



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

REGULAR MEETING

JANUARY 23, 2014

6:30 P.M.

CALL TO ORDER

Determination of a Quorum

Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting of January 9, 2014

2. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **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

B. **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

C. **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 (previously heard August 8, 2013, November 14, 2013, December 12, 2013, and January 9, 2014) **REQUESTING POSTPONEMENT TO A DATE UNCERTAIN**) – Community Development Director Williams

D. **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 – Community Development Director Williams

E. **Ordinance 14-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN ROAD AND NORTH OF SUNRIDGE BOULEVARD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

F. **Ordinance 14-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY LOW DENSITY RESIDENTIAL FOR PROPERTY DESCRIBED AS 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN

ROAD AND NORTH OF SUNRIDGE BOULEVARD; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams

G. **Ordinance 14-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 98.71 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14365 SIPLIN ROAD ON THE EAST SIDE OF SIPLIN ROAD FROM RESIDENTIAL DISTRICT (R-2) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE MATHEWS GROVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams

H. **Ordinance 14-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.54 ± ACRES LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY 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

I. **Ordinance 14-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 4.54 ± ACRES LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Director Williams

3. **REGULAR BUSINESS**

- A. Recommendation to approve entering into a Fair Share Agreement with Ali of Siplin, LLC for SunRidge Boulevard improvements – Community Development Director Williams
- B. Recommendation to approve utilizing the Winter Springs contract with PDCS, LLC for building inspection and plan review services – Senior Planner Pash
- C. Recommendation to approve architectural design for Florida Hospital – City Manager Bollhoefer

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

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

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

- A. Distribution and discussion on future ordinances

7. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on February 13, 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.

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

CITY COMMISSION REGULAR MEETING MINUTES

January 9, 2014

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 Director Public Services Operations Mike Kelley, 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 Buchanan to approve regular meeting minutes of December 12, 2013 as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.

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

A. **Ordinance 14-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN ROAD AND NORTH OF SUNRIDGE BOULEVARD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

B. **Ordinance 14-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY LOW DENSITY RESIDENTIAL FOR PROPERTY DESCRIBED AS 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN ROAD AND NORTH OF SUNRIDGE BOULEVARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-04 and 14-05 by title only. Community Development Director Williams stated that this is a small parcel that was erroneously left

out of the original legal descriptions. He stated that the City is having these hearings incorporated into the overall project. Staff is asking for the approval of the annexation and future land use designation for this property, which will be part of the much larger rezoning at a later date.

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

Motion by Commissioner Sharman to approve Ordinances 14-04 and 14-05 with the second reading and public hearing being scheduled for January 23, 2014. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- C. **Ordinance 14-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 98.71 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14365 SIPLIN ROAD ON THE EAST SIDE OF SIPLIN ROAD FROM RESIDENTIAL DISTRICT (R-2) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE MATHEWS GROVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 14-06 by title only. Community Development Director Williams stated that this property is adjacent to the two schools recently built on SunRidge, located along Siplin Road. It has been reviewed by staff and the Planning and Zoning Board who both recommend approval subject to a long list of conditions. He noted that the developer is participating in the SunRidge agreement for their share of the cost for the road, sewer, water, and utilities. Additionally, there is another developer's agreement that addresses their responsibilities for certain improvements that they are doing jointly with the property to the west and south of their property.

Mayor Rees asked for clarification on the definition of a front porch being only three feet on the front or on either side. Mr. Williams expressed that it is not what most would consider a front porch, but explained that these guidelines were placed on the City when we entered into the Joint Planning Area agreement with the County. He noted that this is the criteria that Orange County was using at the time.

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

Motion by Commissioner Buchanan to approve Ordinance 14-06 with conditions and a second reading and public hearing being scheduled for January 23, 2014. Seconded by Commissioner Sharman and carried unanimously 5-0.

- D. **Ordinance 14-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.54 ± ACRES

LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY 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

- E. **Ordinance 14-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 4.54 ± ACRES LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-07 and 14-08 by title only. Community Development Director Williams stated that this property is part of a County enclave that is located at the northeast corner of Tildenville School Road and West Plant Street. He noted that the applicants are asking to annex the property and get a future land use designation. He noted that they will be back at a later date for a rezoning.

The property has a small wetland area at the southeast corner and is 4.84 acres, which will allow approximately 10 to 12 lots to be developed on the property. He noted that it would be less of a dense with our zoning as opposed to Orange County's designation. There are issues regarding traffic and access to West Plant Street. He noted that staff and the Planning and Zoning Board have reviewed the request and recommend approval of the annexation and the land use designation. He noted that at the public hearing there was opposition.

There was discussion on the wetlands located on the property being vastly to the east of the property.

Mayor Rees opened the public hearing.

Lauren Cohn, 1306 Brandy Lake View Circle, Winter Garden, Florida, stated that her house is directly across from this project. She disagreed with the statement that this is a small wetland. She shared there has not been a hurricane in a while, but when one comes the wetland will come all the way up to the other side of their property. There currently is wildlife at this location. She also stated that the traffic is horrendous and that this would not be good for the City of Winter Garden. She spoke of a Planning and Zoning Board member who recused himself from the vote but called her the next day and she was confused as to whether he was calling as a member of the board or as the developer. She spoke of the Castle Company's history of cramming large developments into small parcels and how this project is bad for Winter Garden.

City Manager Bollhoefer addressed how the developer is allowed to build the subdivision in the County. If they annexed into the City, only then will the City have some say and control over the development.

Commissioner Makin asked if the applicant were to build in the County would they currently be able to get more density. Mr. Williams responded yes, the County could allow up to four units per acre with 50 to 60 foot lots. The City is requiring them to be at least the same as the lot (widths) as in Ms. Cohn's subdivision, which will typically be 75 to 80 feet.

Ryan Blaida, 1103 Executive Center Drive, Orlando, Florida, stated that he is the engineer working with Tall Castle and most of his points have already been made. He stated that they have future land use in the County of LDR and it is surrounded by LDR or PUD or straight zoning of R-1 or R-3 in the City. He stated that they want to come into the City and let the City have control. He noted that as for the street lights, they would not ask to have that cost added unless the City required it or in the case of a needed traffic study. As for the sidewalks and pedestrian walkways, they would want those. He noted that it is their intent to be zoned PUD so that there is a little more view from the front. They have already spoken of larger porches, courtyards, and side entry garages to have this development stand out. He noted that there would definitely be fewer than three units per acre. He noted that they have had Biotech as a consultant out on the site with regards to the wetlands. He noted that they would work with SJWMD and the City, to be sure that any wetland impacts they make are mitigated or do not happen.

City Manager Bollhoefer noted that Mark Maciel called Ms. Cohn as the developer, not as a member of the Planning and Zoning Board. Mr. Maciel did recuse himself from any of the decision making.

Mayor Rees closed the public hearing.

Motion by Commissioner Makin to approve Ordinances 14-07 and 14-08 with the second reading and public hearing being scheduled for January 23, 2014. Seconded by Commissioner Sharman and carried unanimously 5-0.

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

- 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

City Attorney Ardaman read Ordinance 14-03 by title only. Community Development Director Williams stated that this is a thirteen-and-a-half acre site for the West Orlando Baptist Church. He noted that they annexed into the City a couple of years ago and did not pursue any zoning at that time. They are getting ready to expand their facility on that site and in order to do so they must obtain a City zoning. They are requesting the R-1 single family; as churches are allowed in all residential categories through the special exception process. This has been reviewed by the Planning and Zoning Board and staff and both recommend approval.

Mayor Rees asked if this is the applicant that requested two portables be placed on their property. Mr. Williams responded yes, but that is not part of this request. They are looking at a couple of portables and one permanent building. The portables would have a time limit, if approved.

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

Motion by Commissioner Buchanan to adopt Ordinance 14-03. Seconded by Commissioner Makin 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 that staff is asking for one more postponement. The applicant has some ownership issues from when the property was inherited. He stated that the applicant was told that if they are not ready at the next meeting, this item will be pulled and be re-advertised when they are ready to restart the process.

Motion by Commissioner Sharman to POSTPONE Ordinances 13-48, 13-49, and 13-50 until the January 23, 2014 meeting at 6:30 p.m. Seconded by Commissioner Makin and carried unanimously 5-0.

4. REGULAR BUSINESS

A. Recommendation to approve entering into a cost share agreement with St. Johns River Water Management District for Phase 2 of the Southwest Reclaimed Water Service Expansion project at a cost not to exceed \$479,040.00

Assistant Director of Operations for Public Services Kelley stated that the City of Winter Garden has an opportunity to enter into a cost share agreement with the St. Johns Water Management District (SJWMD) for the funding of the Southwest Reclaimed Water Service Expansion Project – Phase II. The cost share agreement provides the City with a 40% cost share, not to exceed \$479,040.00. The purpose of the project is to continue to connect neighborhoods within the Stoneybrook subdivision in the southwest area of the City through the Conserv II reuse water main, which is a required as part of the City's consumptive use permit. He noted the neighborhoods of Fox Hunt, Lakehurst, and Pebble Ridge would be added to the reuse system. In addition to these subdivisions, an extension of the system will be added to connect the Conserv reuse main to the existing reuse main. Staff recommends approval of entering into the cost share agreement.

Mayor Rees asked if it was typical for the City to contribute the \$600,000 and they (SJRWMD) contribute the \$400,000. Mr. Kelley responded yes, this is very similar to the agreement of last year.

Motion by Commissioner Buchanan to approve entering into a cost share agreement with St. Johns River Water Management District for Phase 2 of the Southwest Reclaimed Water Service Expansion project at a cost not to exceed \$479,040.00. Seconded by Commissioner Olszewski and carried unanimously 5-0.

5. MATTERS FROM PUBLIC

David Kassander, 15155 Ovation Drive, Winter Garden, Florida, stated that he attended a past (Commission) meeting and asked for assistance in a matter of sidewalks and other safety issues and asked that the City Manager update the City Commission on the status of his request.

Mr. Bollhoefer responded that the Police Chief went out and reviewed the school bus location. The lighting was assessed, with the County, to see what the County can do to increase the area lighting. They also reviewed how many are crossing the road at the crosswalk. City staff has also been reviewing the legalities of whether the City can put in a crosswalk on a county road. He noted that they do not have all the final answers, but should have them in the next week or so. Another issue to consider is to make sure the children are not put into any type of danger. He shared that staff is looking into all of these issues.

Mr. Kassander requested that he be contacted once the decisions are finalized.

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

7. **MATTERS FROM CITY MANAGER**

• **Charitable organizations requesting waiver of fees to use Tanner Hall and Jessie Brock Center**

City Manager Bollhoefer noted that the City is starting to receive more and more requests from non-profits and charitable organizations for all sorts of assistance. He noted that many want to use Tanner Hall at no charge and when the Jessie Brock center was built, it was intended to be used by these types of organizations, but people still want to use Tanner Hall. Whenever one organization sees that another organization has booked Tanner Hall, they want to use it and we find ourselves losing revenue from prime night rentals such as Saturdays. Staff would like to look into creating criteria that will include asking these types of organizations to provide us with how their organization benefits the City in an effort to create a more formal review of these requests.

• **Chili Cook-Off**

Community Relations Manager Edwards announced that the Chili Cook-Off now has a poster and the event will be on February 1st near the Splash pad parking lot. She noted that there will be a live band, draft beer, wine, and about 20 different chilies. The event will be from 5:00 p.m. to 8:00 p.m. and will benefit the Relay for Life team.

Commissioner Sharman asked if the chili will last a bit longer this time. Ms. Edwards responded yes because they will be utilizing one ounce cups.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

West Orange Chamber of Commerce board member appointment

Mayor Rees stated that Commissioner Buchanan is the current board member on the West Orange Chamber of Commerce as the City's representative and asked the City Commission if they wanted to reappoint him or submit other names for consideration.

Commissioner Buchanan shared that last December the Chamber's Executive Board voted to reappoint him for another year. He indicated that he would like to remain on the board and complete his term. At the end of his current term, the City Commission could vote on who they wanted to appoint.

There was discussion on how appointments are determined, some of which are clearly defined in the City's Code and other appointments could fall under the Charter. **Mayor Rees** stated he is bringing this matter forward for a joint decision. **City Attorney Ardaman** shared that the Chamber's bylaws provides for representatives from four cities in West Orange County. The City has been put in the position of providing a representative. Likewise, the City Commission can decide to not make an appointment.

Commissioner Olszewski shared his interest in being appointed.

Mayor Rees asked what the pleasure of the Commission is.

Commissioner Sharman offered a motion that would give each Commissioner half a term; **Appoint Commissioner Olszewski to the West Orange Chamber of Commerce board with the one-year term to be effective June 1, 2014.** Commissioner Sharman **withdrew** his motion, suggesting that the matter come back to the City Commission after the upcoming election.

Commissioner Buchanan motioned to appoint Commissioner Olszewski as the next City representative on the West Orange Chamber of Commerce Board after his term expires in 2014. **Seconded by Commissioner Sharman and carried unanimously 5-0.**

The meeting adjourned at 7:35 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 17, 2014

Meeting Date: January 23, 2014

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 postponing the adoption until further notice. Staff recommends postponing Ordinance 13-48, Ordinance 13-49, and Ordinance 13-50 second reading until the applicant is ready.

Attachment(s)/References:

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

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 17, 2014

Meeting Date: January 23, 2014

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.

Attachment(s)/References:

Location Map
Ordinance 14-03
Staff Report

Legend



NOT TO SCALE



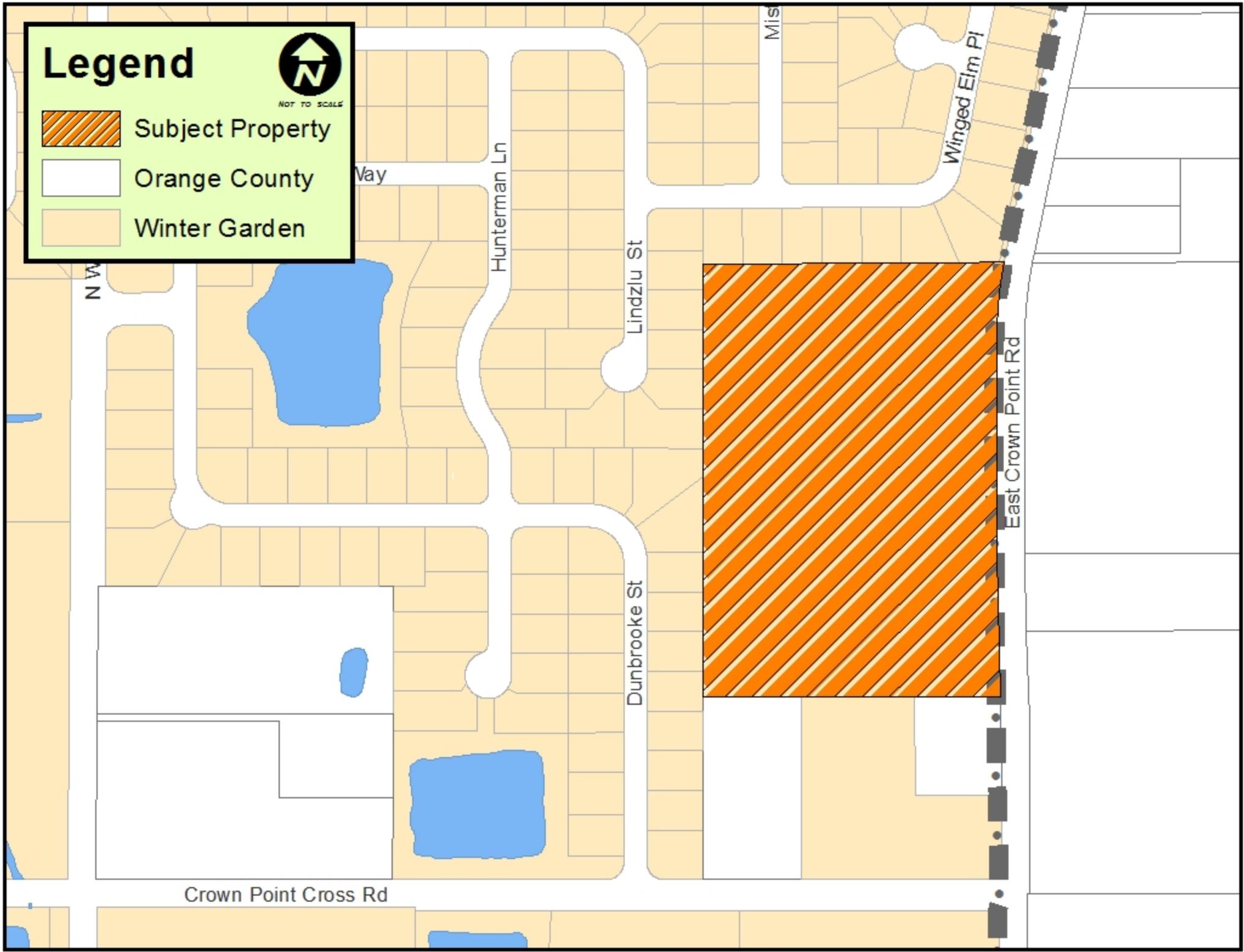
Subject Property



Orange County



Winter Garden



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.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 17, 2014 **Meeting Date:** January 23, 2014

Subject: 14365 Siplin Road
Ali of Siplin, LLC
Ordinance 14-04
Ordinance 14-05
Parcel ID # **27-22-27-0000-00-054** (portion)

Issue: The applicant is requesting Annexation and Future Lands Use designation on property located at 14365 Siplin Road.

Discussion:
The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 2.26 ± acre enclave located east of Siplin Road and north of SunRidge Blvd. The applicant has requested Annexation into the City and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential. (See attached Staff Report).

Recommended Action:
Staff recommends approval of Ordinance 14-04 and Ordinance 14-05.

Attachment(s)/References:

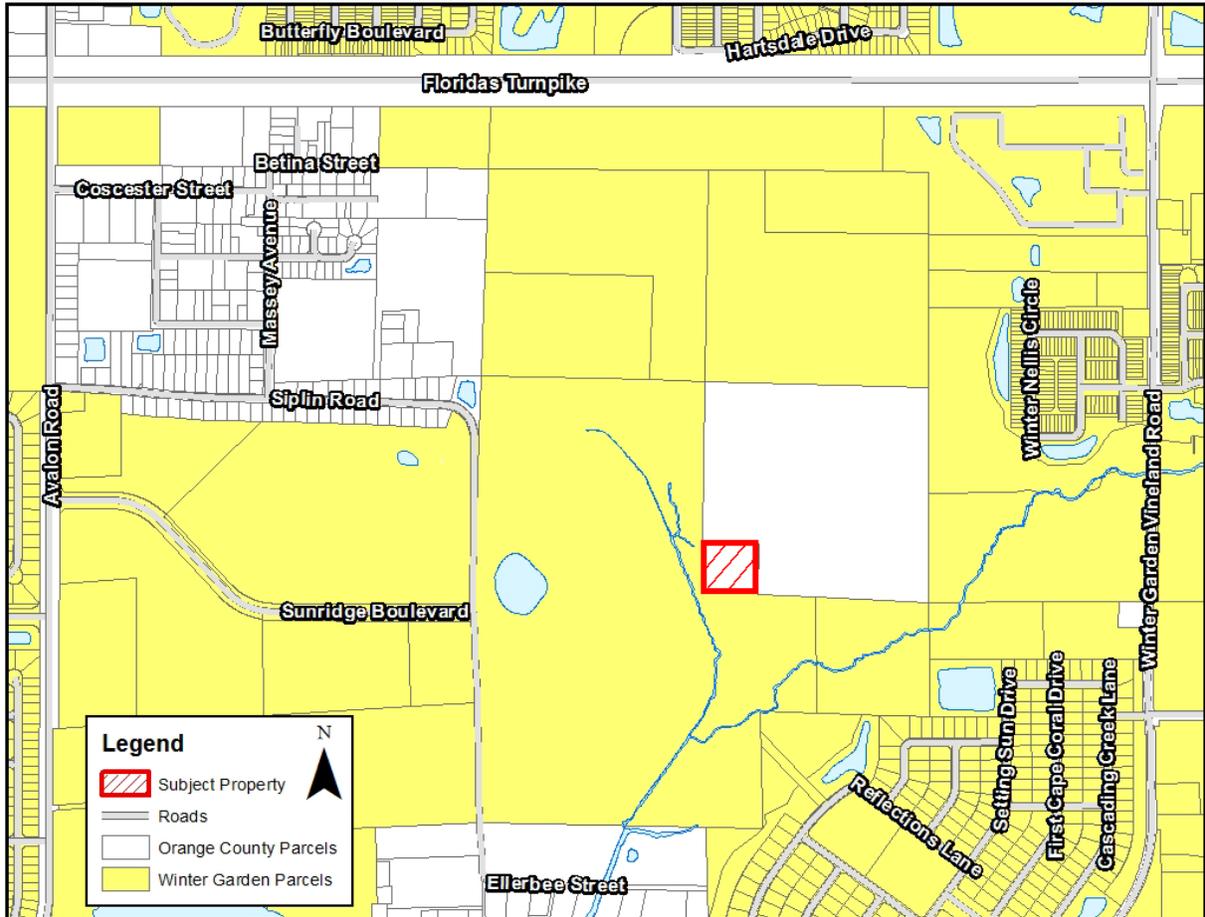
Location Map
Staff Report
Ordinance 14-04
Ordinance 14-05

LOCATION MAP

14365 SIPLIN ROAD

ANNEXATION-FLUM AMENDMENT

ORDINANCE 14-04 & ORDINANCE 14-05



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

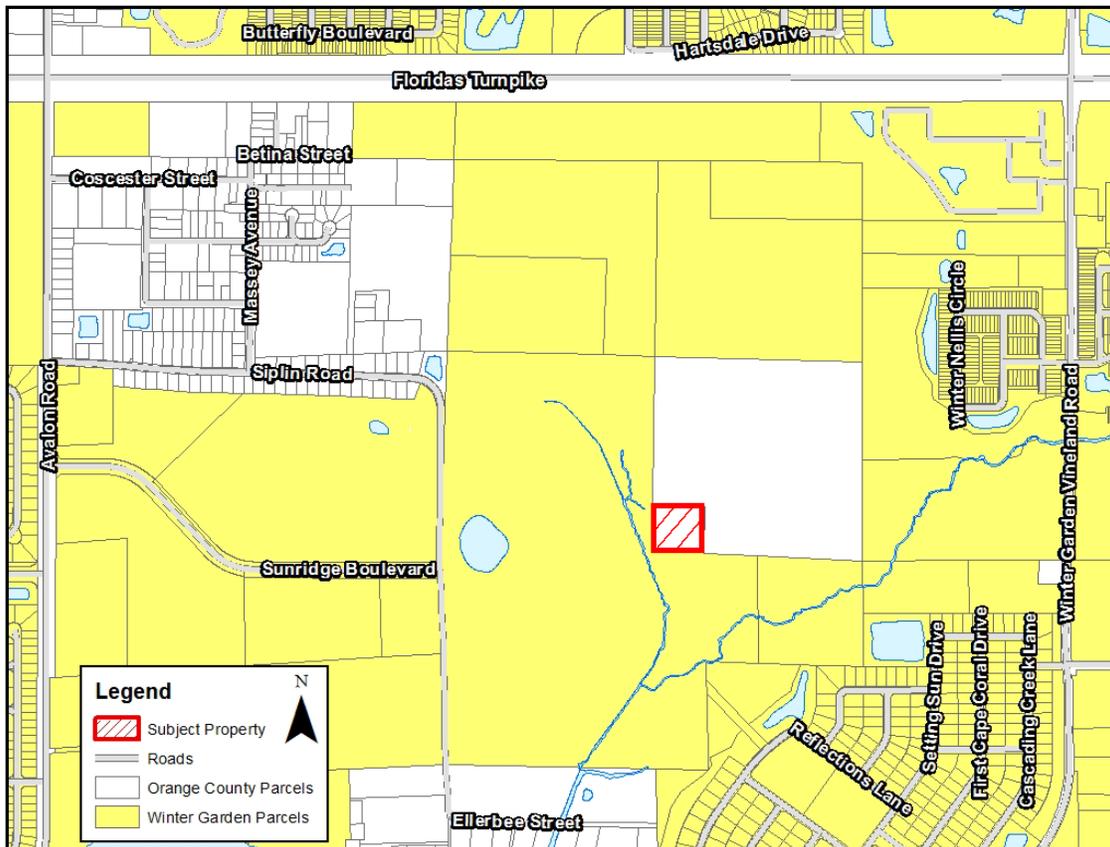
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: JANUARY 2, 2014
SUBJECT: ANNEXATION –FLU AMENDMENT
14365 SIPLIN ROAD (2.26 +/- ACRES)
PARCEL ID #: PORTION OF 27-22-27-0000-00-054
APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

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

The subject property is located at 14365 Siplin Road and is approximately 2.26 ± 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 Low Density Residential.

