



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

REGULAR MEETING

October 23, 2014

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Moment of Silence and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Regular Meeting of October 9, 2014

2. **PRESENTATION**

Proclamation 14-09 declaring November 1 through November 8, 2014 as the Week of the Family – Mayor Rees

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

A. **Ordinance 14-38:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.32 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED AT 203 SOUTH MAIN STREET AT THE SOUTHEAST CORNER OF SOUTH MAIN STREET AND EAST SMITH STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL-NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, subject to conditions **with the second reading and public hearing being scheduled for November 13, 2014** - Community Development Planner Pash

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

A. **Ordinance 14-32:** 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 TO CITY SUBURBAN RESIDENTIAL FOR PROPERTY GENERALLY DESCRIBED AS 64.39 ± ACRES GENERALLY LOCATED EAST OF AVALON ROAD ON THE NORTH AND SOUTH SIDE OF SUNRIDGE BOULEVARD AT 505 AND 807 AVALON ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Planner Pash

B. **Ordinance 14-33:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 68.09 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF AVALON ROAD ON THE NORTH AND SOUTH SIDE OF SUNRIDGE BOULEVARD AT 505 AND 807 AVALON ROAD AND 14966 SIPLIN ROAD, FROM NO ZONING (NZ) AND R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE IOTA SESSIONS PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Planner Pash

C. **Ordinance 14-39:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

D. **Ordinance 14-40:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET

AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY LOW MEDIUM DENSITY RESIDENTIAL TO CITY RESIDENTIAL NEIGHBORHOOD COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- E. **Ordinance 14-41:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – Community Development Planner Pash

5. **PUBLIC HEARING MATTERS**

- A. Consider condemning property located at 865 Klondike Street, Winter Garden, Florida; **Owner:** Todd S. Wheeler – Code Enforcement Manager Pash
B. Consider condemning property located at 249 Center Street, Winter Garden, Florida; **Owners:** Betty Brunson, Freddie Anderson, Johnnie Anderson, Ruby Kendrick, and Shirley Anderson – Code Enforcement Manager Pash

6. **REGULAR BUSINESS**

- A. Recommendation to approve Waterside on John’s Lake Phase II Developer’s Agreement – Community Development Planner Pash
B. Recommendation to approve and authorize the Mayor to execute an Interlocal Agreement for Police Dispatching Services for the City of Ocoee – Police Chief Brennan
C. Appointments to the Planning and Zoning Board for expiring terms of Rohan Ramlackhan, Millard (Mac) McKinney, James Dunn, and Eric Weiss for three year terms ending October 2017 – City Clerk Golden
D. Appointments to the Police and Fire Pension Board for expiring terms of Trustees Erik Halluska and Joe Morabito for two-year terms ending November 2016

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

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

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

- A. Discussion and consideration of a draft ordinance creating a zoning for medical marijuana production and distribution
B. Discussion on cancelling regular City Commission meetings of November 27 and December 25, 2014 and closing city offices for the holidays December 26, 2014 and January 2, 2015

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on November 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.

Persons in attendance at the City Commission meeting are invited to stand during the moment of silence and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in or rise for any moment of silence that is offered or to rise for or recite the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the moment of silence or Pledge of Allegiance if you do not wish to participate in or witness same in accordance with Resolution 14-05.

	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 Department (407) 656-4111 x5455.
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CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

October 9, 2014

A **REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Pro-Tem Buchanan at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. A Moment of Silence and Pledge of Allegiance were given.

Present: Mayor Pro-Tem Bob Buchanan, Commissioners Kent Makin (*arrived at 6:43 p.m.*), Robert Olszewski and Colin Sharman

Absent: Mayor John Rees

Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, Assistant City Clerk Angee Grimmage, Assistant City Manager - Administrative Services Frank Gilbert, Community Development Director Ed Williams, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Police Chief George Brennan, Economic Development Director Tanja Gerhartz and Code Enforcement Manager Stephen Pash

1. **APPROVAL OF MINUTES**

Motion by Commissioner Olszewski to approve budget hearings and regular meeting minutes of September 25, 2014 as submitted. Seconded by Commissioner Sharman and carried unanimously 3-0.

2. **OATH OF OFFICE FOR NEW DEPUTY FIRE CHIEF**

Fire Chief McGrew introduced and administered the Oath of Office to the new Deputy Fire Chief Jose P. Gainza, Jr.

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

A. **Ordinance 14-39:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE 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 14-40:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE

COUNTY LOW MEDIUM DENSITY RESIDENTIAL TO CITY RESIDENTIAL NEIGHBORHOOD COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- C. **Ordinance 14-41:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-39, 14-40, and 14-41 by title only. Community Development Director Williams stated that this is a voluntary annexation of a small parcel north of State Road 50 on Vineland Road. Several other parcels in this area have come in under similar zoning and land use designation. These have been reviewed by the Planning and Zoning Board and staff, who recommend approval.

Mayor Pro-Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Olszewski to approve Ordinance 14-39, 14-40, and 14-41 with the second reading and public hearing being scheduled for October 23, 2014. Seconded by Commissioner Sharman and carried unanimously 3-0.

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

- A. **Ordinance 14-22:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 38.655 ± ACRES LOCATED AT 17806 MARSH ROAD ON THE SOUTH SIDE OF MARSH ROAD AT THE WESTERN BOUNDARY OF ORANGE COUNTY 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 14-23:** 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 38.655 ± ACRES LOCATED AT 17806 MARSH ROAD ON THE SOUTH SIDE OF MARSH ROAD AT THE WESTERN BOUNDARY OF ORANGE COUNTY FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-22 and 14-23 by title only. Community Development Director Williams stated that this is the second reading of a voluntary

annexation for a large parcel of property on Marsh Road. Both Ordinances have been reviewed by staff and the Planning and Zoning Board and they both recommend approval.

Mayor Pro-Tem Buchanan asked if there had been any public meetings. Mr. Williams responded yes, on every one of these staff conducts public meetings to get input. He explained that a rural settlement group is very interested in these and often attend the meetings and discuss the issues. He noted the meetings are held; that is why you don't see objections brought to the City Commission meeting as they are resolved prior to bringing them forward.

Mayor Pro-Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Olszewski to adopt Ordinance 14-22 and 14-23. Seconded by Commissioner Sharman and carried unanimously 3-0.

Commissioner Makin arrived at this point in the meeting.

- C. **Ordinance 14-24:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 9.527 ± ACRES LOCATED ON THE SOUTH SIDE OF SEIDNER ROAD AT THE WESTERN BOUNDARY OF ORANGE COUNTY INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 14-25:** 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 9.527 ± ACRES LOCATED ON THE SOUTH SIDE OF SEIDNER ROAD AT THE WESTERN BOUNDARY OF ORANGE COUNTY FROM ORANGE COUNTY VILLAGE TO CITY URBAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-24 and 14-25 by title only. Community Development Director Williams stated that this is a voluntary annexation and request for future land use designation on a 9.5 acre parcel. This has been reviewed by Planning and Zoning and staff and both recommend approval. He noted that this does not include the zoning that will have to come back later for review by the City Commission.

Mayor Pro-Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Motion by Commissioner Olszewski to adopt Ordinances 14-24 and 14-25. Seconded by Commissioner Sharman and carried unanimously 4-0.

5. PUBLIC HEARING MATTERS

A. Consider condemning property located at 227 10th Street, Winter Garden, Florida; Owner: FP Consultants LLC as Trustee for Land Trust 227-10

Community Development Director Williams stated that the City has spent these past two weeks meeting with the owner and other interested parties; re-evaluating the issues associated with this matter. Staff is requesting permission to purchase this property from the current owners for a fee of \$12,000.00. He stated after the City takes ownership, a more thorough evaluation can be done. He stated that what the City knows today, based on information from the Building Official, the structural integrity of the building is such that it would be better to take it down. He noted that staff believes this would be the fairest and easiest way to address this problem. He recommended that staff be authorized to purchase the property for \$12,000.00.

Mayor Pro-Tem Buchanan opened the public hearing.

Daniel Kuhl, 438 N. Woodland Street, Winter Garden, Florida, stated that he is here representing the Masonic Lodge No. 165 of Winter Garden. Should the City decide to purchase the property, the Masonic Lodge has authorized him to ask the City if they can recover the cornerstone and any masonic material located there for historical preservation purposes.

Mr. Williams noted that this had not been previously discussed but knowing how this City protects its heritage, staff will be more than happy to provide them with the cornerstone and any historically significant parts of the building.

Mayor Pro-Tem closed the public hearing.

Commissioner Olszewski clarified that the City Commission is voting on the sale of the property. Mr. Williams answered yes. Commissioner Olszewski thanked the owners of FP Consultants for working with the City because this is very important to District 3 and East Winter Garden.

Motion by Commissioner Olszewski to approve the City's purchase of property located at 227 10th Street, Winter Garden, Florida for \$12,000.00 and authorize the City Manager to execute any necessary contracts and closing documents. Seconded by Commissioner Sharman and carried unanimously 4-0.

B. Consider condemning property located at 301 Center Street, Winter Garden, Florida; Owner: 28.51 Orange III, LLC

Code Enforcement Manager Pash stated that this property is located at 301 Center Street and consists of four dilapidated homes. He noted that one of the homes is actually occupied but is in such poor condition that the Police Officers are working with the tenant to find her and her son a new place to live. He noted that these buildings are in horrible condition. Due to the buildings condition, the Building Official and Code Enforcement have determined that they present a danger to the surrounding area. Staff recommends that these buildings be condemned. He asked the City Commission to move forward with condemnation and authorize staff to demolish the buildings.

Mayor Pro-Tem Buchanan opened the public hearing; hearing and seeing none, he closed the public hearing.

Commissioner Olszewski asked for clarification from Code Enforcement Manager Pash that the four homes on this property has one that is currently being lived in but is a condemnable building. Mr. Pash replied that is correct. Commissioner Olszewski voiced his concern about our citizen, a City of Winter Garden resident, living in this building and our Police are involved. He asked if there is any type of criminal investigation. Mr. Pash responded that she has lived there for a long time and the previous owner was collecting rent. The Police have been trying to assist her in finding a new place that she can afford. He shared that they have also planned to talk with Pastor Scott to see if there is anything that he has that could help with her finding a new place. Commissioner Olszewski expressed that he just wanted to be sure that the City is doing right by our residents because it breaks his heart to know that a mother and son are living in a condemned building.

Motion by Commissioner Olszewski to approve condemning property located at 301 Center Street, Winter Garden, Florida. Seconded by Commissioner Sharman and carried unanimously 4-0.

C. Consider condemning property located at 281 Center Street, Winter Garden, Florida; Owners: Emmitt Charles Haggins and Edward Lee Johnson

Code Enforcement Manager Pash stated that this property also has four dilapidated homes on it, none of which are inhabited. He noted that with the condition of these homes, Code Enforcement and the Building Official have determined that they are in a dilapidated state, boarded up, and are a hazard to the surrounding area. Staff has notified all of the owners and advertised in the newspaper as required. Staff recommends the City Commission approve these condemnations and authorize staff to move forward with demolition of the four buildings.

Mayor Pro-Tem Buchanan opened the public.

Charlie Mae Wilder, 813 E. Bay Street, Winter Garden, Florida, thanked the City Commission for doing something about those buildings. She shared that it took her over two years to sell her property because of the condition of those houses.

Mayor Pro-Tem closed the public hearing.

Commissioner Olszewski echoed what Ms. Wilder stated and thanked everyone involved. He shared that without a doubt the resounding chorus he hears coming out of District 3 is please do something about the abandoned and dilapidated homes. He and the residents of East Winter Garden can't thank staff enough for all their efforts on this.

Motion by Commissioner Olszewski to approve condemnation of property located at 281 Center Street, Winter Garden, Florida. Seconded by Commissioner Sharman and carried unanimously 4-0.

6. **MATTERS FROM PUBLIC**

Charlie Mae Wilder, 813 E. Bay Street, Winter Garden, Florida, requested support from the City for the 8th Annual Veterans and Family of Veterans appreciation event. She shared that the program has grown. They have many military families that they are honoring. She asked for a donation of \$200.00, which includes an advertisement in the front inside program cover.

Commissioner Sharman noted that the City has done this in the past. **Motion by Commissioner Sharman to approve donating \$200.00 to the Veterans and Veterans' Family appreciation event. Seconded by Commissioner Olszewski and carried unanimously 4-0.**

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

8. **MATTERS FROM CITY MANAGER** – There were no items.

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman reminded everyone about the MusicFest event this weekend.

Commissioner Olszewski stated that the City of Winter Garden, through the West Orange Junior Service League, hosted the Oakland Park 5K. He shared that his wife is a member of the West Orange Junior Service League and proceeded to present City Attorney Ardaman with his third place medal for his age group.

Commissioner Olszewski thanked the Police and Fire Department for a great event, the National Night Out at the Winter Garden Village. He thanked all the sponsors involved. He also said he will see everyone at the MusicFest.

The meeting adjourned at 6:58 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

DRAFT



Proclamation

14-09

Whereas, the City of Winter Garden is blessed with a multitude of families – an essential part of the cultural, social, and spiritual fabric of our community; and

Whereas, the City of Winter Garden recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

Whereas, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers, and families themselves; and

Whereas, during the week of Sunday, November 1 through Saturday, November 8, 2014, City of Winter Garden residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year; and

Whereas, during this week, we urge the residents of the City of Winter Garden to join other agencies and organizations throughout the state to honor and celebrate our families;

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to hereby proclaim the week of Sunday, November 1 through Saturday, November 8, 2014, as

“WEEK OF THE FAMILY”

in the City of Winter Garden, and urge all citizens to share in this occasion.

In witness whereof, I have hereunto set my hand and caused the City Seal to be affixed this 23rd day of October, 2014.

Mayor John Rees

Attest:

Kathy Golden, City Clerk



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: October 16, 2014

Meeting Date: October 23, 2014

Subject: 203 S. Main Street
Joy & Ron Tewson
Rezoning
PARCEL ID# 23-22-27-0644-00-010

Issue:

The applicant is requesting to rezone 0.32± acres of land from R-2 Residential Zoning District to R-NC Residential Neighborhood Commercial Zoning District.

Discussion:

The subject property consists of a 0.32 ± acre lot located at 203 South Main Street at the southeast corner of South Main Street and East Smith Street. The R-2 zoned property currently contains three residential housing units. The applicant is now requesting to rezone the property to R-NC Residential-Neighborhood Commercial District, which is consistent with the existing Residential-Neighborhood Commercial FLU designation as well as the character of the surrounding area. (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 14-38 with second reading and adoption scheduled for the November 13, 2014 meeting, subject to the conditions of the attached Staff Report.

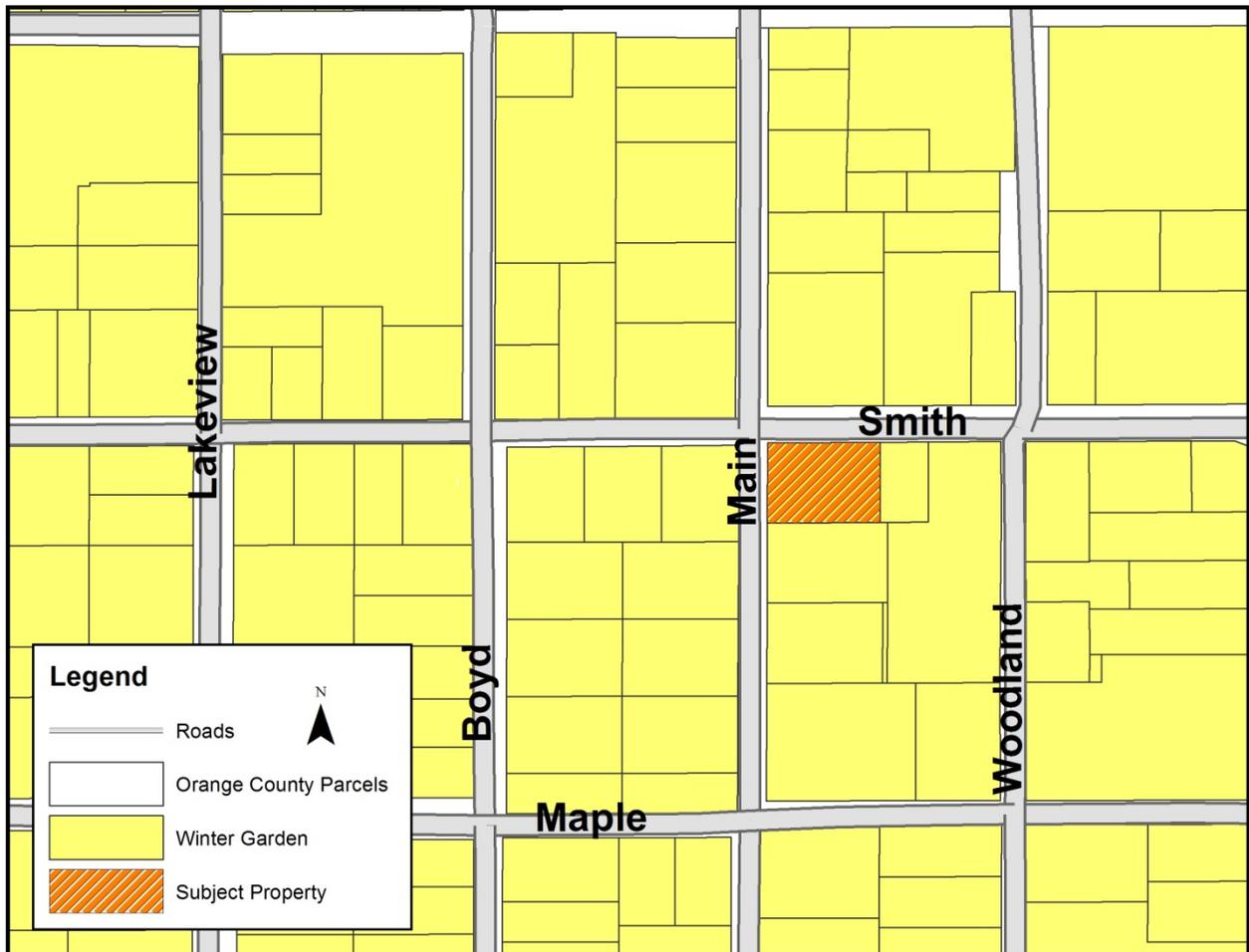
Attachment(s)/References:

Location Map
Ordinance 14-38
Staff Report dated 9-25-2014

LOCATION MAP

203 S Main Street
ORDINANCE 14-38

REZONING



ORDINANCE 14-38

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.32 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED AT 203 SOUTH MAIN STREET AT THE SOUTHEAST CORNER OF SOUTH MAIN STREET AND EAST SMITH STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL-NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.32 ± acres of land located at 203 South Main Street at the southeast corner of South Main Street and East Smith Street and legally described in **ATTACHMENT “A”** of this ordinance has petitioned the City to rezone said property from City R-2 Residential District to City R-NC Residential-Neighborhood Commercial District zoning classification, therefore; and

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

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

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

SECTION 1: Rezoning. The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described in ATTACHMENT “A,” is hereby rezoned from City R-2 Residential District to City R-NC Residential-Neighborhood Commercial District in the City of Winter Garden, Florida.

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

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

SECTION 4: Effective Date. This Ordinance shall become effective 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

Parcel ID # 23-22-27-0644-00-010

LOT 1, (LESS THE EAST 10') ANNIE L. BERRY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 129, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO, BEGINNING AT SOUTHWEST CORNER OF SAID LOT 1, OF ANNIE L. BERRY'S SUBDIVISION, RUN S 7', THENCE E 140' THENCE N 7', THENCE WEST 140' TO THE POINT OF BEGINNING, BEING 7' JUST SOUTH OF AND ADJACENT TO SAID LOT 1 OF ANNIE L. BERRY'S SUBDIVISION.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

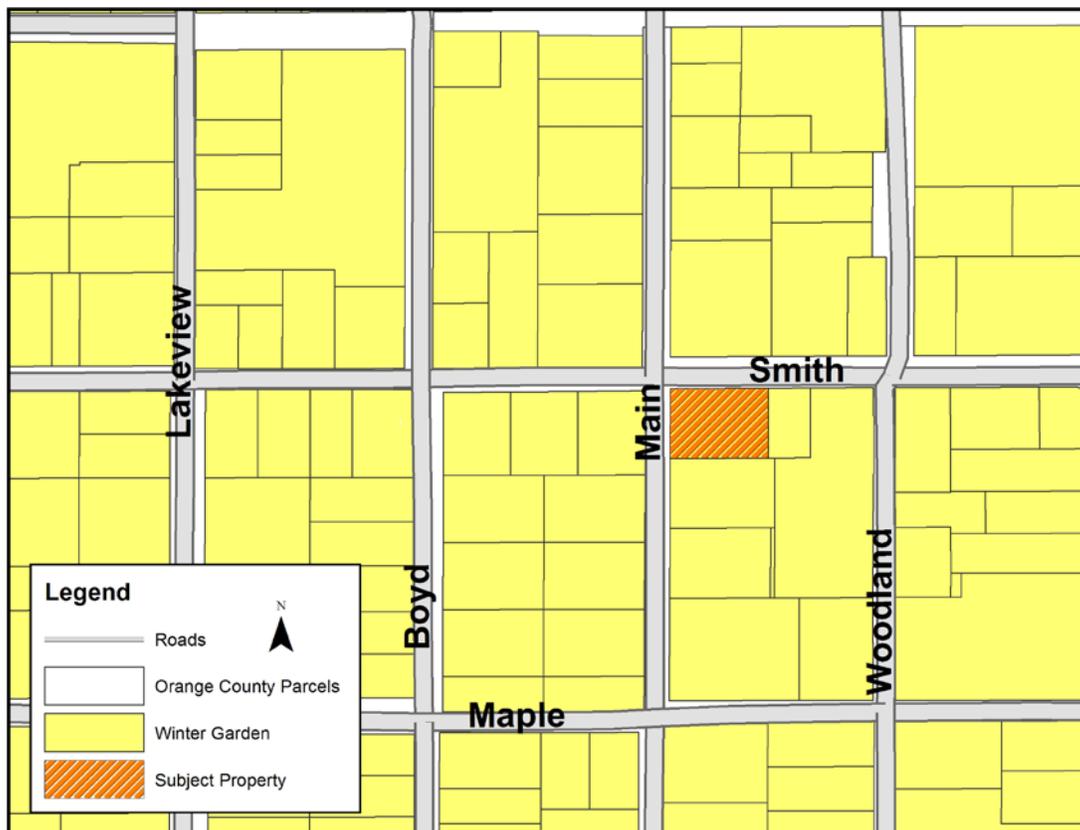
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: SEPTEMBER 25, 2014
SUBJECT: REZONING (R-2 to R-NC)
203 S MAIN STREET (0.32 +/- ACRES)
PARCEL ID #: 23-22-27-0644-00-010
APPLICANT: Joy & Ron Tewson

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 203 S Main Street and is approximately 0.32 ± acres. The map below depicts the subject property within the City's jurisdictional limits:



The property is located within the City of Winter Garden jurisdictional limits, is zoned R-2 Residential District, and has a Future Land Use Designation of NC Residential Neighborhood Commercial. The applicant is now requesting to rezone the property to R-NC Residential-Neighborhood Commercial District, which is consistent with the existing NC Residential-Neighborhood Commercial FLU designation.

EXISTING USE

The subject property contains several residential structures. The main 2,100-square-foot single-story building on the site was constructed in 1916, and it was later converted from a single-family residential house to a two-unit building. One additional housing unit- a 900-square-foot guest house built in 1918- is located in the rear yard. A 400-square-foot carport structure is also located in the rear yard adjacent to E Smith Street; it's attached to the guest house. The owner currently rents out all three housing units. The property is located just outside the Winter Garden Historic Downtown District.

ADJACENT LAND USE AND ZONING

The property located to the north of the subject property is zoned C-1 (Central Commercial District) and is located within the City of Winter Garden municipal limits. Although it's within a commercial zoning district, the parcel is currently both developed and used as a residential property. This property is also located within the Historic Downtown District. The properties to the east, west, and south of the subject property are all zoned R-2 (Residential District) and are located within the City of Winter Garden municipal limits. The property to the west is contains a duplex building, and the property to the east contains a single-family house. The property to the south contains several residential structures including a duplex, a detached residential unit, and various accessory structures.

PROPOSED USE

If the zoning application is approved, the applicant is planning to put the property on the market. Several individuals have expressed interest in retrofitting the property to accommodate low intensity commercial uses such as offices and small neighborhood retail establishments, which are allowed by the R-NC Zoning District through the Special Exception Permit process. Currently, the property has not received approvals for any non-residential uses.

STAFF ANALYSIS

The property is largely consistent with the Comprehensive Plan Policy for Residential-Neighborhood Commercial Properties. According to Policy 1-1.2.6:

Residential-Neighborhood Commercial. Properties designated with the Residential-Neighborhood Commercial land use category are required to be developed at a floor area ratio not greater than 0.35. Gross residential density shall be not greater than 6 dwelling units per acre. All uses shall have a maximum height of 35 feet. This designation shall provide for permitted low density residential uses and neighborhood commercial and

professional uses. The mix should have a minimum of 80% residential uses. Uses should be located on collector and minor arterial streets close to low density residential areas. The zoning classifications that are consistent with the Residential Neighborhood Commercial classification is RNC and INT.

The subject property is developed with a floor area ratio that is less than 0.35. It's also located on a collector road; Main Street is considered a collector from Smith Street south to where it intersects with Vineland Road. No building on the site exceeds 35 feet in height and the entire property is currently used residentially. In addition, the proposed R-NC zoning designation is consistent with the Residential-Neighborhood Commercial FLU list of permitted zoning classifications. The only portion of the policy with which the property does not comply is the maximum allowed gross residential density of six dwelling units per acre- the property exceeds this density as it currently contains three dwelling units on a $0.32 \pm$ acre parcel of land. However, if the current plans for the parcel materialize and the property is retrofitted to accommodate neighborhood commercial uses, it will no longer contain a number of dwelling units in excess of what's permitted by Policy 1-1.2.6.

Although the property is located outside a designated Activity Center as defined on Future Land Use Map 1.3 in the Comprehensive Plan, the subject parcel is still situated in a highly visible, well-trafficked corner directly adjacent to Downtown. The property is located at corner of Smith Street and Main Street, which are two corridors that are positioned to experience even greater volumes of vehicular and pedestrian traffic in the near future. Main Street has been identified in the Comprehensive Plan as a Residential-Neighborhood Commercial corridor, spanning from the subject property south on Main Street, continuing after Main transitions into Vineland Road towards State Route 50. Several properties along this corridor have recently rezoned from Residential to Residential-Neighborhood Commercial, and this trend is anticipated to continue as the City's growth stimulates a greater mixture of uses in these FLU designated areas.

Smith Street, which runs east-west along the southern limits of the Historic Downtown District, is another corridor poised to experience an increase in traffic volumes and a growth of mixed-uses. Smith has been identified as the main collector road for the new municipal parking garage. In anticipation of the garage, the City has also identified key road improvements for Smith Street including construction of new sidewalks and the possible development of a roundabout at the corner of Smith and Dillard. These improvements will only increase Smith's viability as a main vehicular and pedestrian access route to Downtown locations- both existing and those slated for future development such as the Plant Street Market and the former Planning Department site. Additionally, Smith Street has been identified as the main corridor for the new Winter Garden Arts District. The creation of the Arts District includes the development of a new program whereby residential properties along Smith Street have the option of converting a portion of their dwelling units to retail gallery spaces for live-in artists.

Because both Smith Street and Main Street have begun the transition into more highly-trafficked, mixed-use corridors, the subject property's proposed residential-neighborhood commercial zoning would be consistent with the changing character of the district.

PUBLIC FACILITY ANALYSIS

The City will continue providing garbage collection, police protection, City utilities, and all other

services regularly provided to City of Winter Garden residents. 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 on the basis that:

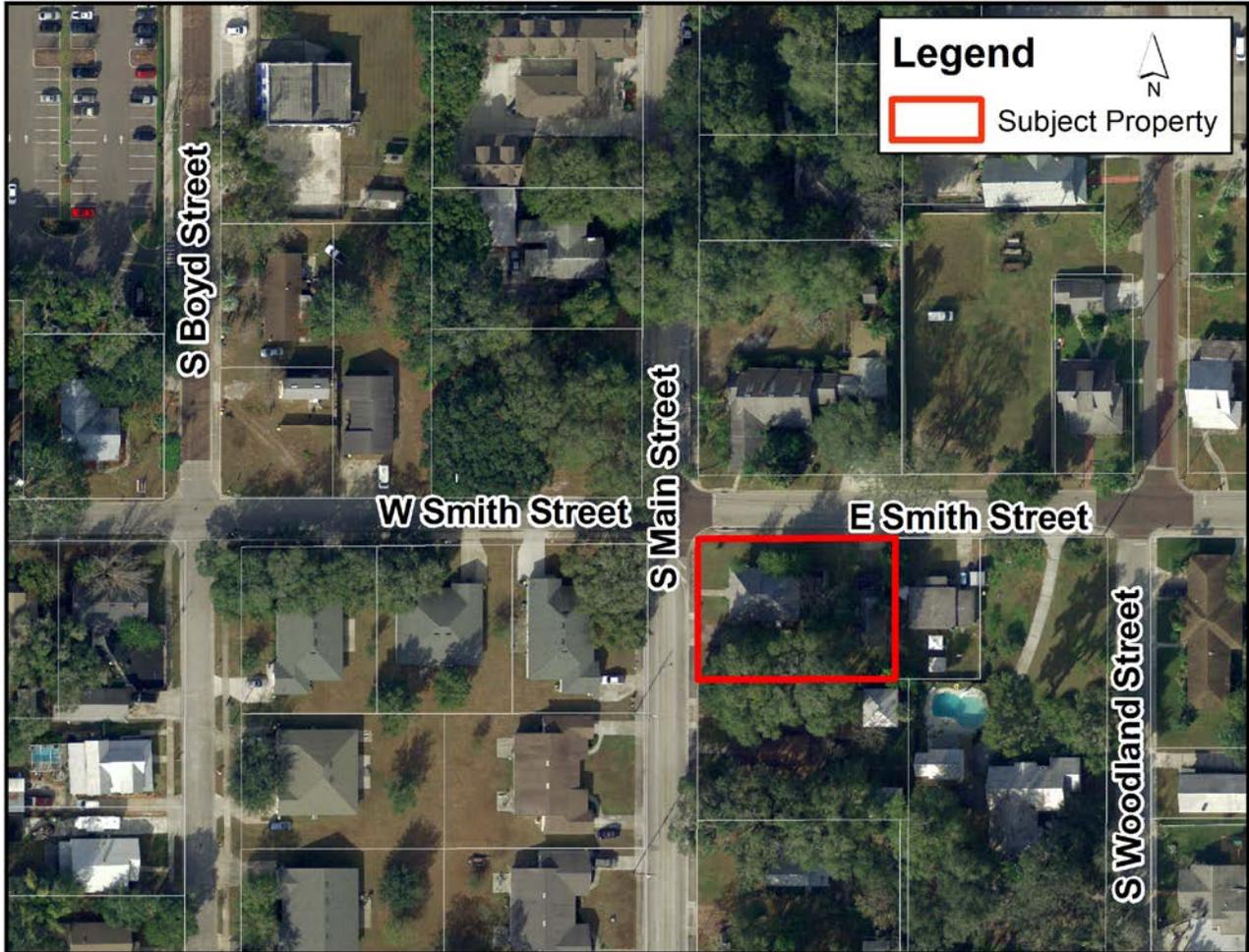
1. It is consistent with the existing Future Land Use designation.
2. It is consistent with the policies of the Comprehensive Plan.
3. It is consistent and compatible with adjacent development.
4. It is consistent and compatible with the character of the Smith Street and Main Street corridors.
5. It can meet all concurrency requirements of the City.

Staff would therefore recommend approval subject to the following condition:

1. After rezoning, any proposed commercial uses on the property will need to procure a Special Exception Permit approval from the Planning & Zoning Board prior to start of operations. Conditions of approval will include any required commercial upgrades to the site or building, as well as all necessary buffering from surrounding residential properties.

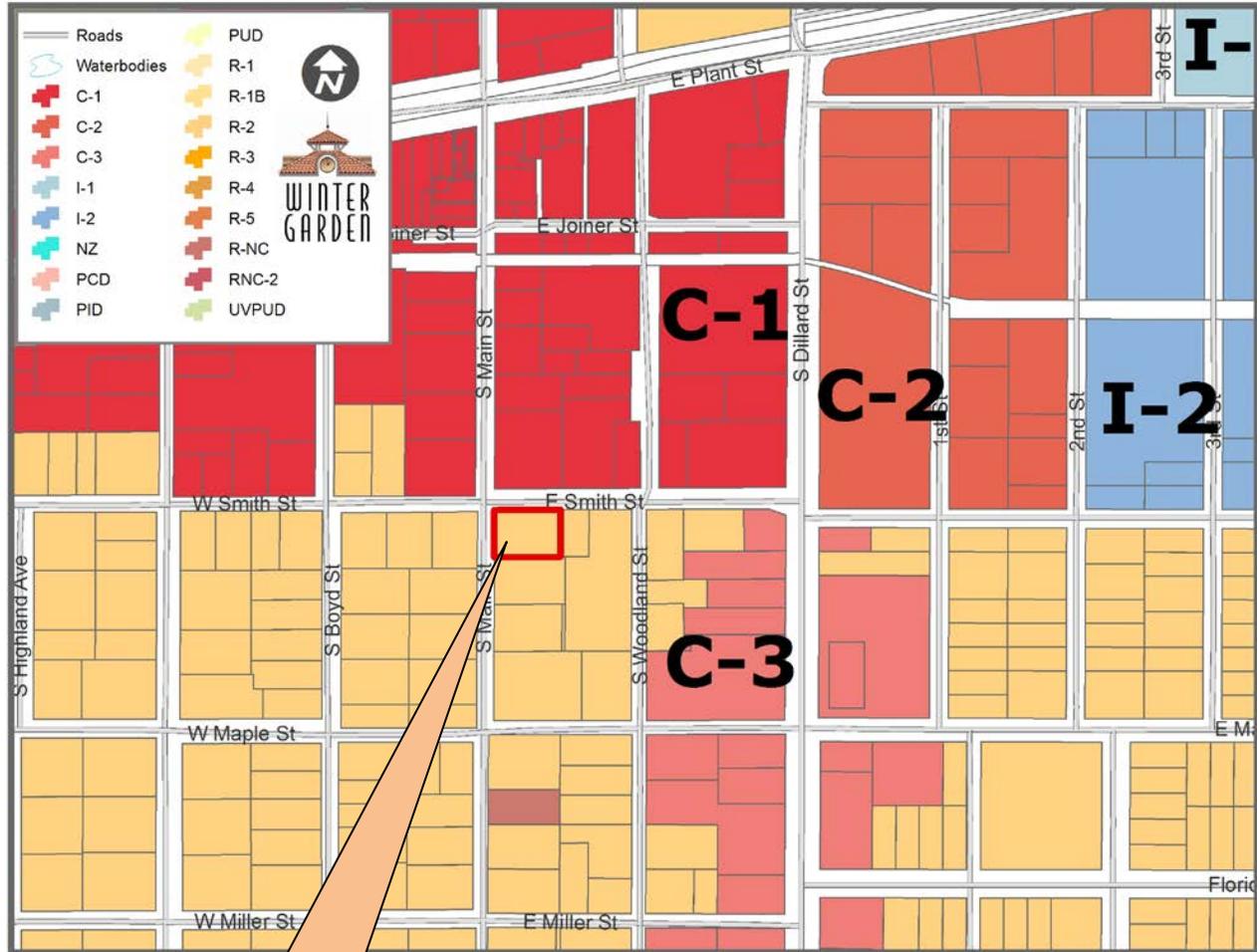
AERIAL PHOTO

203 S Main Street



ZONING MAP

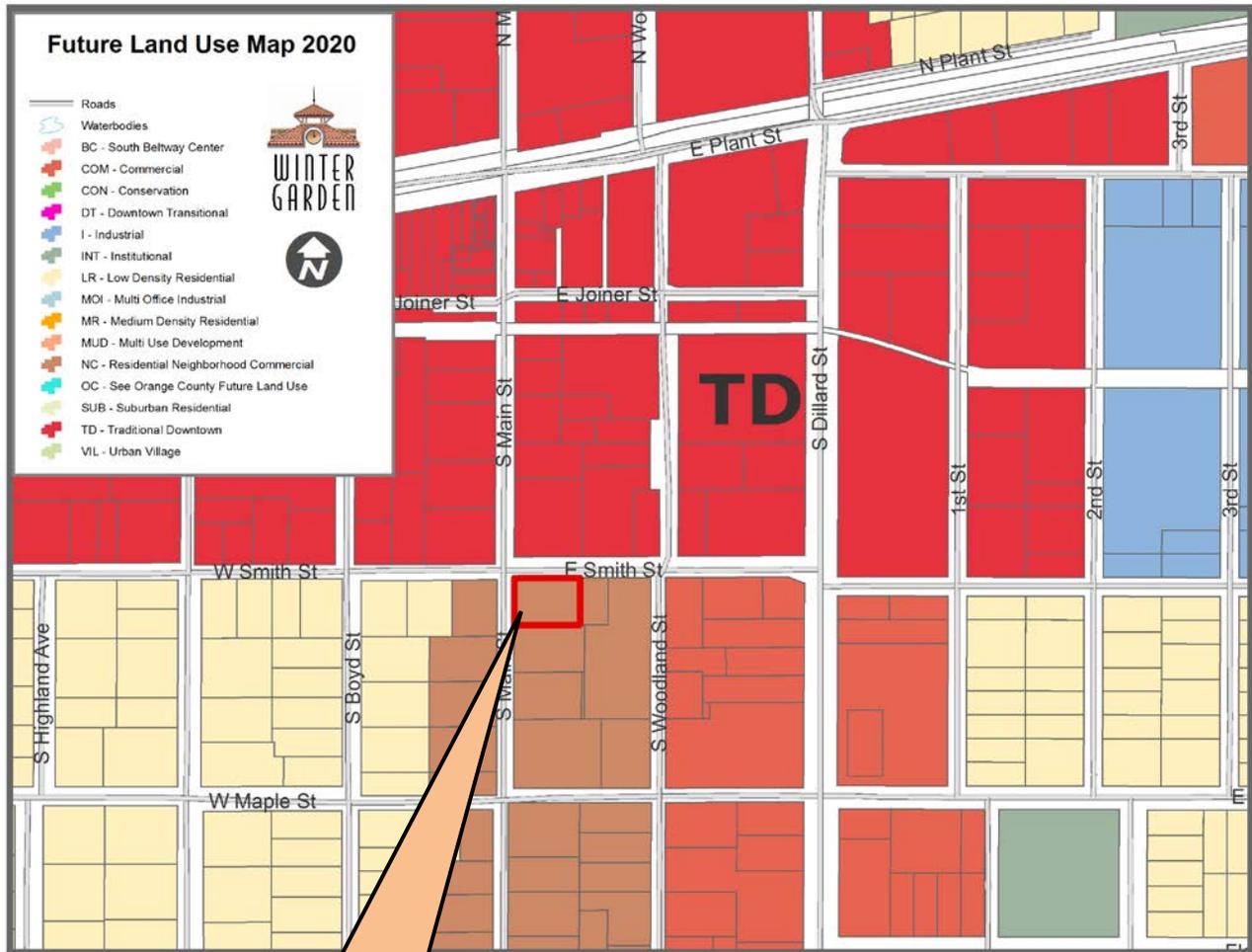
203 S MAIN STREET



**Subject property change
from City R-2 to R-NC**

FUTURE LAND USE MAP

203 S Main Street



**Subject property existing
NC Residential
Neighborhood Commercial
FLU**

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: October 15, 2014

Meeting Date: October 23, 2014

Subject: 505 & 807 Avalon Road
IOTA Sessions, LLC
Future Land Use Map Amendment
PARCEL ID# 27-22-27-0000-00-068, 34-22-27-0000-00-003

Issue:

The property owner requests to amend the future land use designation of the property from Orange County Rural to City Suburban Residential.

Discussion:

The property owner previously pursued a future land use map amendment with the City in 2006. Due to resistance by the property owner to participate in the SunRidge Blvd Proportionate Fair Share Agreement, the City failed to adopt the future land use map amendment.

The Large Scale Comprehensive Plan Amendment was transmitted to the Florida Department of Economic Opportunity and all applicable review agencies for review in August of this year. The review agencies did not identify any substantially adverse impacts that would be created by this amendment if adopted.

Recommended Action:

Staff recommends approval and adoption of Ordinance 14-32 amending the Future Land Use Map of the Comprehensive Plan by changing the future land use designation of the 64.39 +/- acre property from Orange County Rural to City Suburban Residential.

