



CITY COMMISSION AGENDA
REVISED 12/9/2013*
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street

REGULAR MEETING

DECEMBER 12, 2013

6:30 P.M.

CALL TO ORDER

Determination of a Quorum

Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Regular Meeting of November 14, 2013

2. **PUBLIC HEARING MATTER**

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.) (*Postponed February 28, April 11, May 23, June 13, June 27, July 11, and November 14, 2013*) - Community Development Director Williams

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

A. **Ordinance 14-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 13.46 ± ACRES LOCATED AT 1006 EAST CROWN POINT ROAD ON THE WEST SIDE OF EAST CROWN POINT ROAD, NORTH OF CROWN POINT CROSS ROAD AND SOUTH OF MISTFLOWER LANE FROM CITY NZ NO ZONING DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 9, 2014** – Community Development Director - Williams

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

A. **Ordinance 13-34:** 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 32.884 ± ACRES LOCATED NORTH OF THE INTERSECTION OF NORTH FULLERS CROSS ROAD AND EAST FULLERS CROSS ROAD FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY CONSERVATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (this ordinance was previously heard July 11, 2013 and November 14, 2013) – Community Development Director Williams

- B. **Ordinance 13-48:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT 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
- C. **Ordinance 13-49:** 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 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY PLANNED DEVELOPMENT – LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 13-50:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY A-2 FARMLAND RURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (these ordinances were previously heard on August 8, 2013 and November 14, 2013) **APPLICANT IS REQUESTING POSTPONEMENT TO JANUARY 9, 2014** – Community Development Director Williams
- E. **Ordinance 13-66:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM CITY I-2 GENERAL INDUSTRIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 13-67:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM INDUSTRIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams
- G. **Ordinance 13-68:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 35.176 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14288, 14350, AND 14362 SIPLIN ROAD AT THE SOUTHWEST CORNER OF SUNRIDGE BOULEVARD AND SIPLIN ROAD, FROM NO ZONING (NZ) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE BLACK LAKE PRESERVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams

5. **REGULAR BUSINESS**

- A. Recommendation to approve entering into the Canopy Oaks Developer Agreement (Roper Road) – Community Development Director Williams
- B. Recommend approval to sell alcohol at two fundraising events benefiting the American Cancer Society; Uncle Don’s Chili Cook-off on February 1, 2014 and Blues and BBQ on February 22, 2014, with consumption confined to the pavilion area – Parks and Recreation Director Conn
- C. *Recommendation to authorize the City Manager to execute agreements to acquire right-of-way and access, and drainage easement from Foundation Academy for County Road 545 and Tilden Road intersection improvements - Community Development Director Williams
- D. *Recommendation to hire Cavanaugh Macdonald Consulting, LLC to perform actuarial services – City Manager Bollhoefer

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

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

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

- A. Discussion on employee health benefits for 2014
- B. Discussion of draft ordinances

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on January 9, 2014 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

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

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



CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

November 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 to City Manager - Public Services Don Cochran, Assistant to 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, Recreation Director Jay Conn, and West Orange Times Reporter Peter M. Gordon

1. **APPROVAL OF MINUTES**

Motion by Commissioner Olszewski to approve regular meeting minutes of October 24, 2013 as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

2. **PUBLIC HEARING MATTER**

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 stated that this project has had a lot of issues to be addressed and requested that a full site plan be submitted. Staff has been concerned with this site from the beginning with it being too small, the wrong configuration, and at the wrong location to accommodate what they are trying to do. He shared that the applicant has not been willing to change their prototype building or make certain changes to try and make the site fit. He addressed the most serious issues which includes access by delivery vehicles and turning lanes. He described the proposed changes on Walker Street (shown on page 5 of the attached **Exhibit A**) that both parties have reached agreement. He also addressed the issue of delivery trucks turning off of State Road 50 to access the site. He noted that there would be damage to the medians made by certain trucks, which would be the City's responsibility to repair as the owner. If the changes are approved, staff would ask that there be some type of an agreement that they (AutoZone) would reimburse the City for any damage to the medians made by their delivery vehicles; enforcement would not be possible.

Mr. Williams stated that at this point, staff is seeking direction from the City Commission as to whether they would like to live with the proposed modifications to the medians, for which the City would be responsible, or agree to restrict access to only one direction, or that this site plan will not work for delivery vehicles. He noted another option discussed that the applicant was not willing to do is to reduce the size of the delivery vehicles.

Commissioner Makin asked if the modification of the medians would require going back to the Florida Department of Transportation (FDOT) for approval. **Mr. Williams** responded yes, they would have to go back to FDOT, but since the City is maintaining the medians, that should not be too difficult to get it approved.

Josh Lockhart with CPH Engineering stated that he is the engineer of record for this project and was here to address both the variance and modifications to State Road 50. He gave a PowerPoint presentation (attached **Exhibit B**) noting that the site currently contains two single family residences and one commercial building. The parcel was annexed into the City in May of 2012 and is zoned C-2 with retail auto parts being an appropriate use. He noted that the variance request is for a 6.86 foot building setback and landscape buffer were the City requires 10 feet. Mr. Lockhart also spoke of the landscape plan and its design which will incorporate several existing trees, other trees, and scrubs to enhance the property. The access is a full in movement and a left out only movement. **City Manager Bollhoefer** asked if the proposed median changes would remove the landscaping. **Mr. Lockhart** responded that it would take out a good portion of it. **Mr. Bollhoefer** shared that the additional landscaping plans with FDOT include crape myrtles along the current stretch of median being discussed. **Mr. Lockhart** addressed his proposed modifications for State Road 50 and sought the City Commission's direction on the proposed modifications.

Mayor Rees noted that it seems like the City Commission is being put in a position whether AutoZone is unable or unwilling to reduce the size of the store so it takes care of the variance and also reduce the size of the delivery trucks. He noted that from his standpoint, the landscaping and the variance would be easier to solve. He shared that he would probably be opposed to reducing the size of the median after all of the time and beautification efforts done in this area.

Commissioner Makin expressed that he likes the site and did not have problem with an AutoZone being there, but it has always been the flow of traffic coming in. The dumping of all the traffic in and out on Walker Street has always been his concern. He noted with the options as stated, a truck with no option to go will stack traffic onto State Road 50 or they will go into that residential neighborhood and coming out there. He noted that the City Commission has never received documentation from the applicant from FDOT that they support the modifications. **Mr. Lockhart** noted that he made the initial contact with FDOT and there is no warrant to allow for a separate driveway. Unfortunately, with FDOT if there is a change of use, FDOT will make you start from scratch.

Commissioner Buchanan stated that he does not want to modify the medians because the City has already spent several million dollars on upgrading lights, plants, and irrigation. He

noted that when a truck driver has a delivery he doesn't care how he gets in. He noted that the Planning and Zoning Board has already denied this site plan. He stated that Winter Garden has shown that we are pro-business and we are not trying to run business out. He shared that we would love to have an AutoZone here but he personally does not think that this site is a good fit.

City Manager Bollhoefer asked if anyone has checked to see if our fire tower would be able to get in and out of this location. **Mr. Lockhart** responded that they did not run a fire truck through it but as wide as Walker Street will be, at 28 feet, it should be more than accommodating.

Commissioner Olszewski asked the City Attorney if approved by the City Commission, will it set precedence for other business wanting to do the same in the future. **City Attorney Ardaman** replied no, each parcel is different in so many ways.

Commissioner Olszewski asked Mr. Williams if there were any concessions made by the owner/AutoZone to make this feasible for the City of Winter Garden. **Mr. Williams** responded he does not think they have made any concessions, unless you want to consider the improvements to Walker Street a concession, but he considers it access improvements; there is also additional landscaping.

Victor Chapman, as representative of the property owners, stated they are trying to accommodate the City's requests and asked what else they can do. All their proposals have been shot down. AutoZone has two building models and have been standardized as part of their business plan. There was discussion on what the options are. **Mr. Williams** added that they could control the times of their deliveries and the size of the delivery trucks; reducing the size would resolve a lot of the access issues. **Mr. Lockhart** stated he cannot speak for AutoZone, who were not present, on these options. **Mr. Bollhoefer** added that they can look at possibly moving the building further east; increasing the variance request.

Motion by Commissioner Sharman to postpone the appeal by AutoZone to the Planning and Zoning Board site plan denial. Seconded by Commissioner Olszewski and carried 4-1; Commissioner Buchanan opposed.

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

A. **Ordinance 13-34**: 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 32.884 ± ACRES LOCATED NORTH OF THE INTERSECTION OF NORTH FULLERS CROSS ROAD AND EAST FULLERS CROSS ROAD FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY CONSERVATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 13-34 by title only. Community Development Director Williams stated this property is proposed to be included in the planned development of the property to the south which is known as the Roper Property. The property owner is acquiring this piece to solve some problems that they caused when they had only the other two properties. He noted that this parcel is all wetlands and will remain so. He noted that the original planned development was approved at a low density residential use and the PUD zoning gained three additional lots as compared to the standard zoning. In exchange for that, it gained additional right of way, sewer line extensions, and better landscaping. Staff and the Planning and Zoning Board recommend approval subject to the conditions.

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

Motion by Commissioner Makin to approve Ordinance 13-34 with staff's recommended conditions and the second reading and public hearing being scheduled for December 12, 2013. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- B. **Ordinance 13-48**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT 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
- C. **Ordinance 13-49**: 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 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY PLANNED DEVELOPMENT – LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 13-50**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY A-2 FARMLAND RURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 13-48, 13-49, and 13-50 by title only. Community Development Director Williams stated this property is located on the north side of Fullers Cross Road. The property while in the county was approved for a plan development land use that would have allowed up to 44 units on the property. The applicant is proposing to annex into the City, amend our future land use map, and rezone the property to R-1B, which would allow 26 lots. Staff feels it is appropriate with the additional open space and amenities that they will be providing. He noted that each lot will be over 10,000 square feet in size. Staff and the Planning and Zoning Board are recommending approval of the annexation, future land use designation, and rezoning.

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

Motion by Commissioner Olszewski to approve Ordinances 13-48, 13-49, and 13-50 with second reading and public hearing being scheduled for December 12, 2013. Seconded by Commissioner Makin and carried unanimously 5-0.

- E. **Ordinance 13-66:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM CITY I-2 GENERAL INDUSTRIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 13-67:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM INDUSTRIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 13-66 and 13-67 by title only. Community Development Director Williams stated that he is very happy to bring this request which shows a very interesting trend in the City along State Road 50. Due to the road widening on State Road 50 and improvements in the area, the industrial properties are converting to commercial uses. The Planning and Zoning Board and staff recommend approval.

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

Motion by Commissioner Olszewski to approve Ordinance 13-66 and 13-67 with the second reading and public hearing being scheduled for December 12, 2013. Seconded by Commissioner Sharman and carried unanimously 5-0.

- G. Ordinance 13-68:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 35.176 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14288, 14350, AND 14362 SIPLIN ROAD AT THE SOUTHWEST CORNER OF SUNRIDGE BOULEVARD AND SIPLIN ROAD, FROM NO ZONING (NZ) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE BLACK LAKE PRESERVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 13-68 by title only. Community Development Director Williams stated that this is another project that is occurring in close proximity to the two schools recently built on the south side of Sunridge Boulevard and west of Siplin Road. The project is a mixture of 70 and 75 foot lots that would total approximately 91 lots. He noted that there are a number of conditions and developer agreements called for in this rezoning. They address the widening of Sunridge, improvements to Siplin, and improving the entire road network in that area. Staff and the Planning and Zoning Board have reviewed this project and recommend approval.

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

Motion by Commissioner Buchanan to approve Ordinance 13-68 with the second reading and public hearing being scheduled for December 12, 2013. Seconded by Commissioner Makin and carried unanimously 5-0.

4. FIRST AND FINAL READING WITH PUBLIC HEARING FOR PROPOSED RESOLUTION

- A. Resolution 13-03:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA NOTICING ITS INTENT TO USE THE UNIFORM METHOD FOR COLLECTION OF A NON-AD VALOREM SPECIAL ASSESSMENT TO IMPROVE THE STORMWATER AND DRAINAGE MANAGEMENT INFRASTRUCTURE AND SYSTEMS LOCATED ON, ABOUT, OR WITHIN PHASE I OF THE LAKE COVE POINTE SUBDIVISION; STATING THE NEED FOR THE LEVY OF SUCH NON-AD VALOREM ASSESSMENT; PROVIDING A DESCRIPTION OF THE REAL PROPERTY SUBJECT TO THE LEVY, NOTICE TO THE STATE AND COUNTY AS REQUIRED BY LAW, AND AN EFFECTIVE DATE

City Attorney Ardaman read Resolution 13-03 by title only. City Manager Bollhoefer stated that some time back the City Commission agreed to work with the community of Lake Cove Pointe to address their drainage issues. At that time, the agreement was that the developer of Phase II would contribute one-third of the cost, the residents would pay one-third, and the City would pay one-third. The one-third that the residents were to pay was to be done by special assessment so the residents would not have to pay it all up front. He noted that it was either to be by a 10 or 20-year resolution, which has not been

finalized. This resolution is to start the process that will allow the City to place it on the tax roll. He noted that approval does not lock the City into doing this going forward as there are still a few issues staff is still trying to work through with the developer. He noted that the City needs to approve this resolution in order to put it on the next property tax bill. He noted that almost every single resident was in favor; except for one couple. Mr. Bollhoefer explained that originally the City wanted the HOA board members to meet and officially vote in support of this issue before moving forward. He noted that the subdivision has not yet been turned over to the residents so staff is trying to get the developer to have the meeting and make that vote to support this action.

There was discussion on trying to get this meeting to happen and the uncertainty of who is actually in charge of the board. Mr. Bollhoefer spoke of the City's leverage in putting a hold on all future home permits in Phase II until this is settled. There is no need to punish the residents because of a failure on the part of the developer.

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

Motion by Commissioner Buchanan to approve Resolution 13-03. Seconded by Commissioner Makin and carried unanimously 4-1; with Commissioner Olszewski opposed.

5. **REGULAR BUSINESS**

A. **Recommendation to approve purchasing two 2013 side-loading refuse trucks for \$470,230.00**

Public Services Director Cochran stated that staff is recommending the purchase of two 2013 side-loading refuse trucks. He noted that it is a Load All Mag20 automated side loader, a one armed truck that is operated by a single driver. The purchase price for each truck is \$235,115 for a total price for both trucks is \$470,230. Staff recommends piggy-backing the bid obtained by the City of Venice. He described the replacement of two trucks and that one older truck would be kept as a back-up.

There was a question on the efficiency of these trucks and shared that the Solid Waste Manager has timed the routes. He described the process of a two man truck versus a one man truck with the one man truck completing the route in two hours less than the truck with two men. Mr. Cochran noted that not all trucks will be converted to these trucks as all neighborhoods are not compatible due to certain obstacles in the way. He noted that they are very efficient and the citizens have adapted well.

Motion by Commissioner Olszewski to approve purchasing two 2013 side-loading refuse trucks for \$470,230. Seconded by Commissioner Sharman and carried unanimously 5-0.

B. **Request to waive Tanner Hall rental fees by East Winter Garden Development Corporation, Inc. (Non-profit) for their annual fundraiser**

City Manager Bollhoefer stated that the City Commission has waived these fees in the past whenever they have had their fundraiser and staff's recommendation is to waive these fees but will review these types of events going forward.

Motion by Commissioner Olszewski to approve waiving Tanner Hall rental fees for East Winter Garden Development Corporation, Inc. (Non-profit) to hold their annual fundraiser. Seconded by Commissioner Sharman and carried unanimously 5-0.

C. **Recommendation to approve Hickory Hammock Phase 1A Final Plat**

Community Development Director Williams stated that Hickory Hammock was stalled during the economic downturn. The new owners are moving rapidly and with the approval of this plat, new houses will be coming out of the ground. He noted that it is going to be a good project with a great location. It has been reviewed for compliance with all conditions and the code; approval is recommended.

Motion by Commissioner Sharman to approve Hickory Hammock Phase 1A Final Plat. Seconded by Commissioner Buchanan and carried unanimously 5-0.

D. **Recommendation to approve the 2014 Winter Garden Bike Fest on March 8, 2014**

Parks and Recreation Director Conn stated that the City has received a request from Dennis Jones to hold his Bike Fest of 2014. He noted that this is a series of timed races throughout the downtown area with the bikes travelling through several residential streets as well as Plant Street. He shared that Mr. Jones has complied with several requests that staff has required; one being the compacting of the hours of the race. He noted that Plant Street should be ready for re-opening by 3:30 or 4:00 p.m. Mr. Jones has also agreed to pay for some of the city services for this event and has received the approval of the downtown merchants. Staff recommends approval.

Commissioner Olszewski stated that last year the City Commission was contacted by a particular merchant who was unhappy with the event and wondered if that merchant was happy with what would be going on with this event. Mr. Conn responded that the support of the event was made through the Downtown Merchants Association and he is not certain if the particular merchant mentioned was contacted. Mr. Bollhoefer responded that it is his understanding that the merchant is still not happy and major changes were made to accommodate him. Mr. Bollhoefer noted that last year there were two complaints and the second person is now happy with this event.

Motion by Commissioner Makin to approve the 2014 Winter Garden Bike Fest on March 8, 2014. Seconded by Commissioner Sharman and carried unanimously 5-0.

6. **MATTERS FROM PUBLIC** - There were no items.

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

8. **MATTERS FROM CITY MANAGER**

A. **Discussion on allowing the West Orange High School to hold a chili cook-off in downtown Winter Garden**

City Manager Bollhoefer stated that the Future Farmers Association (FFA) of West Orange High School is looking to raise funds and a place to have a chili cook-off in the downtown area of Winter Garden. He described that it would be various groups in the high school competing against each other and would possibly hold this event in the old Planning and Zoning Department parking lot. He noted that staff has realized we are having far too many events and do not want to add any more events going forward. He suggested that this be a one-time event.

Motion by Commissioner Makin to approve allowing the West Orange High School to hold a chili cook-off in downtown Winter Garden. Seconded by Commissioner Sharman and carried unanimously 5-0.

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Buchanan stated that he had two great experiences this past week. One was going to Health Central Park and talking with the veterans for a Veterans Day service. He noted that they wanted to refurbish their area and inquired if there was any way the City could help.

Commissioner Buchanan stated that this past week was the Corn Festival event that resulted in sales of over \$800 worth of corn at \$2 each. It was a lot of fun.

Commissioner Olszewski thanked city employee Sebrenia Brown who held a cancer benefit at the Jessie Brock Center to raise funds for Winter Garden families affected by the cancer.

Commissioner Olszewski thanked former City Commissioner Charlie Mae Wilder who hosted a Veterans Event at Bethlehem Baptist Church.

Commissioner Olszewski thanked the City Commission for their support of the East Winter Garden Community Development Corporation annual gala who will be having their fundraising event tomorrow. He will be in attendance with Florida State Representative Randy Bracey and his wife.

Commissioner Sharman stated that he has received an e-mail and a few phone calls from Sharon Lambert, who is in attendance tonight, regarding other cities passing an ordinance that addresses people leaving flyers in driveways. This is a concern for those who are on vacation or away with papers piling up, making them a target for burglaries. He shared that the City of Altamonte [Springs] has an ordinance that the City of Winter Garden should review for enforceability and the pros and cons. City Manager Bollhoefer noted that some items in the Altamonte [Springs] ordinance are illegal and some are probably unconstitutional, but this will be reviewed by the attorney at the City next DRC meeting.

The meeting adjourned at 7:48 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

DRAFT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 2, 2013

Meeting Date: December 12, 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: The applicant appealed 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. This appeal occurred at the February 28, 2013 City Commission meeting and the board tabled the hearing to allow them time to submit for Site Plan Review.

The Site Plan has been revised to allow better turning movement and a setback variance still remains, as well as, a proposal to the guarantee that all delivery traffic will travel west on State Road 50 so that no changes will be made to the landscape median/turn lane on State Road 50 that the board indicated they would not support.

Discussion:

The applicant has submitted for Site Plan Review and the Development Review Committee (DRC) has reviewed the proposed plans. The plans still contain the proposed side setback of 6.86 feet and two proposals to the landscape median/turn lane on State Road 50 that staff does not support.

Recommended Action:

DRC recommended that the Site Plan be placed on the City Commission agenda to allow the Commission the opportunity to review the proposals that staff does not support.

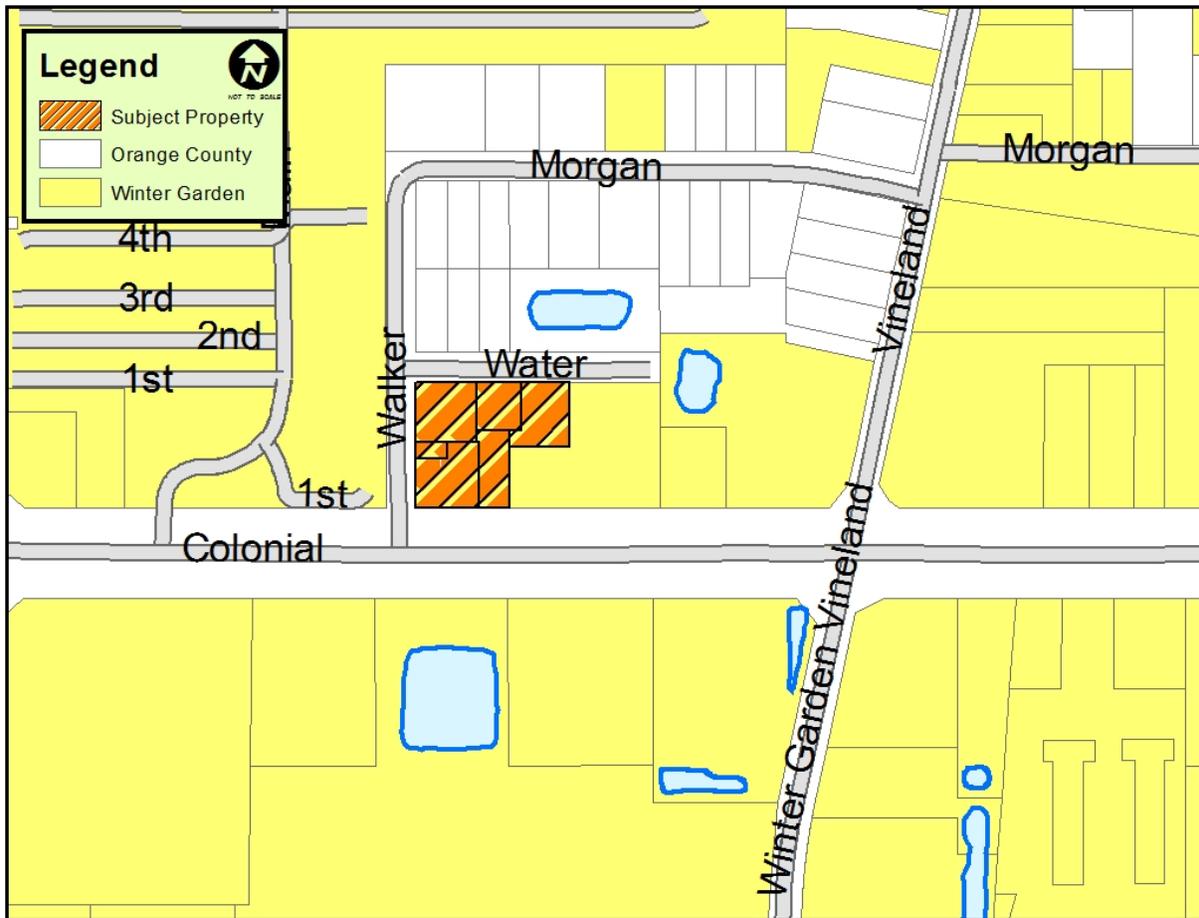
Attachment(s)/References:

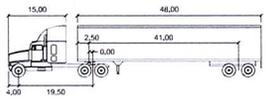
Location Map
Staff Report

Variance Staff Report
Site Plan

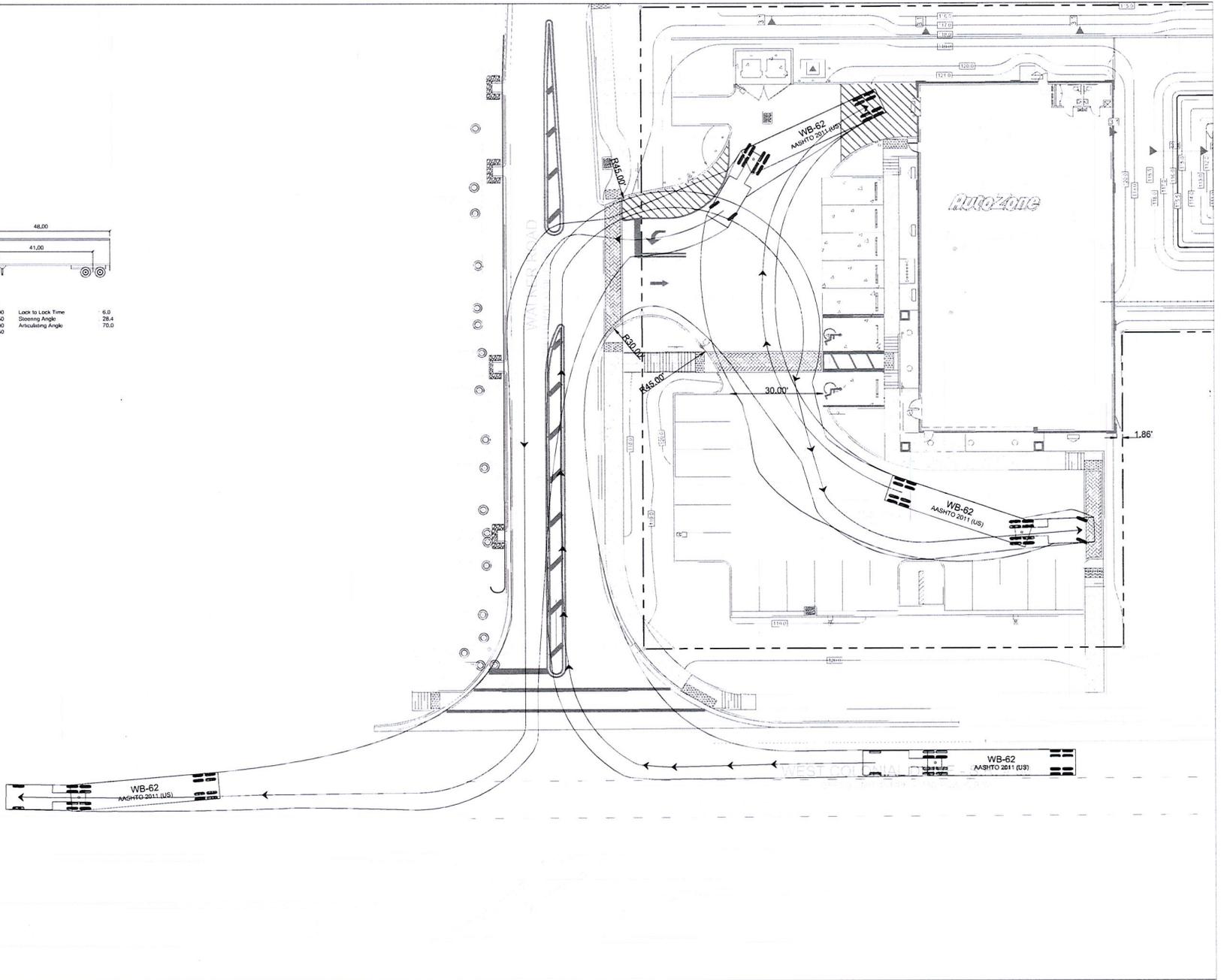
LOCATION MAP

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





WB-62		Unit	
Tractor Width	8.00	Lock to Lock Time	6.0
Trailer Width	8.50	Steering Angle	28.4
Tractor Track	8.00	Articulating Angle	70.0
Trailer Track	8.50		



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

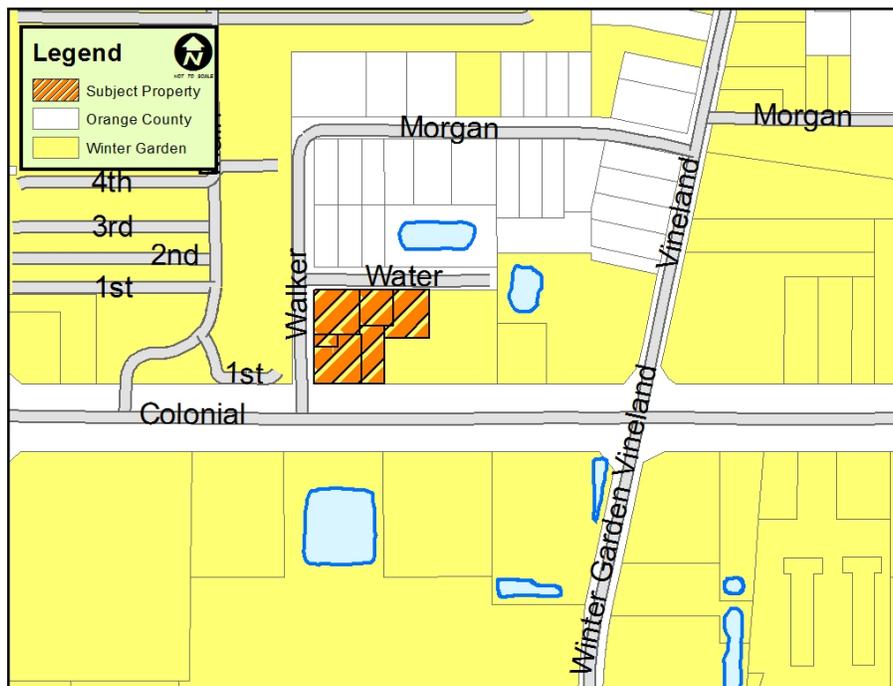
TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: JANUARY 29, 2013
SUBJECT: VARIANCE
1089 Walker Street
PARCEL ID # 23-22-27-8104-00-331, 23-22-27-8104-00-470, 23-22-27-8104-00-460, 23-22-27-8104-00-332, 23-22-27-8104-00-341, 23-22-27-8104-00-360

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.