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 vacant, unimproved land with the Future Land Use Designation of Rural/Agricultural according to the Orange County Comprehensive Plan.

ADJACENT LAND USE AND ZONING

The property located to the north and west are also vacant, unimproved land located in Unincorporated Orange County. The property to the south and east are located in the Mathews Grove Subdivision which is currently zoned R-2 in the City of Winter Garden, but is currently being rezoned to PUD.

PROPOSED USE

The owner is proposing to annex the property to be included in the Mathews Grove single family residential subdivision. The property is owned by the same property owner and the 2.26 acres is located within the same parcel as the Mathews Grove single family residential subdivision, however due to an error in the legal description of the Mathews Grove property when it was annexed by Ordinance 90-65 in 1990 the 2.26± acre portion of the property was left out. The 2.26± property is inundated by wetlands and will not be developed, however the acreage is included in the rezoning of the Mathews Grove property to PUD by Ordinance 14-06.

PUBLIC FACILITY ANALYSIS

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

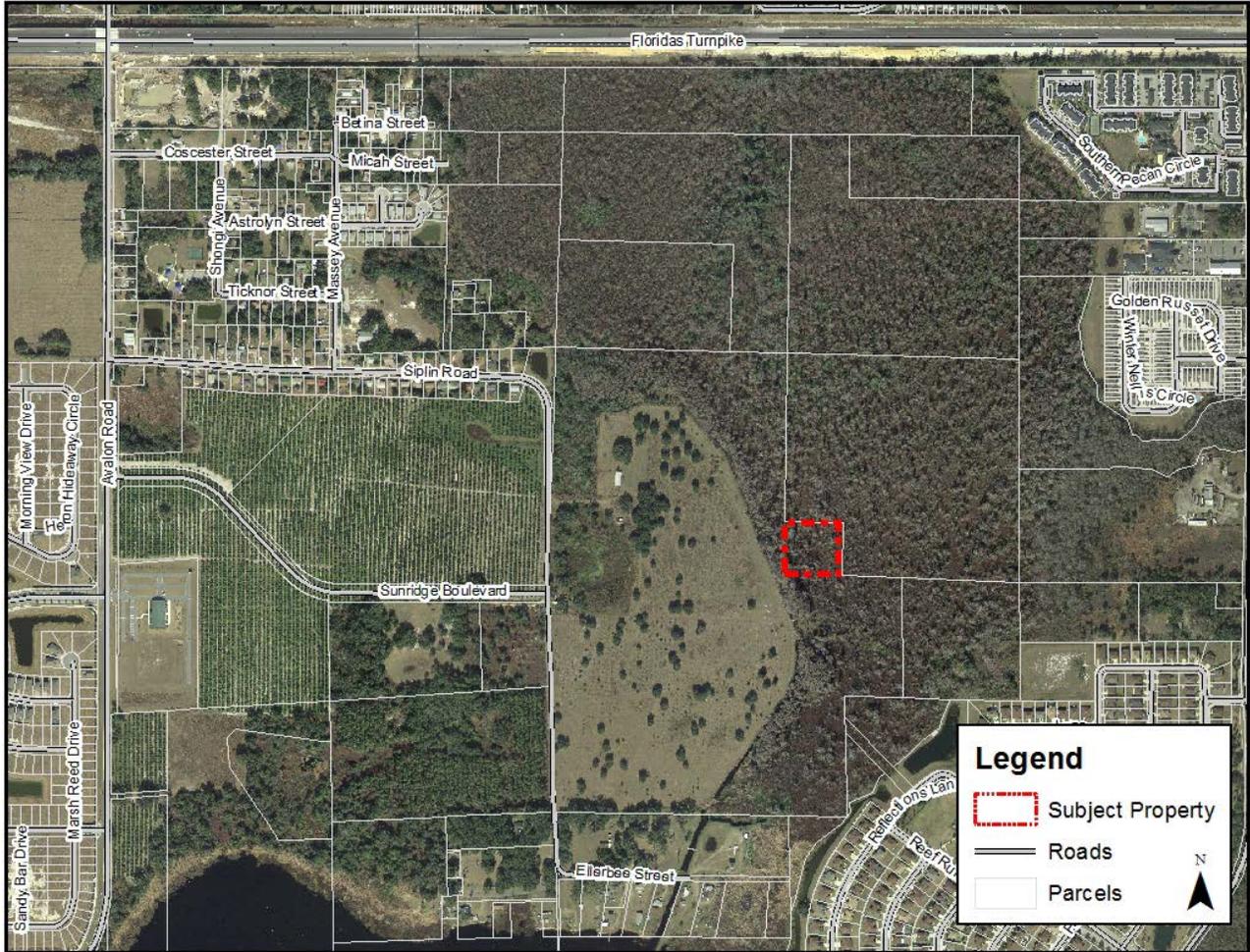
SUMMARY

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

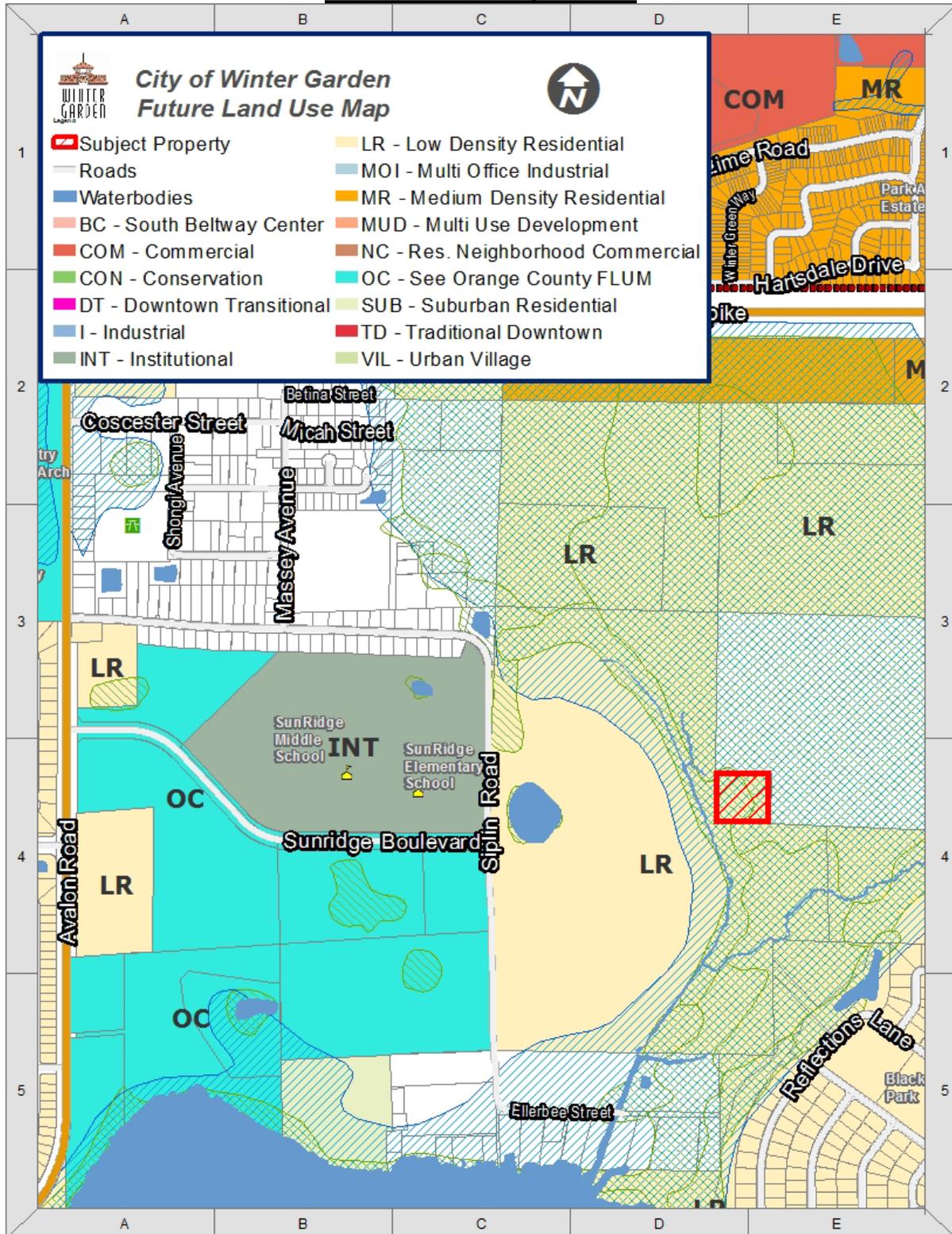
MAPS

AERIAL PHOTO

Portion of 14365 Siplin Road



**FUTURE LAND USE MAP
 Portion of 14365 Siplin Road**



END OF STAFF REPORT

ORDINANCE 14-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN ROAD AND NORTH OF SUNRIDGE BOULEVARD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 2.26 ± acres generally located east of Siplin Road and north of SunRidge Boulevard 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: _____, 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

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 87°26'38" EAST, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1340.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND THE POINT OF BEGINNING; THENCE NORTH 00°56'32" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 289.48 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°02'07" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 333.79 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°43'21" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 298.80 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 87°26'28" WEST, ALONG AFOREMENTIONED SOUTH LINE OF SECTION 27, A DISTANCE OF 335.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 2.26 ACRES, MORE OR LESS.

ORDINANCE 14-05

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY LOW DENSITY RESIDENTIAL FOR PROPERTY DESCRIBED AS 2.26 ± ACRES GENERALLY LOCATED EAST OF SIPLIN ROAD AND NORTH OF SUNRIDGE BOULEVARD; 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 2.26 ± acres of land generally located east of Siplin Road and north of SunRidge Boulevard, 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 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.* 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: _____, 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

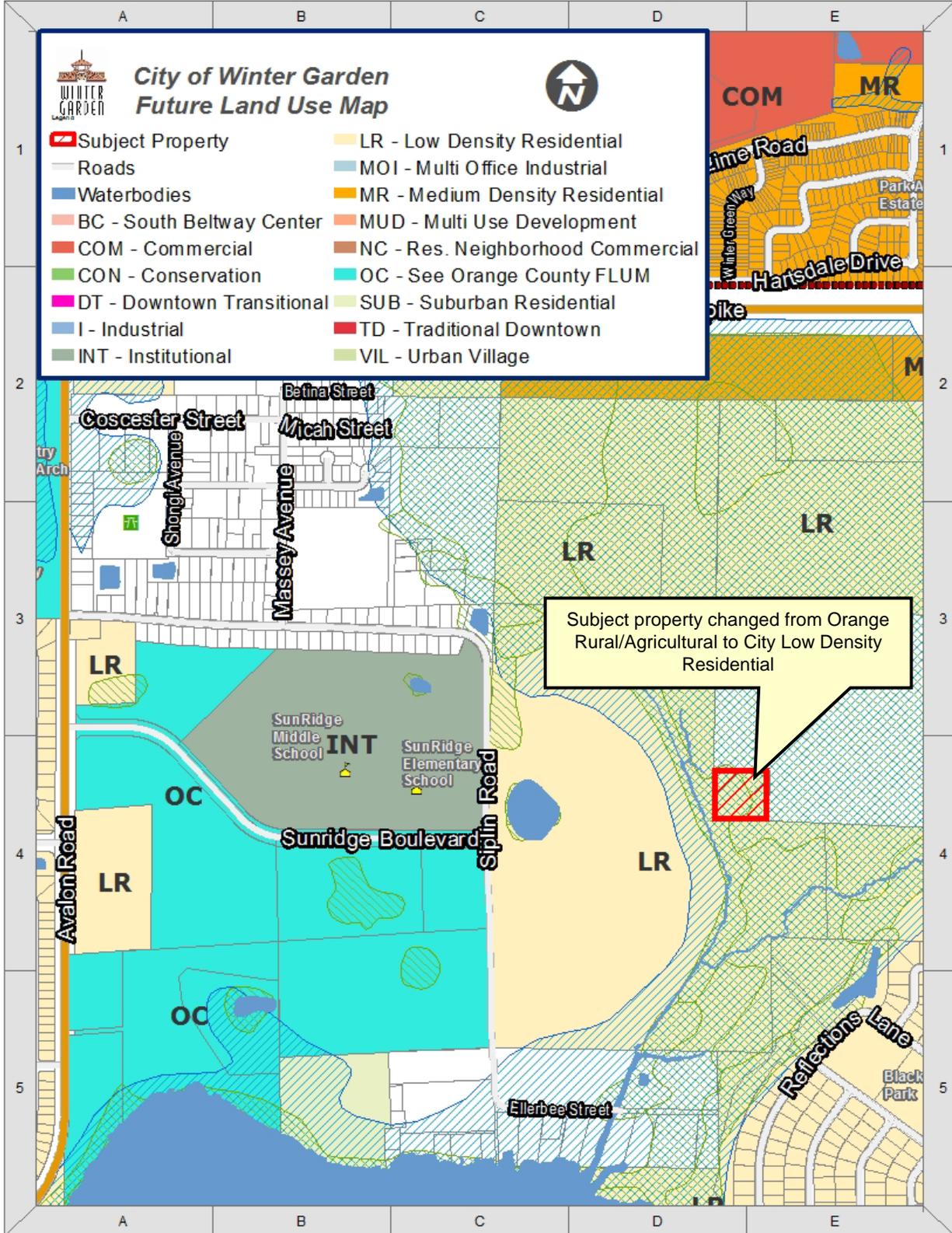
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 87°26'38" EAST, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1340.62 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND THE POINT OF BEGINNING; THENCE NORTH 00°56'32" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 289.48 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°02'07" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 333.79 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°43'21" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 298.80 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 87°26'28" WEST, ALONG AFOREMENTIONED SOUTH LINE OF SECTION 27, A DISTANCE OF 335.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 2.26 ACRES, MORE OR LESS.

ATTACHMENT "B"



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 17, 2014

Meeting Date: January 23, 2014

Subject: **Ordinance 14-06** Rezoning
Mathews Grove (98.71+/- Acres)
14365 Siplin Road
Parcel ID# 27-22-27-0000-00-054

Issue: Request for approval of Ordinance 14-06 to rezone 98.71 +/- acre Mathews Grove property from "R-2" (Residential District) to "PUD" (Planned Unit Development)

Discussion:

The property owner requests rezoning of the subject property to Planned Unit Development (PUD) to allow for development of a single family residential subdivision of 155 dwelling units. (See attached Staff Report).

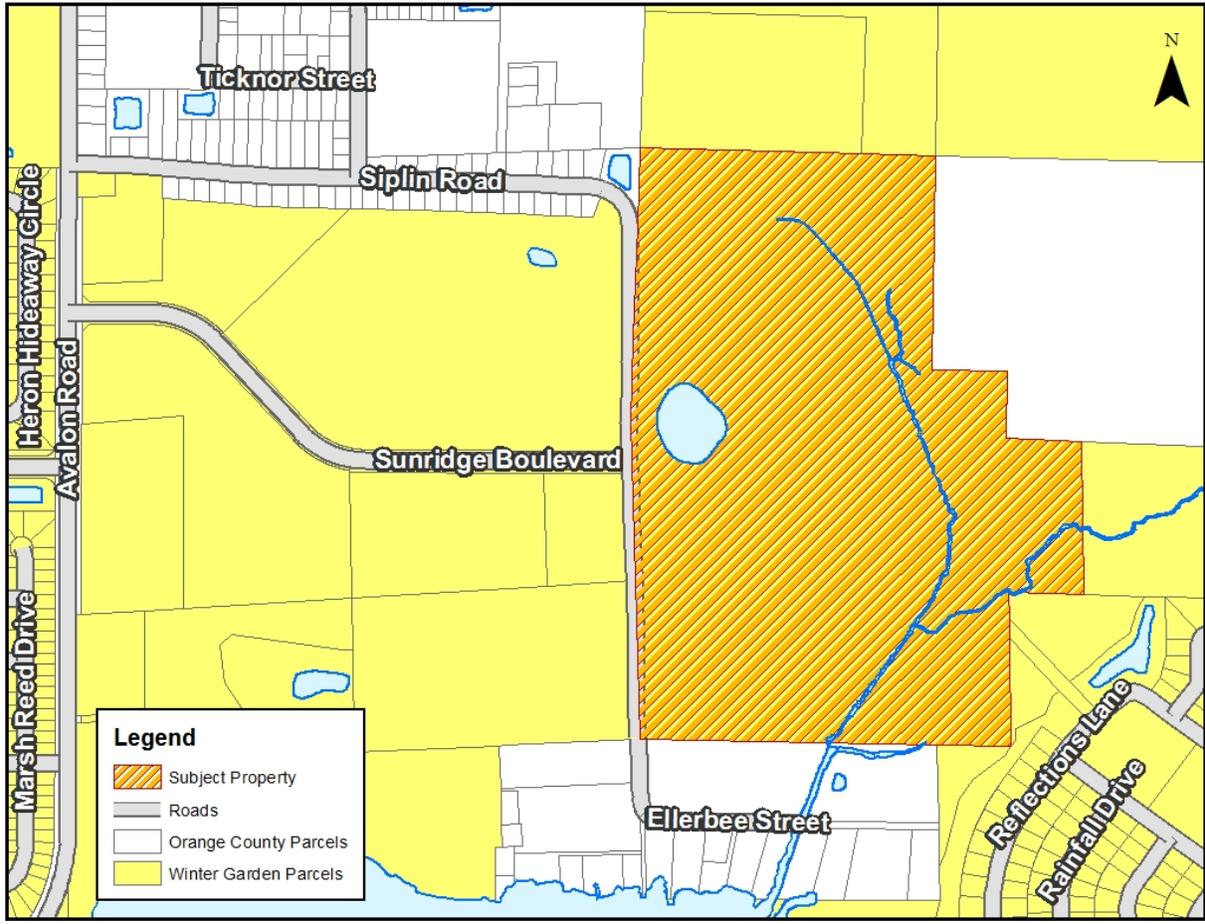
Recommended Action:

Staff recommends approval of Ordinance 14-06, rezoning the 98.71 +/- acre property from R-2 to PUD subject to the conditions outlined in Ordinance 14-06 and in the attached staff report.

Attachment(s)/References:

Location Map
Ordinance 14-06
Staff Report

LOCATION MAP
14365 SIPLIN ROAD
MATHEWS GROVE
ORDINANCE 14-06



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

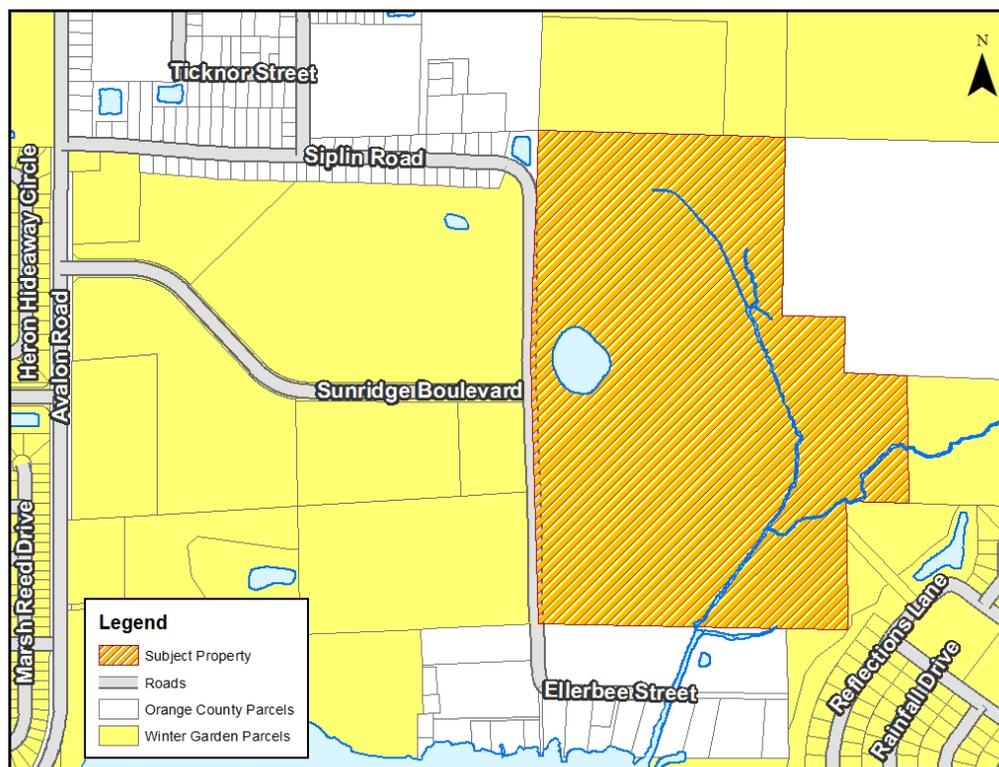
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: JANUARY 2, 2014
SUBJECT: REZONING
MATHEWS GROVE PROPERTY
14365 SIPLIN ROAD (98.71 +/- ACRES)
PARCEL ID # 27-22-27-0000-00-065

APPLICANT: ALI OF SIPLIN, 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 14365 Siplin Road and is approximately 98.71± 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 98.71± acres of land. The subject property is designated LR- Low Density Residential on the Future Land Use Map of the City's Comprehensive Plan and is currently designated R-2 on the City's Zoning Map (see attached maps).

EXISTING USE

The subject property is primarily vacant unimproved land; however there is one existing single family residential structure located on western portion of the property near the intersection of Siplin Road and SunRidge Blvd and another structure located on the northern half of the property. The structures have been cited by the City's Code Enforcement Department as unfit and will be demolished prior to commencement of site development.

ADJACENT LAND USE AND ZONING

The properties located to the west of the subject property include the new school site of SunRidge Middle School and SunRidge Elementary School in the City of Winter Garden, the Future Land Use Designation of the property is Institutional; and the recently approved Black Lake Preserve Subdivision zoned PUD. The properties located to the east are vacant properties located both within the City of Winter Garden and Orange County, primarily inundated with wetlands. Additionally located to the east of the subject property is Black Lake Park Subdivision which is zoned PUD and located within the City of Winter Garden. The properties located to the south include several a Single Family Residential structures located in Unincorporated Orange County.

PROPOSED USE

The applicant proposes to develop the 98.71 ± acre site into a residential planned unit development containing 155 single-family dwelling units. The subdivision is proposed to have a gross density of 2.49 dwelling units per acre, the LR- Low Density Residential Future Land Use Designation allows up to 6 dwelling units per acre. The proposed subdivision will contain 4 recreational parks and 15.60 acres of open space.