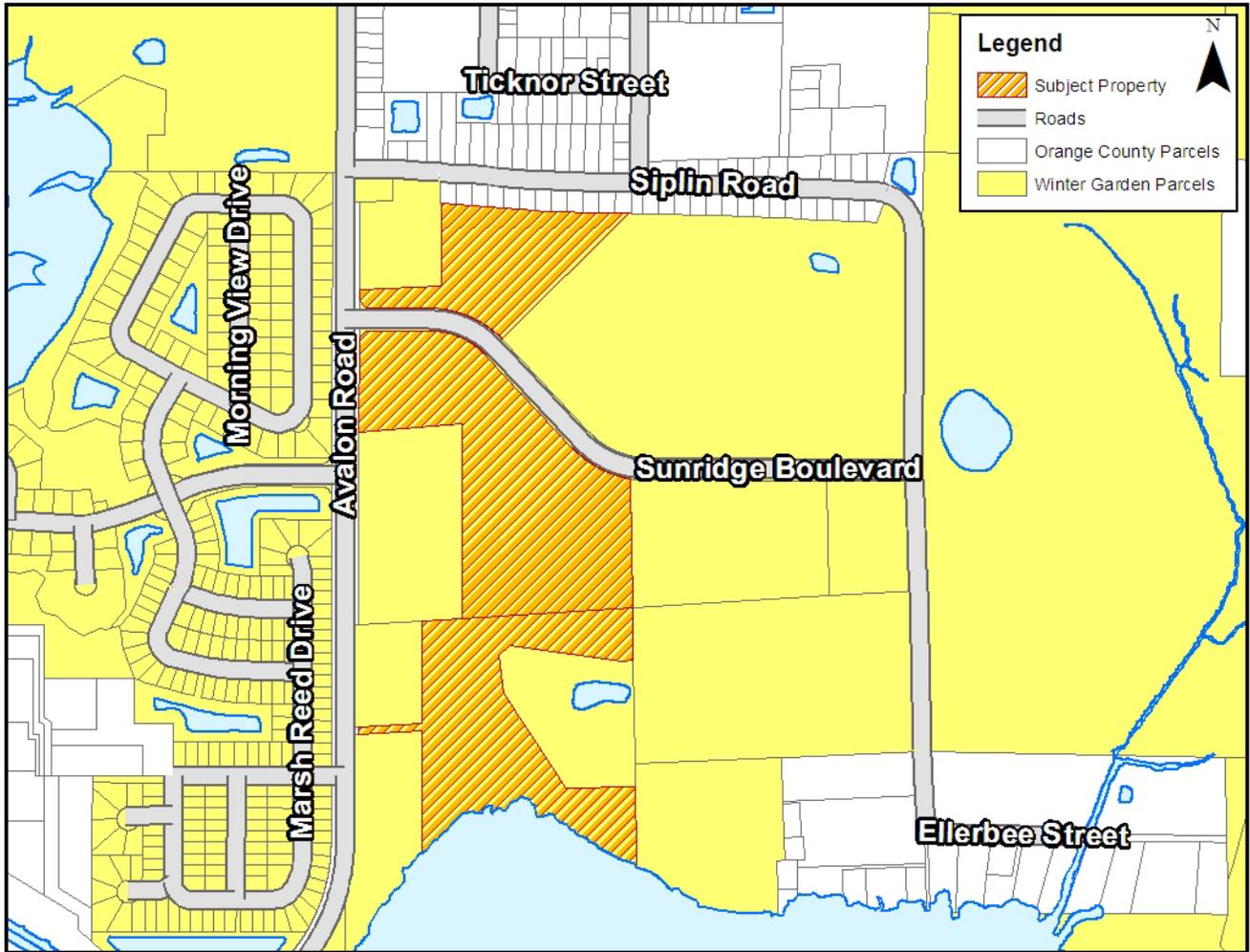
Attachment(s)/References:

Location Map
Ordinance 14-32
Staff Report

LOCATION MAP

ORDINANCE 14-32

505 & 807 AVALON ROAD (64.39 +/- ACRES)



ORDINANCE 14-32

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 TO CITY SUBURBAN RESIDENTIAL FOR PROPERTY GENERALLY DESCRIBED AS 64.39 ± ACRES GENERALLY LOCATED EAST OF AVALON ROAD ON THE NORTH AND SOUTH SIDE OF SUNRIDGE BOULEVARD AT 505 AND 807 AVALON ROAD; 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 64.39 ± acres of land generally located east of Avalon Road on the north and south side of SunRidge Boulevard at 507 and 807 Avalon Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Rural to City Suburban 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 Suburban 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

PARCEL ID#: 27-22-27-0000-00-068

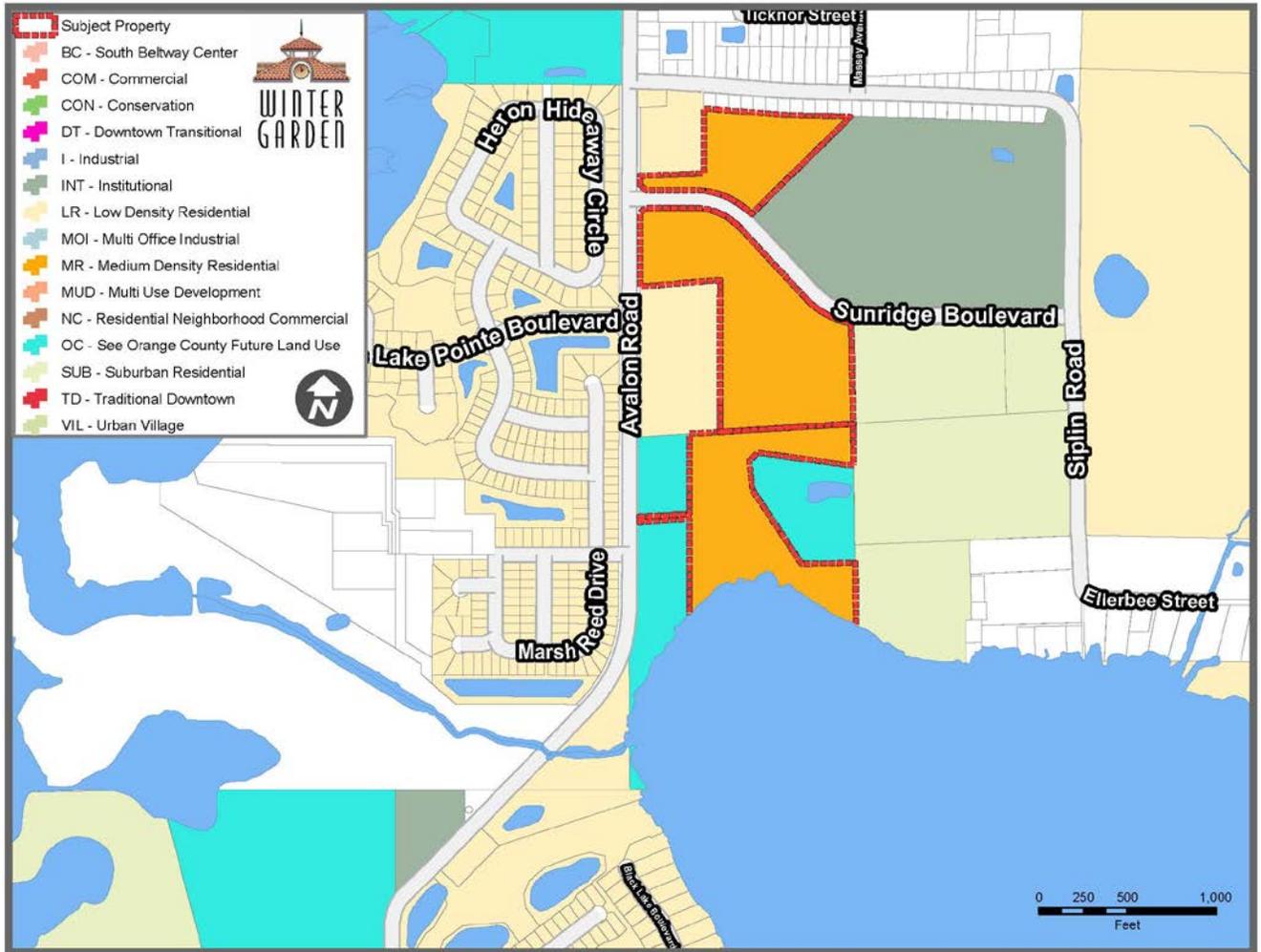
THE S1/2 OF SW1/4 (LESS S 185 FT OF W 515 FT & LESS N 517.34 FT OF W 421 FT & LESS RD R/W) & (LESS BEG AT NW COR OF SW1/4 OF SW1/4 RUN N 87 DEG 33.02 FT S 6.14 FT S 88 DEG E 169.17 FT ELY 198.79 FT S 85 DEG E 20.21 FT S 120.42 FT S 85 DEG E 457.01 FT S 88 DEG E 798.94 FT S 87 DEG E 665.65 FT N 19 DEG E 108.35 FT SELY 228.61 FT E 60.46 FT N 1 DEG E 348.53 FT W TO POB) IN SEC 27-22-27 & IN SEC 34-22-27 THE N1/2 OF NW1/4 OF NW1/4 (LESS W 515 FT) & BEG N1/4 COR OF SEC 34-22-27 TH S 02 DEG E 231.9 FT W TO W LINE NE1/4 OF NW1/4 TH N 123.77 FT E TO POB (LESS E 8 FT R/W PER OR 1753/0559-0563) & (LESS THAT PT LYING ELY OF SIPLIN RD) & (LESS COMM NW COR OF SW1/4 OF SW1/4 OF SEC 27-22-27 RUN S00-07-58W 616.91 FT S89-52-02E 369.95 FT TO PT ON CURVE CONCAVE SWLY RAD 430 FT CHORD BEARING OF S67-09-09E RUN SELY ALONG ARC CENT ANG 45-25-45 FOR 340.94 FT TO POB TH CONT SELY ALONG ARC CHORD BEARING S43-42-18E CENT ANG 01-27-57 FT FOR 11 FT TH RUN S42-58-20E 619.75 FT TO PT ON CURVE CONCAVE NELY RAD 370 CHORD BEARING S66-20-36E RUN NELY ALONG ARC CENT ANG 46-44-32 FOR 301.85 FT TH RUN S89-42-52E ALONG LINE PARALLEL WITH & 30 FT NELY OF S LINE DESC IN 7743/4158 FOR 1128.72 FT TH RUN N01-18-30W 201.20 FT S85-21-34W 7.03 FT N00-19-41W 873.47 FT S89-40-19W 10 FT TO PT ON NON-TANG CURVE CONCAVE SWLY RAD 150 FT TANG BEARING N00-19-41W RUN NWLY ALONG ARC CENT ANG 69-58-49 FOR 183.21 FT S19-41-30W 108.35 FT N87-37-16W 665.65 FT N88-35-49W 423.41 FT S45-33-44W 807.72 FT TO POB) & (LESS COMM NW COR OF SW1/4 OF SW1/4 OF SEC 27-22-27 RUN S00-07-58W 616.91 FT S89-52-02E 369.95 FT TO PT ON CURVE CONCAVE SWLY RAD 430 FT CHORD BEARING S66-25-11E RUN SELY ALONG ARC CENT ANG 46-53-42 FOR 351.94 FT TH RUN S42-58-20E 619.75 FT TO PT ON CURVE CONCAVE NELY RAD 370 FT CHORD BEARING S56-45-53E RUN SELY ALONG ARC CENT ANG 27-38-07 FOR 178.14 FT TO POB TH CONT SELY ALONG ARC CHORD BEARING S80-08-10E CENT ANG 19-09-25 FOR 123.71 FT RUN S89-42-52E 1128.72 FT S01-18-30E 30.01 FT N89-42-52W 1250.09 FT N00-43-04W 50.50 FT TO POB) & (LESS COM AT NW COR OF SW1/4 OF SW1/4 OF SEC 27 TH ALONG SAID SW1/4 OF SW1/4 RUN S00-08-05W 516.91 FT S89-55-59E 21.84 FT TH TO E R/W LINE OF AVALON RD FOR POB TH N87-56-20E 40.03 FT TH S00-04-01W 51.57 FT TH S44-53-57E 42.45 FT TH S 89-51-55E 278.02 FT TO PT ON CURV CONCV SWLY HAVING A RAD OF 450 FT A CENTR ANG OF 45-25-40 A CHORD BEARING & DIST OF S67-09-05E 347.52 FT & AN ARC DIST OF 356.79 FT TH S45-32-55W 20 FT TO A PT ON A CURV CONCV SWLY HAVING A RAD OF 430 FT A CENTR ANG OF 01-27-57 A CHORD BEARING & DIST OF S43-42-12E 11 FT & AN ARC DIST OF 11FT TH S42-58-13E 619.24 FT TO PT ON A CURV CONCV NELY HAVING A RAD OF 370 FT A CENTR ANG OF 27-40-26 A CHORD BEARING & DIST OF S56-48-26E 176.98 FT & AN ARC DIST OF 178.71 FT TH S00-54-31E 44.37 FT TO PT ON A CURV CONV NELY HAVING A RAD OF 450 FT A CENTR ANG OF 37-25-06 A CHORD BEARING & DIST OF N61-40-46W 288.69 FT & AN ARC DIST OF 293.88 FT TH N42-58-13W 550.59 FT TO PT ON A CURV CONCV SWLY HAVING A RAD OF 350 FT A CENTR ANG OF 46-53-42 A CHORD BEARING & DIST OF N66-25-04W 278.54 FT & AN ARC DIST 286.47 FT TH N89-51-55W 277.90 FT TH S 45-06-03W 42.40 FT TH S00-04-01W 415.57 FT TH S85-21-01W 40.14 FT TH N00-04-01E 628.95 FT TO POB)

PARCEL ID#: 34-22-27-0000-00-003

S1/2 OF NW1/4 OF NW1/4 & SW1/4 OF NW1/4 (LESS W 317 FT OF N 452 FT & LESS W 317 FT OF S 1498 FT) & (LESS COM AT NW COR OF NW1/4 OF NW1/4 S00-05-19E 1114.62 FT TH N89-54-41E 30 FT TO POB TH N86-24-51E 30.06 FT TH S00-05-19W 30.06 FT TH S86-24-51W 30.06 FT TH N00-05-19W 30.06 FT TO POB TAKEN FOR R/W) & (LESS COM AT NE COR OF W1/2 OF NW1/4 TH ALONG E LINE OF W1/2 OF NW1/4 RUN S00-54-31E 919.25 FT TO POB TH S00-54-31E 556.08 FT TH S89-05-29W 303.73 FT TH N33-37-04W 501.98 FT TH N06-26-09W 165.43 FT TH N45-59-57E 68.77 FT TH S81-53-33E 496.85 FT TH N89-10-15E 50FT TO POB) OF SEC 34-22-27

ATTACHMENT "B"

Future Land Use Map Amendment



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: JULY 29, 2014

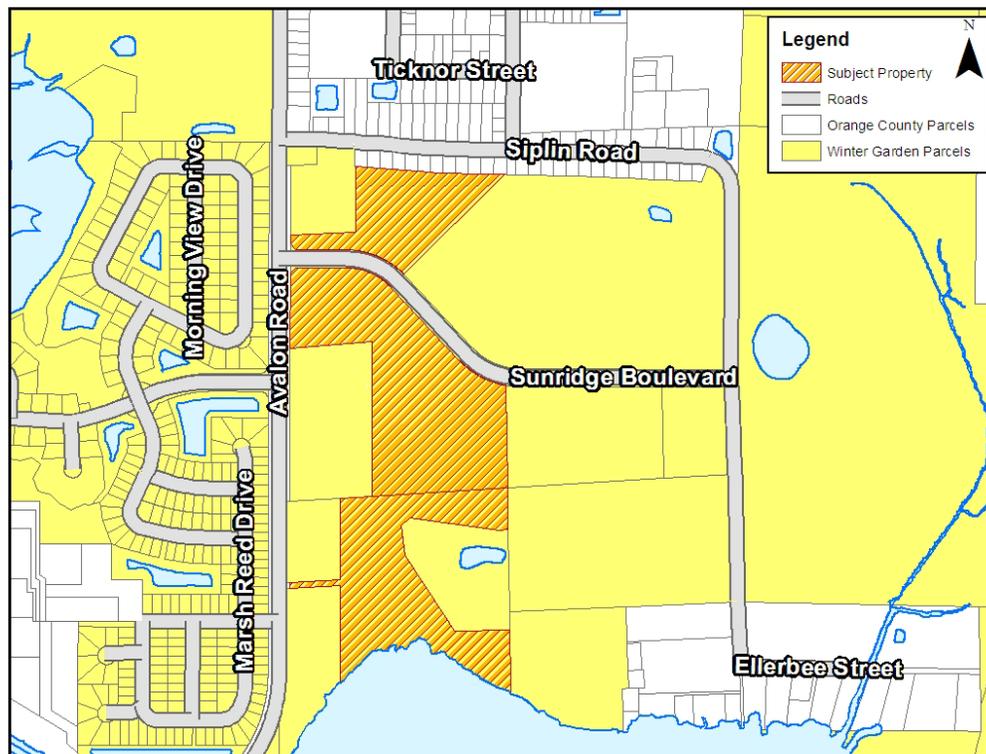
SUBJECT: FUTURE LAND USE MAP AMENDMENT
IOTA SESSIONS PROPERTY
505 & 807 AVALON ROAD (64.39 +/- ACRES)
PARCEL ID #: 27-22-27-0000-00-068, 34-22-27-0000-00-003

APPLICANT: IOTA SESSIONS, LLC

INTRODUCTION

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

The subject property is located at 505 & 807 Avalon Road and is approximately 64.39± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The property owner requests to amend the future land use designation of the property from Orange County Rural to City Suburban Residential. The property owner has submitted application for a rezoning of the subject property to Planned Unit Development (PUD) which has been reviewed concurrently with the application for Future Land Use Map Amendment.

The property owner previously pursued a future land use map amendment with the City in 2006. Due to resistance by the property owner to participate in the SunRidge Blvd Proportionate Fair Share Agreement, the City failed to adopt the future land use map amendment.

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

Policy 1-1.2.2: Suburban Residential. Properties designated with the Suburban Residential land use category are required to be developed at a gross residential density no greater than 4 dwelling units per acre and will be identified on the Future Land Use Map only in areas that are either similar in nature (i.e. have the same type of density of existing neighborhoods) or where environmental factors require low residential densities. Factors in determining this land use category included proximity to natural resources and urban services, availability of public facilities, and the characteristics of nearby existing and future neighborhoods. Churches and schools may be allowed via a Special Exception Permit. The zoning classifications that are consistent with the Suburban Density classification are PUD, R-1A, R-1, and INT.

EXISTING USE

The subject property is vacant unimproved land.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are single family residences located within Unincorporated Orange County. The properties located to the west include vacant land that is located within the City of Winter Garden, single family residences within the Johns Lake Pointe Planned Unit Development subdivision located within the City of Winter Garden, and the Oasis Community Church located within the City of Winter Garden. The subject property is bordered on the south by Black Lake. The property to the east is the recently approved Black Lake Preserve Planned Unit Development subdivision which is within the City of Winter Garden and is actively under construction.

PROPOSED USE

The owner proposes to develop the property as a single family residential development to include approximately 106 single family residential dwelling units, parks and recreation areas and stormwater retention ponds.

PUBLIC FACILITY ANALYSIS

The property's primary point of transportation access is currently from SunRidge Boulevard. Through the review of the proposed rezoning of the property to PUD, access points will be analyzed to determine the exact location of the future primary access point. However, the property owner will be required to participate in the SunRidge Blvd Proportionate Fair Share Agreement for

widening of SunRidge Blvd.

School Concurrency and Capacity Approval for the subject property was granted by Orange County Public Schools on June 9, 2014 for up to 120 single family residential units.

The City will provide potable water, reclaimed water and sewer service to the property. The City has facilities adjacent to the property on SunRidge Boulevard with adequate capacity to serve the proposed development. The City will provide utilities for the future development of this property.

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

SUMMARY

The City Planning Department has reviewed the proposed ordinance and recommends approval; subject to the condition that prior to the transmittal of the Large Scale Comprehensive Plan Amendment to the Florida Department of Economic Opportunity the property owner shall execute the SunRidge Blvd Proportionate Fair Share Agreement.

MAPS

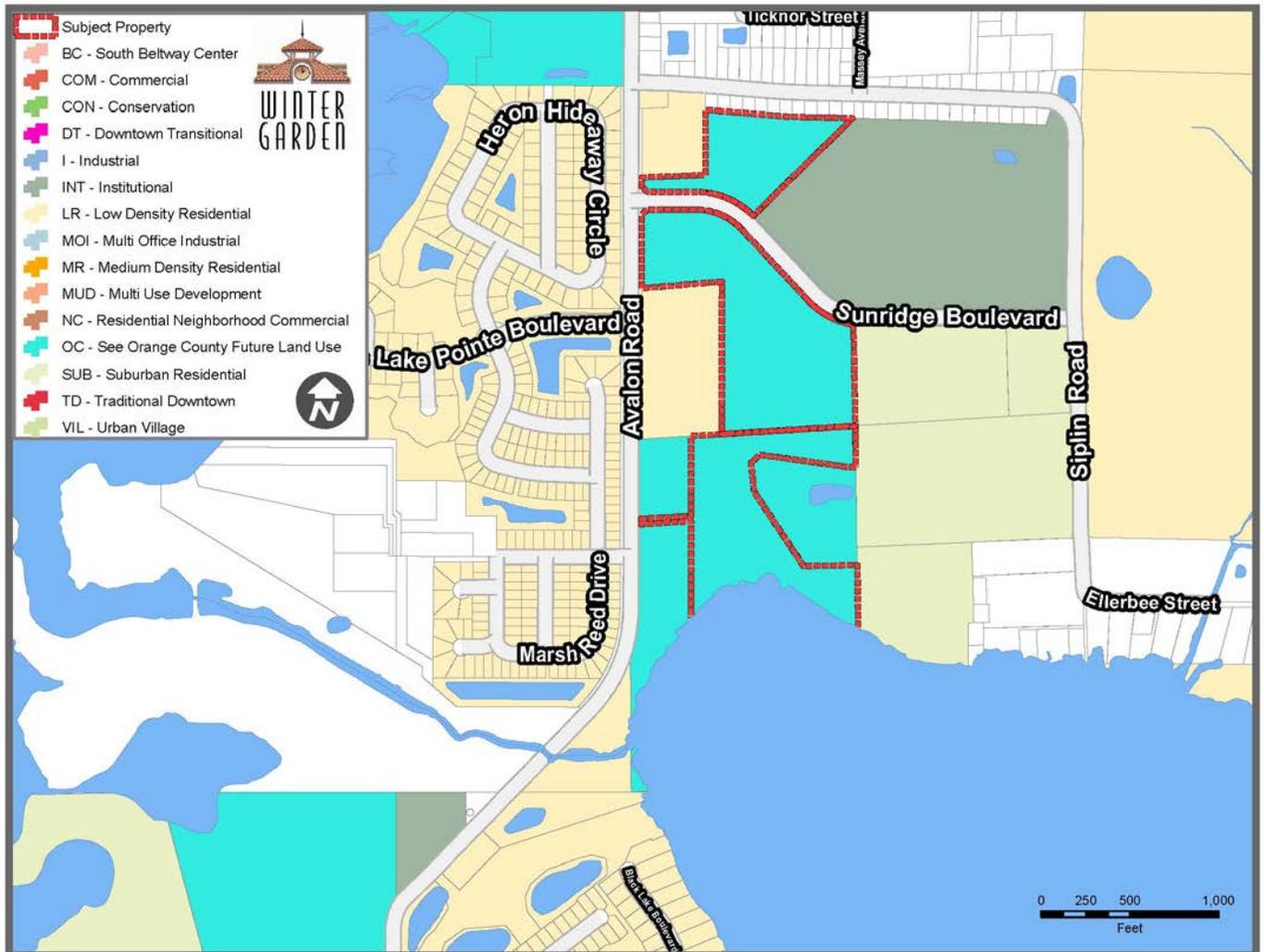
AERIAL PHOTO **505 & 807 AVALON ROAD (64.39 +/- ACRES)**



WINTER GARDEN FUTURE LAND USE MAP

EXISTING

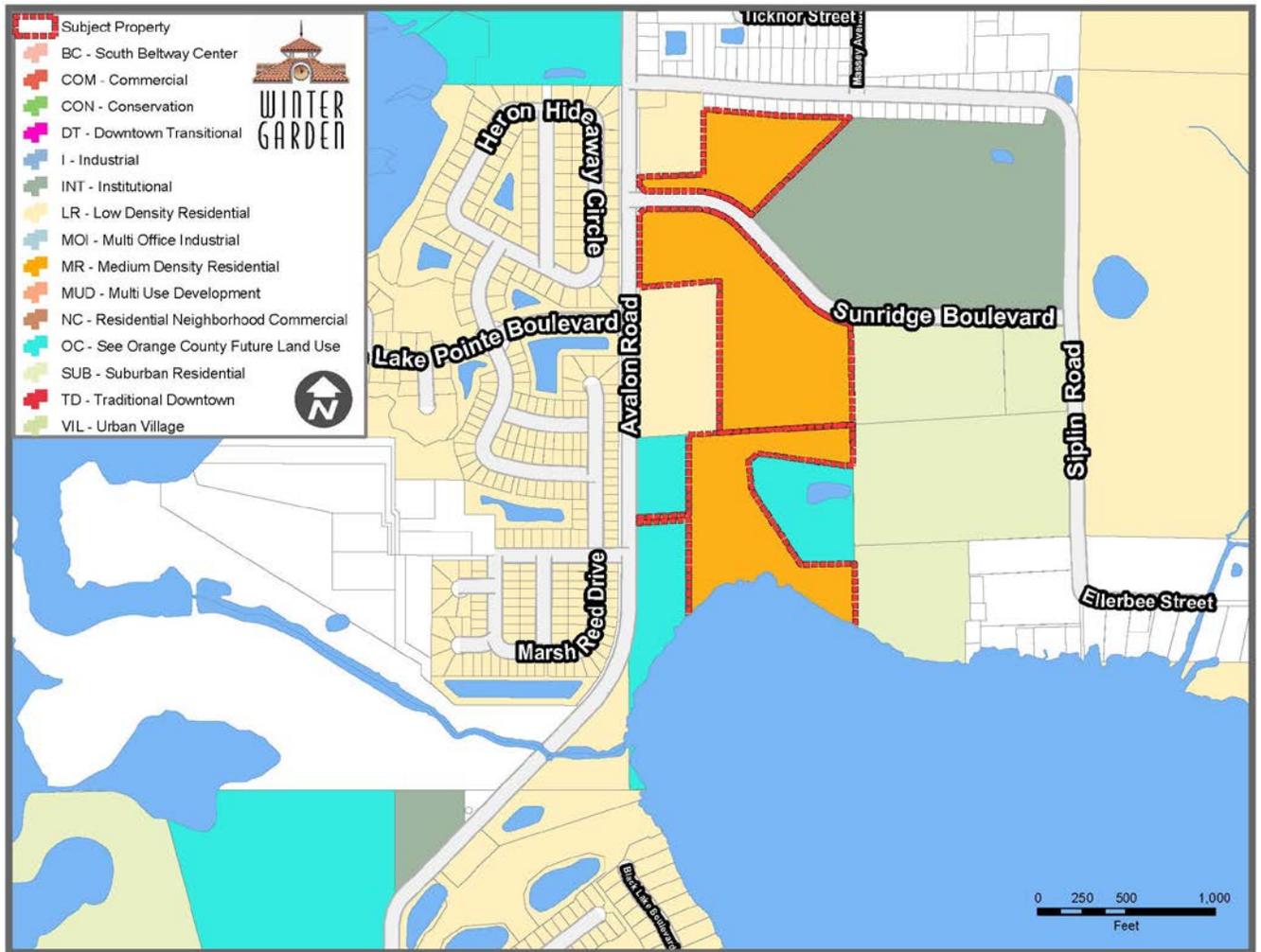
505 & 807 AVALON ROAD (64.39 +/- ACRES)



WINTER GARDEN FUTURE LAND USE MAP

PROPOSED

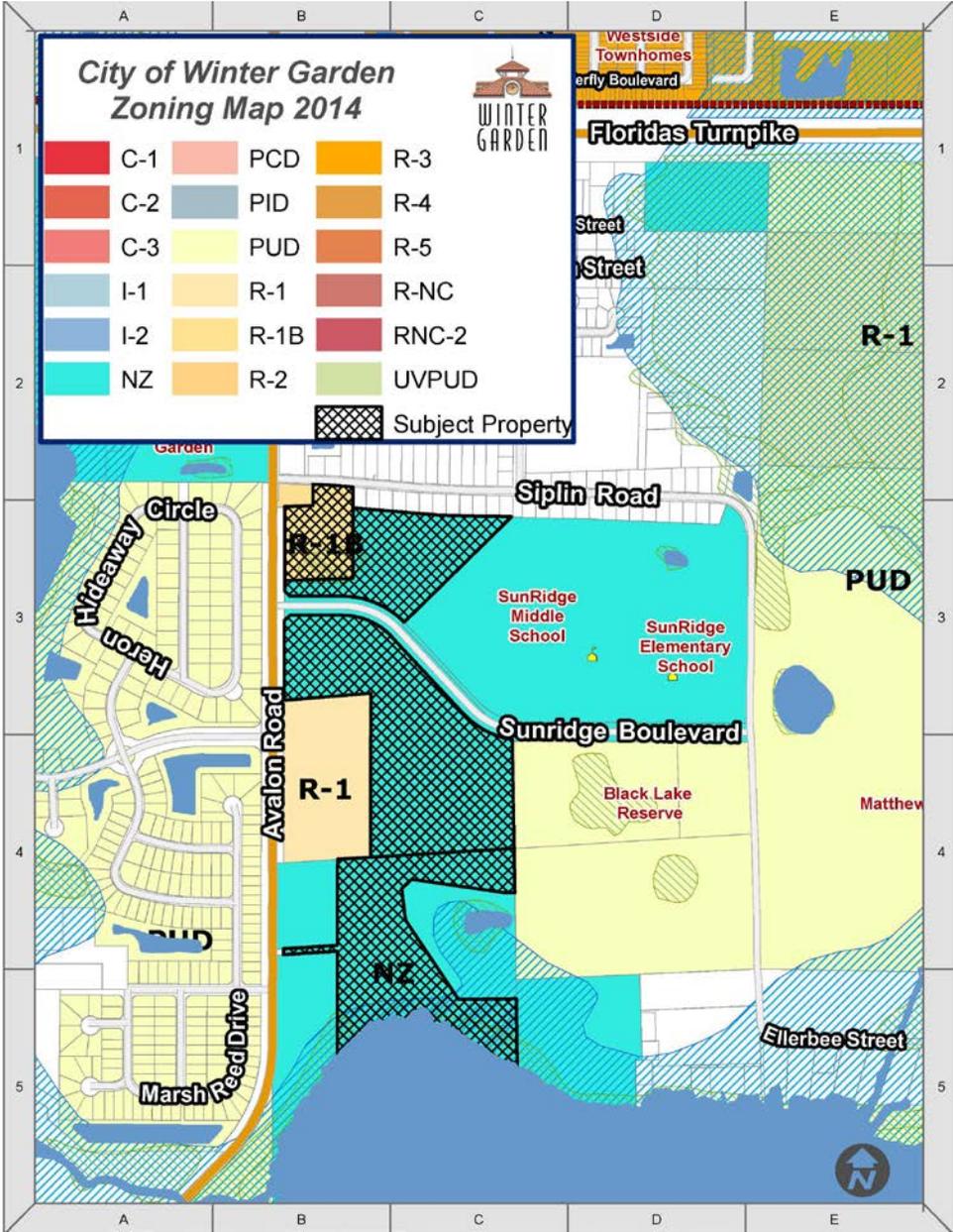
505 & 807 AVALON ROAD (64.39 +/- ACRES)



ZONING MAP

CURRENT

505 & 807 AVALON ROAD (64.39 +/- ACRES)



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: October 15, 2014

Meeting Date: October 23, 2014

Subject: 14966 Siplin Road, 505 & 817 Avalon Road
IOTA Sessions, LLC
Planned Unit Development Rezoning
PARCEL ID# 27-22-27-0000-00-068, 34-22-27-0000-00-003 &
27-22-27-0000-00-069

Issue:

The applicant is requesting to rezone 68.09± acres of land from No Zoning and R-1B to Planned Unit Development (PUD).

Discussion:

The applicant proposes to develop the 68.09± acre site into a residential planned unit development containing 106 single-family dwelling units. This rezoning request is being considered in conjunction with a Future Land Use Map Amendment to designate the subject property SUB- Suburban Residential on the Future Land Use Map of the City's Comprehensive Plan.

Recommended Action:

Staff recommends approval and adoption of Ordinance 14-33, subject to the Conditions of the attached Staff Report.

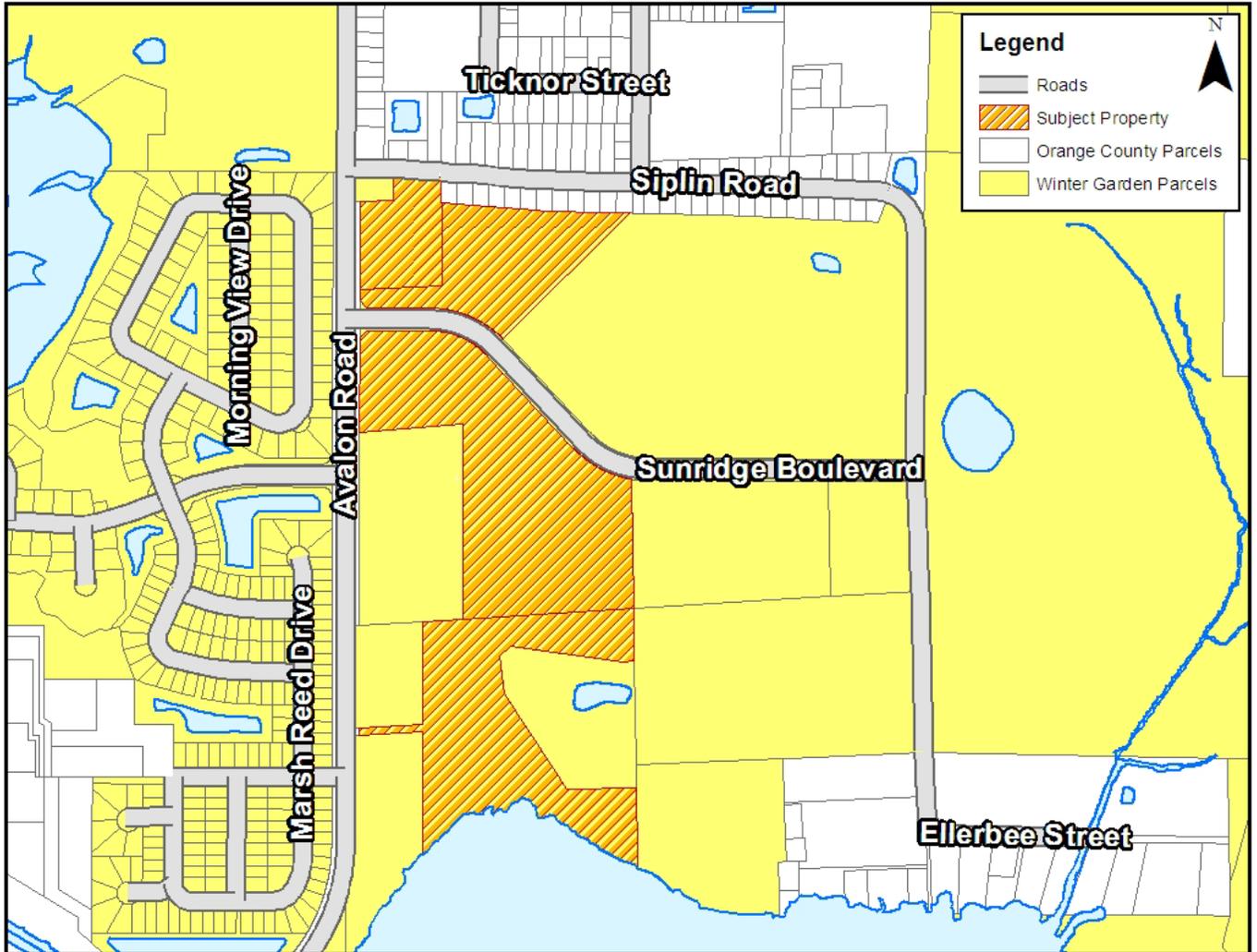
Attachment(s)/References:

Location Map
Ordinance 14-33
Staff Report

LOCATION MAP

ORDINANCE 14-33

14966 SIPLIN ROAD, 505 & 807 AVALON ROAD (68.09 +/- ACRES)



ORDINANCE 14-33

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 68.09 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF AVALON ROAD ON THE NORTH AND SOUTH SIDE OF SUNRIDGE BOULEVARD AT 505 AND 807 AVALON ROAD AND 14966 SIPLIN ROAD, FROM NO ZONING (NZ) AND R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE IOTA SESSIONS PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 68.09 ± acres of land located at 14966 Siplin Road, 505 and 807 Avalon Road, located east of Avalon Road on the North and South side of SunRidge Boulevard, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), desire to rezone their property from City NZ and R-1B to City PUD, and

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

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

SECTION 1: Rezoning. After due notice and public hearing, the zoning classification of the Property, as described in Exhibit “A” attached hereto, is hereby rezoned from No Zoning (NZ) and R-1B Single-Family Residential District 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 IOTA Sessions PUD Development Plan attached hereto as Exhibit “B.” Should any conflict be found between this Ordinance and the IOTA Sessions PUD Development Plan attached hereto as Exhibit “B”, then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit “B” attached hereto, all residential development on the Property must comply with the general zoning requirements of the R-1 Single Family Residential District for any

structures, including but not limited to swimming pools, screen rooms accessory structures and buildings that are developed on the Property.

c. Design Criteria/Architectural Standards-

1. **Lot Size-** Minimum lot width shall be 65 feet; minimum lot depth shall be 120 feet.
 - a. All lake front lots shall have a minimum 80 feet of width at the lake edge.
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-**
 - a. **Front yard:** 20 feet when garage is front load; 15 feet when garage is side load.
 - i. Where a front porch is provided, the front porch may be constructed at a front setback of 15 feet.
 - ii. All front load garages shall be recessed at least 5 feet from principle structure façade.
 - b. **Rear yard:** 20 feet
 - i. Properties located adjacent to the PUD boundary shall have a minimum 25 foot rear yard setback.
 - c. **Side yard:** 5 feet
 - i. Side yard setbacks shall be no less than 5 feet and shall be unobstructed by any mechanical equipment including, but not limited to, AC units, pool equipment, water filtration systems, gas tanks, propane tanks, and any other utility or service equipment;
 - ii. Any landscaping and/or fencing installed within the 5 foot side yard setback shall be designed and constructed so as not to interfere with any easement function.
 - d. **Corner/Street Side yard:** 20 feet

6. **Residential Design Criteria-** All development on the Property must maintain the same general design criteria and architectural characteristics as the Building Elevations attached hereto as Exhibit "C".
- a. Rear elevations of 2-story product types shall include architectural features similar to those of the front elevation.
 - b. 25% of all dwelling units will have either have a side load 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 staggered to avoid construction of the same elevation side-by-side or across the street.
7. **Common Recreation and Open Space-** The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 no less than 25% Wekiva Study Area Open Space shall be provided.

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

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

- d. **Staff Conditions-** All development on the Property must comply with the following conditions:
- 1. 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 through execution of the SunRidge Boulevard Proportionate Fair Share Agreement.
 - 2. The joint City/HOA Stormwater area shown on Sheet 6 of 6 can accommodate up to 4.84 acres per Exhibit 5 of the SJRWMD permit application.

3. 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 soil cement base thickness; 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).
4. The environmental report states that gopher tortoises may be active on site and that it is unlikely habitat for sand skinks. Provide approvals from FFWCC prior to construction that these species have been addressed.
5. Utilities: Minimum 8" potable water (internal), 8" reuse water, and minimum 6" sanitary force main are required.
6. Some of this property appears to be "A" type soils and may require adherence to the City's Wekiva protection regulations. Wekiva Protection requirements as outlined in the Comprehensive Plan shall be met, especially for drainage and Karst protection. Although the geotechnical reports have stated that the "A" type soils are not "most effective recharge" soils, final determination shall be made by the SJRWMD concerning drainage design. Soil borings for Karst features is acknowledged and accepted.
7. A Developers Agreement addressing the phasing, utilities and other commitments of the IOTA Sessions PUD Development Plan shall be approved by the City Commission and recorded prior to the issuance of any site or building permits. City staff will draft the D.A. that shall include, but not be limited to the following: widening of SunRidge Boulevard; project phasing; utilities upsizing; R/W conveyances; adherence to all City Codes and Standards; etc.
8. All irrigation on the site shall be designed to be supplied by reclaimed water (minimum 8" internal main size).
9. The 100 year flood plain for Black Lake and the adjacent wetlands 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.
10. Walls and landscaping shall be located within a landscape and wall tract, to be maintained by the HOA.

11. If the development will be gated: 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. Minimum 5 ft wide utility and drainage easements shall be provided on each side lot line; 10' drainage, utility and sidewalk easements required adjacent to R/W.
14. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
15. All work shall conform to City of Winter Garden standards and specifications.
16. 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.
17. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
18. 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.
19. 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.

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; off-site public infrastructure improvements; impact fees; other conditions and commitments of this Ordinance and the IOTA Sessions 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

PARCEL "A":

That part of Sections 27 and 34, Township 22 South, Range 27 East, Orange County, Florida, described as follows.

Commence at the Southwest corner of Section 27, Township 22 South, Range 27 East and run N00°07'58"E, along the West line of the Southwest 1/4 of said Section 27 a distance of 185.64 feet; thence departing said line run N85°21'34"E along the North line of the South 185.00 feet of said Southwest 1/4 a distance of 62.80 feet to the POINT OF BEGINNING, said point being on the East right-of-way line of Avalon Road as described in Official Records Book 10115, Page 702, of the Public Records of Orange County, Florida; thence N00°03'54"E along said East right-of-way line 415.58 feet to the Southerly right-of-way line of Sunridge Boulevard, as described in said Official Records Book 10115, Page 702; thence run the following courses along said Southerly right-of-way line: N45°05'56"E, 42.40 feet; thence S89°52'02"E, 277.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 350.00 feet and a chord bearing of S66°25'11"E; thence Southeasterly along the arc of said curve through a central angle of 46°53'42" for a distance of 286.47 feet to the point of tangency; thence S42°58'20"E, 550.59 feet to the point of curvature of a curve concave Northeasterly having a radius of 450.00 feet and a chord bearing of S61°39'33"E; thence Southeasterly along the arc of said curve through a central angle of 37°22'27" for a distance of 293.53 feet to a non-tangent point on the East line of the West 1/2 of the Northwest 1/4 of Section 34, Township 22 South, Range 27 East; thence S00°43'04"E along said East line 801.84 feet to the Northeast corner of lands described in said Official Records Book 10115, Page 702; thence run the following courses along the boundary of said lands: S89°21'42"W, 49.99 feet; thence N81°42'06"W, 496.85 feet; S46°11'24"W, 68.77 feet; thence S06°14'42"E, 165.43 feet; S33°25'37"E, 501.98 feet; thence N89°16'56"E, 303.73 feet; thence departing said boundary, run S00°43'04"E along the aforesaid East line of the West 1/2 of the Northwest 1/4 of Section 34 for a distance of 1271.94 feet; thence S89°35'22"W along the South line of the Northwest 1/4 of said Section 34 for a distance of 942.77 feet; thence N00°05'12"W along the East line of the West 342.00 feet of said Northwest 1/4 of Section 34 for a distance of 2009.78 feet; thence N86°25'13"E along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 34 for a distance of 173.48 feet; thence N00°05'12"W along the East line of the West 515.00 feet of the Northwest 1/4 of said Section 34 for a distance of 673.20 feet to the South line of the Southwest 1/4 of said Section 27, Township 22 South, Range 27 East; thence N00°07'58"E along the East line of the West 515.00 feet of said Southwest 1/4 of Section 27 for a distance of 185.64 feet; thence S85°21'34"W along the aforesaid North line of the South 185.00 feet of the Southwest 1/4 of Section 27 for a distance of 453.99 feet to the POINT OF BEGINNING.

PARCEL B:

That part of Section 27, Township 22 South, Range 34 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Section 27, Township 22 South, Range 34 East and run N00°07'58"E along the West line of the Southwest 1/4 of said Section 27 for a distance of 1203.28 feet; thence departing said West line run N87°56'36"E along the South line of the North 130.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27 for a distance of 61.42 feet to the East right-of-way line of Avalon Road, as described in Official Records Book 10115, Page 702, of the Public Records of Orange County, Florida, and to the POINT OF BEGINNING; thence continue N87°56'36"E along said South line, 148.16 feet; thence N00°07'58"E along the East line of the West 209.43 feet of said Southwest 1/4 of the Southwest 1/4 for a distance of 111.33 feet to a point of the South right-of-way line of Siplin Road, as described in Official Records Book 3886, Page 3445, of said Public Records, said point being on a non-tangent curve concave Southerly having a radius of 4247.81 feet and a chord bearing of S86°36'17"E; thence Easterly along the arc of said curve and said right-of-way line through a central angle of 02°34'54" a distance of 191.40 feet to the point of tangency; thence S85°18'50"E along said right-of-way line 20.23 feet to the West line of SIPLIN HEIGHTS, as recorded in Plat Book 21, Pages 49 and 50, of said Public Records; thence S00°07'50"W along said West line 110.39 feet to the Southwest corner of said SIPLIN HEIGHTS; thence S85°18'29"E along the South line of said SIPLIN HEIGHTS, 457.01 feet; thence S88°35'49"E along said South line 375.54 feet; thence S45°33'44"W along the Northwesterly line of lands described in Official Records Book 7901, Page 3020, of said Public Records, 787.72 feet to a point on a non-tangent curve concave Southwesterly having a radius of 450.00 feet and a chord bearing of N67°09'10"W, said point also being on the Northerly right-of-way line of Sunridge Boulevard, as described in Official Records Book 10115, Page 702, of said Public Records; thence Northwesterly along the arc of said curve and said right-of-way line through a central angle of 45°25'44" a distance of 356.80 feet to the point of tangency; thence N89°52'02"W along said right-of-way line 278.02 feet; thence N44°54'04"W along said right-of-way line 42.45 feet; thence N00°03'54"E along the aforesaid East right-of-way line of Avalon Road, 439.17 feet to the POINT OF BEGINNING.