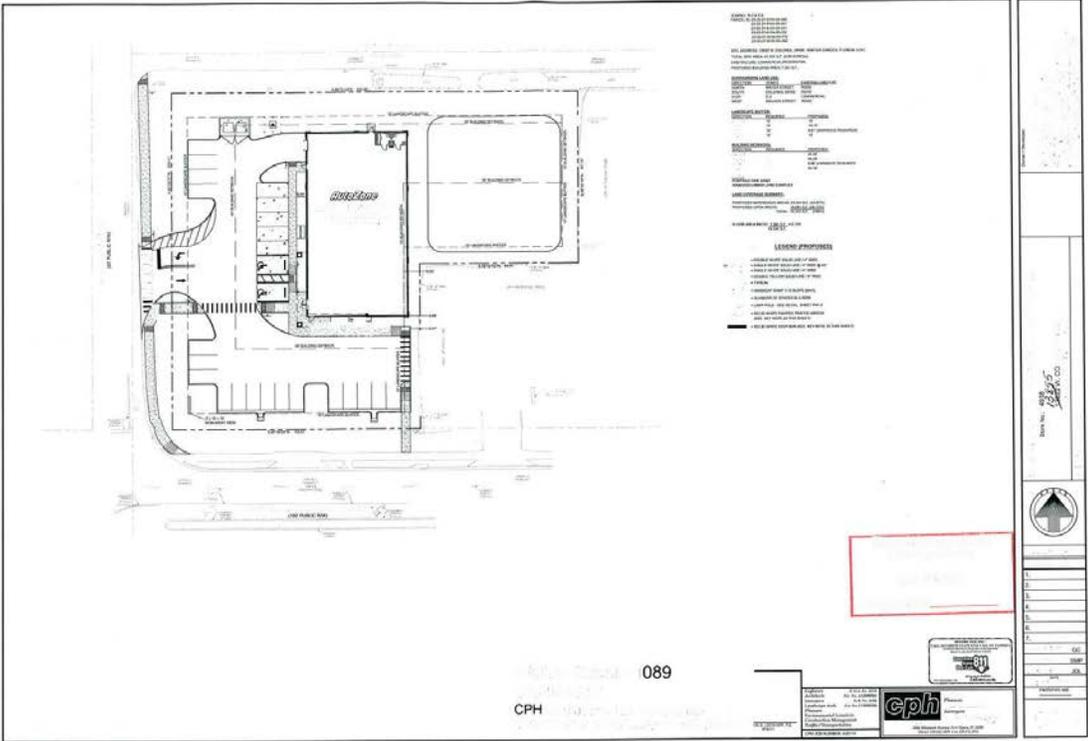
ATTACHMENTS

- Aerial Photos
- Survey
- Site Photos

AERIAL PHOTO
1089 Walker Street



SITE PLAN
1089 Walker Street



Site Photos
1089 Walker Street









END OF STAFF REPORT

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

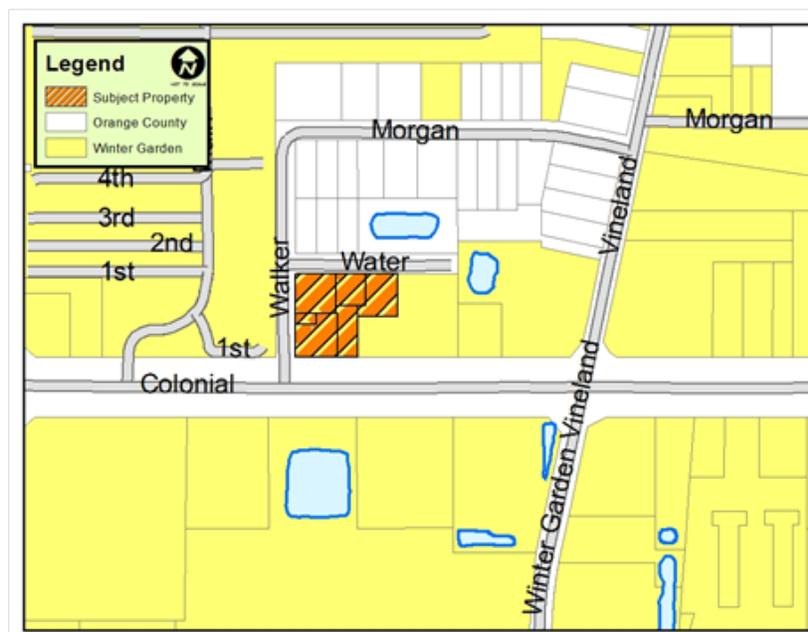
TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: NOVEMBER 8, 2013
SUBJECT: SITE PLAN REVIEW
1089 Walker Street (AutoZone)
PARCEL ID # 23-22-27-8104-00-470
PARCEL ID # 23-22-27-8104-00-460
PARCEL ID # 23-22-27-8104-00-332
PARCEL ID # 23-22-27-8104-00-341
PARCEL ID # 23-22-27-8104-00-331
PARCEL ID # 23-22-27-8104-00-360

APPLICANT: CPH Engineering/AutoZone

INTRODUCTION

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

The subject property, located on 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 request is for a Site Plan Review to allow construction of an AutoZone auto parts store. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation C-2 and is designated Commercial on the Future Land Use Map of the Comprehensive Plan.

EXISTING/PROPOSED USE

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

The applicant would like to demolish the existing homes and build a new AutoZone auto parts store. The proposed building does not meet the minimum required 10 foot side yard setback, and the plans that have been submitted propose alterations to the landscape median and turn lane from east bound State Road 50 to Walker Street that staff does not support.

If this Site Plan is approved, Walker Street will need to be widened and curbs installed to allow enough room for trucks to maneuver from State Road 50 onto Walker Street. However the proposed changes to the turn lane would eliminate some of the landscape island and install a curb between the turn lane and the east bound lanes. Due to the improvements the City has made to the landscape medians on State Road 50 and the fact that the City is responsible for maintenance of the median, staff has told the applicant that we do not support these changes. If the City Commission considers approval of the Site Plan, Commission should require the applicant to enter into a Developers Agreement to reimburse the City for any damages to the median.

They have also proposed a second option for access to Walker Street, for AutoZone to put a sign in the median that states no trucks can turn left at the Walker Street turning lane. AutoZone has offered to limit access for deliveries to the site only from the west bound lane of State Road 50. This proposal is not enforceable, as it would be very difficult and hard to determine who is at fault for any damage to the median and the City cannot monitor the site for when deliveries occur. The Winter Garden Police would be required to enforce the turning signs. Due to the nature of this plan, staff does not think it is the appropriate solution.

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.

SUMMARY

The Site Plan has been reviewed by the Development Review Committee and staff has determined that the proposed development meets all code requirements except for the setback and turn lane issue. The following issues are not supported by staff and are being presented to the City Commission to come to a conclusion:

1. Variance to the side yard setback to allow the building to be built at a side yard setback of 6.86 feet in lieu of the required 10 foot side yard setback.
2. The proposed changes to the left turn lane and landscape median are not supported by staff.
3. The alternative to making changes to the left turn lane and landscape median are unenforceable and not supported by staff.

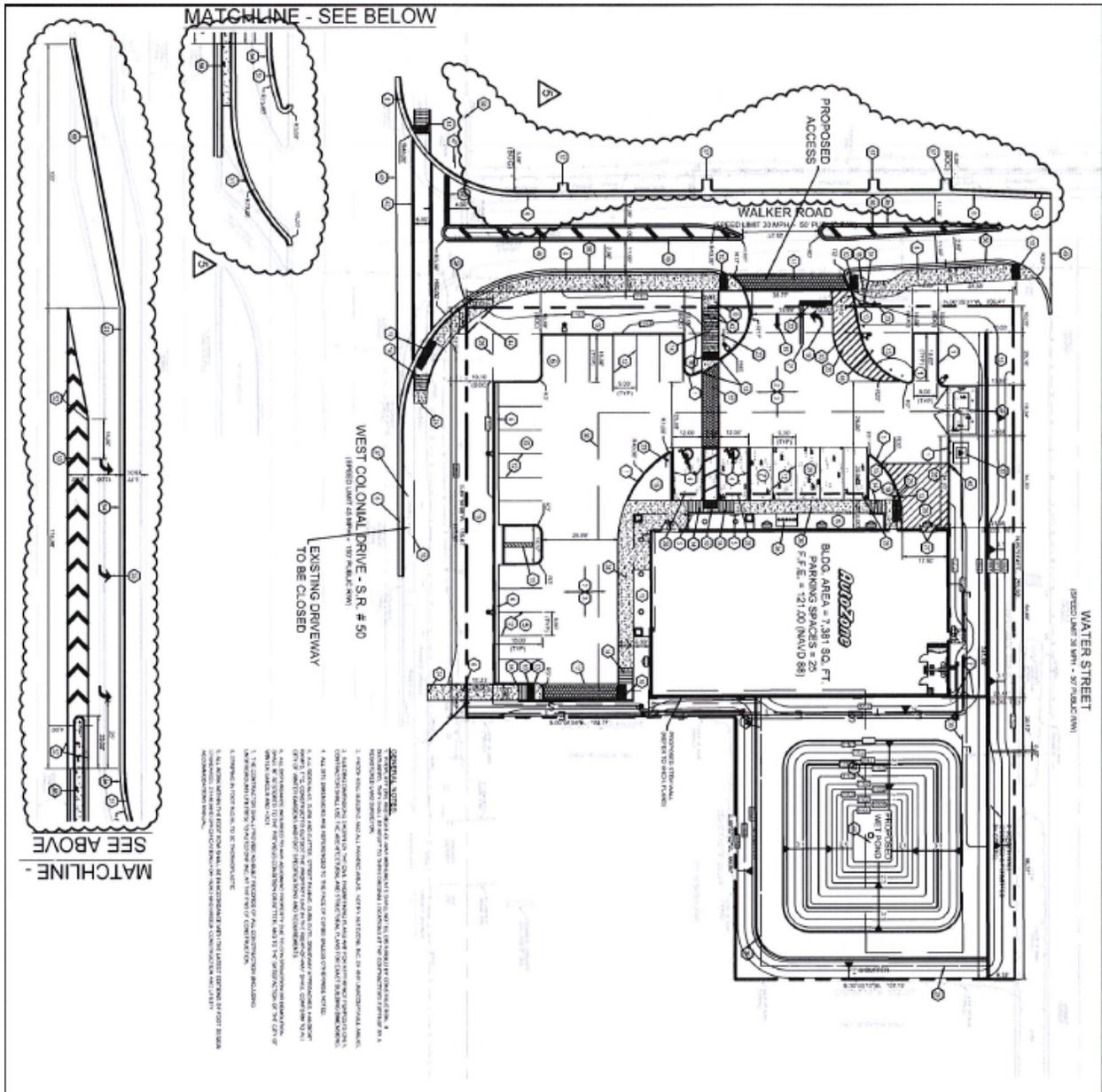
AERIAL PHOTO
State Road 50 Turn Lanes



AERIAL PHOTO
1089 Walker Street



**Proposed Changes to Left Turn Lane and Walker Street
 1089 Walker Street**



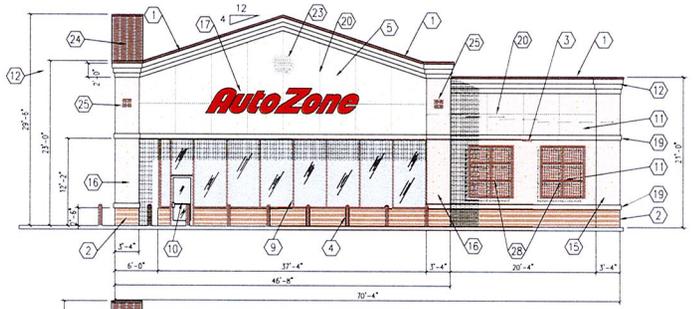
- GENERAL NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

SEE ABOVE -
 MATCHLINE -

MATCHLINE - SEE BELOW

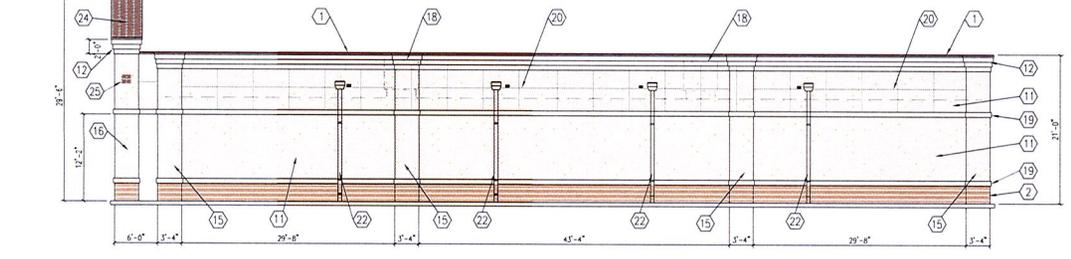
END OF STAFF REPORT

1/8" = 1'-0"

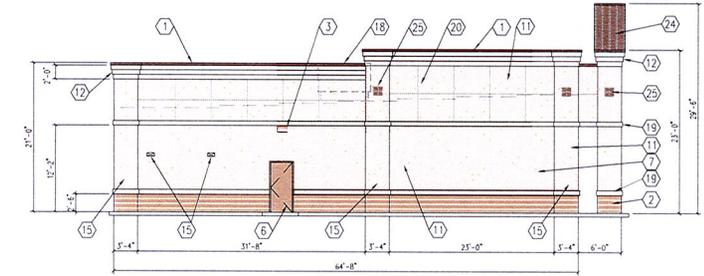


FRONT WALL

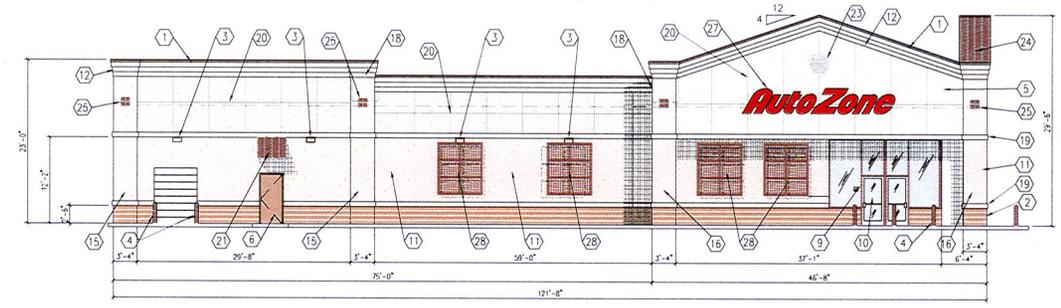
SIGNAGE NOTE:
 ALL SIGNAGE WILL BE REVIEWED AND APPROVED UNDER SEPARATE PERMIT



RIGHT SIDE WALL



REAR WALL

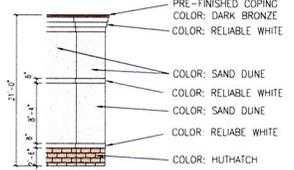


LEFT SIDE WALL

- 1 PREFINISHED ALUMINUM COPING COLOR: DARK BRONZE
- 2 SPLIT FACE CONCRETE MASONRY UNITS SEE PAINT DETAIL SCHEME THIS SHEET
- 3 WALL MOUNTED LIGHT FIXTURE - BRONZE FINISH
- 4 PIPE GUARD WITH ARCHITECTURAL BROWN SLEEVE
- 5 MFG. WHITE EXTERIOR INSULATED FINISH COLOR: SW 6091 "RELIABLE WHITE"
- 6 PAINT MAN DOOR SW 6088 "HUTHATCH" METAL FRAMES SW 6088 "HUTHATCH"
- 7 OVERHEAD DOOR - DO NOT PAINT PAINT ANGLES SW 6088 "HUTHATCH"
- 8 EXPANSION JOINT
- 9 ALUMINUM STOREFRONT SYSTEM - BRONZE FINISH TINTED GLASS WINDOWS
- 10 GLASS AND ALUMINUM DOORS - CLEAR ANODIZED FINISH
- 11 CMU BLOCK W/ STUCCO FINISH - SEE PAINT SCHEME DETAIL THIS SHEET
- 12 DECORATIVE FOAM CORNICE COLOR: SW 6091 "RELIABLE WHITE"
- 13 TOILET WALL VENTS PAINT TO MATCH WALL
- 14 STORE ADDRESS - 6" WHITE REFLECTIVE NUMBERS
- 15 3'-4" WIDE CMU PILASTER (4" PROJECTION)
- 16 CMU COLUMN 3'-4" SQUARE
- 17 FRONT WALL SIGN - 42" HIGH RED CHANNEL LETTERS
- 18 HVAC UNITS SCREENED BEHIND PARAPET WALL
- 19 8" HIGH X 1" DEPTH FOAM BOARD TRIM W/ E.F.S.
- 20 1" WIDE SCORED JOINT (TYP.)
- 21 3'-0" HIGH X 3'-0" DEPTH METAL STANDING SEAM AWNING COLOR: DARK BRONZE
- 22 SCUPPERS AND DOWNSPOUTS, PAINTED TO MATCH BACKGROUND WALL COLOR. ADJACENT 4" H. X 6" W. OVERFLOW SCUPPER, FLOWLINE 2" ABOVE ROOF.
- 23 3" DIAMETER CIRCULAR VENT PAINT COLOR: SHERWIN WILLIAMS #6091 "RELIABLE WHITE"
- 24 BERRIDGE METAL STANDING SEAM TEE-PANEL ROOF. COLOR: PRE-FINISHED DARK BRONZE
- 25 (4) 8" X 8" GLAZED CERMIC TILE MEDALLION COLOR: DARK BRONZE
- 26 ALUMINUM STOREFRONT - BRONZE FINISH TINTED STOREFRONT GLASS (NON TRANSLUCENT)
- 27 SIDE WALL SIGN - 42" HIGH RED CHANNEL LETTERS
- 28 METAL TRELIS COLOR: DARK BRONZE

1 ELEVATION KEY NOTES

COLORS:
 SHERWIN WILLIAMS "RELIABLE WHITE" - SW 6091
 SHERWIN WILLIAMS "SAND DUNE" - SW 6086
 SHERWIN WILLIAMS "HUTHATCH" - SW 6088



2 EXTERIOR WALL COLOR SCHEME

- GENERAL NOTES:**
- REFER TO SECTIONS 09800 AND 09900 OF THE SPECIFICATIONS FOR PAINT AND EXTERIOR COATINGS.
 - PAINT RESTROOM WALL VENTS TO MATCH THE ADJACENT WALL COLOR.
 - SEALANT AT EXPANSION JOINTS TO MATCH ADJACENT WALL COLOR.
 - ALL MASONRY JOINTS TO BE CONCAVE TOOLED.

3 GENERAL NOTES

AUTOZONE INC.		123 South Front Street Memphis, Tennessee 38103 TEL: (901) 495-8709 FAX: (901) 495-8969	
AutoZone STORE DEVELOPMENT		FL	
Store No. 4981 WEST COLONIAL DRIVE WINTER GARDEN		COLOR ELEVATIONS	
Prepared For: _____ _____ _____ _____		SCALE: 1/8" = 1'-0"	
REVISIONS 1 _____ 2 _____ 3 _____ 4 _____		DATE 11/19/12 PROTOTYPE SIZE 7N2	
PS			

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 2, 2013 **Meeting Date:** December 12, 2013

Subject: 1006 East Crown Point Road
West Orlando Baptist Church
Ordinance 14-03
PARCEL ID# 12-22-27-0000-00-032

Issue: The applicant is requesting to rezone the property from City NZ to R-1.

Discussion:

The subject property consists of 13.45 ± acres and is located on the west side of East Crown Point Road, north of Crown Point Cross Road, and south of Winged Elm Place. The property was annexed into the City of Winter Garden in 2008 (Ordinance 08-52), and a Future Land Use Designation of Low Density Residential was approved for the property in 2010 (Ordinance 10-20); however, no zoning district was ever approved on the property. The applicant is now requesting to zone the property to R-1 Single-Family Residential District, which is consistent with the existing Low Density Residential FLU designation. (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 14-03, **with second reading scheduled for January 9, 2104.**

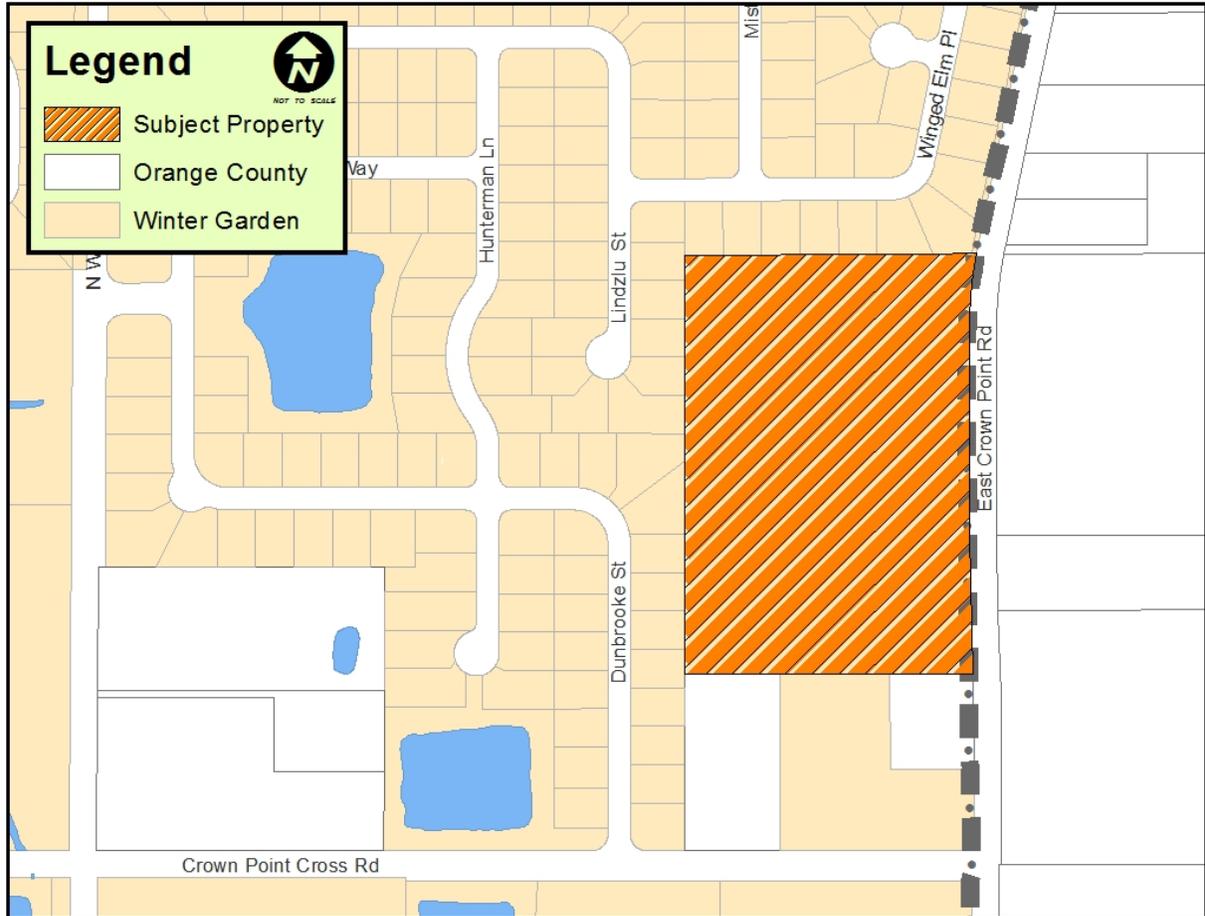
Attachment(s)/References:

Location Map
Ordinance 14-03
Staff Report

LOCATION MAP

1006 E Crown Point Road

REZONING



ORDINANCE 14-03

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 13.46 ± ACRES LOCATED AT 1006 EAST CROWN POINT ROAD ON THE WEST SIDE OF EAST CROWN POINT ROAD, NORTH OF CROWN POINT CROSS ROAD AND SOUTH OF MISTFLOWER LANE FROM CITY NZ NO ZONING DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 13.46 ± acres of land located on the west side of East Crown Point Road, north of Crown Point Cross Road and south of Mistflower Lane, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from City NZ No Zoning District to City R-1 Single-Family Residential District zoning classification, therefore; and

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

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

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

SECTION 1: *Rezoning.* The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT “A,” is hereby rezoned from City NZ No Zoning District to City R-1 Single-Family Residential District in the City of Winter Garden, Florida.