The proposed project will contain a mixture of 65'x125' lots and 75'x125' lots, with a total of 93 lots at between 65' and 74' wide and 62 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 18.98 +/- 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 the intersection of SunRidge Blvd and Siplin Road which will continue to be the primary access point with the development of the property. With the development of this property and in conjunction with the development of the Black Lake Preserve property located on the west 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

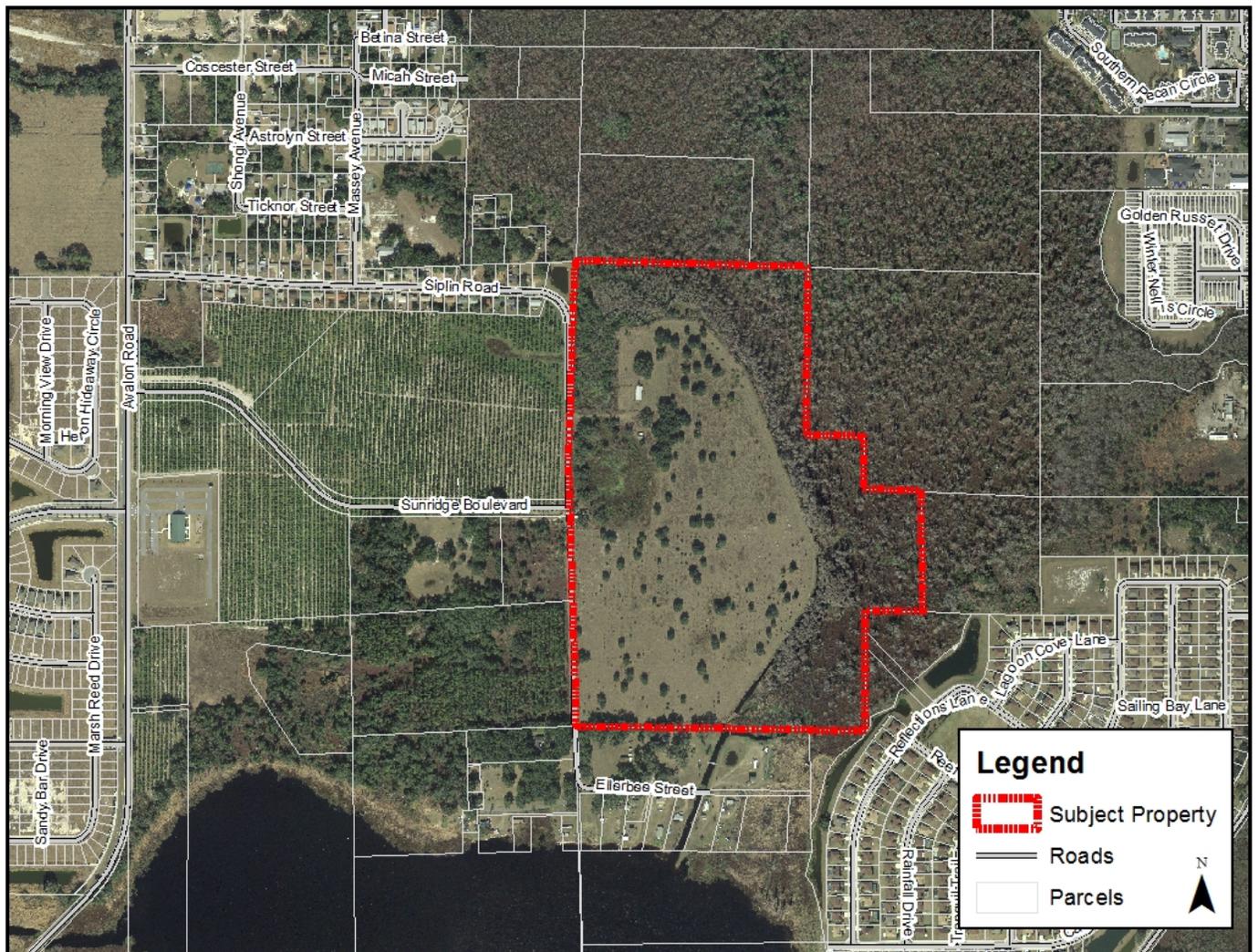
City Staff recommends approval of the proposed Ordinance subject to the following condition:

- 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.

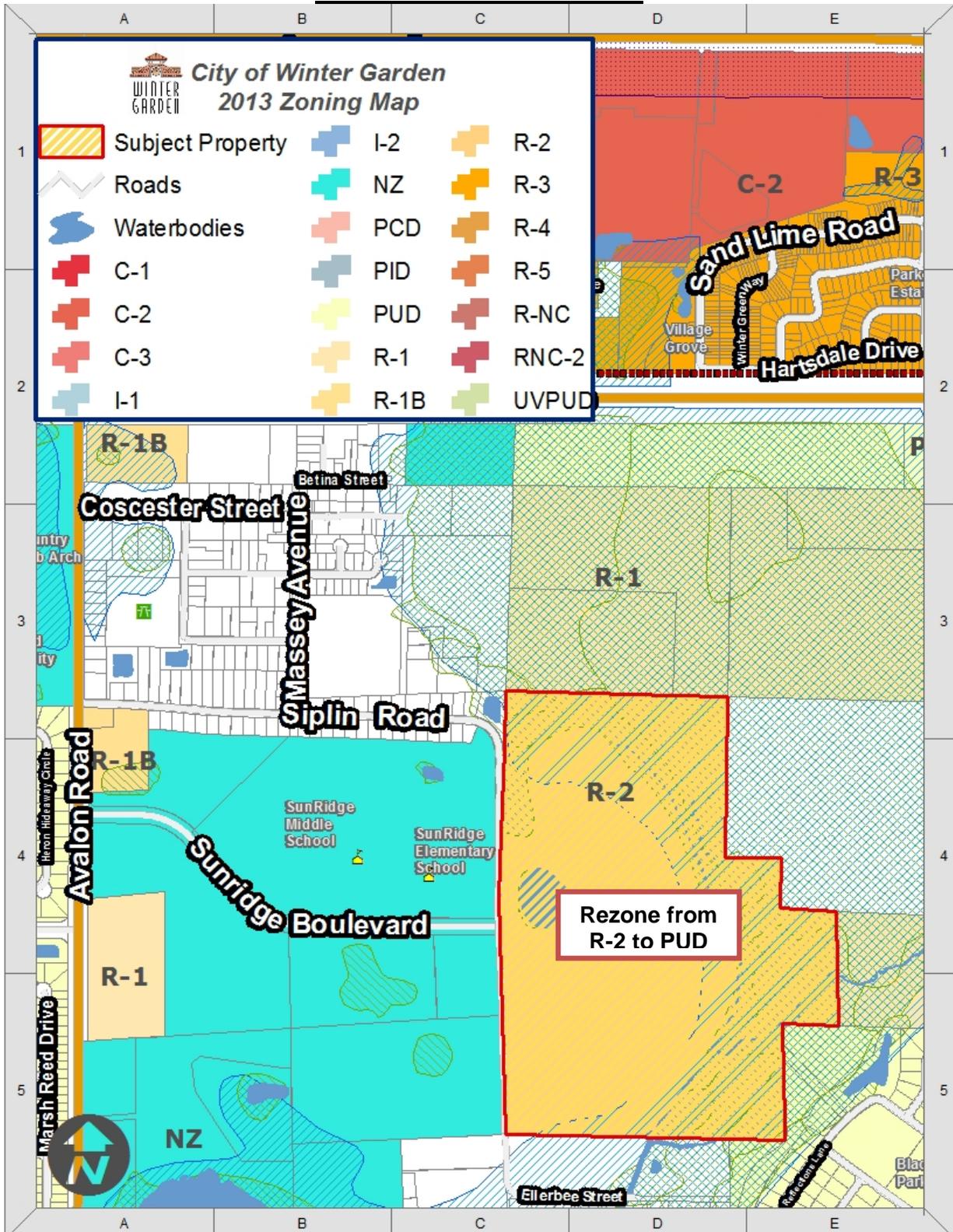
Rezoning the subject property from City R-2 to City PUD is consistent with the Future Land Use Map of the City’s Comprehensive Plan, and is consistent with the trend of development in the area. The proposed development is compatible and consistent with the uses in the surrounding area. The proposed development of the subject property is consistent with the goals, objectives and policies of the City’s Comprehensive Plan and land development regulations.

MAPS

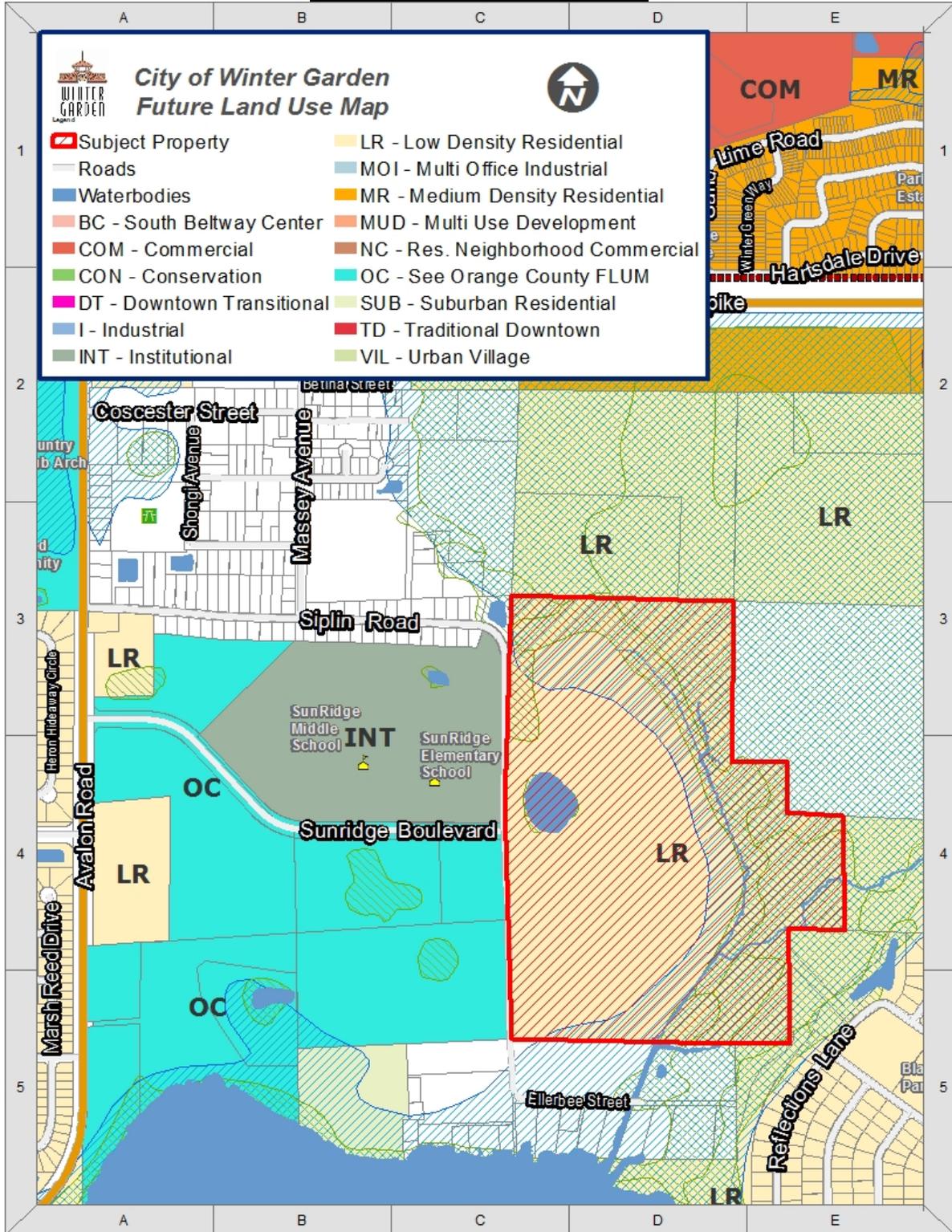
**AERIAL PHOTO
MATHEWS GROVE SUBDIVISION**



ZONING MAP
MATHEWS GROVE SUBDIVISION



**FUTURE LAND USE MAP
 MATHEWS GROVE SUBDIVISION**



END OF STAFF REPORT

ORDINANCE 14-06

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 98.71 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT 14365 SIPLIN ROAD ON THE EAST SIDE OF SIPLIN ROAD FROM RESIDENTIAL DISTRICT (R-2) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE MATHEWS GROVE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 98.71 ± acres of land located at 14365 Siplin Road, on the east side of 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 R-2 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 Residential District (R-2) 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 Mathews Grove PUD Development Plan attached hereto as Exhibit “B.” Should any conflict be found between this Ordinance and the Mathews Grove 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-2 Residential District for any structures, including but not limited to swimming pools, screen rooms accessory structures and buildings that are developed on the Property. The following uses permitted in R-2 Residential District shall be prohibited in the Mathews Grove PUD: two-family dwellings, public schools and private schools with

academic curriculums similar to those in public schools, and churches.

c. Design Criteria/Architectural Standards-

- 1. **Lot Size-** Minimum lot width shall be 65 feet; minimum lot depth shall be 125 feet.
- 2. **Building Height-** Maximum building height shall be 40 feet, not to exceed 2 stories.
- 3. **Minimum Living Area-** Minimum living area for each residential unit shall be 1,400 square feet.
- 4. **Signage-** All signage shall be reviewed and permitted by the City of Winter Garden. All proposed signage, with the exception of street and traffic signs, shall be submitted for review and approval as part of the Development Agreement for the Property.
- 5. **Setbacks and Required Yards-**

| 65'x125' Lots | | 75'x125' Lots | |
|---------------------------------|------|---------------------------------|------|
| Front Yard | 20' | Front Yard | 20' |
| Rear Yard | 20' | Rear Yard | 20' |
| Side Yard | 7.5' | Side Yard | 7.5' |
| Corner | 20' | Corner | 20' |
| Front Load Garage (Front) | 25' | Front Load Garage (Front) | 25' |
| Porch/ Courtyard Garage (Front) | 15' | Porch/ Courtyard Garage (Front) | 15' |
| Pool (Side & Rear) | 5' | Pool (Side & Rear) | 5' |

- 6. **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. 50% of all dwelling units shall have either a 5 foot recessed garage or a front porch.
 - c. 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.
 - d. Product types shall be varied and/or staggered to avoid similar products directly adjacent to each other or provide alternate color and architectural details. Front façade

variation should be provided so the Front Load Garage and the Porch/ Courtyard Garage are alternated.

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. SunRidge Boulevard has been constructed with two lanes, to be expanded as designed, to four lanes. This project, along with others along this corridor shall be required to participate in the funding of the widening to four lanes (signed agreement required as discussed at DRC).
8. Typical Section: 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; 98% density required on all compaction; 2" minimum asphalt thickness; 10" minimum crush concrete (concrete aggregate) base thickness as approved by the City Engineer; minimum 24" wide concrete curb and gutter required (or Miami curb); 5' wide concrete sidewalks required on both sides of street; minimum 10' wide drainage, utility and pedestrian easements required adjacent to all rights-of-way. All construction shall meet City of Winter Garden requirements for drainage, roadways and utilities(see City Standard Details available on-line at cwgdn.com). Show Reuse main on typical section.
9. A final geotechnical report shall be submitted with the preliminary plat/final construction plans addressing groundwater table, presence of organic soils, Karst features, etc.
10. Walls and landscaping shall be located within a landscape and wall tract, to be maintained by the HOA.
11. It appears the project will not be gated, due to the pending agreement with the Hanover/Black Lake Preserve project for secondary access, as well as maintaining access to Siplin Road south of the two projects. 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 R/W maintenance agreement.

12. 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.
13. Utilities: Minimum 8" potable water (internal), 8" reuse water, and minimum 6" sanitary force main are required.
14. Minimum 5 ft wide utility and drainage easements shall be provided on each side lot line; 10' drainage, utility and pedestrian easements required adjacent to R/W.
15. Some of this property appears to be "A" type soils and may require adherence to the Wekiva protection regulations. Wekiva Protection requirements as outlined in the Comprehensive Plan shall be met, especially for drainage and Karst protection. Future submittals shall provide geotechnical study showing limits of any Karst feature with the required buffering.
16. All irrigation on the site shall be designed to be supplied by reclaimed water (minimum 8" internal main size).
17. The connection proposed at the existing terminus of SunRidge at Siplin needs to be discussed in terms of traffic control and layout. Design Engineer to coordinate with the City's Consultant, Pegasus Engineering for final alignment/configuration.
18. The plan shows a cul-de-sac for Siplin Road to eventually be abandoned along the project's west boundary. Any right-of-way required for a minimum 40' radius cul-de-sac (50' minimum R/W radius) shall be dedicated with the project.
19. There is an existing 12" X 18" ERCP culvert crossing Siplin Road. This is one of the stormwater outfalls for the SunRidge schools and this off-site flow will need to be accommodated with the Mathews Grove drainage system.
20. The 100 year flood plain for Black Lake and the adjacent wetlands, including the on-site canals is Elevation 99.70 (NAVD '88). Any areas developed within the 100 year flood plane shall be compensated for; LOMR with FEMA is required for any development within the 100 year flood zone.
21. Sale of lots prior to recording of final plat is prohibited.
22. 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 Mathews Grove PUD 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.

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 Mathews Grove 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: _____, 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

Exhibit "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 27 AND 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 NORTH 01°55'01" EAST, A DISTANCE OF 1,221.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG SAID NORTH LINE SOUTH 88°28'34" EAST, A DISTANCE OF 1,319.45 FEET; THENCE SOUTH 00°56'54" WEST, A DISTANCE OF 956.48 FEET; THENCE SOUTH 89°03'06" EAST, A DISTANCE OF 333.74 FEET; THENCE SOUTH 00°42'22" WEST, A DISTANCE OF 298.75 FEET; THENCE SOUTH 87°26'39" EAST, A DISTANCE OF 335.17 FEET; THENCE SOUTH 00°49'34" EAST, A DISTANCE OF 684.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE ALONG SAID NORTH LINE NORTH 88°10'15" WEST, A DISTANCE OF 333.15 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE ALONG SAID EAST LINE SOUTH 00°58'19" EAST, A DISTANCE OF 688.44 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 34 THE FOLLOWING TWO COURSES: NORTH 88°54'32" WEST, A DISTANCE OF 331.23 FEET; THENCE NORTH 88°52'04" WEST, A DISTANCE OF 1,333.92 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE ALONG SAID WEST LINE NORTH 01°18'59" WEST A DISTANCE OF 1,419.06 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

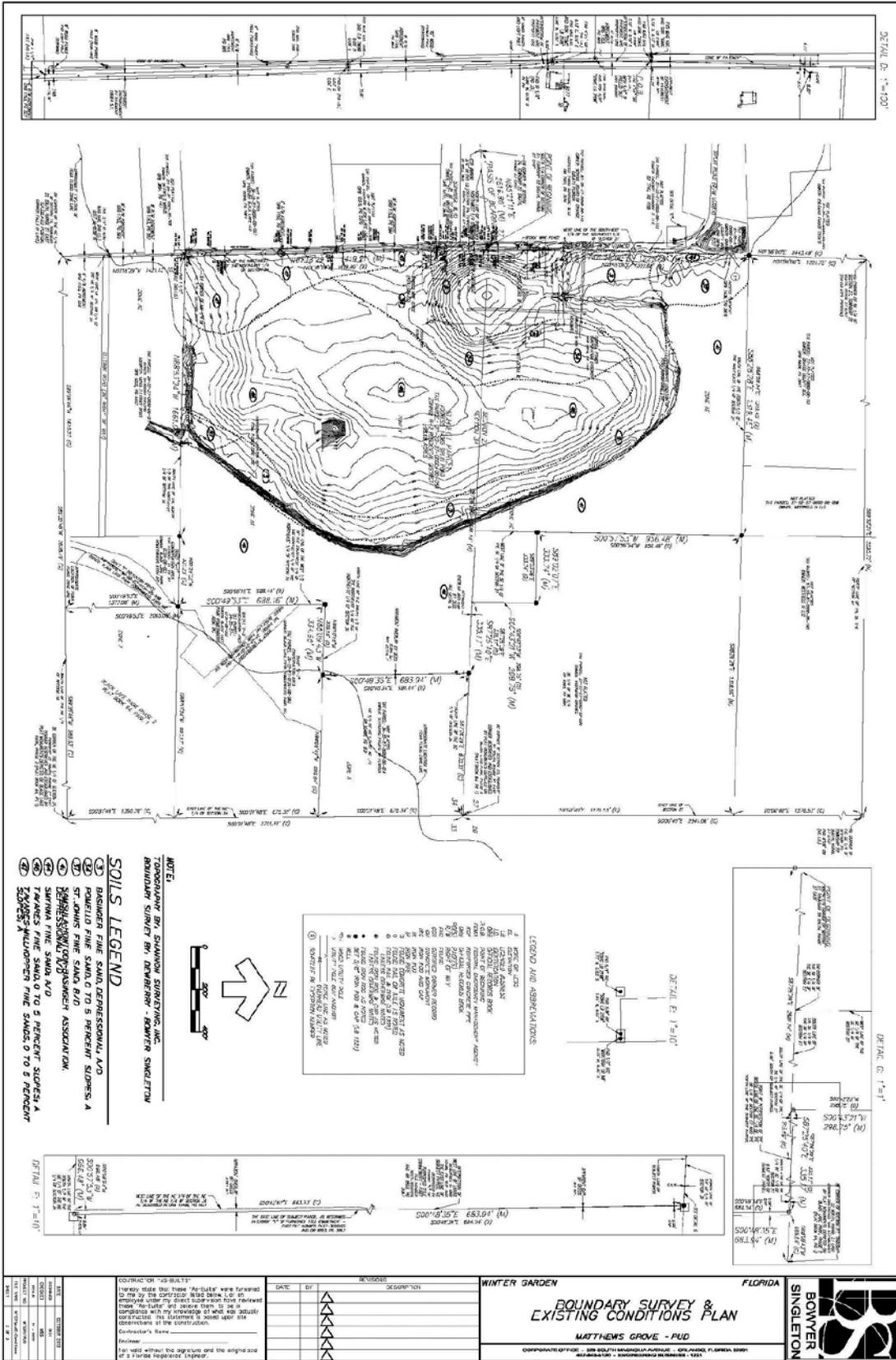
COVER PAGE

PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

MATHEWS GROVE

REVISED November 2013

(8 PAGES - ATTACHED)



| | | | |
|---|--|--|--|
| CONTRACTOR'S QUALITY CONTROL I hereby certify that the above described work was performed in accordance with the contract documents and that the work is complete and correct. | | CONTRACTOR'S SIGNATURE _____ Date: _____ | |
| SURVEYOR'S QUALITY CONTROL I hereby certify that the above described work was performed in accordance with the contract documents and that the work is complete and correct. | | SURVEYOR'S SIGNATURE _____ Date: _____ | |

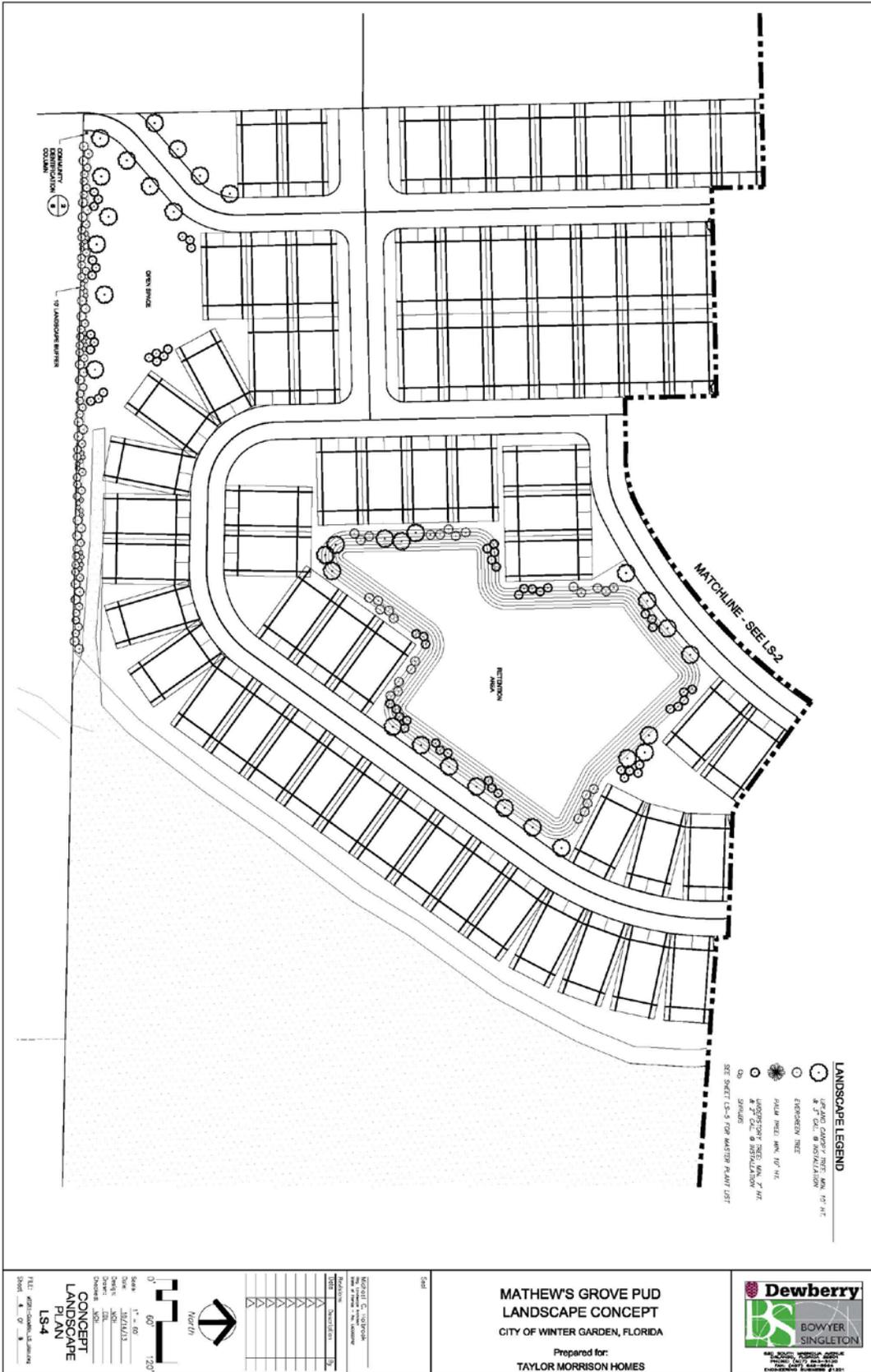


Exhibit "C"
Building Elevations





THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 17, 2014 **Meeting Date:** January 23, 2014

Subject: 1401 West Plant Street
Wayne and Robbie Traywick
Ordinance 14-07
Ordinance 14-08
Parcel ID # **22-22-27-0000-00-022**

Issue: The applicant is requesting Annexation and Future Lands Use designation on property located at 1401 West Plant Street

Discussion:
The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 4.54 ± acre enclave located on the north side of West Plant Street, east of Tildenville School Road and west of Branchwood Way. The applicant has requested Annexation into the City and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential. (See attached Staff Report).