Exhibit "B"

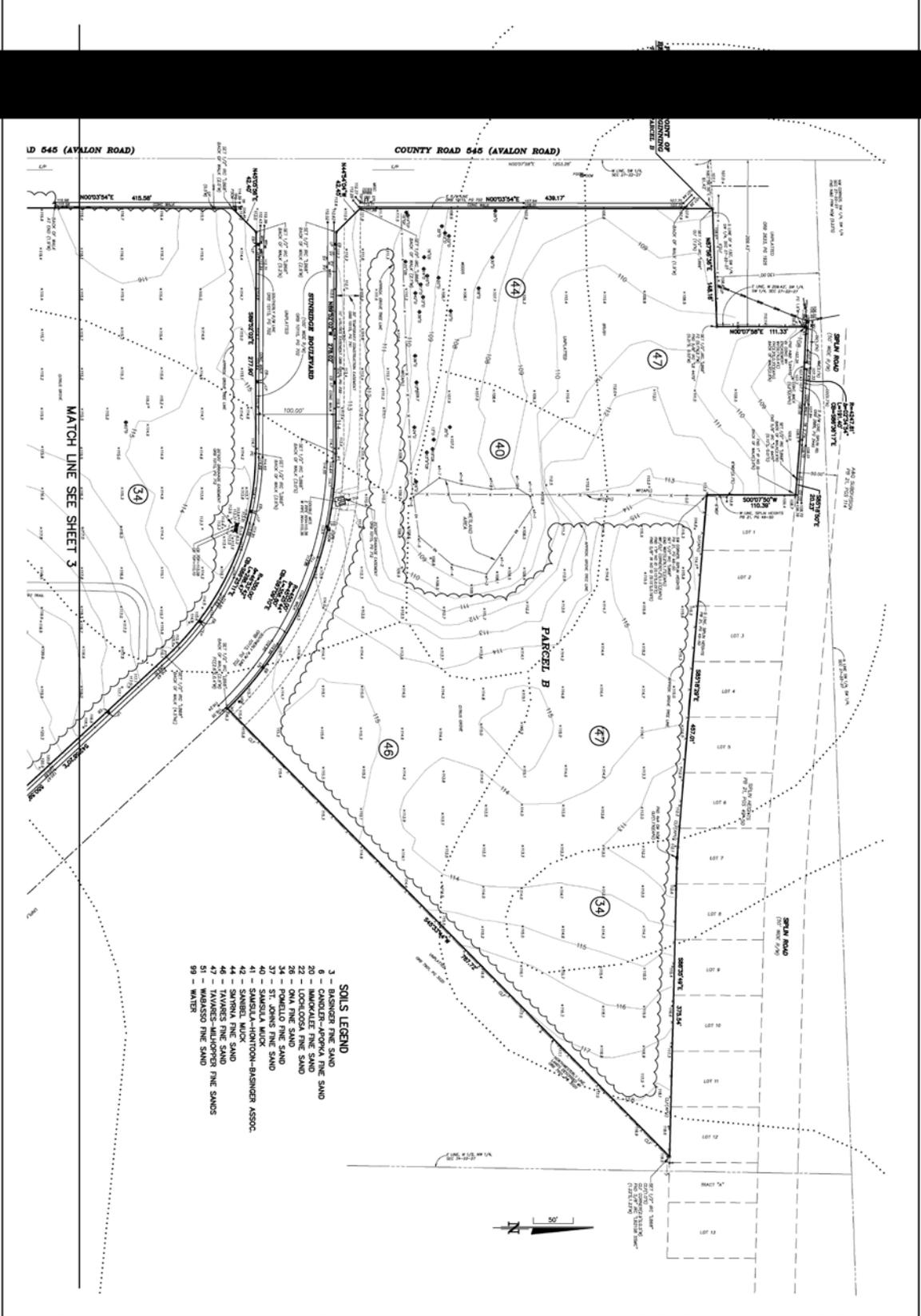
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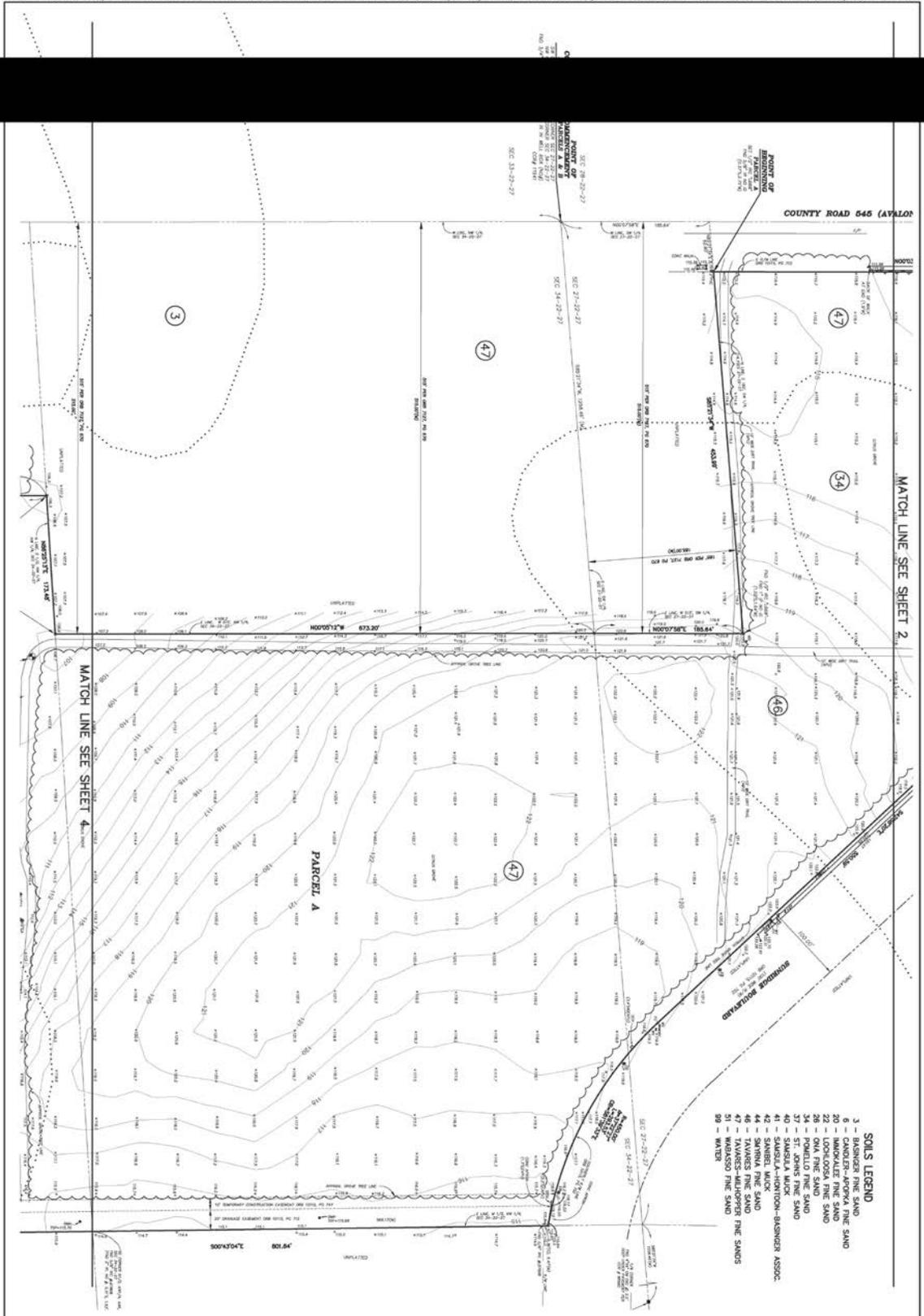
PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

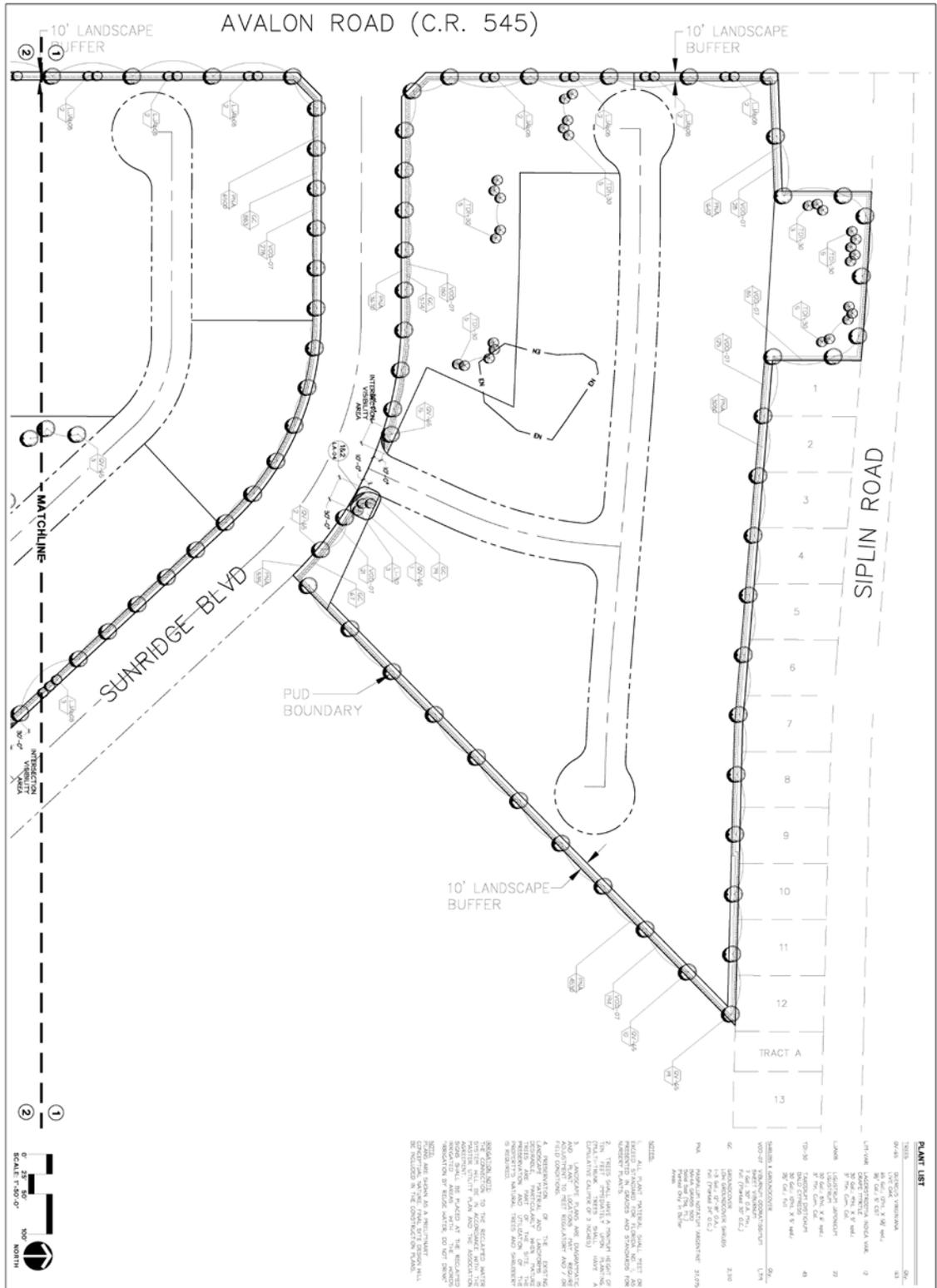
IOTA Sessions

REVISED July 11, 2014

(11 PAGES - ATTACHED)







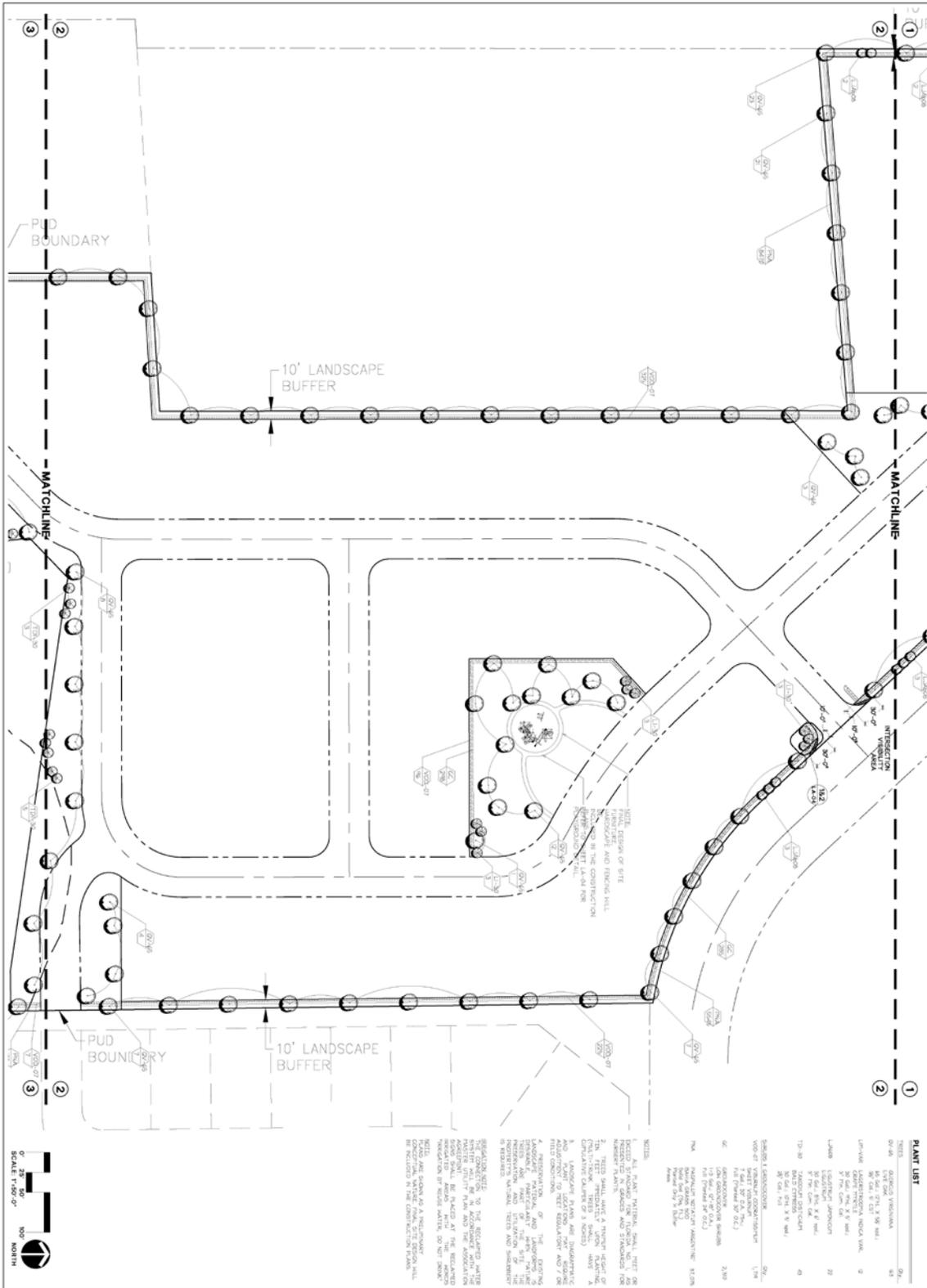
PLANT LIST

SYMBOL	PLANT NAME	QUANTITY
1	10' LANDSCAPE BUFFER	10
2	10' LANDSCAPE BUFFER	10
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4	10' LANDSCAPE BUFFER	10
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9	10' LANDSCAPE BUFFER	10
10	10' LANDSCAPE BUFFER	10
11	10' LANDSCAPE BUFFER	10
12	10' LANDSCAPE BUFFER	10
13	10' LANDSCAPE BUFFER	10

NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN ON THIS PLAN AND THE LOCATION SHALL BE AS SHOWN ON THE PUD BOUNDARY MAP.
2. THIS PLAN, AND A PORTION OF THE PUD BOUNDARY MAP, SHALL BE THE BASIS FOR THE CONSTRUCTION OF THE LANDSCAPE BUFFER.
3. THE LANDSCAPE BUFFER SHALL BE MAINTAINED AND KEPT FREE OF WEEDS AND UNDESIRABLE PLANTS.
4. THE LANDSCAPE BUFFER SHALL BE MAINTAINED AND KEPT FREE OF WEEDS AND UNDESIRABLE PLANTS.
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<p>PRELIMINARY LANDSCAPE PLAN</p> <p>LA-01</p> <p>OF 3</p>	<p>SESSIONS</p> <p>LANDSCAPE ARCHITECTURAL PLANS</p> <p>PRELIMINARY PLAN</p> <p>CITY OF WINTER GARDEN, FLORIDA IOTA SESSIONS, LLC</p>	<p>cmh ASSOCIATES</p> <p>urban planning landscape architecture architectural design</p> <p>500 delaney avenue orlando, florida 32801 407.422.4040</p> <p>www.cmh.com copyright © 2004 cmh associates, inc.</p>
	<p>DATE: 11/11/11</p> <p>PROJECT: 11/11/11</p> <p>SCALE: 1"=30'-0"</p> <p>SCALE: 1"=30'-0"</p>	<p>DATE: 11/11/11</p> <p>PROJECT: 11/11/11</p> <p>SCALE: 1"=30'-0"</p> <p>SCALE: 1"=30'-0"</p>



PLANT LIST

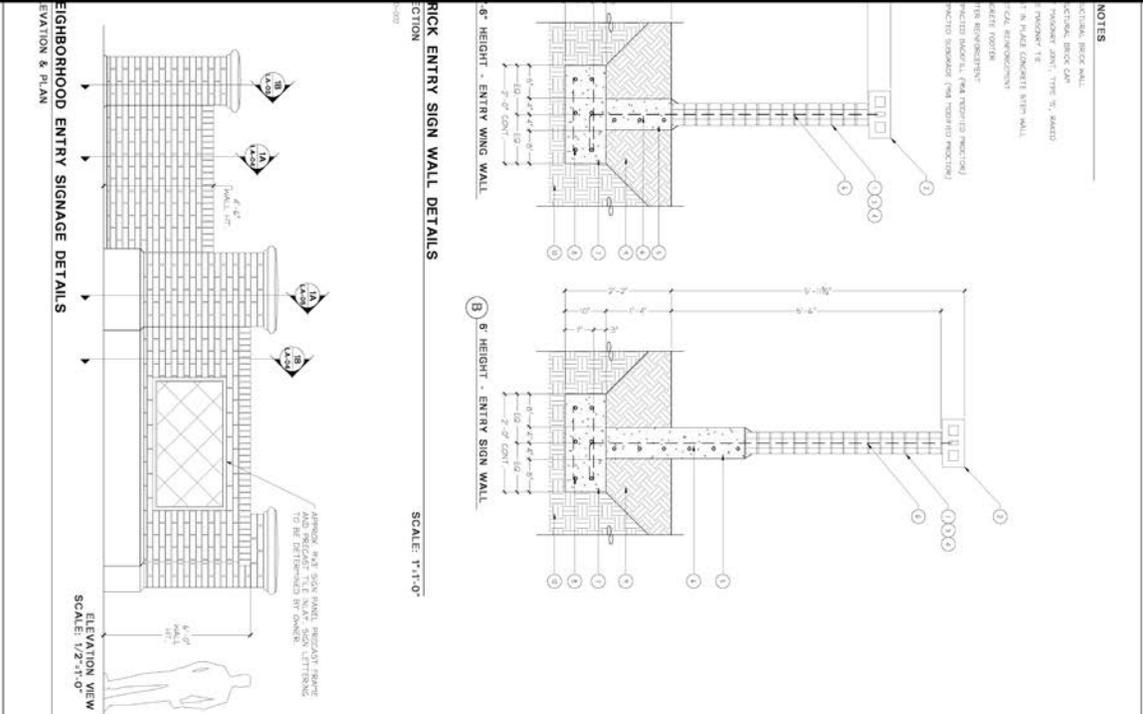
TREES	QUANTITY	SYMBOL
01-06	ORANGE TREES/SHRUB	25'
01-07	54' 50" 27" X 9" 94'	33'
01-08	LANCASHIRE	9
01-09	LANCASHIRE	9
01-10	LANCASHIRE	9
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01-95	LANCASHIRE	9
01-96	LANCASHIRE	9
01-97	LANCASHIRE	9
01-98	LANCASHIRE	9
01-99	LANCASHIRE	9
01-100	LANCASHIRE	9

NOTES:

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF WINTER GARDEN, FLORIDA. THE CITY ENGINEER SHALL REVIEW THIS PLAN AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER GARDEN, FLORIDA.
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<p>PRELIMINARY LANDSCAPE PLAN SHEET LA-02 OF 5</p>	<p>SESSIONS LANDSCAPE ARCHITECTURAL PLANS PRELIMINARY PLAN</p> <p>CITY OF WINTER GARDEN, FLORIDA JOTA SESSIONS, LLC</p>	<p>canin associates urban planning landscape architecture architectural design 500 delaney avenue orlando, florida 32801 407.422.4040 www.canin.com copyright © 2014 canin associates, inc.</p>
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2 NEIGHBORHOOD ENTRY SIGNAGE DETAILS
ELEVATION & PLAN



SCALE: 1/2" = 1'-0"

3 PLAYGROUND DETAIL
IMAGE



NOT TO SCALE

Exhibit "C"

Building Elevations



ELEVATION C



ELEVATION D



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

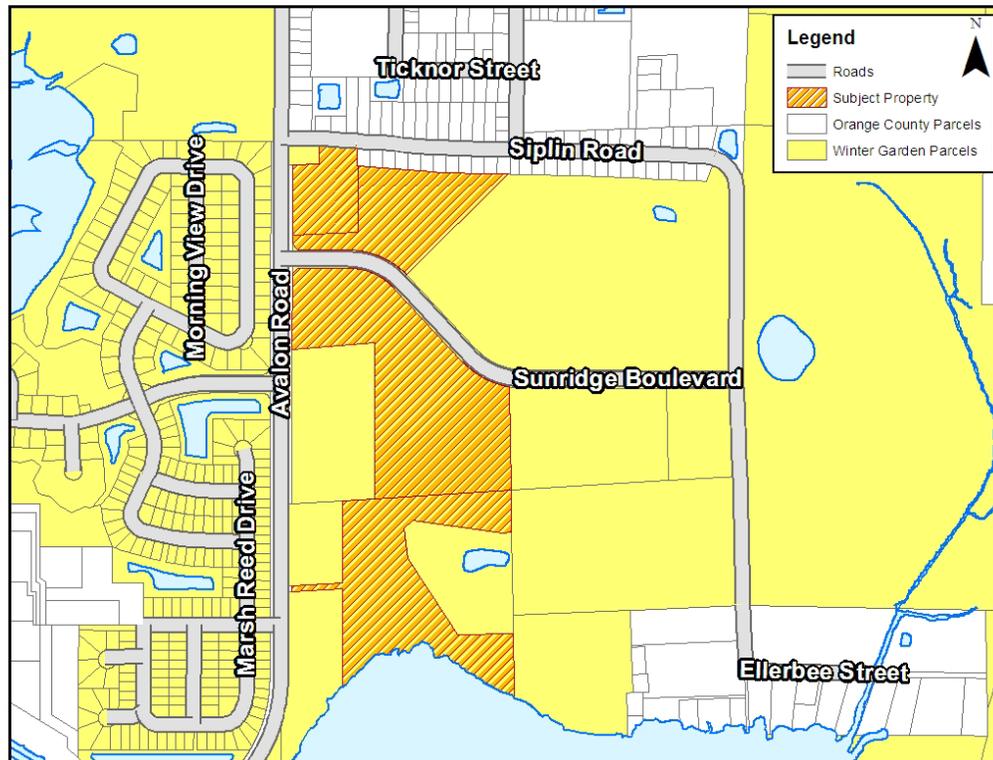
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: JULY 29, 2014
SUBJECT: PUD REZONING
IOTA SESSIONS PROPERTY
14966 SIPLIN ROAD, 505 & 807 AVALON ROAD (68.09 +/- ACRES)
PARCEL ID #: 27-22-27-0000-00-068, 34-22-27-0000-00-003,
27-22-27-0000-00-069

APPLICANT: IOTA SESSIONS, 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 14966 Siplin Road, 505 and 807 Avalon Road and is approximately 68.09± 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 68.09± acres of land from No Zoning and R-1B to Planned Unit Development (PUD). The subject property is currently in the process of Future Land Use Map Amendment to designate the subject property SUB- Suburban Residential on the Future Land Use Map of the City's Comprehensive Plan (see attached map).

EXISTING USE

The subject property is vacant unimproved land.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are single family residences located within Unincorporated Orange County. The properties located to the west include vacant land that is located within the City of Winter Garden, single family residences within the Johns Lake Pointe Planned Unit Development subdivision located within the City of Winter Garden, and the Oasis Community Church located within the City of Winter Garden. The subject property is bordered on the south by Black Lake. The property to the east is the recently approved Black Lake Preserve Planned Unit Development subdivision which is within the City of Winter Garden and is actively under construction.

PROPOSED USE

The applicant proposes to develop the 68.09± acre site into a residential planned unit development containing 106 single-family dwelling units. The subdivision is proposed to have a gross density of 2.60 dwelling units per acre, the SUB- Suburban Residential Future Land Use Designation allows up to 4 dwelling units per acre. The proposed subdivision will contain 5 recreational parks and 10.18 acres of open space.

The proposed project will contain a mixture of 65'x120' lots and 70'x120' lots, with a total of 53 lots at between 65' and 70' wide and 53 lots at 70' 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 10.18 +/- 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. A 25 foot wetland buffer has been provided adjacent to all wetlands located on the property including those located along the Black Lake shoreline.

Transportation

The property's primary points of vehicular access are from SunRidge Blvd which will continue to be the primary access points with the development of the property. SunRidge Boulevard will be widened to 4 lanes to accommodate the traffic generated by this development as well as the Mathews Grove and Black Lake Preserve projects to the east of the subject 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.

School Concurrency and Capacity Approval for the subject property was granted by Orange County Public Schools on June 9, 2014 for up to 120 single family residential units.

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 the Sun Ridge Boulevard Proportionate Fair Share Agreement.
- Prior to any further approvals the property owner shall enter into a Developer’s Agreement, which in addition to other commitments, will outline the phasing, road access improvements, on-site and off-site utility improvements and upsizing, bonding requirements concerning public infrastructure and community subdivision infrastructure improvements, impact fees, etc.

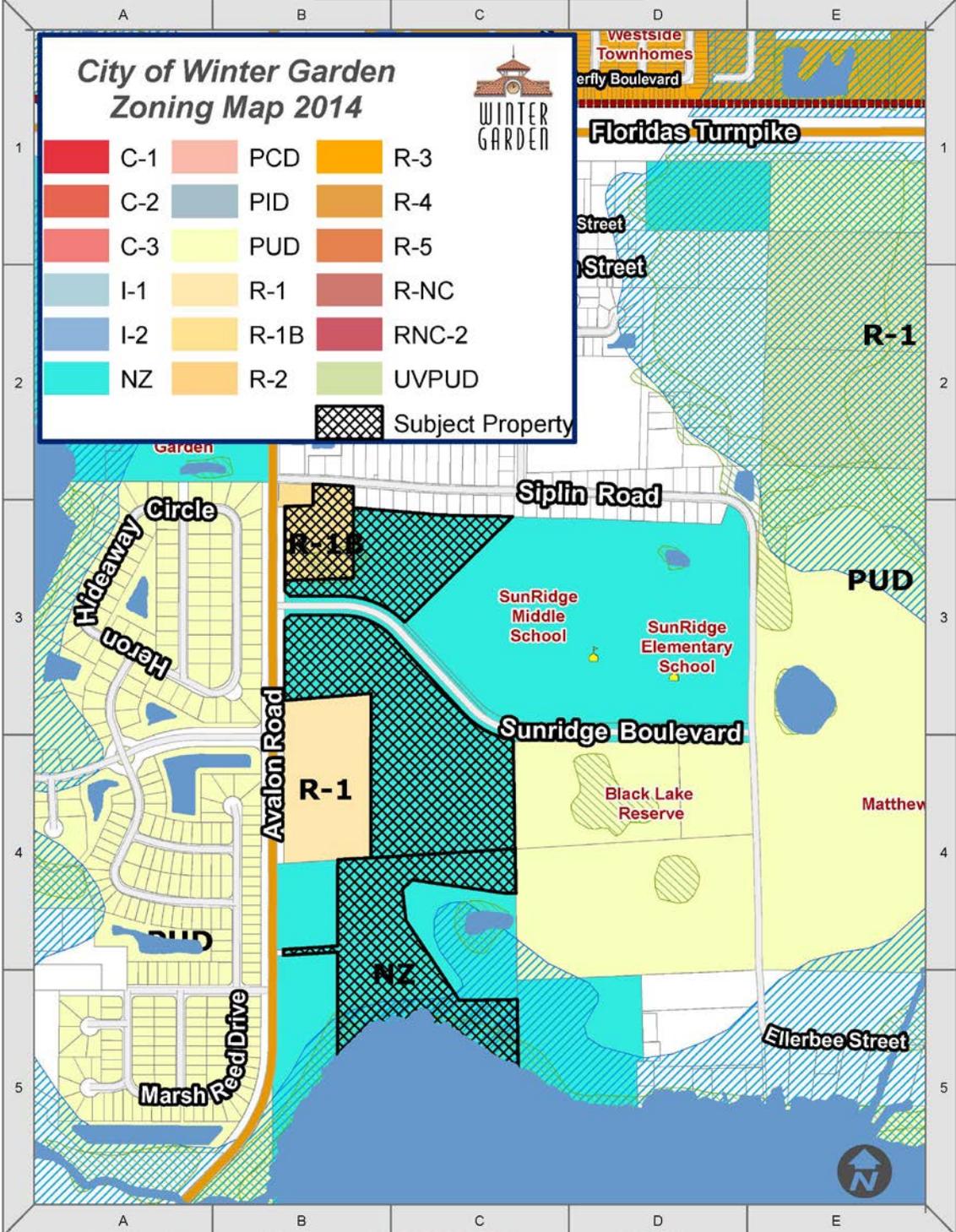
Rezoning the subject property from City NZ and R-1B to City PUD is consistent with the Future Land Use Map of the City’s Comprehensive Plan, and is consistent with the trend of development in the area. The proposed development is compatible and consistent with the uses in the surrounding area. The proposed development of the subject property is consistent with the goals, objectives and policies of the City’s Comprehensive Plan and land development regulations.

MAPS

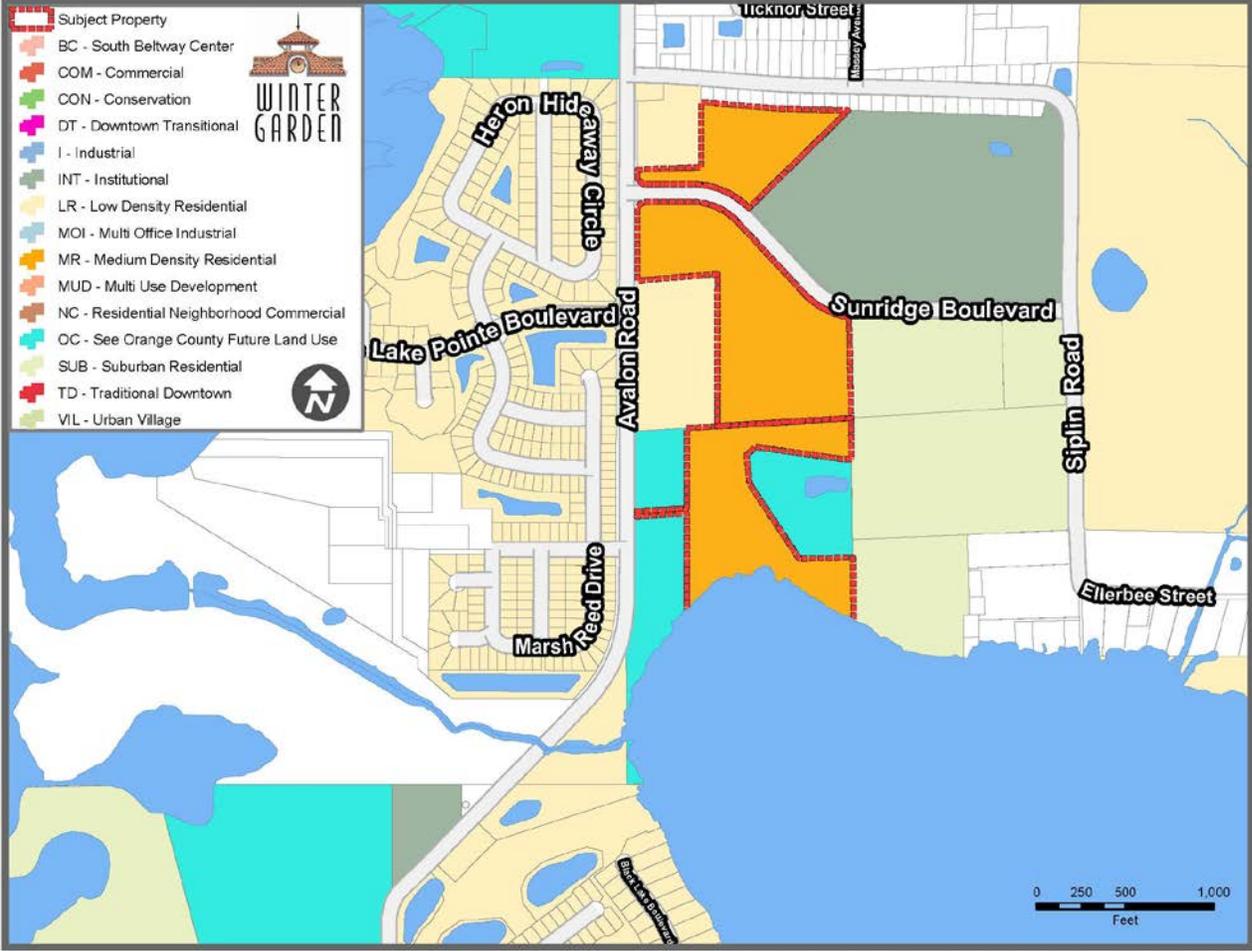
AERIAL PHOTO
IOTA SESSIONS SUBDIVISION



ZONING MAP
IOTA SESSIONS SUBDIVISION



FUTURE LAND USE MAP
IOTA SESSION SUBDIVISION



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: October 16, 2014

Meeting Date: October 23, 2014

Subject: 1030 VINELAND ROAD
ANNEXATION
ORDINANCE 14-39
ORDINANCE 14-40
ORDINANCE 14-41
PARCEL ID# 23-22-27-8199-00-140

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on property located at 1030 Vineland Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.24 ± acre enclave located on the west side of Vineland Road, south of West Morgan Street and north of West Colonial Drive. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Residential Neighborhood Commercial, and initial Zoning of R-NC. (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 14-39, Ordinance 14-40, and Ordinance 14-41.

Attachment(s)/References:

Location Map
Ordinance 14-39
Ordinance 14-40
Ordinance 14-41
Staff Report

Legend



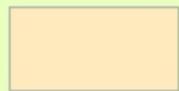
NOT TO SCALE



Subject Property



Orange County



Winter Garden

S PARK AVE

7th St

Legend



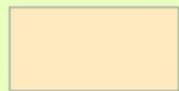
NOT TO SCALE



Subject Property



Orange County



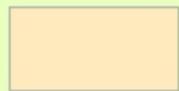
Winter Garden



Subject Property



Orange County



Winter Garden

4th St

Main St

3rd St

2nd St

1st St

Walker St

W Morgan St

W Morgan St

Water St

1st St

W Colonial Dr

W C

ORDINANCE 14-39

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.24 ± acres located at 1030 Vineland Road on the west side of Vineland Road, south of West Morgan Street and north of West Colonial Drive 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

PARCEL ID#: 23-22-27-8199-00-140

Lot 14, SOUTHERN BOULEVARD subdivision, according to the map or plat thereof, as recorded in Plat Book J, Page 13, public records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Lot 13 of said SOUTHERN BOULEVARD subdivision; thence South 12°01'16" West 60.00 feet to the Northeast corner of Lot 14 of said SOUTHERN BOULEVARD subdivision and the POINT OF BEGINNING; thence South 12°01'16" West 60.00 feet to the Southeast corner of said Lot 14; thence North 78°05'56" West 175.00 feet to the Southwest corner of said Lot 14; thence North 12°01'16" East 60.00 feet to the Northwest corner of said Lot 14; thence South 78°05'56" East 175.00 feet to the POINT OF BEGINNING.

Containing 0.241 acres, more or less

ORDINANCE 14-40

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY LOW MEDIUM DENSITY RESIDENTIAL TO CITY RESIDENTIAL NEIGHBORHOOD COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.24 ± acres of land located at 1030 Vineland Road on the west side of Vineland Road south of West Morgan Street and north of West Colonial Drive, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Medium Density to City Residential Neighborhood Commercial; and

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

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

SECTION I. *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Residential Neighborhood Commercial 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 14-39, 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

PARCEL ID#: 23-22-27-8199-00-140

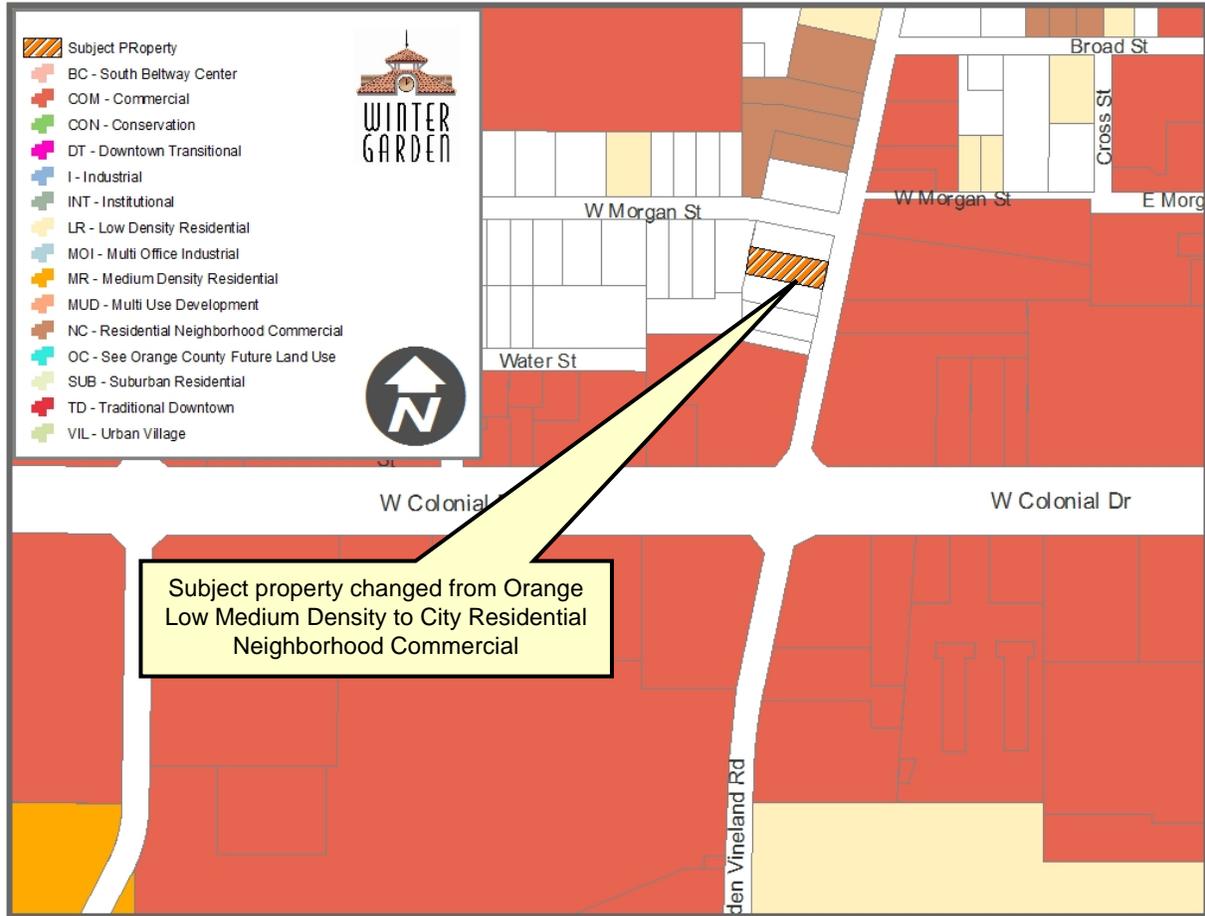
Lot 14, SOUTHERN BOULEVARD subdivision, according to the map or plat thereof, as recorded in Plat Book J, Page 13, public records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Lot 13 of said SOUTHERN BOULEVARD subdivision; thence South 12°01'16" West 60.00 feet to the Northeast corner of Lot 14 of said SOUTHERN BOULEVARD subdivision and the POINT OF BEGINNING; thence South 12°01'16" West 60.00 feet to the Southeast corner of said Lot 14; thence North 78°05'56" West 175.00 feet to the Southwest corner of said Lot 14; thence North 12°01'16" East 60.00 feet to the Northwest corner of said Lot 14; thence South 78°05'56" East 175.00 feet to the POINT OF BEGINNING.

Containing 0.241 acres, more or less

ATTACHMENT "B"

FUTURE LAND USE MAP

1030 Vineland Road



ORDINANCE 14-41

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 1030 VINELAND ROAD ON THE WEST SIDE OF VINELAND ROAD SOUTH OF WEST MORGAN STREET AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.24 ± acres of land located at 1030 Vineland Road on the west side of Vineland Road south of West Morgan Street and north of West Colonial Drive, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-2 Residential District to the City’s RN-C Residential Neighborhood Commercial District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 14-40 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 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#: 23-22-27-8199-00-140

Lot 14, SOUTHERN BOULEVARD subdivision, according to the map or plat thereof, as recorded in Plat Book J, Page 13, public records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Lot 13 of said SOUTHERN BOULEVARD subdivision; thence South 12°01'16" West 60.00 feet to the Northeast corner of Lot 14 of said SOUTHERN BOULEVARD subdivision and the POINT OF BEGINNING; thence South 12°01'16" West 60.00 feet to the Southeast corner of said Lot 14; thence North 78°05'56" West 175.00 feet to the Southwest corner of said Lot 14; thence North 12°01'16" East 60.00 feet to the Northwest corner of said Lot 14; thence South 78°05'56" East 175.00 feet to the POINT OF BEGINNING.