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 2014.

SECOND READING AND PUBLIC HEARING: _____, 2014.

ADOPTED this _____ day of _____, 2014, 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#: 12-22-27-0000-00-032

A PORTION OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 12, A DISTANCE OF 690.55 FEET; THENCE NORTH 00°07'59" WEST, 30.00 FEET; THENCE SOUTH 89°58'29" WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 12, A DISTANCE OF 429.63 FEET; THENCE NORTH 00°00'03" WEST, 390.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'29" WEST, 210.00 FEET; THENCE NORTH 00°00'03" WEST ALONG THE EAST BOUNDARY OF CHAPIN STATION, AS RECORDED IN PLAT BOOK 57, PAGE 28, A DISTANCE OF 928.08 FEET; THENCE NORTH 89°39'33" EAST ALONG THE SOUTH BOUNDARY OF TRAILS OF WINTER GARDEN, AS RECORDED IN PLAT BOOK 57, PAGE 109, A DISTANCE OF 644.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THROUGH SAID POINT BEARS SOUTH 79°07'59" EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 985.37 FEET, A CENTRAL ANGLE OF 11°00'00", AN ARC DISTANCE OF 189.17 FEET; THENCE SOUTH 00°07'59" EAST, 364.90 FEET; THENCE SOUTHERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 8624.11 FEET, A CENTRAL ANGLE OF 01°54'40", AN ARC DISTANCE OF 287.66 FEET; THENCE SOUTH 02°02'39" EAST, 14.13 FEET; THENCE SOUTHERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 8564.11 FEET, A CENTRAL ANGLE OF 00°30'54", AN ARC DISTANCE OF 77.00 FEET (THE LAST FIVE COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY OF EAST CROWN POINT ROAD AS DESCRIBED IN DEED BOOK 995, PAGE 466); THENCE SOUTH 89°58'29" WEST, 426.19 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN ORANGE COUNTY, FLORIDA, CONTAINING 13.446 ACRES, MORE OR LESS.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

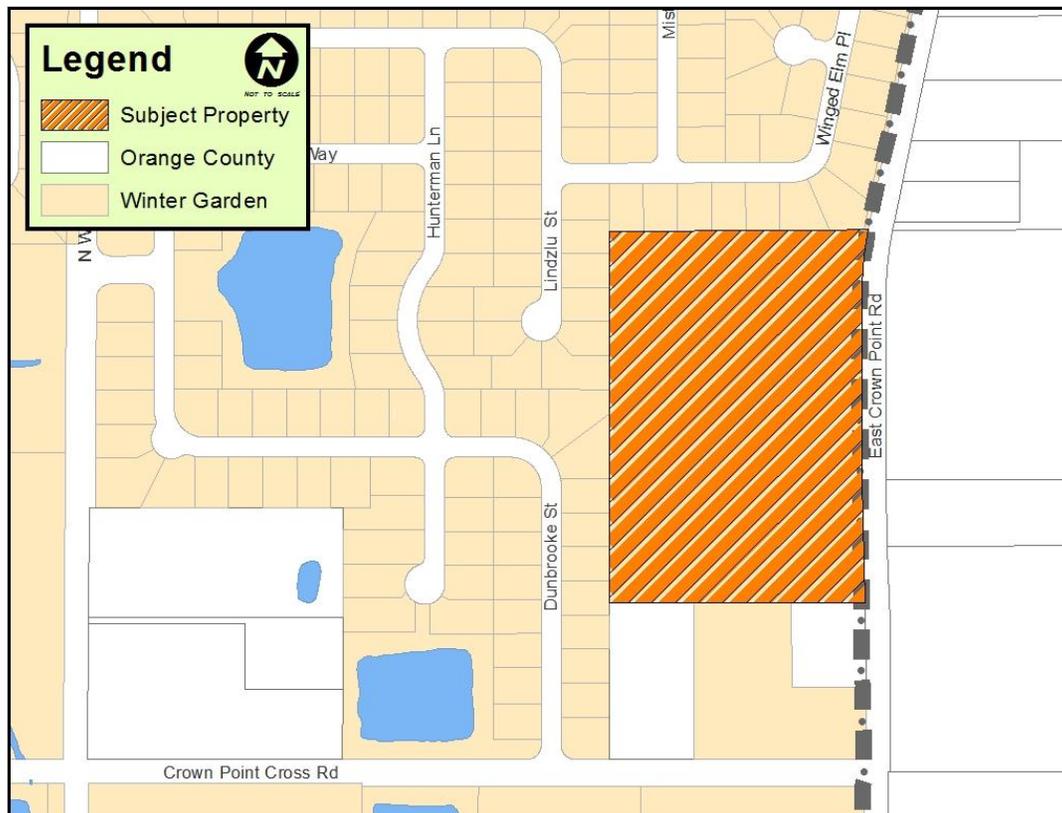
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: DECEMBER 2, 2013
SUBJECT: REZONING (NZ to R-1)
1006 EAST CROWN POINT ROAD (13.45 +/- ACRES)
PARCEL ID #: 12-22-27-0000-00-032
APPLICANT: WEST ORLANDO BAPTIST CHURCH

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 1006 East Crown Point Road and is approximately 13.46 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The property was annexed into the City of Winter Garden in 2008 (Ordinance 08-52), and a Future Land Use Designation of Low Density Residential was approved for the property in 2010 (Ordinance 10-20); however, no zoning district was ever approved on the property. The applicant is now requesting to rezone the property to R-1 Single-Family Residential District, which is consistent with the existing Low Density Residential FLU designation.

EXISTING USE

The subject property is currently developed with a church consisting of two commercial buildings and a single-family house. The property has been used as a church since annexation into the City and the owners are planning for an expansion. In addition to the expansion they are proposing to add 2 portable buildings to be used temporarily while they design, get approvals, and build the proposed expansion.

ADJACENT LAND USE AND ZONING

The property located to the north is developed with a single-family neighborhood (Trails of Winter Garden), zoned R-1 and located in the City. The property located to the east is developed with a church, zoned A-1 and located in Orange County. One property to the south is vacant, owned by the church, zoned R-1 and located in the City. Two other properties to the south are developed with single-family houses, zoned A-1 and located in Orange County. The property to the west is developed with a single-family neighborhood (Chapin Station), zoned R-1 and located in the City.

PROPOSED USE

After this zoning application, the applicant intends to install 2 portable buildings, which will be used for storage and as classroom space for Sunday school classes while they design the proposed expansion. These portable buildings are proposed to be on site for no more than four years. When they have designed the proposed addition, they will need to apply for Special Exception Review.

PUBLIC FACILITY ANALYSIS

The City will continue providing 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

The proposed zoning is consistent with the existing Future Land Use designation and the surrounding area. City Staff recommends approval of the proposed Ordinance.

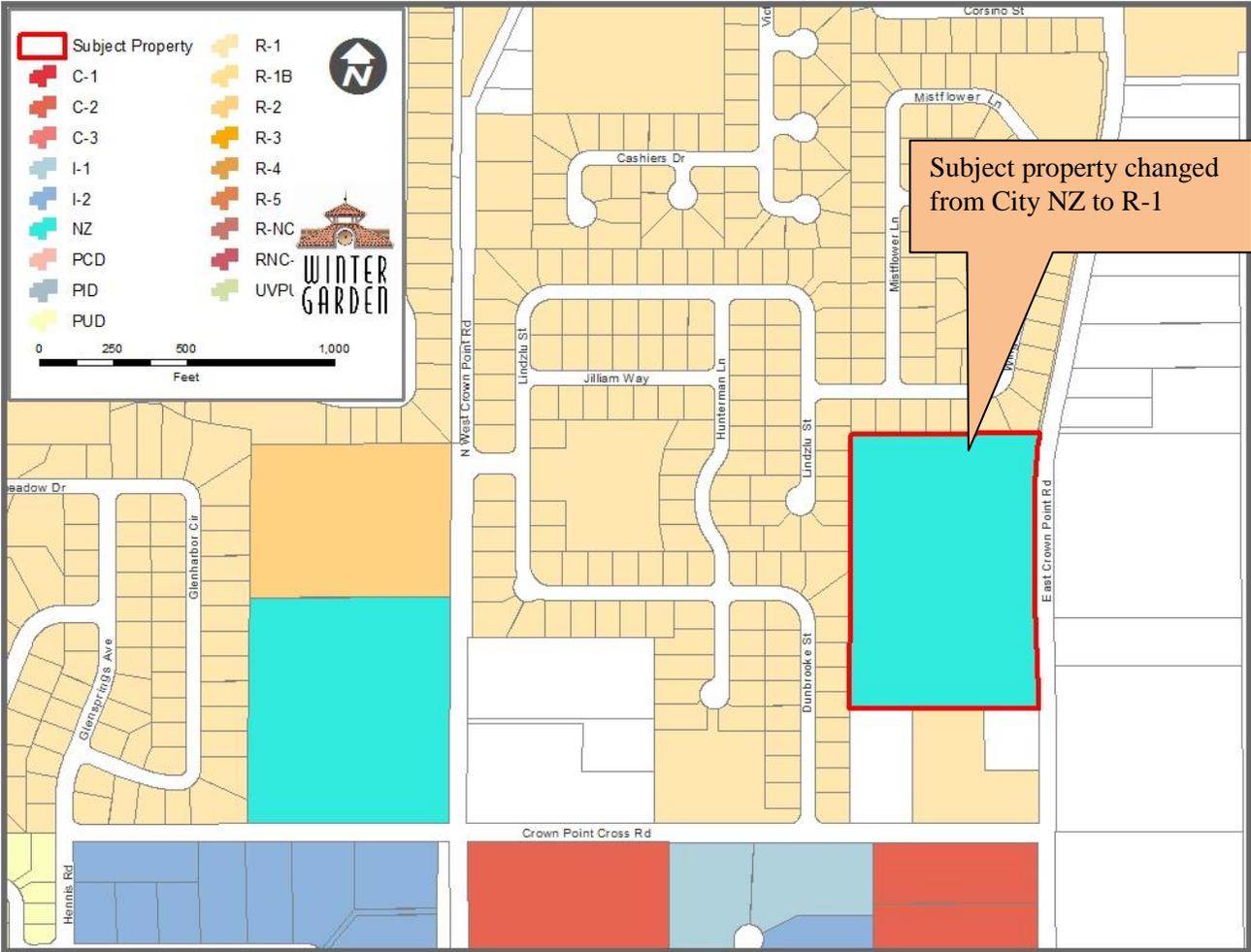
MAPS

AERIAL PHOTO

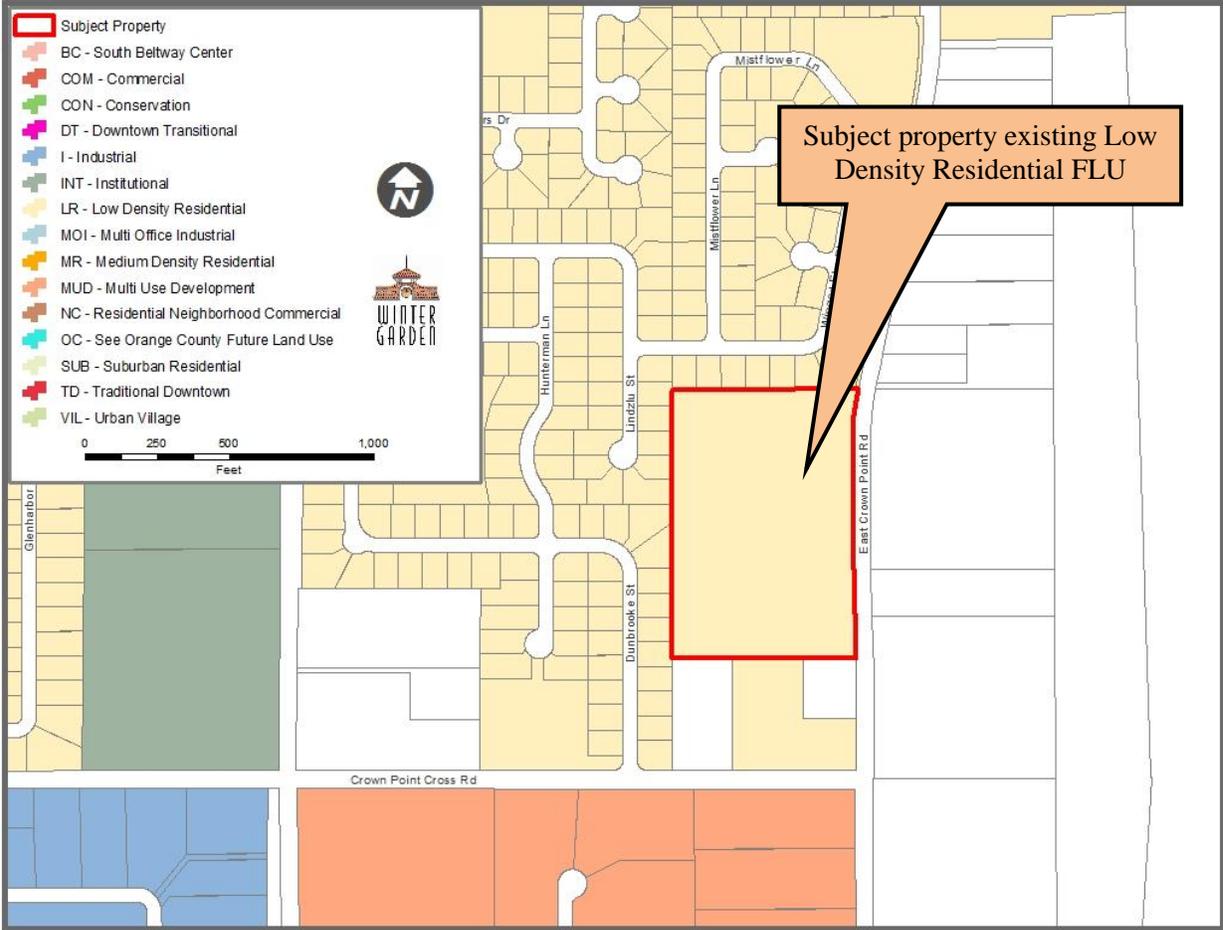
1006 East Crown Point Road



ZONING MAP
1006 EAST CROWN POINT ROAD



FUTURE LAND USE MAP
1006 East Crown Point 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: November 7, 2013

Meeting Date: November 14, 2013

Subject: East Fullers Cross Road
Highland Groves II (NORTH)
Ordinance 13-34
Parcel ID # 02-22-27-0000-00-002

Issue: The applicant is requesting Future Land Use designation on property located north of the intersection on North Fullers Cross Road and East Fullers Cross Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 32.884 ± acre enclave located north of the intersection of North Fullers Cross road and east Fullers Cross Road. The applicant has Annexed into the City and is now applying for Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Conservation (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 13-34, with second reading and adoption scheduled for December 12, 2013.

Attachment(s)/References:

Location Map
Staff Report
Ordinance 13-34

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

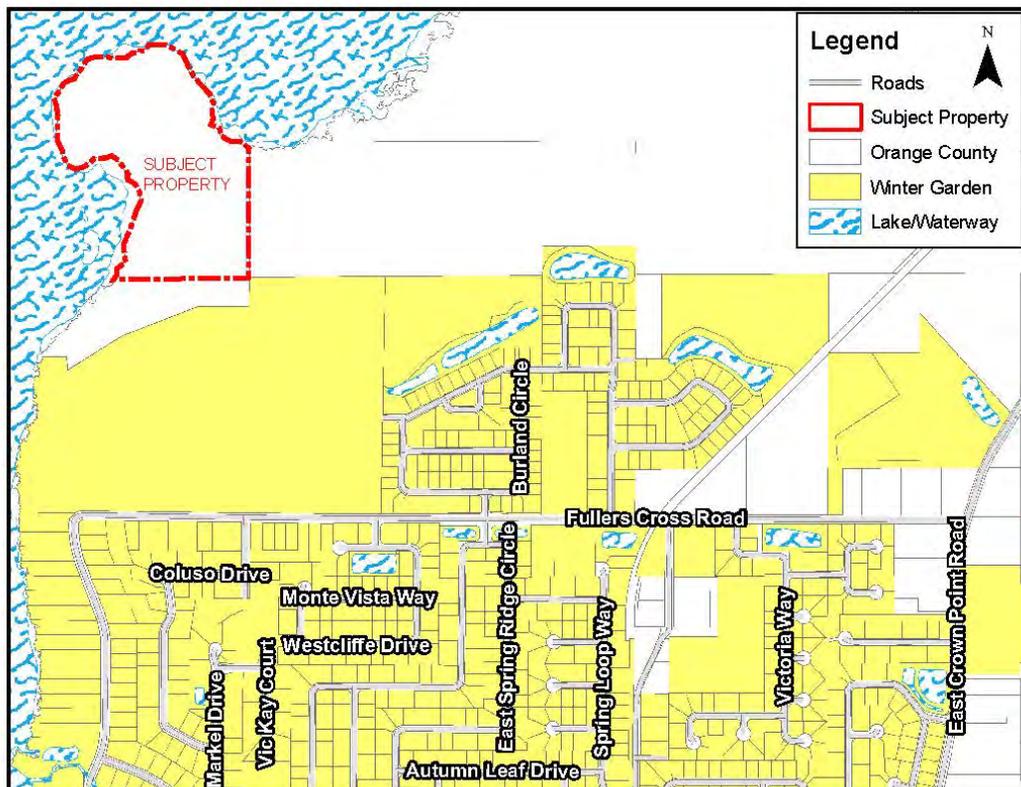
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: JUNE 27, 2013
SUBJECT: ANNEXATION – FLU AMENDMENT
EAST FULLERS CROSS ROAD (32.884 +/- ACRES)
PORTION OF PARCEL ID #: 02-22-27-0000-00-002
APPLICANT: RAYMER MAQUIRE III

INTRODUCTION

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

The subject property is located north of the intersection of North Fullers Cross Road and East Fullers Cross Road and is approximately 32.884 ± 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 and amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Conservation. At this time, no zoning will be applied to the property.

In accordance with the City's Comprehensive Plan, property assigned the Conservation land use designation shall be lands that are natural resources. It is the intent of this land use designation to provide for the long term protection and preservation of environmentally sensitive natural resources systems. Development shall be limited to passive recreation facilities such as boardwalk or conservation related facilities such monitoring facilities or educational trails. The developer of land adjacent to areas designated with the Conservation land use shall bear the burden of proof in determining that proposed development will not adversely impact conservation resources. The zoning classifications that is consistent with the Conservation classification is CON and INT.

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 wooded vacant land.

ADJACENT LAND USE AND ZONING

The property located to the north is Lake Apopka. The property located to the east is undeveloped wooded wetland, zoned A-2 and located in Orange County. The property to the south is an orange grove, zoned R-1 (currently being rezoned to PUD), and located in Winter Garden. The property to the west is Lake Apopka.

PROPOSED USE

The applicant intends to annex the property and keep it as a conservation tract.

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

East Fullers Cross Road (Highland Groves – North)

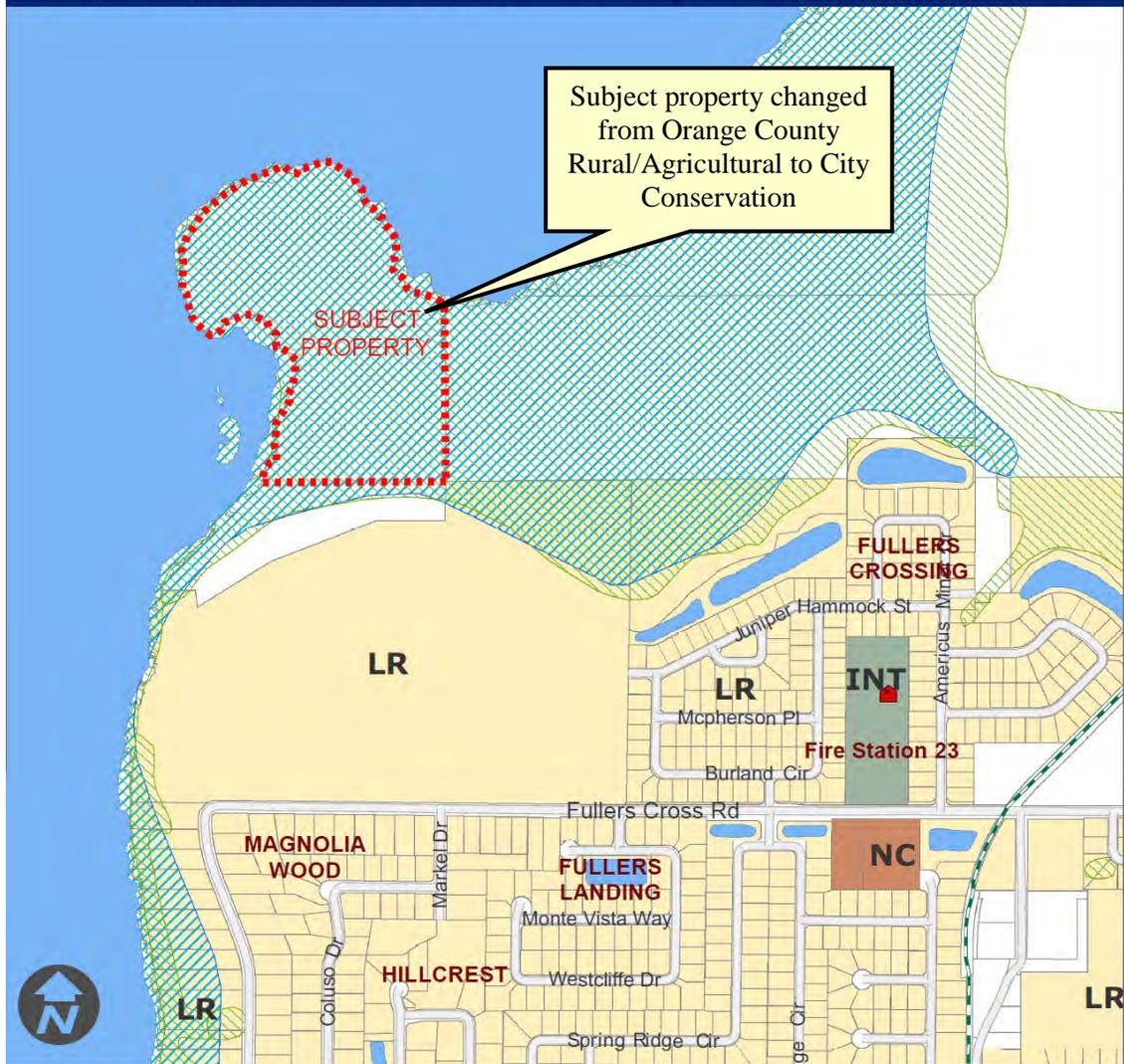


FUTURE LAND USE MAP
East Fullers Cross Road (Highland Groves - North)

 Subject Property	 MOI - Multi Office Industrial	 West Orange Trail
Future Land Use	 MR - Medium Density Residential	 Roads
 BC - South Beltway Center	 MUD - Multi Use Development	 County Line
 COM - Commercial	 NC - Residential Neighborhood Commercial	 Waterbodies
 CON - Conservation	 OC - See Orange County FLUM	 Wetlands
 DT - Downtown Transitional	 SUB - Suburban Residential	 Floodplains
 I - Industrial	 TD - Traditional Downtown	
 INT - Institutional	 VIL - Urban Village	
 LR - Low Density Residential		


City of Winter Garden
Future Land Use Map

Date source for data maintained by other agencies: The railroad layer was obtained from the Department of Transportation. The roads, county line, and FEMA floodplains layers were obtained from Orange County. The wetlands were obtained from SJRWMD.