Recommended Action:
Staff recommends approval of Ordinance 14-07 and Ordinance 14-08.

Attachment(s)/References:

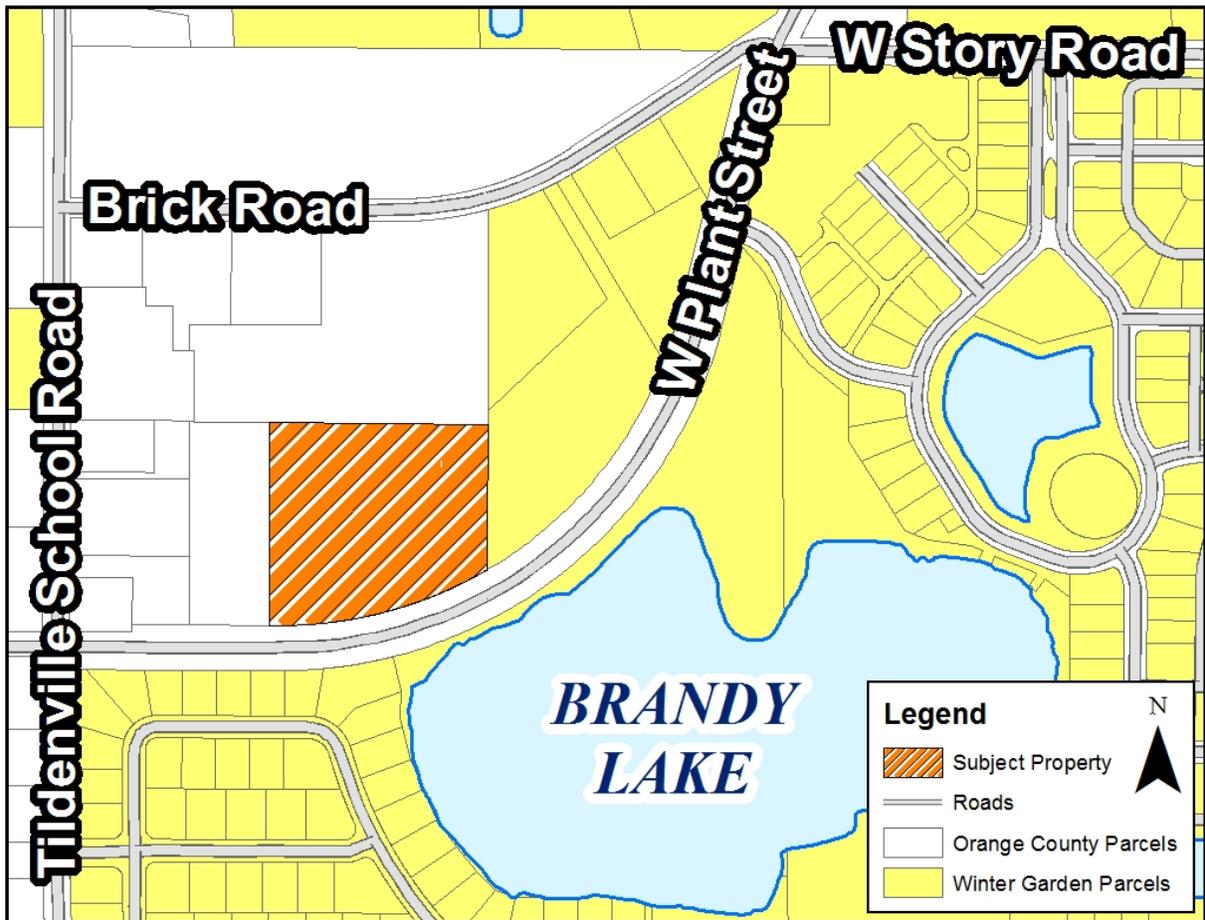
Location Map
Staff Report
Ordinance 14-07
Ordinance 14-08

LOCATION MAP

1401 WEST PLANT STREET

ANNEXATION-FLUM AMENDMENT

ORDINANCE 14-07 & ORDINANCE 14-08



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

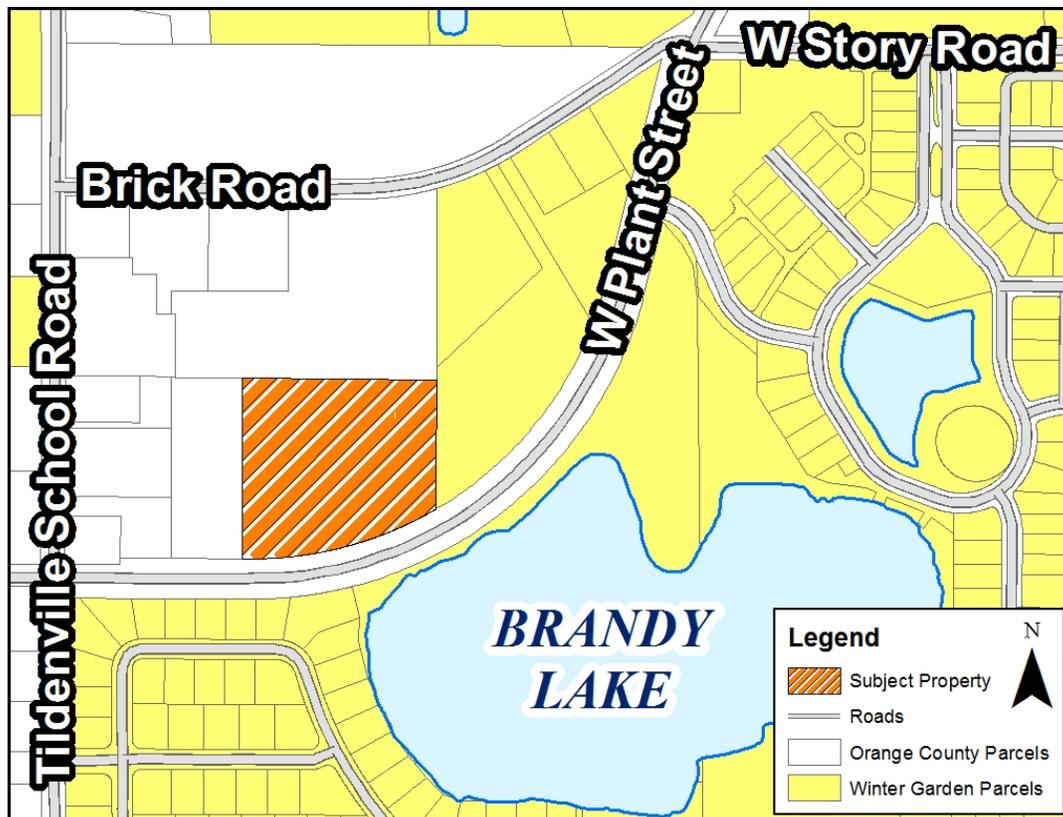
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: JANUARY 2, 2014
SUBJECT: ANNEXATION –FLU AMENDMENT
1401 WEST PLANT STREET (4.54 +/- ACRES)
PARCEL ID #: 22-22-27-0000-00-022
APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

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

The subject property is located at 1401 West Plant Street and is approximately 4.54 ± 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 Low Density Residential.

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 vacant, unimproved land with the Future Land Use Designation of Low Density Residential according to the Orange County Comprehensive Plan.

ADJACENT LAND USE AND ZONING

The property located to the north and west are also vacant, unimproved land located in Unincorporated Orange County. The properties to the south are located in the Brandy Creek Subdivision zoned R1-B in the City of Winter Garden. The property to the west vacant, unimproved land inundated by wetlands zoned R-1 within the City of Winter Garden.

PROPOSED USE

The owner is proposing to annex the property to develop a single family residential subdivision. At this time the applicant is analyzing the site to determine the appropriate zoning designation. A rezoning plan will be presented for consideration in the coming months.

PUBLIC FACILITY ANALYSIS

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

SUMMARY

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

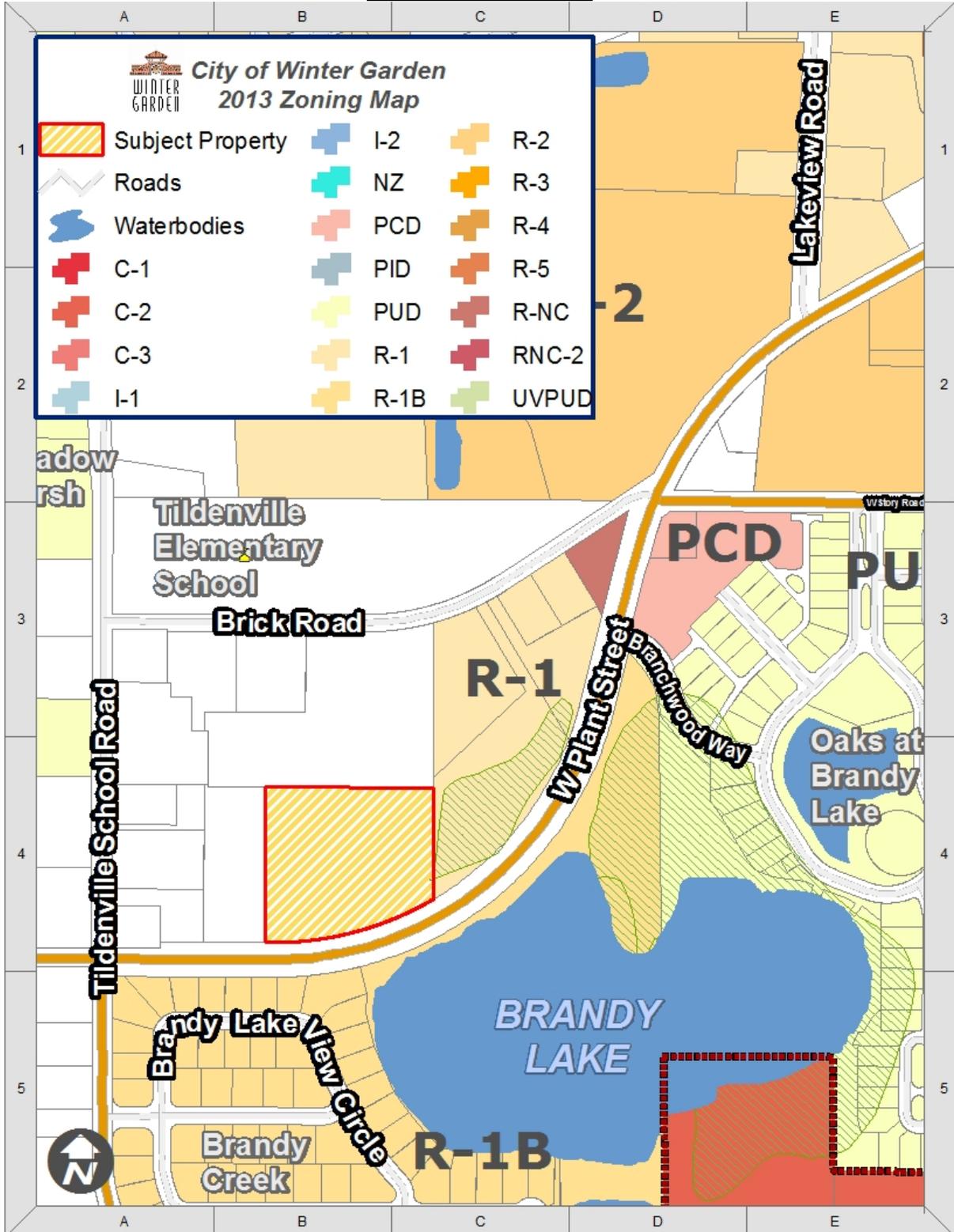
MAPS

AERIAL PHOTO

1401 West Plant Street



ZONING MAP
1401 West Plant Street



END OF STAFF REPORT

ORDINANCE 14-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 4.54 ± ACRES LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 4.54 ± acres located at 1401 West Plant Street on the north side of West Plant Street, east of Tildenville School Road and west of Branchwood Way 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: _____, 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

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN EAST 880 FEET, NORTH 495 FEET, WEST 860 FEET, SOUTH 495 FEET TO THE POINT OF BEGINNING, (LESS THE WEST 177 FEET AND LESS THE ROAD), ORANGE COUNTY, FLORIDA.

ORDINANCE 14-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 4.54 ± ACRES LOCATED AT 1401 WEST PLANT STREET ON THE NORTH SIDE OF WEST PLANT STREET, EAST OF TILDENVILLE SCHOOL ROAD AND WEST OF BRANCHWOOD WAY FROM ORANGE COUNTY 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 4.54 ± acres located at 1401 West Plant Street on the north side of West Plant Street, east of Tildenville School Road and west of Branchwood Way, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Low Density Residential; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 14-07, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state

land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 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

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN EAST 880 FEET, NORTH 495 FEET, WEST 860 FEET, SOUTH 495 FEET TO THE POINT OF BEGINNING, (LESS THE WEST 177 FEET AND LESS THE ROAD), ORANGE COUNTY, FLORIDA.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **January 17, 2014** **Meeting Date: January 23, 2014**

Subject: Mathews Grove
SunRidge Boulevard Fair Share Agreement

Recommended Action:

Approval of the SunRidge Boulevard Fair Share Agreement

Attachments/References:

SunRidge Boulevard Fair Share 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 Number: 27-22-27-0000-00-054

SUNRIDGE BOULEVARD FAIR SHARE AGREEMENT
(Mathews Grove)

THIS SUNRIDGE BOULEVARD FAIR SHARE AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 2014, by and between the CITY OF WINTER GARDEN, FLORIDA, a Florida municipal corporation (the “**City**”), and ALI OF SIPLIN, LLC, a Florida limited liability company (the “**Developer**”).

RECITALS:

- A.** Developer is the fee simple owner of that certain real property generally located on the east side of Siplin Road and north of Ellerbee Street in the City of Winter Garden, Orange County, Florida, being more particularly described on **Exhibit “A”** (the “**Subject Property**”); and
- B.** The Subject Property is designated Low Density Residential on the City's Future Land Use Map and is designated R-2 on the City's Zoning Map; and
- C.** Developer is requesting that the City approve a rezoning of the Subject Property to PUD (Planned Unit Development) for a residential subdivision to be known as Mathews Grove consisting of a total of not more than 155 residential single-family units and related amenities and infrastructure (the “**Project**”); and
- D.** The Subject Property lacks sufficient access to public rights-of-way for development consistent with the density requested by the proposed rezoning; and
- E.** Development of the Project remains subject to certain approvals by the City, including, but not limited to, rezoning, preliminary plat approval, final plat approval, construction plan approval, and issuance of building permits, certificates of occupancy and certificates of completion; and
- F.** The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to transportation improvements and proportionate fair-share payments and other matters as provided for herein.

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

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

2. City Approvals. In addition to the requirements and obligations of the Developer herein, the development of the Subject Property and Project shall be subject to conditions of development orders and approvals (as may have been imposed, and which are hereinafter imposed by the City Commission, the Planning and Zoning Board, and/or as part of City staff requirements), including but not limited to, any rezoning ordinance, City Code requirements, the preliminary plat, final plat and subdivision construction plans for the Project and Subject Property. Nothing in this Agreement approves the Project or obligates the City to approve the Project or issue any development orders or permits.

3. Four-Laning of Sunridge Boulevard. The City previously constructed and installed Sunridge Boulevard (f/k/a Sessions Road) and utility mains pursuant to that certain Sessions Road Tri-Party Road Construction Agreement, which was recorded on August 16, 2010 at Official Records Book 10090, Page 4202, Public Records of Orange County, Florida (herein the **“Road Construction Agreement”**). In accordance with the Road Construction Agreement, the two-lane Sunridge Boulevard is owned in fee simple by the City and it is not currently a public road available for development access to the Subject Property. In order to support the development of the Subject Property consistent with the densities requested by Developer for the Project, it is necessary for the Subject Property to have development access use of a widened and improved Sunridge Boulevard with four lanes. In accordance with the Road Construction Agreement, due to the limited capacity of the two-lane Sunridge Boulevard and Orange County Public School’s use of the Sunridge Boulevard for ingress and egress for a public elementary school and middle school, it is necessary to widen and improve Sunridge Boulevard from two lanes to four lanes as depicted on the attached **Exhibit “B”** (the **“Sunridge Road Improvements”**) to accommodate private developments’ (including the Subject Property’s) use of such road for access.

The City shall have complete and exclusive authority over the design, engineering, permitting, procurement and construction of the Sunridge Road Improvements, including the right to construct such improvements in phases, and the City makes no warranties or representations concerning the commencement and completion time for such improvements; provided, however, the Sunridge Road Improvements shall substantially conform to the attached **Exhibit “B”** except as otherwise modified by a separate developer's agreement between the parties addressing the harmonization of the Project’s access improvements with Sunridge Boulevard.

4. Sunridge Fair Share Payment. A study by the City was conducted to identify the proposed developments’ traffic impact on Sunridge Boulevard (the **“Road Study”**) based on the number of proposed dwelling units/lots and such study has determined that the Project and the adjacent developments will have a significant traffic impact on Sunridge Boulevard. A portion of

the costs of the design, engineering, permitting, installation, construction, provision and completion of the Sunridge Road Improvements shall be borne by the Developer and Subject Property consistent with the terms of this Agreement.

The Developer's share of the Sunridge Road Improvements cost is calculated based upon Developer's/Subject Property's proposed number of dwelling units/lots. According to the Road Study the development of the Subject Property causes a certain percentage of the impacts on Sunridge Road. City and Developer agree that Developer's fair share allocation is 44.7% of the total actual cost of the design, engineering, permitting, installation, construction, provision, testing, completion and inspection of the Sunridge Road Improvements (collectively the "**Sunridge Fair Share Payment**"). The estimated cost for the design, engineering, permitting, installation, construction, provision, testing, completion and inspection of the Sunridge Road Improvements is \$1,123,188.00 ("**Cost Estimate**"). Therefore, based on the Cost Estimate, the Sunridge Fair Share Payment is estimated to be Five Hundred Two Thousand Sixty-Five and 03/100 Dollars (\$502,065.03). The Developer acknowledges and agrees that the Sunridge Fair Share Payment is proportionate to the impacts of the development of the Project on the Subject Property on Sunridge Boulevard and that the Sunridge Road Improvements provide a direct benefit to the Project and the Subject Property. Notwithstanding the foregoing, however, provided that the Developer does not elect to increase the proposed number of dwelling units/lots, in no event shall the amount payable by Developer in connection with the Sunridge Road Improvements exceed the amount of the Sunridge Fair Share Payment.

The Developer shall pay the Sunridge Fair Share Payment to the City in accordance with the following schedule: one-third (1/3) of the Sunridge Fair Share Payment shall be due prior to the plat for the first phase of the Project being scheduled for City Commission consideration and approval and prior to its recording; one-third (1/3) of the Sunridge Fair Share Payment shall be due one year following the date of the recording of the plat for the first phase of the Project; and the final one-third (1/3) of the Sunridge Fair Share Payment shall be due two years following the date of the recording of the plat for the first phase of the Project. Provided, however, the Sunridge Fair Share Payment shall be paid in full no later than sixty (60) days following completion of the Sunridge Road Improvements by the City and Developer's receipt of an invoice from the City for the portion of the Sunridge Fair Share Payment not previously paid by Developer. The City shall maintain reasonable books and records regarding the costs associated with the Sunridge Road Improvements, and shall promptly furnish the Developer with copies of the same upon the request of Developer. If the actual cost of the Sunridge Road Improvements is not known at the time the Sunridge Fair Share Payment is due, the Sunridge Fair Share Payment shall be \$502,065.03. Thereafter, when the actual cost of the Sunridge Road Improvements becomes known after the completion of the Sunridge Road Improvements, if the actual costs of such improvements exceeds the Cost Estimate, the Developer shall be responsible for reimbursing the City for the difference between what the Sunridge Fair Share Payment should be based on actual Sunridge Road Improvement costs incurred versus the estimated amount Developer paid to the City (the "**Differential Amount**"); provided, however, the Developer's obligation to reimburse the City for such Differential Amount shall expire the later of five (5) years after the Effective Date of this Agreement or when the last certificate of occupancy for the Project dwelling units has been issued. Upon completion of the Sunridge Road Improvements, the City shall have the right, which right shall expire on the date that is the later of five (5) years

after the Effective Date of this Agreement or when the last certificate of occupancy for the Project dwelling units has been issued, to invoice Developer for the Differential Amount, and, if such invoice is provided by the City in a timely manner, the same shall be paid in full by Developer to the City on or before sixty (60) days after the date of said invoice.

Similarly, if the actual cost of the Sunridge Road Improvements is less than the Cost Estimate and the Developer paid the City the \$502,065.03 set forth in this Section 4, the City shall reimburse the Developer the difference between the estimated Sunridge Fair Share Payment amount Developer paid to the City and what the Sunridge Fair Share Payment should be based on actual Sunridge Road Improvements costs within sixty (60) days after final completion of Sunridge Road Improvements. The Developer's right to receive such reimbursement from the City shall expire the later of five (5) years after the Effective Date of this Agreement or when the last certificate of occupancy for the Project dwelling units has been issued.

In the event Developer fails to timely make the Sunridge Fair Share Payment and, if applicable, the Differential Amount in accordance with the schedule set forth above, Developer shall have no right to proceed with any portion of the Project and the City may withhold any and all approvals, permits and certificates of occupancy relating to the Project and/or place a stop work order on any construction activities related to the Project. Provided, however, that so long as the Developer timely makes the Sunridge Fair Share Payment and, if applicable, the Differential Amount in accordance with the schedule set forth above, the City shall not withhold any approval relating to the Project as a result of inadequate capacity on Sunridge Boulevard, irrespective of whether the City has commenced or completed the Sunridge Road Improvements.

In addition to any of the above stated remedies, in the event the Developer fails to timely pay the Sunridge Fair Share Payment or any portion thereof when due, the City may, upon the Developer's failure to cure the alleged default within thirty (30) days of receipt of notice from the City of such alleged default, accelerate to present all remaining amounts to be paid by Developer under this Agreement and record a Notice of Lien against the Subject Property, excluding any lot that has been conveyed to a third party homebuyer subsequent to a certificate of occupancy issued for a dwelling unit on such lot, in the amount owed to the City. A copy of such Notice of Lien shall also be delivered to Developer in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property, excluding any lot that has been conveyed to a third party homebuyer subsequent to a certificate of occupancy issued for a dwelling unit on such lot, 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 Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Developer may obtain a release from the Notice of 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, collecting and foreclosing upon the lien and amounts owed. Without regard to anything herein to the contrary, the

Developer shall have the right to transfer any liens off any portion of the Subject Property to other security as provided by law.

5. Access Easement. In accordance with the Road Construction Agreement, the two-lane Sunridge Boulevard is owned in fee simple by the City and it is not currently a public road available for development access to the Subject Property. In the event the City does not declare or make Sunridge Boulevard a public road before Developer makes the first installment of the Sunridge Fair Share Payment, then, upon Developer's payment of the first installment of the Sunridge Fair Share Payment, the City will grant the Developer and the Subject Property a non-exclusive temporary easement for access over and upon the sidewalks and paved portions of Sunridge Boulevard, and all unpaved portions of Sunridge Boulevard to the extent reasonably necessary to connect to the sidewalks and paved portions of such road, for pedestrian and vehicular ingress and egress to and from the Subject Property and the Avalon Road right-of-way (a/k/a County Road 545), and in such event the easement will automatically terminate upon the City declaring Sunridge Boulevard a public road. Such temporary access easement shall be in a commercially reasonable form deemed acceptable to the City Attorney and to the Developer, be subject to City's operation, traffic enforcement, maintenance of traffic, control, rules and regulations, provide for Developer's repair of any damage to any property, facilities or improvements of City's or utility service providers located within the easement area or adjacent thereto, damaged by Developer and/or Developer's employees, contractors, builders, agents and invitees during the exercise of Developer's rights and privileges under such easement, and such easement shall also allow for development and construction access to and from the Subject Property (including the Project) and the Avalon Road right-of-way (a/k/a County Road 545).

6. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Agreement, any right, remedy, or claim with respect to this Agreement.

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

8. 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.

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

City: Mike Bollhoefer, City Manager
City of Winter Garden
300 West Plant Street

Winter Garden, Florida 34787

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

Developer: ALI OF SIPLIN, LLC
7575 Dr. Phillips Blvd., Suite 265
Orlando, FL 32819
Attn: Dwight Saathoff

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.

10. Attorney's Fees. In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own attorney's fees and litigation costs. Notwithstanding the foregoing, in the event the City brings any lawsuit against the Developer, or its successors and assigns for failure to pay any sum owed to the City arising out of or from this Agreement, the prevailing party shall recover reasonable attorney's fees and litigation costs from the non-prevailing party.

11. Subordination. On or before the Effective Date, Developer shall cause all lien holders, including mortgagees, in the Subject Property to execute subordination instruments in recordable format that subordinate their interests in such property to this Agreement and any liens arising out of or concerning this Agreement and deliver said instruments to the City for recording in the public records. The subordination instruments shall be in a form reasonably acceptable to the City and such applicable third parties. On or before the Effective Date, Developer shall provide the City with a Florida Bar licensed attorney's opinion or title opinion identifying fee simple owners and all mortgage and lien holders of the Subject Property.

12. 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 has 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.

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

14. Miscellaneous.

a. *Applicable Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Exclusive venue and jurisdiction for any lawsuit arising out of this Agreement shall be in the county court or circuit court in and for Orange County, Florida.

b. *Exhibits.* The exhibits hereto are part of this Agreement and are incorporated herein fully by this reference.

c. *Amendments.* This Agreement cannot be changed, modified, waived, or terminated except by written instrument signed by all the parties hereto, except as otherwise specified herein.

d. *Binding Effect/Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns, and all subsidiaries and affiliates of the parties hereto. This Agreement shall run with the land and be binding upon the Subject Property and Developer's successors and assigns in interest in said lands.

e. *Development Approvals.* 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, construction plan approval, site plan approval, building permit, concurrency certificate, grading permit, stormwater drainage permit, access permit, or any other land use or development approval. Furthermore, Developer represents and warrants to City that Developer is the sole owner of the Subject Property, in fee simple, free and clear of any encumbrances, including but not limited to mortgages, liens or easements or, in the event an encumbrance exists, Developer, at Developer's sole cost shall obtain the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Subject Property. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest when requested by the City.

f. *No Impact Fee Credits.* Neither Developer nor Developer's successors and assigns nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the payment of the Sunridge Fair Share Payment.

g. *Effective Date.* The Effective Date of this Agreement shall be the date on which the last party has executed this Agreement.

h. *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.

i. *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.

j. *Counterparts.* This Agreement may be executed in any number of counterpart signature pages, each of which, when attached hereto, shall constitute an originally executed instrument.

15. Recording. This Agreement shall be recorded in the Official Records of Orange County, Florida by the City, at Developer's expense.

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

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality and Developer on this ____ day of _____, 2014.

“CITY”

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

By: _____
KATHY GOLDEN, CITY CLERK

By: _____
JOHN REES, MAYOR

“DEVELOPER”

ALI OF SIPLIN, LLC, a Florida limited liability company

Taylor Smith
Print Name: Taylor Smith
Witness

By: Dwight Saathoff

Susan J Gordon
Print Name: SUSAN J GORDON
Witness

As Its: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was signed and acknowledged before me this JANUARY 13, 2014, by DWIGHT SAATHOFF, as the MANAGING MEMBER of ALI OF SIPLIN, LLC, a Florida limited liability company, on behalf of said company. He/She (check one) is personally known to me, or has produced a valid driver’s license or _____ as identification.



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

Exhibit "A"

(Description of Subject Property)

A PORTION OF SECTIONS 27 AND 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 NORTH 01°55'01" EAST, A DISTANCE OF 1,221.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG SAID NORTH LINE SOUTH 88°28'34" EAST, A DISTANCE OF 1,319.45 FEET; THENCE SOUTH 00°56'54" WEST, A DISTANCE OF 956.48 FEET; THENCE SOUTH 89°03'06" EAST, A DISTANCE OF 333.74 FEET; THENCE SOUTH 00°42'22" WEST, A DISTANCE OF 298.75 FEET; THENCE SOUTH 87°26'39" EAST, A DISTANCE OF 335.17 FEET; THENCE SOUTH 00°49'34" EAST, A DISTANCE OF 684.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE ALONG SAID NORTH LINE NORTH 88°10'15" WEST, A DISTANCE OF 333.15 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE ALONG SAID EAST LINE SOUTH 00°58'19" EAST, A DISTANCE OF 688.44 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 34 THE FOLLOWING TWO COURSES: NORTH 88°54'32" WEST, A DISTANCE OF 331.23 FEET; THENCE NORTH 88°52'04" WEST, A DISTANCE OF 1,333.92 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE ALONG SAID WEST LINE NORTH 01°18'59" WEST A DISTANCE OF 1,419.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

EXHIBIT "B" - SUNRIDGE ROAD IMPROVEMENTS

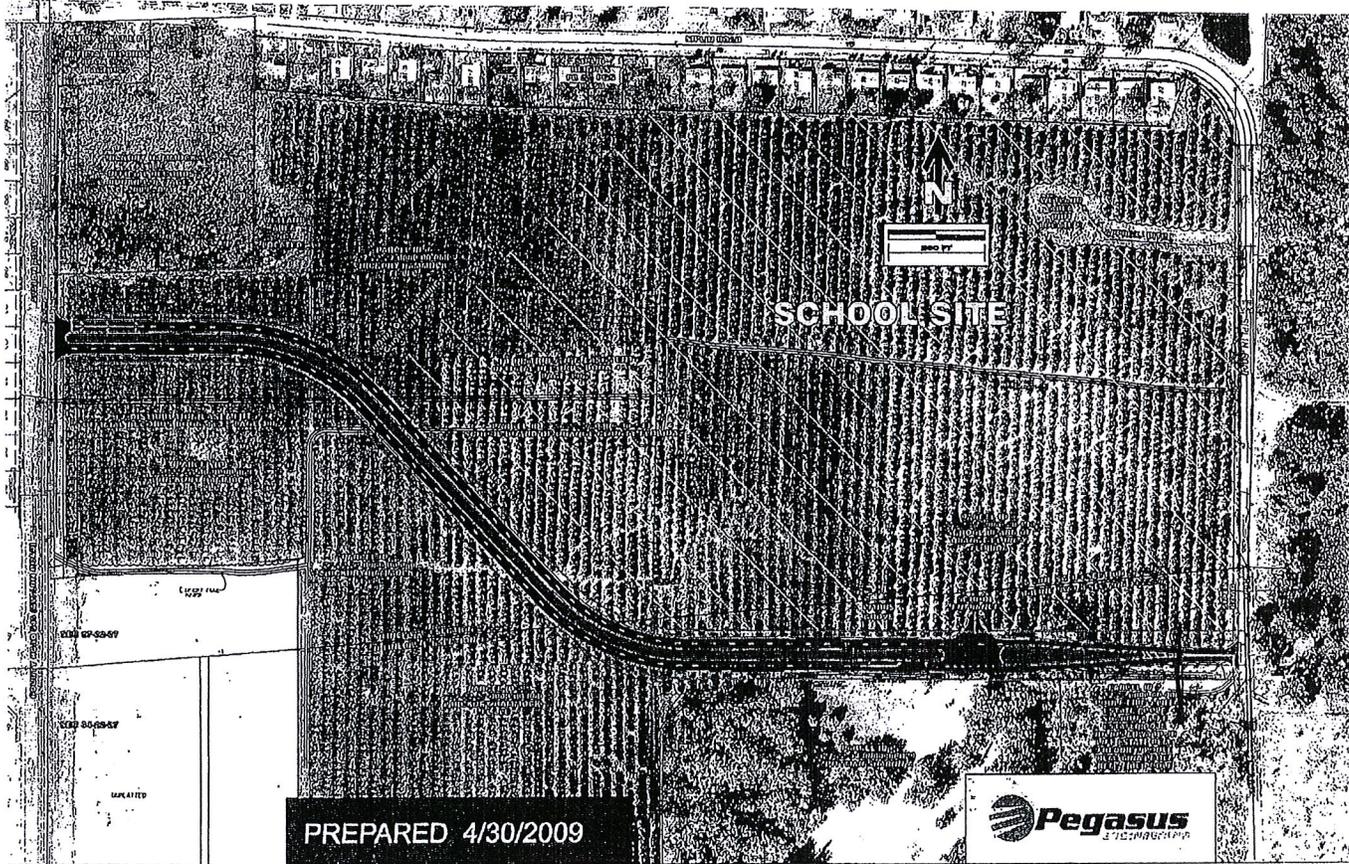


EXHIBIT "B" - SUNRIDGE ROAD IMPROVEMENTS

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Senior Planner

Via: City Manager Mike Bollhoefer

Date: JANUARY 17, 2014 **Meeting Date:** JANUARY 23, 2014

Subject: Building Inspections and Plan Review Services

Issue: The Building Department is requesting approval from the City Commission to contract with PCDS, LLC for Building Inspections and Plans Review Continuing Services.

Discussion:

The City is currently experiencing a surge in construction activity. The Building Department is advertising for inspectors, but would like to hire a private provider as a temporary solution to assist on the days when the amount of inspections requested cannot be met by current staff. The fees encountered by this service will be paid through the existing building budget/fund. The City of Winter Springs has a continuing Service Agreement with PCDS, LLC to provide this service and staff would like to piggy back this contract to provide the services to Winter Garden.

Recommended Action:

Staff recommends approval of using the Winter Springs contract for Building Inspections and Plan Review.

Attachment(s)/References:

City of Winter Springs Service Agreement
City of Winter Springs City Commission Minutes approving contract
Certificate of Liability Insurance
Proposal for services

CONTINUING SERVICES AGREEMENT FOR BUILDING INSPECTIONS AND PLANS REVIEW

THIS AGREEMENT FOR BUILDING INSPECTIONS AND PLANS REVIEW SERVICES ("Agreement") is made and entered into by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation ("City"), located at 1126 East State Road 434, Winter Springs, Florida 32708, and **PDCS, LLC.**, a Florida Corporation, hereinafter referred to as ("Service Provider"), located at: **3361 Rouse Road, Suite 210, Orlando, FL 32817.**

WITNESSETH:

WHEREAS, City wishes to obtain Continuing Building Inspections and Plans Review Services (RFP 003/03/MS) for a limited time period; and

WHEREAS, Service Provider participated in the selection and negotiation process; and

WHEREAS, Service Provider is willing to provide such Continuing Building Inspections and Plans Review Services (RFP 003/03/MS), on an as requested basis, for the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 GENERAL PROVISIONS

1.1 Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference.

1.2 Engagement. The City hereby engages Service Provider and Service Provider agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.3 Due Diligence. Service Provider acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. Service Provider warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. Service Provider will perform its Services with due and reasonable diligence consistent with sound professional practices.

2.0 TERM AND DEFINITIONS.

2.1 The term of this Agreement shall be for twelve (12) months, commencing on **September 15, 2013** and terminating at midnight on **September 14, 2014**, unless either party chooses to exercise its rights under Section 20 "Termination". The parties shall have the option to extend the term of this Agreement for **five (5) one-year** periods. Any such extension shall be by mutual written agreement of all parties and shall be executed no less **than ninety (90) days** prior to the expiration of this Agreement's current term.

The City Manager or the City Manager's designee (hereinafter "City Manager") shall review the performance of the Service Provider annually at least ninety (90) days prior to the Agreement's anniversary date. The City Manager shall recommend a one (1) year extension or termination. Should the Service Provider and City agree to extend the Agreement, the Service Provider may, if agreed upon

in writing by the City, be entitled to an increase in rates in an amount not to exceed one half (1/2) the change in the Consumer Price Index (CPI) for the most recently available twelve (12) month period for All Urban Consumers (CPI-U) for All Items, U.S. City average, published by the Bureau of Labor Statistics of the U.S. Department of Labor for 1982-84, or the successor index to same. Said increase shall become effective beginning with the invoice for work performed after the start of the new Agreement period.

2.2 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide services approved by the City.
- b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
- c. "Service Provider" shall mean **PDCS, LLC.**, a Florida Corporation, and its principals, officers, employees, and agents.
- d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.
- e. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in this Agreement. All work under this Agreement shall be requested by the City on an 'as-needed' basis. No work shall be performed under this Agreement unless requested by the City in advance.

3.0 SCOPE OF SERVICES

Service Provider shall do, perform, deliver and carry out, in a professional manner, on an as requested basis, the type of services as set forth in the Scope of Services under **Exhibit 1 - "Scope of Services"** and fully incorporated herein by this reference, including but not limited to the furnishing of all labor, equipment, tools, materials, and incidentals.

4.0 AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Agreement must be mutually agreed to by both the City and the Service Provider, and may be implemented only after this Agreement has been amended in writing.

The City reserves the right to make changes in the work, including alterations, reductions therein, or additions thereto. Upon receipt by the Service Provider of the City's notification of a contemplated change, the Service Provider shall (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Service Provider's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs, in writing, the Service Provider shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue an Amendment to this Agreement or Change Order

and the Service Provider shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

5.0 SCHEDULE

5.1 Service Provider shall perform services in conformance with the schedule reasonably established by the City. Service Provider shall complete all of said services in a timely manner and will keep City apprised of the status of work on a daily basis or as otherwise reasonably requested by the City. Should Service Provider fall behind on the established schedule, it shall employ such resources so as to comply with the schedule at no additional cost to the City.

No extension for completion of services shall be granted to Service Provider without City's prior written consent.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SERVICE PROVIDER

6.1 Compensation. For the Services provided pursuant to the Agreement, the City agrees to pay Service Provider for services as requested, on an hourly basis, as detailed in **Exhibit 2 – "VENDOR RATE/FEE SCHEDULE"**. If this Agreement is extended, the hourly rate paid to Service Provider shall not exceed the above mentioned number as set forth in paragraph 2.1 of this Agreement.

6.2 Additional Services. From time to time during the term of this Agreement, City may request that Service Provider perform additional Services not required under the Scope of Services. For those additional services agreed upon by the City and Service Provider in writing, City agrees to pay Service Provider a total amount equal to that mutually agreed upon by the parties in writing.

6.3 Payment. Upon receipt of a proper invoice from Service Provider, the City agrees to pay the Service Provider the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Service Provider and its principals, employees, and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt and acceptance of a proper invoice delivered by Service Provider. The Service Provider may only bill the City for actual work performed.

6.4 Truth-In-Negotiation Certificate. Signature of this Agreement by the Service Provider shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

7.0 RIGHT TO INSPECTION

7.1 City or its affiliates shall at all times have the right to review or observe the services performed by Service Provider.

7.2 No inspection, review, or observation shall relieve Service Provider of its responsibility under this Agreement.

8.0 AUDIT AND INSPECTIONS

The Service Provider shall maintain records on the City's projects, in accordance with generally accepted accounting principals and practices to substantiate all invoiced amounts. Said records will be available to the City during the Service Provider's normal business hours for a period of two (2) years after the Service Provider's final invoice for examination to the extent required to verify

the direct costs (excluding established or standard allowances and taxes) incurred herein. Should such an audit by the City reveal monies owed to the City, the Service Provider shall reimburse the City for the cost of the audit and pay the principal overcharge amount owed the City plus interest accrued at the prime interest rate in effect on the date of discovery. Said interest rate shall apply to the principal overcharge amount revealed in the audit for the period from the original payment due date(s) to the payment by the Service Provider of all monies owed.

9.0 PROFESSIONALISM AND STANDARD OF CARE

Service Provider shall do, perform and carry out in a professional manner all Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

10.0 SUBMITTAL OF PROGRESS REPORTS

Service Provider shall submit a monthly written progress report as to the status of all Work set forth in this Agreement. The report shall in a sufficient manner demonstrate that any funds expended were used to provide the agreed-upon Services. If the detail is not sufficient in the City's reasonable discretion to permit the City to determine the Work performed or the manner in which it is being performed, the City may seek more detail from the Service Provider. Service Provider agrees to provide that information within a reasonable time period.

11.0 WARRANTY OF PROFESSIONAL SERVICES

The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Services) have sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Work, the Service Provider shall supervise and direct the Work, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

12.0 CORPORATE REPRESENTATIONS BY SERVICE PROVIDER

Service Provider hereby represents and warrants to the City the following:

- a. Service Provider is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
- b. The undersigned signatory for Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
- c. Service Provider is duly licensed under all local, state and federal laws to provide the Scope of Services stated in paragraph 3.0 herein. In support of

said representation, Service Provider agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

13.0 WORK IS A PRIVATE UNDERTAKING

With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

14.0 PROGRESS MEETING

City may hold periodic progress meetings on a weekly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Service Provider's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City.

15.0 SAFETY

Precautions shall be exercised at all times for the protection of all persons (including the City's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. Service Provider shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, Service Providers, and agents while performing Services provided hereunder.

16.0 INSURANCE

Service Provider shall maintain in full force and effect during the life of the Agreement, Worker's Compensation insurance covering all employees in performance of work under the Agreement. Service Provider shall make this same requirement of any of its sub-contractors. Service Provider shall indemnify and save the City harmless for any damage resulting to them for failure of either Service Provider or any sub-contractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the Service Provider agrees to maintain during the term of this Agreement:

| <u>COVERAGE</u> | <u>MINIMUM LIMITS</u> |
|--|-------------------------------|
| General and Auto Liability | \$500,000 per person/incident |
| Professional Liability (if applicable) | \$1,000,000 incident |
| Worker's Compensation | \$1,000,000 |
| | Statutory |

Neither Service Provider nor any sub-contractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Service Provider's insurance policies should be endorsed to add the City of Winter Springs as an Additional Insured. The Service

Provider shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

16.1 INSURANCE AND HOLD HARMLESS INDEMNIFICATION

Hold Harmless Agreement - To the fullest extent permitted by laws and regulations Service Provider shall indemnify and hold harmless CITY and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Service Provider, any Sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. In any and all claims against CITY or any of their consultants, agents or employees by any employee of Service Provider, any Sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider or any such Sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Service Provider's Liability Insurance - The Service Provider shall not commence any work under this Contract until he has obtained all insurance required under this paragraph. Service Provider shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from Service Provider's performance and furnishing of the Work and Service Provider's other obligations under the Contract Documents, whether it is to be performed or furnished by Service Provider, by any Sub-contractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required by this paragraph shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Service Provider's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Service Provider may be correcting, removing or replacing defective work in accordance with the Contract Documents. Service Provider's General Liability Insurance shall include the CITY, and CITY's consultants as insured or additional insured which may be accomplished by either an endorsement of Service Provider's Comprehensive General Liability policy or by Service Provider's carrier issuing a separate protection liability policy.

17.0 COMPLIANCE WITH LAWS AND REGULATIONS

In the performance of work and services under this Agreement, Service Provider agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted

during the term of this Agreement that are applicable to Service Provider, its employees, agents or sub-contractor, if any, with respect to the work and services described herein.

18.0 PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, Service Provider agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Service Provider agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Service Provider also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Service Provider shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Service Provider shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Service Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Service Provider does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Service Provider fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Service Provider's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Service Provider's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

19.0 ASSIGNMENT

19.1 Service Provider shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

19.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Service Provider, Service Provider shall be fully responsible to City for all acts and/or omissions performed by the sub-contractor as if no subcontract had been made.

19.3 If City determines that any sub-contractor is not performing in accordance with this Agreement, City shall so notify Service Provider who shall take immediate steps to remedy the situation.

19.4 If any part of this Agreement is subcontracted by Service Provider, prior to the commencement of any Work by the sub-contractor, Service Provider shall require the sub-contractor to provide City and its affiliates with insurance coverage as set forth by the City.

20.0 TERMINATION

This Agreement may be terminated by either party, with or without cause, and without penalty to the terminating party, upon thirty (30) days prior written notice to the non-terminating party. Unless the Service Provider is in breach of this Agreement, the Service Provider shall be paid for services

rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Service Provider shall:

- A. Stop work on the date and to the extent specified by the City.
- B. Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.

21.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Service Providers labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

22.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Seminole County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida in Orlando, Florida.

23.0 HEADINGS

23.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

24.1 In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the City, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

25.0 INTEGRATION; MODIFICATION

25.1 The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

26.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

27.0 PROHIBITION AGAINST CONTINGENT FEES

AGREEMENT FOR BUILDING INSPECTIONS AND PLANS REVIEW SERVICES (RFP 003/03/MS)

Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28.0 NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

29.0 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

City and Service Provider each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICES

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Service Provider:

**PDCS, LLC.
3361 Rouse Road, Suite 210
Orlando, FL 32817
Phone: (407) 277-9795**

For City:

**City of Winter Springs
Community Development Department, Building Division
1126 East State Road 434
Winter Springs, FL 32708
Phone: (407) 327-1800**

Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

34.0 INDEMNIFICATION

34.1 For all Services performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its commissioners, employees, officers, and city attorneys (individually and in their official capacity) from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

- a. any default under this Agreement by Service Provider;
- b. any negligent act, omission or operation of work related to all Services performed under this Agreement by Service Provider, and its employees, principals, agents, independent Service Providers, and consultants.
- c. the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its employees, partners, Service Providers, and agents on the performance of the Services being performed under this Agreement;
- d. Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement;
- e. any fraud and misrepresentation conducted by Service Provider and its employees, partners, Service Providers, and agents on the City under this Agreement.

34.2 The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its commissioners, employees, officers, and City Attorney which may result from any negligent act, omission or operation of work related to the Services under this Agreement whether the Services be performed by the Service Provider, or anyone directly or indirectly employed by them. In all events the City and its commissioners, employees, officers, and City Attorney shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.0 ORDER OF PRECEDENCE

35.1 In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Service Provider, the inconsistency shall be resolved by giving precedence in the following order:

- a. Addenda to this Agreement subsequent to the Effective date of this Agreement;
- b. This Agreement;
- c. Exhibits to this Agreement; and
- d. The Project Manual.

35.2 Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

36.0 AGREEMENT INTERPRETATION

36.1 At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Service Provider hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City to the extent permitted by applicable law.

36.2 When the material, article, or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Service Provider will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the City. A substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Service Provider must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Service Provider uses the substitute.

37.0 NONDISCRIMINATION

The Service Provider warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

38. ARREARS

The Service Provider shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Service Provider further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Agreement.

39. WARRANTY

The Service Provider warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

40. INDEPENDENT SERVICE PROVIDER

The Service Provider agrees that it is an independent Service Provider with respect to the services provided pursuant to this Agreement, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Service Provider's sole discretion, supervision, and control. The Service Provider shall exercise control over the means and manner in which it and its employees perform the work; the City's

interest is in the results obtained. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

41. NONWAIVER

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

42. EXCLUSIVITY

This is not an exclusive Agreement. The City may, at its sole discretion, contract with other entities for the same or similar work being performed by the Service Provider hereunder. Notwithstanding, the City agrees that it shall offer work to Service Provider prior any other service provider under contract with the City to provide the same work. Upon a finding by the City, at its sole discretion, that Service Provider is unavailable or unable to perform the requested work, the City may provide work to the other service providers.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SERVICE PROVIDER:

Michael S. Kraftsow, Michael S. Kraftsow
Name (Printed and Signed)
Managing Partner
Title
Aug. 29, 2013
Date

CITY:

CITY OF WINTER SPRINGS, FLORIDA
A Florida municipal corporation

[Signature]
KEVIN L. SMITH
City Manager
9/11/13
Date

ATTEST

[Signature]
ANDREA LORENZO-LUACES, City Clerk

I. Scope of Services

The base scope of services includes but is not limited to the following:

Licensing, Work and Equipment

- Service Provider shall provide copies of each license granted to him/her by the State of Florida and will perform both plans review and inspections services, as required, related to the authority granted within such licenses.
- Service Provider shall keep current all licenses necessary to provide the services required of this proposal. Licenses shall be issued by the Florida Department of Business and Professional Regulation (DBPR) and shall include, but not be limited to, licensing in *plans review and inspections* for the following disciplines: *building, electrical, plumbing and mechanical*.
- Service Provider shall plan to be available to provide services between the hours of **6:00am and 6:00pm, Monday through Friday**, as required by the City, and excluding City recognized holidays and scheduled career development days. Service Provider agrees that the number of hours provided hereunder shall be determined by the Building Official or his/her designee for the City of Winter Springs, based on the inspections and plans review workload at any given time.
- Service Provider shall be available to provide inspections and/or plans review services under this proposal with a minimum of *4 hours* notice from the City. Notice can be delivered via telephone, fax, email or text message to the Service Provider.
- City agrees to pay Service Provider a minimum of 4 hours per request for service.
- Service Provider shall provide all tools and equipment which are required to perform inspections and/or plans review services under this proposal. Equipment shall include but not be limited to: *reliable transportation, fuel, cell phone(s), electronics, code books (most recent edition), ladder(s), supplies, and all required clothing and safety equipment*.
- Service Provider shall report directly to the City's Building Official or his/her designee for purposes of performing inspections and plans review services under this proposal.