Containing 0.241 acres, more or less

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

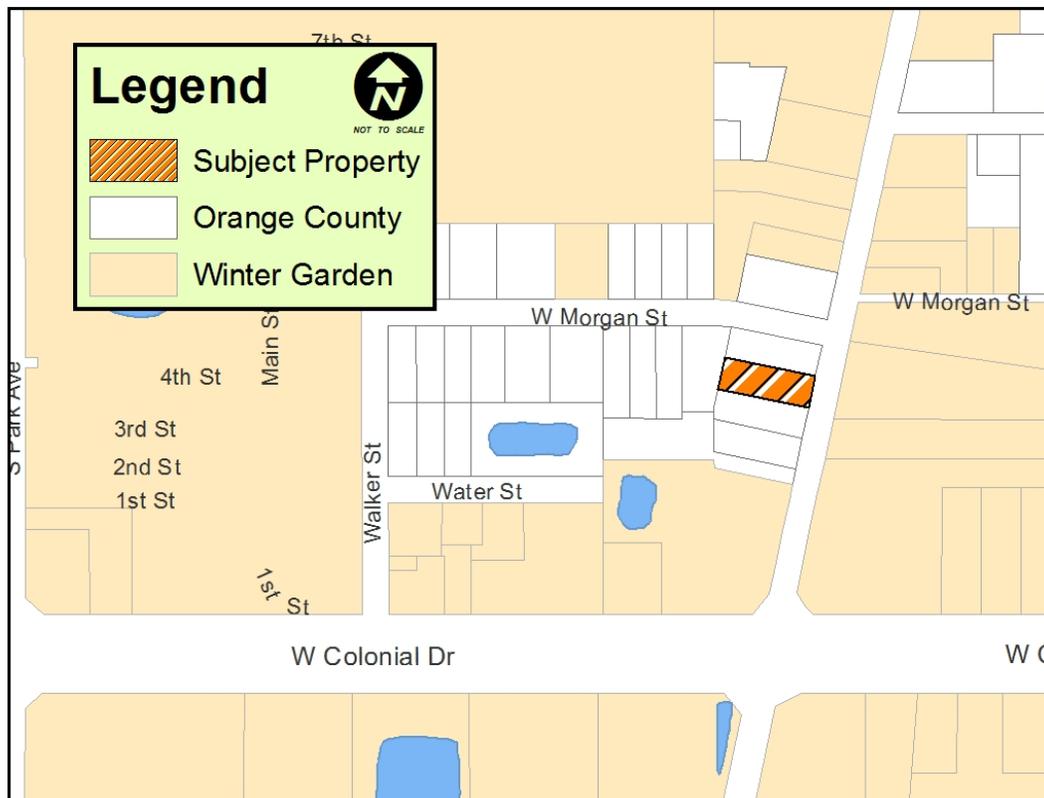
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
DATE: SEPTEMBER 30, 2014
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
1030 VINELAND ROAD (0.24 +/- ACRES)
PARCEL ID #: 23-22-27-8199-00-140
APPLICANT: BBC FAMILY HOMES, 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 1030 Vineland Road and is approximately 0.24 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The property is currently zoned R-2 in Orange County and carries a Future Land Use designation of Low Medium Density Residential. The existing zoning and land use allow single-family detached and attached dwellings.

The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Residential Neighborhood Commercial, and initial zoning of R-NC. This zoning and land use is consistent with the surrounding area.

Properties designated with the Residential-Neighborhood Commercial land use category are required to be developed at a floor area ratio not greater than 0.35. Gross residential density shall be not greater than 6 dwelling units per acre. All uses shall have a maximum height of 35 feet. This designation shall provide for permitted low density residential uses and neighborhood commercial and professional uses. The mix should have a minimum of 80% residential uses. Uses should be located on collector and minor arterial streets close to low density residential areas. The zoning classifications that are consistent with the Residential Neighborhood Commercial classification is RNC and INT.

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

EXISTING USE

The subject property is currently developed and used as a single-family house.

ADJACENT LAND USE AND ZONING

The properties located to the north, south, and west are developed as single-family homes, located in Orange County with R-2 zoning. The property located to the east is developed with an auto service company, zoned C-2 and located in the City.

PROPOSED USE

The applicant intends to annex the property, continue using the single-family home, and later convert the home into an office. Converting the house into an office can be done through Special Exception process.

PUBLIC FACILITY ANALYSIS

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

SUMMARY

Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden’s Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

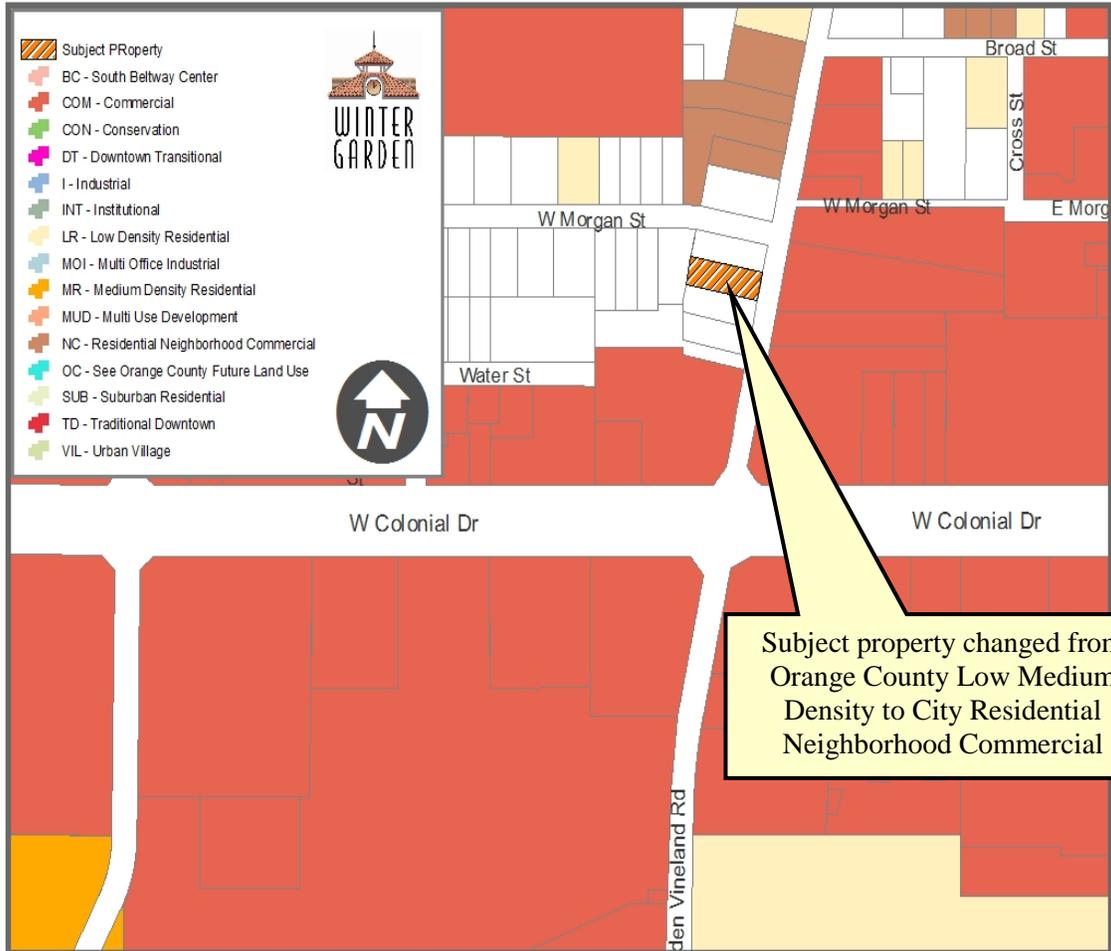
MAPS

AERIAL PHOTO

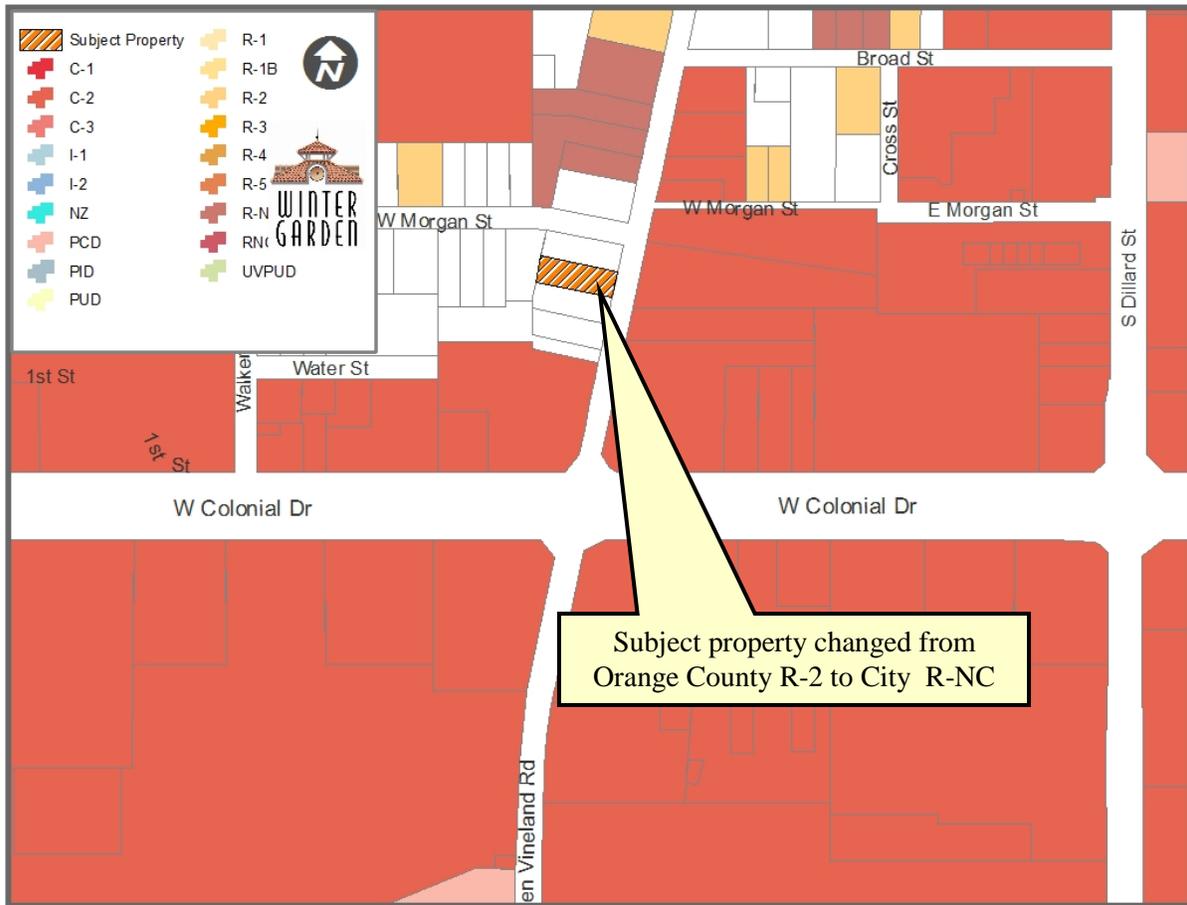
1030 Vineland Road



FUTURE LAND USE MAP 1030 Vineland Road



ZONING MAP
950 Vineland Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Code Enforcement Manager

Via: City Manager Mike Bollhoefer

Date: October 16, 2014 **Meeting Date:** October 23, 2014

Subject: **865 Klondike Street
Condemnation**

Issue: The building located at 825 Klondike Street previously caught on fire and has been vacant for a number of years. Staff has inspected the property and determined that the building is dilapidated, decayed, and that it creates a safety hazard to surrounding properties.

Recommended Action:

Staff recommends condemnation of the building and moving forward with demolishing the building.

Attachment(s)/References:

Location Map
Notice of Condemnation
Memo to the Building Official
Summons

North St

11th St

Legend



 Subject Property

 Orange County

 Winter Garden

Center St

Center St

10th St

E Bay St



Klondike St



MEMORANDUM

Date: September 22, 2014
To: Mark Jones, Building Official
CC: Ed Williams, Community Development Director
From: Steve Pash, Code Compliance Manager

Subject: 865 Klondike Street – Condemnation
Code Case # 14-142

Street Address: 865 Klondike Street
Winter Garden, Florida 34787

Tax Parcel Identification No.: 24-22-27-5256-02-200

Legal Description: Lots three (3) and four (4) of block “B”, of 1st addition to J.S. Loveless Subdivision, according to plat thereof, recorded in plat book “C”, page 114, Public Records of Orange County, Florida.

Record Fee Owner: Todd S. Wheeler
(Per Orange County Tax Collector)

Per Chapter 18, Division 5. Dilapidated, Dangerous, Decayed Structures and Appurtenances of the City Code, the Code Enforcement Department is making a recommendation to condemn the structures located at 865 Klondike Street.

The building previously caught on fire, is currently vacant, and the building is dilapidated, decayed, and creates a danger to surrounding properties.

Once the building is condemned, Code Enforcement plans to demolish the building.

**NOTICE OF CONDEMNATION
CITY OF WINTER GARDEN, FLORIDA**

Pursuant to Chapter 18, Art. II. of the Winter Garden Code of Ordinances, notice is hereby given to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate as described herein, that the City of Winter Garden Commission will hold a public hearing on **October 23, 2014 at 6:30 p.m.**, or as soon thereafter as possible in the City Commission Chambers at City Hall, located at 300 West Plant Street, Winter Garden, Florida, to determine whether an order of condemnation made by the city building inspector should be confirmed in all respects regarding the following property:

Street Address:	865 Klondike Street Winter Garden, Florida 34787
Tax Parcel Identification No.:	24-22-27-5256-02-200
Legal Description:	Lot 20, Block B of First Addition to J.S. Loveless Subdivision, according to the plat thereof as recorded in plat book Q, page 114, Public Records of Orange County, Florida.
Record Fee Owner (Per Orange County Tax Collector)	Todd S. Wheeler

YOU ARE FURTHER NOTIFIED THAT AN INSPECTION OF THE AFORESAID PROPERTY HAS REVEALED CAUSE TO CONDEMN THE STRUCTURE(S) LOCATED THEREON AS SET FORTH IN SECTION 18, ART. II OF THE WINTER GARDEN CODE OF ORDINANCES FOR VIOLATIONS OF §§ 18-151, 18-155 & 18-159, WINTER GARDEN CODE OF ORDINANCES. All persons having any interest or right in the above-described property must appear before the Winter Garden City Commission at the public hearing to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Failure to protest the order of condemnation or to appear and show cause why the order of condemnation should not be confirmed shall result in all persons having any right or interest in the above-referenced being forever foreclosed and barred of claiming any damage because of the destruction of the property described in the condemnation order. For more information or to review the file, please contact Steve Pash with the City of Winter Garden, 300 W. Plant St., Winter Garden, Florida 34787; telephone number 407-656-4111 Ext. 2292.

Any persons with disabilities needing special accommodations should submit a written request to the Planning & Zoning Department, 300 W. Plant St., Winter Garden, FL 34787 or phone (407) 656-4111, Ext. 2312 at least 48 hours prior to each meeting. Any person wishing to appeal a decision of the Winter Garden City Commission must ensure that a verbatim record of the proceedings is made.



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839

WWW.WINTERGARDEN-FL.GOV

NOTICE OF CONDEMNATION

DATE ISSUED: September 24, 2014

WINTER GARDEN CODE ENFORCEMENT CASE#: 14-142

PROPERTY OWNER(S) NAME: Todd S. Wheeler

MAILING ADDRESS: 186 Broad Street
Meriden, CT 06450-5890

DATE OF SERVICE:
(INSERT)

RE: CITY OF WINTER GARDEN NOTICE OF CONDEMNATION

LEGAL DESCRIPTION: Lot 20, Block B of First Addition to J.S. Loveless Subdivision, according to the plat thereof as recorded in plat book Q, page 114, Public Records of Orange County, Florida

STREET ADDRESS AND TAX PARCEL ID # : 865 Klondike Street
Winter Garden, FL 34787
24-22-27-5256-02-200

DEAR PROPERTY OWNER(S) AND ALL PERSONS HAVING ANY INTERESTS OR RIGHTS IN THE PROPERTY:

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY HAS REVEALED CAUSE TO CONDEMN THE STRUCTURES LOCATED THEREON AS SET FORTH IN ARTICLE II, SECTION 18 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN. ALL PERSONS HAVING ANY INTERESTS OR RIGHTS IN THE PROPERTY, INCLUDING BUT NOT LIMITED TO, OWNERS OR LIENHOLDERS ARE SUBJECT TO THIS NOTICE OF CONDEMNATION. VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE WINTER GARDEN CODE OF ORDINANCES APPLY AS TO YOUR PROPERTY:

VIOLATION(S):

CHAPTER 18- DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES

SECTION 18-151. STANDARD CODE ADOPTED.

THERE IS ADOPTED BY THE CITY FOR THE PURPOSES OF ESTABLISHING RULES AND REGULATIONS PERTAINING TO OR IN ANY WAY RELATED TO ANY AND ALL BUILDINGS, STRUCTURES, ELECTRICAL, GAS, MECHANICAL OR PLUMBING SYSTEMS WHICH ARE UNSAFE, UNSANITARY, OR DO NOT PROVIDE ADEQUATE EGRESS, OR WHICH CONSTITUTE A FIRE HAZARD, OR ARE OTHERWISE DANGEROUS TO HUMAN LIFE, OR WHICH IN RELATION TO EXISTING USE, CONSTITUTE A HAZARD TO SAFETY OR HEALTH, ARE CONSIDERED UNSAFE BUILDINGS OR UNSAFE SERVICES SYSTEMS AS SET FORTH IN THE STANDARD UNSAFE BUILDING ABATEMENT CODE AS PUBLISHED BY THE SBCCI, AND AS SUCH MAY BE AMENDED, MODIFIED OR UPDATED BY THE SBCCI (THE "ABATEMENT CODE"). THE ABATEMENT CODE IS ADOPTED AND FULLY INCORPORATED HEREIN AS IF FULLY SET OUT AT LENGTH IN THIS SECTION, SAVE AND EXCEPT SUCH PORTIONS ARE DELETED, ADDED, MODIFIED OR AMENDED IN

DATE ISSUED:

WINTER GARDEN CODE ENFORCEMENT CASE No.:

NOTICE OF CONDEMNATION

THIS ARTICLE. ONE COPY OF THE ABATEMENT CODE IS ON FILE IN THE OFFICE OF THE BUILDING OFFICIAL. ALL SUCH UNSAFE BUILDINGS, STRUCTURES OR SERVICE SYSTEMS ARE HEREBY DECLARED ILLEGAL AND SHALL BE ABATED BY REPAIR AND REHABILITATION OR BY DEMOLITION IN ACCORDANCE WITH THE PROVISIONS OF THE ABATEMENT CODE, OR OTHER PROVISIONS OF THE BUILDING AND PROPERTY MAINTENANCE REGULATIONS OF THE CITY. ALL REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.

SECTION 18-159. PUBLIC NUISANCES.

PUBLIC NUISANCES ARE DEFINED IN SECTION 18-155. WHEN NUISANCE CONDITIONS OR HAZARDS DEGENERATE OR CUMULATIVELY IMPACT ON STRUCTURES DWELLINGS, OR OTHER BUILDINGS REGULATED BY THIS CODE, TO THE EXTENT THAT REPAIR, REMOVAL, SECURING OR DEMOLITION IS NECESSARY FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, THEN THE BUILDING OFFICIAL OR HIS DESIGNEE IS AUTHORIZED TO ORDER THE PROPERTY OWNER OR CITY AGENTS TO REPAIR, REMOVE, SECURE, VACATE OR DEMOLISH SUCH STRUCTURES ACCORDING TO PROCEDURES OUTLINED IN THE ABATEMENT CODE OR AS OTHERWISE PROVIDED FOR IN THE CODE. THESE POWERS ARE HEREBY DECLARED TO BE REMEDIAL AND ESSENTIAL FOR THE PUBLIC INTEREST, AND IT IS INTENDED THAT SUCH POWERS BE LIBERALLY CONSTRUED TO EFFECTUATE THE PURPOSES STATED HEREIN.

CHAPTER 18-155. CONDITIONS CONSTITUTING HAZARDS—NOTICE.

WHEN THERE MAY BE FOUND TO EXIST ANY CONDITION OF ANY BUILDING, LAND OR PREMISES OR ANY CONDITION IN, UPON OR ABOUT ANY BUILDING, LAND OR PREMISES WHICH CONSTITUTES OR IS LIKELY TO CONSTITUTE A FIRE HAZARD OR A HAZARD TO THE HEALTH, SAFETY OR WELFARE OF THE OCCUPANTS OR THE PUBLIC (I.E., A PUBLIC NUISANCE). . . .

REASONS FOR CONDEMNATION:

THE BUILDING PREVIOUSLY CAUGHT ON FIRE, IS CURRENTLY VACANT, AND THE BUILDING IS DILAPIDATED, DECAYED, AND CREATES A DANGER TO SURROUNDING PROPERTIES.

DATE OF HEARING:

OCTOBER 23, 2014

PURSUANT TO SECTION 18-157 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN, YOU ARE ENTITLED TO A HEARING ON THE CONDEMNATION TO BE HELD ON THE DATE STATED HEREIN. THE CITY COMMISSION SHALL HEAR THE CAUSES AND MAY SUSTAIN, REJECT OR MODIFY THE ACTION AND RECOMMENDATIONS OF THE OFFICER OR EMPLOYEE MAKING AND FILING THE NOTICE WITH RESPECT TO THE HAZARDOUS CONDITION AND SHALL ORDER THE REMOVAL, DESTRUCTION, OTHER DISPOSITION OR REPAIR OF ANY SUCH BUILDING OR SHALL ORDER SUCH OTHER MATTERS OR THINGS TO BE DONE AS MAY BE NECESSARY TO REMOVE OR CORRECT SUCH HAZARDOUS CONDITION, AND SHALL ORDER THAT SUCH BE DONE WITHIN SUCH TIME AS THE CITY COMMISSION MAY DETERMINE.

SINCERELY,

**STEPHEN PASH
CODE COMPLIANCE MANAGER**

SUMMONS AND NOTICE OF HEARING
NOTICE OF CONDEMNATION

CITY OF WINTER GARDEN,
a Florida Municipal Corporation,

Petitioner,
Date:

CASE NO.: 14-142

vs.

TODD S. WHEELER,

Respondents.

SUMMONS AND NOTICE OF HEARING

Todd S. Wheeler
186 Broad Street
Meriden, CT 06450-5890

Re: City of Winter Garden Notice of Condemnation

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, ON THE 23rd DAY OF OCTOBER 2014, AT 6:30 P.M. AT THE CITY OF WINTER GARDEN COMMISSION CHAMBERS, 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.

The purpose of the hearing is for the City Commission of the City of Winter Garden to make a determination regarding the condemnation of the property described herein. Upon investigation, it has been determined that the property violates provisions of the Code of Ordinances of the City of Winter Garden as set forth in the Notice of Condemnation served concurrently herewith.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the scheduled hearing. You may also have other rights as are set forth in the City of Winter Garden Code of Ordinances. Any person appealing a decision made by the City Commission of the City of Winter Garden must ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is made. The City of Winter Garden does not provide this record. Anyone requiring accommodations in order to participate under the Americans with Disabilities Act should contact the A.D.A. Coordination at _____ five days prior to the hearing.

DATED on this ____ day of _____, 2014.

City of Winter Garden

Community Development Department

By: _____

Its: _____

AFFIDAVIT OF SERVICE

STATE OF FLORIDA
COUNTY OF ORANGE

Service was made on _____ (resident, occupant, or owner's name) (Age and Relationship to Respondent(s)), at _____ A.M. / P.M., on _____, 2014, by _____.

Respondent/Occupant Signature

Officer Signature
My signature validates proper service per section 162.12, Florida Statutes.

Per section 162.12(c)-(d), Florida Statutes, valid service includes:

Leaving the notice at the Respondent's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

In the case of commercial premises, leaving the notice with the manager or other person in charge.







THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Code Enforcement Manager

Via: City Manager Mike Bollhoefer

Date: October 16, 2014 **Meeting Date:** October 23, 2014

Subject: **249 Center Street
Condemnation**

Issue: The building located at 249 Center Street previously caught fire and has been vacant for a number of years. Staff has inspected the property and determined that the building is dilapidated, decayed, and that it creates a safety hazard to surrounding properties.

Recommended Action:

Staff recommends condemnation of the building and moving forward with demolishing the building.

Attachment(s)/References:

Location Map
Notice of Condemnation
Memo to the Building Official
Summons

Legend



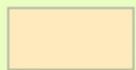
NOT TO SCALE



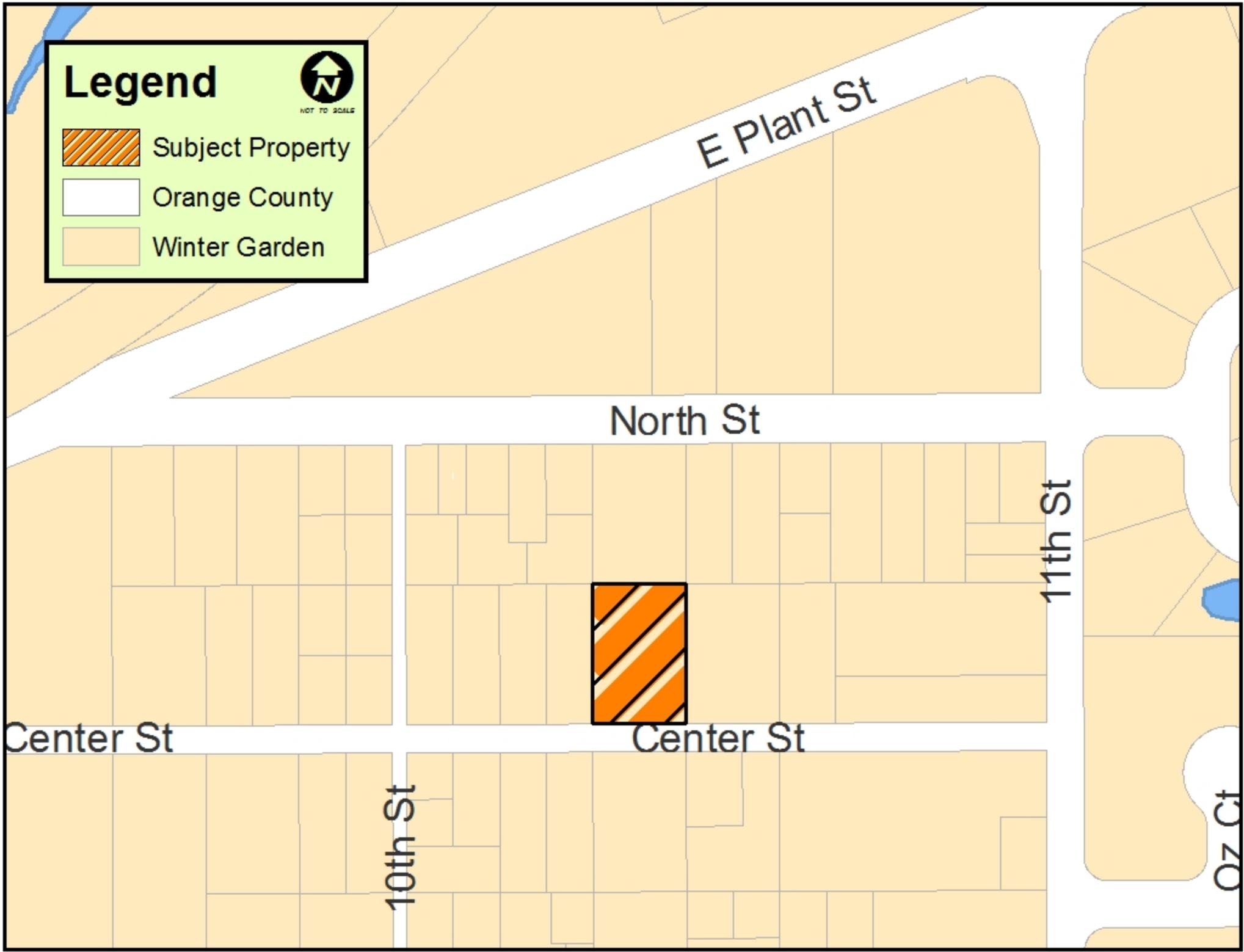
Subject Property



Orange County



Winter Garden



E Plant St

North St

11th St

Center St

Center St

10th St

Oz Ct



MEMORANDUM

Date: September 22, 2014
To: Mark Jones, Building Official
CC: Ed Williams, Community Development Director
From: Steve Pash, Code Compliance Manager

Subject: 249 Center Street – Condemnation
Code Case # 14-153

Street Address: 249 Center Street
Winter Garden, Florida 34787

Tax Parcel Identification No.: 13-22-27-5260-00-092

Legal Description: J S Loveless addition to Winter Garden D/90 S1/2 of Lot 9 according to the plat thereof as recorded in PB Q, Page 114, of the Public Records of Orange County, Florida. .

Record Fee Owner Betty Brunson; Freddie Anderson; Johnnie Anderson; Ruby Kendrick; and Shirley E. Anderson

Per Chapter 18, Division 5. Dilapidated, Dangerous, Decayed Structures and Appurtenances of the City Code, the Code Enforcement Department is making a recommendation to condemn the structures located at 249 Center Street.

The building previously caught fire, is are currently vacant, and the building is dilapidated, decayed, and create a danger to surrounding properties.

Once the building is condemned, Code Enforcement plans to demolish the building.

**NOTICE OF CONDEMNATION
CITY OF WINTER GARDEN, FLORIDA**

Pursuant to Chapter 18, Art. II. of the Winter Garden Code of Ordinances, notice is hereby given to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate as described herein, that the City of Winter Garden Commission will hold a public hearing on **October 23, 2014 at 6:30 p.m.**, or as soon thereafter as possible in the City Commission Chambers at City Hall, located at 300 West Plant Street, Winter Garden, Florida, to determine whether an order of condemnation made by the city building inspector should be confirmed in all respects regarding the following property:

Street Address:	249 Center Street Winter Garden, Florida 34787
Tax Parcel Identification No.:	13-22-27-5260-00-092
Legal Description:	J S Loveless addition to Winter Garden D/90 S1/2 of Lot 9 according to the plat thereof as recorded in PB Q, Page 114, of the Public Records of Orange County, Florida.
Record Fee Owner (Per Orange County Tax Collector)	Betty Brunson; Freddie Anderson; Johnnie Anderson; Ruby Kendrick; and Shirley E. Anderson

YOU ARE FURTHER NOTIFIED THAT AN INSPECTION OF THE AFORESAID PROPERTY HAS REVEALED CAUSE TO CONDEMN THE STRUCTURE(S) LOCATED THEREON AS SET FORTH IN SECTION 18, ART. II OF THE WINTER GARDEN CODE OF ORDINANCES FOR VIOLATIONS OF §§ 18-151, 18-155 & 18-159, WINTER GARDEN CODE OF ORDINANCES. All persons having any interest or right in the above-described property must appear before the Winter Garden City Commission at the public hearing to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Failure to protest the order of condemnation or to appear and show cause why the order of condemnation should not be confirmed shall result in all persons having any right or interest in the above-referenced being forever foreclosed and barred of claiming any damage because of the destruction of the property described in the condemnation order. For more information or to review the file, please contact Steve Pash with the City of Winter Garden, 300 W. Plant St., Winter Garden, Florida 34787; telephone number 407-656-4111 Ext. 2292.

Any persons with disabilities needing special accommodations should submit a written request to the Planning & Zoning Department, 300 W. Plant St., Winter Garden, FL 34787 or phone (407) 656-4111, Ext. 2312 at least 48 hours prior to each meeting. Any person wishing to appeal a decision of the Winter Garden City Commission must ensure that a verbatim record of the proceedings is made.



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839

WWW.WINTERGARDEN-FL.GOV

NOTICE OF CONDEMNATION

DATE ISSUED: September 25, 2014 **WINTER GARDEN CODE ENFORCEMENT CASE#:** 14-153

PROPERTY OWNER(S) NAME: Betty Brunson; Freddie Anderson;
Johnnie Anderson; Ruby Kendrick; and
Shirley E. Anderson.

MAILING ADDRESS: 249 Center Street
Winter Garden, Florida 34787

DATE OF SERVICE:

(INSERT)

RE: CITY OF WINTER GARDEN NOTICE OF CONDEMNATION

LEGAL DESCRIPTION: J S Loveless addition to Winter Garden D/90 S1/2 of Lot 9 according to the plat thereof as recorded in PB Q, Page 114, of the Public Records of Orange County, Florida.

STREET ADDRESS AND TAX PARCEL ID # : 249 Center Street
Winter Garden, FL 34787
13-22-27-5260-00-092

DEAR PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY HAS REVEALED CAUSE TO CONDEMN THE STRUCTURES LOCATED THEREON AS SET FORTH IN ARTICLE II, SECTION 18 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN. VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE WINTER GARDEN CODE OF ORDINANCES APPLY AS TO YOUR PROPERTY:

VIOLATION(S):

CHAPTER 18- DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES

SECTION 18-151. STANDARD CODE ADOPTED.

THERE IS ADOPTED BY THE CITY FOR THE PURPOSES OF ESTABLISHING RULES AND REGULATIONS PERTAINING TO OR IN ANY WAY RELATED TO ANY AND ALL BUILDINGS, STRUCTURES, ELECTRICAL, GAS, MECHANICAL OR PLUMBING SYSTEMS WHICH ARE UNSAFE, UNSANITARY, OR DO NOT PROVIDE ADEQUATE EGRESS, OR WHICH CONSTITUTE A FIRE HAZARD, OR ARE OTHERWISE DANGEROUS TO HUMAN LIFE, OR WHICH IN RELATION TO EXISTING USE, CONSTITUTE A HAZARD TO SAFETY OR HEALTH, ARE CONSIDERED UNSAFE BUILDINGS OR UNSAFE SERVICES SYSTEMS AS SET FORTH IN THE STANDARD UNSAFE BUILDING ABATEMENT CODE AS

DATE ISSUED:

WINTER GARDEN CODE ENFORCEMENT CASE No.:

NOTICE OF CONDEMNATION

PUBLISHED BY THE SBCCI, AND AS SUCH MAY BE AMENDED, MODIFIED OR UPDATED BY THE SBCCI (THE "ABATEMENT CODE"). THE ABATEMENT CODE IS ADOPTED AND FULLY INCORPORATED HEREIN AS IF FULLY SET OUT AT LENGTH IN THIS SECTION, SAVE AND EXCEPT SUCH PORTIONS ARE DELETED, ADDED, MODIFIED OR AMENDED IN THIS ARTICLE. ONE COPY OF THE ABATEMENT CODE IS ON FILE IN THE OFFICE OF THE BUILDING OFFICIAL. ALL SUCH UNSAFE BUILDINGS, STRUCTURES OR SERVICE SYSTEMS ARE HEREBY DECLARED ILLEGAL AND SHALL BE ABATED BY REPAIR AND REHABILITATION OR BY DEMOLITION IN ACCORDANCE WITH THE PROVISIONS OF THE ABATEMENT CODE, OR OTHER PROVISIONS OF THE BUILDING AND PROPERTY MAINTENANCE REGULATIONS OF THE CITY. ALL REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.

SECTION 18-159. PUBLIC NUISANCES.

PUBLIC NUISANCES ARE DEFINED IN SECTION 18-155. WHEN NUISANCE CONDITIONS OR HAZARDS DEGENERATE OR CUMULATIVELY IMPACT ON STRUCTURES DWELLINGS, OR OTHER BUILDINGS REGULATED BY THIS CODE, TO THE EXTENT THAT REPAIR, REMOVAL, SECURING OR DEMOLITION IS NECESSARY FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, THEN THE BUILDING OFFICIAL OR HIS DESIGNEE IS AUTHORIZED TO ORDER THE PROPERTY OWNER OR CITY AGENTS TO REPAIR, REMOVE, SECURE, VACATE OR DEMOLISH SUCH STRUCTURES ACCORDING TO PROCEDURES OUTLINED IN THE ABATEMENT CODE OR AS OTHERWISE PROVIDED FOR IN THE CODE. THESE POWERS ARE HEREBY DECLARED TO BE REMEDIAL AND ESSENTIAL FOR THE PUBLIC INTEREST, AND IT IS INTENDED THAT SUCH POWERS BE LIBERALLY CONSTRUED TO EFFECTUATE THE PURPOSES STATED HEREIN.

CHAPTER 18-155. CONDITIONS CONSTITUTING HAZARDS—NOTICE.

WHEN THERE MAY BE FOUND TO EXIST ANY CONDITION OF ANY BUILDING, LAND OR PREMISES OR ANY CONDITION IN, UPON OR ABOUT ANY BUILDING, LAND OR PREMISES WHICH CONSTITUTES OR IS LIKELY TO CONSTITUTE A FIRE HAZARD OR A HAZARD TO THE HEALTH, SAFETY OR WELFARE OF THE OCCUPANTS OR THE PUBLIC (I.E., A PUBLIC NUISANCE). . . .

REASONS FOR CONDEMNATION:

THE BUILDING PREVIOUSLY CAUGHT FIRE, IS ARE CURRENTLY VACANT, AND THE BUILDING IS DILAPIDATED, DECAYED, AND CREATE A DANGER TO SURROUNDING PROPERTIES.

DATE OF HEARING:

OCTOBER 23, 2014

PURSUANT TO SECTION 18-157 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN, YOU ARE ENTITLED TO A HEARING ON THE CONDEMNATION TO BE HELD ON THE DATE STATED HEREIN. THE CITY COMMISSION SHALL HEAR THE CAUSES AND MAY SUSTAIN, REJECT OR MODIFY THE ACTION AND RECOMMENDATIONS OF THE OFFICER OR EMPLOYEE MAKING AND FILING THE NOTICE WITH RESPECT TO THE HAZARDOUS CONDITION AND SHALL ORDER THE REMOVAL, DESTRUCTION, OTHER DISPOSITION OR REPAIR OF ANY SUCH BUILDING OR SHALL ORDER SUCH OTHER MATTERS OR THINGS TO BE DONE AS MAY BE NECESSARY TO REMOVE OR CORRECT SUCH HAZARDOUS CONDITION, AND SHALL ORDER THAT SUCH BE DONE WITHIN SUCH TIME AS THE CITY COMMISSION MAY DETERMINE.

SINCERELY,

**STEPHEN PASH
CODE COMPLIANCE MANAGER**

SUMMONS AND NOTICE OF HEARING
NOTICE OF CONDEMNATION

CITY OF WINTER GARDEN,
a Florida Municipal Corporation,

Petitioner,

CASE NO.: 14-153

Date:

vs.

Betty Brunson; Freddie Anderson; Johnnie Anderson; Ruby Kendrick; and
Shirley E. Anderson,

Respondents.

_____ /

SUMMONS AND NOTICE OF HEARING

Betty Brunson; Freddie Anderson; Johnnie Anderson; Ruby Kendrick; and
Shirley E. Anderson
249 Center Street
Winter Garden, Florida 34787

Re: City of Winter Garden Notice of Condemnation

**YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THE CITY
COMMISSION OF THE CITY OF WINTER GARDEN, ON THE 23rd DAY OF
OCTOBER 2014, AT 6:30 P.M. AT THE CITY OF WINTER GARDEN COMMISSION
CHAMBERS, 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.**

The purpose of the hearing is for the City Commission of the City of Winter Garden to make a determination regarding the condemnation of the property described herein. Upon investigation, it has been determined that the property violates provisions of the Code of Ordinances of the City of Winter Garden as set forth in the Notice of Condemnation served concurrently herewith.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the scheduled hearing. You may also have other rights as are set forth in the City of Winter Garden Code of Ordinances. Any person appealing a decision made by the City Commission of the City of Winter Garden must ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is made. The City of Winter Garden does not provide this record. Anyone requiring accommodations in order to participate under the Americans with Disabilities Act should contact the A.D.A. Coordination at _____ five days prior to the hearing.

DATED on this ____ day of _____, 2014.

City of Winter Garden
Community Development Department

By: _____
Its: _____

AFFIDAVIT OF SERVICE

STATE OF FLORIDA
COUNTY OF ORANGE

Service was made on _____ (resident, occupant, or owner's name) (Age and Relationship to Respondent(s)), at _____ A.M. / P.M., on _____, 2014, by _____.

Respondent/Occupant Signature

Officer Signature
My signature validates proper service per section 162.12, Florida Statutes.

Per section 162.12(c)-(d), Florida Statutes, valid service includes:

Leaving the notice at the Respondent's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

In the case of commercial premises, leaving the notice with the manager or other person in charge.



NOTICE
THIS NOTICE IS
GIVEN TO YOU BY THE
PROPERTY OWNER
AND YOU ARE ADVISED
THAT THE PROPERTY
IS BEING SOLD AS IS
AND WITHOUT WARRANTY
OF ANY KIND. THE
BUYER SHALL BE RESPONSIBLE
FOR ALL EXPENSES
CONNECTED WITH THE
CLOSING OF THE SALE.
2015 Estate Trust, 1000 Lakeside Dr, West
Lafayette, LA 70081
For more information, please contact
the listing agent at (504) 833-1234.

1000 Lakeside Dr
West Lafayette, LA 70081
(504) 833-1234



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: October 16, 2014

Meeting Date: October 23, 2014

Subject: WATERSIDE ON JOHN'S LAKE PHASE II
DEVELOPERS AGREEMENT
PARCEL ID# 06-23-27-0000-00-002
PARCEL ID# 06-23-27-0000-00-004
PARCEL ID# 06-23-27-4288-08-211
PARCEL ID# 06-23-27-4288-08-321
PARCEL ID# 06-23-27-4272-00-030

Issue: Approval of the Waterside on John's Lake Phase II Developers Agreement.

Recommended Action:

Staff recommends approval of the Waterside on John's Lake Phase II Developers Agreement.

Attachment(s)/References:

Waterside on John's Lake Phase II Developers Agreement

This Instrument Prepared by and Return to:

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

Tax Parcel Numbers: 06-23-27-0000-00-002
06-23-27-0000-00-004
06-23-27-4288-08-211
06-23-27-4288-08-321
06-23-27-4272-00-030

WATERSIDE ON JOHN'S LAKE PHASE II
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2014, by and among the CITY OF WINTER GARDEN, FLORIDA, a Florida municipal corporation (the "**City**"), WATERSIDE AT JOHN'S LAKE, LLC, a Florida limited liability company and STANDARD PACIFIC OF FLORIDA, a Florida general partnership (collectively, the "**Developer**").

RECITALS:

- A.** Developer is the fee simple owner of that certain real property generally located west of C.R. 545 on Marsh Road in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit "A"** (the "**Subject Property**"); and
- B.** The Subject Property is located on the north and south side of Marsh Road and represents a portion of the Urban Village area depicted on Figure 1.2 in the Future Land Use Element of the City's Comprehensive Plan (the "**Urban Village Area**"); and
- C.** Policy 1-1.2.12 of the Future Land Use Element of the City's Comprehensive Plan addresses development within the Urban Village Area and references an anticipated total development program to include approximately 2,140 residential dwelling units ("**RDU(s)**") and approximately 115,000 square feet of commercial uses; and
- D.** The Subject Property is zoned PUD, Planned Unit Development, and subject to and governed by City of Winter Garden Ordinance No. 12-44 (the "**PUD Ordinance**"); and

- E. The Developer shall comply with all provisions of the PUD Ordinance in the development of the Subject Property in addition to other approvals by the City; and
- F. The Developer is developing adjacent property to the east known as Waterside on John's Lake Phase I ("Phase I"), and also desires to develop the Subject Property as a residential subdivision to be known as Waterside on Johns Lake Phase II consisting of a total of not more than 296 residential single-family units with no more than seventeen live/work single-family units and related amenities and infrastructure (the "**Project**"); and
- G. The Developer further desires to develop the Project in three (3) phases as depicted on **Exhibit "B"** as 2A, 2B and 2C; and
- H. Development of the Project remains subject to certain approvals by the City, including, but not limited to, final plat approval, and issuance of building permits, certificates of occupancy and certificates of completion; and
- I. The impact of such a development on public infrastructure and services, including, but not limited to, roads, the connection of improvements to be constructed on the Subject Property to the City's public infrastructure, stormwater drainage, sanitary sewer, potable water, police, and fire will be significant given the infrastructure needs generated by the Project; and
- J. Development of the Subject Property at the intensity and configuration proposed requires the Developer to perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan and state law and otherwise address the impacts generated by the Project; and
- K. Developer acknowledges that there are inadequate public facilities, infrastructure and services existing at this time to adequately serve the Project and, therefore, the Developer will need to provide certain public facilities, infrastructure and services for the Subject Property, perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, regulations, policies and state law; and
- L. The Developer acknowledges that construction of the improvements and obligations required herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the Developer and the Subject Property; and
- M. The City has identified the need for certain improvements in order to accommodate Developer's development of the Subject Property and future

surrounding development including, but not limited to, the construction of right-of-way improvements and installation of potable water mains, sanitary sewer mains, reclaimed water mains and other improvements more particularly described herein; and

- N. Pursuant to the Code of Ordinances and the PUD Ordinance, Developer is required to cause the installation, construction and extension of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Subject Property based on minimum design requirements established by the City; and
- O. In conjunction with the Developer's development of the Subject Property and as a condition of approval of the Project, the City requires the "oversizing" of certain public infrastructure (i.e., the public utility mainlines) which are to be constructed, installed and extended for and to the Subject Property for the Project (i.e., that portion of the public utility mainlines exceeding the minimum standards for the Project as established by the City and as provided in this Agreement, with said oversizing and extension at times collectively referred to herein as "**Oversizing**"); and
- P. Said Oversizing is required for the purpose of ensuring that the City maintains the minimum standards for health, safety and welfare in the most cost-effective manner and to promote the convenience, comfort, public interest, and general welfare of the citizens of the City and to meet present and future local needs; and
- Q. The Developer and City agree, as more particularly set forth herein, that the Developer, or its independent contractors, shall install, construct and extend certain oversized public utility mainlines and other public infrastructure, in consideration of City's financial contribution to the costs associated with the Oversizing of public infrastructure in connection with Phase I beyond that which is necessitated by the development of the Project; and
- R. This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority and as a condition of the PUD Ordinance; and
- S. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the Oversizing of the infrastructure and road improvements, the development of the Project and Subject Property, and other matters as provided for herein.