END OF STAFF REPORT

ORDINANCE 13-34

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 32.884 ± ACRES LOCATED NORTH OF THE INTERSECTION OF NORTH FULLERS CROSS ROAD AND EAST FULLERS CROSS ROAD FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY CONSERVATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 13th 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 24th 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 32.884 ± acres located north of the intersection of North Fullers Cross Road and East Fullers Cross 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 Rural/Agricultural to City Conservation; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 13-33, 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 July 11, 2013

SECOND FIRST READING AND PUBLIC HEARING November 14, 2013

SECOND READING AND PUBLIC HEARING

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

DESCRIPTION: (A PORTION OF PARCEL ID#02-22-27-0000-00-002)

Government Lot 1 of Section 2, Township 22 South, Range 27 East, Orange County, Florida described as follows:

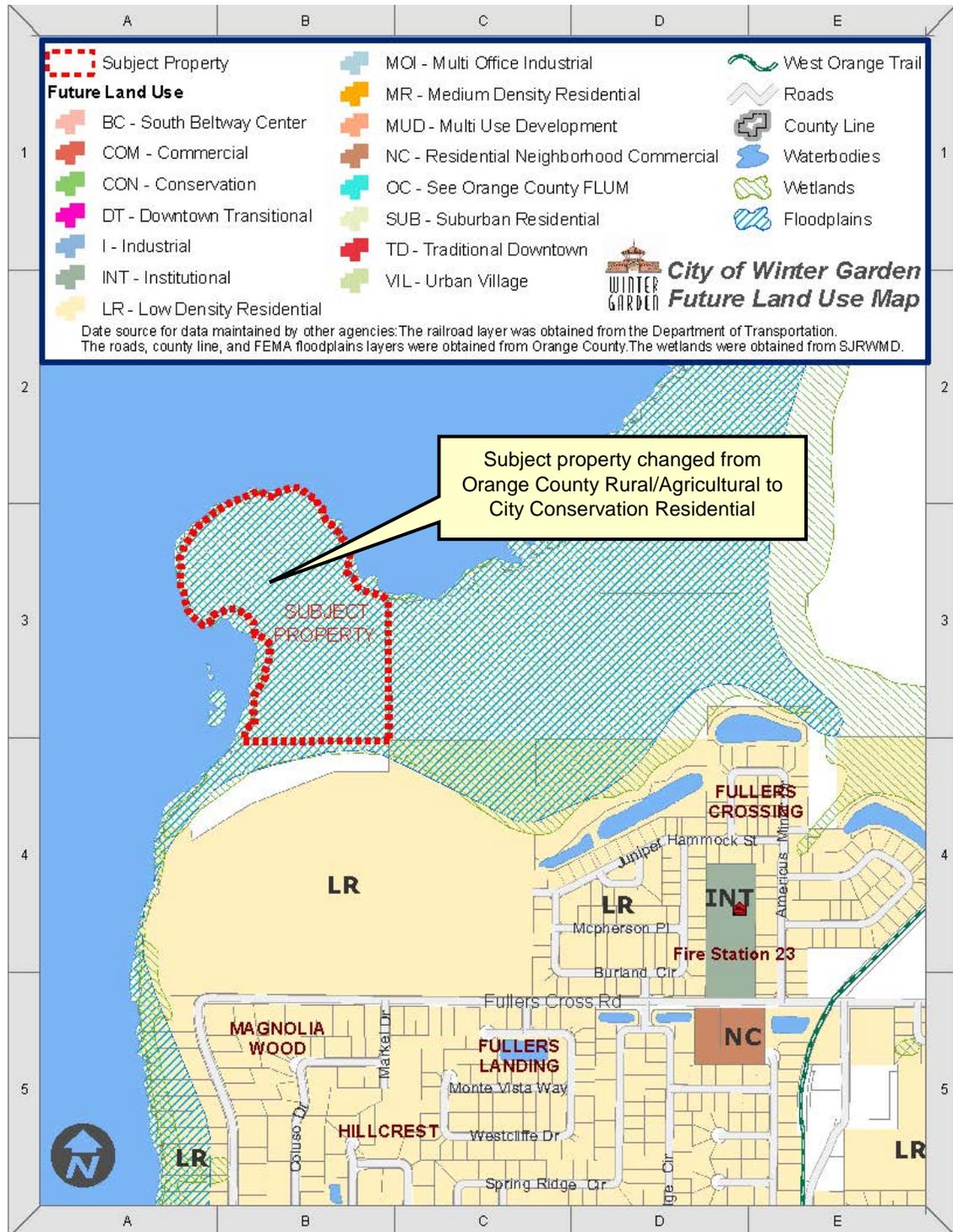
Begin at the Southeast corner of Government Lot 1 of Section 2, Township 22 South, Range 27 East; thence run S89°33'43"W along the South line of said Government Lot 1 as shown on the Original Government Township Plat, dated May 18, 1882 a distance of 677.01 feet; thence run S44°50'29"W along the Southwesterly Meander Line of said Government Lot 1 a distance of 765.58 feet; thence run S89°36'28"W a distance of 164.84 feet to the Ordinary High Water Line of Lake Apopka; thence run along the Ordinary High Water Line of Lake Apopka the following courses and distances; N35°28'11"E 210.94 feet; N47°42'00"E 160.66 feet; N17°17'26"E 83.54 feet; N51°30'54"E 199.39 feet; N53°35'05"E 92.57 feet; N17°46'27"E 191.73 feet; N08°01'18"E 127.10 feet; N31°29'29"E 101.86 feet; N14°38'20"E 130.78 feet; N01°23'53"E 72.25 feet; N53°08'44"W 123.36 feet; N20°08'48"W 112.59 feet; N66°10'24"W 82.86 feet; S87°03'58"W 68.84 feet; S57°44'20"W 79.21 feet; S43°47'50"W 58.58 feet; N75°58'17"W 87.21 feet; N31°31'07"W 64.46 feet; N14°23'21"W 70.93 feet; N20°45'23"W 65.37 feet; N02°07'20"E 108.22 feet; N07°42'01"W 149.55 feet; N27°48'53"E 124.54 feet; N62°53'31"E 92.30 feet; N30°16'14"E 111.31 feet; N77°38'39"E 149.75 feet; S82°39'06"E 125.27 feet; N65°17'41"E 277.93 feet; S63°48'46"E 140.69 feet; S30°23'36"E 67.33 feet; S06°00'45"E 76.53 feet; S40°08'12"E 233.15 feet; S01°22'52"W 166.28 feet; S51°38'54"E 61.33 feet; S16°56'11"E 48.15 feet; S67°31'42"E 220.02 feet to the East line of said Government Lot 1; thence run S00°58'03"W along the East line of said Government Lot 1 a distance of 842.32 feet to the Point of Beginning.

Containing 1,432,468 square feet or 32.884 acres more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

PARCEL ID#02-22-27-0000-00-002



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 2, 2013

Meeting Date: December 12, 2013

Subject: 1205 East Fullers Cross Road
Oak Trail
Ordinance 13-48
Ordinance 13-49
Ordinance 13-50
Parcel ID # 12-22-27-0000-00-005

Issue: The applicant is requesting Annexation, Zoning, and Future Lands Use designation on property located at 1205 East Fullers Cross Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 11.1 ± acre enclave located on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point Road. The applicant has requested Annexation into the City, Initial Zoning of R-1B, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential. (See attached Staff Report).

Recommended Action:

The applicant has requested that this item be tabled until the January 9, 2014 meeting.

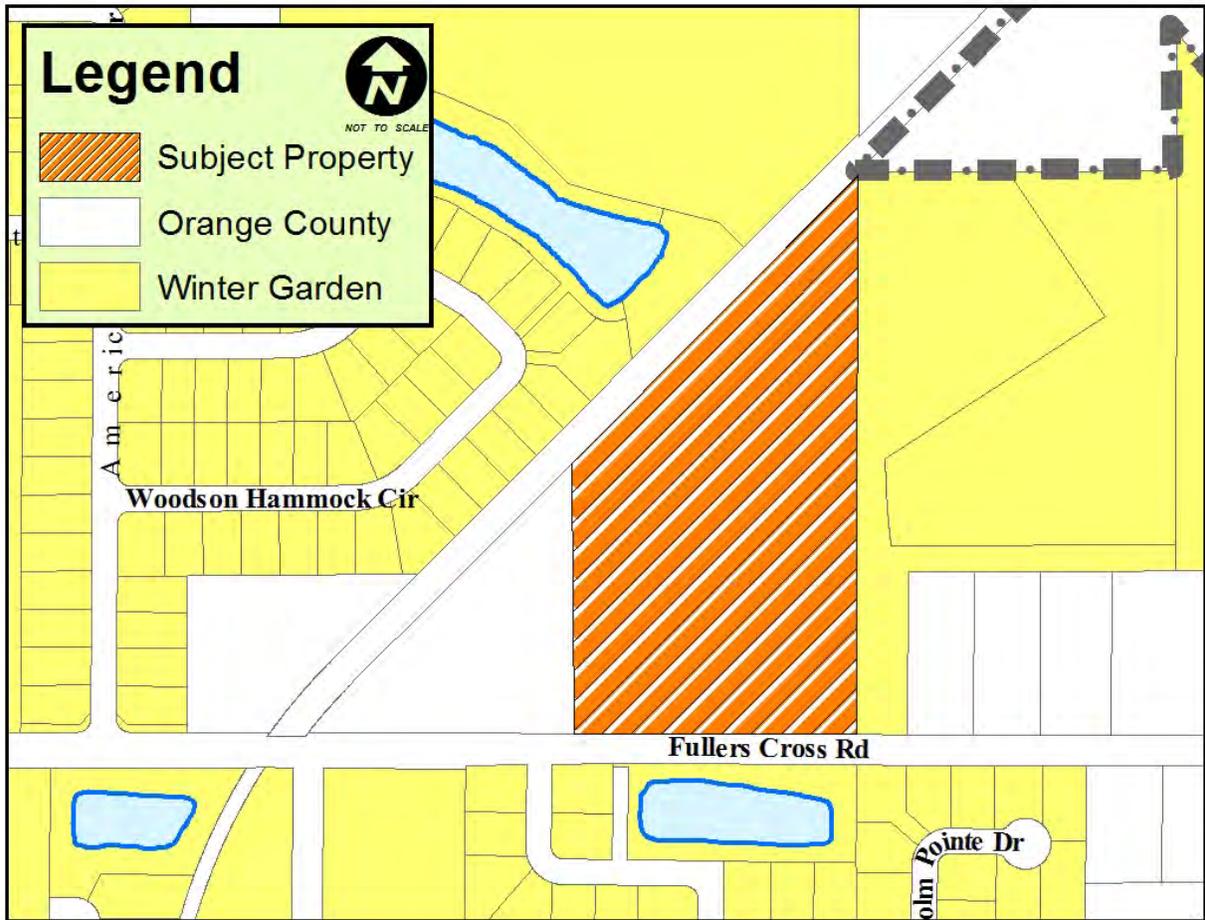
Attachment(s)/References:

Location Map
Staff Report
Ordinance 13-48
Ordinance 13-49
Ordinance 13-50

LOCATION MAP

1205 E Fullers Cross Road

ANNEXATION, FLU MAP AMENDMENT, REZONING



ORDINANCE 13-48

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT 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 11.1 ± acres located at 1205 East Fullers Cross Road on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point 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 August 8, 2013

SECOND FIRST READING AND PUBLIC HEARING November 14, 2013

SECOND READING AND PUBLIC HEARING

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#: 12-22-27-0000-00-005

PARCEL A:

THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING SOUTH AND EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY, ALL LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR FULLERS CROSS ROAD ON SOUTH, ALSO LESS AND EXCEPT THAT PART PREVIOUSLY CONVEYED BY WARRANTY DEED RECORDED IN DEED BOOK 624, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN IN THE CENTER OF THE INTERSECTION OF A.C.L. RY TRACKS AND THE COUNTY HARD ROAD, AT CROWN POINT, FLORIDA, (THE HARD ROAD FROM WINTER GARDEN TO FULLERS), RUN THENCE EAST 520 FEET, NORTH 528 FEET TO INTERSECT SAID RY., THENCE SOUTHWESTERLY 748 FEET ALONG RY. TO POINT OF BEGINNING. THIS LAND IS IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA (LESS RIGHTS OF WAY)

SAID PARCEL A, ALSO DESCRIBED AS THE FOLLOWING DESCRIBED PARCEL B :

PARCEL B:

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING MARKED BY A 4"x4" CONCRETE MONUMENT "NO 10" C.C.R. #066512 RUN N89°42'06"E ALONG THE NORTH LINE OF SAID SECTION, 1310.50 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID NORTH LINE RUN S00°11'45"W ALONG SAID EAST LINE, 540.94 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY RIGHT OF WAY LINE OF RAILS TO TRAILS/APOPKA TO MABEL PROJECT OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY MAPS PREPARED BY JONES, WOOD & GENTRY; THENCE CONTINUE ALONG SAID EAST LINE AND EASTERLY RIGHT OF WAY LINE S00°11'45"W, 7.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE CONTINUE S00°11'45"W ALONG SAID EAST LINE, 1097.46 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT OF WAY LINE OF FULLERS CROSS ROAD PER ORANGE COUNTY ROAD BOND BOOK 1 PROJECT 5; THENCE DEPARTING SAID EAST LINE RUN N89°43'54"W ALONG SAID NORTH RIGHT OF WAY LINE, 614.58 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°00'00"E, 474.88 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF THE RAILS TO TRAILS/APOPKA TO MABEL PROJECT; THENCE RUN N44°56'12"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 875.41 FEET TO THE POINT OF BEGINNING.

ORDINANCE 13-49

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 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY PLANNED DEVELOPMENT – LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 13th 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 24th 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 11.1 ± acres located at 1205 East Fullers Cross Road on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point 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 Planned Development – Low Density Residential to City Low Density Residential; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 13-48, 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 August 8, 2013

SECOND FIRST READING AND PUBLIC HEARING November 14, 2013

SECOND READING AND PUBLIC HEARING

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#: 12-22-27-0000-00-005

PARCEL A:

THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING SOUTH AND EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY, ALL LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR FULLERS CROSS ROAD ON SOUTH. ALSO LESS AND EXCEPT THAT PART PREVIOUSLY CONVEYED BY WARRANTY DEED RECORDED IN DEED BOOK 624, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN IN THE CENTER OF THE INTERSECTION OF A.C.L. RY TRACKS AND THE COUNTY HARD ROAD, AT CROWN POINT, FLORIDA, (THE HARD ROAD FROM WINTER GARDEN TO FULLERS), RUN THENCE EAST 520 FEET, NORTH 528 FEET TO INTERSECT SAID RY., THENCE SOUTHWESTERLY 748 FEET ALONG RY. TO POINT OF BEGINNING. THIS LAND IS IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA (LESS RIGHTS OF WAY)

SAID PARCEL A, ALSO DESCRIBED AS THE FOLLOWING DESCRIBED PARCEL B :

PARCEL B:

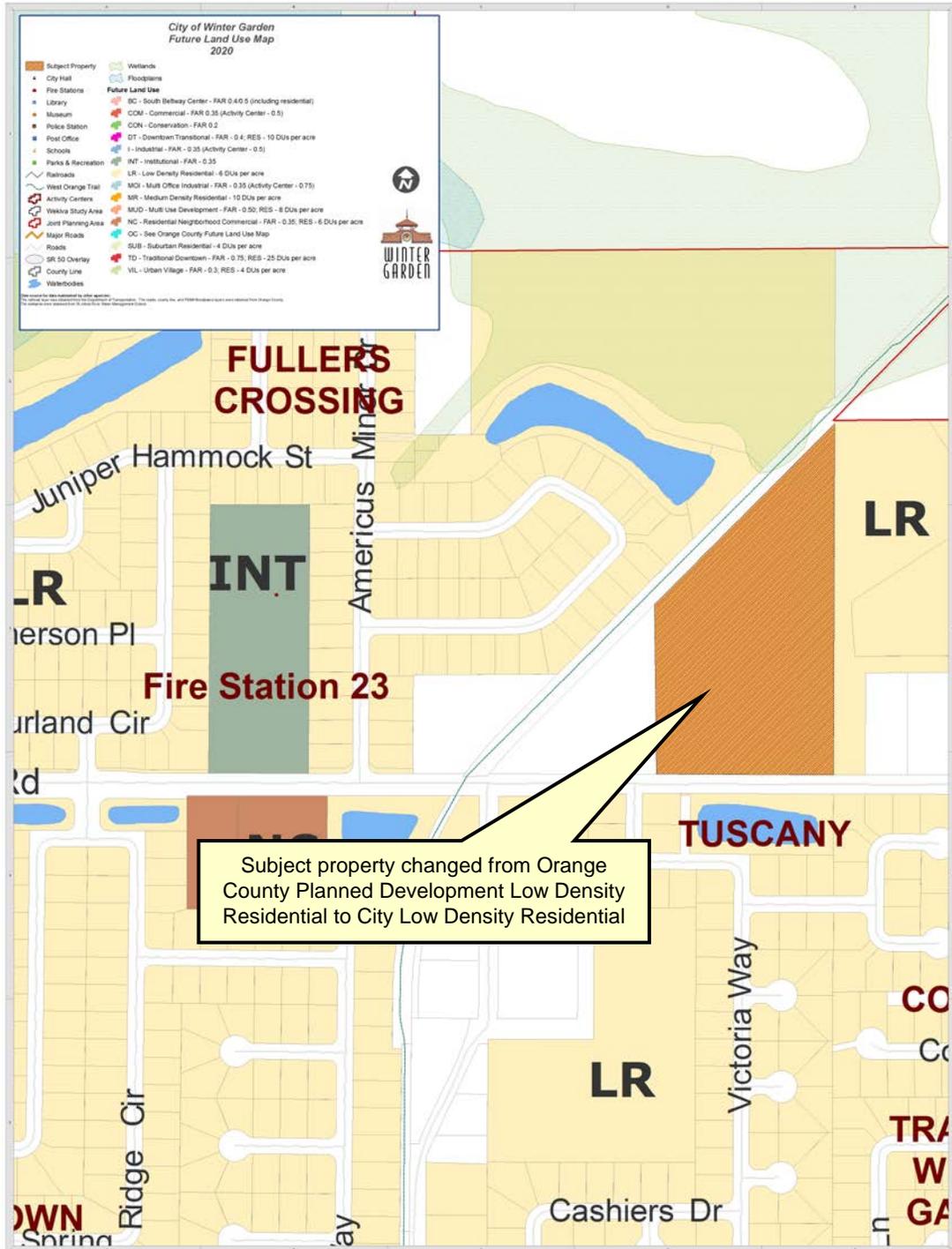
A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING MARKED BY A 4"x4" CONCRETE MONUMENT "NO 10" C.C.R. #066512 RUN N89°42'06"E ALONG THE NORTH LINE OF SAID SECTION, 1310.50 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID NORTH LINE RUN S00°11'45"W ALONG SAID EAST LINE, 540.94 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY RIGHT OF WAY LINE OF RAILS TO TRAILS/APOPKA TO MABEL PROJECT OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY MAPS PREPARED BY JONES, WOOD & GENTRY; THENCE CONTINUE ALONG SAID EAST LINE AND EASTERLY RIGHT OF WAY LINE S00°11'45"W, 7.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE CONTINUE S00°11'45"W ALONG SAID EAST LINE, 1097.46 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT OF WAY LINE OF FULLERS CROSS ROAD PER ORANGE COUNTY ROAD BOND BOOK 1 PROJECT 5; THENCE DEPARTING SAID EAST LINE RUN N89°43'54"W ALONG SAID NORTH RIGHT OF WAY LINE, 614.58 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°00'00"E, 474.88 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF THE RAILS TO TRAILS/APOPKA TO MABEL PROJECT; THENCE RUN N44°56'12"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 875.41 FEET TO THE POINT OF BEGINNING.

ATTACHMENT "B"

FUTURE LAND USE MAP

1205 East Fullers Cross Road



ORDINANCE 13-50

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY A-2 FARMLAND RURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 11.1 ± acres located at 1205 East Fullers Cross Road on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-2 Farmland Rural to the City's R-1B Residential District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 13-49 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING August 8, 2013

SECOND FIRST READING AND PUBLIC HEARING November 14, 2013

SECOND READING AND PUBLIC HEARING

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#: 12-22-27-0000-00-005

PARCEL A:

THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING SOUTH AND EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY, ALL LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR FULLERS CROSS ROAD ON SOUTH. ALSO LESS AND EXCEPT THAT PART PREVIOUSLY CONVEYED BY WARRANTY DEED RECORDED IN DEED BOOK 624, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN IN THE CENTER OF THE INTERSECTION OF A.C.L. RY TRACKS AND THE COUNTY HARD ROAD, AT CROWN POINT, FLORIDA, (THE HARD ROAD FROM WINTER GARDEN TO FULLERS), RUN THENCE EAST 520 FEET, NORTH 528 FEET TO INTERSECT SAID RY., THENCE SOUTHWESTERLY 748 FEET ALONG RY. TO POINT OF BEGINNING. THIS LAND IS IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA (LESS RIGHTS OF WAY)

SAID PARCEL A, ALSO DESCRIBED AS THE FOLLOWING DESCRIBED PARCEL B :

PARCEL B:

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING MARKED BY A 4"x4" CONCRETE MONUMENT "NO 10" C.C.R. #066512 RUN N89°42'06"E ALONG THE NORTH LINE OF SAID SECTION, 1310.50 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID NORTH LINE RUN S00°11'45"W ALONG SAID EAST LINE, 540.94 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY RIGHT OF WAY LINE OF RAILS TO TRAILS/APOPKA TO MABEL PROJECT OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY MAPS PREPARED BY JONES, WOOD & GENTRY; THENCE CONTINUE ALONG SAID EAST LINE AND EASTERLY RIGHT OF WAY LINE S00°11'45"W, 7.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE CONTINUE S00°11'45"W ALONG SAID EAST LINE, 1097.46 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT OF WAY LINE OF FULLERS CROSS ROAD PER ORANGE COUNTY ROAD BOND BOOK 1 PROJECT 5; THENCE DEPARTING SAID EAST LINE RUN N89°43'54"W ALONG SAID NORTH RIGHT OF WAY LINE, 514.58 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°00'00"E, 474.88 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF THE RAILS TO TRAILS/APOPKA TO MABEL PROJECT; THENCE RUN N44°56'12"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 875.41 FEET TO THE POINT OF BEGINNING.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

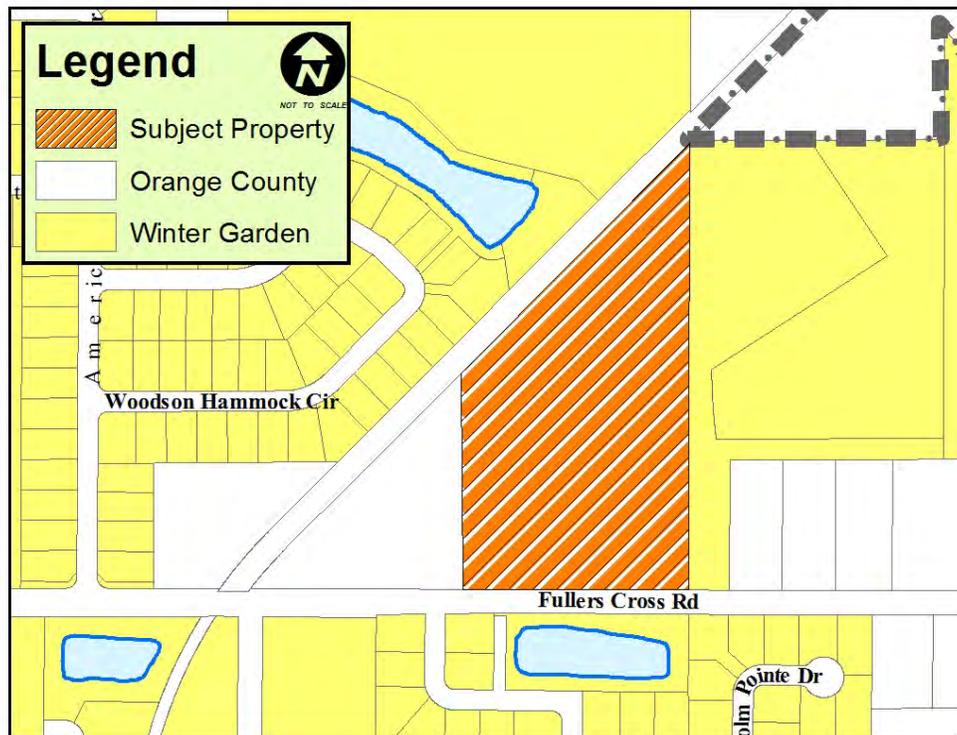
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: JULY 29, 2013
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
1205 EAST FULLERS CROSS ROAD (11.1 +/- ACRES)
PARCEL ID #: 12-22-27-0000-00-005
APPLICANT: GILKEY ORGANIZATION, LLC

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 1205 East Fullers Cross Road, on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point Road and is approximately 11.1 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



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

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

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

EXISTING USE

The subject property currently contains one house, one manufactured home, and the remainder is wooded vacant land.

ADJACENT LAND USE AND ZONING

The property located to the north is developed with the Fullers Crossing single family neighborhood, zoned PUD, and located in Winter Garden. The property located to the east is 6 +/- acre property developed with a single family house, zoned R-1, and located in Winter Garden. The property to the south is developed with the Tuscany single family neighborhood, zoned R-1, and located in Winter Garden. The property to the west is 3.2 +/- acre property developed with a single family house and a citrus grove, zoned A-2, and located in Orange County.

PROPOSED USE

The applicant intends to annex the property and submit for a Preliminary Subdivision Plan, then Construction Plans to develop it with a single family neighborhood with approximately 26 lots.

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.

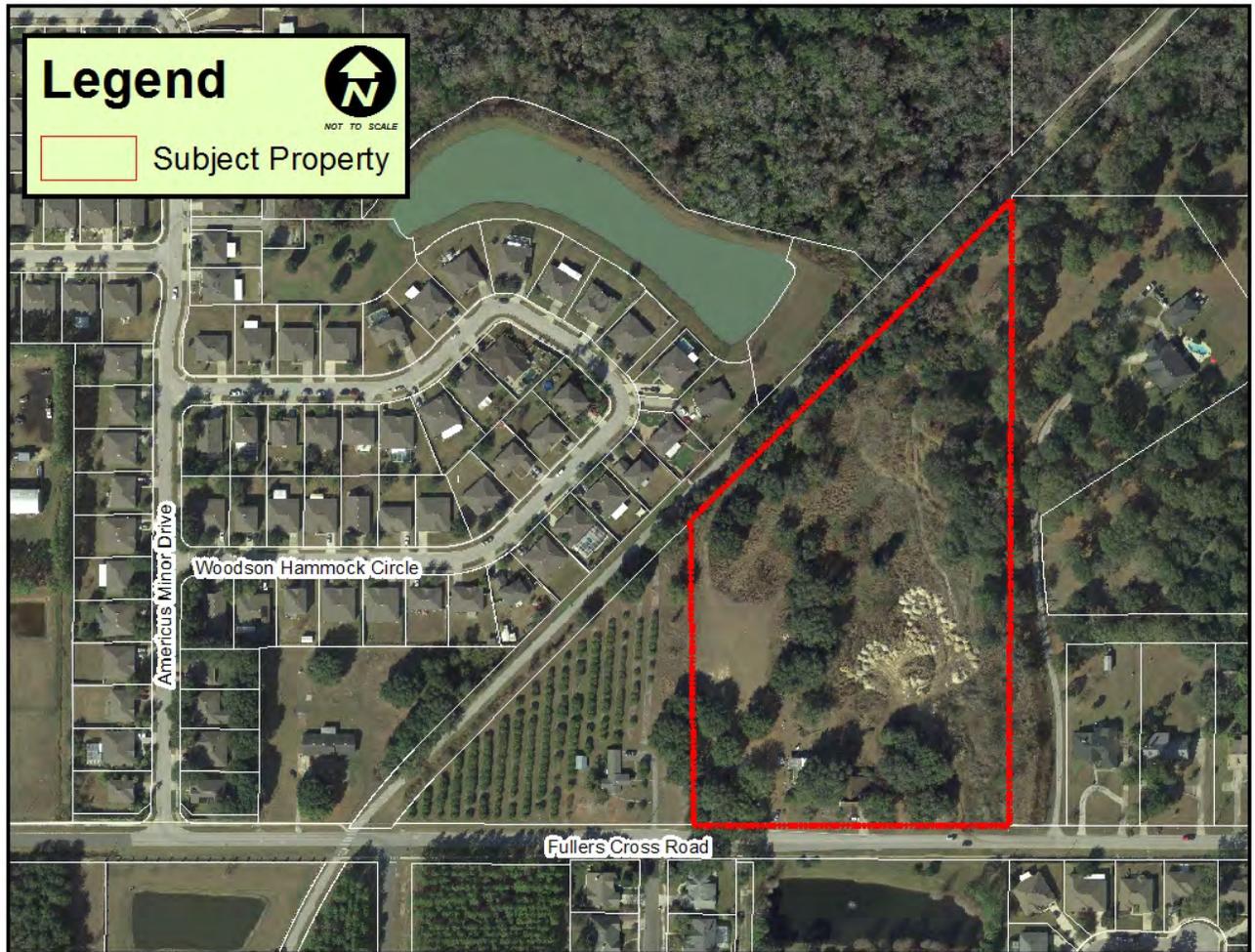
SUMMARY

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.