Inspections, Fees and Reports

- Service Provider shall propose the hourly cost to provide the following types of services for work during *normal business hours* and for work *after hours* as follows:
 - a) **Florida Licensed Commercial Inspector** (holding valid licenses in building, electrical, plumbing and mechanical).
 - b) **Florida Licensed Residential Inspector** – minimum of 1&2 family dwellings (holding valid licenses in building, electrical, plumbing and mechanical).
 - c) **Florida Licensed Plans Examiner (PX)** - (holding valid licenses in building, electrical, plumbing and mechanical).
- Service Provider shall perform in a professional manner all services required by this proposal.
- Service Provider shall submit written and/or electronic records and a progress report on a daily basis, as required by the City's Building Official or his/her designee, and as required by Ch. 1 of the Florida Building Code, to demonstrate in a sufficient manner what services were specifically performed and the results inspections that day.

- All inspections shall be performed in a professional, workmanlike and timely manner as determined by the City's Building Official or his/her designee.
- The City does not make a habit of 'rolling' inspections; however, if an inspection needs to be re-scheduled the City's Building Official or his/her designee must approve this action.

Terms and Conditions

- The contract may be canceled in whole or part by the City or the Service Provider, upon giving at least (30) days written notice prior to cancellation; EXCEPT that non-performance on the part of the Service Provider will be grounds for immediate termination. Unless otherwise provided in said notice, all work being performed by Service Provider at the time of receipt of the notice shall immediately cease and no further work shall be provided by Service Provider under the agreement.
- City reserves the right to require a change in personnel at the sole discretion of the Building Official, with or without cause, and at no additional cost or obligation. Service Provider shall honor the City's request to change personnel within 48 hours or the contract may be terminated by the City with 7 days written notice to Service Provider.
- Upon receipt of a proper invoice from Service Provider, the City agrees to pay the Service Provider the invoice amount providing said amount accurately reflects the terms and conditions of the Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Service Provider. The Service Provider may only bill the City for actual work performed.
- The City reserves the right to require a background check and/or drug testing on all personnel, including principals and owners, who are provided to do work under the scope of this proposal. If the City is not satisfied with the results of any background check, the City shall have, at its sole discretion, the exclusive right to require Service Provide to provide an alternate without additional cost or obligation.

Additional Services

Additional work above and beyond stated scope of services may, from time to time, be requested by the City. All such additional work must be authorized by the City in writing. For all additional work, vendor is requested to provide a proposal which shall include a breakdown of the hourly rate which will be applicable, in determining the cost of these services, by major category and discipline of the employee; for these additional services, billing will be broken down into time per category by major task. Prior to accepting an assignment for additional work, you will be requested to provide a proposed fee for the task on a "not to exceed" basis prior to receiving authority to proceed.



Rate Proposal

PDCS, LLC is pleased to present a fee proposal to provide Building Plan Review and Inspection Services for the City of Winter Springs. The rate proposal is based on normal business hours from 6:00am to 6:00pm, Monday through Friday excluding city recognized holidays and scheduled career development days and the city's agreement to pay a minimum of 4 hours per service request.

The following are included within our hourly fee:

- Inspector or Plans Examiner's time on site to perform inspection or conduct plan reviews.
- Inspector or Plans Examiner's vehicle and fuel usage.
- Inspector or Plans Examiner's phone communications device and all applicable service charges.
- Inspector or Plans Examiner's miscellaneous equipment such as measuring devices, ladders, flashlight, etc.
- Inspector or Plans Examiner's Fees for continuing education to maintain all licenses and certifications.
- Inspector or Plans Examiner's required insurance coverage, benefits and personnel expenses.



Option A: Hourly Fees

VENDOR RATE/FEE SCHEDULE

Please include a breakdown of the dollar amount of and the basis for your fees as appropriate based on the following categories (generally defined in Scope of Services): HOURLY

| | | |
|---|----------------|---------|
| Florida Licensed Commercial Inspector | (Normal Hours) | \$65.00 |
| Florida Licensed Commercial Inspector | (After Hours) | \$75.00 |
| Florida Licensed Residential Inspector | (Normal Hours) | \$65.00 |
| Florida Licensed Residential Inspector | (After Hours) | \$75.00 |
| Florida Licensed Plans Examiner (PX) | (Normal Hours) | \$65.00 |
| Florida Licensed Plans Examiner (PX) | (After Hours) | \$75.00 |

Fee/Rate Schedule for any proposed additional services (above and beyond that stated in the base scope of services) that may be requested:

| Category/Discipline of Employee | Hourly Rate |
|--|---------------------------------|
| <i>Building Code Administration</i> | <i>\$85.00 (4 hour minimum)</i> |
| <i>Permit Technician</i> | <i>\$40.00 (4 hour minimum)</i> |
| <i>Damage Assessment</i> | <i>\$75.00 (4 hour minimum)</i> |
| | |
| | |

For all additional work, vendor is requested to provide a proposal which shall include a breakdown of the hourly rate which will be applicable, in determining the cost of these services, by major category and discipline of employee; for these additional services, billing will be broken down into time per category by major task. These fees will be fixed for the initial period of two years, and negotiated thereafter. Prior to accepting an assignment for additional work, you will be requested to provide a proposed fee for the task on a "not to exceed" basis prior to receiving authority to proceed.

This Form Must Be Completed and Returned With Your Submittal.



Required Submittals

DISPUTES DISCLOSURE FORM

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? No

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? No

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

No If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that the statements contained herein are true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the City that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the City of Winter Springs.

Firm: PDCS, LLC

Name / Title: Michael Kraftsow, Managing Partner

Authorized Signature / Date: Michael S. Kraftsow 5/14/2013

This Form Must Be Completed and Returned with your Submittal



INSURANCE REQUIREMENTS FORM

1. The vendor shall be **required** to provide to the Building Official, **prior** to signing a contract for or **commencing** any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Compliance of said certificate must be acknowledged by the Building Official prior to start of work. Any work initiated without completion of this requirement shall be unauthorized and the City of Winter Springs will not be responsible.
2. The City of Winter Springs reserves the right to require coverage and limits as considered to be in its best interests. Insurance requirements shall be on a case by case basis determined by the project, conditions and exposure.
3. Except for Professional Liability and Workers Compensation Policies, when required, **all policies are to be endorsed to include the City of Winter Springs as Additional Insured. In the cancellation clause the number "30" shall be inserted** into the blank space provided prior to the words "days prior notice...". All vendor policies are to be considered primary to City coverage and shall not contain co-insurance provisions.
4. In the event that the insurance coverage expires prior to the completion of services, a renewal certificate shall be issued 30 days prior to said expiration date.
5. **Sub vendors or sub-Service Providers** retained by the primary vendor **are the responsibility of said primary vendor** in all respects.
6. Insurance requirements:

| COVERAGE REQUIRED | MINIMUM POLICY LIMITS |
|---|-------------------------|
| Workers' Compensation | Statutory |
| Commercial General <i>Liability including Contractual Liability, Products and Completed Operations, XCU and Owners and Service Providers Protective</i> | \$ 1,000,000 Occurrence |
| Comprehensive Auto Liability, CSL, <i>shall include "any auto"</i> | \$ 1,000,000 CSL |
| Professional | \$1,000,000 Occurrence |

(NOTE: All limits are per occurrence and must include Bodily Injury and Property Damage. Deductibles and self-insured retentions must be approved by the City of Winter Springs, and all insurers must have an A.M. Best rating of at least A:VII.)

7. Bonding Required: None This Submittal
8. Vendor will be required to provide a certificate of insurance in compliance with the above, within four (4) days of notification of award with continuing coverage, without a break.
9. I hereby certify that the insurance and bonding requirements outlined above shall be met as required, if I am awarded a contract for the services specified herein

Firm: PDCS, LLC

Name / Title: Michael Kraftsow, Managing Partner

Authorized Signature / Date: *Michael S. Kraftsow* 5/14/2013

This Form Must Be Completed and Returned with your Submittal



FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Winter Springs by:

Michael Kraftsow

on behalf of: PDCS, LLC

whose business address is:

3361 Rouse Rd. Suite 210 Orlando, FL 32817

Federal Employer Identification Number (FEIN) 01-0834165

or Social Security # of the person signing this statement: _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), F.S., means: *A predecessor or successor of a person convicted of a public entity crime or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.*

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I understand that the submission of this form to the City of Winter Springs is for the City of Winter Springs only, and that this form is valid through December 31, 2014. I also understand that I am required to inform the City of Winter Springs prior to entering into a contract in excess of \$25,000 of any change in the information contained in this form.

Michael S. Kraftsow 5/14/2013
Signature Date

State of Florida, County of Orange; On this 14 day of May, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared:

Michael Kraftsow
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this 14 day of May 2013.
E. Donado Smith
Notary Public
My Commission expires:
June 08, 2014

X Personally Known
_____ Produced Identification:
(Type) _____
_____ Did take an Oath
_____ Did Not take an Oath

This Form Must Be Completed and Returned with your Submittal



DRUG - FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm: PDCS, LLC

Name / Title: Michael S. Kraftsow, Managing Partner

Authorized Signature / Date: Michael S. Kraftsow 5/14/2013

This Form Must Be Completed and Returned with your Submittal



CONFLICT OF INTEREST STATEMENT

1. Evelyn Smith of PDCS, LLC deposes and states that

| | |
|----------------------------|------------------|
| <u>Michael S. Kraftsow</u> | <u>PDCS, LLC</u> |
| Name of Affiant | Name of Company |

the above named entity is submitting a proposal to the City of Winter Springs for the project identified above.

2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

3. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting qualifications for the same services.

4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

6. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for these services.

7. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or department of the City of Winter Springs.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Winter Springs.

9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Winter Springs in writing.

| | |
|----------------------------|-----------|
| <i>Michael S. Kraftsow</i> | 5/14/2013 |
| Signature of Affiant | Date |

| | |
|------------------|----------------------------------|
| Managing Partner | Michael S. Kraftsow |
| Title | Typed or Printed Name of Affiant |

State of Florida, County of Orange

On this 14 day of May, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

Michael Kraftsow and



(Name(s) of individuals who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

E. Donado Smith

NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC

SEAL OF OFFICE:

Commission #DD999652

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

This Form Must Be Completed and Returned with your Submittal



CERTIFICATION OF NON - SEGREGATED FACILITIES FORM

By affixing his signature to this form, the consultant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The consultant certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The consultant agrees that (except where he has obtained identical certifications from proposed subservice Providers for specific time periods) he will obtain identical certifications from proposed subservice Providers prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: Michael S. Kraftsow
Date: 5/14/2013

| | |
|---------------------|------------------|
| Michael S. Kraftsow | Managing Partner |
| Print Name | Title |

Official Address: 3361 Rouse Rd., Suite 210 Orlando, FL 32817

This Form Must Be Completed and Returned with your Submittal



PUBLIC RECORDS FORM

All proposals are subject to the Florida Public Records Act, F.S. 119. The submission of a proposal authorizes release of your firm's credit data to the City of Winter Springs.

Responsive proposals are "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (o), Florida Statutes. Vendors must invoke any exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state the applicable statutory exemption for exclusion from public disclosure. Please list below any exemptions to disclosure as provided by law and sign and date the form where indicated.: If you are not claiming any Public Records Exemptions, please check the box below and sign and date the form where indicated.

We are claiming no exemptions

Michael S. Keefe

Vendor Signature/Date

This Form Must Be Completed and Returned with your Submittal



Evidence of Insurance

Below is proof of insurance indicating current liability coverage. Upon selection of PDCS, LLC as the building services provider for City of Crystal River our agent will issue a certificate specifically acknowledging the city as an additional insured.



CERTIFICATE OF LIABILITY INSURANCE

PAGED-1 OP ID: KA

DATE (MM/DD/YYYY)
03/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|-----------------------|
| PRODUCER Paragon Insurance Service Inc. 2945 Horizon Park Drive Ste C Suwanee, GA 30024 Michael Garguilo | Phone: 770-831-5669 Fax: 770-831-3363 | CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: | TAX ID No.: NAIC # |
| INSURED PDCS, LLC 3361 Rouze Road, Suite 210 Orlando, FL 32817 | | INSURER A: Southern Owners Insurance INSURER B: Maryland Casualty Company INSURER C: Evanston Insurance Co. (IUM) | 10190 35378 |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN COLED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| LINE | TYPE OF INSURANCE | ACC. PUB. NO. / COID | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|------|--|----------------------|---------------|-------------------------------|-------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS | | 48341815 | 03/15/2013 | 03/15/2014 | EACH OCCURRENCE \$ 1,000,000 MED EXP (Any one person) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADM POLICY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETED \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | 48341815 | 03/15/2013 | 03/15/2014 | UNLIMITED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER/EMPLOYEE EXCLUDED? (Indicate in Note) If yes, describe below | N/A | WC0522370500 | 05/30/2012 | 05/30/2013 | <input checked="" type="checkbox"/> WC STATS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liab Claims Made | | E0849839 | 03/15/2013 | 03/15/2014 | Ea Claim 2,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All policies are subject to all exclusionary endorsements attached to each policy and subject to 10-day notice of cancellation in the event of non-payment.

| | | |
|--|----------------|--|
| CERTIFICATE HOLDER Evidence of Insurance | EVIDENC | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Garguilo |
|--|----------------|--|

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.



Business Licenses

State of Florida

Board of Professional Engineers

Attests that

PDCS LLC



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201500119

Certificate of Authorization

CA Lic. No:
28596

2012-2013 NOTICE

CITY OF ORLANDO
ECONOMIC DEVELOPMENT
BUSINESS SERVICES
LOCAL BUSINESS TAX REPORT

Issued Date: 10/01/2012
Expiration Date: 09/30/2013

Case Number: BUS-0007678

Business Name: PDCS LLC
5892 A S SEMORAN BLVD
ORLANDO, FL 32822

Business Owner: PDCS LLC

Business Location: 5892 S Semoran Bv

Business Type(s): SERREP 7249 SERVICE

| | |
|---------------------|----------|
| Administration Fees | 20.00 |
| 2013 Business Tax | 264.61 |
| Total Paid | \$284.61 |



CITY OF WINTER SPRINGS, FLORIDA



CITY COMMISSION

MINUTES

REGULAR MEETING

MONDAY, SEPTEMBER 9, 2013 – 5:15 P.M.

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

Mayor Charles Lacey
Deputy Mayor Cade Resnick - Seat Four
Commissioner Jean Hovey - Seat One
Commissioner Rick Brown - Seat Two
Commissioner Pam Carroll - Seat Three
Commissioner Joanne M. Krebs - Seat Five

CALL TO ORDER

The Regular Meeting of Monday, September 9, 2013 of the City Commission was called to Order by Mayor Charles Lacey at 5:18 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Charles Lacey, present
Deputy Mayor Cade Resnick, present
Commissioner Jean Hovey, present
Commissioner Rick Brown, present
Commissioner Pam Carroll, present
Commissioner Joanne M. Krebs, arrived via skype at 5:21 p.m.
City Manager Kevin L. Smith, present
City Attorney Anthony A. Garganese, arrived at 5:19 p.m.
City Clerk Andrea Lorenzo-Luaces, present

A moment of silence was held, followed by the Pledge of Allegiance.

Brief comments followed on tonight's Agenda.

City Attorney Anthony A. Garganese arrived at 5:19 p.m.

PUBLIC HEARINGS AGENDA – PART I

PUBLIC HEARINGS

500. Finance and Administrative Services Department

REQUEST:

The City Manager is requesting that the City Commission hold a Public Hearing relative to the approval of Resolution No. 2013-15, which establishes the Tentative Operating Millage Rate for Fiscal Year 2013-2014 for the City of Winter Springs at 2.4300 mills which is 2.68% more than the rolled-back rate of 2.3665 mills and the Tentative Voted Debt Service Millage Rate for Fiscal Year 2013-2014 for the City of Winter Springs at 0.1100 mills.

FISCAL IMPACT:

The decision to levy an operating millage rate of 2.4300 mills as opposed to the rolled-back rate of 2.3665 mills results in additional ad valorem General Fund revenues of approximately \$100,000 (net of statutory discount). It should be noted that the City's property tax millage rate for FY 2014 has been held constant from last year. However, property values have increased and the City realized an increase in property values, attributable in part to new construction, leading to an overall increase in property tax revenue over last year.

The decision to maintain the voted debt service millage rate at 0.1100 mills requires a subsidy from the General Fund to the Central Winds Debt Service Fund in the amount of \$10,000 which would have been larger had the Central Winds General Obligation Bond not been refinanced in 2012.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

The Property Appraiser mailed each property owner a TRIM notice prior to this first Public Hearing (Sept 9th). Additionally, the budget calendar has been on the City's website since its approval in March and notice of the 2014 tentative public hearing was advertised on the City Hall electronic sign and City newsletter. Upon approval and adoption of Resolution No. 2013-15, the appropriate advertising will run in the Orlando Sentinel on September 19, 2013 which will reflect the tentative millage rates for Fiscal Year 2013-2014 and announce the final Public Hearing for September 23, 2013 at 5:15 p.m.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No. 2013-15 establishing the tentative operating millage rate at 2.4300 mills and tentative voted debt service millage rate at 0.1100 mills for Fiscal Year 2013-2014 and authorizing the City to advertise the City's intent to hold public hearings to adopt final millage rates and final budget in a newspaper of general circulation in compliance with Florida Statute 200.065.

Ms. Kelly Balagia, Budget Analyst, Finance and Administrative Services Department presented this Agenda Item.

Commissioner Joanne M. Krebs arrived via skype at 5:21 p.m.

Mayor Lacey opened the "Public Input" portion of the Agenda Item.

No one spoke.

Mayor Lacey closed the "Public Input" portion of the Agenda Item.

"I MAKE THE MOTION TO APPROVE RESOLUTION 2013-15 ESTABLISHING AN OPERATING MILLAGE [RATE] FOR THE CITY OF WINTER SPRINGS AT 2.4300 MILLS AND A VOTED DEBT MILLAGE RATE OF 0.1100 MILLS AND AUTHORIZING THE ADVERTISEMENT OF THE CITY'S INTENT TO HOLD PUBLIC HEARINGS TO ADOPT THE FINAL MILLAGE RATES AND BUDGET. THE OPERATING MILLAGE RATE OF 2.4300 MILLS IS 2.68% GREATER THAN THE ROLLED-BACK RATE OF 2.3665 MILLS." MOTION BY COMMISSIONER BROWN. SECONDED BY COMMISSIONER CARROLL.

COMMENTS FOLLOWED ON A PREVIOUS WORKSHOP, THE MILLAGE RATE, THE ROLLED-BACK RATE, EXPENSES VERSUS PRIORITIES, THE LEGAL ADVERTISEMENT RELATED TO THE BUDGET AND MILLAGE, AND THE FUTURE OF CITY'S PENSION PLAN.

RELATED TO COMMENTS ABOUT THE CITY'S PENSION PLAN, COMMISSIONER BROWN ASKED MANAGER SMITH TO NOTE FOR THE RECORD, "WHAT YOUR PLAN IS AND HOW YOU HAVE BEEN ATTACKING THE PENSION ISSUE OVER THE YEARS AND WHAT YOUR PLAN IS TO CONTINUE TO DO THAT."

MANAGER SMITH STATED FOR THE RECORD HIS EFFORTS RELATED TO THE PENSION.

DISCUSSION.

FURTHER COMMENTS FOLLOWED ON THE PENSION PLAN, THE STRENGTH OF MANAGER SMITH AND MR. SHAWN BOYLE (DIRECTOR, FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT) AND THE DEPARTMENT HEADS WHO ARE WORKING TOGETHER.

Mayor Lacey stated, "Point of personal privilege" and commented on recent remarks.

DISCUSSION CONTINUED.

MAYOR LACEY STATED, "THE MAIN MOTION PUT ON BY COMMISSIONER BROWN AND SECONDED BY COMMISSIONER CARROLL, I AM MOVING AN AMENDMENT TO THAT MOTION FOR YOUR CONSIDERATION: TO SUBSTITUTE 2.3665 TO THE 2.43 MILL AND TO REWORD IT AS BEING EQUAL TO THE ROLLED-BACK RATE, RATHER THAN GREATER THAN THE ROLLED-BACK RATE." AMENDMENT TO THE MOTION BY MAYOR LACEY.
MOTION DIED FOR LACK OF A SECOND.

VOTE: (ON THE MAIN MOTION)
COMMISSIONER BROWN: AYE
COMMISSIONER KREBS: AYE
DEPUTY MAYOR RESNICK: AYE
COMMISSIONER HOVEY: AYE
COMMISSIONER CARROLL: AYE
MOTION CARRIED.

PUBLIC HEARINGS

501. Finance and Administrative Services Department

REQUEST:

The City Manager is requesting that the City Commission hold a Public Hearing relative to the approval of Resolution No. 2013-16, establishing the Tentative Budget for Fiscal Year 2013-2014.

FISCAL IMPACT:

The tentative city-wide budgets by fund type currently reflect the following appropriations to (from) fund balance:

- General Fund – (\$581,068); comprised of \$1,410 of positive operating coverage and (\$582,478) in capital/non-recurring coverage
- Governmental Funds (exclusive of General Fund) – (\$3,120,019)
- Enterprise Funds – (\$508,901)

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

The Property Appraiser mailed each property owner a TRIM notice prior to this first Public Hearing. Additionally, the budget calendar has been on the City's website since its approval in March and notice of the 2014 tentative public hearing was advertised on the City Hall electronic sign and City newsletter. Upon approval and adoption of Resolution No. 2013-16, a budget summary advertisement will be placed in the Orlando Sentinel on September 19, 2013 reflecting the Tentative Budget for Fiscal Year 2013-2014.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No. 2013-16 establishing the tentative budget for Fiscal Year 2013-2014 as approved by the Commission; and authorize the City to advertise its intent to hold public hearings to adopt final millage rates and final budget and to include a budget summary in a newspaper of general circulation in compliance with Florida Statute 200.065.

Ms. Balagia began the discussion on this Agenda Item.

Mayor Lacey opened the "Public Input" portion of the Agenda Item.

No one spoke.

Mayor Lacey closed the "Public Input" portion of the Agenda Item.

"I WILL MAKE A MOTION TO APPROVE RESOLUTION 2013-16 ESTABLISHING THE TENTATIVE BUDGET FOR THE CITY OF WINTER SPRINGS FOR FISCAL YEAR 2013-[20]14 AND AUTHORIZING ADVERTISEMENT OF THE CITY'S INTENT TO HOLD PUBLIC HEARINGS TO ADOPT THE FINAL MILLAGE RATES AND BUDGET.

THE TENTATIVE BUDGET INCLUDES EXPENDITURES INCLUSIVE OF INTERFUND TRANSFERS IN THE AMOUNT OF SIXTEEN MILLION EIGHT HUNDRED AND THIRTY-SEVEN THOUSAND NINE HUNDRED AND ONE DOLLARS (\$16,837,901.00) FOR THE GENERAL FUND; TEN MILLION FIFTY-EIGHT THOUSAND AND FOUR HUNDRED TWENTY DOLLARS (\$10,058,420.00) FOR THE OTHER GOVERNMENTAL FUNDS; AND ELEVEN MILLION NINE HUNDRED SEVENTY THOUSAND AND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$11,970,337.00) FOR THE ENTERPRISE FUNDS." MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER BROWN. DISCUSSION.

VOTE:

**COMMISSIONER HOVEY: AYE
COMMISSIONER CARROLL: AYE
COMMISSIONER BROWN: AYE
COMMISSIONER KREBS: AYE
DEPUTY MAYOR RESNICK: AYE
MOTION CARRIED.**

INFORMATIONAL AGENDA

INFORMATIONAL

100. Community Development Department

REQUEST:

Community Development Department is advising the City Commission of the status of various current planning projects.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

Staff requests the City Commission receive and review the information provided in this Agenda Item.

This Agenda Item was not discussed.