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

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

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

3. Phasing. The Project will be developed in three phases described as Phase 2A, 2B and 2C as depicted on Exhibit B attached hereto and incorporated herein by this reference. Phase 2A shall be the first phase consisting of 103 units, Phase 2B shall be the second phase consisting of 52 units and Phase 2C shall be the third phase consisting of 151 units; the Project is not permitted to proceed with development out of that order. Subject to the provisions of Paragraph 30 concerning the potential hold on platting and building permits if the Tanks Site is not timely conveyed and the Tanks are not timely constructed and operational, Phase 2A and Phase 2B may be developed at the same time provided all the matters required to be completed as part of Phase 2A are accomplished. In no event shall Phase 2C proceed forward with final platting unless and until (i) the lands necessary for the Northern Williams Road Improvements (as defined herein) are conveyed to the City, (ii) the Internal Oversized Lines within Phase 2C and connecting to the Tanks Site as reflected on Exhibit "C" attached hereto, including the 16" diameter water main, 12" diameter reclaimed water main and 8" diameter force main are installed and cleared for use; and (iii) the lands for the Tanks Site (as defined herein) are conveyed in fee simple ownership to the City. In no event shall building permits and certificates of occupancy be issued for any dwelling unit or other structure in Phase 2C until the Northern Williams Road Improvements achieve completion as described in Section 8 (Road Improvements Completion).

4. Sewer Force Main Line.

A. Sewer Force Main Line Described. As part of the Developer's construction of the site infrastructure for the Phase 2A of the Project subsequent to the Developer's receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer shall diligently pursue the design, permitting, installation and construction of a twelve inch (12") sanitary sewer force main from the existing point of connection on Marsh Road west approximately 1,547 linear feet to the Subject Property and along the entire frontage of the Subject Property along Marsh Road along with an eight inch (8")

diameter sanitary sewer force main being approximately 3,601 linear feet running internal through the Project extending from Marsh Road north to the northern boundary of Phase 2A, and as part of the site infrastructure for Phase 2C of the Project, the Developer shall design, permit and install an eight inch (8") diameter sanitary sewer force main extending from the boundaries of Phase 2A through Phase 2C and connecting to the Tanks Site and the northern boundary of Phase 2C (collectively herein the "**Sewer Force Main**"). The route of the Sewer Force Main is depicted on **Exhibit "C,"** attached hereto and made a part hereof. Said Sewer Force Main shall be designed, permitted, installed and constructed in accordance with the City's Code, regulations, policies and requirements. Developer shall control all aspects of the construction and installation of the Sewer Force Main and shall select and hire any independent contractors to complete the work as it shall determine. The parties acknowledge that the design, permitting, installation and construction of the Sewer Force Main is an obligation of the Developer and that the Developer desires to assume such obligation for its own purposes and benefit and to provide for its design, permitting, installation and construction as part of this Agreement.

B. Oversizing. The parties also further acknowledge and agree that the City is requiring a portion of the Sewer Force Main to be oversized from an eight inch (8") diameter force main to a twelve inch (12") diameter force main ("**Sewer Oversizing**") at no cost to the City based upon the City's financial contribution for Phase I.

C. Timing of Improvement. In the event that any other property is in need of the Sewer Force Main or any portion thereof for development purposes before Developer can commence construction of the Sewer Force Main, and the Sewer Force Main or a portion thereof is constructed by the City, or anyone else, Developer agrees that it shall be responsible for reimbursing the City or at the City's direction, the party that caused the construction of the Sewer Force Main, or a portion thereof, to occur for Developer's share of the completion cost.

D. Completion. Upon completion of the Sewer Force Main, the Developer shall request the City Engineer inspect such improvements and seek to obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Sewer Force Main, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Sewer Force Main construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Sewer Force Main has been completed in accordance with approved designed plan, (iv) the granting of utilities easements to the City under, across and through those portions of the Subject Property needed for the City's operation, maintenance and repair of the Sewer Force Main in a form acceptable to the City, and (v) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the Sewer Force Main. The Sewer Force Main shall be deemed completed

upon Developer satisfying all of the conditions of this Section 4 ("**Sewer Force Main Completion**").

E. Certificates of Occupancy. No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Sewer Force Main Completion. Upon the occurrence of Sewer Force Main Completion, the City will take over ownership, operation and maintenance of the Sewer Force Main.

5. **Potable Water Lines.**

A. Potable Water Lines Described. As part of the Developer's construction of the site infrastructure for Phase 2A of the Project subsequent to the Developer's receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer shall diligently pursue the design, permitting, installation and construction of a sixteen inch (16") diameter potable water main from the existing point of connection on Marsh Road west approximately 1,040 linear feet to the Subject Property and a twelve inch (12") diameter potable water main 489 linear feet and along the entire frontage of the Subject Property along Marsh Road along with a sixteen inch (16") diameter potable water main being approximately 2,792 linear feet running internal through the Project extending from Marsh Road north to the northern boundary of Phase 2A, and as part of the site infrastructure for Phase 2C of the Project, the Developer shall design, permit and install a sixteen inch (16") diameter water main extending from the boundaries of Phase 2A through Phase 2C and connecting to the Tanks Site and the northern boundary of Phase 2C (collectively herein the "**Water Line**"). The route of the Water Line is depicted on **Exhibit "C,"** attached hereto and made a part hereof. Said Water Line shall be designed, permitted, installed and constructed in accordance with the City's Code, regulations, policies and requirements. Developer shall control all aspects of the construction and installation of the Water Line and shall select and hire any independent contractors to complete the work as it shall determine. The parties acknowledge that the design, permitting, installation and construction of the Water Line is an obligation of the Developer and that the Developer desires to assume such obligation for its own purposes and benefit and provide for its design, permitting, installation and construction as part of this Agreement.

B. Oversizing. The parties also further acknowledge and agree that the City is requiring a portion of the Water Line to be oversized from an eight inch (8") diameter force main to a sixteen inch (16") diameter water main ("**Water Line Oversizing**") at no cost to the City based upon the City's financial contribution for Phase I.

C. Timing of Improvement. In the event any other property is in need of the Water Line or any portion thereof for development purposes before Developer can commence construction of the Water Line, and the Water Line or a portion thereof is constructed by the City, or anyone else, Developer agrees that it shall be responsible for reimbursing the City or at the City's direction, the party that caused the construction

of the Water Line, or a portion thereof, to occur for Developer's share of the completion cost.

D. Completion. Upon completion of the Water Line, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Water Line, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Water Line construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Water Line have been completed in accordance with approved design plans, (iv) the granting of utilities easements to the City under, across and through those portions of the Subject Property needed for the City's operation, maintenance and repair of the Water Line in a form acceptable to the City, and (v) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the for the Water Line. The Water Line shall be deemed completed upon Developer satisfying all of the conditions of this Section 5 ("**Water Line Completion**").

E. Certificates of Occupancy. No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Water Line Completion. Upon the occurrence of Water Line Completion, the City will take over ownership, operation and maintenance of the Water Line.

6. **Reclaimed Water Line.**

A. Reclaimed Water Line Described. As part of the Developer's construction of the site infrastructure for Phase 2A of the Project subsequent to the Developer's receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer shall diligently pursue the design, permitting, installation and construction of a twelve inch (12") diameter reclaimed water line from existing point of connection on Marsh Road west approximately 1,540 linear feet to the Subject Property and along the entire frontage of the Subject Property along Marsh Road along with a twelve inch (12") diameter reclaimed water line being approximately 3,951 linear feet running internal through the Project extending from Marsh Road north to the northern boundary of Phase 2A, and as part of the site infrastructure for Phase 2C of the Project, the Developer shall design, permit and install a twelve inch (12") diameter reclaim water main extending from the boundaries of Phase 2A through Phase 2C and connecting to the Tanks Site and the northern boundary of Phase 2C (collectively the "**Reclaimed Water Line**"). The route of the Reclaimed Water Line is depicted on **Exhibit "C,"** attached hereto and made a part hereof. Said Reclaimed Water Line shall be designed, permitted, installed and constructed in accordance with the City's Code, regulations, policies and requirements. Developer shall control all aspects of the construction and installation of the Reclaimed Water Line and shall select and hire any independent

contractors to complete the work as it shall determine. Once sufficient reclaimed water becomes available to the Project as determined by the City, the Developer agrees to accept all flows to the Project in an amount as determined by the City which amount will vary, all subject to City Code and City Engineer review and approval. The City is not responsible for any portion of the Reclaimed Water Line cost.

B. Oversizing. The parties further acknowledge and agree that the City is requiring the Reclaimed Water Line to be oversized from an eight inch (8") diameter line to a twelve inch (12") diameter line for its entire length (the "Reclaimed Water Line Oversizing") at no cost to the City based upon the City's financial contribution for Phase I.

C. Timing of Improvement. In the event any other property is in need of the Reclaimed Water Line or any portion thereof for development purposes before Developer can commence construction of the Reclaimed Water Line, and the Reclaimed Water Line or a portion thereof is constructed by the City, or anyone else, Developer agrees that it shall be responsible for reimbursing the City or at the City's direction, the party that caused the construction of the Reclaimed Water Line, or a portion thereof, to occur for Developer's share of the completion cost.

D. Completion. Upon completion of the Reclaimed Water Line, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Reclaimed Water Line, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Reclaimed Water Line construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Reclaimed Water Line has been completed in accordance with approved design plans, (iv) the granting of utilities easements to the City under, across and through those portions of the Subject Property needed for the City's operation, maintenance and repair of the Reclaimed Water Line in a form acceptable to the City, and (v) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the for the Reclaimed Water Line. The Reclaimed Water Line shall be deemed completed upon Developer satisfying all of the conditions of this Section 6 ("**Reclaimed Water Line Completion**").

E. Certificates of Occupancy. No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Reclaimed Water Line Completion. Upon the occurrence of Reclaimed Water Line Completion, the City will take over ownership, operation and maintenance of the Reclaimed Water Line.

7. Marsh Road.

A. Construction of Improvements. As part of the Developer's construction of the site infrastructure for Phase 2A of the Project subsequent to the Developer's receipt of preliminary subdivision plan (a/k/a preliminary plat) approval, the Developer, at Developer's sole expense, shall design, permit and construct a round-a-bout with right turn lane by-pass on Marsh Road at the main entrance to the Project and other right-of-way improvements necessary to accommodate access to the Project in accordance with the schematic attached hereto as **Exhibit "D"** along with streetlights meeting the dark skies City Code requirements and ten (10) foot wide bike path/sidewalk along the Subject Property's entire frontage on the north side of Marsh Road (the "**Marsh Road Improvements**"). Developer shall control all aspects of the construction and installation of the Marsh Road Improvements subject to right-of-way permit/use regulations and Developer shall select and hire any independent contractors to complete the work as it shall determine.

B. Conveyance of Right-of-Way. The Developer shall convey or cause to be conveyed lands from the Subject Property as more specifically described in the attached **Exhibit "E"** (the "**Marsh Road Right-of-Way Property**") which are necessary to accommodate the Marsh Road Improvements and utilities serving the Project and being installed pursuant to this Agreement. The Marsh Right-of-Way Property shall be conveyed by the Developer to the City by special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The Marsh Road Right-of-Way Property shall be conveyed to the City no later than upon final plat approval and simultaneously with the recording of the final plat for Phase 2A (the first plat) of the Project. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall, at least ten (10) days prior to the conveyance of the Marsh Road Right-of-Way Property to the City, provide to the City a boundary survey of the Marsh Road Right-of-Way Property certified to the City and a current attorney's opinion of title or a current title commitment to be followed by a policy of title insurance, evidencing that fee simple title to the Marsh Road Right-of-Way Property is free and clear of all liens and encumbrances except for those matters acceptable to the City. The cost and expenses related to the conveyance of the Marsh Road Right-of-Way Property including the cost of title work and survey shall be borne solely by the Developer. Real property taxes on the Marsh Road Right-of-Way Property shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed by the Developer in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Developer shall be responsible for real property taxes for the entire year. Owner and Developer shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Marsh Road Right-of-Way Property to the City. Neither the Owner or Developer nor Owner's and Developer's successors and assigns nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on

account of, or with respect to the required conveyance of the Marsh Road Right-of-Way Property to the City.

C. Proportionate Fair Share Contribution. The City and Developer agree that Developer's proportionate fair share towards certain improvements to the Marsh Road and Williams Road intersection, including the cost of signaling said intersection, totals TWO-HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Proportionate Share Payment"). The City and Developer agree that the Proportionate Share Payment represents 12.5% of the total cost of said improvements. Such \$200,000.00 Proportionate Share Payment is based on the City being able to obtain all necessary right-of-way for such Marsh Road and Williams Road intersection improvements at no additional costs to the City. In the event the City must expend funds to acquire additional right-of-way for such improvements, the Proportionate Share Payment may be increased by an amount that represents 12.5% of such an expenditure to offset the City's additional expenses in securing such additional right-of-way. Developer agrees to pay to the City the Proportionate Share Payment to the City prior to the issuance of the first building permit for Phase 2C. No building permits and certificates of occupancy shall be issued for Phase 2C unless and until the Proportionate Share Payment is paid in full. The Proportionate Share Payment is being made to compensate for access improvements that provide a direct benefit to the Project and Subject Property. The Project and Developer shall receive no impact fee credits for making the Proportionate Share Payment.

8. North Williams Road

a. Construction of Improvements. As part of Developer's development of Phase 2C of the Project, the Developer contemplates rear loaded 40' lots with alleys and access points along that portion of Williams Road north of Sweet Amber Lane as depicted on the PUD for the Project (the "**North Williams Road**"). With respect to North Williams Road, Note 18 of Developer's approved PUD Plan provides that Developer shall pave the portion of Williams Road south of the proposed roadway to the intersection of Amber Sweet Lane as part of the construction of Phase 2C (the "**Williams Road PUD Requirement**"). Accordingly, concurrent with the construction of the site infrastructure for Phase 2C of the Project, and conditioned upon the City obtaining title to North Williams Road as contemplated herein, the Developer, at Developer's sole expense, shall design, permit and construct the North Williams Road and other right-of-way improvements and utilities necessary to accommodate access to Phase 2C of the Project in accordance with the schematic attached hereto as **Exhibit "F"** (the "**North Williams Road Improvements**"). Developer shall control all aspects of the construction and installation of the North Williams Road Improvements subject to right-of-way permit/use regulations and Developer shall select and hire any independent contractors to complete the work as it shall determine. The Developer and Project shall not receive any impact fee credits concerning the North Williams Road Improvements or any right-of-way conveyance relating thereto.

b. Conveyance of Right-of-Way. The Developer shall, subject to the below paragraph, convey or cause to be conveyed in fee simple to the City such lands that are necessary to accommodate the North Williams Road Improvements and utilities serving Phase 2C of the Project and being installed pursuant to this Agreement (“**North Williams Road Right-of-Way**”). If Developer is successful in obtaining title to North Williams Road Right-of-Way or through its efforts, cause the transfer of North Williams Road Right-of-Way to the City, Developer shall either convey or cause to be conveyed the North Williams Road Right-of-Way in accordance with the terms and provisions set forth in subsection 7.B. above; provided; however, the City and Developer acknowledge that the North Williams Road Right-of-Way will be conveyed to the City no later than final plat approval and simultaneously with the recording of the final plat for Phase 2C of the Project. Developer must provide City with written assurance that Developer can convey or cause the conveyance of the North Williams Road Right-of-Way to occur before the City will proceed with City Commission consideration of the Phase 2C final plat for approval. Any final plat approval for Phase 2C shall be subject to and conditioned upon the required conveyance of the North Williams Road Right-of-Way occurring prior to or on the same day that the Phase 2C final plat is recorded.

Notwithstanding the foregoing, the City acknowledges that the Developer does not own or control the North Williams Road Right-of-Way. Developer will use good faith efforts to effectuate a fee simple conveyance of the North Williams Road Right-of-Way to the City either (a) via the current owner resulting in a direct deed from the owner to the City; or (b) if Developer obtains title to North Williams Road, pursuant to a direct deed from the Developer to the City. In the event the North Williams Road Right-of-Way are not conveyed to the City in fee simple ownership, Developer shall have no right to proceed with the platting and construction of Phase 2C, including any site improvements and dwelling units thereon. If through good faith efforts of Developer, Developer is unable to effectuate the transfer of North Williams Road to the City, the City agrees to consider a Developer proposal to modify and amend current approval conditions governing the Project to permit, among other things, development of Phase 2C of the Project to proceed without rear loaded lots along North Williams Road and the necessity of North Williams Road and the North Williams Road Improvements. The Marsh Road Improvements and the North Williams Road Improvements are hereinafter collectively referred to herein as the “**Road Improvements**”. No building permits or certificates of occupancy for any dwelling unit or structure within Phase 2C shall be issued unless and until the Road Improvements are fully constructed and deemed completed.

9. Completion of Road Improvements. Upon completion of the Road Improvements (under the time-frames set forth above), the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Road Improvements, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Road

Improvements construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Road Improvements have been completed in accordance with approved designed plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any for the Road Improvements. No building permits (except model home building permits) or certificates of occupancy shall be issued for the Project until completion of the Marsh Road Improvements, including the issuance of a the certificate of completion by the City Engineer, execution and delivery of the bill of sale, and delivery of an acceptable maintenance bond or irrevocable letter of credit for the Marsh Road Improvements. Subject to any modifications to the approval conditions that may occur, no building permits or certificates of occupancy shall be issued for Phase 2C of the Project until completion of the Northern Williams Road Improvements, including the issuance of the certificate of completion by the City Engineer, execution and delivery of the bill of sale, and delivery of an acceptable maintenance bond or irrevocable letter of credit for the Northern Williams Road Improvements. The Road Improvements shall be deemed completed upon Developer satisfying all of the conditions of this Section 9 ("**Road Improvements Completion**"). Upon the occurrence of Road Improvements Completion, the City will take over ownership, operation and maintenance of the portion of Road Improvements located within the public right-of-way.

10. Lift Station. Prior to the issuance of any certificate of occupancy related to any building associated with each phase of the Project, if required by the City Approvals, the Developer shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of a size and capacity and in a location required by conditions of development approvals to accommodate the anticipated sanitary sewer flow requirements of each phase of the Project (the "**Lift Station**"). Upon completion of the Lift Station, the City Engineer shall inspect such improvements, and Developer shall seek to obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving such certificate of completion, Developer shall execute and deliver to the City: (i) invoices for construction costs of the Lift Station, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Lift Station has been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and contractor warranties, if any, for the Lift Station after the City Engineer certifies that the Lift Station is properly constructed, (v) a special warranty deed conveying the area on which the Lift Station is located as depicted and described on **Exhibit "G"** and **Exhibit "H"** attached hereto and incorporated herein by reference (the "**Lift Station Tracts**"), free and clear of all encumbrances not reasonably unacceptable to the City, to the City after the City Engineer certifies that the Lift Station is properly constructed, and (vi) access easement in favor of the City for ingress and egress to and from the Lift Station Tracts. The Lift Station shall be deemed completed upon Developer satisfying all of the

conditions of this Section 10 ("**Lift Station Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Lift Station Completion. Upon the occurrence of the Lift Station Completion, the City will take over ownership, operation and maintenance responsibility for the Lift Station.

11. Plan Approval. The City shall have final approval of all plans, calculations, designs, locations and specifications for the foregoing Road Improvements, Water Line, Reclaimed Water Line, Sewer Force Main, Internal Utility Lines and Lift Station (hereinafter collectively referred to as the "**Public Infrastructure Improvements**"). The Developer acknowledges and agrees that its design, permitting, installation and construction of the Public Infrastructure Improvements (less Sewer Oversizing costs to be reimbursed by the City) are proportionate to the impacts of the development of the Subject Property and that such improvements provide a direct benefit to the Subject Property. Except as otherwise extended by the City, once the Developer commences construction of the Public Infrastructure Improvements, such improvements shall be completed no more than 365 days from the commencement of construction, unless a shorter period of time is required by applicable permits, then such shorter period shall apply.

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

13. Utility Improvements.

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

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

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

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

(e) It is an express condition of this Agreement that the City's maximum monetary liability and obligation under this Agreement shall be the Water Line Oversizing, Reclaimed Line Oversizing and Sewer Oversizing costs, and that the City shall have no liability therefor if the bids, pricing, contracts and change orders are not reviewed and approved by the City prior to construction of such items.

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

15. Performance Bond. Prior to final plat approval for Phase 2A of the Project, if Public Infrastructure Improvements are not then completed, Developer shall, as a condition precedent to obtaining final plat approval, provide or shall cause its contractor to provide to the City a performance bond or irrevocable letter of credit, acceptable to and in favor of the City in an amount which is one hundred twenty percent (120%) of the total design, permitting and construction costs of the Public Infrastructure

Improvements and which bond or irrevocable letter of credit shall be subject to approval by the City Attorney and City Engineer.

16. Internal Utility Lines. Prior to and as a condition precedent to receipt of a certificate of completion from the City Engineer for sewer, water and reclaimed water utility lines internal to the Project (the “**Internal Utility Lines**”) and before issuance of any certificates of occupancy for any dwelling units for the Project, Developer shall execute and deliver to the City: (i) invoices for construction costs of such Internal Utility Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Internal Utility Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Internal Utility Lines have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Internal Utility Lines. The Internal Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this Section 16 (“**Internal Utilities Lines Completion**”). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Internal Utilities Lines Completion. Upon the occurrence of Internal Utilities Lines Completion, the City will take over ownership, operation and maintenance responsibility of the Internal Utility Lines.

17. Community Subdivision Infrastructure Improvements. Developer shall provide all bonds covering the community subdivision infrastructure improvements required by the City’s Code of Ordinances, as such may be amended from time to time. Community subdivision infrastructure improvements may include, without limitation, stormwater systems, roadways, gates, walls, streetlights, signs, clubhouses, community pools, sidewalks and other real property improvements (including those on common area or common property) to be ultimately owned or maintained by the homeowner’s association for the Subject Property/Project. The Developer shall have maintenance responsibility for the community subdivision infrastructure improvements until homeowner’s association turnover occurs. Until turnover of the HOA occurs, Developer shall ensure that HOA accounts concerning the operation, replacement, repair and maintenance of community subdivision infrastructure improvements shall be established and adequately funded in accordance with the requirements of Chapter 110, City of Winter Garden Code of Ordinances, as such may be amended from time to time.

18. 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.

19. Indemnity. The Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any

and all claims (at law and in equity), disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement (including, without limitation, as set forth in Paragraph 30) and the Developer's and its officers', employees' and agents' negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to the Developer's exercise of (or failure to exercise) the rights or obligations of the Developer under this Agreement and for the risk assumed by Developer under this Agreement.

20. 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.

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

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

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

Developer: Standard Pacific of Florida
444 West New England Avenue
Suite 220
Winter Park, FL 32789
Attention: Jay Lewis

Waterside at John's Lake, LLC
444 West New England Avenue
Suite 220
Winter Park, FL 32789
Attention: Jay Lewis

With copies to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1600
Orlando, FL 32801

Tel: 407-843-8880
Fax: 407-244-5690
Email: thomas.sullivan@gray-robinson.com

And R. Travis Rentz, Esq.
Clark, Albaugh & Rentz, LLP
700 West Morse Boulevard, Suite 101
Winter Park, FL 32789
Tel: 407-647-7600
Fax : 407-647-7622
Email: trentz@winterparklawyers.com

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.

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

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

24. 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.

25. Binding Effect and Successors. This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Developer shall be automatically released from its obligations under this Agreement following the City's reasonable review and approval of such assignment, conveyance or transfer. In the event all obligations under

this Agreement have been completed, no such approval from the City shall be required. Excluding the City, homeowner's association and any homeowner who is conveyed a lot within the Project after a certificate of occupancy is issued for a dwelling unit on such lot, Developer and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

Notwithstanding the above, the Developer and City acknowledge that neither this Agreement, nor any of the rights or obligations hereunder, is intended to create conditions or exceptions to title or covenants running with any "Public Lot" (as hereinafter defined). As a result, in order to alleviate any concern as to the effect of this Agreement on the status of title to any Public Lot, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any Public Lot. As used herein, the term "Public Lot" shall mean (a) any individual lot that satisfies all of the following requirements: (i) is the subject of a recorded subdivision plat, and (ii) has been improved with a residence or other structure for which the proper governing authority has issued a certificate of occupancy, and (iii) is leased (for more than a year) or sold to a third party, or (b) any parcel that has been dedicated to any Governmental Authority. Each Public Lot shall automatically be released from and no longer subject to or burdened by the provisions of this Agreement.

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

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

28. Impact Fees.

(a) Transportation Impact Fees. Transportation impact fees shall be paid at rates applicable within the City at the time of building permit issuance. Consistent with Section 42-62 of the City Code, the Developer shall be entitled to receive a three percent (3%) cost reduction in said impact fees for paying the fee at the time of building permit issuance. The Developer and the Project shall not receive any compensation or impact fee credits for the transportation-related obligations of the Developer provided in this Agreement including without limitation, for the Proportionate Share Payment, Marsh Road Improvements, North Williams Road Improvements, and Right-of-Way Property conveyances required herein or as a condition to development approval.

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

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

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

29. Model Homes. Prior to final plat approval for Phase 2A of the Project, the Developer may receive building permits for the construction of up to four (4) model homes subject to compliance with Section 110-60 of the City Code. The Developer may occupy (but not sale or convey) the model homes for marketing purposes prior to completion of the infrastructure improvements required pursuant to this Agreement.

30. Pumping Stations/Storage Tanks. Section e(13) of the PUD Ordinance sets forth a requirement that certain reuse and potable water pumping stations/storage tanks (collectively, the "Tanks") be identified in connection with the Project. The City acknowledges and agrees that Developer's satisfaction of the requirements set forth in this Section 30 fulfills said requirement and the need for the Project to make a

substantial contribution in improving the City's utility system infrastructure to mitigate against the Project's impacts to the City's utility system.

The City and the Developer have identified that certain property depicted on **Exhibit "I"** of this Agreement (the "**Tanks Site**") as an appropriate location for the Tanks and its access point. Tanks Site includes the area described as the Tank Site and the 60' ROW (Tank Access) or Future ROW identified on Exhibit "I" attached hereto and incorporated herein.

The City has received a report prepared by CPH dated March 21, 2013, that addresses the appropriate sizing and timetable for the design, permitting and construction of Tanks in order to support the proposed development of the Urban Village Area, including the Subject Property and the Project. A copy of the CPH Report together with that certain supplemental letter from CPH dated September 11, 2014 are attached as **Exhibit "J"** hereto and incorporated by this reference (collectively, "CPH Report"). The Developer acknowledges and agrees with the conclusions of the CPH Report and that the existing potable water and reclaimed water flow pressure of the City's utility system within the Urban Village Area is insufficient to support the development of the Property and the Subject Property and that the prompt design, permitting and construction of the Tanks is vital to support the development of the Urban Village Area, including the Subject Property and the Project. Notwithstanding the foregoing, the Developer has requested that the City allow Developer to take the risk of proceeding with development of a portion of the Subject Property based to Developer's commitment to promptly provide the Tanks Site to the City and Developer's understanding that the development of the Project may be shut down by the City at any time based on a lack of potable water and/or reclaimed water flow pressure within the City utility system as solely determined by the City. If at any point the potable water and/or reclaimed water flow pressure within the City's utility system falls below acceptable standards as solely determined by the City, the City may be forced to and the Developer agrees that the City shall have the right to withhold all further plats, building permits and certificates of occupancy concerning the Subject Property and the Project regardless of the stage or phase of Project development, and the Developer hereby assumes such risk set forth herein. Thus, the platting of the Subject Property, any phase of development, or a portion thereof shall not entitle the Developer (or its successors and assigns) to pull building permits and obtaining certificates of occupancy for dwelling units.

Immediately upon the Effective Date of this Agreement, the Developer shall use good faith efforts to transfer or cause the transfer of the Tanks Site in fee simple ownership to the City. In order to ensure timely design and permitting of the Tanks, the Developer shall cause the fee simple title to the Tank Site to be conveyed to the City prior to the 612th residential dwelling unit (RDU) building permit being pulled (or issued) within the Urban Village Area ("Tank Site Conveyance Deadline"). In the event the Tank Site Conveyance Deadline is not timely met, regardless of the phase, platting, or status of Project development, no further plat approvals or building permits shall be

issued for the Project or any phase thereof and the City shall have the right to withhold and not process any further development order or permit requests concerning the Project and Subject Property. Further, in no event shall Phase 2C of the Project proceed forward with final platting or the issuance of any building permits unless and until the lands for the Tanks Site have been conveyed in fee simple ownership to the City.

After conveyance of the Tanks Site, the City agrees to design, permit, construct and operate the Tanks, at its sole cost and expense, through the use of impact fees or other sources as the City may designate. Notwithstanding the foregoing, in order to advance the design and permitting work for the Tanks, the City may at any time undertake the design and permitting of the Tanks based on the anticipated conveyance of the Tanks Site prior to the conveyance of the Tanks Site to the City. The Developer agrees to reimburse the City for 100% of the cost differential for the City's design and permitting costs based on the use of the Tanks Site if the Tanks are ultimately constructed on a site that differs, for any reason, from the Tanks Site identified on Exhibit "I" within thirty (30) days of the City sending an invoice to the Developer for the actual costs incurred by the City for such cost differential. Subject to the timely conveyance of the Tanks Site, the City shall design and construct the Tanks in accordance with the timing and sizing requirements recommended by the CPH Report.

Upon written request by the City, Developer agrees to grant City an utilities easement in a mutually agreed upon location along a portion of the proposed right-of-way within the Subject Property (including unplatted future phases of the Project) in order to access, construct and extend utility infrastructure to the Tanks Site needed to support the operation and maintenance of the Tanks. Developer agrees to post a performance bond or letter of credit for the cost of said utility line infrastructure needed to connect the Tanks with the remainder of the City's utility system with such bond expiring upon the completion of said utility line during Phase 2C site construction as evidenced by a certificate of completion issued by the City Engineer. However, in the event the City proceeds with construction of said utility line infrastructure connecting to the Tanks through the Subject Property before Developer installs said lines as part of its Project site infrastructure, then the Developer shall reimburse the City for the City's expenses incurred for the installation of such infrastructure placed within the boundaries of the Subject Property; said costs to be paid within sixty (60) days from City sending an invoice to Developer.

The City and Developer understand that if the Tanks are not fully constructed and operational by the building permit being issued for the 914th residential dwelling unit (RDU) within the Urban Village Area ("Tanks Operational Deadline"), the potable water and reclaimed water flow pressure may be insufficient to support further development within the Urban Village Area, and the City may be forced to and the Developer agrees that the City shall have the right to withhold issuance of further building permits for the Project. In the event the Tanks Operational Deadline is not timely met, regardless of the phase or status of development and regardless of the reason for such deadline not

being met, no further plat approvals or building permits shall be issued for the Project or any phase thereof and the City shall have the right to withhold and not process any further plat or building permit requests concerning the Project and Subject Property, and Developer hereby assumes such risk.

City agrees that if the City has not designed and/or constructed the Tanks in accordance with the timing and sizing requirements set forth in the CPH Report except due to factors outside the sole and direct control of the City, Developer may elect to undertake such design and/or construction of the Tanks upon giving the City at least sixty (60) days advanced written notice and an opportunity for the City to proceed with the design and/or construction of the Tanks. In such event, City agrees to reimburse Developer for Developer's actual costs for such design and/or construction through the City's receipt of impact fees and other available funding mechanisms subject to review and approval of said costs by the City Engineer and Developer providing detailed backup documentation supporting said costs. Reimbursement payments shall be made to Developer in installment payments over the course of three (3) years, once a month, every month on the first business day of the month until Developer's actual costs are repaid in full, without interest or penalty for pre-payment.

It is acknowledged and agreed that in no event shall the City be liable for any damages, incur any penalties or waive any rights if the Tanks are not completed by the Tanks Operational Deadline or otherwise in time to serve the Project or any other development as may be anticipated by the parties, and that the Developer is assuming the risks associated with and the City (and the City's officials, officers, employees and agents) are held harmless from the unique circumstances concerning the need for the Tanks to be constructed to support development within the Urban Village Area (including the Subject Property and Project) and the potential that such Tanks may not be designed, permitted, constructed and operational to allow the Project to proceed in the manner as may be desired or intended by the Developer.

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

32. Recreational Requirements. The City hereby approves the amenity features depicted on **Exhibit "K"** and **Exhibit "L"** attached hereto and incorporated by

this reference (the "Amenity Features"). The City further agrees that the Amenity Features fully satisfy all City Code and PUD recreational requirements for Phases I and II and no additional approvals, or amendments to existing approvals for Phase I (including, but not limited to, the Phase I Preliminary Subdivision Plan), of any kind are required.

33. Authority. Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. In the event Developer fails to pay the monies, dedicate the lands so required by this Agreement, or otherwise fails to meet Developer's obligations under this Agreement, no further development (including without limitation the issuance of permits, review of applications, or construction) of the Subject Property shall continue until such obligations are met.

Furthermore, Developer represents and warrants to City that it is the fee simple owner of the Subject Property, free and clear of any mortgages, liens or other encumbrances which will require the consent of that party to perform the obligations contained in this Agreement, or, in the event such 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.

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

35. Breach. In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City, Owner or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of, and revoke, certificates of occupancy or building permits associated with the Project in the event Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Developer fails to timely complete the Public Infrastructure Improvements or any portion thereof, the City may record a Notice of Lien against the Subject Property in an amount equal to the design, permitting, installation and construction costs of such improvements (less City's share of such improvements provided herein). In addition, if Developer fails to timely pay the City any

monies due pursuant to this Agreement, the City may record a Notice of Lien against the Subject Property in the amount owed to the City. A copy of such Notice of Lien shall also be delivered to Developer (and to Owner, if Owner owns the Subject Property at that time) in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property and the lien may be foreclosed upon for the benefit of the City any time after thirty (30) days after the Notice of Lien has been recorded in the public records. The City may foreclose the lien in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Owner and Developer may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of twelve percent (12%) per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien. Without regard to anything herein to the contrary, the Developer shall have the right to transfer any liens off the Subject Property to other security as provided by law.

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

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

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

39. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida. The City's financial obligations hereunder, if any, are subject to and contingent upon discretionary budgetary appropriations of the City Commission. The parties agree that this Agreement does not constitute a general indebtedness of the City within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that the Developer (nor others) shall not have the right to require or compel the exercise of ad valorem taxing power of City, or taxation of any real or personal property therein for payment of any obligation of the City under the terms of this Agreement.

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

41. Reimbursement. On or before thirty (30) days after the date of invoicing, Developer shall reimburse the City for all the City's direct costs, expenses and fees incurred relating to the review, processing, inspection, and regulation (or any combination thereof) of applications related to the Project, including without limitation, the City's consultants', engineers' and attorneys' fees, concerning the preparation of this Agreement and for other development review expenses in accordance with Chapter 88, City of Winter Garden Code of Ordinances.

42. 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.

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

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

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

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

Exhibit A	Legal Description of Subject Property
Exhibit B	Project Phases
Exhibit C	Utility Lines Route

- Exhibit D Road Improvements
- Exhibit E Right-of-Way Property
- Exhibit F North Williams Road Improvements
- Exhibit G Lift Station
- Exhibit H Lift Station
- Exhibit I Tanks Site
- Exhibit J CPH Report
- Exhibit K Amenity Features – Amenity Center
- Exhibit L Amenity Features – Community Lakefront Park

AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality, Waterside at John's Lake, LLC, a Florida limited liability company and Standard Pacific of Florida, a Florida general partnership as of the day first written above.

"CITY"

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

By: _____
KATHY GOLDEN, CITY CLERK

By: _____
JOHN REES, MAYOR

"DEVELOPER"

WATERSIDE AT JOHN'S LAKE, LLC

[Signature]

Print Name: Erin Schuld
Witness

[Signature]
Print Name: Sarah Greer
Witness

[Signature]
By: JAY C. LEWIS
Its: PRESIDENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed, sworn to and acknowledged before me this October 16th, 2014 by Jay C. Lewis as Developer of WATERSIDE AT JOHN'S LAKE, LLC. She/He (check one) is personally known to me, or has produced a valid driver's license as identification.



SARAH JAYNE GREER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089359
Expires 2/3/2018

[Signature]
Notary Public, State and County

Aforesaid

Name: Sarah J. Greer
My Commission Expires: 2/3/2018
My Commission Number is: FF089359

"DEVELOPER"

STANDARD PACIFIC OF FLORIDA, a Florida
general partnership

Erin S

Print Name: Erin Schuld
Witness

J.C. Lewis
By: Jay C. Lewis
Its: PRESIDENT

Sarah J. Greer

Print Name: Sarah J. Greer
Witness

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed, sworn to and acknowledged before me
this October 16th, 2014 by Jay C. Lewis as
Developer of STANDARD PACIFIC OF FLORIDA, a Florida general
partnership. She/He (check one) is personally known to me, or has produced a
valid driver's license as identification.



SARAH JAYNE GREER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089359
Expires 2/3/2018

Sarah J. Greer

Notary Public, State and County

Aforesaid

Name: Sarah J. Greer

My Commission Expires: 2/3/2018

My Commission Number is: FF089359

Exhibit "A"
Legal Description of Subject Property

LEGAL DESCRIPTION (TITLE COMMITMENT NO. 50116-1062-2732708)

PARCEL 1:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

LESS AND EXCEPT

- A) THAT PART CONVEYED IN BOOK 9979, PAGE 3623, PUBLIC RECORDS OF ORANGE COUNTY.
- B) BEGINNING AT A POINT 60 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, GO EAST 473 FEET; THENCE NORTH 196.5 FEET; THENCE WEST 473 FEET; THENCE SOUTH 196.5 FEET TO THE POINT OF BEGINNING.
- C) BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, GO EAST 816 FEET THENCE NORTH 256.5 FEET; THENCE WEST 343 FEET THENCE; SOUTH 196.5 FEET; THENCE WEST 473 FEET; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH, THE FOLLOWING EASEMENT RIGHTS:

- A) GRANT OF EASEMENT BY AND BETWEEN McKINNON CORPORATION AND MAURICE M. BOYD, GRANTORS, AND ELIZABETH McKINNON NELSON AND McKINNON GROVES, GRANTEES, RECORDED JANUARY 28, 1998 IN BOOK 5404, PAGE 3725; AND AMENDED AND RESTATEMENT OF GRANT OF EASEMENT BY AND BETWEEN McKINNON CORPORATION, GRANTOR, AND MARK THOMAS NELSON AND ELIZABETH McKINNON NELSON AND McKINNON GROVES, GRANTEES, RECORDED DECEMBER 22, 2009 IN BOOK 9979, PAGE 3615; AND
- B) EASEMENT RETAINED AND RESERVED IN WARRANTY DEED RECORDED APRIL 18, 2002 IN BOOK 6505, PAGE 5671.

PARCEL 2:

BEGINNING 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE FRACTIONAL EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ON THE NORTH BOUNDARY OF COUNTY ROAD; RUN THENCE NORTH TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE EAST 660 FEET; THENCE SOUTH TO THE NORTH BOUNDARY OF COUNTY ROAD; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH BOUNDARY OF COUNTY ROAD TO THE POINT OF BEGINNING.

PARCEL 3:

THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

THE EAST 1/2 OF LOT 32H, LAKE AVALON GROVES REPLAT, AS SHOWN BY PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS SOUTH 15 FEET FOR ROAD RIGHT OF WAY.