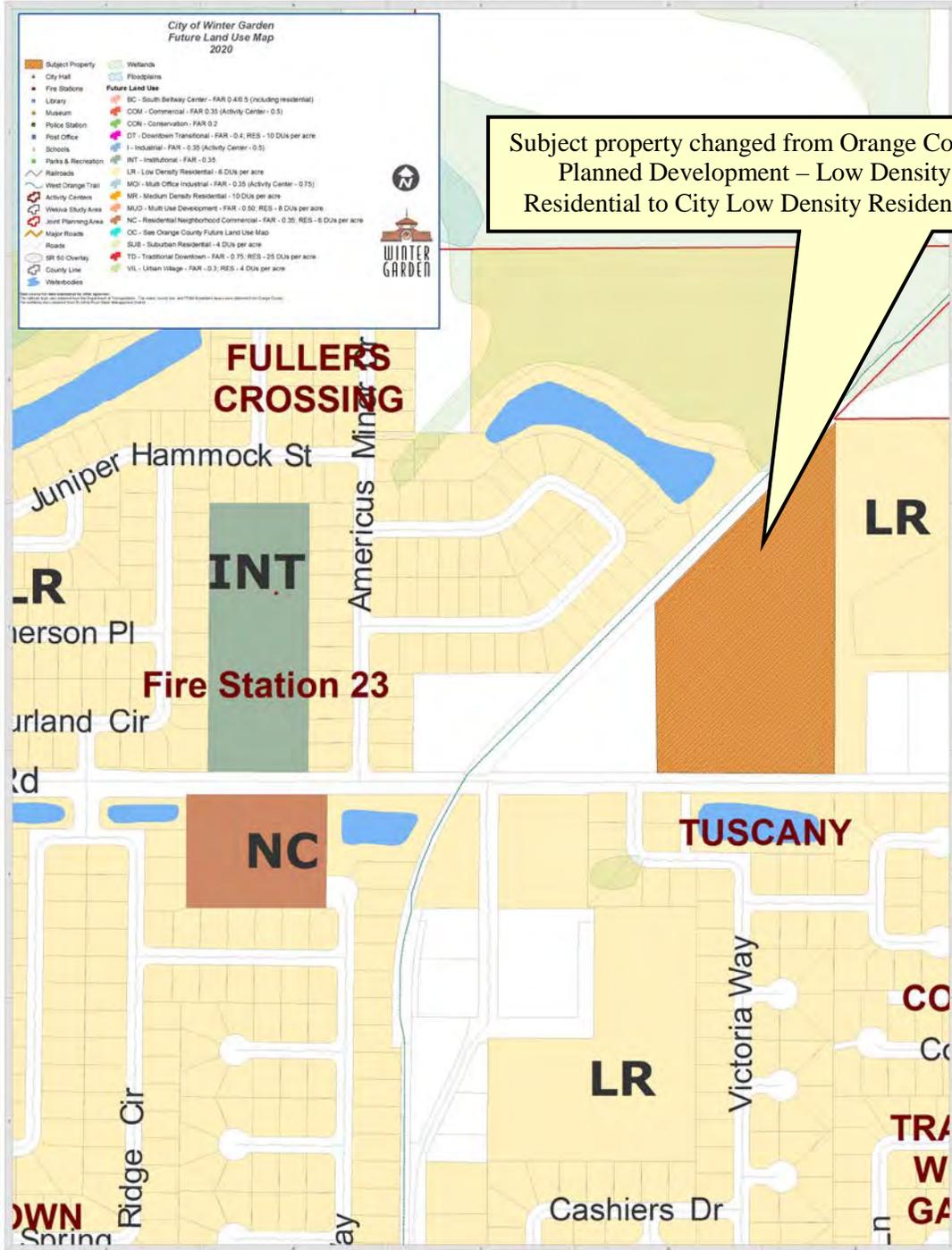
MAPS

AERIAL PHOTO

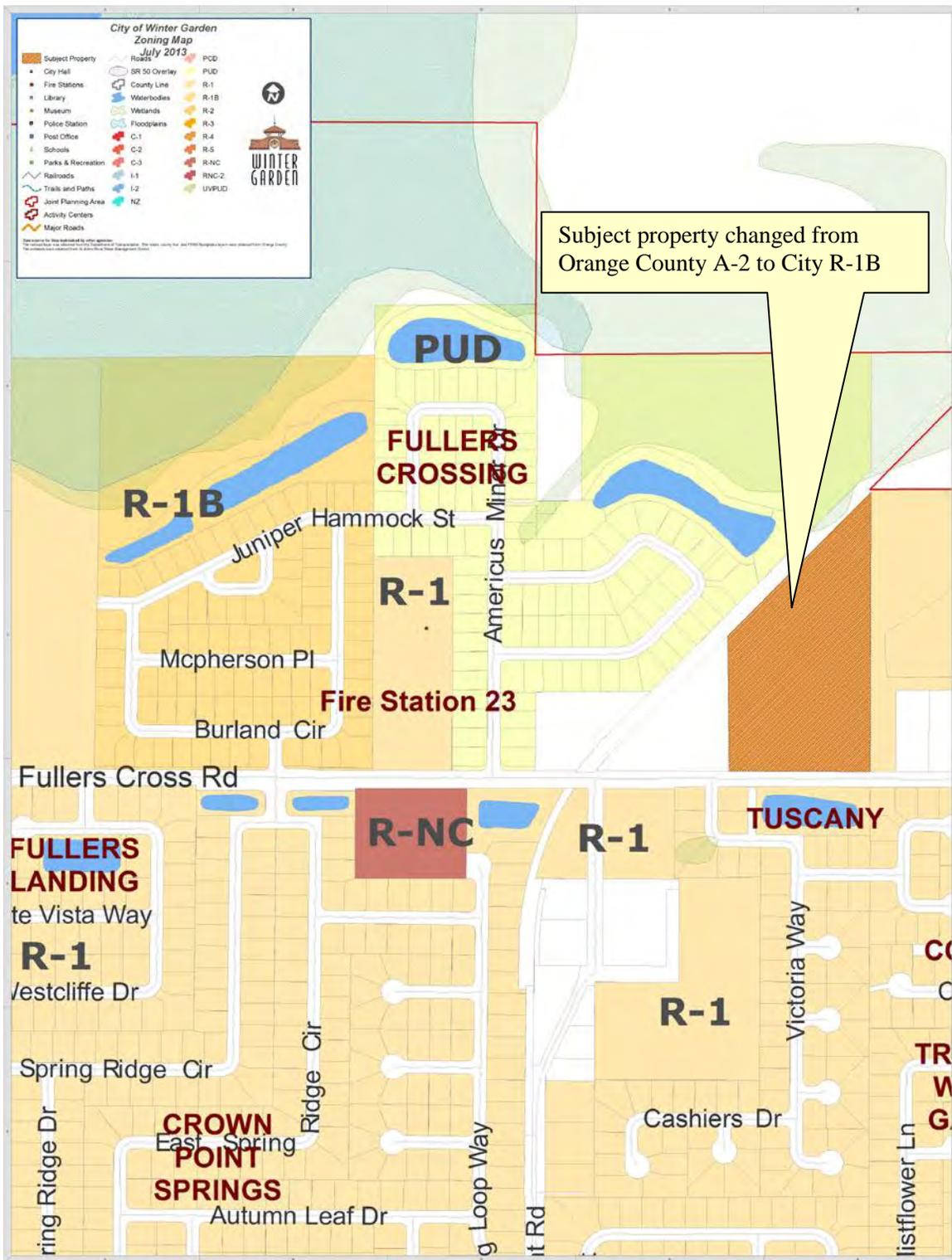
1205 East Fullers Cross Road (Oak Trail)



FUTURE LAND USE MAP
1205 East Fullers Cross Road (Oak Trail)



ZONING MAP 1205 East Fullers Cross Road (Oak Trail)



END OF STAFF REPORT

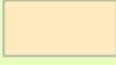


Legend

NOT TO SCALE

 Subject Property

 Orange County

 Winter Garden

Marys Park Pl

Carter Rd

W Colonial Dr

W Colonial Dr

Partlow Dr

Elboc Way

ORDINANCE 13-66

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM CITY I-2 GENERAL INDUSTRIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.83 ± acres of land located at 1150 and 1170 Elboc Way on the west side of Elboc Way south of West Colonial Drive, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from City I-2 General Industrial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Non-Conforming Interim Use Agreement.* The Non-Conforming Interim Use Agreement attached hereto as ATTACHMENT "B" (the "Interim Use Agreement") is hereby approved, and the terms and conditions on the Interim Use as set forth in the Interim Use Agreement shall have the effect of law. The violation of any terms and conditions of the Interim Use Agreement by the property owner(s) or tenant(s) or their respective guests, invitees, successors, and assigns, or any combination thereof, shall constitute a violation of City ordinances.

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

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#: 25-22-27-8814-00-030 & 25-22-27-8814-00-020

LOTS 2 & 3, IN TYBRENT CENTER , ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 14, PAGES 3 AND 4, PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA.

ORDINANCE 13-67

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.83 ± ACRES LOCATED AT 1150 AND 1170 ELBOC WAY ON THE WEST SIDE OF ELBOC WAY SOUTH OF WEST COLONIAL DRIVE FROM INDUSTRIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 13th 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 24th of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

WHEREAS, the owner of that certain real property generally described as 0.83 ± acres of land located at 1150 and 1170 Elboc Way on the west side of Elboc Way south of West Colonial Drive, 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 City Industrial to City Commercial; and

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

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 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#: 25-22-27-8814-00-030 & 25-22-27-8814-00-020

LOTS 2 & 3, IN TYBRENT CENTER , ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 14, PAGES 3 AND 4, PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA.**ATTACHMENT "B"**

FUTURE LAND USE MAP

1150 & 1170 Elboc Way



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: OCTOBER 7, 2013
SUBJECT: REZONING & FLU AMENDMENT
1150 & 1170 ELBOC WAY (0.83 +/- ACRES)
PARCEL ID #: 25-22-27-8814-00-030 & 25-22-27-8814-00-020
APPLICANT: MARY P. & CLINT O. WEBSTER

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 1150 and 1170 Elboc Way and is approximately 0.83 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant is requesting to rezone and amend the Future Land Use designation on the 0.83 ± acre property which is located within the City of Winter Garden. The property is currently zoned I-2 (General Industrial District) and carries a Future Land Use Designation of I (Industrial) on the Future Land Use Map of the City's Comprehensive Plan. The proposed zoning is C-2 (Arterial Commercial) and the proposed Future Land Use designation is C (Commercial).

EXISTING USE

The subject property is currently developed with a 5,097 square foot office building at 1150 Elboc Way which was built in 1986, and a 3,375 square foot warehouse at 1170 Elboc Way which was built in 1997.

ADJACENT LAND USE AND ZONING

The property located to the north is developed with a commercial building that has retail and restaurant uses, located in the City, and zoned C-2. The property located to the east is developed with a bus sales and service facility, located in the City, and zoned C-2. The property to the south is developed with a warehouse, located in the City, and zoned I-2. The property to the west is developed with a road construction company, located in the City, and zoned I-2.

PROPOSED USE

The applicant intends to rezone the property to operate an office at 1150 Elboc and is proposing to use the warehouse at 1170 Elboc for a metal recycling storage facility for the next 5 years. After the five year lease for the warehouse expires, the owner intends to demolish the warehouse and construct additional office space.

PUBLIC FACILITY ANALYSIS

The City will continue providing 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

The C-2 zoning and Commercial Land Use designation are more consistent with the area to the north and will allow uses more consistent with the goals and objectives of the City of Winter Garden's Comprehensive Plan. City Staff recommends approval of the proposed Ordinances to Rezone the property and change the Future Land Use designation.

MAPS

AERIAL PHOTO

1150 & 1170 Elboc Way

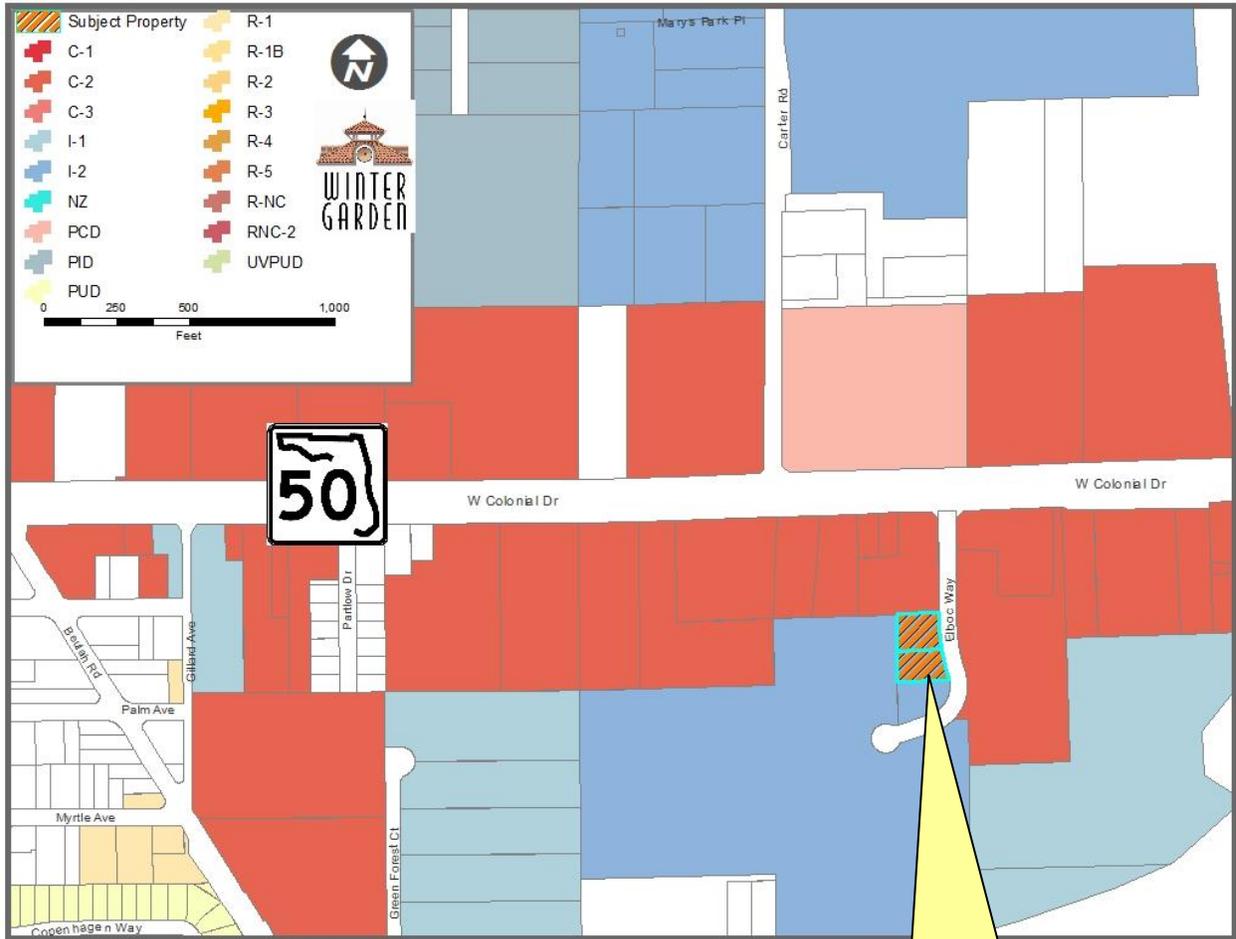


FUTURE LAND USE MAP **1150 & 1170 Elboc Way**



Subject property changed existing Land Use of Industrial to Commercial

ZONING MAP
1150 & 1170 Elboc Way



END OF STAFF REPORT

Subject property changed
from I-2 to C-2

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 8, 2013 **Meeting Date:** November 14, 2013

Subject: **Ordinance 13-68** Rezoning
 Black Lake Preserve (35.176+/- Acres)
 14288, 14350, 14362 Siplin Road
 Parcel ID# 34-22-27-0000-00-007
 34-22-27-0000-00-008
 34-22-27-0000-00-029

Issue: Request for approval of Ordinance 13-68 to rezone 35.176 +/- acre Black Lake Preserve property from “NZ” (No Zoning) to “PUD” (Planned Unit Development)

Discussion:
 At the request of the property owner, the City has annexed the subject property into the City and amended the future land use designation of the property from Orange County Rural/Agricultural to City Suburban Residential. The property owner now requests rezoning of the subject property to Planned Unit Development (PUD) to allow for development of a single family residential subdivision of 91 dwelling units. (See attached Staff Report).

Recommended Action:

 Staff recommends approval of Ordinance 13-68, rezoning the 35.176 +/- acre property from NZ to PUD subject to the conditions outlined in Ordinance 13-68 and in the attached staff report, with second reading and adoption scheduled for Thursday, December 12, 2013

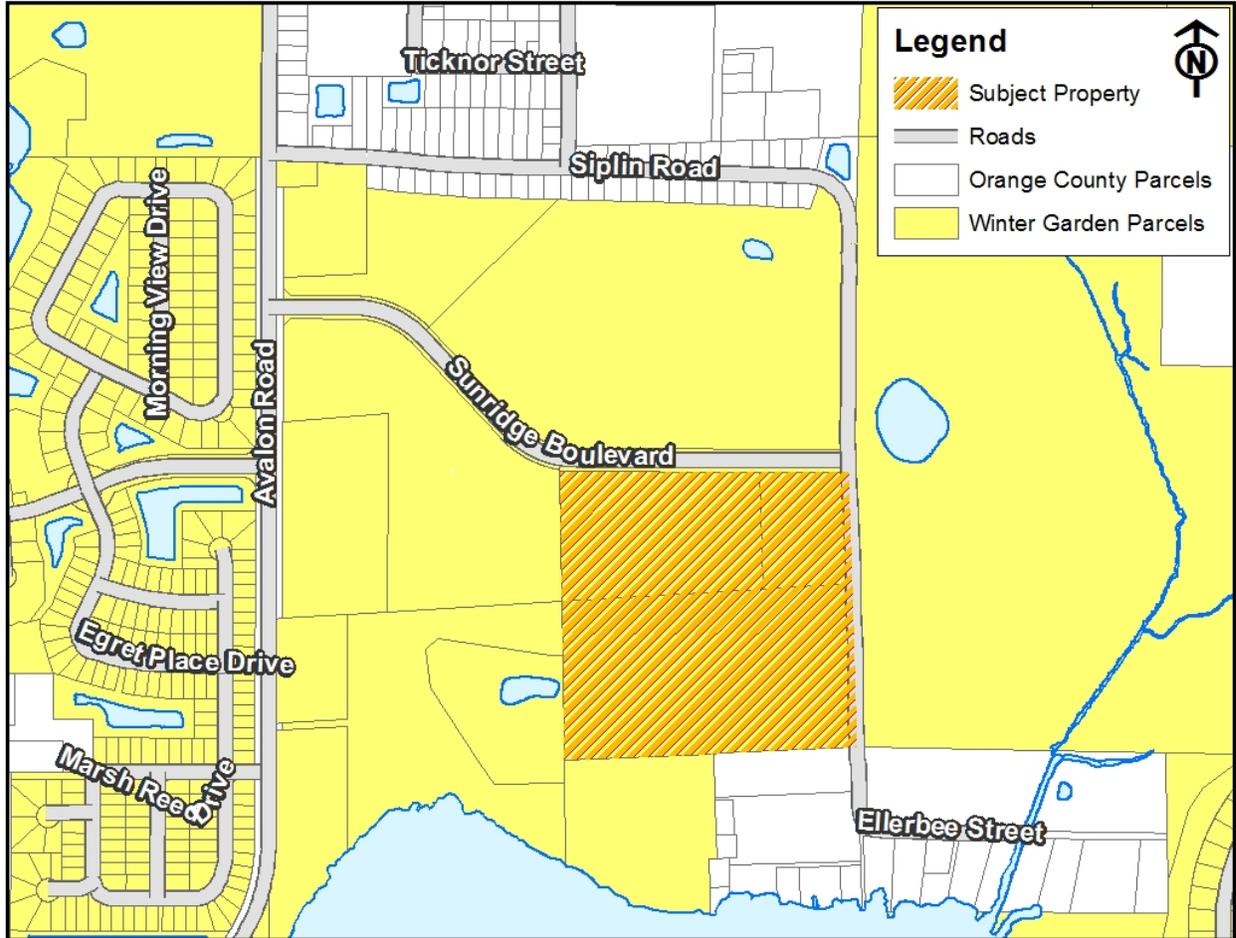
Attachment(s)/References:

 Location Map
 Ordinance 13-68
 Staff Report

LOCATION MAP

BLACK LAKE PRESERVE

ORDINANCE 13-68



ORDINANCE 13-68

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 35.176 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14288, 14350, AND 14362 SIPLIN ROAD AT THE SOUTHWEST CORNER OF SUNRIDGE BOULEVARD AND SIPLIN ROAD, FROM NO ZONING (NZ) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE BLACK LAKE PRESERVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 35.176 ± acres of land located at 14288, 14350, and 14362 Siplin Road, at the southwest corner of SunRidge Boulevard and Siplin Road, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), desire to rezone their property from City NZ to City PUD, and

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

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

SECTION 1: Rezoning. After due notice and public hearing, the zoning classification of the Property, as described in Exhibit “A” attached hereto, is hereby rezoned from No Zoning (NZ) to Planned Unit Development (PUD) in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Black Lake Preserve PUD Development Plan attached hereto as Exhibit “B.” Should any conflict be found between this Ordinance and the Black Lake Preserve PUD Development Plan attached hereto as Exhibit “B”, then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any structures, including but not limited to swimming pools, screen rooms accessory structures and buildings that are developed on the Property.

c. Design Criteria/Architectural Standards-

1. **Lot Size-** Minimum lot width shall be 70 feet; minimum lot depth shall be 125 feet.
2. **Building Height-** Maximum building height shall be 35 feet, not to exceed 2 stories.
3. **Minimum Living Area-** Minimum living area for each residential unit shall be 1,500 square feet.
4. **Signage-** All signage shall be reviewed and permitted by the City of Winter Garden. All proposed signage, with the exception of street and traffic signs, shall be submitted for review and approval as part of the Development Agreement for the Property.
5. **Setbacks and Required Yards-**
 - a. **Front yard:** 25 feet
 - b. **Rear yard:** 25 feet
 - c. **Side yard:** 5 feet
 - i. Side yard setbacks shall be no less than 5 feet and shall be unobstructed by any mechanical equipment including, but not limited to, AC units, pool equipment, water filtration systems, gas tanks, propane tanks, and any other utility or service equipment;
 - ii. Any landscaping and/or fencing installed within the 5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function.
 - d. **Corner/Street Side yard:** 15 feet
6. **Residential Design Criteria-** All development on the Property must maintain the same general design criteria and architectural characteristics as the Building Elevations attached hereto as Exhibit "C".
 - a. Rear elevations of 2-story product types shall include architectural features similar to those of the front elevation.
 - b. 25% of all dwelling units will have either a 5 foot recessed garage or a front porch.
 - c. The front porch of a dwelling unit may encroach up to 5 feet

into the front setback.

- d. Dwelling units with 5 foot recessed garage may have reduced front yard setback of 20 feet.
 - e. A front porch shall be defined as a covered outdoor area at and/or adjacent to the front door of the residential dwelling unit that extends a minimum of 3 feet on either side of the front door and has a minimum depth of 6 feet.
 - f. Product types shall be staggered to avoid construction of the same elevation side-by-side or across the street.
7. **Common Recreation and Open Space-** The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 no less than 25% Wekiva Study Area Open Space shall be provided.

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

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

- d. **Staff Conditions-** All development on the Property must comply with the following conditions:
- 1. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
 - 2. All work shall conform to City of Winter Garden standards and specifications.
 - 3. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
 - 4. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

5. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
6. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of site or building permits.
7. Landscaping, perimeter fencing, and screen walls shall be located within a landscape and wall tract, to be maintained by the HOA.
8. All proposed easements shall be 30' minimum width for sanitary, water and storm; improvements shall be centered within the easement. Common areas not abutting right-of-way shall include a tract (not easement) for access and maintenance.
9. Utilities: Minimum 8" potable water, 8" reuse water, and minimum 6" sanitary force main are required.
10. Proposed 5 ft building setbacks are permitted, provided that no obstructions of any kind are allowed within the 5 ft setback area. Minimum 5 ft wide utility and drainage easements shall be provided on each side lot line.
11. If gated, the streets will be private and maintained by the HOA. While portions of the right-of-way may be dedicated to the City, maintenance of special pavements, landscaping, hardscaping, etc. shall be performed by the HOA under a Right-of-Way maintenance agreement.
12. Right-of-way width shall be a minimum of 50 feet with minimum roadway pavement width of 24' as required by City Code (12' minimum each lane); 16' minimum lane width for any divided portion

(additional width may be required if parking is allowed); 18" of clean fill with no more than 5% passing a #200 sieve required under the subbase (show on typical section); 98% density required on all compaction; 2" minimum asphalt thickness; 10" minimum soil cement base thickness; minimum 24" wide concrete curb and gutter required; 5' wide concrete sidewalks required on both sides of street; minimum 10' wide drainage and utility easements required adjacent to all rights-of-way. All construction shall meet City of Winter Garden requirements for drainage, roadways and utilities.