"MOTION TO APPROVE (INFORMATIONAL AGENDA)." MOTION BY COMMISSIONER BROWN. SECONDED BY COMMISSIONER HOVEY. DISCUSSION.

MOTION CARRIED UNANIMOUSLY WITH NO OBJECTIONS.

CONSENT AGENDA

CONSENT

200. Parks and Recreation Department

REQUEST:

The Parks and Recreation Department is requesting the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and Orlando City Youth Soccer Club.

FISCAL IMPACT:

This agreement will provide to the City of Winter Springs \$25,000 in FY14.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

Staff is recommending the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and the Orlando City Youth Soccer Club.

No discussion.

CONSENT

201. Parks and Recreation Department

REQUEST:

The Parks and Recreation Department is requesting the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and the Florida Kraze Krush Soccer Club.

FISCAL IMPACT:

This agreement will provide to the City of Winter Springs \$25,000 in FY14.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

Staff is recommending the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and the Florida Kraze Krush Soccer Club.

This Agenda Item was not discussed.

CONSENT

202. Information Services Department

REQUEST:

The Information Services Department requests authorization to dispose of surplus assets according to the attached disposition sheets.

FISCAL IMPACT:

There is no cost to dispose of these surplus assets. The City receives revenue generated from items sold at auction.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

Staff recommends that the City Commission approve the disposition of the attached list of surplus assets.

No discussion.

CONSENT

203. Office of the City Manager and the Finance and Administrative Services Department

REQUEST:

City Manager and Finance & Administrative Services Department requesting the Commission approve modification of the City's Personnel Policies to allow for performance reviews to be conducted annually rather than on the employee's specific anniversary date.

FISCAL IMPACT:

This text amendment has no direct fiscal impact.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

The City Manager recommends that the City Commission adopt Resolution 2013-28, amending the City's Personnel Policies to allow for performance reviews to be conducted annually rather than on anniversary date, and to grant the City Manager the authority to execute these policies as recommended.

There was no discussion on this Agenda Item.

CONSENT

204. Office of the City Clerk

REQUEST:

The City Clerk requests that the City Commission review and approve Resolution Number 2013-23 offering their appreciation and gratitude for the service of Ms. Laura-Leigh Wood as a recent Member of the Code Enforcement Board.

FISCAL IMPACT:

There is no fiscal impact related to Resolution Number 2013-23, if this Resolution is Approved.

COMMUNICATION EFFORTS:

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Upon Approval of this Resolution, the City Clerk will contact Ms. Wood on behalf of the Mayor and City Commission, in keeping with what the City Commission has previously requested, and invite Ms. Wood to attend a future City Commission meeting to receive her Resolution in person, from the Mayor and City Commission.

RECOMMENDATION:

The City Clerk is requesting that the City Commission review and Approve Resolution Number 2013-23. Upon Approval of this Resolution, the City Clerk will then contact Ms. Wood on behalf of Mayor Lacey and the City Commission regarding an official Presentation in her honor by the Mayor and City Commission.

No discussion.

CONSENT

205. Office of the City Clerk

REQUEST:

The City Clerk requests that the City Commission review and approve Resolution Number 2013-24 offering their appreciation and gratitude for the service of Mr. Marvin Kelly as a recent Member of the Code Enforcement Board.

FISCAL IMPACT:

There is no fiscal impact related to Resolution Number 2013-24, if this Resolution is Approved.

COMMUNICATION EFFORTS:

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Upon Approval of this Resolution, the City Clerk will contact Mr. Kelly on behalf of the Mayor and City Commission, in keeping with what the City Commission has previously requested, and invite Mr. Kelly to attend a future City Commission meeting to receive his Resolution in person, from the Mayor and City Commission.

RECOMMENDATION:

The City Clerk is requesting that the City Commission review and Approve Resolution Number 2013-24. Upon Approval of this Resolution, the City Clerk will then contact Mr. Kelly on behalf of Mayor Lacey and the City Commission regarding an official Presentation in his honor by the Mayor and City Commission.

This Agenda Item was not discussed.

CONSENT

206. Office of the City Clerk

REQUEST:

Requesting the City Commission Review and Approve the Monday, August 26, 2013 City Commission Regular Meeting Minutes.

FISCAL IMPACT:

There is no fiscal impact related to the approval of this Agenda Item.

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

An Invitation to Bid (ITB) was published in the legal section of the Orlando Sentinel on May 6, 2013. Bids were available to the public for download through the City's Website Bid System or for pick up at City Hall.

RECOMMENDATION:

The City Commission is respectfully requested to consider and offer their Approval of the Monday, August 26, 2013 City Commission Regular Meeting Minutes.

No discussion.

CONSENT

207. Community Development Department - Building Division

REQUEST:

The Community Development Department, Building Division, is requesting approval from the City Commission to contract with PDCS LLC., for Building Inspections and Plans Review Continuing Services, to be performed on an as needed basis, for an initial period of one (1) year with the potential of up to five (5) annual extensions.

FISCAL IMPACT:

Funding for services performed pursuant to RFP 003/03/MS will be generated from plans review fees, permit fees and inspections services related to the 420 Fund (an enterprise fund), on an 'as needed' basis.

COMMUNICATION EFFORTS:

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RFP 003/03/MS was broadcast to more than 800 prospective bidders through Demand Star and the City's Website on April 14, 2013. Proposals were due to the City by May 16, 2013 at 3pm with six (6) bidders responding with a complete proposal.

RECOMMENDATION:

The Community Development Department, Building Division, is recommending that the City Commission authorize a continuing services agreement with PDCS, LLC., for Building Inspections and Plans Review Continuing Services (RFP 003/03/MS), with services to be performed on an as needed basis, for an initial period of one (1) year with the potential of up to five (5) annual extensions. It is also recommended that the City Commission authorize the City Manager and the City Attorney to prepare and execute any and all applicable documents required for the agreement with PDCS.

There was no discussion on this Agenda Item.

“MOTION TO APPROVE (CONSENT AGENDA).” MOTION BY COMMISSIONER BROWN. SECONDED BY COMMISSIONER HOVEY. DISCUSSION.

VOTE:

COMMISSIONER CARROLL: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER KREBS: AYE

DEPUTY MAYOR RESNICK: AYE

COMMISSIONER BROWN: AYE

MOTION CARRIED.

AWARDS AND PRESENTATIONS

AWARDS AND PRESENTATIONS

300. Not Used

REPORTS

REPORTS

400. Office Of The City Attorney – Anthony A. Garganese, Esquire

No Report.

REPORTS

401. Office Of The City Manager – Kevin L. Smith

No Report was given.

REPORTS

402. Office Of The City Clerk – Andrea Lorenzo-Luaces, MMC

No Report.

REPORTS

403. Office of Commissioner Seat Three - The Honorable Pam Carroll

Commissioner Pam Carroll noted that as part of the current Leadership Seminole Class 23, they voted to assist the Seminole Work Opportunity Program (SWOP). Continuing with her report, Commissioner Carroll suggested that it might be a good idea for Winter Springs to honor Mr. William Poe who just retired from the Seminole Work Opportunity Program (SWOP) organization after thirty-two (32) years, “To receive a presentation at a future City Commission meeting” for all of his contributions. Deputy Mayor Resnick concurred.

REPORTS

404. Office of Commissioner Seat Four/Deputy Mayor - The Honorable Cade Resnick

No Report was given.

REPORTS

405. Office of Commissioner Seat Five - The Honorable Joanne M. Krebs

No Report.

REPORTS

406. Office of the Mayor - The Honorable Charles Lacey

Mayor Lacey reported that he had attended a Council of Local Governments in Seminole County (CALNO) meeting last week with presentations given on the Airport and Seminole County's Budget.

REPORTS

407. Office of Commissioner Seat One - The Honorable Jean Hovey

COMMISSIONER HOVEY MADE A NOMINATION TO APPOINT MR. MATTHEW CRISWELL TO THE CODE ENFORCEMENT BOARD TO FILL THE CURRENT SEAT ONE VACANCY. MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER BROWN. DISCUSSION.

VOTE:

**DEPUTY MAYOR RESNICK: AYE
COMMISSIONER BROWN: AYE
COMMISSIONER HOVEY: AYE
COMMISSIONER KREBS: AYE
COMMISSIONER CARROLL: AYE
MOTION CARRIED.**

REPORTS

408. Office of Commissioner Seat Two - The Honorable Rick Brown

Commissioner Rick Brown commented on electrical service problems and asked if a complaint could be filed? Deputy Mayor Cade Resnick also noted he had experienced similar issues. Manager Smith said that work was being done near the Vistawilla Drive area. City Manager Kevin L. Smith added, "The answer to your question is 'Yes'" and that he had contacted Duke Energy with his concerns. Commissioner Jean Hovey mentioned that she had experienced similar issues at her business office in Orange County.

PUBLIC INPUT

Mr. Bill Fernandez, 250 East Panama Road, Winter Springs, Florida: said his comments related to Regular Agenda Item “600” and the proposed Workshop; that there is a 150 foot Power Easement directly behind their property; that he had asked for a Lot Split in March of this year, and the City had changed Lot Split requirements.

Continuing, Mr. Fernandez referenced “GOALS, OBJECTIVES, AND POLICIES 1.1.3.:", an Opinion from Assistant City Attorney Kate Latorre, lot specifications and Easements, and how they could affect a potential Lot Split.

Mr. Ron Lighthart, 1036 Winding Waters Circle, Winter Springs, Florida: commented on the City’s Pension Plan which he was opposed to, that he thought it was a very generous Plan and the City Commission’s responsibility was to make sure it is a sound Pension Plan, and that he thought the overtime and contributions were excessive. Mr. Lighthart suggested he could meet with City Officials to review details of the City’s Pension Plan.

Mayor Lacey referenced a proposed Workshop on the Pension Plan and asked for clarification on the percentage of how funded the Pension Plan was. Mr. Boyle addressed Mayor Lacey’s inquiry.

Mr. David Leavitt, Chairman, Libertarian Party of Seminole County, 1000 Ridgepoint Cove, Longwood, Florida: mentioned he was attending Seminole County cities’ meetings and asked about a reference to the City’s Pension and related overtime.

PUBLIC HEARINGS AGENDA – PART II

PUBLIC HEARINGS

502. Community Development Department - Planning Division

REQUEST:

The Community Development Department – Planning Division requests that the City Commission consider second reading and final approval of Ordinance 2013-09, which proposes: 1) to amend Chapter 16, Signs of the City Code of Ordinances, and 2) to revise the State Road 434 sign regulations set forth in Sections 20-470 and 20-486, and incorporate said regulations into Chapter 16.

FISCAL IMPACT:

While there is no direct fiscal impact to the City, staff has heard numerous requests from the business community for some flexibility and for additional options for signage. Staff is of the opinion that the proposed new code language will facilitate more diversified development and increase the chance of local businesses remaining viable over the long term because of the signage options provided. Business retention and expansion, along with attracting new businesses, will have a positive fiscal impact to the City’s tax base.

COMMUNICATION EFFORTS:

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On July 11, 2013, a City Commission first reading date of July 22, 2013, and a City Commission second reading date of August 12, 2013 was advertised in the Orlando Sentinel. At the request the request of the Planning and Zoning Board at their July 10, 2013 meeting, the revisions were sent back to the Police Department for one additional review. Because of this delay, the advertisement was preserved at the July 22, 2013 City Commission meeting by postponing the first reading to a date certain of August 26, 2013.

RECOMMENDATION:

Staff and the Planning & Zoning Board recommend approval of second and final reading of Ordinance 2013-09, which proposes: 1) amend Chapter 16, Signs of the City Code of Ordinances, and 2) to revise the State Road 434 sign regulations set forth in Sections 20-470 and 20-486, and incorporate said regulations into Chapter 16.

Attorney Garganese read Ordinance 2013-09 by “Title” only.

Brief comments.

Mayor Lacey opened the “Public Input” portion of the Agenda Item.

No one spoke.

Mayor Lacey closed the “Public Input” portion of the Agenda Item.

**“MOTION TO APPROVE (SECOND READING AND APPROVAL OF ORDINANCE 2013-09).”
MOTION BY COMMISSIONER BROWN. SECONDED BY COMMISSIONER CARROLL.
DISCUSSION.**

VOTE:

**COMMISSIONER KREBS: AYE
DEPUTY MAYOR RESNICK: AYE
COMMISSIONER CARROLL: AYE
COMMISSIONER BROWN: AYE
COMMISSIONER HOVEY: AYE
MOTION CARRIED.**

PUBLIC HEARINGS

503. Community Development Department - Planning Division

REQUEST:

The Community Development Department – Planning Division requests that the City Commission hold a public hearing for second reading and final approval of Ordinance 2013-07, which proposes to annex one parcel totaling approximately 4.51 acres, generally located on the northwest corner of the intersection of DeLeon Street and Florida Avenue.

FISCAL IMPACT:

The proposed annexation of the property allows the subject parcel to be developed into a retention pond and active recreation area for a proposed residential development. Development of the subject property is anticipated to provide an increase to the City’s taxable value. A detailed fiscal analysis will be part of the agenda item for the City Commission’s consideration of final engineering for the Southern Oaks project.

COMMUNICATION EFFORTS:

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A yellow sign noting the dates and times of the public hearings has been posted on the property. Additionally, this item has been advertised in the Orlando Sentinel in accordance with the requirements of Florida Statute 171.044(2).

RECOMMENDATION:

Staff recommends the City Commission approve second reading of Ordinance 2013-07, which proposes annexation of one parcel of land located on the northwest corner of the intersection of DeLeon Street and Florida Avenue.

Beginning the discussion on this Agenda Item, Attorney Garganese read Ordinance 2013-07 by "Title" only.

Mr. Bobby Howell, AICP, Planner, Community Development Department stated, "There have been no changes since First Reading."

Mayor Lacey opened the "Public Input" portion of the Agenda Item.

No one addressed the Mayor and City Commission.

Mayor Lacey closed the "Public Input" portion of the Agenda Item.

**"MOTION TO APPROVE (SECOND READING AND APPROVAL OF ORDINANCE 2013-07)."
MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER CARROLL.
DISCUSSION.**

VOTE:

**COMMISSIONER HOVEY: AYE
COMMISSIONER BROWN: AYE
COMMISSIONER KREBS: AYE
DEPUTY MAYOR RESNICK: AYE
COMMISSIONER CARROLL: AYE
MOTION CARRIED.**

PUBLIC HEARINGS

504. Community Development Department - Planning Division

REQUEST:

The Community Development Department - Planning Division requests the City Commission hold a public hearing for the approval of 1) Preliminary Subdivision Plan, and 2) Waivers to Section 20-451(f)(2), Section 20-165, and Section 9-127(c) of the Code of Ordinances for Southern Oaks, a single-family residential subdivision located north of SR 434 and west of the intersection of DeLeon Street and Cress Run.

FISCAL IMPACT:

Approval of the Preliminary Subdivision Plan and the three associated waiver requests allows the subject property to be developed into a single-family residential subdivision. Development of the subject property is anticipated to provide an increase to the City's taxable value. The potential tax revenue of the proposed project is as follows:

- Fee Simple Single Family Residential Units - 52 units
- Units - 52 assessed at \$200,000 = \$10,400,000 assessed tax value
 - $\$10,400,000/1000 = 10,400$
 - $\$10,400.00 \times (2.4300) = \$25,272$
 - $\$25,272$ (less the 4% statutory discount) = \$24,261.12 tax revenue

COMMUNICATION EFFORTS:

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A large yellow sign has been posted on the property noting the date and time of the meeting.

RECOMMENDATION:

Staff recommends the City Commission approve:

1) Waivers to Section 20-451(f)(2), Section 20-165, and Section 9-127(c) of the Code of Ordinances for Southern Oaks

2) Preliminary Subdivision Plan

Mr. Howell gave a brief overview of this Agenda Item.

Tape 1/Side B

The requested Waivers for the City Commission's consideration were reviewed next.

Commissioner Krebs remarked about the cell tower and noted, "You said the way the tower is built, that it can be built so that it collapses upon itself. Has that been tested against hurricane winds?"

Mr. Howell responded, "To my knowledge, no, but probably during when they issued a Building Permit for the tower, it had to go through Florida Building Code requirements and that would probably address Hurricane Code Requirements/Hurricane Wind Requirements."

Commissioner Krebs added, "I have a concern about that – only that Waiver I had a concern about."

Mr. Randy Stevenson, AICP, Director, Community Development Department commented on having first-hand experience with a cell tower collapsing during a hurricane event in Port St. Lucie, Florida.

Commissioner Krebs then mentioned a cell tower and a related fire event. Mr. Stevenson said he thought in this situation, the cell tower did not fall but was dismantled later.

Mayor Lacey opened the "Public Input" portion of the Agenda Item.

No one spoke.

Mayor Lacey closed the "Public Input" portion of the Agenda Item.

"MOTION TO APPROVE." MOTION BY COMMISSIONER BROWN. SECONDED BY COMMISSIONER CARROLL. DISCUSSION.

MAYOR LACEY ADDED THAT THE MOTION WAS TO APPROVE AGENDA ITEM "504" - THE "PRELIMINARY SUBDIVISION PLAN AND THE ENUMERATED WAIVERS."

VOTE:

COMMISSIONER CARROLL: AYE

DEPUTY MAYOR RESNICK: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER KREBS: AYE

COMMISSIONER BROWN: AYE

MOTION CARRIED.

REGULAR AGENDA

REGULAR

600. Community Development Department

REQUEST:

The Community Development Department is requesting that the City Commission establish a date and time for a workshop to discuss the City's process for considering lot split requests.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

COMMUNICATION EFFORTS:

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RECOMMENDATION:

The Community Development Department requests that the City Commission establish a date and time during the month of October 2013, or later, for a workshop to discuss the City's process for considering lot split requests.

Mr. Howell briefly provided some background information on this Agenda Item for discussion. Mayor Lacey asked the Commission if they thought it should be a stand-alone Workshop or if it could be on a Regular City Commission Meeting Agenda?

Next, Mr. Howell noted that October was the earliest Staff would be ready and available to discuss this matter.

Commissioner Hovey asked, "How much information will we have to review and go over?" Mr. Howell responded, "We can prepare as much information as you'd like. We can have a history of why the Ordinance was adopted; we can take a look at the character of the areas in general – areas of the City where this Code is not applicable and compare it for you." Manager Smith added, "It would be our attempt to provide you with as much detailed information to really frame this issue as much as possible. Secondly, relative to the Mayor's comments, we anticipate that the presentation of those items would probably take somewhere between thirty (30) minutes and an hour. So, we could accommodate either way."

With further comments on timing and date, Commissioner Hovey suggested this issue be held on the 28th of October and hold the Regular City Commission Meeting and the Workshop.

Commissioner Krebs thought that an actual Workshop permitted more time "To ask questions and then basically take it home and mull over it before making a decision – I don't want us to feel pressured in making a decision" before all of the information can be considered by the City Commission.

Commissioner Carroll noted, "If you are going to be preparing it anyway, so if you could send to the Mayor and Commission, the history and what areas of the City are affected and what is currently in place, we would have an opportunity to review it before we reached a Workshop."

Mr. Howell stated, "We would be happy to do that. We could prepare just a Regular Agenda Item for you, if you would like on the City Commission Meeting – that's your choice."

Commissioner Brown recommended, "It would not necessarily have to be an Agenda Item on the Regular Agenda; we could adjourn the City Commission Meeting and convene a Workshop at the end of the City Commission Meeting to uphold the integrity of the conversation." Commissioner Krebs added, "That is a good idea."

Summarizing, Mayor Lacey asked for any objections to a date of October 28th, 2013 to handle this issue, to which none were noted. Furthermore, Mayor Lacey stated, “Commissioner Brown’s suggestion in concert with Commissioner Krebs was that we make it a separate Workshop - that day, and I think the suggestion was to do it after we adjourn the Regular Meeting. So, we still start at 5:15 (p.m.) for the Regular Meeting, and we finish our regular business, then we go into Workshop session on the 28th (October 2013). Everyone agreed?” Commissioner Krebs stated, “Yes.” No objections were voiced.

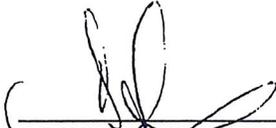
PUBLIC INPUT

At this time, no one addressed the Mayor and City Commission.

ADJOURNMENT

Mayor Lacey adjourned the Regular Meeting at 6:16 p.m.

RESPECTFULLY SUBMITTED:



ANDREA LORENZO-LUACES, MMC
CITY CLERK

APPROVED:



MAYOR CHARLES LACEY



Proposal for
**Building Inspection and Plan Review
Services**



< YOUR BUILDING DEPARTMENT RESOURCE >

Prepared for :
City of Winter Garden
Building Division
Community Development Department
300 West Plant St.
Winter Garden, FL 34787

Prepared by:
PDCS, LLC
3361 Rouse Rd. , Suite 210
Orlando, FL 32817



January 9, 2014

City of Winter Garden
Skip Lukert
Building Official
Community Development Department
300 West Plant St.
Winter Garden, FL 34787

Re: Building Inspection and Plan Review Services

Dear Mr. Lukert:

PDCS, LLC is pleased to present the City of Winter Garden with a uniquely qualified team of Building Code Professionals. We welcome the opportunity to serve as a valuable extension of the City's staff in this exciting time of growth. We currently provide full and part time state licensed inspectors and plans examiners to numerous jurisdictions in Florida. Our customers find a staffing arrangement with PDCS allows them the greatest flexibility and opportunities for economic development within their jurisdiction while eliminating staffing problems, personnel costs, retirement costs and vehicle expenses.

PDCS offers to fill your staffing needs for Inspection and Plan Review Services. Since our sole business is to provide support to local building departments, government agencies, schools and universities, we have no direct or indirect conflicts of interest with any current contractors or potential future businesses locating within the City of Winter Garden. PDCS currently provides these services to the following municipalities: Oviedo, Debary, Brooksville, Crystal River, Winter Springs, and Weeki Wachee.

The following are included within our fee:

- Inspector or Plans Examiner's time on site to perform inspection or conduct plan reviews.
- Inspector or Plans Examiner's vehicle and fuel usage.
- Inspector or Plans Examiner's phone communications device and all applicable service charges.
- Inspector or Plans Examiner's miscellaneous equipment such as measuring devices, ladders, flashlight, etc.
- Inspector or Plans Examiner's Fees for continuing education to maintain all licenses and certifications.
- Inspector or Plans Examiner's required insurance coverage, benefits and personnel expenses.

PDCS was founded in 2005 by building code professionals and is still managed by those professionals to this day. This allows PDCS to provide a well-rounded experience base and a practical administration of the building code through our knowledgeable personnel; many of whom have been involved in the construction industry for decades. This makes PDCS uniquely qualified to ensure efficient and effective support is being provided to your building department when requested with our professionally licensed inspectors and plans examiners. Since building department support is all we do, we provide superior, dependable building code service for Florida's public agencies.

PDCS has an exceptional record of performance and maintains an excellent reputation for providing building inspection and plan review services. Since we offer a full range of building code administration, plan review and inspection services we are uniquely qualified to provide these services to the City of Winter Garden. We will work with and augment your current staff to ensure an efficient operation of your plan review and inspection services.

Your Building Department Resource

Sincerely,

Paul Smith
Managing Partner

Experience and Ability

Through our comprehensive approach, PDCS is able to offer its clients a full range of Building Code Administration, Plan Review, and Inspection Services. Utilizing a team of trained and certified professionals, we can provide the necessary services to ensure compliance with all relevant codes and state statutes.

PDCS utilizes a highly qualified staff with decades of experience as inspectors, plans examiners and building officials often employing individuals with multiple licenses. Our field staff and office personnel understand the unique scheduling needs of the construction and inspection industries and are always focused on helping our clients solve the complex problems that are inevitable when providing inspection services.

The City of Oviedo



PDCS provides a full service building department for the City of Oviedo. PDCS supplies the city with a full time building official, plan reviewer, two inspectors and two permit technicians. All staff is onsite in the City of Oviedo to answer questions that may arise, schedule emergency inspections, and educate the public regarding code compliance.

PDCS has served the city for three years and has drastically changed the customer service levels of the building department. Prior to PDCS handling the building department the city was constantly flooded with complaints about staff and their code compliance decisions. Since PDCS has begun servicing the city the complaints pertaining to the building department have dramatically decreased.

“The City of Oviedo Building Department is one of the best, from plan submittal, through review, and inspections. Your team was very prompt in returning phone calls, reviewing plans, and turning around revisions quickly.”

The field inspectors, building, MEP, and fire are very knowledgeable and understand the importance of keeping a project moving even during the holiday season.”

Bruce McGaughey
General Contractor
McGaughey Construction, Inc.