Exhibit "B"
Project Phases

Exhibit "C"
Utility Lines Route

Exhibit "D"
Road Improvements

Exhibit "E"
Right-of-Way Property

Exhibit "F"
North Williams Road Improvements

Exhibit "G"
Lift Station

Exhibit "G"
Lift Station

**Exhibit "I"
Tanks Site**

Exhibit "J"
CPH Report

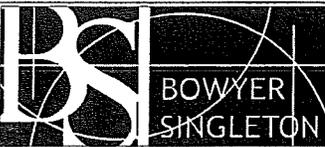
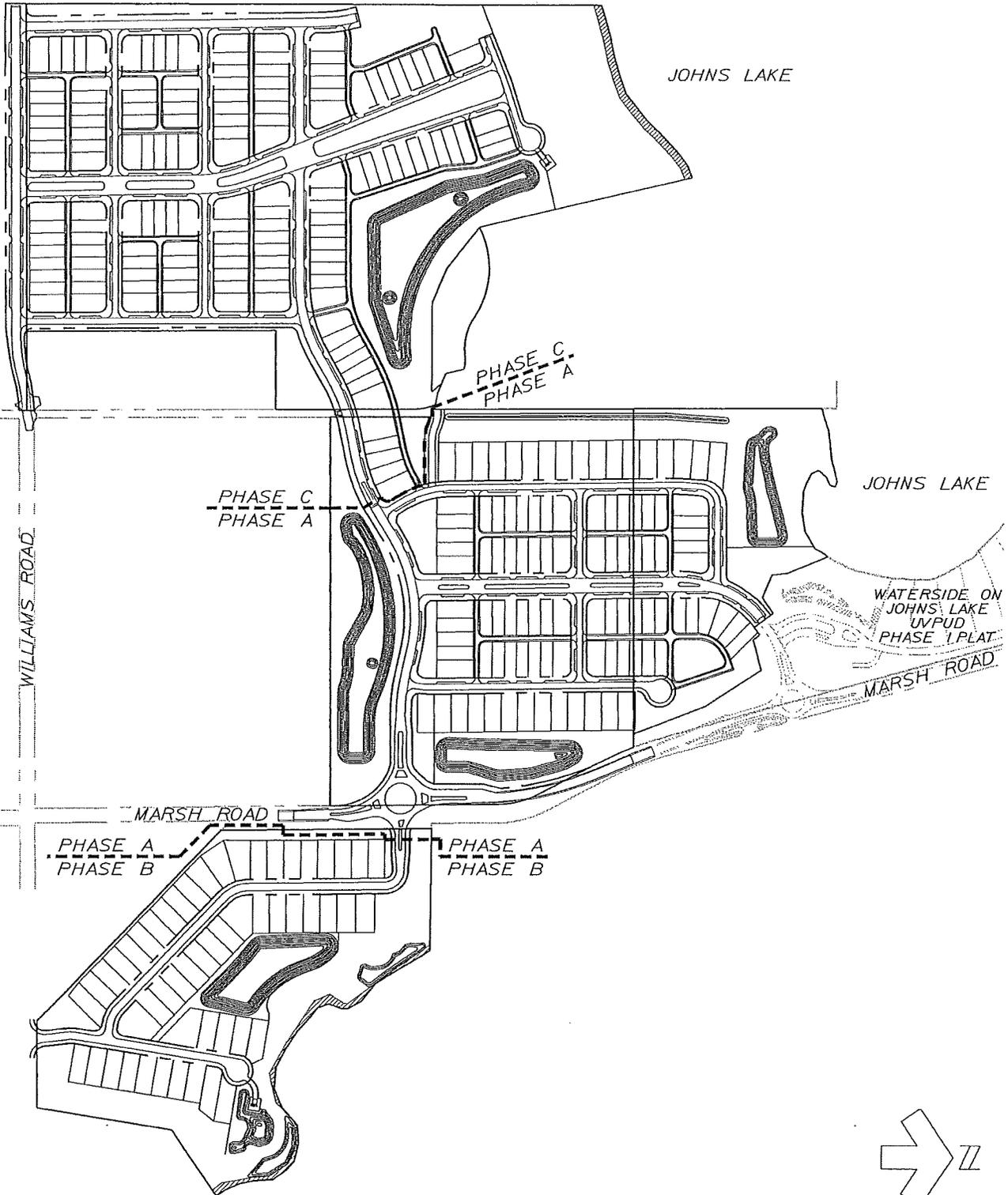
**Exhibit "K" & Exhibit "L"
Amenity Features**

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9/15/2014

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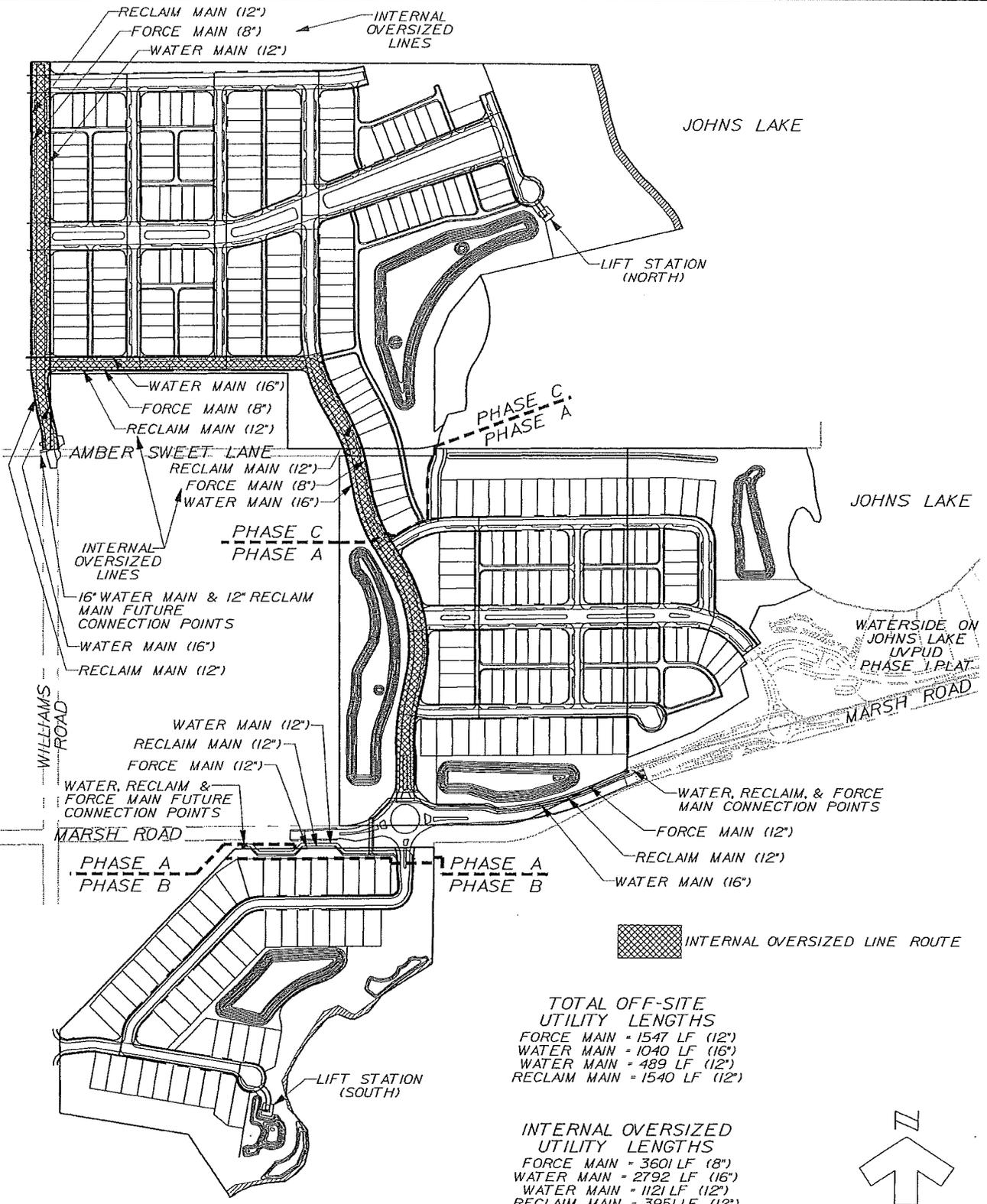


TYPE: EXHIBIT
DATE: MAY 2014
PROJECT NO.: EDWD3
DRAWN BY: SKH
CHECKED BY: MSS
SCALE: 1" = 450'
SHEET: 1 OF 1

PROJECT PHASES

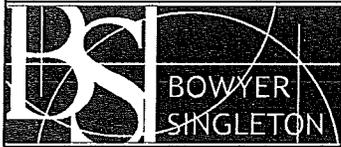
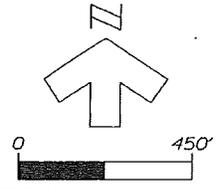
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TOTAL OFF-SITE
UTILITY LENGTHS
FORCE MAIN = 1547 LF (12")
WATER MAIN = 1040 LF (16")
WATER MAIN = 489 LF (12")
RECLAIM MAIN = 1540 LF (12")

INTERNAL OVERSIZED
UTILITY LENGTHS
FORCE MAIN = 3601 LF (8")
WATER MAIN = 2792 LF (16")
WATER MAIN = 1121 LF (12")
RECLAIM MAIN = 3951 LF (12")



TYPE: EXHIBIT
DATE: MAY 2014
PROJECT NO.: EDWD3
DRAWN BY: SKH
CHECKED BY: MSS
SCALE: 1" = 450'
SHEET: 1 OF 1

UTILITY LINES
ROUTE

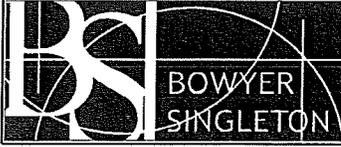
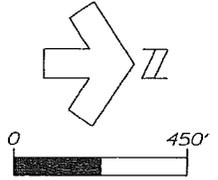
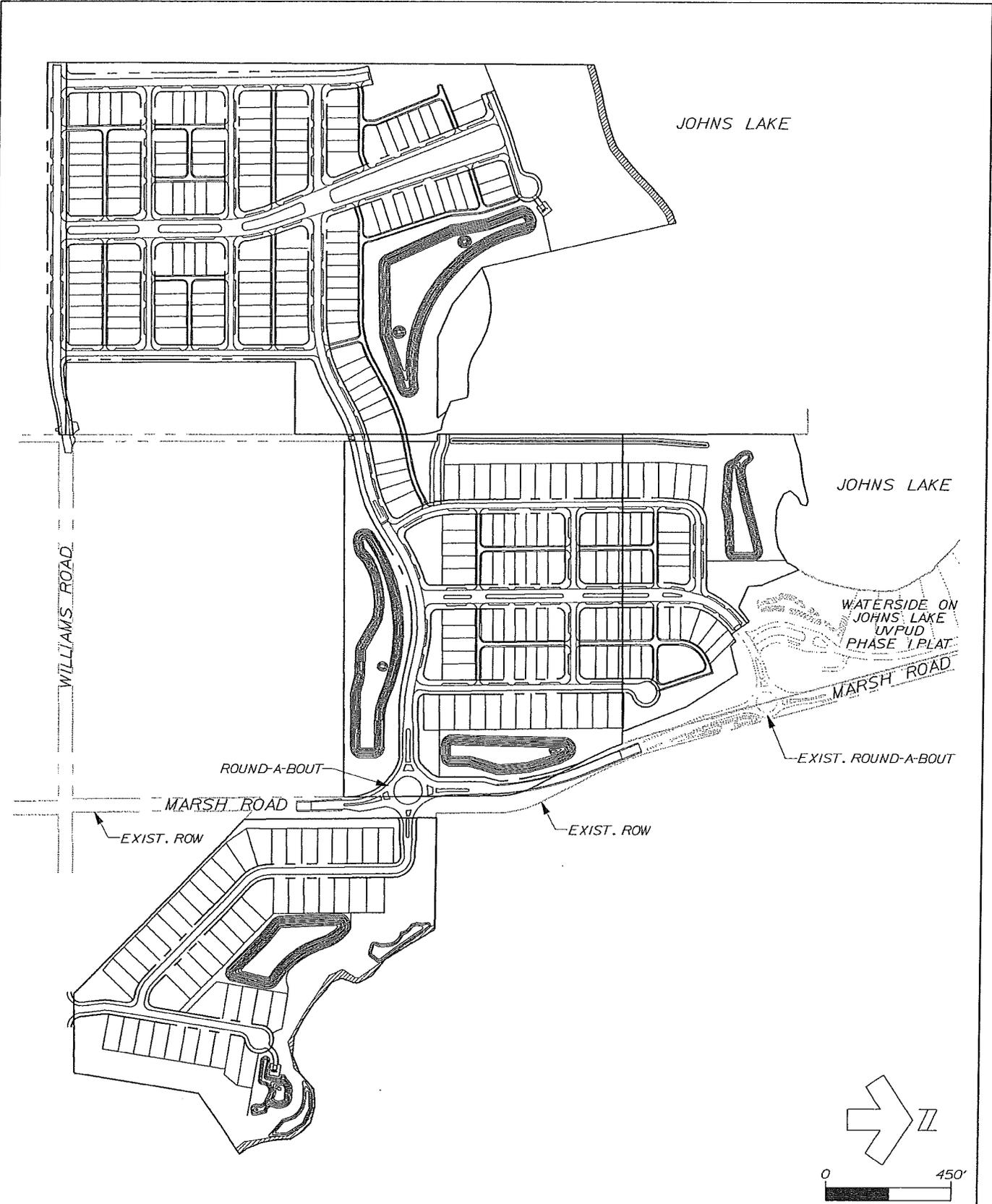
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TYPE: EXHIBIT
 DATE: MAY 2014
 PROJECT NO.: EDWD3
 DRAWN BY: SKH
 CHECKED BY: MSS
 SCALE: 1" = 450'
 SHEET: 1 OF 1

ROAD
 IMPROVEMENTS

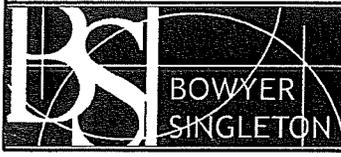
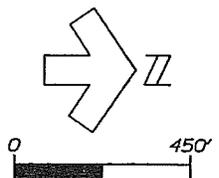
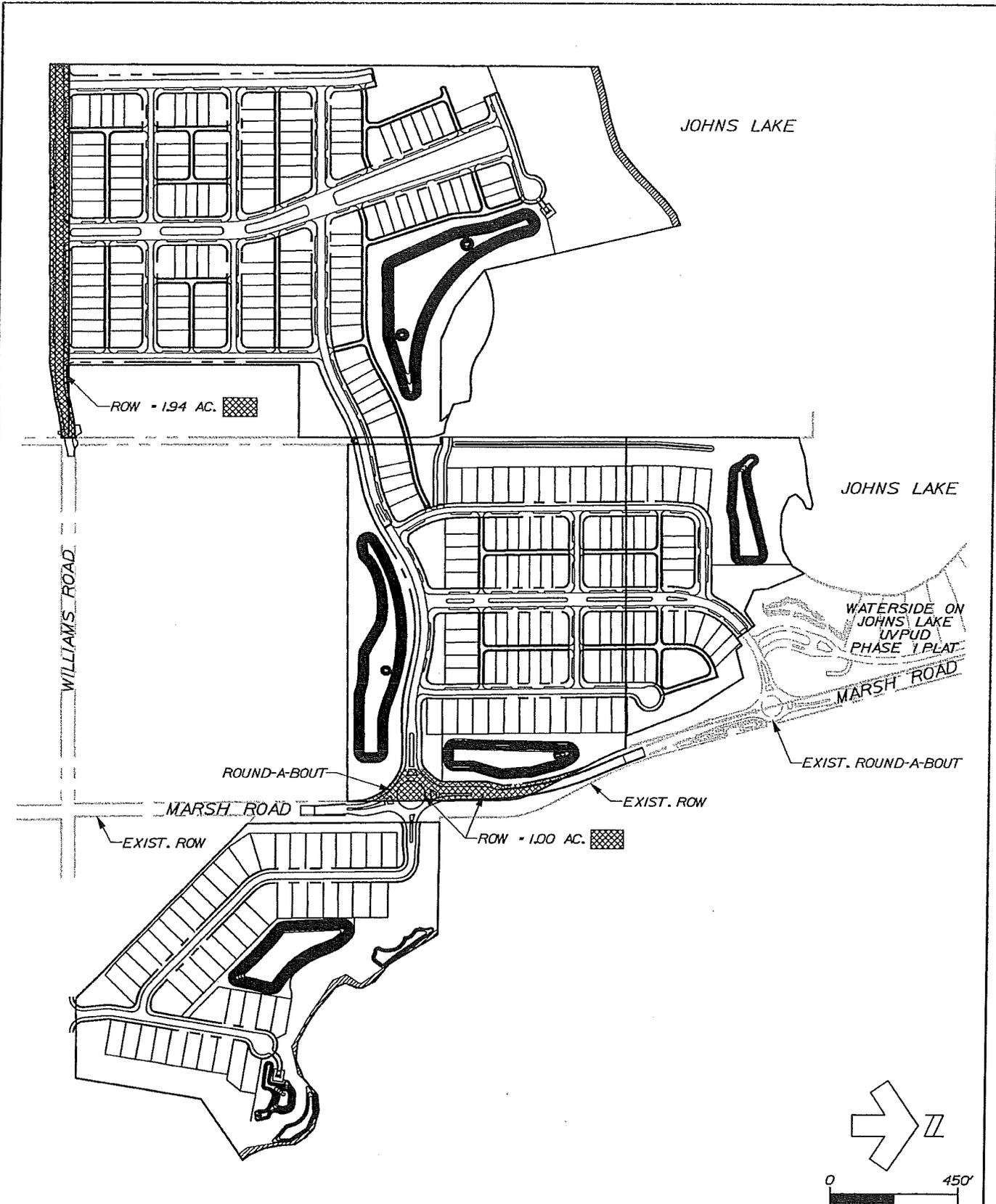
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9/15/2014

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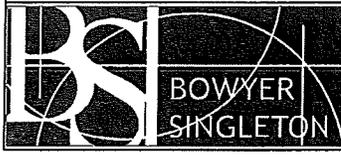
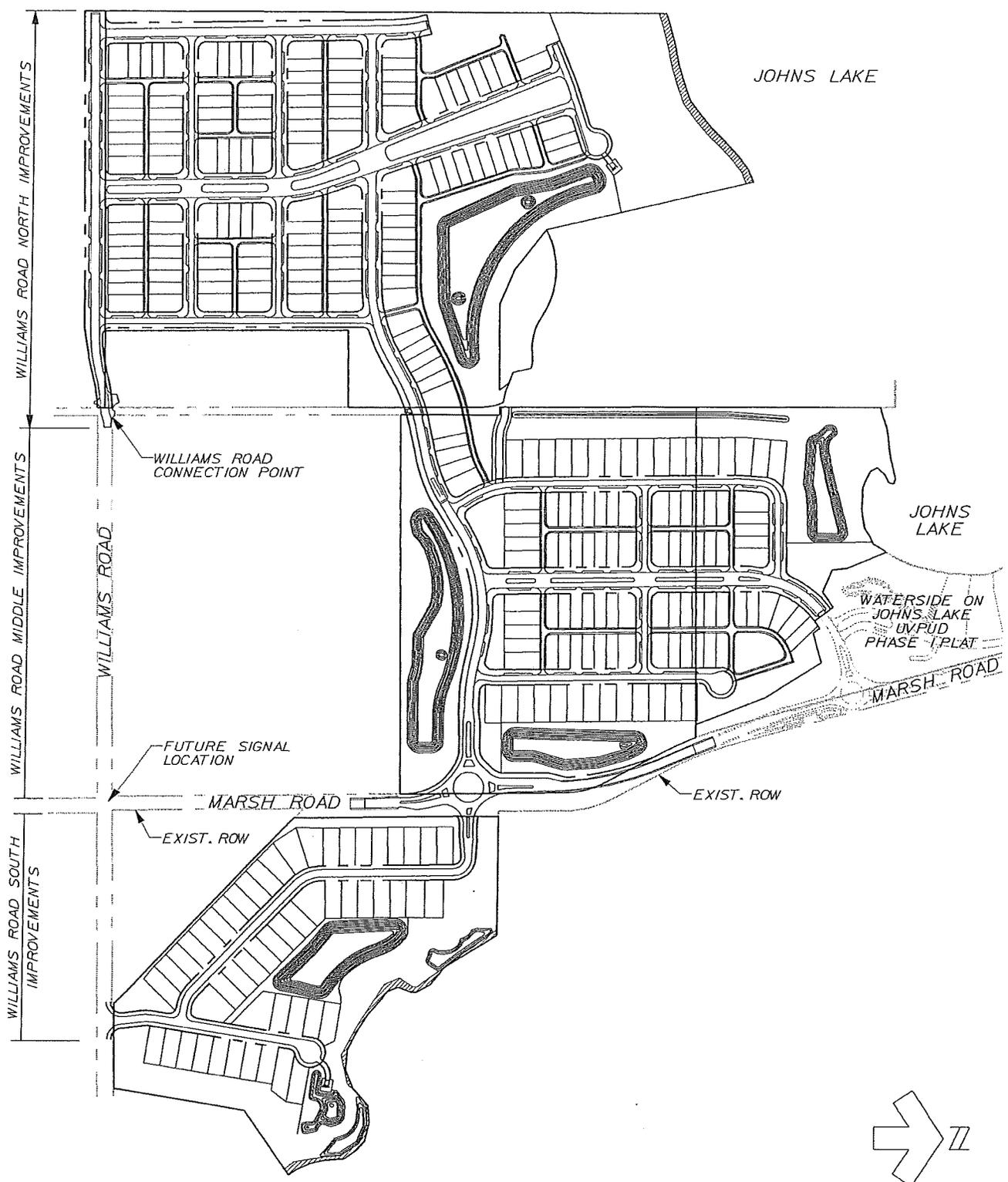
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DATE: MAY 2014
PROJECT NO.: EDWD3
DRAWN BY: SKH
CHECKED BY: MSS
SCALE: 1" = 450'
SHEET: 1 OF 1

*RIGHT-OF-WAY
PROPERTY*

EXHIBIT "E"



TYPE: EXHIBIT
 DATE: MAY 2014
 PROJECT NO.: EDWD3
 DRAWN BY: SKH
 CHECKED BY: MSS
 SCALE: 1" = 450'
 SHEET: 1 OF 1

NORTH
 WILLIAMS ROAD
 IMPROVEMENTS

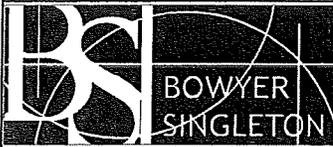
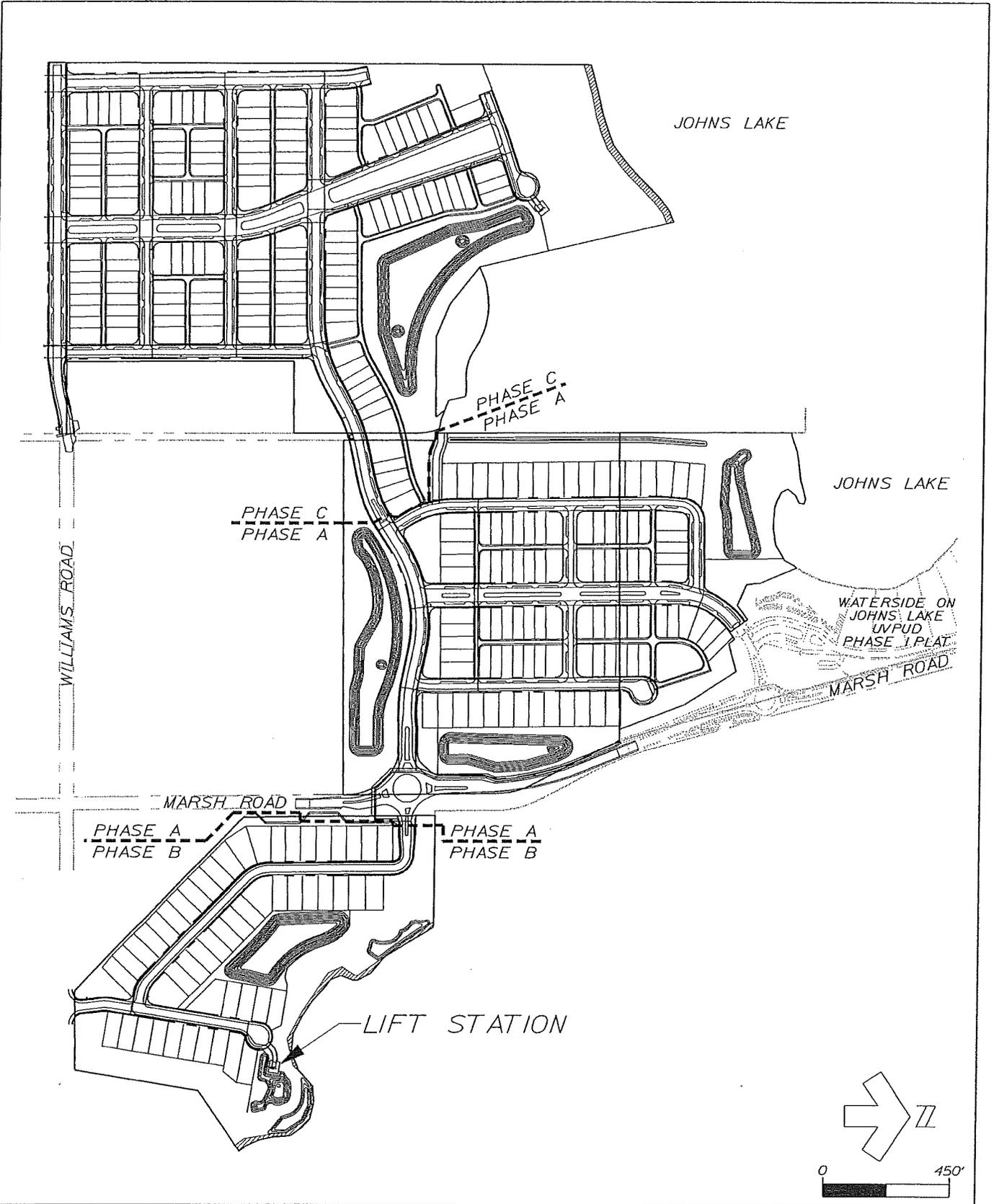
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9/15/2014

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TYPE: EXHIBIT
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 CHECKED BY: MSS
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LIFT STATION

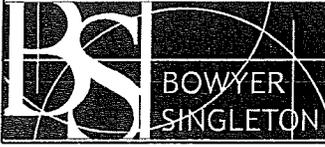
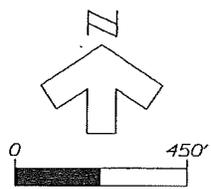
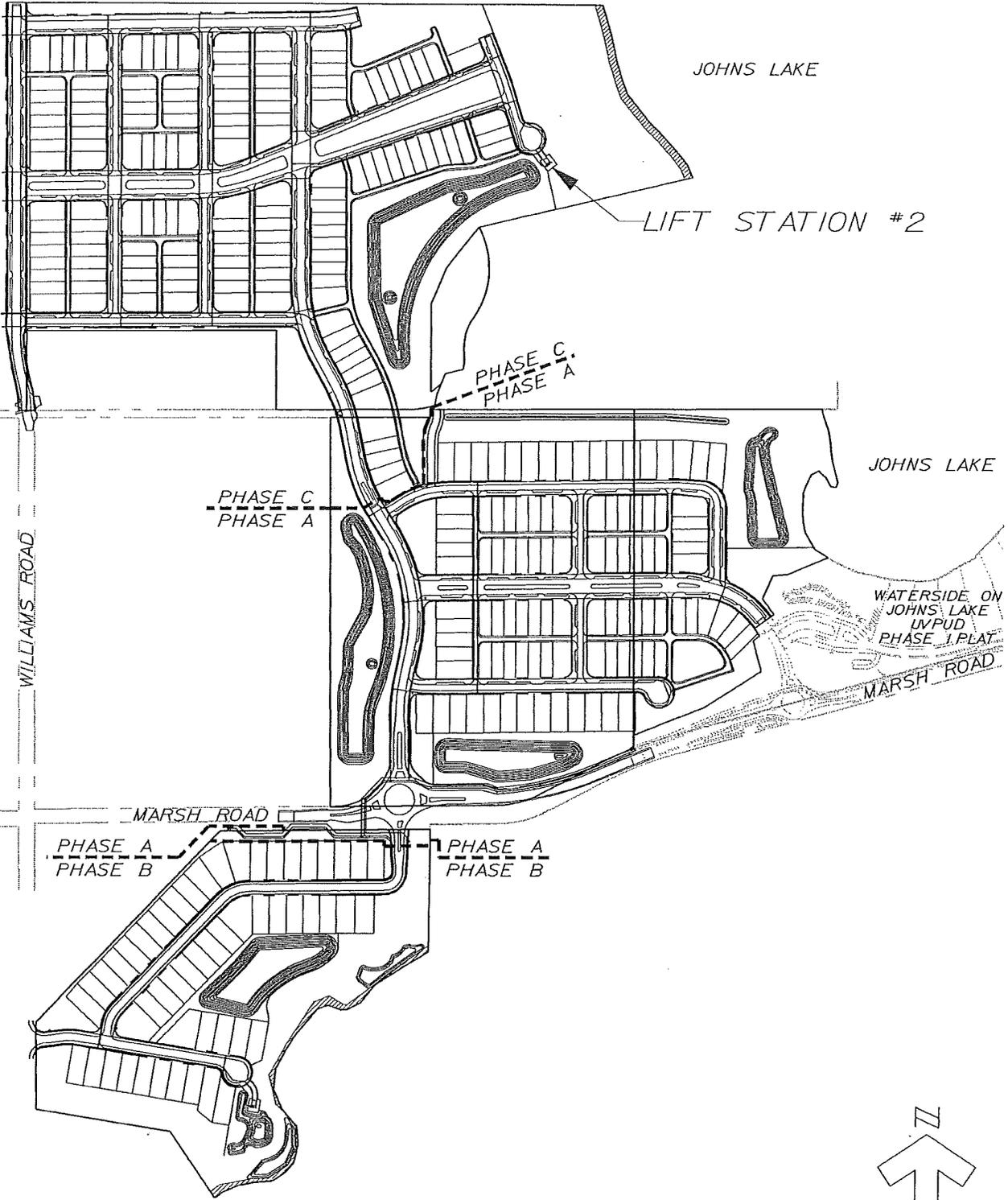
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TYPE: EXHIBIT
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 CHECKED BY: MSS
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 SHEET: 1 OF 1

LIFT STATION

EXHIBIT "H"

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9/15/2014

...EDWD3 Exhibit I.dgn

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FUTURE DEVELOPMENT

16" WATER MAIN & 12" RECLAIM MAIN FUTURE CONNECTION POINTS

AMBER SWEET LANE

TANK SITE ACCESS LOCATION

TANK SITE

60' ROW (TANK ACCESS)

RECLAIM MAIN (12")
WATER MAIN (16")

PHASE C
PHASE A

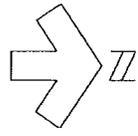
PHASE C
PHASE A

WILLIAMS ROAD

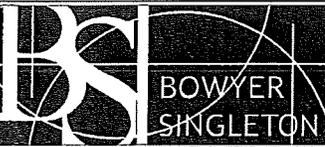
MARSH ROAD

PHASE A
PHASE B

PHASE A
PHASE B



0 450'



TYPE: EXHIBIT
DATE: MAY 2014
PROJECT NO.: EDWD3
DRAWN BY: SKH
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SCALE: 1" = 450'
SHEET: 1 OF 1

TANKS SITE

EXHIBIT "I"



1117 East Robinson Street
Orlando, Florida 32801
Phone: 407.425.0452
Fax: 407.648.1036

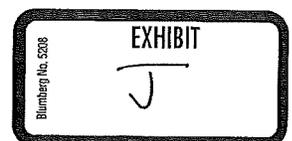
Memo

Date: March 21, 2013
To: M. Scott Stearns, P.E.
Organization: Bowyer Singleton and Associates, Inc.
From: W. Wade Wood, P.E. and Scott A. Breitenstein, P.E.
Re: Centerline Homes - Waterside on John's Lake
CPH Job No.: C21401

PROJECT DESCRIPTION:

CPH, Inc. (CPH) was originally contacted by the City of Winter Garden (City) to determine the appropriate sizing for future potable water and reclaimed water storage tanks and pump stations associated with the proposed developments in the southwest portion of their service area. One of the major developments in this area includes the Centerline Homes proposed Waterside on John's Lake Subdivision (Waterside). CPH was requested by Centerline's engineer, Bowyer Singleton (BSA), to evaluate the projected water demands for the proposed Waterside development to determine when additional potable water and reclaimed water storage and pumping will be required to maintain the City's service area system pressures. In addition to the Waterside project, there is a proposed development (Hickory Hammock) at the northwest corner of Marsh Road and Avalon Road. This development is not a part of the Centerline development, but will increase the overall demands for the area. From our discussions with BSA, the Hickory Hammock development is projected to have 1,000 homes, with the first phase (100 homes) possibly being constructed at the same time as Phase I of the Waterside project.

CPH met with BSA on November 15, 2012, to discuss the project and obtain the documents produced by BSA for the Waterside development. These documents included Water, Reclaimed Water, and Sewer Master Plans. Each master plan included the anticipated demands associated with the development, broken down into scenarios per phase of development. Also, each master plan contained hydraulic models that were based on actual or assumed connection pressures. For example, the hydraulic model created for the proposed water distribution system was analyzed based on a fire flow test conducted at the Zion Lutheran Church along Marsh Road. As discussed in the meeting, there are five (5) proposed phases, plus a future offsite development that includes 500 homes, thus bringing the total homes to 1,740 for the Waterside project. From our understanding during the meeting with BSA, Phases 1 of the Waterside development is finalized, with Phase 2 in the process of being finalized. The remaining phases of the development, Phases 3, 4, and 5, will be designed and permitted later. The future 500 home phase is in the southwest portion of the development, and borders the City's Utility Service Area and adjoins unincorporated Orange County.



POTABLE WATER EVALUATION:

The City provided CPH with the following operational standards regarding their water distribution system:

- Residential pressure inside the house is 40 psi
- Fire hydrants minimum static pressure is 35 psi
- Boil water notice issued at below 20 psi in the water distribution system per FDEP rule

The above values are operational pressures and are expected to be achieved from the water treatment plants during typical daily operational flows, not including fire flow events. From a design perspective, the minimum water distribution system pressure during max-day water demands plus a fire flow event is expected to be 30 psi. With that said, CPH reviewed the hydraulic model developed by BSA for the Waterside Master Water Plan, and the basis of design used for hydraulic model contained the following design criteria:

- Water Demand
 - 350 gpd per connection (FDEP accepted average daily flow)
- Fire Flow Demand
 - Residential = 1,000 gpm
 - Commercial = 1,750 gpm (based on square footage)
- Minimum Pressure
 - 20 psi (as noted above for FDEP requirements)
 - **30 psi during max-day flow plus fire flow**

The results of the hydraulic model for the Waterside Master Water Plan showed that the City's existing water distribution system could sustain pressures above 20 psi during a simulated max day flow plus fire flow scenario for Phases 1 and 2, as calibrated by the results of the fire flow test near the referenced church. With these results from BSA's hydraulic model and the City's hydraulic model previously prepared by CPH, CPH further evaluated the proposed developments, including Hickory Hammock, and the associated projected water demands. The intent of CPH's evaluation is to determine the "break point" number of connections at which the City will need to have constructed the potable ground storage tank and pumping facilities, and the below development scenarios were used as guidance to serve that intent, as well as to assist on the preparation of the hydraulic model.

- Scenario 1: Phases 1 and 2
 - 457 single family homes (Waterside on John's Lake)
 - 457 single family homes (Hickory Hammock)
 - **914 single family home** (Total)
- Scenario 2: Phases 3, 4, and 5
 - 783 single family homes (Waterside on John's Lake)
 - 543 single family homes (Hickory Hammock)
 - **1,326 single family homes** (Total)
- Scenario 3: Offsite Development
 - 500 single family homes

- 115,000 sf commercial area
 - **2,740 single family homes** (Combined Total)

As previously stated, the proposed Hickory Hammock development (at least the first 100 homes) located at the corner of Marsh Road and Avalon Road is anticipated to develop at the same time and have the same capacity per connection as Phase I of Waterside. At this time, it is not clear how this development will connect to the City's utility systems. There are two (2) possible points of connection for the potable water system, with one on the existing 16-inch water main along Marsh Road and the other connection point on the existing 12-inch water main along Avalon Road. It is anticipated that the Hickory Hammock development would be connected at both locations at project build out, creating a looped system. Do to the uncertainty of the connection point, CPH analyzed both scenarios, connecting along Marsh Road, and connecting along Avalon Road.

It should be noted that the 350 gpd/connection water demand noted in BSA's Master Plan and above, is a standard engineering value and a FDEP accepted estimate used to project average daily water demands created by single family residential homes. This per connection demand is included in the City's Land Development Code, to be used as design criteria to develop water demands for single family residential connections. However, as discussed later, reclaimed water infrastructure will be installed within the communities to provide irrigation water, thus reducing the areas overall potable water demands. To remain consistent with the data provided to the City in the July 10, 2012 email to Mr. Don Cochran, a per capita demand of 100 gpd was used to determine the minimum storage requirements. Hence, the per connection demand is computed by multiplying the 100 gpcd to the City accepted people per home (PPH) multiplier of 2.6, which was obtained from the U.S Census data for the City. The 260 gpd/connection value was then applied to the integrated model to evaluate the various operating scenarios necessary to determine the "break point" connection total. In addition, although the FDEP rule requires that the water distribution system maintains pressures above 20 psi at all times, it is not typically used as a basis of design for municipalities. As noted above, the minimum allowable pressure in the City's water distribution system used within the hydraulic model was 30 psi, which would correlate to the water distribution system's projected max-day plus fire flow water demands. These water demands are the basis of design for the storage and pumping improvements, and would be the largest anticipated flows expected by the City.

As previously discussed, the system needs to be analyzed under various scenarios including with the proposed Hickory Hammock development at Marsh Road and Avalon Road and an analysis without this development.

If both developments are initially connected to the 16-inch water main along Marsh Road, the total number of connections being supplied potable water would be 914 homes, as previously described for Scenario 1. Both developments combined would generate a max-day demand of 330 gpm. The demands associated with the Waterside development were distributed throughout the piping network designed by BSA. For the proposed Hickory Hammock development, an 8-inch water main was connected to the 16-inch water main along Marsh Road and extended into the proposed development, creating a single point node to simulate the demands from this subdivision.

- Scenario 1 Water Demands (both developments)
 - 914 homes x 260 gpd/home = 237,640 gpd
 - Avg. Day = 165 gpm (82.5 gpm each development)
 - Max-Day = 330 gpm (165 gpm each development)

- Peak Hour = 660 gpm (330 gpm each development)
- Max-Day + FF = 1,330 gpm

Under this scenario with the 1,000 gpm fire flow placed in the proposed Waterside development during a max-day flow period, the water distribution system could not sustain pressures above 30 psi, thus not meeting the minimum pressure criteria established herein. The minimum value observed was 27 psi. The model was re-analyzed with the Hickory Hammock connections removed from the scenario, leaving 457 homes from the Waterside development to be modeled at a max-day flow of 165 gpm/connection plus the fire flow of 1,000 gpm (1,165 gpm). The hydraulic modeling results indicated the water distribution system pressure could not remain above 30 psi in the Phase 2 portion of the project. The minimum value observed was 27 psi. Based on this evaluation it is evident that the fire flow demand causes the distribution pressure to fall below 30 psi.

CPH also ran the model with only Waterside Phase 1 water demands, which consist of 138 homes. The max-day demand associated with this number of homes is approximately 50 gpm. Assuming that the Hickory Hammock development is constructed simultaneous to the Waterside development, this scenario would create a combined max-day demand of 100 gpm (or 276 total homes). Applying the City's required fire flow creates a max-day plus fire flow demand of 1,100 gpm. The hydraulic model analyzed to simulate this max-day plus fire flow scenario showed the water distribution system maintaining system pressures at 40 psi and greater, which is adequate to properly operate the system under this flow condition. Based on this analyzed scenario the City would be able to serve the proposed 276 homes combined from both developments with adequate water supply and pressure without improvements to their existing water system.

To determine the break point to when the system begins to approach 30 psi, we separated Phase 2 into three segments, each of which are identified in the BSA Master Water Plan for the Waterside on John's Lake development; Hardy-Ph3 and McKinnon Corp Ph1 (113 units), McKinnon Corp Ph 1 (146 units), and Hardy South (60 units). In the first hydraulic analysis, the northern most segment, McKinnon Corp Ph 1 (146 units), was eliminated from the model. The remaining area totals 311 homes, which include the 138 homes from Phase 1. This produces a max-day demand of 112 gpm. Accounting for the same number of homes and demands for the Hickory Hammock development will double the max-day day demand to 224 gpm. It was assumed that this development would be constructed and the homes occupied at the same rate as Waterside. Applying the required fire flow demand of 1,000 gpm creates a max-day plus fire flow for the system of 1,224 gpm. Running the model under this max-day plus fire flow demand produces system pressures of 30 psi in Phase 2. These pressures occur north of Marsh Road, specifically in the higher elevated areas. Therefore the point at which system pressures are observed at 30 psi is a total of 612 homes, in any combination of the developments thereof.

It is our recommendation to have the additional storage and pumping facilities designed and permitted by the buildout of Phase 2, i.e., a combined total of 612 homes and at a maximum the storage and pumping facilities should be in operation before 914 homes are constructed.

As detailed in the July 10, 2012 email to Mr. Don Cochran, based on the criteria described above a minimum of a 500,000 gallon storage tank would be required for the potable water system. However, this previous evaluation estimated for only 1,200 homes. As described above, combined between both residential developments there is an estimated 2,740 homes, plus a

small commercial area. To account for the additional homes, the total storage required for the area is detailed below.

- The estimated max-day for 2,740 homes is 1,424,800 gpd. Assuming 25 acres for commercial (buildings, restaurants, etc.) at 1,500 gpd/ac produces and additional 75,000 gpd. The combined demands for the two uses are 1,499,800 gpd. The recommended storage capacity, as required by FDEP if meeting treatment is 25% of the max-day flow, or $1,499,800 \text{ gpd} \times 0.25 = 374,950 \text{ gallons}$.
- Additionally, it would be recommended that the tank be sized to handle the largest fire flow for the area, which is 1,500 gpm for commercial areas. Standard engineering practice calls for a 2-hour fire flow event. The additional volume needed to meet a max-day plus fire flow scenario is $1,500 \text{ gpm} \times 120 \text{ min} = 180,000 \text{ gallons}$.
- Therefore the minimum storage capacity should be **554,950 gallons**. Based on this value, a 600,000 gallon storage tank would be recommended to meet the estimated buildout water demands.

RECLAIMED WATER EVALUATION:

In addition to the potable water demands, the proposed subdivisions will also create a demand on the City's reclaimed water system. The reclaimed water demands for the area are anticipated to be much more significant than the potable water demands. Similar to the proposed water system, a Reclaimed Water Master Plan was developed for the proposed Waterside development. This Reclaimed Water Master Plan identified an irrigation demand of 1" per week per area to be irrigated. However, the City of Winter Garden has an Irrigation Ordinance No. 09-11, which states no more than $\frac{3}{4}$ " per irrigated zone per day. Therefore assuming 2 irrigation cycles per week develops a weekly irrigation demand of 1.5" per week per area to be irrigated.

A hydraulic model was developed to evaluate the proposed reclaimed water system, which was included as part of the reclaimed water master plan for the Waterside development. This model was constructed based on an assumed connection pressure of 60 psi on the 12-inch reclaimed water main along Marsh Road. The design criteria detailed in the Reclaimed Water Master Plan for the development are as follows:

- Minimum Pressures
 - 30 psi
- Reclaimed Water Demand
 - 1-inch per week of area irrigated

There are no regulations on pressure requirements for reclaimed water distribution systems like potable water; however, in order to adequately irrigate sufficient pressures are required to provide coverage. Generally, it is not recommended to drop below 40 psi in a reclaimed water distribution system. Additionally, there is an existing reclaimed water main that extends into the property of the proposed development from Conserve II. This pipeline was installed to supply the existing orange grove in the area, but could also be converted over to a supply main when the grove is developed. For the purposes of this evaluation, this pipeline was not included. However, prior to design of any future reclaimed storage and pumping facility, this pipeline should be investigated for potential use.

The City had a Reclaimed Water Master Plan developed in 2008. This master plan was developed as the basis for the expansion of the City's reclaimed water system; therefore there are no historic demands detailed within this master plan to utilize as part of this evaluation. Identified in the City's Future Land Use Map, the area being evaluated as part of this design memorandum includes two specified zones, Urban Village (VIL) and Suburban Residential (SUB). The Waterside on Johns Lake development is categorized as VIL and the proposed development at Marsh Road and Avalon Road is categorized as SUB. Both areas dictate 4 dwelling units per acre; additionally the VIL states a floor area ratio (FAR) of 0.3. Therefore the expected impervious area per lot would be estimated to be 70%, with a 30% irrigable area.

At 4 lots per acre, each lot would be approximately 10,890 sf. Assuming that 70% of the area will contain impervious structures; house, driveway, roads, etc. the remaining areas would be capable of being irrigated. The remaining area is 3,267 sf. Applying ¾-inch of water over this area generates a per lot demand of 1,527 gpd.

- Irrigable Area
 - $10,890 \text{ sf} \times 0.30 = 3,267 \text{ sf}$
- Application Rate
 - $0.75 \text{ in/day} \times (1 \text{ ft} / 12 \text{ in}) = 0.063 \text{ ft/day}$
- Demand per Lot
 - $3,267 \text{ sf} \times 0.063 \text{ ft/day} \times (7.48 \text{ gallon} / 1 \text{ cf}) = \mathbf{1,527 \text{ gpd} (0.873 \text{ gpm)}$

For the purposes of this evaluation, it was anticipated that the Hickory Hammock development would have identical irrigation demands. The first model analyzed evaluated only phase 1, which is 138 homes from the Waterside on Johns Lake development and 138 homes from the other development, 276 homes total. Unlike potable water systems, reclaimed water systems operate on different peaks. Due to the irrigation regulations, homeowners are required to irrigate their lawns between 4 pm and 10 am, with the peaks occurring during the overnight hours typically between 2 am and 6 am. A 4-hour irrigation time, produces a peaking factor of 6, which is similar to the peaking factor used as part of the Waterside Reclaimed Water Master Plan. Additionally, as part of the City's watering restrictions, only half of the total connections theoretically should be irrigating on any given day, even versus odd addresses. Therefore, only half of the total connections were modeled at a given time.