13. SunRidge Boulevard has been constructed with two lanes, to be expanded as designed, to four lanes. A 5' wide concrete sidewalk will be required along the frontage of SunRidge Boulevard if not constructed with the road widening.
14. Sale of lots prior to recording of final plat is prohibited.
15. Vehicular access point on SunRidge Boulevard shall be entry only. Gate or other similar device preventing vehicular exit from this point is required.
16. Without cost to the City, the developer shall cause the design, permitting and construction of the Siplin Road realignment to occur as contemplated by the Black Lake Preserve Development Plan, the specifics of which shall be addressed in the Developer's Agreement referenced in SECTION 2 a. and by separate agreement between the developer/owner of this Project and developers/owners of adjacent properties.
17. The Developer's/Owner's timely payment of the Sunridge Fair Share Payment as provided in that certain Sunridge Boulevard Fair Share Agreement recorded at Official Records Book 10594, Page 1119, et. seq., Public Records of Orange County, Florida.

SECTION 2: *General Requirements.*

- a. **Developer's Agreement-** A Developer's Agreement shall be drafted, approval obtained and recorded prior to approval of Preliminary Plat of the Property and prior to the issuance of any site or building permits. The Developer's Agreement shall include, but is not limited to the following: road and access improvements; on-site and offsite utilities improvements; bonding requirements concerning public infrastructure and community subdivision infrastructure improvements; other commitments of the development's master plan; project phasing; vehicular access to the site; provisions concerning Owner's design, permitting and construction of access improvements for the Project including the realignment of Siplin Road, conveyance of right-of-way to the City in fee simple concerning the realignment of Siplin Road and assurances that realignment of Siplin Road

obligations will occur and not prevent potential development of surrounding lands from proceeding; off-site public infrastructure improvements; joint lift station with adjacent property owner and conveyance of lift station tract in fee simple to the City; impact fees; no impact fee credits to be given for the public infrastructure and land conveyance requirements of this Project; other conditions and commitments of this Ordinance and the Black Lake Preserve PUD Development Plan, attached hereto as Exhibit "B"; and adherence to all City Codes and Standards and development order and permit conditions of approval.

- b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.
- c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.
- d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.
- e. **Expiration-** Expiration of this PUD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 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

Exhibit "A"

LEGAL DESCRIPTION

PARCEL ID#: 34-22-27-0000-00-029 & 34-22-27-0000-00-008

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 01°18'35" EAST, ALONG THE EAST LINE OF THE NORTHWEST CORNER OF SAID SECTION 34, A DISTANCE OF 231.90 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°42'54" EAST, 8.00 FEET TO THE WEST LINE OF THAT CERTAIN RIGHT-OF-WAY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1753, PAGE 564 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°18'35" EAST, ALONG SAID WEST LINE, 478.23 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 86°25'20" WEST, ALONG SAID SOUTH LINE, 1256.43 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 00°43'13" WEST, ALONG SAID WEST LINE, 562.75 FEET TO A POINT ON SAID WEST LINE, BEING 123.77 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°42'58" EAST, 1250.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 14.966 ACRES MORE OR LESS.

PARCEL ID#: 34-22-27-0000-00-007

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 01°18'35" EAST, ALONG THE EAST LINE OF THE NORTHWEST CORNER OF SAID SECTION 34, A DISTANCE OF 709.57 FEET; TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°18'35" EAST, ALONG SAID EAST LINE, 709.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87°28'30" WEST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 1270.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 00°43'13" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 686.52 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 86°25'20" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1264.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 20.299 ACRES MORE OR LESS.

Exhibit "B"

COVER PAGE

PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

BLACK LAKE PRESERVE

REVISED OCTOBER 2013

(6 PAGES - ATTACHED)

BLACK LAKE PRESERVE PRELIMINARY DEVELOPMENT PLAN

PARCEL ID # 34-22-27-0000-00-007,
34-22-27-0000-00-008 & 34-22-27-0000-00-029

PREPARED FOR
HANOVER CAPITAL PARTNERS, LLC
911 OUTER ROAD
ORLANDO, FLORIDA 32814

PROJECT INFORMATION

PROJECT NO: 17-001
PROJECT NAME: 30,200 ACRES (PLOT 24, 1,726, R 271)
PROJECT AREA: 20,200 ACRES (PLOT 24, 1,726, R 271)
PROPOSED DEVELOPMENT: 107,000 LOTS - 44
2,000,000 SQUARE FEET OF GROSS FLOOR AREA
WITH 8,000,000 LBS OF SINGLE-FAMILY LOTS (ONE PHASE)
100%

MIN. LOT AREA: 1,500 S.F.
PROPOSED DENSITY: 2.2 UNITS/ACR PER ACRE
SERVICES: 57 - RETAIL
12 - RESTAURANT
20 - HOUSING USE
30 - HOUSING USE

NOTES: 1. THIS PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE DATA TO BE REASONABLY ACCURATE. 2. THIS PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE DATA TO BE REASONABLY ACCURATE. 3. THIS PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE DATA TO BE REASONABLY ACCURATE.

PROJECT TEAM

LANDSCAPE ARCHITECT
HANOVER CAPITAL PARTNERS, LLC
511 SOUTH PALM AVENUE, SUITE 200
ORLANDO, FLORIDA 32814
PHONE: 407-259-8300

ENGINEER/ARCHITECT
B&S ENGINEERING CONSULTANTS, LLC
2295 LEE ROAD, SUITE 103, WINTER PARK, FLORIDA 32789
PHONE: 407-960-5988

UTILITY SERVICE PROVIDERS

WATER
FLORIDA POWER & LIGHT COMPANY
2001 W. GULF AVENUE, SUITE 100
ORLANDO, FLORIDA 32817
PHONE: 407-960-5988

SEWER/WASTEWATER
FLORIDA POWER & LIGHT COMPANY
2001 W. GULF AVENUE, SUITE 100
ORLANDO, FLORIDA 32817
PHONE: 407-960-5988

ELECTRIC
FLORIDA POWER & LIGHT COMPANY
2001 W. GULF AVENUE, SUITE 100
ORLANDO, FLORIDA 32817
PHONE: 407-960-5988



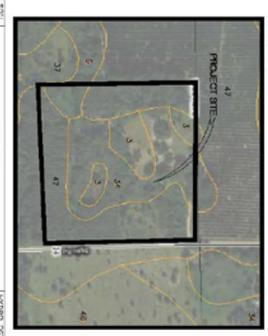
LOCATION MAP



FLOOD MAP



USGS MAP

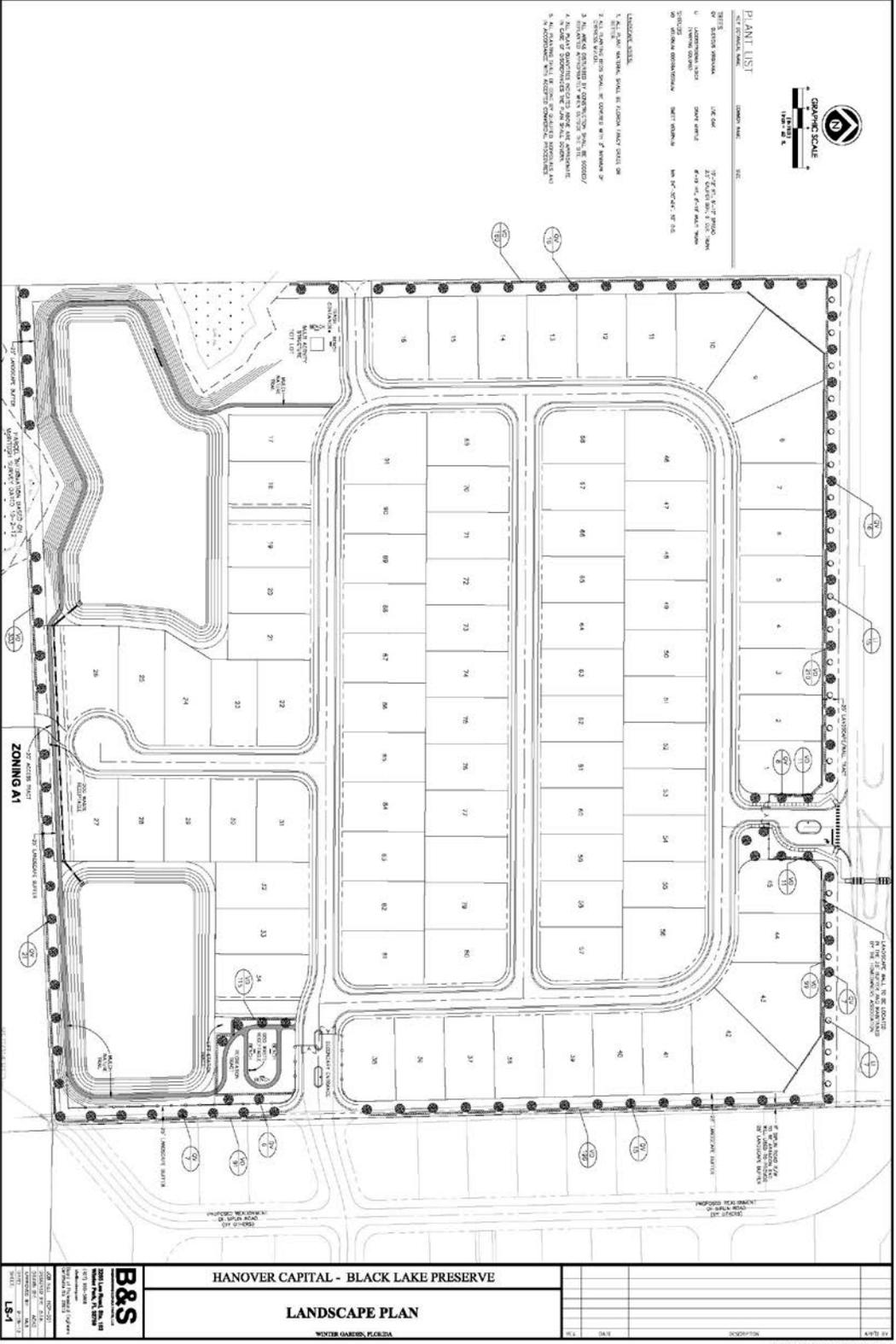


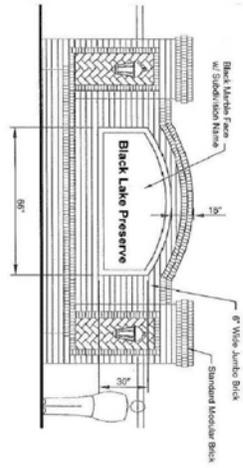
SOILS MAP

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DEVELOPMENT PLAN	10/2/2013	JHL
2	REVISIONS		
3	REVISIONS		
4	REVISIONS		
5	REVISIONS		
6	REVISIONS		
7	REVISIONS		
8	REVISIONS		
9	REVISIONS		
10	REVISIONS		
11	REVISIONS		
12	REVISIONS		
13	REVISIONS		
14	REVISIONS		
15	REVISIONS		
16	REVISIONS		
17	REVISIONS		
18	REVISIONS		
19	REVISIONS		
20	REVISIONS		
21	REVISIONS		
22	REVISIONS		
23	REVISIONS		
24	REVISIONS		
25	REVISIONS		
26	REVISIONS		
27	REVISIONS		
28	REVISIONS		
29	REVISIONS		
30	REVISIONS		
31	REVISIONS		
32	REVISIONS		
33	REVISIONS		
34	REVISIONS		
35	REVISIONS		
36	REVISIONS		
37	REVISIONS		
38	REVISIONS		
39	REVISIONS		
40	REVISIONS		
41	REVISIONS		
42	REVISIONS		
43	REVISIONS		
44	REVISIONS		
45	REVISIONS		
46	REVISIONS		
47	REVISIONS		
48	REVISIONS		
49	REVISIONS		
50	REVISIONS		

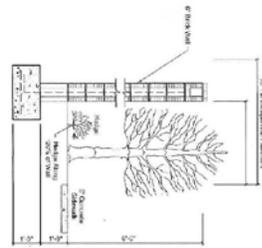
Sheet No.	Sheet Title	Revision
1	GENERAL NOTES	
2	GENERAL NOTES	
3	GENERAL NOTES	
4	GENERAL NOTES	
5	GENERAL NOTES	
6	GENERAL NOTES	
7	GENERAL NOTES	
8	GENERAL NOTES	
9	GENERAL NOTES	
10	GENERAL NOTES	
11	GENERAL NOTES	
12	GENERAL NOTES	
13	GENERAL NOTES	
14	GENERAL NOTES	
15	GENERAL NOTES	
16	GENERAL NOTES	
17	GENERAL NOTES	
18	GENERAL NOTES	
19	GENERAL NOTES	
20	GENERAL NOTES	
21	GENERAL NOTES	
22	GENERAL NOTES	
23	GENERAL NOTES	
24	GENERAL NOTES	
25	GENERAL NOTES	
26	GENERAL NOTES	
27	GENERAL NOTES	
28	GENERAL NOTES	
29	GENERAL NOTES	
30	GENERAL NOTES	
31	GENERAL NOTES	
32	GENERAL NOTES	
33	GENERAL NOTES	
34	GENERAL NOTES	
35	GENERAL NOTES	
36	GENERAL NOTES	
37	GENERAL NOTES	
38	GENERAL NOTES	
39	GENERAL NOTES	
40	GENERAL NOTES	
41	GENERAL NOTES	
42	GENERAL NOTES	
43	GENERAL NOTES	
44	GENERAL NOTES	
45	GENERAL NOTES	
46	GENERAL NOTES	
47	GENERAL NOTES	
48	GENERAL NOTES	
49	GENERAL NOTES	
50	GENERAL NOTES	

B&S ENGINEERING CONSULTANTS, LLC
engineers planners
Board of Professional Engineer Certificate No. 28973
2295 Lee Road, Suite 103, Winter Park, Florida 32789
Phone (407) 960-5988 bhs@bndsteng.com





ENTRANCE SIGN DETAIL



BRICK WALL DETAIL



**PLAY GROUND
MULTI ACTIVITY STRUCTURE**

<p>B&S B&S Landscape Architecture, Inc. 10000 US Highway 19, Suite 100 West Palm Beach, FL 33411 Tel: 561-833-3333 Fax: 561-833-3334 www.bands.com</p>	<p>HANOVER CAPITAL - BLACK LAKE PRESERVE</p> <p>LANDSCAPE DETAILS</p> <p>WINTER GARDEN, FLORIDA</p>		<p>NO.</p> <p>DATE</p> <p>DESCRIPTION</p> <p>APPROVED BY</p>
	<p>DATE: 12/22/2013</p> <p>TIME: 5:35 AM</p> <p>BY: jld/10/1</p> <p>SCALE: 1/8" = 1'-0"</p> <p>SHEET: LS-2</p>		<p>CONSTRUCTION PLANS</p>

Exhibit "C"

Building Elevations



ROYAL OAK HOMES "BALEWIN" ELEV. 2. STONE



PAUL FAUSER

ROYAL OAK HOMES - ELEV. 2 - STONE - "EMERSON"



ROYAL OAK HOMES - 11/14/2013 - 11/14/2013 - 11/14/2013



ROYAL OAK HOMES PARTIAL ELEVATION

KURT NAUSS



ROYAL OAK HOMES "TOWNSEND" ELEV. 2 - STRIKE



ROYAL OAK HOMES. "WHITMAN" (FRONT PORCH). ELEV. 2 - STONE

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

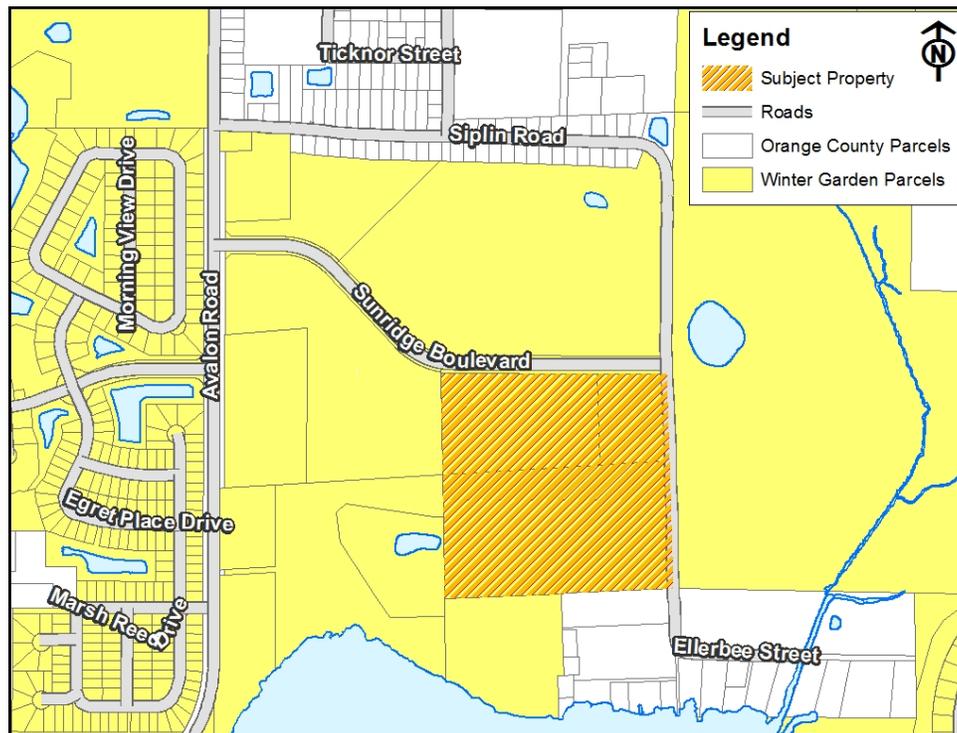
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: NOVEMBER 1, 2013
SUBJECT: REZONING
BLACK LAKE PRESERVE PROPERTY
14288, 14350 & 14362 SIPLIN ROAD (35.176 +/- ACRES)
PARCEL ID # 32-22-27-0000-00-008; 32-22-27-0000-00-029
32-22-27-0000-00-007

APPLICANT: HANOVER CAPITAL PARTNERS, LLC

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 14288, 14350 & 14362 Siplin Road and is approximately 35.176± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits.



The applicant is requesting to rezone 35.176± acres of land. The subject property was recently annexed into the City of Winter Garden and has not yet been assigned a zoning designation. The Future Land Use Map of the City of Winter Garden Comprehensive Plan was recently amended in conjunction with the annexation of the subject property to designate the subject property SUB-Suburban Residential on the Future Land Use Map of the City's Comprehensive Plan (see attached map).

EXISTING USE

The subject property is primarily vacant unimproved land; however there is one existing single family residential structure located on the portion of the property addressed at 14362 Siplin Road.

ADJACENT LAND USE AND ZONING

The property located to the north of the subject property is the new school site of SunRidge Middle School and SunRidge Elementary School which opened last year in the City of Winter Garden, the Future Land Use Designation of the property is Institutional. The properties located to the west are vacant properties located within the City of Winter Garden, one containing an Orange Grove and the other owned by the City of Winter Garden, since their annexation these properties have not been assigned Zoning or Future Land Use Designation on the Future Land Use Map of the City's Comprehensive Plan. The properties located to the south include vacant unimproved land located in Unincorporated Orange County and a Single Family Residential structure also located in Unincorporated Orange County. The property to the east is primarily vacant land with Future Land Use Designation of Low Density Residential and the Zoning is R-2 in the City of Winter Garden.

PROPOSED USE

The applicant proposes to develop the 35.176 ± acre site into a residential planned unit development containing 91 single-family dwelling units. The subdivision is proposed to have a gross density of 2.58 dwelling units per acre, the SUB- Suburban Residential Future Land Use Designation allows up to 4 dwelling units per acre. The proposed subdivision will contain 2 recreational parks, walking trails and 8.89 acres of open space.

The proposed project will contain a mixture of 70'x125' lots and 75'x125' lots, with a total of 44 lots at between 70' and 75' wide and 47 lots at 75' or wider.

PUBLIC FACILITY ANALYSIS

Potable Water, Reclaimed Water, and Wastewater Services

The proposed residential development will be served by and required to connect to City of Winter Garden water, wastewater, and reclaimed water which are available and have adequate capacity to serve the proposed residential development. At such time that the property is developed, all necessary utility lines will be extended and connections made, all extension and connection costs shall be borne by the property owner.

Stormwater

The stormwater retention/detention facilities designed to service the proposed development will meet or exceed the LOS Standards stated in Policy 4-1.1.1 of the Public Facilities Element included in the City of Winter Garden Comprehensive Plan. In addition, the stormwater facilities will be designed in accordance with St. Johns River Water Management District and City of Winter Garden requirements.

Common Recreation and Open Space

The proposed residential development is located within the Wekiva Study Area Resource Protection Overlay, and in accordance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 no less than 25% Wekiva Study Area Open Space shall be provided. None of the 25% Wekiva Study Area Open Space shall be chemically treated with pesticides to establish sensitive natural habitat.

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

The proposed development will have 8.89 +/- acres of open space, consisting of Wekiva Study Area Open Space and passive, dry-land recreational uses.

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

Environment

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

Transportation

The property's primary point of vehicular access is from SunRidge Blvd which will continue to be the primary access point with the development of the property. However, SunRidge Blvd will be an entry only access point with a secondary access (entry and exit) point on Siplin Road. With the development of this property and in conjunction with the development of the Mathews Grove property located on the east side of Siplin Road, there will be a realignment of Siplin Road through the Mathews Grove property.

Other Services

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

Garden Fire Department under the First Response System.

SUMMARY

City Staff recommends approval of the proposed Ordinance subject to the following condition:

- Prior to any further approvals the property owner shall enter into a Developer's Agreement which, in addition to other commitments, specifies the cooperation and obligations of the Black Lake Preserve owner/developer and the Mathews Grove owner/developer to construct the realignment of Siplin Road and a joint lift station.

Rezoning the subject property from City NZ to City PUD is consistent with the Future Land Use Map of the City's Comprehensive Plan, and is consistent with the trend of development in the area. The proposed development is compatible and consistent with the uses in the surrounding area. The proposed development of the subject property is consistent with the goals, objectives and policies of the City's Comprehensive Plan and land development regulations.