Firms Responsibility in City of Oviedo

PDCS receives permit applications, plan review and inspection requests from citizens and contractors at the City Hall Annex Building located in the City of Oviedo. PDCS trained and employed permit technicians utilize the Naviline permitting system provided by the City and process the permit application and all other required information before issuing a permit.

PDCS then performs the building code plan review for the City of Oviedo. The plan review process typically takes 7-10 business days for residential plans and 12-15 business days for commercial plans. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of Oviedo Building Department. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.

Reference Contact Info:

Bryan Cobb
Assistant City Manager

City of Oviedo
400 Alexandria Boulevard
Oviedo, FL 32765
Telephone: 407.971.5541

The City of DeBary



inspection and plan review services.

PDCS provides a full service building department to the City of DeBary. PDCS provides a full time building official and a full time permit technician to the city along with additional inspectors when needed. All staff is on site daily to assist the general public in obtaining the appropriate permit, answering code compliance questions, and conduct

PDCS has served the city for over five years. The majority of work is conducted by the full time staff provided however some larger projects may be assigned to other PDCS staff in order to expedite the plan review or inspection process. Inspections received by the building department are assigned to an inspector and completed the next business day.

“The City of DeBary over the past several years has been extremely satisfied with the services that PDCS staff has provided and will continue to provide us. I can comment that the Chief Building Official and his staff have gone that extra mile to provide first class services to our citizens.”

James F. Seelbinder
Finance Administrator
City of DeBary

Firms Responsibility in the City of DeBary

PDCS receives permit applications, plan review and inspection requests from citizens and contractors at the City Hall located in the City of DeBary. PDCS trained and employed permit technician currently utilize the PTWin32 permitting system provided by the City and process the permit application and all other required information before issuing a permit.

PDCS then performs the building code plan review for the City of DeBary. The plan review process typically takes 7-10 business days for residential plans which are reviewed onsite by PDCS. While large scale commercial plan review is completed by our on staff architect at the PDCS main office and may take additional time. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of DeBary Building Department. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.

Reference Contact Info:

James Seelbinder
Finance Administrator

City of DeBary
16 Columba Road
DeBary, FL 32713-3264
Telephone: 386.668.2040 Ext308

The City of Winter Springs



PDCS provides building inspection and plan review services to the City of Winter Springs. PDCS provides two full time licensed inspectors/plan reviewers along with additional staff when needed. All staff is on site daily to assist the city employed building official in completing inspection and plan review services.

The majority of work is conducted by the two prime part time staff provided however some larger projects may be assigned to other PDCS staff in order to expedite the plan review or inspection process. Inspections received by the building department are assigned and typically completed the next business day.

Firms Responsibility in the City of Winter Springs

PDCS performs the building code plan review for the City of Winter Springs. The plan review process typically takes 7-10 business days for residential plans which are reviewed onsite by PDCS staff. While some large scale commercial plan review is completed by our on staff architect at the PDCS main office and may take additional time. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

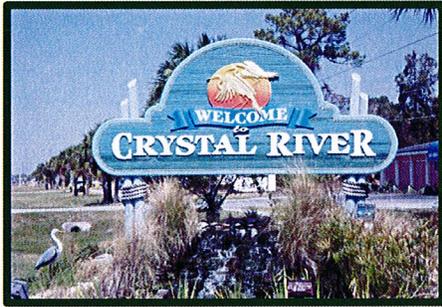
Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of Winter Springs. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.

Reference Contact Info:

Randy Stevenson, ASLA
Community Development Director

City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708
Telephone: 407-327-5970

The City of Crystal River



PDCS provides part time building department services to the City of Crystal River. Due to the population size of Crystal River and the building demand within the city limits PDCS provides one part time Building Code Administrator to complete all plan review and inspection services for the City. The PDCS provided Building Official is on site daily for four hours and answers contractor and citizens questions provides plan review and completes inspections. PDCS has served the city for over four years.

Recently the City of Crystal River requested additional services be provided by PDCS. The additional services included Flood Plain Management, Fire Safety Inspection and Plan Review, and Code Enforcement Services. Upon this request the PDCS Building Code Administrator assigned to the City took continuing education courses on flood plain management; thus becoming a Certified Flood Plain Manager. All expenses for this certification were funded by PDCS.

Reference Contact Info:

Andy Houston
City Manager

City of Crystal River
123 NW Highway 19
Crystal River, FL 34428
Telephone: 352.795.4216 Ext 306

The City of Brooksville



PDCS provides full time building department services to the City of Brooksville. PDCS provides a full time building code administrator and a full time permit technician. All staff is onsite daily to perform permitting, answer questions, complete plan review and inspection services. PDCS has served the City of

Brooksville for over seven years. The majority of the work is performed onsite in the city however large commercial projects may be sent to PDCS main office in Orlando to be reviewed by our on staff architect.

Reference Contact Info:

Bill Geiger, Community Development Director
City of Brooksville
Telephone: 352.540.3850

The City of Weeki Wachee



PDCS provides part time as needed services to the City of Weeki Wachee. Due to the population size and building demands within the City limits of Weeki Wachee PDCS provides one Building Code Administrator to complete all permitting, plan review, and inspection services. PDCS also provides fire safety inspection and plan review services to the city. All inspections are completed within 24

hours of request and all plan review is completed in the most time efficient manner. Fire Safety Inspections and Plan Review are completed by a certified fire inspector and Fire Marshal.

Project Approach

PDCS has eight years of experience in providing services from continuing contract inspections to full building departments. Over the years an effective method for providing building inspection and plan review services has been developed. The following is our basic approach to implementing and carrying out a building inspection and plan review contract. PDCS is willing to modify this process for the City of Winter Garden if needed.

Inspection Services: All inspection requests will be processed and performed in a timely manner by a staff member that is fully licensed with the Florida Department of Professional Regulations and possesses the license under CH. 468, 471, and 481 F.S. to cover the necessary disciplines for both commercial and residential inspections.

It is our preference to employ individuals who are qualified and licensed in all licensing categories. However, in the event it is not possible to employ someone qualified in this manner, PDCS will endeavor to staff the inspection team with a group of individuals who, collectively, possess all required licenses.

In addition to inspections of new constructions, additions and alterations, inspectors will respond to change of occupancies, hazardous building inspections.

Each inspection will be rated as passed, failed or conditionally approved. In the event of a failed or conditionally approved rating, our inspection staff will make every effort to allow the contractor to correct the code deficiency and re-inspect the same day. If that cannot be arranged, the contractor will need to schedule a re-inspection when the work is ready.

Plan Review: When plans are complete and ready for code compliance review, they may be submitted to PDCS for permit plan review. Upon completion of the initial plan review, a written report indicating any non-compliance issues will be forwarded to the applicant, design professional, and the building official. Should there be any items that do not meet the currently adopted code(s) the plan review comments will include specific references to the applicable sections of the building code. If the plans are found to compliant with all applicable codes the plans will receive a stamp indicating it is approved for permitting. All plans will be

returned to City of Winter Garden for use on construction site and storage. PDCS will retain copies of all written reports regarding plan review for future reference.

Plans will be reviewed for compliance with the current edition of the Florida Building Code and municipal ordinances. As a part of our service we encourage architects, engineers, contractors and building owners to approach our staff as early as possible in the design of their project with any questions or issues they may have. We perform this service at no additional charge with the view that, in the long term, it saves all involved both time and money and provides a more positive outcome for the building project whether it is large or small.

Alternate Plan Review Service: When plans are complete and ready for code compliance review, they may be submitted to PDCS for permit plan review through our Xpress Plans Service. This new service provides accurate, cost effective plan reviews on a timely basis and provides a hassle free plans submittal process. All plans will be reviewed in an expedient manner and will then be overnighted back to you with any comments.

During our review we will affix the required “Reviewed for Code Compliance” stamp with the discipline reviewed, plans examiner name and license number to each design document at completion of our review. We promise a prompt, technically comprehensive plan reviews performed by licensed plan review professionals for compliance with all State of Florida Building Codes. Our professional plan review staff will conduct evaluations of each specific code discipline represented on construction drawings and compile areas of noted violation or concern. All reviews will be conducted using the plan review criteria for buildings per Section 106.3.5 Florida Building Code.

Summary of Qualifications

PDCS employs only state licensed Building Code Administrators, Inspectors, and Plans Examiners with an emphasis on continuing education in their fields of expertise. Our building professionals have many years of experience in building design and the construction industry with various employees having owned or managed businesses in their field of expertise. For this reason we are able to bring to our projects both a breadth and a depth of knowledge that is unique in the industry.

Each individual assigned to work with the City will be properly licensed through the Florida Department of Professional Regulations and possess the necessary skills and experience to perform each assigned service. Each individual will also uphold and comply with the City's regulations/policies and abide by professional and ethical standards of conduct appropriate to their position.

Our staff is currently comprised of numerous Master Code Professionals, Building Code Administrators, Multi License Inspectors and Plans Examiners; in addition we employ Architects and Electrical Engineer. While each project location has personnel assigned specifically to that location, we encourage staff to call upon others within our organization for help with specific issues with their respective projects.

Our current staff with their respective licenses is available on the following page.

INSPECTOR LIST

- 1) Elvin J. Aubuchon
 - a. Building Code Administrator License Number BU1101
 - b. Standard Plans Examiner License Number PX1641
 - i. Category: Building, 1 & 2 Family Dwelling
 - c. Standard Inspector License Number BN2432
 - i. Category: Building, Residential Electrical, 1 & 2 Family Dwelling, Plumbing
- 2) T. Dwayne Ausley
 - a. Standard Plans Examiner License Number PX1830
 - i. Category: Building, Electrical
 - b. Standard 1 & 2 Family Dwelling Plans Examiner License Number SFP51
 - c. Standard Inspector License Number BN3927
 - i. Category: Building, Electrical, 1 & 2 Family Dwelling, Coastal Construction
- 3) S. Dale Baker
 - a. Building Code Administrator License Number BU 1413
 - b. Standard Plans Examiner License Number PX1830
 - i. Category: Building, Electrical
 - c. Standard Inspector License Number BN3927
 - i. Category: Building, Electrical, 1 & 2 Family Dwelling
- 4) Steven J. Fiorey
 - a. Standard Inspector License Number BN6154
 - i. Category: Building, Mechanical, Coastal Construction, 1 & 2 Family Dwelling
 - b. Standard Plans Examiner Number PX3411
 - i. Category: Building
 - c. Standard 1 & 2 Family Dwelling Plans Examiner License Number SFP244
- 5) Donald L. Fuchs
 - a. Building Code Administrator License Number BU193
 - b. Standard Plans Examiner License Number PX576
 - i. Category: Building, Electrical, Plumbing, Mechanical
 - c. Standard Inspector License Number BN1319
 - i. Category: Building, Electrical, Mechanical, Plumbing
- 6) Malcolm Green
 - a. Building Code Administrator License Number BU562
 - b. Standard Plans Examiner License Number PX17
 - i. Category: Building, Electrical, Mechanical, Plumbing
 - c. Standard Inspector License Number BN35
 - i. Category: Building, Commercial Electrical, Mechanical, Plumbing, Residential Electrical
- 7) Edward W. Hollenbeck
 - a. Building Code Administrator License Number BU1032
 - b. Standard Plans Examiner License Number PX1214
 - i. Category: Building, Electrical, Mechanical, Plumbing
 - c. Standard 1 & 2 Family Dwelling Plans Examiner License Number SFP136
 - d. Standard Inspector License Number BN195

- i. Category: Building, Commercial/Residential Electrical, 1 & 2 Family Dwelling, Mechanical, Plumbing

8) Ralph W Jones III

- a. Building Code Administrator License Number BU497
- b. Standard Plans Examiner License Number PX632
 - i. Category: Building, Mechanical, Plumbing
- c. Standard Inspector License Number BN35
 - i. Category: Building, 1 & 2 Family Dwelling, Mechanical, Plumbing,

9) Michael S. Kraftsow

- a. Building Code Administrator License number BU118
- b. Standard Inspector License Number BN330
 - i. Category: Building, Plumbing, Residential Electrical

10) Richard E. Olds

- a. Building Code Administrator License Number BU1303
- b. Standard Plans Examiner License Number PX2178
 - i. Category: Building, Electrical, Mechanical, Plumbing
- c. Standard 1 & 2 Family Dwelling Plans Examiner License Number SFP133
- d. Standard Inspector License Number BN4406
 - i. Category: Building, Commercial Electrical, 1 & 2 Family Dwelling, Mechanical, Plumbing, Coastal Construction

11) Steven W. Owens

- a. Architect License Number AR0013130

12) Julio Pagan

- a. Standard Plans Examiner License Number PX2614
 - i. Category: Mechanical
- b. Standard Inspector License Number BN4993
 - 1. Category: Building, 1 & 2 Family Dwelling, Mechanical, Plumbing

13) Eugene A. Patton

- a. Building Code Administrator License Number BU861
- b. Standard Plans Examiner License Number PX1012
 - i. Category: Building, Mechanical
- c. Standard Inspector License Number BN2342
 - 1. Category: Building, 1 & 2 Family Dwelling, Mechanical, Plumbing

14) Robert P. Reading, Jr.

- a. Building Code Administrator License Number BU1058
- b. Standard Plans Examiner License Number PX1314
 - i. Category: Building, Electrical, Mechanical, Plumbing
- c. Standard Inspector License Number BN2480
 - i. Category: Building, Commercial/ Residential Electrical, 1 & 2 Family Dwelling, Mechanical, Plumbing

15) Thomas Rodgers

- a. Building Code Administrator License Number BU4518
- b. Standard Plans Examiner License Number PX569
 - i. Category: Building, Mechanical, Plumbing

- c. Standard Inspector License Number BN1301
 - i. Category: Building, 1 & 2 Family Dwelling, Mechanical, Plumbing

16) Heinz Rosen P.E.

- a. Professional Engineer (Florida) License Number 62715

17) Paul C. Smith

- a. Standard Inspector License Number BN2623
 - i. Category: Building

18) Patrick C. Steele

- a. Standard Inspector License Number BN4154
 - i. Category: Building

19) Daniel R. Weaver

- a. Architect License Number AR92897

20) Steven Wood

- a. Building Code Administrator License Number BU573
- b. Standard Plans Examiner License Number PX621
 - i. Category: Building, Electrical, Mechanical, Plumbing
- c. Standard Inspector License Number BN1473
 - i. Category: Building, Mechanical, Plumbing, Electrical

21) Jacob L. Wright

- a. Building Code Administrator License Number BU1518
- b. Standard Plans Examiner License Number PX214
 - i. Category: Electrical, Mechanical
- c. Standard Inspector License Number BN459
 - i. Category: Building, Mechanical, 1 & 2 Family Dwelling, Electrical

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Michael Bollhoefer, City Manager

Date: January 17, 2014

Meeting Date: January 23, 2014

Subject: Approval of the Florida Hospital design

Issue: As part of the approval process for Florida Hospital, the City was given the authority to approve the final design of the hospital. In designing the hospital, Florida Hospital worked with the community. I have also presented the proposed design to many members of the surrounding community. The response has been overwhelmingly in favor of the design.

Recommended action: Approve the architectural design as presented in the presentation by Florida Hospital.

November 15th, 2013

Florida Hospital Winter Garden Site Presentation



Earl Swensson Associates, Inc.

architecture • interior architecture • master planning • space planning
2100 West End Avenue, Suite 1200 Nashville, Tennessee 37203 615-329-9445 www.esarch.com



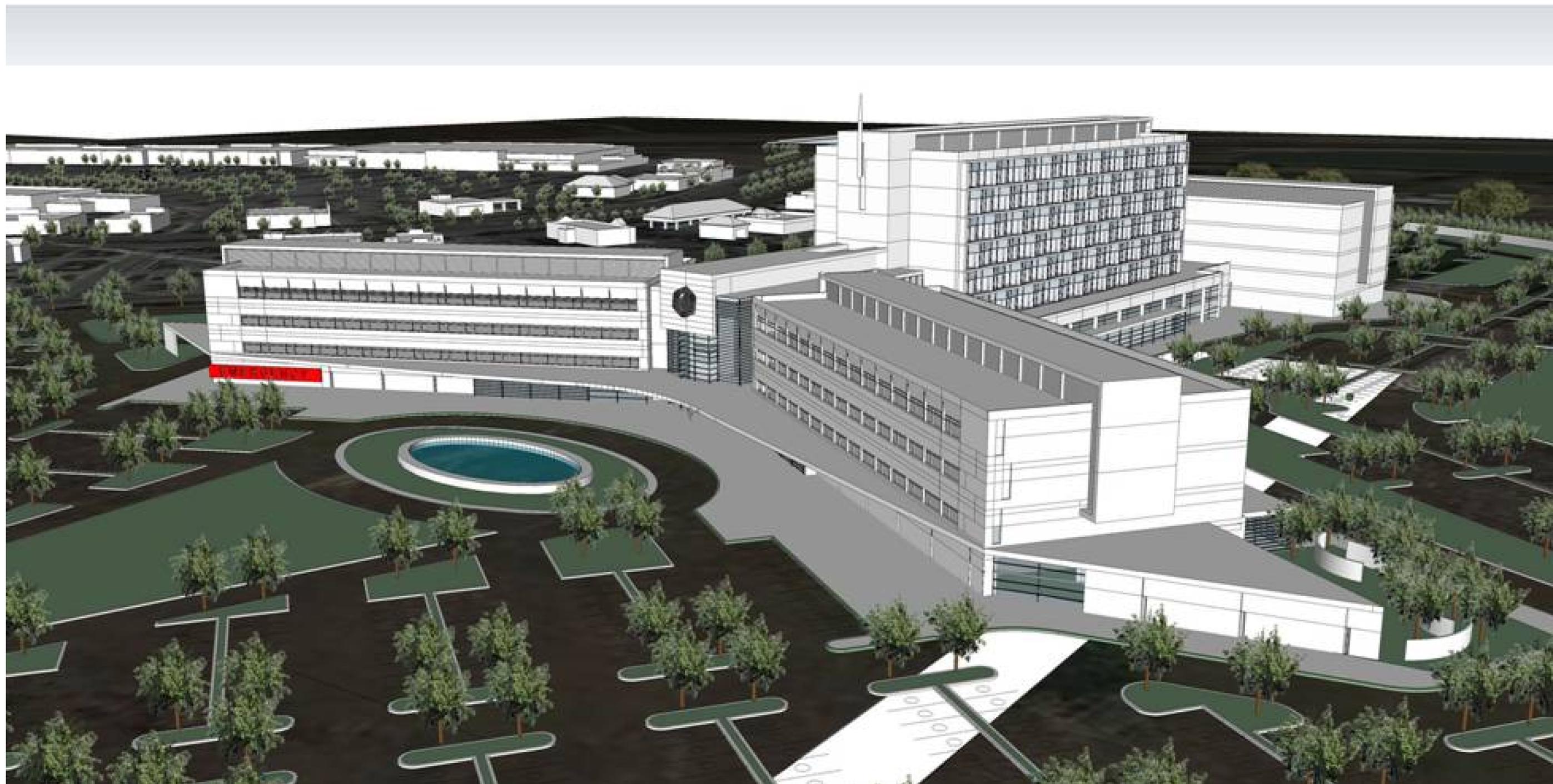
FLORIDA HOSPITAL
Office of Design and Construction

The skill to heal. The spirit to care.®

Our Design Process

- Engaged Philips Design Team
 - Interviewed 100+ community members
 - Created a visual portrait of their perceptions
- Key Messages from Community
 - Proud of heritage, yet progressive in outlook
 - Value personal relationships
 - An active community
 - Rooted in the past, yet embraces the future (“timeless”)





Long-Term View

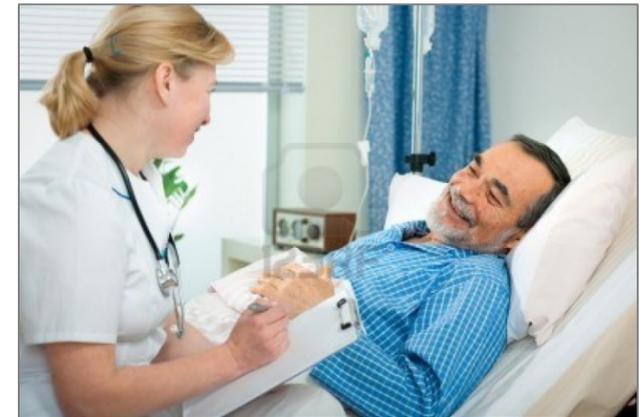


Long-Term Master Plan



Phase One

- Planned Scope of Phase One
 - Emergency Department (16 beds)
 - Observation Unit (12 Beds)
 - Urgent Care
 - Imaging/ Lab
 - Main Entry
 - Outpatient Surgery Center
 - Medical Office Space



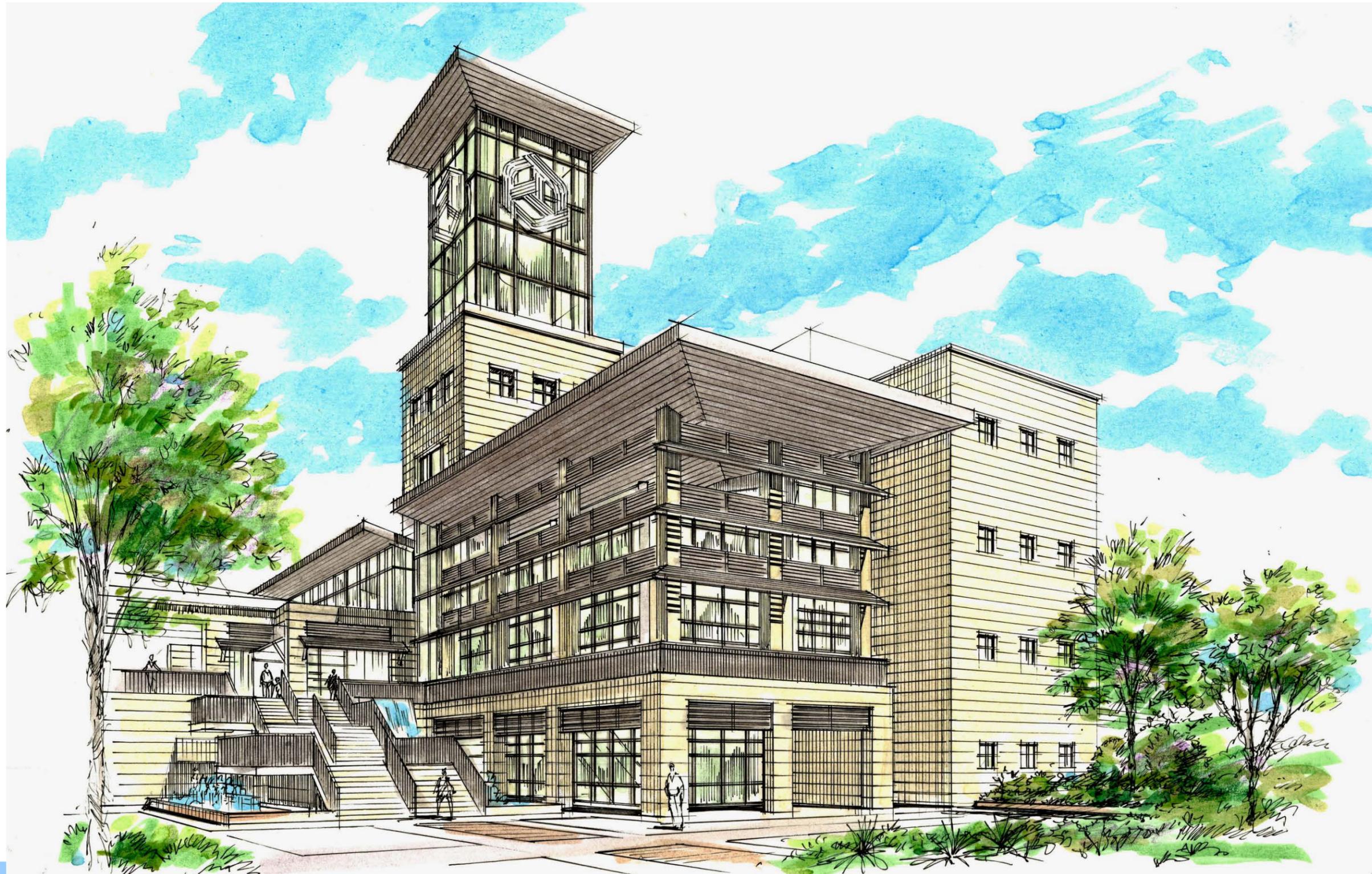
Site Plan – Phase One



View From Entry



View from Plaza



Roundabout and Entry