As described above, Scenario 1 should include 276 residential connections between both developments. Assuming half of the home are irrigating, produces an average day demand of approximately 121 gpm. Applying a peaking factor of 6 to the average day demand develops a peak hour irrigation demand of 723 gpm. This modeled scenario does not illustrate any adverse conditions within the reclaimed water distribution system. All pressures are above 40 psi.

The next scenario evaluated Phases 1 and 2, less the 146 homes from McKinnon Corp Ph1, the breaking point for the potable water system. This scenario produces 612 homes, 311 homes from each development. Applying the per connection demand into this model produces an average day irrigation demand of 272 gpm, assuming half the homes are irrigating on any given day. The peak hour irrigation demand for this scenario is 1,635 gpm. This simulated model demonstrated areas with pressures just below 40 psi. Therefore based on our findings through the modeled evaluations, it would be recommended to have the future reclaimed storage and pumping facilities designed and permitted by the construction of 612 homes, similar to the results of the water system analysis. In addition, the reclaimed water storage requirement for the area was previously determined in the July 10, 2012 email to Mr. Don Cochran. However,

the recommendation in email did not consider the Hickory Hammock development at Marsh Road and Avalon Road. It is recommended to have a minimum of one day of reclaimed water storage, and with an estimated 2,740 homes, assuming half of the homes are irrigating on a given day, produces a volume of approximately 2.0 MG (1,370 lots x 1,527 gpd/lot = 2.091 MG).

RECOMMENDATIONS AND COST ESTIMATES:

It is our recommendation to have the additional storage and pumping facilities designed and permitted by the build out of Waterside Phase 2 and/or the development of homes in the Hickory Hammock project, i.e., a combined total of 612 homes. In addition, the storage and pumping facilities should be in operation prior to the maximum of 914 homes are constructed, because the max-day plus FF pressure in the water system would be less than 30 psi and at 27 psi. It should be noted that the storage and pumping facilities would take approximately 18 months to design, permit, and put into service.

In addition, as discussed above, it is recommended that the storage tanks for this area be a 0.600 MG tank for potable water uses, and a 2.00 MG tank for reclaimed water needs.

To minimize the upfront cost, it is recommended to phase the reclaimed water storage facilities, by initially installing a 1.00 MG tank and then proceed with building a second 1.00 MG tank as the area develops further. For the potable water system, the recommended 0.600 MG tank should be constructed in a single phase approach. Phasing this small of a tank would not be recommended, and would be economically inefficient.

The following tables show the preliminary opinion of probable cost for each of the analyzed storage and pumping station.

Table 1: Opinion of Probable Cost for Potable Water Improvements

Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$60,000	\$60,000
Site Preparation	LS	1	\$25,000	\$25,000
0.600 MG Tank	EA	1	\$325,000	\$325,000
High Service Pumps	EA	4	\$45,000	\$180,000
Site Piping	LS	1	\$100,000	\$100,000
Chemical Feed System	LS	1	\$15,000	\$15,000
Electrical & Controls	LS	1	\$125,000	\$125,000
TOTAL				\$830,000

Table 2: Opinion of Probable Cost for Reclaimed Water Improvements (1.0 MG Tank)

Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$60,000	\$60,000
Site Preparation	LS	1	\$35,000	\$35,000
1.00 MG Tank	EA	1	\$550,000	\$550,000
High Service Pumps	EA	3	\$45,000	\$135,000
Site Piping	LS	1	\$130,000	\$100,000
Electrical & Controls	LS	1	\$125,000	\$125,000
TOTAL				\$1,005,000



1117 E. Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036
www.cphengineers.com

September 11, 2014

M. Scott Stearns, PE, LEED AP
Associate Vice President
Dewberry | Bowyer-Singleton
520 S. Magnolia Avenue
Orlando, FL 32801

Re: Centerline Homes – Waterside on John's Lake
CPH Project # C21401

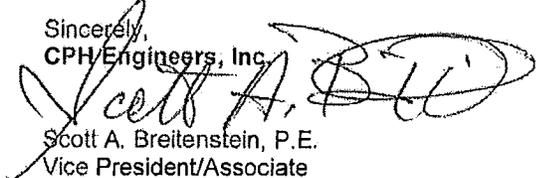
Dear Scott-

As requested, I have reviewed the attached Exhibit C, Waterside on John's Lake, relative to the revised potential water tank location. The change in elevation between the two locations is marginal and the proximity to the distribution system is similar in distance. Hence, it does not appear that the proposed change in tank location would have an impact on the planned project.

In addition, the proposed water tank and pumping system, when designed, will include operational sequencing that considers when and how much the tank can be filled. It is intended that the water tank be filled during off hours.

If you have any questions, please feel free to contact me.

Sincerely,
CPH Engineers, Inc.


Scott A. Breitenstein, P.E.
Vice President/Associate



ATTACHMENT

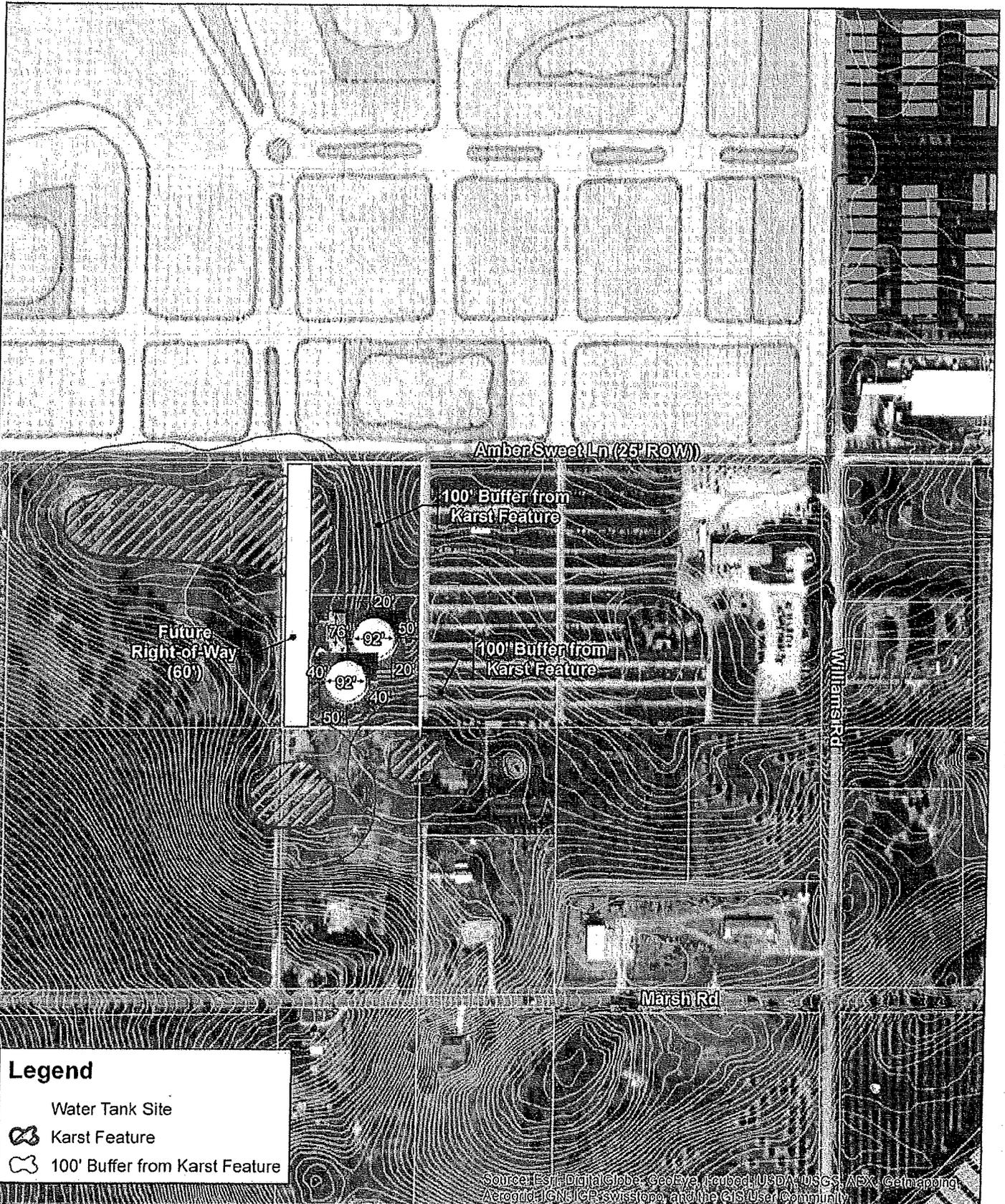
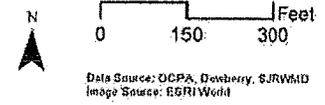
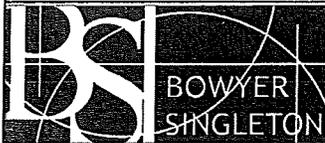


Exhibit C
Waterside on John's Lake
Winter Garden, Florida
Potential Water Tank Location



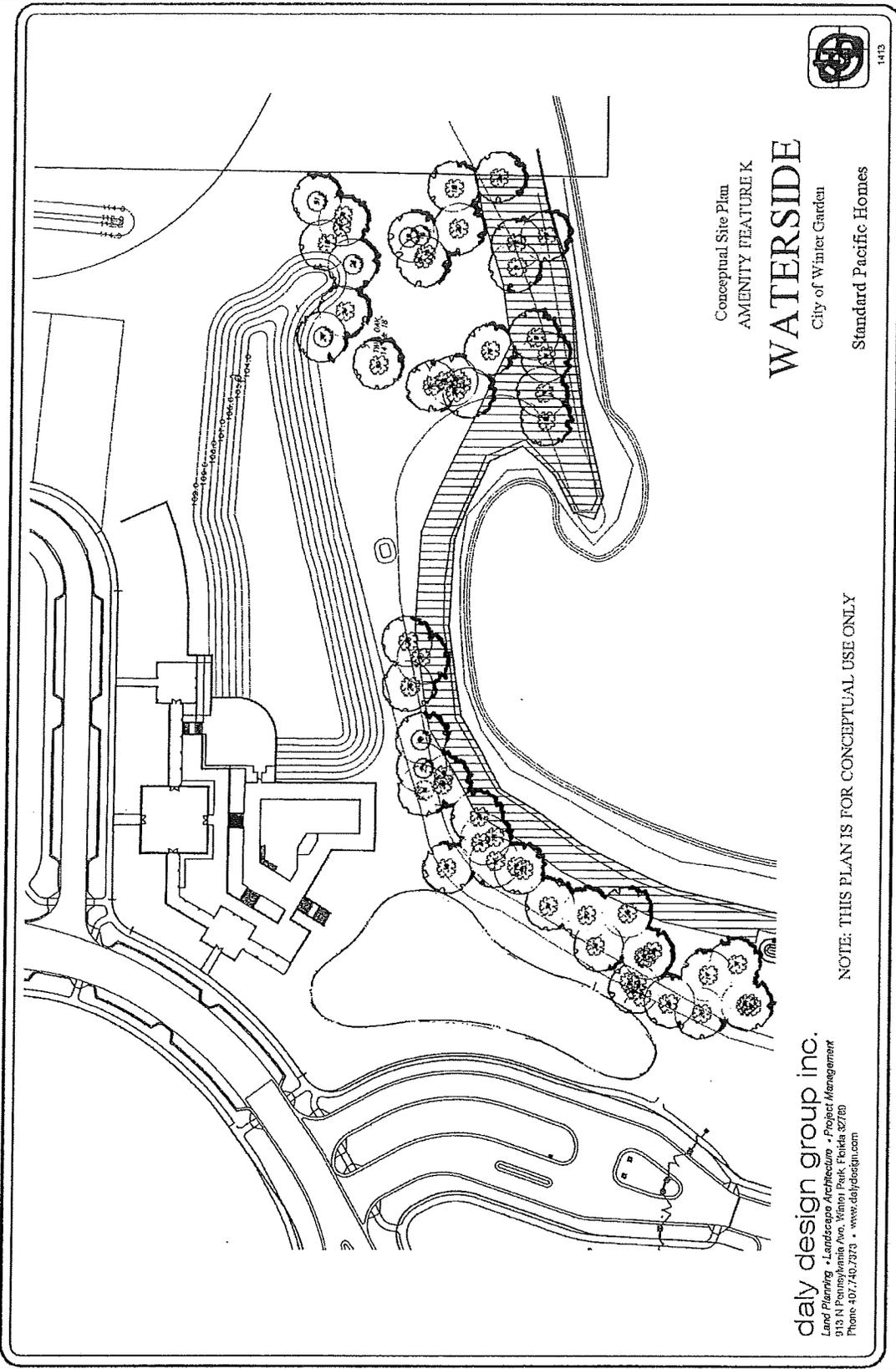
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TYPE: EXHIBIT
 DATE: MAY 2014
 PROJECT NO.: EDWD3
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 CHECKED BY: MSS
 SCALE: NTS
 SHEET: 1 OF 1

AMENITY
FEATURES

EXHIBIT "K"



Conceptual Site Plan
 AMENITY FEATURE K

WATERSIDE

City of Winter Garden

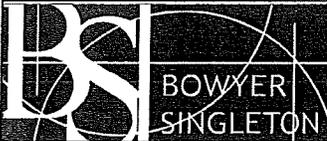
Standard Pacific Homes



1413

NOTE: THIS PLAN IS FOR CONCEPTUAL USE ONLY

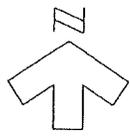
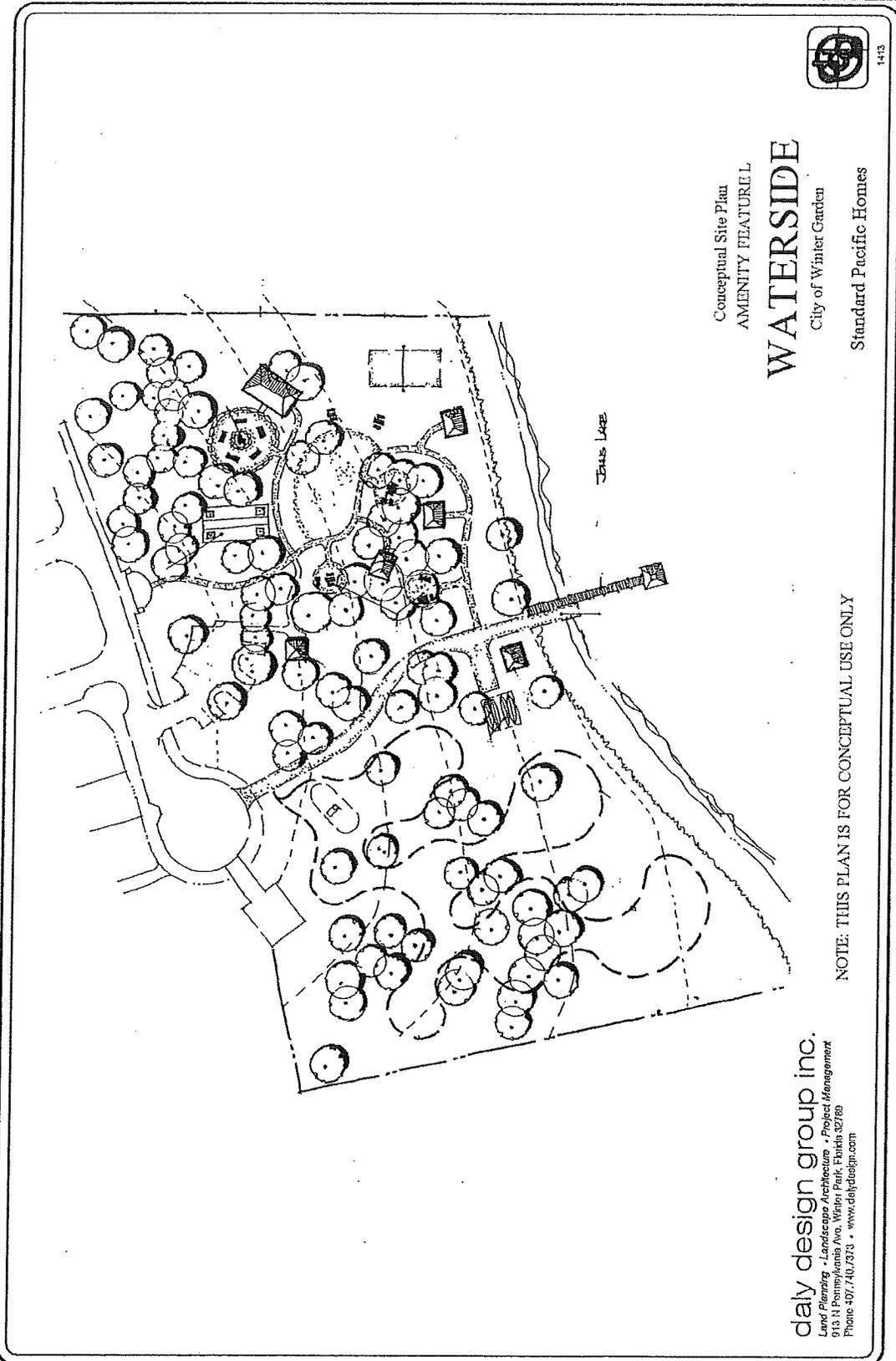
daly design group inc.
 Land Planning • Landscape Architecture • Project Management
 913 N Pennsylvania Ave, Winter Park, Florida, 32789
 Phone: 407.740.7373 • www.dalydesign.com



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 DATE: MAY 2014
 PROJECT NO.: EDWD3
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 SCALE: NTS
 SHEET: 1 OF 1

AMENITY
FEATURES

EXHIBIT "L"



143

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: George Brennan, Police Chief

Via: Mike Bollhoefer, City Manager

Date: October 10, 2014

Meeting Date: October 23, 2014

Subject: Interlocal Agreement for Police Dispatching Services for the City of Ocoee
– Police Chief Brennan.

Issue: The City of Ocoee wants the Winter Garden Police Department to provide dispatching services for their police department.

Recommended action: Authorize the Mayor to execute the Interlocal Agreement for Police Dispatching Services for the City of Ocoee.

Attachment: Copy of agreement to be executed.

INTERLOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES
between
CITY OF WINTER GARDEN, FLORIDA
and
CITY OF OCOEE, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into as of the _____ day of _____, 2014 by and between the City of Winter Garden, a Florida Municipal Corporation, hereinafter referred to as "WINTER GARDEN", whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 and the City of Ocoee, a Florida Municipal Corporation, hereinafter referred to as "OCOEE", whose mailing address is 150 N. Lakeshore Drive, Ocoee, FL 34761:

WITNESSETH:

WHEREAS, WINTER GARDEN currently operates and maintains modern emergency communications facilities capable of receiving and dispatching public safety personnel; and

WHEREAS, Ocoee's dispatching services are currently undertaken by the City of Apopka personnel utilizing equipment owned by Orange County (the "Ocoee Dispatching Equipment") and maintained by Ocoee; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this Agreement to provide superior communications services for the benefit of both agencies, more particularly herein; and

WHEREAS, Winter Garden owns and maintains a twenty-four (24) hour public safety communications center located at the Winter Garden Police Department, 235 West Plant Street, Winter Garden, FL (the "Winter Garden Communications Center"); and

WHEREAS, Ocoee recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has requested Winter Garden to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

WHEREAS, Winter Garden recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has agreed to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

WHEREAS, pursuant to the terms of this agreement, Ocoee plans to discontinue the provision of dispatching services by the City of Apopka and have such services performed by Winter Garden personnel at the Winter Garden Communications Center and to transfer the Ocoee Dispatching Equipment to the Winter Garden Communications Center for use by Winter Garden personnel in performing the services called for by this agreement.

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between the City of Winter Garden and City of Ocoee.

SECTION 1: WINTER GARDEN'S RIGHTS AND RESPONSIBILITIES

- A. Winter Garden shall provide twenty-four (24) hour police dispatching services for the Ocoee Police Department in response to "911" calls, receive and process ten-digit telephone calls for emergency service, direct dial, or other agency request for the service provided within the areas of the City of Ocoee's jurisdiction.

Winter Garden agrees to answer all "911 PSAP" calls at its public safety answering point in the following time frame for Ocoee calls for service:

Percentage of Time	95%	96%	97%
Seconds Answered In	5 Seconds	7.5 Seconds	10 Seconds

The percentage of time in answering the calls for service shall be calculated over a given month period.

- B. Winter Garden will receive and transfer emergency medical and fire calls for service, including notifications for automatic fire alarms, and automatic aid and mutual aid for fire services to Orange County, as agreed upon pursuant to a separate Interlocal Agreement for Fire Dispatch Services between the City of Ocoee and the Orange County Fire Services Division or such comparable agreement as may be entered into between Ocoee and Orange County subsequent to the date of this agreement or as otherwise directed by Ocoee in the event the foregoing agreement with Orange County terminates. This agreement in no means shall imply that the City of Winter Garden shall or will track statistical data related to the calls for emergency medical and fire services within the City of Ocoee.
- C. Winter Garden shall electronically provide a Winter Garden Communications Division Policies and Procedures manual outlining formally established regulations to Ocoee and shall provide Ocoee with any updates thereof.
- D. Winter Garden shall keep adequate records and recordings including assignment of appropriate means of identification of Calls for Service and provide access to this information to Ocoee law enforcement officers or the general public as required by the appropriate public records laws.
- E. Winter Garden shall provide access to Ocoee law enforcement personnel, 24 hours a day, seven days a week, to information contained within the Florida Crime Information Center (FCIC) system, National Crime Information Center (NCIC) system and Orange County Sheriff's Computer System. The Orange County Sheriff's records shall be limited to those records that the Sheriff deems appropriate to share with neighboring law enforcement agencies. Winter Garden shall not be responsible for errors contained within the aforementioned system regarding information entered into the system by any other agency. In addition, Winter Garden shall not be

responsible for loss of service or access to the aforementioned systems due to circumstances beyond Winter Garden's control. This is to include, but not limited to: Disasters, instances when the system is down due to work by the Florida Department of Law Enforcement, the Orange County Sheriff's Office, Florida Crime Information Center system or the National Crime Information Center system or other networks connected to these systems of which Winter Garden does not control; routine maintenance; or unforeseen computer problems of Winter Garden owned equipment or the Ocoee Dispatching Equipment.

- F. Winter Garden shall enter law enforcement information into the FCIC and/or NCIC system upon the order of a duly certified law enforcement officer of the City of Ocoee according to the laws, rules and regulations of the Florida Department of Law Enforcement (FDLE), FCIC and NCIC.
- G. Winter Garden shall provide written notification to Ocoee when any record is canceled and/or modified in accordance with FDLE, FCIC and/or NCIC standards. Winter Garden will notify the Ocoee Police Chief or his designee of cases that require validating. The validation confirmations shall be returned to Winter Garden within 20 days of mailing date. In addition, Winter Garden shall maintain records in accordance with the aforementioned agency standards including removing entered information when the proper validations and/or documentation are not received by Winter Garden from Ocoee and Winter Garden shall not be held liable for any consequence due to the removal of the record according to the above agency standards. The Winter Garden Chief of Police reserves the right to remove any and all records from the aforementioned system(s), after notification to Ocoee for failing to validate the records in accordance with the rules and regulations established by the Florida Department of Law Enforcement.
- H. Winter Garden shall maintain records of all entries and cancellations in the aforementioned system for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws. Winter Garden shall also maintain all 911 recordings and dispatch recordings for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws.
- I. Winter Garden shall provide dedicated dispatching circuit(s) linking Winter Garden to Ocoee for the purposes of mobile computer terminals, printing or stationary computers.
- J. Unless requested by Ocoee, Winter Garden will not record any talk groups not covered by Winter Garden's maintenance contract and if any additional talk groups are requested to be monitored by Ocoee, Ocoee shall pay for any associated costs.
- K. In the event Winter Garden receives a public records request for Ocoee records maintained by Winter Garden pursuant to this agreement, Winter Garden will forward any such request to Ocoee and Ocoee will be responsible for responding to such request. Winter Garden will not release any such records without first

consulting with Ocoee to determine whether such records are entitled to be released under the public records laws. Notwithstanding the foregoing, Winter Garden shall not be held liable for damages due to the release of any information as required by law.

- L. All Ocoee records maintained by Winter Garden pursuant to this agreement shall be maintained and retained by Winter Garden in accordance with the applicable records retention schedule.
- M. Ocoee currently records the primary police talk groups and Ocoee agrees to provide Winter Garden with the necessary equipment for recording said talk groups. Winter Garden will continue to record the foregoing as part of the services provided under this agreement. Ocoee shall be responsible for any maintenance to the recording equipment used for the sole purpose of recording Ocoee's transmissions.
- N. Winter Garden will accept delivery of the Ocoee Dispatching Equipment and utilize it in connection with the providing of the services required by this agreement. Following Winter Garden's acceptance thereof, Ocoee shall maintain maintenance contracts for the Ocoee Dispatching Equipment and portable radios provided to Ocoee's personnel and shall be responsible for any and all associated costs.
- O. Winter Garden will be available to hold quarterly meetings with Ocoee to discuss operational issues related to this agreement.

SECTION 2: OCOEE'S RIGHTS AND RESPONSIBILITIES

- A. On the effective date of this agreement, Ocoee must have the necessary CTS-America software to be compatible with Winter Garden's computer aided dispatch system, CAD, reporting system and records management system. Throughout the term of this agreement and unless otherwise agreed to between the parties, Ocoee agrees to and understands that Winter Garden and/or CTS-America shall continue to upgrade the aforementioned systems as software and/or hardware becomes available and that Ocoee shall upgrade the necessary software and/or hardware to ensure that the aforementioned software and/or hardware provide for the best public safety responses to their respective communities. Every effort will be made to ensure that this is a coordinated effort between the respective cities but in no way restrict Winter Garden from upgrading its system. Ocoee understands that under the terms of this agreement it shall be responsible for ensuring that it maintains a maintenance agreement with CTS-America and any respective vendor(s) to ensure the software's efficient functioning that are not otherwise outlined and/or contained herein under the terms of this agreement.
- B. Ocoee under the terms of this interlocal agreement shall install a T-1 communications line between the City of Winter Garden and the City of Ocoee for means of communicating data transmissions between the respective cities. The City of Winter Garden shall be the responsible party to ensure that the line is operating from the Information Technology equipment (server) maintained by the City of Winter Garden to the router which will be located at the City of Ocoee. Any

equipment on the opposite side of the router located at the City of Ocoee shall remain the responsibility of the City of Ocoee Information Technology Department.

- C. Ocoee shall observe the instructions and procedures to be provided by Winter Garden for the use of radios and for coordination of dispatching efforts under the terms of this agreement. Ocoee may have a representative coordinate with the representative of Winter Garden with respect to the revisions or other updates as necessary to the Winter Garden Communications Center policies and procedures manual. Ocoee shall enforce the policies of such with its own members.
- D. Ocoee shall provide radio equipment for use by Ocoee's personnel to include handheld (portable) and/or vehicle mounted (mobile) radios that are capable of communicating with the Winter Garden Communications Center.
- E. Ocoee shall retain ownership of the portables and mobiles under their control and shall be responsible for all associated costs of maintenance of and/or replacement of such. Ocoee also may be charged a fee for any and all programming, updates, modifications, or changes in the Winter Garden Communications system for the City of Ocoee to include console, portable, or mobile programming. Any costs incurred by Winter Garden for the specific aforementioned services shall be negotiated in advance with the Ocoee signatory agent or designee.
- F. In situations where the Ocoee Chief of Police or his designee directly dispatches police units, the Winter Garden Communications Center is to be notified as soon as possible as to the location and nature of the call to which the Ocoee unit has been dispatched.
- G. Ocoee shall provide the Winter Garden Communications Manager with a list of persons who are authorized to direct the dispatching of police units for Ocoee city business and shall provide a list of all duly sworn and employed Ocoee police personnel, contact phone numbers, and pager numbers of such.
- H. Ocoee is responsible for any costs associated with the recording of police talk groups that are not covered under the City of Winter Garden's maintenance contract.
- I. Ocoee shall be responsible for giving all data to Winter Garden which may be needed for Winter Garden to update all Ocoee records entered by Winter Garden into the FCIC and/or NCIC system in accordance with FDLE established policy and procedures. This is to include ensuring the validation process of the records is conducted in a manner consistent with established rules and regulations.
- J. In order for the Winter Garden Communications Division to comply with validation policies set forth by the Florida Department of Law Enforcement, Florida Crime Information Center system and the National Crime Information Center system, Ocoee will be required to send a copy of the initial and/or recovery request, on acceptable forms as agreed upon by the Winter Garden Communications Division to the Communications Center not to exceed forty-eight (48) hours after the original

request for entry. If this request is not received, the Winter Garden Communications Division may cancel the entry from the system and will provide written notification to the Ocoee Chief of Police.

- K. Validations are accomplished by reviewing the original entry and current supporting documents and recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source or individual. The original report shall be maintained by the Ocoee Police Department and all contacts for validation of said records will be the sole responsibility of the Ocoee Police Department. When the entries are validated, Ocoee shall forward notification to the Winter Garden Communications Division with the case numbers and case status. Any failure by the Ocoee Police Department to validate the records within the 20 days provided under this agreement may result in the record being cancelled from the appropriate FCIC/NCIC system.
- L. This agreement in no way restricts the response patterns of the City of Ocoee, allowing Ocoee to dictate the number and type of emergency units that should be deployed on each type of emergency call in Ocoee or any other jurisdiction to which Ocoee provides service.
- M. Ocoee agrees that the 911 surcharge monies collected by Orange County on behalf of Ocoee shall be directed to and made payable to the City of Winter Garden since Winter Garden shall be the answering point for the 911 calls originating out of the City of Ocoee.
- N. Ocoee agrees and fully understands that Winter Garden may agree at a later date to provide a talk group on Winter Garden's 700/800 trunked radio system, however, Winter Garden makes no guarantee either written or implied as to the coverage of the radio system within the coverage area of Ocoee's emergency response area. Ocoee further understands and agrees that at any time in the future, the City of Winter Garden may negotiate the institution of a user fee for the use of radio equipment owned and operated by the City of Winter Garden for the transmission and receiving of radio communications. Any fees shall be agreed upon by both parties to this agreement and would be considered operational services and outlined in an addendum to be attached at a later date.
- O. The Ocoee Dispatching Equipment shall be delivered by Ocoee to Winter Garden at Winter Garden's Communications Center for use by Winter Garden in providing the services required under this agreement. Ownership of the Ocoee Dispatching Equipment shall not be changed by virtue of this agreement.
- P. The City of Ocoee shall be the responsible party to ensure that the necessary programming of their PBX System occurs and that all non-emergency 10 digit communication lines are transferred to the designated phone number at the City of Winter Garden. Costs associated with this programming shall be the responsibility of the City of Ocoee.

- Q. Ocoee shall be responsible for the maintenance of the individual laptops assigned to their personnel and owned by the City of Ocoee under the terms of this agreement.
- R. Ocoee understands that in order to ensure effective use of the software, that both the City of Winter Garden and the City of Ocoee are required to upgrade CTS-America Software simultaneously and agrees that software updates shall be coordinated with the Winter Garden IT Director prior to updating their system.
- S. Ocoee is in agreement that there are continued costs associated with maintaining connectivity to Winter Garden (such as T-1 data links and router) and CTS-America software. Upon termination of this agreement, Ocoee understands that Ocoee shall be responsible for the cost of transferring and/or maintaining this equipment and software.
- T. Ocoee shall be responsible for providing any and all data to CTS-America for the data transfer and set-up of table for the initial startup under the terms of this agreement.
- U. Ocoee shall provide dedicated communications circuit(s) linking Winter Garden to Ocoee for the purposes of providing a ringdown phone outside of the Ocoee Police Department and associated Fire Departments for after hour access to the communications personnel.

SECTION 3: SUPPLEMENTAL / OPERATIONAL SERVICES

Ocoee may elect, and at any time during this agreement, to purchase those supplemental services from Winter Garden that are not specifically listed in this agreement. Supplemental services purchased are considered “services” and Winter Garden shall retain all proprietary right, title, or interest to services. Upon termination of this Agreement, Ocoee shall not be entitled to any of the intellectual software, property, equipment or devices purchased by Winter Garden, unless otherwise negotiated and documented.

SECTION 4: SERVICES NOT COVERED OR PROVIDED

Ocoee agrees that the following services and fees are the responsibility of Ocoee: Lease cost for pagers and/or wireless phone devices to be carried by Ocoee police personnel, which are coded to receive automatic alerts from the Winter Garden Computer Aided Dispatching system.

- A. Purchase of Mobile Data Computers (MDC) and Automatic Vehicle Location (AVL) in vehicle equipment and leased airtime.
- B. Mobile Data Computer Aided Dispatching software licenses and maintenance costs for Ocoee units.
- C. Mobile Data Computer Field Reporting software licenses and maintenance costs of Ocoee units.

- D. Purchase of mobile, portable and/or console radios for use by Ocoee.
- E. Ocoee agrees and is of the understanding that they shall install or have installed by a contractor of their choice any and all communications lines for direct dial ring down emergency communication phones between the Ocoee Police Department and Ocoee Fire Stations. It shall be Ocoee's responsibility to maintain these communication lines and to ensure that any repairs are conducted as needed. Ocoee also shall remain the responsible party for the monthly costs for these communication lines.

SECTION 5: PAYMENT OF SERVICES RENDERED

The intent of this section of the interlocal agreement is to establish method of payment by Ocoee to Winter Garden for providing public safety dispatching services as set forth in this agreement. Payment is established by this interlocal agreement and paid by Ocoee to Winter Garden. The payment is subject to periodic cost adjustments as set forth as follows:

October 1, 2014 – September 30, 2015 will be \$500,000.00 for a full year. The parties recognize that the services cannot be commenced by October 1, 2014 so beginning with the mutually agreed upon implementation date the cost will be pro-rated at \$125,000.00 per quarter, or \$41,667.00 per month if less than a full quarter.

October 1, 2015 – September 30, 2016 shall not exceed a 5% increase above the previous fiscal year

October 1, 2016 – September 30, 2017 shall not exceed a 5% increase above the previous fiscal year

October 1, 2017 – September 30, 2018 shall not exceed a 5% increase above the previous fiscal year

October 1, 2018 – September 30, 2019 shall not exceed a 5% increase above the previous fiscal year

A. Terms:

1. Ocoee shall pay an annual fee for services described in this interlocal agreement to the City of Winter Garden. The annual fee shall be paid in equal quarterly payments commencing on October 1st of each year and every three months thereafter. A late fee of 1.5% per annum may be assessed for any quarterly payment not received within thirty (30) days of due date.
2. Should the percentage of calls increase by more than 10% over the previous year, city representatives from Ocoee and Winter Garden will review the call data and determine if an adjustment in the annual fee is necessary in order to equitably allocate the cost incurred by Winter Garden.

SECTION 6: WORKER'S COMPENSATION / HOLD HARMLESS

- A. Any employee of Ocoee (whether paid or not; or working within the scope of, or under the direction of an Ocoee employee), who is dispatched in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Ocoee and not Winter Garden. Said employee shall be subject to the sole control and supervision of Ocoee and shall not be construed to be an employee of Winter Garden.
- B. To the extent permitted by law and without waiving sovereign immunity, Ocoee shall indemnify and hold harmless the City of Winter Garden from any and all claims or litigation arising out of dispatching services provided by Winter Garden for Ocoee except in the case of negligence by Winter Garden with respect to the provision of such services. This includes, but is not limited to, payment of any and all damages and reimbursement for attorney's fees and costs incurred by Winter Garden as a result of such claims or litigation.
- C. Any employee of Winter Garden (whether paid or not; or working within the scope of, or under the direction of a Winter Garden employee), who is performing services for Ocoee in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Winter Garden and not Ocoee. Said employee shall be subject to the sole control and supervision of Winter Garden and shall not be construed to be an employee of Ocoee. It is not the intent of this agreement to differentiate between Winter Garden employees assigned to perform Ocoee function versus Winter Garden functions.

SECTION 7: EFFECTIVE DATE AND TERM

- A. The agreement shall be effective as of the date of the signatories and shall continue in full force and effect until this agreement is renegotiated and amended, or unless either party delivers written notice to the other party of its intention to terminate this agreement. The notice of such termination shall be with just cause based upon a violation of this agreement and shall be made in writing and served personally or by certified mail to the City Manager of Winter Garden on behalf of Ocoee or to the City Manager of Ocoee on behalf of Winter Garden.
- B. The terms of this agreement shall remain in full force for term of five (5) years, beginning on/or about October 1, 2014 and continuing until September 30, 2019 unless either party delivers written notice to the other party of its intention to terminate this agreement. Each party agrees that should such party elect to terminate this agreement they shall give the other party at least twelve (12) months advance notice of their intent to terminate this agreement.
- C. Notice of termination as set forth above and any other notices which may be required to be provided in writing under this agreement shall be made in writing and shall be served personally or by certified mail to the City Manager, City of

Winter Garden, 300 West Plant Street, Winter Garden, Florida 34787 or to the City Manager, City of Ocoee, 150 North Lakeshore Drive, Ocoee, Florida 34761.

- D. The services to be provided by Winter Garden under this agreement shall commence on _____, 2014.
- E. The Effective Date of this agreement shall be the day this agreement is last executed by a party hereto and such date shall be inserted on Page 1 of this agreement.

SECTION 8: CONFLICT RESOLUTION

Winter Garden intends to work closely with Ocoee to resolve any dispatch issues or service performance conflicts which may arise out of this Agreement. Formal conflict resolution shall use the following procedure:

- A. The Ocoee Chief of Police or his designee shall discuss (verbally, by email, or in a formal communication) the issue with the Winter Garden Communications Manager who shall respond within three (3) business days. Winter Garden's response may be made verbally, by email or in a formal letter response.
- B. If Ocoee is not satisfied with the response, Ocoee may appeal the decision, within five (5) business days of receipt of the response, to the City of Winter Garden Chief of Police who shall provide a written response within three (3) business days.
- C. If Ocoee is not satisfied with the decision of the City of Winter Garden Police Chief, Ocoee may appeal within five (5) business days of receipt of the response, to the City Manager of Winter Garden who shall provide a written response within twenty (20) days. The decision of the Winter Garden City Manager shall be considered final.

The foregoing shall not be construed to authorize Winter Garden to make unilateral amendments to this Agreement or provide a basis for Winter Garden disregarding any provision of this Agreement.

SECTION 9: MISCELLANY

- A. It is understood that the services called for in this agreement do not include telephone complaint report writing or walk-in complaint handling by the City of Winter Garden.
- B. All amendments to this agreement shall be in writing and signed by all parties.
- C. This written agreement supersedes all previous agreements between the parties and is the complete agreement between the parties with respect to the subject matter of this Agreement.
- D. The recitals set forth in the WHEREAS clauses are true and correct.

- E. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- F. At any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.
- G. Both Ocoee and Winter Garden shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance; provided, however, that prior to taking any action to enforce this Agreement by an action for specific performance, a 15 day written notice and opportunity to cure shall be given to the other party.
- H. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this agreement or because of a breach by the other party of any terms hereof, each party shall be responsible for their attorney's fees and costs.

SECTION 10: SECURITY

- A. If Ocoee maintains a Florida Department of Law Enforcement terminal (FDLE), an FDLE direct connect, or Mobile Data (or Mobile Computer) terminals used to access NCIC, FCIC or Orange County Computer Services, Ocoee shall maintain a separate FDLE Terminal Agency Coordinator and Point of Contact with FDLE separate from any agreement with Winter Garden. Winter Garden shall not be responsible for the security and maintenance of any terminal not under the direct control of the City of Winter Garden.
- B. Winter Garden does not waive any of their exclusive legal rights, statutory or otherwise, associated with the ownership of the proprietary computer programming information or data or intellectual property as defined in Chapter 815 F.S.
- C. Ocoee acknowledges and understands that Ocoee has no proprietary right, title, or interest whatsoever in the proprietary information programmed into radios and/or computers by Winter Garden and that Ocoee is allowed to use this proprietary information subject to the provisions of this agreement.
- D. Ocoee acknowledges and understands that Winter Garden can, subject to the provisions of this agreement, revoke the use of the proprietary information programmed into the computers and/or radios by Winter Garden and that upon request of Winter Garden, Ocoee will immediately make the equipment available to Winter Garden for removal of the proprietary information.
- E. Ocoee agrees not to sell, trade, give away, or discard the radio until after the radio has been delivered to Winter Garden and the proprietary information previously installed by Winter Garden has been removed by Winter Garden. Ocoee is not

authorized to make any modifications to the information programmed into Ocoee's computers or radios without the prior consent of Winter Garden.

- F. Ocoee shall not allow anyone access to the proprietary information programmed into Ocoee's computers or radios unless required to do so by law.
- G. Ocoee shall retain all rights to the user licenses associated with the computer aided dispatch system (CISCO and/or CTS-America) and will not transfer to Winter Garden any such license. Ocoee shall provide a copy of their CTS-America agreement indicating the number of concurrent licenses that they own at the execution of this agreement to the Winter Garden Chief of Police.

SECTION 11: IMPLEMENTATION PLAN

Staff from Winter Garden and Ocoee will negotiate and implement specific operational procedures and policies unique to Ocoee's operation. Winter Garden recognizes that Ocoee may be desirous of meeting the Commission of Law Enforcement Accreditation Standards and will comply and assist Ocoee in their move to become an accredited law enforcement agency with regards to the Communications portion of the accreditation standards.

SECTION 12: DISCLAIMER OF THIRD PARTY BENEFICIARIES

This agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not one of the parties executing this Agreement.

SECTION 13: ASSIGNMENT OF INTEREST

This Agreement may not be assigned, in whole or in part, by any of the parties hereto without the express written consent of the other party.

SECTION 14: SEVERABILITY

This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

SECTION 15: CONSTRUCTION OF AGREEMENT

This Agreement is the result of mutual negotiations between the parties hereto and all parties have contributed substantially and materially to the preparations hereof. Accordingly, this Agreement shall not be construed more strictly against either party.

SECTION 16: SIGNED, DATED, AND AGREED:

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

CITY:

**CITY OF WINTER GARDEN,
FLORIDA**

BY:

John Rees
Mayor

CITY:

**CITY OF OCOEE,
FLORIDA**

BY:

S. Scott Vandergrift
Mayor

ATTEST:

Kathy Golden, City Clerk

ATTEST:

Beth Eikenberry, City Clerk

**APPROVED BY THE WINTER GARDEN
CITY COMMISSION AT A MEETING
HELD ON _____, 2014**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 2014**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER GARDEN, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2014.**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2014.**

FISHBACK DOMINICK

FOLEY & LARDNER LLP

By: _____
City Attorney

By: _____
City Attorney

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

From: City Clerk Golden

Date: October 14, 2014

Meeting Date: October 22, 2014

Subject: Planning and Zoning Board appointments

Issue: Appointment to four seats scheduled to expire October 31, 2014. Expiring seats are currently held by Rohan Ramlackhan (District 3), Mac McKinney (District 1), James Dunn (District 4) and Eric Weiss (District 2)

Mr. Weiss from District 2 has expressed would like to be considered for reappointment. The remaining three members are not eligible for reappointment because of term limits. The appointment term is for three years, to expire the second meeting in October 2016.

The remaining three seats are filled from Districts 1, 2, and 3.

The attached interest forms are herewith submitted for your consideration.

Code Reference:

Sec. 98-26. Creation; composition; appointment, terms, removal, compensation, of members; ...

(a) There is created a planning and zoning board which shall consist of seven members who shall be appointed by the city commission. Commencing January 1, 2010, each member appointment shall be for a term of three years. Planning and zoning board members appointed by the city commission to serve out the remainder of an unexpired four-year term vacated by a previous board member, who were otherwise appointed by the city commission prior to September 1, 2008 to serve a four-year term, or who were appointed to serve a two-year term after September 1, 2008, shall continue to serve out the remainder of those terms to which they were appointed. **After January 1, 2010, the city commission, at its second October meeting, shall appoint planning and zoning board members to open seats for three-year terms**, with such terms ending upon the appointment of a successor or reappointment of such member. A member shall not be appointed to the board for more than two consecutive full terms, but may be reappointed after the expiration of one year following the end of such member's second term. For members on the board on January 1, 2010 in their second or later term, such members may be reappointed for one additional succeeding term regardless of the two-term limitation in this subsection.