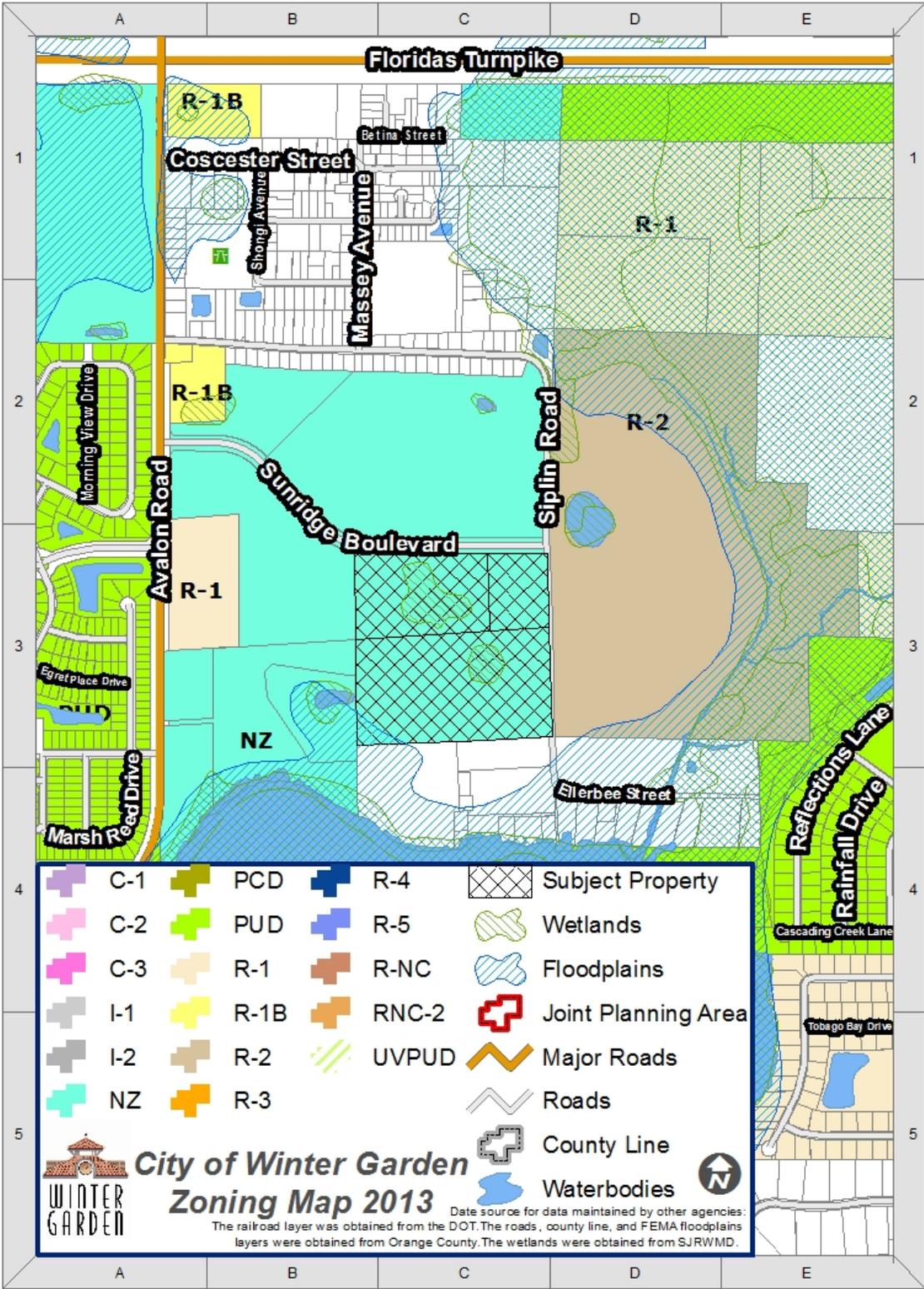
MAPS

**AERIAL PHOTO
BLACK LAKE PRESERVE SUBDIVISION**



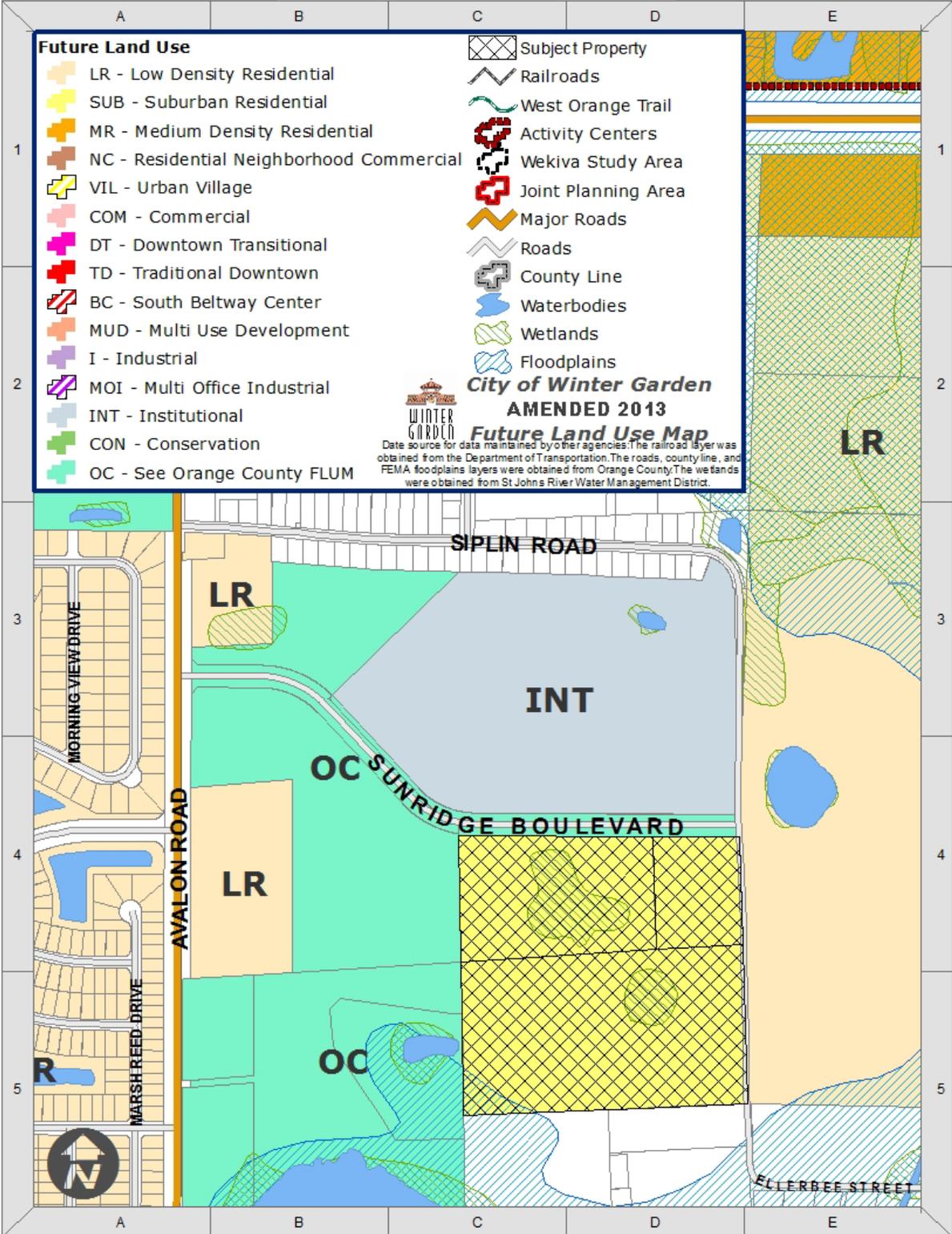
ZONING MAP

BLACK LAKE PRESERVE SUBDIVISION



FUTURE LAND USE MAP

BLACK LAKE PRESERVE SUBDIVISION



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: **December 5, 2013** **Meeting Date: December 12, 2013**

Subject: Canopy Oaks
Developer's Agreement

Recommended Action:

Approval of the Canopy Oaks Developer's Agreement.

Attachments/References:

Canopy Oaks Developer's Agreement.

This Instrument Prepared by and Return to:

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

Tax Parcel Numbers: 35-22-27-0000-00-024
 36-22-27-0000-00-012
 36-22-27-0000-00-011
 36-22-27-0000-00-094

CANOPY OAKS
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2013, by and among the CITY OF WINTER GARDEN, a Florida municipal corporation (the "City"), WINDERMERE DEVELOPMENT CO., LLC, whose address is 9315 Dole Circle, Windermere, Florida 34786 ("Developer"), and GRACE CHURCH OF ORLANDO, INC. whose address is 433 English Lake Drive, Winter Garden, Florida 34787 ("Grace Church"), SIFT OAKS INVESTMENTS, LLC, whose address is 9315 Dole Circle, Windermere, Florida 34786 ("Sift Oaks"), GLENDA C. LOEW, DOUGLAS WAYNE TRAYWICK, ROBBIE CONNELL TRAYWICK, ELIZABETH A. WHITTEMORE, KIM RUEST, REDA LACY, RHONDA WALLER, and ROXANNA CONNELL (collectively the "Owners").

RECITALS:

- A.** Owners shall sometimes collectively be referred to herein as the "Owners"; and
- B.** Owners are the fee simple owners of separate parcels collectively constituting that certain real property generally located adjacent to and south of Roper Road, west of Daniels Road and north of the Western Beltway (SR 429) in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit "A"** (the "**Subject Property**"); and
- C.** The Subject Property is zoned R-1B; and
- D.** Owners have given Developer a limited power of attorney to seek and obtain development orders and approvals for the Subject Property; and
- E.** Owners hereby join into and consent to this Agreement and agrees that this Agreement is binding upon the Subject Property; and
- F.** This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority; and
- G.** The Developer desires to purchase the Subject Property and to develop the Subject Property as a residential subdivision to be known as Canopy Oaks consisting of a total of not more than sixty (60) residential single-family units and related amenities

and infrastructure and to be developed in Two Phases collectively called (the "**Project**"); and

- H. The Developer desires to develop the Subject Property in two phases, Project Phase 1 - Eastern property (consisting of approximately fifty (50) residential single-family units), and Project Phase 2 – Western property (consisting of approximately ten (10) residential single-family units);
- I. Development of the Project remains subject to certain approvals by the City, including, but not limited to, final plat approval, and issuance of building permits, certificates of occupancy and certificates of completion; and
- J. Developer acknowledges that there are inadequate public facilities, infrastructure and services existing at this time to adequately serve the Project and, therefore, the Developer will need to provide certain public facilities, infrastructure and services for the Subject Property, perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, regulations, policies and state law; and
- K. The Developer acknowledges that construction of the improvements and obligations required herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the Developer and the Subject Property; and
- L. Pursuant to the Code of Ordinances, Developer is required to cause the installation, construction and extension of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Subject Property based on minimum design requirements established by the City; and,
- M. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the Project and Subject Property, and other matters as provided for herein.

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

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

2. City Approvals. In addition to the requirements and obligations of the Developer herein, the development of the Subject Property and the Project shall be subject to the City Code requirements, the preliminary plat, the final plat, construction plans and other development orders and permits for the Project and Subject Property, including the conditions of such development orders, approvals and permits.

3. Lift Station. Prior to the issuance of any certificate of occupancy related to any building associated with the Project Phase I or Project Phase II, the Developer shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of a size and capacity and in a location required by conditions of development approvals to

accommodate the anticipated sanitary sewer flow requirements of the Project Phase (the “**Lift Station**”). Upon completion of the Lift Station, the City Engineer shall inspect such improvements, and Developer shall seek to obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving such certificate of completion, Developer shall execute and deliver to the City: (i) invoices for construction costs of the Lift Station, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Lift Station has been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and contractor warranties, if any, for the Lift Station after the City Engineer certifies that the Lift Station is properly constructed, (v) a warranty deed conveying the area on which the Lift Station is located (the “Lift Station Tract”), free and clear of all encumbrances not reasonably unacceptable to the City, to the City concurrently with the recording of the final plat for the Project Phase, or after the City Engineer certifies that the Lift Station is properly constructed, whichever occurs first, and (vi) access easement in favor of the City for ingress and egress to and from the Lift Station Tract. The Lift Station shall be deemed completed upon Developer satisfying all of the conditions of this Section 3 (“**Lift Station Completion**”). No certificates of occupancy shall be issued for any part of the ProjectPhase until the occurrence of Lift Station Completion. Upon the occurrence of the Lift Station Completion, the City will take over ownership, operation and maintenance responsibility for the Lift Station.

4. Traffic Signal. A traffic study (“traffic study”) for the intersection of Roper Road and Daniels Road was performed by Luke Transportation Engineering Consultants in conjunction with the Bradford Creek PUD rezoning that measured traffic flows through such intersection and the traffic generated from the proposed development of the Subject Property and other surrounding development. Based on the traffic study, a traffic signal is warranted at the Roper Road and Daniels Road intersection, and the Project generates approximately 9.1% of the daily trips that warrant the need for the traffic signal and related mast arm improvements (“Traffic Signal Improvements”). Developer shall be required to pay 9.1% of the Traffic Signal Improvements costs, which is the Project’s proportionate share of such cost based on daily average trips generated by the development of the Subject Property as measured by the traffic study (“Traffic Signal Fair Share”). The estimated cost of the Traffic Signal Improvements is \$200,000.00, which based on such number the estimated Traffic Signal Fair Share amount is \$18,200.00. The Traffic Signal Fair Share payment shall be made by the Developer to the City prior to the Subject Property/Project obtaining its first building permit for any dwelling unit. If the actual cost of the Traffic Signal Fair Share payment is not known at the time such payment is due, then Developer shall pay the estimated \$18,200.00 amount to the City, subject to paying additional amounts if the actual costs of the Traffic Signal Improvements exceed the above referenced \$200,000.00 estimate. Once the Traffic Signal Improvements have been completed, the City shall have the right to invoice and collect from the Developer additional costs exceeding the estimated Traffic Signal Fair Share payment made by the Developer based on the actual installation costs of the Traffic Signal Improvements, and such amount shall be paid by Developer within twenty (20) days from the date of invoice. In the event the actual installation costs of the Traffic Signal Improvements are less than the estimated Traffic Signal Fair Share, the City will pay to and reimburse Developer the amount of the overpayment by Developer.

5. Plan Approval. The City shall have final approval of all plans, calculations, designs, locations and specifications for the foregoing Lift Station and Internal Utility Lines as defined herein (hereinafter collectively referred to as the “Public Infrastructure Improvements”).

The Developer acknowledges and agrees that its design, permitting, installation and construction of the Public Infrastructure Improvements are proportionate to the impacts of the development of the Subject Property and that such improvements provide a direct benefit to the Subject Property. Except as otherwise extended by the City, once the Developer commences construction of the Public Infrastructure Improvements for a Project Phase, such improvements shall be completed no more than 365 days from the commencement of construction, unless a shorter period of time is required by applicable permits, then such shorter period shall apply.

6. Dedications/Conveyances. It is an express condition of this Agreement and a condition of approval of final plat for each Project Phase that, Developer shall convey or caused to be conveyed to the City fee simple title or dedicate to the City certain real property to be identified on the final plat for each Project Phase. Any dedications and/or conveyances to the City required under this Agreement or as part of final plat approval shall be dedicated and/or conveyed, as applicable (warranty deed), unencumbered by any lien, mortgage, easement or any other encumbrance or restriction not reasonably unacceptable to the City. Developer hereby indemnifies and holds the City harmless from any and all claims, damages, penalties, fines, attorneys' fees (at appellate and trial levels), costs, including but not limited to clean-up costs and other matters arising out of or any way related to environmental pollution and contamination on any and all real property interest granted, dedicated, gifted, and otherwise conveyed by the Owners or Developer, or any combination thereof, to the City, but excluding any environmental pollution or contamination that occurring after the date of such conveyance that is directly caused by the City's actions.

7. Utility Improvements.

(a) The development of the Subject Property must connect to the City's potable water, reclaimed water, and wastewater facilities at the Developer's expense. Minimum 8" potable water (internal), 8" reuse water, and minimum 6" sanitary force main are required. Utilities shall be extended along the full road frontage of the Subject Property in accordance with City's Code. Potable water and reuse lines shall be looped and connected into the existing stubouts within public rights-of-way. All of the City's Code requirements and specifications concerning utility connections and all of the City's Code requirements and specifications concerning solid waste collection apply to the Subject Property and development thereof.

(b) The Developer shall obtain water and sewer capacity through the City's established reservation procedures.

(c) Developer shall provide the design, permitting and construction of reclaimed (reuse) water systems throughout the development for future service and meter connection in accordance with the applicable City Codes. This reclaimed system may initially be supplied by the City's potable water, and will be supplied in the future with reclaimed water. All irrigation systems and lines on the Subject Property shall be designed and installed to use reclaimed water.

(d) Developer shall install streetlights meeting the dark skies requirements of the City Codes contiguous to all rights-of-way, roadways, streets, alleys and lanes.

(e) Nothing in this Agreement is intended to relieve or release third parties from their obligations under the City Code of Ordinances and applicable development orders and developer's agreements with the City concerning fair share contributions, utility extension and oversizing, road improvements and other infrastructure improvements.

8. Internal Sidewalks. Prior to the issuance of a certificate of occupancy related to any residential unit associated with the Project, the Developer shall cause its builders to construct sidewalks in accordance with the approved construction plans along the internal street in front of the particular residential dwelling for which a certificate of occupancy is sought.

9. Performance Bond. In accordance with Chapter 110, of the City's Code, prior to final plat approval for each Phase of the Project, if Public Infrastructure Improvements and community subdivision infrastructure improvements for current Phase is not then completed, Developer shall, as a condition precedent to obtaining final plat approval, provide or shall cause its contractor to provide to the City a performance bond or irrevocable letter of credit, acceptable to and in favor of the City in an amount which is one hundred twenty percent (120%) of the total design, permitting and construction costs of the Public Infrastructure Improvements and community subdivision infrastructure improvements for that Phase and which bond or irrevocable letter of credit shall be subject to approval by the City Attorney and City Engineer.

10. Internal Utility Lines. Prior to and as a condition precedent to receipt of a certificate of completion from the City Engineer for sewer, water and reclaimed water utility lines internal to and extended in support of each Phase of the Project (the "**Internal Utility Lines**") and before issuance of any certificates of occupancy for any dwelling units for the Project, Developer shall execute and deliver to the City: (i) invoices for construction costs of such Internal Utility Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Internal Utility Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Internal Utility Lines have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Internal Utility Lines. The Internal Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this Section 10 ("**Internal Utilities Lines Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Internal Utilities Lines Completion. Upon the occurrence of Internal Utilities Lines Completion, the City will take over ownership, operation and maintenance responsibility of the Internal Utility Lines.

11. Community Subdivision Infrastructure Improvements. Developer shall provide all bonds covering the community subdivision infrastructure improvements required by the City's Code of Ordinances, as such may be amended from time to time. Community subdivision infrastructure improvements include stormwater systems, roadways, gates, walls, streetlights, sidewalks and other subdivision infrastructure improvements (including common areas and/or common property and the improvements thereon) to be ultimately owned or maintained by the homeowner's association for the Subject Property/Project. The Developer shall have account funding and maintenance responsibility for the community subdivision infrastructure improvements until turnover of the homeowner's association occurs as set forth in Chapter 110, City of Winter Garden Code of Ordinances. Until turnover of the HOA occurs, Developer shall ensure that HOA accounts concerning the operation, replacement, repair and maintenance of community subdivision infrastructure improvements shall be established and adequately funded in accordance with the requirements of Chapter 110, City of Winter Garden Code of Ordinances, as such may be amended from time to time.

12. Outparcel Restrictive Covenant Disclaimer. The tract identified as Parcel D on Exhibit "B" attached hereto and incorporated herein by this reference, (the "Outparcel"), while under different ownership than that portion of the Subject Property to be acquired by the

Developer, shall be platted with the Subject Property and be a part of the subdivision. The Outparcel shall remain undeveloped and remain as open space unless and until such time that the underlying Construction and Demolition Debris, identified in the HSA Golden Reports, dated March 14 - 15, 2013, and April 18, 2013 (collectively hereinafter the "Environmental Report") has been confirmed in writing to have been addressed to the satisfaction of the applicable environmental agency to allow for an alternate intended end use and further development orders and approvals as may be necessary are sought and obtained from the City to authorize such development. It is understood and agreed by the Parties to this Agreement, that the Outparcel area is not included as Open Space as required to be incorporated as part of the overall Project and defined as such in the City's Code. As part of the final plat process for Phase I of the Project, Developer and Owners shall cause in the declaration of covenants and restrictions for the Project subdivision a restrictive covenant, in a form to be reviewed and approved by the City Attorney and enforceable by the City, to be placed on the Outparcel that is binding on and runs with the land that prohibits the Outparcel from being used in any manner other than as open space unless and until the underlying Construction and Demolition Debris is addressed as set forth above and the City grants written consents to the termination of such restrictive covenant, including without limitation, the following restrictions:

- (i) There shall be no buildings, structures or other improvements constructed on the property, except that a perimeter fence or wall that meets local code of ordinance requirements may be constructed;
- (ii) The property shall remain open green space; and
- (iii) There shall be no excavating, dredging or removing of gravel, rock, soil or other material substances on the property that affect the surface and no creation of berms, pits or other changes in topography, unless such activities are for the purpose of a governmental agency approved stabilization and/or removal of the underlying Construction and Demolition debris described and set forth in the Environmental Report.

Further, there shall be a provision in the declaration of covenants and restrictions for the Project subdivision recorded along with the final plat for Phase I of the Project , prohibiting the use of groundwater on the Subject Property for any purpose, including but not limited to, for drinking and irrigation without the express written consent of the City, and prohibiting the drilling or use of any wells on the Subject Property, without the express written consent of the City. Developer shall disclose the nature and degree of the Construction and Demolition Debris underlying the Outparcel to all potential buyers of any portion of the Subject Property by including a provision in the declaration of covenants and restrictions for the Project subdivision, a disclaimer concerning findings set forth in the Environmental Reports in a form to be reviewed and approved by the City Attorney.

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

14. Indemnity. The Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Developer's and its officers', employees' and agents' negligent acts, negligent omissions,

negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to the Developer's exercise of (or failure to exercise) the rights or obligations of the Developer under this Agreement and for the risk assumed by Developer under this Agreement.

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

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

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

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

Developer: Windermere Development Co., LLC
9315 Dole Circle
Windermere, FL 34786

Owners: For All Owners:
c/o SIFT Oaks Investments, LLC
9315 Dole Circle
Windermere, Florida 34786

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

17. Attorney's Fees. In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.

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

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

19. Binding Effect and Successors. This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. The Developer shall remain responsible for the performance of its obligations under this Agreement in the event of assignment of this Agreement and/or the conveyance or transfer of the Subject Property unless Developer obtains a release from the City; such requested release will not be unreasonably withheld if Developer is not in default of this Agreement and the City has reasonable assurance that the Developer's obligations hereunder will be satisfied by the proposed assignee of this Agreement and proposed owner of the Subject Property. In the event all obligations under this Agreement have been completed, no such approval from the City shall be required. Excluding the City, homeowner's association and any homeowner who is conveyed a lot within the Project after a certificate of occupancy is issued for a dwelling unit on such lot, Developer and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

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

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

22. Impact Fees.

(a) Transportation Impact Fees. Transportation impact fees shall be paid at rates applicable within the City at the time of issuance of each building permit sought by the Developer for a Project dwelling unit. The Developer and the Project shall not receive any

compensation or impact fee credits for the transportation-related obligations of the Developer provided in this Agreement or development orders and permits.

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

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

(d) The impact fee determination of subsections (a) through (c) above shall be determined pursuant to City Code as such may be amended from time to time. The Developer shall not receive any compensation or impact fee credits for improvements described herein and/or the dedication or conveyance of any land to the City.

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

24. Authority. Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. In the event Developer fails to pay the monies, dedicate the lands so required by this Agreement, or otherwise fails to meet Developer's obligations under this Agreement, no further development (including without limitation the issuance of permits, review of applications, or construction) of the Subject Property shall continue until such obligations are met. If the Developer fails to acquire ownership of the Subject Property, or any portion thereof, the Developer's obligations under this Agreement shall remain the obligation of the Owners and their successors and assigns in interests. This Agreement is approved under the City's home rule authority and is not a statutory development agreement under Chapter 163, Florida Statutes.

Furthermore, Owners represent and warrant to City that it is the fee simple owner of the Subject Property, free and clear of any encumbrances including but not limited to mortgages, liens or easements, or, in the event an encumbrance exists, Owners at Owners' and Developer's sole cost, shall obtain and record in the public records the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Subject Property within five (5) days from the

Effective Date. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

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

26. Breach. In the event of a breach, default, or violation of one or more of the provisions herein by the Owners, Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City, Owners or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of, and revoke, certificates of occupancy or building permits associated with the Project in the event Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Developer fails to timely complete the Public Infrastructure Improvements or any portion thereof, the City may record a Notice of Lien against the Subject Property in an amount equal to the design, permitting, installation and construction costs of such improvements (less City's share of such improvements provided herein). In addition, if Developer fails to timely pay the City any monies due pursuant to this Agreement, the City may record a Notice of Lien against the Subject Property in the amount owed to the City. A copy of such Notice of Lien shall also be delivered to Developer (and to Owners, if Owners own the Subject Property at that time) in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property and the lien may be foreclosed upon for the benefit of the City any time after ten (10) days after the Notice of Lien has been recorded in the public records. Such recorded Notice of Lien shall be superior to all other liens and encumbrances subordinated to this Agreement and superior to all other liens and encumbrances that become a matter of record after the recording date of this Agreement regardless of when the Notice of Lien is recorded. The City may foreclose the lien in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Owners and Developer may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of fifteen percent (15%) per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

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

28. 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.

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

30. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a

waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

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

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

33. 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.

34. Captions. The captions or section 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.

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

36. Full Compensation and Release. Developer agrees that the consideration provided to Developer in this Agreement is intended as and does hereby constitute full, just and complete compensation for the conveyance of the Lift Station tract and any other dedication and conveyance as provided for herein, including, without limitation, any and all damage, if any, to the Subject Property (or any portion thereof), Developer's remaining property and business which may result from Developer's conveyance to the City of the Lift Station tract and any other dedication and conveyance as provided for herein. As such, Developer and its agents, successors, legal representatives and assigns, fully and forever release the City of and from, and waives, any and all condemnation or inverse condemnation claims and business damage claims relating to any or all portions of the Subject Property and the remaining property, which Developer may now have, may have had or which may hereafter accrue or otherwise be acquired arising out of and caused by the conveyance of the Lift Station tract and any other conveyance as provided for herein to City. The foregoing release and waiver includes, but is not limited to, compensation, damages, expenses, attorney's or expert's fees and costs, whether known or unknown.

37. Attachments. The following attachments are incorporated herein by reference:

- | | |
|-----------|---------------------------------------|
| Exhibit A | Legal Description of Subject Property |
| Exhibit B | Legal Description of Outparcel |

AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality, Developer and Owners as of the day first written above.

"CITY"

CITY OF WINTER GARDEN, FLORIDA

Signed, sealed and delivered in
the presence of:

By: _____
JOHN REES, MAYOR

ATTEST:

By: _____
KATHY GOLDEN, CITY CLERK

“DEVELOPER”

WINDERMERE DEVELOPMENT CO., LLC

Print Name: _____
Witness

By: _____
Mason Simpson, President

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Mason Simpson**, as President of Windermere Development Co., LLC. He (check one) is personally known to me, or has produced a valid driver’s license as identification.

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

“Owners”

GRACE CHURCH OF ORLANDO, INC.

Print Name: _____
Witness

By: _____
Wayne Brooks, President

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Wayne Brooks** as President of Grace Church Orlando, Inc.. He (check one) is personally known to me, or has produced a valid driver’s license as identification.

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

SIFT OAKS INVESTMENTS, LLC

Print Name: _____
Witness

By: Mason Simpson Irrevocable Family Trust
Dated November 15, 2004, its
Managing Member

Print Name: _____
Witness

By: _____
Rose Ann Brittain, Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Rose Ann Brittain** as Trustee of the Mason Simpson Irrevocable Family Trust dated November 15, 2004, the Managing Member of SIFT Oaks Investments, LLC. She (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Glenda C. Loew

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Glenda C. Loew**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Douglas Wayne Traywick

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Douglas Wayne Traywick**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Robbie Connell Traywick

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Robbie Connell Traywick**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Elizabeth A. Whittemore

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Elizabeth A. Whittemore**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Kim Ruest

Print Name: _____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Kim Ruest**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Reda Lacy

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Reda Lacy**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Rhonda Waller

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Rhonda Waller**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Roxanna Connell

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Roxanna Connell**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

**JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE TO
CANOPY OAKS - DEVELOPER'S AGREEMENT**

GLEND A. LOEW, DOUGLAS WAYNE TRAYWICK, ROBBIE CONNELL TRAYWICK, ELIZABETH A. WHITTEMORE, KIM RUEST, REDA LACY, RHONDA WALLER, and ROXANNA CONNELL, whose address is c/o Glenda C. Loew, P.O. Box 770802, Winter Garden, FL 34777-0802 ("Mortgagee"), being the owner and holder of that certain mortgage of SIFT OAKS INVESTMENTS, LLC, a Florida limited liability company ("Mortgagor"), recorded at Official Records Book 10612, Page 0260, Public Records of Orange County, Florida which encumbers the real property located in Orange County, Florida, which is described as Parcel C in the attached **Exhibit "A"** (herein referred to as the "Mortgagee Lien Documents"), hereby joins in and consents to the Canopy Oaks – Developer's Agreement being entered into between the Mortgagor and the City of Winter Garden and to be recorded in the Public Records of Orange County, Florida (herein "Developer's Agreement"), and Mortgagee hereby expressly subordinates its above referenced Mortgage Lien Documents to the Developer's Agreement and any liens arising out of or concerning the Developer's Agreement regardless of the recording date of such liens. This Joinder, Consent and Subordination does not release any property from the lien and effect of the Mortgagee Lien Documents or any other lien instrument, and does not otherwise amend or alter any Mortgage Lien Documents.

IN WITNESS WHEREOF, the Mortgagee hereto has executed and delivered this Joinder, Consent and Subordination of Mortgagee as of this ____ day of _____, 2013.

Witnesses:

MORTGAGEE:

Name Printed: _____

Glenda C. Loew

Name Printed: _____

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by **Glenda C. Loew**, who [____] is personally known to me or [____] has produced _____ as identification.

(SEAL)

Signature of Notary Public
Printed Name: _____
My Commission Expires: _____

Print Name: _____
Witness

Douglas Wayne Traywick

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Douglas Wayne Traywick**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Robbie Connell Traywick

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Robbie Connell Traywick**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Elizabeth A. Whittemore

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Elizabeth A. Whittemore**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Kim Ruest

Print Name: _____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Kim Ruest**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Reda Lacy

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Reda Lacy**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Rhonda Waller

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Rhonda Waller**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Print Name: _____
Witness

Roxanna Connell

Print Name: _____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2013 by **Roxanna Connell**, who (check one) is personally known to me, or has produced a valid driver's license as identification.

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

Exhibit "A"
Legal Description of Subject Property

DESCRIPTION

PARCEL A

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE FOLLOWING:

BEGIN AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 00°23'14" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 89°57'38" WEST, A DISTANCE OF 1344.33 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°32'11" WEST ALONG SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH 89°57'38" EAST ALONG THE NORTH LINE OF AFORESAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, A DISTANCE OF 1344.41 FEET TO THE POINT OF BEGINNING.

PARCEL B

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN SOUTH 330 YARDS; EAST 95 1/3 YARDS; NORTH 330 YARDS; WEST 95 1/3 YARDS, TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA. LESS ROAD RIGHT OF WAY ON NORTH.

PARCEL C

BEGIN 286 FEET EAST OF THE NW CORNER OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH 990 FEET, EAST 264 FEET, NORTH 990 FEET, WEST 264 FEET TO THE POINT OF BEGINNING; (LESS THE NORTH 30 FEET THEREOF FOR RIGHT OF WAY); ALSO LESS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE RUN N89°53'57"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 550.00 FEET; THENCE RUN S00°31'02"E, 736.95 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°54'13"W, 176.95 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 9°40'19", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 12.66 FEET, A CHORD BEARING OF S85°04'03"W AND A CHORD DISTANCE OF 12.65 FEET; THENCE RUN S89°54'13"W, 56.24 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 2°36'29", A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 18.21 FEET, A CHORD BEARING OF S88°35'58"W AND A CHORD DISTANCE OF 18.21 FEET; THENCE RUN S00°31'02"E, 251.58 FEET; THENCE RUN N89°53'57"E, 264.00 FEET; THENCE RUN N00°31'02"W, 253.04 FEET TO THE POINT OF BEGINNING.

PARCEL D

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE RUN N89°53'57"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 550.00 FEET; THENCE RUN S00°31'02"E, 736.95 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°54'13"W, 176.95 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 9°40'19", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 12.66 FEET, A CHORD BEARING OF S85°04'03"W AND A CHORD DISTANCE OF 12.65 FEET; THENCE RUN S89°54'13"W, 56.24 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 2°36'29", A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 18.21 FEET, A CHORD BEARING OF S88°35'58"W AND A CHORD DISTANCE OF 18.21 FEET; THENCE RUN S00°31'02"E, 251.58 FEET; THENCE RUN N89°53'57"E, 264.00 FEET; THENCE RUN N00°31'02"W, 253.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.414 ACRES, MORE OR LESS

Exhibit "B"
Legal Description of Outparcel

PARCEL D

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE RUN N89°53'57"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 550.00 FEET; THENCE RUN S00°31'02"E, 736.95 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°54'13"W, 176.95 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 9°40'19", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 12.66 FEET, A CHORD BEARING OF S85°04'03"W AND A CHORD DISTANCE OF 12.65 FEET; THENCE RUN S89°54'13"W, 56.24 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 2°36'29", A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 18.21 FEET, A CHORD BEARING OF S88°35'58"W AND A CHORD DISTANCE OF 18.21 FEET; THENCE RUN S00°31'02"E, 251.58 FEET; THENCE RUN N89°53'57"E, 264.00 FEET; THENCE RUN N00°31'02"W, 253.04 FEET TO THE POINT OF BEGINNING.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

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

Via: City Manager Mike Bollhoefer

Date: **Nov. 26, 2013**

Meeting Date: Dec. 12, 2013

Subject: *Recommendation to approve the sale of alcohol at Uncle Don's Chili Cook-Off on Feb. 1, 2014 and the Winter Garden Blues and BBQ on Feb. 22, 2014.*

Issue:

As in previous years, City Staff is requesting permission to sell and serve beer to accompany the chili and BBQ served at the Uncle Don's Chili Cook-Off held on Feb. 1, 2014 and at the Winter Garden Blues and BBQ held on Feb. 22, 2014. All proceeds from either event are contributed to the City of Winter Garden Relay for Life team which benefits the American Cancer Society.

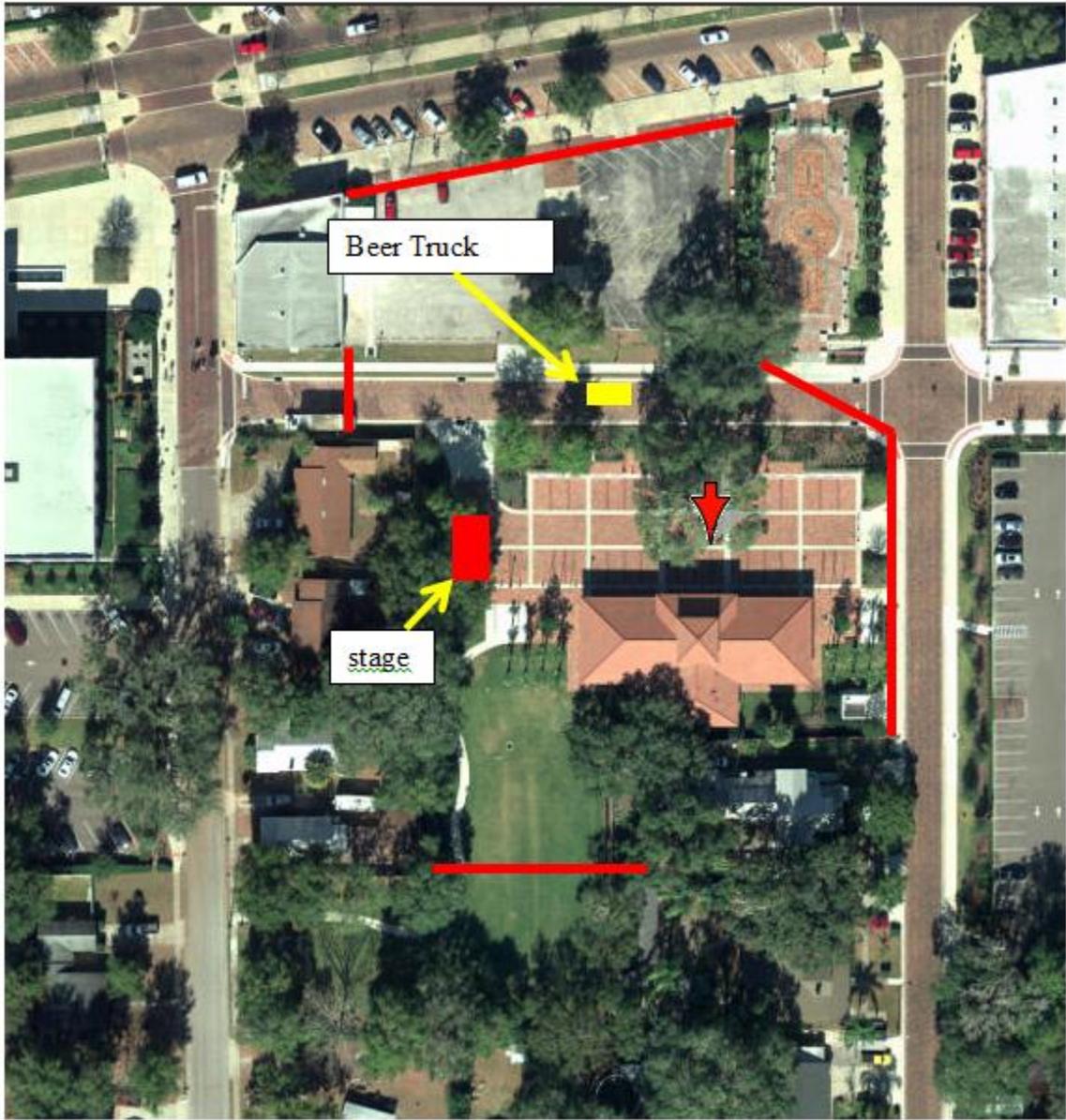
Both events will again be utilizing the Downtown Winter Garden Pavilion and surrounding area. Other than a small portion of Tremain St., no downtown streets will be blocked for either event. Interlocking fencing will be utilized to establish a defined boundary around the event perimeter to limit the consumption of beer to within the confines of the pavilion area.

Recommended action:

Motion to approve alcohol sales at the Uncle Don's Chili Cook-Off and the Winter Garden Blues and BBQ events.

Attachments/References:

Map of Festival Area



- Crowd control Interlocking barricades

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **December 9, 2013** **Meeting Date: December 12, 2013**

Subject: Acquisition of Right-of-Way for CR 545 / Tilden Road from Foundation Academy

Issue: In conjunction with the improvements to the CR 545 / Tilden Road Intersection, the City needs to acquire 2 +/- acres of land for drainage retention pond and Access and Drainage easement.

Recommended Action:

Approve the agreements to acquire Right-of-Way and the Access and Drainage easement from Foundation Academy and authorize the City Manager to execute agreements.

Attachment(s)/References:

Staff Report

**CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT**

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

STAFF REPORT

TO: MAYOR JOHN REES
CITY COMMISSIONER KENT MAKIN
CITY COMMISSIONER BOB BUCHANAN
CITY COMMISSIONER ROBERT (BOBBY) OLSZEWSKI
CITY COMMISSIONER COLIN SHARMAN
CITY MANAGER MIKE BOLLHOEFER

PREPARED BY: ED WILLIAMS, COMMUNITY DEVELOPMENT DIRECTOR

DATE: DECEMBER 9, 2013

SUBJECT: RIGHT-OF-WAY ACQUISITION FOR CR 545 / TILDEN ROAD INTERSECTION

INTRODUCTION

The City has prepared the plans for substantial improvements to the major intersection of CR 545. The improvements to CR 545 at Tilden Road include reducing the height and slope of the intersection, provide signalization and turn lanes, and other improvements to CR 545. In conjunction with those improvements the City will be required to build retention ponds to handle the storm water generated by the project.

Foundation Academy (Exhibit 1) has agreed to sell the City 2.0 +/- acres for stormwater and the associated drainage and access improvements (Exhibit 2). The school is in the middle of mortgage renewals and is unable to complete the purchase during the renewal period. Staff has agreed to structure the purchase as an option and purchase agreement to resolve this concern.

Appraisals in the area value property at \$100,000 per acre. The total cost for the 2.0 acres and easements is \$220,000. The design engineer indicates that purchasing the property and constructing the ponds at this location will save the City approximately \$200,000 above the cost of the land by reducing the need for massive stormwater pipes on the project.

RECOMMENDATION:

Authorize the option and purchase agreement with Foundation Academy.

END OF STAFF REPORT

EXHIBIT “1”

EXHIBIT "A" - Foundation Academy Property

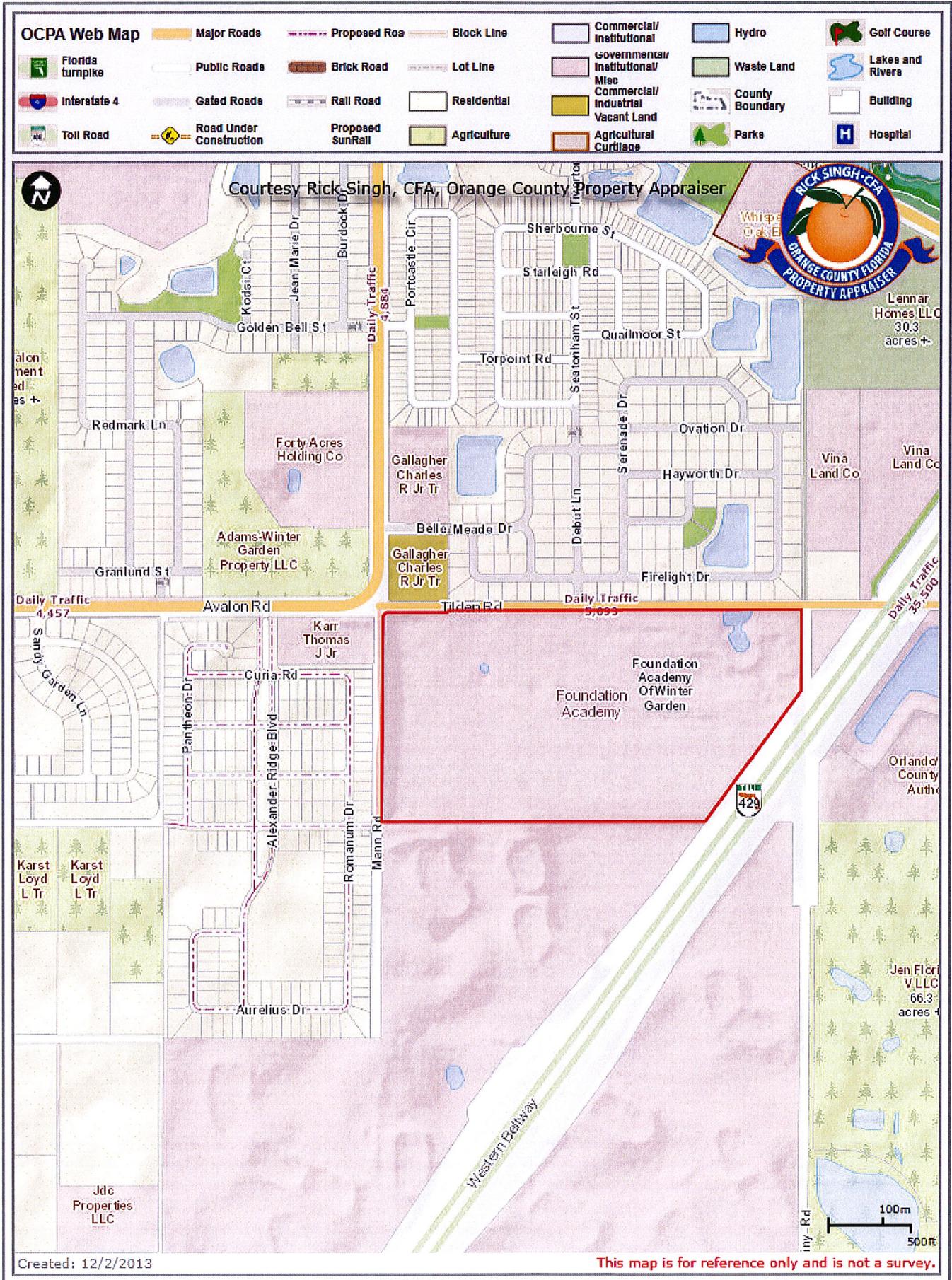


EXHIBIT “2”

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: City Manager, Mike Bollhoefer

Date: 12/09/13

Meeting Date: 12/12/13

Subject: Hire actuary to review pension plan

Issue: Each year the State reimburses to local jurisdictions funds collected from insurance taxes. Currently the City is not allowed to use a portion of these funds because of the way pension funds is set up. This amount for FYE 2012 was approximately \$130,000.

By making minor changes to the methodologies used to calculate pension costs, staff believes these funds could be used to pay for the total pension costs each year. In order to make these changes, the City will need to hire an actuary to perform the necessary analysis and calculations to free up these funds. The cost for the actuary is approximately \$12,000. Staff recommends hiring Cavanaugh Macdonald to perform this service.

Recommended action: Motion to approve hiring Cavanaugh Macdonald Consulting to perform the actuarial services.

Attachment: Estimate from Cavanaugh Macdonald.

Laura Zielonka

From: Jose Fernandez <JoseF@cavmacconsulting.com>
Sent: Monday, September 30, 2013 1:15 PM
To: Laura Zielonka
Subject: 09.30.13 Winter Garden pension reform proposal - fee breakdown
Attachments: Winter Garden Detailed Fees.pdf

Hello Laura,

I'm sorry for the delay in responding. I was away on business Thursday and Friday of last week.

Below are the hourly rates for our staff.

Title	Hourly Rate
Consulting or Senior Actuary	\$320 - \$396
Senior Consultant	\$276 - \$320
Actuary	\$276 - \$320
Consultant or Senior Actuarial Analyst	\$240 - \$276
Actuarial Analyst	\$180 - \$240
Other	\$116

In preparing the estimated fee for the actuarial study for the City I considered which staff members will most likely be involved in the project. I have attached a breakdown of the hours, hourly rates and estimated costs for the team I expect will be working on this project. As you can see, based on our hourly rates and expected time to perform the work, I estimate our cost will be nearly \$24,000. Our proposed fee of \$12,000 represents about a 50% discount on our estimated cost. As discussed when we met, this initial project requires considerable setup work to replicate the current plan benefits, assumptions and costs before we can begin working on alternatives. We are offering the fee discount to share with the City in the initial investment, which I trust will help us establish a long-term, mutually beneficial consulting relationship with the City.

Let me know if you have any questions or if you wish to discuss. Thank you.

Jose I. Fernandez
Principal and Consulting Actuary
Cavanaugh Macdonald Consulting, LLC
3550 Busbee Parkway, Suite 250
Kennesaw, GA 30144
Direct 678.388.1718
Cell 678.983.0903
Fax 678.388.1730
JoseF@CavMacConsulting.com
www.CavMacConsulting.com

NOTICE: This communication may contain confidential, proprietary or legally privileged information. It is intended only for the person(s) to whom it is addressed. If you are not an intended recipient, you may not use, read, retransmit, disseminate or take any action in reliance upon it. Please notify the sender that you have received it in error and immediately delete the entire communication, including any attachments. Cavanaugh Macdonald Consulting, LLC does not encrypt and cannot ensure the confidentiality or integrity of external e-mail communications and, therefore, cannot be responsible for any unauthorized access, disclosure, use or tampering that may occur during transmission. This communication is not intended to create or modify any obligation, contract or warranty of Cavanaugh Macdonald Consulting, LLC, unless the firm clearly expresses such an intent.

City of Winter Garden

Breakdown of Fee Estimate Cavanaugh Macdonald Consulting September 25, 2013 Proposal Firefighters and Police Officers Pension Plan Actuarial Study

Actuarial Services -

- (1) Replication October 1, 2012 Actuarial Valuation, including data preparation, review of current plan benefits and actuarial assumptions, programming of current benefits, calculation, checking and review of liabilities, assets and results
- (2) Cost of Chapters 175 & 185 minimum benefits plan, including programming of minimum benefits, calculation, checking and review of liabilities and results
- (3) Preparation of report

	Estimated Hours	Hourly Rate	Total Estimated Cost
Jose Fernandez (Consulting Actuary)	13	\$396	\$5,148
Micki Taylor (Actuary)	22	\$320	\$7,040
Terence Bhwani (Consultant)	43	\$272	<u>\$11,696</u>
Total	78		\$23,884
Proposed Fee 9/25/2013			\$12,000
Estimated discount			-50%

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Frank Gilbert
Assistant City Manager – Administrative Services

Via: Mike Bollhoefer
City Manager

Date: December 6, 2013 **Meeting Date:** **December 12, 2013**

Subject: Employee Health Insurance

Issue: Discussion of Plan Design and Premium Changes for 2014

Recommended Action: Motion to approve plan and premium changes for 2014

Attachments/References: **Plan Design Changes and the Effect on Cost**

Plan Design Changes and the effect on Cost

Current 2013 Choice Plan

2013 Plan FH1-M		
Benefits	In-Network	Out-of-Network
Deductible	\$500 \$1,000	No Coverage
Out of Pocket Maximum	\$3,000 \$6,000	No Coverage
Co-Insurance	80%	No Coverage
Office Visit Specialist	\$35 Co-pay \$45 Co-pay	No Coverage No Coverage
ER Visit Urgent Care	\$200 Co-pay \$100 Co-pay	\$200 Co-pay No Coverage
Retail Rx	\$10/\$35/\$60	No Coverage
Monthly Costs	\$516.32 \$1,124.87 \$946.41 \$1,477.63	

Monthly Costs <i>(If employee earns all available points)</i>		
Coverage Level	The City	Employees
EE Only	\$516.32	\$0.00
EE / SP	\$804.66	\$320.21
EE / CH	\$728.78	\$217.63
Family	\$954.69	\$522.94

Traditional Choice Plan

Plan changes for the upcoming 2014 plan year.....

- Out of Pocket Maximums will increase from \$3,000 to \$3,500 for individual coverage and from \$6,000 to \$7,000 for family coverage
- Office visit co-pay will increase from \$35 to \$40 and Specialist co-pay will increase from \$45 to \$50
- There will now be a \$100 brand deductible for pharmacy benefits

Current enrollment: Approximately 83
Yearly plan increase Approximately 9.08%

New 2014 Choice Plan

2014 Plan M7-0Mp		
Benefits	In-Network	Out-of-Network
Deductible	\$500 \$1,000	No Coverage
Out of Pocket Maximum	\$3,500 \$7,000	No Coverage
Co-Insurance	80%	No Coverage
Office Visit Specialist	\$40 Co-pay \$50 Co-pay	No Coverage No Coverage
ER Visit Urgent Care	\$200 Co-pay \$100 Co-pay	\$200 Co-pay No Coverage
Retail Rx	\$100 Deductible, \$10/\$35/\$60	No Coverage
Monthly Costs	\$563.20 \$1,226.99 \$1,032.24 \$1,611.78	

Monthly Costs <i>(If employee earns all available points)</i>		
Coverage Level	The City	Employees
EE Only	\$563.20	\$0.00
EE / SP	\$884.25	\$342.74
EE / CH	\$792.08	\$240.16
Family	\$1,066.31	\$545.47

Plan Design Changes and the effect on Cost

Current 2013 Choice Plus Plan

2013 Plan FXM-M		
Benefits	In-Network	Out-of-Network
Deductible	\$500 \$1,000	\$1,000 \$2,000
Out of Pocket Maximum	\$3,000 \$6,000	\$7,000 \$14,000
Co-Insurance	80%	60%
Office Visit Specialist	\$35 Co-pay \$45 Co-pay	Ded, then 40% Ded, then 40%
ER Visit Urgent Care	\$200 Co-pay \$100 Co-pay	\$200 Co-pay Ded, then 40%
Retail Rx	\$10/\$35/\$60	No Coverage
Monthly Costs	\$537.25 \$1,194.85 \$1,005.28 \$1,569.55	

Monthly Costs (If employee earns all available points)

Coverage Level	The City	Employees
EE Only	\$495.84	\$41.41
EE / SP	\$804.66	\$390.19
EE / CH	\$728.78	\$276.50
Family	\$954.69	\$614.86

Traditional Choice Plus Plan

Plan changes for the upcoming 2014 plan year.....

- Out of Pocket Maximums will increase from \$3,000 to \$3,500 for individual coverage and from \$6,000 to \$7,000 for family coverage
- Office visit co-pay will increase from \$35 to \$40 and Specialist co-pay will increase from \$45 to \$50
- There will now be a \$100 brand deductible for pharmacy benefits

Current enrollment: Approximately 8
Yearly plan increase Approximately 9.28%

New 2014 Choice Plus Plan

2014 Plan M7-0Mp		
Benefits	In-Network	Out-of-Network
Deductible	\$500 \$1,000	\$1,000 \$2,000
Out of Pocket Maximum	\$3,500 \$7,000	\$7,000 \$14,000
Co-Insurance	80%	60%
Office Visit Specialist	\$40 Co-pay \$50 Co-pay	Ded, then 40% Ded, then 40%
ER Visit Urgent Care	\$200 Co-pay \$100 Co-pay	\$200 Co-pay Ded, then 40%
Retail Rx	\$100 Deductible, \$10/\$35/\$60	No Coverage
Monthly Costs	\$587.08 \$1,305.67 \$1,098.52 \$1,715.13	

Monthly Costs (If employee earns all available points)

Coverage Level	The City	Employees
EE Only	\$545.67	\$41.41
EE / SP	\$892.00	\$413.67
EE / CH	\$798.54	\$299.98
Family	\$1,076.79	\$638.34

Plan Design Changes and the effect on Cost

Current 2013 Choice Plus HSA Plan

2013 HSA Plan FD1-M		
Benefits	In-Network	Out-of-Network
Deductible	\$1,500 \$3,000	No Coverage
Out of Pocket Maximum	\$3,000 \$6,000	No Coverage
Co-Insurance	80%	No Coverage
Office Visit Specialist	Ded, then 20% Ded, then 20%	No Coverage
ER Visit Urgent Care	Ded, then 20% Ded, then 20%	Ded, then 20% No Coverage
Retail Rx	Ded, then \$10/\$30/\$60	No Coverage
Monthly Costs	\$374.65 \$833.22 \$701.03 \$1,094.52	

Choice Plus HSA Plan

Plan changes for the upcoming 2014 plan year.....

- Out of Pocket Maximums will increase from \$3,000 to \$3,500 for individual coverage and from \$6,000 to \$7,000 for family coverage

Current enrollment: Approximately 185
Yearly plan increase Approximately 9.23%

New 2014 Choice Plus HSA Plan

2014 Plan M7-0Mp		
Benefits	In-Network	Out-of-Network
Deductible	\$1,500 \$3,000	No Coverage
Out of Pocket Maximum	\$3,500 \$7,000	No Coverage
Co-Insurance	80%	No Coverage
Office Visit Specialist	Ded, then 20% Ded, then 20%	No Coverage
ER Visit Urgent Care	Ded, then 20% Ded, then 20%	Ded, then 20% No Coverage
Retail Rx	Ded, then \$10/\$30/\$60	No Coverage
Monthly Costs	\$409.58 \$909.56 \$764.94 \$1,195.42	

Monthly Costs

(If employee earns all available points)

Coverage Level	The City	Employees
EE Only	\$374.65	\$0.00
EE / SP	\$683.47	\$149.75
EE / CH	\$607.59	\$93.44
Family	\$833.50	\$261.02

Monthly Costs

(If employee earns all available points)

Coverage Level	The City	Employees
EE Only	\$409.58	\$0.00
EE / SP	\$716.94	\$192.62
EE / CH	\$625.95	\$138.99
Family	\$896.83	\$298.59