(b) To ensure multidistrict representation on the board, **the city commission shall appoint to the board at least one member from each voting district within the city's boundaries. Furthermore, no more than two members of the planning and zoning board may reside in a single district** subject to the following exceptions:

Attachments: Interest forms on file and matrix of interested residents by district.

Planning and Zoning Board Appointment Interest Forms on file as of 10/14/14

Term would expire in 2017

Note: All Districts are eligible for appointment as long as there are no more than two per district serving.

District 1

Neal Lippold
Eric Rainville
Ron Sikes
James Hawthorne

District 2

Don Patton
George Spigener

District 3

None

District 4

Gerald Montgomery
Henry Haddock
David Kassander
Matthew Matin
Ryan Dotson

Current Composition:

H. Gerald Jowers	District 1	October 2016
Mae McKinney	District 1	October 2014
Heather Gantt	District 2	October 2016
Eric Weiss	District 2 Eligible for reappointment	October 2014
Mark Maciel	District 3	October 2016
Rohan Ramlaekhan	District 3	October 2014
James Dunn	District 4	October 2014



Still interested as of 10-10-10
3-26-12
No responses 2014 1-10-13
9-19-14
CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

Rec'd. 4-19-10 P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

**CITY OF WINTER GARDEN
BOARD APPOINTMENT INTEREST FORM**

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

DATE: APRIL 16, 2010 VERIFIED INTEREST ON: _____

LAST NAME: LIPPOLD FIRST: NEAL MIDDLE: W
HOME ADDRESS: 525 S. HIGHLAND AVENUE, WINTER GARDEN, FL 34787
OFFICE ADDRESS: _____
HOME PHONE: 407-347-8300 WORK PHONE: _____ FAX: 407-347-8300
CURRENT EMPLOYER: RETIRED - WAUBONSEE COMMUNITY COLLEGE, SUGAR GROVE, IL LENGTH: 31 YEARS
POSITION: PROFESSOR EMERITUS OF CRIMINAL JUSTICE

EDUCATION: AURORA EAST HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: CRIMINAL JUSTICE/SOCIOLOGY
ADVANCED COLLEGE DEGREE IN: CRIMINAL JUSTICE OTHER: ALL BUT DISSERTATION FOR EDUCATIONAL DOCTORATE IN CURRICULUM AND INSTRUCTION

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

COMMUNITY INVOLVEMENT: Instructor with AARP Driver Safety Program, past member of the Volusia County COP program.

INTERESTS/ACTIVITIES: Sports, reading, gardening

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

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

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

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes WHICH CITY DISTRICT? 3 / 1

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

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? Yes IF YES, PLEASE STATE NAME OF BOARD: POLICE COMMITTEE
AS CHIEF OF POLICE, I SERVED ON THE POLICE COMMITTEE FOR THE VILLAGE OF SUGAR GROVE, ILLINOIS FROM 1980 THRU 1986.

REFERENCES: SUPPLIED ON DEMAND

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

REVISED 11/02/09

NEAL W. LIPPOLD

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

EDUCATION

NORTHERN ILLINOIS UNIVERSITY

Curriculum and Instruction, January, 1992-2002

All course work completed for EdD, except dissertation.

CHICAGO STATE UNIVERSITY

Masters Degree ■ Corrections, May, 1978

AURORA UNIVERSITY

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

WAUBONSEE COMMUNITY COLLEGE

Associate in General Studies Degree, June, 1972

WORK EXPERIENCE

ACADEMIC

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

Taught all criminal justice courses; promoted the criminal justice program via advertising, flyers, advisory councils and visits to criminal justice agencies. Responsible for budget preparation; preparing semester class schedule; degree and certificate programs; catalog changes; ordering equipment; developing departmental policy and procedures, and hiring of adjunct faculty.

Program Development/Curriculum Design

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

Distance Learning

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

Dual credit course offerings

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

Driver Safety:

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

Extracurricular Activities:

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

Center for Teaching, Learning and Technology

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

Presenter--State Level

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

Research - Classroom Usage

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

ADMINISTRATIVE/PRACTICAL

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

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

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

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

KNOWLEDGE, ABILITIES, AND SKILLS

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

COLLEGIATE ACTIVITIES

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

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

PROFESSIONAL AFFILIATIONS

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

COMMUNITY ACTIVITIES

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

HONORS

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

References sent under separate cover



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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

FEEL FREE TO ATTACH A RESUME.

DATE: April 7, 2011

VERIFIED INTEREST ON: 8-24-11 7-9-13
5-24-12 5-20-14

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

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

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

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? April 2007
 ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO WHICH CITY DISTRICT? District 1
 ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? YES NO IF YES, PLEASE STATE NAME OF BOARD:

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

REFERENCES:
Jay Conn, Director Parks and Recreation, City of Winter Garden, 407-656-4155
Howard Long, Project Executive, Roy Anderson Construction, 228-297-4104

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

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

ERIC J. RAINVILLE

**416 Courtlea Oaks Boulevard
Winter Garden, Florida 34787
407.877.9660 | 407.913.7135**

PROFESSIONAL EXPERIENCE

Over 20 years experience in portfolio and asset management, facilities, owner's representation and construction management with expertise in maintenance capital planning and facilities management; utilities, fuels and futures purchasing; cost control, estimating, scheduling, development, preconstruction and construction phase administration. Construction projects ranging from \$60,000 to \$100 million including hard-bid, design-build and CM-negotiated contracts for new construction and extensive renovations/restorations of restaurants, amusement/themed facilities, institutional/educational facilities, data centers, aggressively scheduled tenant improvements, office buildings, law enforcement facilities and parking structures. Leadership and communication skills have emphasized involvement as the team leader.

REGIONS FACILITY SERVICES | 2011-CURRENT | DIRECTOR OF FACILITIES MANAGEMENT PROGRAMS

Director Facility Support and Inspections Division
Director Preconstruction Services / Construction Services

Among other construction services, the Facilities Support Services Division provides:

- Facility inspection and assessment with short-term and long-term maintenance plans.
- Development of schedules of preventative maintenance for heavy use equipment and systems.
- Review and expansion of the existing network of regional service providers and vendors and negotiation of service contracts.
- Generation of quarterly facility assessment reports for distribution to local and regional operations management.
- Coaching of local operations crew in facilities best practices to ensure assets are properly utilized and maintained.
- Review of maintenance plans with divisional leaders and unit managers and providing necessary follow-up support in executing the plan.
- Partnering with operations to develop and budget annual planned work list.
- Responding to risk management assessments of health, safety and code issues.
- Ensuring brand standards are vigorously upheld.
- Providing unit-by-unit cost and schedule reporting of all completed, active and pending planned work projects.
- Negotiating purchasing agreements for goods and services to capitalize on economies of scale and leverage positions.
- Development and implementation of standards and practices for execution of restaurant coordinated planned work.
- Review and expand existing facilities knowledge base to include reference material pertaining to all kitchen equipment and major mechanical and electrical equipment in restaurants.
- Maintain comprehensive set of facility management policies, procedures and guidelines that provide ongoing support for the needs of all aspects of maintenance delivery.
- New store planned maintenance and services setup.
- Warranty management and expiration walk-throughs.

ERIC J. RAINVILLE
(continued)

PLANET HOLLYWOOD INTERNATIONAL | 2009-2011 | DIRECTOR OF FACILITIES & CONSTRUCTION

Director of Facilities & Construction for all Planet Hollywood owned properties including:

Planet Hollywood International North American and European locations
Buca di Beppo North American and UK locations
Earl of Sandwich North American and European locations

Additional support to other Earl Enterprises owned companies including Grupo ECE which operates as franchisee for all Hard Rock, Rainforest Cafe and Planet Hollywood properties located in Mexico.

Responsible for the new construction, operation and maintenance of all facilities and support services for 100+ locations, including the implementation of capital improvement projects, environmental health and safety, as well as new construction. Additional responsibilities include preparing overall capital plan and operating budgets and assessments of all properties to align with the overall companywide strategic plan.

HARD ROCK INTERNATIONAL | 2005-2009 | DIRECTOR OF FACILITIES

Provided senior leadership and technical knowledge required to ensure longevity of company assets by the effective planning of maintenance capital and facilities management through an internal facility team for 70+ corporate-owned properties. Managed direct reports in accordance with company principals to support department functions and compliance. Provided direction for energy management issues, including contract negotiations and authorization for purchase of utilities, fuels, waste, water and futures. Provided leadership for emergencies, such as fires and business interruptions, including building systems and equipment failures. Partnered with Operations to ensure Facilities and Ops teams worked together to develop, implement and maintain planned work and capital improvement budgets; ensured compliance with best practices and budgetary constraints; and forecast and planned facility improvements. Maintained then current knowledge of field conditions and managed building systems, assets and life-safety systems.

- o Managed all corporate owned facilities worldwide located in North America, United Kingdom, Europe and Australia.
- o Managed yearly maintenance capital and expense budgets, which encompasses over 2000 individual projects.
- o Budgeted and tracked company's yearly utilities world wide, including negotiation of purchase contracts for electricity, gas, water and waste.
- o Managed field team consisting of regionally based area facilities managers.
- o Managed CCTV, burglar, fire alarm, fire suppression and life-safety systems contracts globally.
- o Managed audio and video systems in units with company's information technologies group.
- o Successfully developed and implemented company's planned work budgeting system and process with an earlier start and more comprehensive and accurate budget.
- o Rebuilt the facilities department and established foundation for repositioning of aging estate infrastructure.
- o Streamlined routing and approvals of planned work projects.
- o Developed and implemented standards and practices for execution of coordinated planned work.
- o Developed a facilities knowledge base, which included reference material pertaining to all kitchen equipment and major mechanical and electrical equipment in properties.

ERIC J. RAINVILLE
(continued)

BRASFIELD & GORRIE CONSTRUCTION COMPANY | 2003-2005 | PROJECT MANAGER

Held the leadership role for the construction effort and responsibility for the administration of assigned projects, including preparation of all project work papers, bids and associated files. Interfaced with project architect/engineer and acted as primary contact to client. Planned and coordinated the timely and profitable completion of all projects. Ensured all activities were conducted in a prudent and ethical manner. Coordinated and assigned project delivery schedule. Additional responsibilities included purchasing activities for projects; budget control (creation and maintenance); project quality control; development and implementation of operating procedures and standards; contract administration (cost estimates, proposals, subcontractor agreements, budget revisions and change orders); and oversight of all project records and documents.

R.C. STEVENS CONSTRUCTION COMPANY | 2001-2003 | PROJECT MANAGER

Held the leadership role for the construction effort and responsibility for the administration of assigned projects, including preparation of all project work papers, bids and associated files. Interfaced with project architect/engineer and acted as primary contact to client. Planned and coordinated the timely and profitable completion of all projects. Ensured all activities were conducted in a prudent and ethical manner. Coordinated and assigned project delivery schedule. Additional responsibilities included purchasing activities for projects; budget control (creation and maintenance); project quality control; development and implementation of operating procedures and standards; contract administration (cost estimates, proposals, subcontractor agreements, budget revisions and change orders); and oversight of all project records and documents.

JACK JENNINGS & SONS | 1996-2001 | PROJECT MANAGER / PROJECT ENGINEER

Progressed from Project Engineer to Project Manager during employment. As Project Engineer, was responsible for assisting the project manager during pre-construction and construction phases. Main duties included coordination of subcontractors, architect, superintendent and project manager. Daily responsibilities included submittal review, RFI's, schedule control and project coordination.

BILL HARBERT INTERNATIONAL | 1995-1996 | PROJECT ENGINEER

Responsible for assisting the project manager during pre-construction and construction phases. Main duties included coordination of subcontractors, architect, superintendent and project manager. Daily responsibilities included submittal review, RFI's, schedule control and project coordination.

HENSEL PHELPS CONSTRUCTION COMPANY | 1994-1995 | FIELD ENGINEER

Responsible for project layout and dimensional accuracy; interpretation of plans and specifications; communicating and establishing control lines for crafts and subcontractors; job-wide safety; producing detailed concrete form drawings for field use; and tracking and reporting daily job production.

EDUCATION

University of Florida | 1994 | Bachelors of Science in Building Construction

CERTIFICATIONS

Certified General Contractor | CGC062234

MEMBER

Chairman of Courtlea Oaks Home Owners Association Architectural Review Board
Chairman of Courtlea Oaks Home Owners Association Fines Appellate Committee

References and detailed construction management project list available upon request.



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

P: 407.656.4111

Rec'd 9-22-14 www.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: September 10, 2014 VERIFIED INTEREST ON: OS
LAST NAME: Sikes FIRST: Ronald MIDDLE: Wilbur
HOME ADDRESS: 342 Sunset Oaks Road, Winter Garden, FL 34787
OFFICE ADDRESS: 310 South Dillard St., Ste. 120, Winter Garden, FL 34787
HOME PHONE: _____ CELL PHONE: 407-230-9952 WORK PHONE: 407-877-7115
EMAIL: rsikes@rsikes.com FAX #: 407-877-6970
CURRENT EMPLOYER: Ronald W. Sikes, Attorneys, PLLC LENGTH: 10+ years
POSITION: Attorney
EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: Political Science
ADVANCED COLLEGE DEGREE IN: Law OTHER: _____

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

Past service on City of Winter Garden CRAAB, City of Titusville Board of Adjustments and Appeals and representation of clients in various zoning issues. Former Assistant City Attorney, City of Debar

COMMUNITY INVOLVEMENT: Winter Garden Heritage Foundation, Rotary Club of Winter Garden, First Baptist Church of Winter Garden
INTERESTS/ACTIVITIES: Music, Water Sports

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To promote the excellent quality of life we have in Winter Garden.

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

Rotary Club of Winter Garden - 2007 - present; Winter Garden Heritage Foundation, 2006 - present

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 2007
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? Yes No IF YES, PLEASE STATE NAME OF BOARD:

CRAAB

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

City of Titusville, Board of Adjustments and Appeals

REFERENCES:

John Rees, Kay Cappleman, Ward Britt

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10



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DATE: August 21, 2014 VERIFIED INTEREST ON: P&Z, CRA

LAST NAME: HAWTHORNE FIRST: JAMES MIDDLE: WILLIAM
 HOME ADDRESS: 28 W DIVISION ST WINTER GARDEN, FL. 34787
 OFFICE ADDRESS: 225 E ROBINSON ST. ORLANDO, FL. 32801
 HOME PHONE: N/A CELL PHONE: 407-468-5468 WORK PHONE: _____
 EMAIL: WILL.HAWTHORNE@CH2M.COM FAX #: _____
 CURRENT EMPLOYER: CH2M HILL, INC. LENGTH: 1+ YEARS
 POSITION: PROJECT ENGINEER
 EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: BS CIVIL ENGINEERING
 ADVANCED COLLEGE DEGREE IN: _____ OTHER: PROFESSIONAL ENGINEER 74001

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

State of Florida Licensed Professional Engineer. 5+ years preparing/engineering PUD plans, PSP, subdivision plans and other land development activities. Roadway engineering Project Management, 7+ years civil engineering experience.

COMMUNITY INVOLVEMENT: Previous involvements include Winter Garden Rotary Club - Board Member 2010-12, BPOE (ELKS)
 INTERESTS/ACTIVITIES: Volunteering at community events, staying involved in local issues, enjoying city amenities, fundraising
 WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Want to use my past/current experience to serve give back to the community

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP:
Florida Board of Prof. Engineers - Current, WG Rotary Board Member - 2010-2012, Good Homes Rd COA Board 2009-10

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 2008
 ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? District 1
 ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? Yes No IF YES, PLEASE STATE NAME OF BOARD: _____

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

REFERENCES:
Bob Buchanan, City Commissioner; Kent Makin - City Commissioner; Jimmy Dunn - P&Z Board

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



Rec'd. 1-25-10

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

CITY OF WINTER GARDEN BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. FEEL FREE TO ATTACH A RESUME. 9-11-14

DATE: JANUARY 19, 2010 VERIFIED INTEREST ON: _____

LAST NAME: PATTON FIRST: DONALD (DON) MIDDLE: B

HOME ADDRESS: 707 BRANDY OAKS LOOP, WINTER GARDEN, FL 34787

OFFICE ADDRESS: 1675 BUENA VISTA DRIVE, SUN TRUST SUITE 305, LAKE BUENA VISTA, FL 32830

HOME PHONE: 407-489-2243 WORK PHONE: 407-828-1836 FAX: _____

CURRENT EMPLOYER: WALT DISNEY PARKS & RESORTS LENGTH: 12 YEARS

POSITION: _____

EDUCATION: BA, Mathematics, Indiana University, 1988 HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: _____

ADVANCED COLLEGE DEGREE IN: _____ OTHER: Post-Baccalaureate Certificate in Professional

Accountancy (University of Southern Indiana), CPA (Indiana - Inactive)

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

Five years in public accounting provided a variety of work environment experiences. I also have a variety of community involvement experiences, as listed.

COMMUNITY INVOLVEMENT: Volunteer: Special Olympics, Habitat for Humanity, Horses for Riders with Disabilities, Fellowship of Christian Athletes Team Endurance

INTERESTS/ACTIVITIES: Inline Skating, Cycling, Running, Instrumental Music, Inactive CPA (Indiana)

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I want to contribute to my community with my service in government.

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

Central Florida Compensation & Benefits Association, World at Work (Professional Compensation & Benefits Organization), Lake County Bicycle Alliance, Central Florida Trail Bladers & Bikers, Fellowship of Christian Athletes Team Endurance

ARE YOU A RESIDENT OF WINTER GARDEN? Yes IF YES, CONTINUOUS RESIDENT SINCE? APRIL 2009

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes WHICH CITY DISTRICT? 2

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

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

REFERENCES: Janet Burnley, Director of Compensation, Walt Disney Parks & Resorts, 407-828-2488;

Mark Schafer, Director of Human Resources Finance, Walt Disney Parks & Resorts, 407-828-7119

REFERENCES: _____

WHICH BOARD(S) ARE YOU INTERESTED?

_____ *CODE ENFORCEMENT BOARD

1 *PLANNING & ZONING BOARD

2 *COMMUNITY REDEVELOPMENT AGENCY OR ADVISORY BOARD

_____ *GENERAL EMPLOYEES PENSION BOARD

_____ *FIRE/POLICE PENSION BOARD

_____ STATE ROAD 50 COMMERCIAL CORRIDOR REVIEW BOARD (SUNSETS 4/24/2010)

_____ *ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD

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

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



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
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WINTER GARDEN, FL 34787

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Rec'd. 7-29-2014

BOARD APPOINTMENT INTEREST FORM

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

FEEL FREE TO ATTACH A RESUME.

DATE: 7-29-14 VERIFIED INTEREST ON: _____

LAST NAME: SPIGENER FIRST: GEORGE MIDDLE: C

HOME ADDRESS: 1422 Union Club Dr. Winter Garden, FL 34787

OFFICE ADDRESS: 164 S. main Winter Garden

HOME PHONE: N/A CELL PHONE: 407 925-7098 WORK PHONE: same

EMAIL: gspigener@aol.com FAX #: N/A

CURRENT EMPLOYER: Green River Group LENGTH: 15 yr

POSITION: Real Estate Broker

EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Alabama

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

COMMUNITY INVOLVEMENT: involved in Winter Garden and development time
Winter Garden Rotary, Art 5030

INTERESTS/ACTIVITIES: tennis, family

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? interest in long term Winter Garden

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

Winter Garden Rotary - joined 14 years ago SOBO 14R

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? April - excluding 10 years

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO WHICH CITY DISTRICT? Not sure 2

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

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

YMCA, Rotary

REFERENCES:

Water Toole and Dr. Bob Foster and Larry Grimes

WHICH BOARD(S) ARE YOU INTERESTED?

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

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THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

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Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. 9-11-14
FEEL FREE TO ATTACH A RESUME.

DATE: April 18, 2013
VERIFIED INTEREST ON:
LAST NAME: Montgomery FIRST: Gerard MIDDLE: Vincent
HOME ADDRESS: 2045 Black Lake Blvd
OFFICE ADDRESS: 2045 Black Lake Blvd
HOME PHONE: 407-567-8688 CELL PHONE: 407-567-8688 WORK PHONE:
EMAIL: Gerard.Montgomery@yahoo.com FAX #: 407-315-0226
CURRENT EMPLOYER: Southeast Protection Service Inc LENGTH: 4 yrs
POSITION: President / owner
EDUCATION: HIGH SCHOOL GRADUATE [] YES [] NO UNDERGRADUATE COLLEGE DEGREE IN: Business Management
ADVANCED COLLEGE DEGREE IN: OTHER:

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Business owner - Security / Licensed FL NC ISC PRIVATE INVESTIGATION - 30 yrs exper ups District
Attended Winter Garden Citizen Police class Security Manager
COMMUNITY INVOLVEMENT: N/A
INTERESTS/ACTIVITIES: BIKING / RENTING / BUSINESS OWNER
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? more involved in City Government / City Improvement
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.

N/A

ARE YOU A RESIDENT OF WINTER GARDEN? [X] YES [] NO IF YES, CONTINUOUS RESIDENT SINCE?
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? [X] YES [] NO WHICH CITY DISTRICT? 4
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? [] YES [X] NO IF YES, PLEASE STATE NAME OF BOARD:

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? [X] YES [] NO IF YES, PLEASE STATE NAME OF BOARD:
North Carolina Rural Electric Authority - Board member

REFERENCES:
Michelle Tatum - 407-825-7111 / James Buck - 336-669-1574 / Vanessa Perrett - 843-424-0178

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



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WINTER GARDEN, FL 34787

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Rec'd 4-22-13

9-11-14

BOARD APPOINTMENT INTEREST FORM

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

DATE: April 19, 2013 VERIFIED INTEREST ON: _____

LAST NAME: Haddock FIRST: Henry MIDDLE: D.

HOME ADDRESS: 14158 Hampshire Bay Circle

OFFICE ADDRESS: P.O. Box 783305

HOME PHONE: 407-654-6237 CELL PHONE: 407-443-1116 WORK PHONE: 407-443-1116

EMAIL: henry@crenav.com FAX #: _____

CURRENT EMPLOYER: CRE Solutions & Analytics, LLC LENGTH: 2012

POSITION: President

EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: Business Administration: Finance

ADVANCED COLLEGE DEGREE IN: Partial completion of MBA OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
After a 30 year career in banking and commercial real estate, I am now self-employed. Through my Company (www.crenav.com) I provide Litigation Support Services, Mortgage Debt Advisory, Consulting and Real Estate Brokerage services to my client base. My website includes my CV which lists all qualifications for your consideration of an advisory board appointment.

COMMUNITY INVOLVEMENT: Church. My wife is active with the Winter Garden Theatre.

INTERESTS/ACTIVITIES: Golf, boating

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? After a long banking career, I now have both the qualifications, the time and no (e)

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

See my website and CV at: www.crenav.com

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 2003

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? Winter Garden - 4

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

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

REFERENCES:
Mr. Robert L. Mellen, III (former Director Dr. Phillips Charities), Jules Cohen, Esq. (Akerman Senterfitt), Steve McCraney (McCraney Property Company), David Mann (SunTrust Bank Regional President)

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

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Rec'd. 7-11-13

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. *9-11-14*
 FEEL FREE TO ATTACH A RESUME.

DATE: 11 July 2013 VERIFIED INTEREST ON: _____

LAST NAME: KASSANDER FIRST: DAVID MIDDLE: _____

HOME ADDRESS: 15155 OVATION DRIVE, Winter Garden, FL 34787-5555

OFFICE ADDRESS: same

HOME PHONE: 407-347-5644 CELL PHONE: 407-900-3283 WORK PHONE: _____

EMAIL: kassander.wintergarden@gmail.com FAX #: _____

CURRENT EMPLOYER: The MITRE Corporation LENGTH: 16 Years

POSITION: Systems Engineer

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

ADVANCED COLLEGE DEGREE IN: Information Systems Management OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
 8+ years as City Council Member in Creve Coeur, MO, P&Z participation including Land Use Plan development, Urban Land Institute conferences/courses, High interest in City Planning/management. City size responsibilities in Military. Public Service for over 35 years with Engineering, National Government, HOA, and City legislative experience.

COMMUNITY INVOLVEMENT: City Council Member, HOA Member

INTERESTS/ACTIVITIES: City management/planning; public service; technology

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To assist harmonious residential and business friendly environment development

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

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 2010

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? Fourth

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

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? Yes No IF YES, PLEASE STATE NAME OF BOARD:
City of Creve Coeur Missouri City Council

REFERENCES:
Previous City Manager, Staff and Council Members and local resident details available on request

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
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WINTER GARDEN, FL 34787

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BOARD APPOINTMENT INTEREST FORM

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DATE: 05/15/2013

VERIFIED INTEREST ON: May 2014
05/15/2013

LAST NAME: Matin FIRST: Matthew MIDDLE: James
 HOME ADDRESS: 2143 Oakington Street, Winter Garden, FL 34787
 OFFICE ADDRESS: 121 South Orange Avenue, Suite 1200, Orlando, FL 32801
 HOME PHONE: N/A CELL PHONE: 321-948-5857 WORK PHONE: 407-487-0061 x130
 EMAIL: matt.matin@gmail.com FAX #: 407-487-0058
 CURRENT EMPLOYER: Renaissance Planning Group LENGTH: 6 mos.
 POSITION: Senior Transportation Planner
 EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: Urban Studies (University of Tennessee)
 ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
I am urban planner specializing in transportation, but have experience in all facets of the planning process. I feel that I would bring a good perspective and a passion to help the City of Winter Garden and its residents continue down the path of success that I have observed over the past 10 years living here.

COMMUNITY INVOLVEMENT: _____

INTERESTS/ACTIVITIES: _____

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To help Winter Garden continue down the path of excellence.

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

American Planning Association (Hold AICP license), Florida Planning & Zoning Association (FPZA)

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 2002

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 4

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

Stoneybrook West Community Development District (CDD) - Vice-Chair, FPZA Central Florida Chapter - Executive Board Member

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

Stoneybrook West CDD Board of Supervisors

REFERENCES:

WHICH BOARD(S) ARE YOU INTERESTED?

- *CODE ENFORCEMENT BOARD
- *PLANNING & ZONING BOARD
- *COMMUNITY REDEVELOPMENT AGENCY
- *COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE / OWN / OPERATE A BUSINESS / OTHER
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- *FIRE/POLICE PENSION BOARD
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THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

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Rec'd. 7-21-11

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BOARD APPOINTMENT INTEREST FORM

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DATE: 7/18/2011

VERIFIED INTEREST ON: _____

LAST NAME: Dotson FIRST: Ryan MIDDLE: Matthew

HOME ADDRESS: 1166 Priory Circle, Winter Garden, FL 34787-5568

OFFICE ADDRESS: 4900 North World Drive, Lake Buena Vista, FL 32830

HOME PHONE: 407-347-8673 CELL PHONE: 407-257-1168 WORK PHONE: 407-824-3873

EMAIL: dotson.ryan@gmail.com FAX #: _____

CURRENT EMPLOYER: Walt Disney Parks & Resorts LENGTH: 5 years

POSITION: Resort Guest Service Manager

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

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

I have a great interest in history and city planning. As a resort manager, I am accustomed to handling complex situations which require compromise and creative solutions.

COMMUNITY INVOLVEMENT: _____

INTERESTS/ACTIVITIES: _____

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I love living in Winter Garden and want to become more involved.

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

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? February 2009

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 4

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

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

REFERENCES: _____

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kathy Golden, City Clerk

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

Subject: Expiring terms of two board members (Morabito and Halluska) on the Police and Fire Employees Pension Board

Issue: Current board member, Erik Halluska, has indicated his willingness to be reappointed to serve another 2-year term as indicated in the attached letter from the plan administrator. Joe Morabito, as of the time of this memo, is deciding.

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



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

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



VIA EMAIL

October 13, 2014

Ms. Kathy Golden
City Clerk – City of Winter Garden

Re: City Commission Trustee Re-appointment

Dear Kathy:

The Commission Appointed trustee position currently held by Mr. Erik Halluska will expire at the end of November. Mr. Halluska has expressed his desire to serve another term which, if successfully re-appointed, will not expire until November 30, 2016.

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

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

Sincerely,

/Susy Pita/

Susy Pita
Plan Administrator

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



Still interested as of 3-26-12
No response 5-20-14 1-10-13 9-19-14
CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

Rec'd. 4-19-10

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

**CITY OF WINTER GARDEN
BOARD APPOINTMENT INTEREST FORM**

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

DATE: APRIL 16, 2010 VERIFIED INTEREST ON: _____

LAST NAME: LIPPOLD FIRST: NEAL MIDDLE: W
HOME ADDRESS: 525 S. HIGHLAND AVENUE, WINTER GARDEN, FL 34787
OFFICE ADDRESS: _____
HOME PHONE: 407-347-8300 WORK PHONE: _____ FAX: 407-347-8300
CURRENT EMPLOYER: RETIRED - WAUBONSEE COMMUNITY COLLEGE, SUGAR GROVE, IL LENGTH: 31 YEARS
POSITION: PROFESSOR EMERITUS OF CRIMINAL JUSTICE
EDUCATION: AURORA EAST HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: CRIMINAL JUSTICE/SOCIOLOGY
ADVANCED COLLEGE DEGREE IN: CRIMINAL JUSTICE OTHER: ALL BUT DISSERTATION FOR EDUCATIONAL DOCTORATE IN CURRICULUM AND INSTRUCTION

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

COMMUNITY INVOLVEMENT: Instructor with AARP Driver Safety Program, past member of the Volusia County COP program.

INTERESTS/ACTIVITIES: Sports, reading, gardening

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

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

ARE YOU A RESIDENT OF WINTER GARDEN? Yes IF YES, CONTINUOUS RESIDENT SINCE? 2008
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes WHICH CITY DISTRICT? 3
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? NO IF YES, PLEASE STATE NAME OF BOARD: _____

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? Yes IF YES, PLEASE STATE NAME OF BOARD: POLICE COMMITTEE AS CHIEF OF POLICE, I SERVED ON THE POLICE COMMITTEE FOR THE VILLAGE OF SUGAR GROVE, ILLINOIS FROM 1980 THRU 1986.

REFERENCES: SUPPLIED ON DEMAND

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

NEAL W. LIPPOLD

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

EDUCATION

NORTHERN ILLINOIS UNIVERSITY

Curriculum and Instruction, January, 1992-2002

All course work completed for EdD, except dissertation.

CHICAGO STATE UNIVERSITY

Masters Degree ■ Corrections, May, 1978

AURORA UNIVERSITY

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

WAUBONSEE COMMUNITY COLLEGE

Associate in General Studies Degree, June, 1972

WORK EXPERIENCE

ACADEMIC

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

Taught all criminal justice courses; promoted the criminal justice program via advertising, flyers, advisory councils and visits to criminal justice agencies. Responsible for budget preparation; preparing semester class schedule; degree and certificate programs; catalog changes; ordering equipment; developing departmental policy and procedures, and hiring of adjunct faculty.

Program Development/Curriculum Design

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

Distance Learning

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

Dual credit course offerings

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

Driver Safety:

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

Extracurricular Activities:

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

Center for Teaching, Learning and Technology

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

Presenter--State Level

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

Research - Classroom Usage

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

ADMINISTRATIVE/PRACTICAL

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

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

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

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

KNOWLEDGE, ABILITIES, AND SKILLS

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

COLLEGIATE ACTIVITIES

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

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

PROFESSIONAL AFFILIATIONS

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

COMMUNITY ACTIVITIES

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

HONORS

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

References sent under separate cover



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. 9-11-14
FEEL FREE TO ATTACH A RESUME.

DATE: April 18, 2013 VERIFIED INTEREST ON: _____
LAST NAME: Montgomery FIRST: Gerard MIDDLE: Vincent
HOME ADDRESS: 2045 Black Lake Blvd
OFFICE ADDRESS: 2045 Black Lake Blvd
HOME PHONE: 407-567-8688 CELL PHONE: 407-567-8688 WORK PHONE: _____
EMAIL: Gerard_Montgomery@yahoo.com FAX #: 407-315-0026
CURRENT EMPLOYER: Southern Protection Service Inc LENGTH: 4 yrs
POSITION: President / Owner
EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Business Management
ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Business owner - Security / Licensed FL/NC/SC PRIVATE INVESTIGATION - 30 yrs exper ups District
Attended Winter Garden Citizen Police class Security Manager

COMMUNITY INVOLVEMENT: N/A
INTERESTS/ACTIVITIES: Biking / Reading / Business owner
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? more involved in City Government / City Improvement

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

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? _____
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO WHICH CITY DISTRICT? 4
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? YES NO IF YES, PLEASE STATE NAME OF BOARD: _____

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? YES NO IF YES, PLEASE STATE NAME OF BOARD:
North Carolina Rural Electric Authority - Board member

REFERENCES:
Michelle Tatum - 407-825-7111 / James Buck - 336-669-1574 / Vanessa Perren - 843-424-0178

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



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

P: 407.656.4111

Rec'd 6-13-2013 WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

FEEL FREE TO ATTACH A RESUME.

5-20-2014

DATE: 06/11/2013 VERIFIED INTEREST ON: _____

LAST NAME: VASQUEZ FIRST: MARVIN MIDDLE: EARLYN

HOME ADDRESS: 13513 TENBURY WELLS WAY WINTER GARDEN, FL 34787

OFFICE ADDRESS: 1201 BLACK LAKE BLVD, WINTER GARDEN, FL 34787

HOME PHONE: 407-347-5415 CELL PHONE: 407-340-2204 WORK PHONE: 407-654-1501

EMAIL: Esperes39@aol.com FAX #: 407-654-1300

CURRENT EMPLOYER: PREMIER SECURITY SERVICES WORLDWIDE LENGTH: 6 1/2 yrs

POSITION: PRESIDENT

EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Security Management

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT
2 yrs as a member of the WFLA POLICE DEPT. Security Consultant, Chief Executive Officer for Security firm.

COMMUNITY INVOLVEMENT: Toys for Tots

INTERESTS/ACTIVITIES: Baseball, Reading, Bowling, Music

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? considered a very important board, enjoy serving

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
NYS Fraternal Order of Police since 1993, ASIS - since 2008

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? 7/2007

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

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

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

REFERENCES:

NORMAN REID - 407-804-5300 Randy Miller - 407-473-0032
BOUGHT VAUGHN - 407-701-5404 CARLOS BARRERA - 407-405-4481

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Michael Bollhoefer, City Manager

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

Subject: For discussion and consideration, a draft of an Ordinance creating zoning for medical marijuana for the production and distribution of medical marijuana.

Issue: With the recent approval of the Charlotte's Web marijuana for medical use and the possibility of the state legalizing medical marijuana production and use, several jurisdictions have passed ordinances regulating the location of such facilities. This ordinance would limit these facilities to industrial areas with a special exception and establish standards for the operation of these facilities.

Recommended action: Review and discuss the draft ordinance.

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE LIST OF ALLOWABLE SPECIAL EXCEPTIONS IN THE I-1 AND I-2 ZONES TO INCLUDE MEDICAL MARIJUANA TREATMENT CENTERS; CREATING ARTICLE VII, CHAPTER 22 REGULATING MEDICAL MARIJUANA TREATMENT CENTERS AND THEIR LOCATION AND PROHIBITING CERTAIN CONDUCT ON THE PREMISES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the State of Florida either will vote or have voted on an amendment to the Florida Constitution legalizing medical marijuana, which Amendment is to be included or was included on the November 4, 2014 ballot (hereinafter the “Amendment”); and

WHEREAS, this Ordinance is adopted either in anticipation of the adoption of the Amendment or after the Amendment has passed, and the public readings for the Ordinance may occur either before or after such adoption; and

WHEREAS, the City Commission has considered the potential effects that could result from unregulated medical marijuana treatment centers, and finds it necessary, in promoting the health, safety, and general welfare of the citizens of the City of Winter Garden, to make the following amendments to the Winter Garden Code of Ordinances (hereinafter the “Code”) regulating the location of medical marijuana treatment centers, prescribing standards for the operation of such, and prohibiting certain conduct on the premises.

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

SECTION I. This Ordinance shall take effect on its effective date only if the Amendment is adopted by the residents of Florida.

SECTION II. There is hereby created and added to CHAPTER 22 - BUSINESSES of the Code the following Article and Sections:

ARTICLE VII. - MEDICAL MARIJUANA TREATMENT CENTERS

Sec. 22-161. - Definitions.

The following words, terms, and phrases, when used in this Chapter, in Chapter 118, and elsewhere in this Code, shall have the meanings ascribed to them as follows, except where the context clearly indicates a different meaning:

Marijuana has the meaning given cannabis in Section 893.02(3), Florida Statutes, as may be amended.

Medical Marijuana Treatment Center has the meaning ascribed in the Florida Constitution and means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the Department.

Sec. 22-162. - Permitted Zoning Districts.

Medical marijuana treatment centers shall be allowed in accordance with this Article only as a special exception within the I-1 and I-2 zoning districts as provided in Sec. 118-729 and Sec. 118-774, respectively, of this Code, upon application for a special exception and fulfillment of all requirements for obtaining such provided in Chapter 118, Division 3 and elsewhere in this Code. To the extent that this Article conflicts with state or federal law, such law shall control.

Sec. 22-163. - Distance Requirements.

- (a) Distance requirements. No medical marijuana treatment center shall be located within one thousand five hundred (1,500) feet of another medical marijuana treatment center, any school, public or private, as defined in Sections 1002.01 and 1003.01, Florida Statutes, as may be amended; licensed day care center; religious institution; City park or recreation facility; residentially zoned property; establishment that serves, sells, or distributes alcoholic beverage for consumption on or off premises; or medical clinic or specialty hospital treating persons for substance abuse. Any new use described in this sub-paragraph (a) other than a medical marijuana treatment center shall be allowed within one thousand five hundred (1,500) feet of a pre-existing medical marijuana treatment center provided that the owner of the premises for the new use executes and delivers to the City a written acknowledgement of the proximity of such premises to the medical marijuana treatment center.
- (b) Measuring distance. The distance requirements of this Section shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the medical marijuana treatment center to the main entrance of the applicable establishment.
- (c) Pre-existing establishments. A medical marijuana treatment center already in existence shall not be rendered in violation of this section by the subsequent opening or operation of an establishment listed in sub-paragraph (a) above that would otherwise violate the distance requirements of this Section, but this sub-paragraph (c) shall not apply if such pre-existing medical marijuana treatment center ceases operation for a period of one (1) year.

Sec. 22-164. – Conduct On Premises

- (a) No consumption on premises. No marijuana or product derived from marijuana or containing the active components of marijuana shall be ingested, smoked, or in any way consumed by an individual on the premises of a medical marijuana treatment center.
- (b) No loitering. A medical marijuana treatment center shall provide adequate seating for its customers and invitees and shall not permit customers and invitees to loiter, gather, stand, or sit (including in a parked car), outside the building where the medical marijuana treatment center operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties, for any period of time longer than that reasonably required to arrive, carry out the allowed commercial or business activities, and depart. The medical marijuana treatment center shall post conspicuous signs on at least three sides of the building that no loitering is allowed on the property.
- (c) Hours of operation. Medical marijuana treatment centers may only be open to the public between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m. on Saturday and Sunday.
- (d) No drive-through or delivery service. No drive-through or delivery service for the provision of any product or service by, through, or on behalf of medical marijuana treatment centers shall be allowed. All transactions involving customers of medical marijuana treatment centers shall take place within the medical marijuana treatment center.
- (e) No Alcoholic beverage consumption. Consumption of alcoholic beverages is prohibited on the premises of medical marijuana treatment centers.
- (f) Marijuana cultivation. No growing, cultivation, creation, or processing of marijuana or marijuana-related products shall take place on the premises of any medical marijuana treatment center except within an enclosed building, and such growing, cultivation, creation, or processing shall not be visible from the building's exterior.
- (g) Signage. In addition to the requirements for signs described in Section 102-161 and any other relevant provisions of this Code, medical marijuana treatment centers shall not erect, construct, keep or maintain any sign that contains any flashing lights, photographs, silhouettes, drawings, or pictorial representations of any manner, except for the logo of the establishment. Each letter forming a word on a sign shall be of a solid color, and each such letter shall be the same print type, size, and color, except any word which is normally capitalized may use a capital letter at the beginning of the word. The background behind such lettering on the display surface shall be of a uniform, solid color. Changeable copy and pole signs are prohibited.
- (h) Building color. No medical marijuana treatment center shall allow any of the exterior walls of the establishment, excluding signs, to be any other than a single color. The teim color shall not exceed twenty (20) percent of the entire exterior surface of the building.
- (i) Personal advertising. No worker, employee, or agent of any medical marijuana treatment center while situated outside any structure at the medical marijuana treatment center or at a

place at the medical marijuana treatment center where such person is visible from any public right-of-way or sidewalk, may display or engage in advertising, whether passive or otherwise, for or related to the medical marijuana treatment center. Such advertising includes encouraging or enticing, by whatever direct or indirect means, existing or potential customers beyond the medical marijuana treatment center to enter the medical marijuana treatment center. Additionally, no external door of a building on the medical marijuana treatment center premises shall be opened or remain open except to allow a person to enter and exit the establishment.

- (j) Security. Medical marijuana treatment centers shall incorporate safety measures to protect their property, workers, employees, agents, patrons, and invitees at all times, which measures shall include at a minimum the installation of a security system or security personnel.
- (k) Compliance with other laws. Medical marijuana treatment centers shall at all times comply with all state, federal, and local laws, rules, and regulations applicable thereto. This Article shall be construed to permit conduct relating to medical marijuana only to the extent that such conduct is authorized by state or federal law.

SECTION III. SECTION 118-729. Special exceptions, is hereby amended to reflect the following changes (~~struck out text~~ indicates deletions while underlined text indicates additions):

Sec. 118-729. - Special exceptions.

In the I-1 light industrial and warehousing district, the uses permitted as special exceptions pursuant to section 118-97 are as follows:

- (1) Freight handling and transportation terminals.
- (2) Planned industrial developments including office and business parks.
- (3) Commercial uses which are deemed compatible with the principal uses in this zone.
- (4) Body establishments.
- (5) Medical marijuana treatment centers as defined and provided for in Chapter 22, Article VII of this Code.

SECTION IV. SECTION 118-774. Special exceptions, is hereby amended to reflect the following changes (~~struck out text~~ indicates deletions while underlined text indicates additions):

Sec. 118-774. - Special exceptions.

In the I-2 general industrial district, the uses permitted as special exceptions pursuant to section 118-97 are as follows:

- (1) Concrete, block, and asphalt plants including batch plants.
- (2) Bulk storage of chemical or petrochemical products.
- (3) Any structure higher than 40 feet.
- (4) Any outside display or storage. Any outside display or storage area shall have an opaque screen on all sides in order to avoid any deleterious impact on adjacent property.
- (5) Bulk storage of compressed gases or cryogenic materials.
- (6) Body art establishments.
- (7) Medical marijuana treatment centers as defined and provided for in Chapter 22, Article VII of this Code.

SECTION V: INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION VI: SEVERABILITY. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION VII: CODIFICATION. Sections II, III, and IV of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances, and may be renumbered or relettered, to accomplish such intention. The word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word.

SECTION VIII: This Ordinance shall become effective upon approval by the City Commission at its second reading.

FIRST READING AND PUBLIC HEARING: _____, 2014.

SECOND READING AND PUBLIC HEARING: _____, 2014.

APPROVED:

John Rees, Mayor/Commissioner

ATTESTED:

Kathy Golden, City Clerk

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