



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

REGULAR MEETING

November 13, 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 23, 2014

2. **OATH OF OFFICE AND INTRODUCTION OF NEW POLICE OFFICER** – Police Chief Brennan

3. **FIRST READING OF PROPOSED ORDINANCE**

A. **Ordinance 14-42**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-189, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 11, 2014** – City Manager Bollhoefer

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

A. **Ordinance 15-01**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

B. **Ordinance 15-02**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY PLANNED DEVELOPMENT – LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

C. **Ordinance 15-03**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY A-2 FARMLAND RURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled after review by the state** - Community Development Director Williams

5. **SECOND 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 - Community Development Director Williams

6. **REGULAR BUSINESS**

- A. Recommendation to approve the Final Plat for Hickory Hammock Phase 1D - Community Development Director Williams
- B. Recommendation to approve proposed site plan for 591 Susan B. Britt Court owned by Tierra, Inc. - Community Development Director Williams
- C. Recommendation to authorize the City Manager to sign a purchase agreement for the acquisition of 15,461 square feet (45.95 x 336.47) from parcel 26-22-27-9147-00-010 adjacent to the City water storage tank on Daniels Road for \$20,000.00 - Community Development Director Williams
- D. Recommendation to approve entering into a Termination for Convenience Agreement with Morris and Associates and award \$7,447.04 for costs incurred on the 9th Street Sewer Replacement Project – Assistant City Manager of Public Services Cochran
- E. Recommendation to award contract to DeWitt Excavating, Inc. for 9th Street Sewer Replacement Project at a reduced bid amount not to exceed \$1,136,561.13 that includes a 15 percent contingency – Assistant City Manager of Public Services Cochran
- F. Recommendation to approve purchasing one 2015 Elgin Mechanical Street Sweeper under the State’s contract, at an amount not to exceed \$239,717.00, as approved in this year’s budget - Assistant City Manager of Public Services Cochran
- G. Recommendation to approve bids and award contract for SunRidge Boulevard Widening Project to DeWitt Excavating, Inc. in the amount of \$734,346.29 that includes a 10 percent contingency - Assistant City Manager of Public Services Cochran
- H. Appointment to the Planning and Zoning Board for expiring term of Millard (Mac) McKinney for a three year term ending October 2017 (*continued from 10/23/2014*) – Assistant City Clerk Grimmage

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

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

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

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

- A. Discussion on the number of members on the Planning and Zoning Board and staggered terms

ADJOURN to a Regular Meeting on December 11, 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 23, 2014

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

Present: Mayor John Rees, Commissioners Bob Buchanan, Robert Olszewski and Colin Sharman

Absent: Commissioner Kent Makin

Also Present: City Manager Mike Bollhoefer, Assistant City Attorney Dan Langley, Assistant City Clerk Angee Grimmage, Assistant City Manager - Public Services Don Cochran, Assistant City Manager - Administrative Services Frank Gilbert, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Police Chief George Brennan, Economic Development Director Tanja Gerhartz, Community Development/Code Manager Stephen Pash and Recreation Director Jay Conn

1. **APPROVAL OF MINUTES**

Motion by Commissioner Olszewski to approve regular meeting minutes of October 9, 2014, as submitted. Seconded by Commissioner Sharman and carried unanimously 4-0.

2. **PRESENTATION**

Proclamation 14-09 was read and presented to Ms. Victoria Laney by Mayor Rees declaring November 1 through November 8, 2014 as the "Week of the Family". Ms. Laney thanked the City for their outstanding example.

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

Assistant City Attorney Langley read Ordinance 14-38 by title only. Community Development Manager Pash stated that this property is located at the southeast corner of Main and Smith Street. They are requesting to rezone the property from R-2 to R-NC. The rezoning is consistent with the future land use on the property. The Planning and

Zoning Board has reviewed this item and recommend approval. Staff has also reviewed this item and recommends approval.

Mayor Rees referenced the comment included in the agenda packet that the City is moving Smith Street towards more of an arterial road “because we put the parking garage there.” He expressed that he would continue voicing his disagreement on that issue.

Motion by Commissioner Sharman to approve Ordinance 14-38 with the second reading and public hearing being scheduled for November 13, 2014. Seconded by Commissioner Buchanan.

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

Motion carried 3-1; Mayor Rees opposed.

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
- 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

Assistant City Attorney Langley read Ordinances 14-32 and 14-33 by title only. Community Development Manager Pash stated that this is a future land use and PUD rezoning for the Sessions property. The land use amendment has been reviewed and approved by the State Department of Economic Opportunity. The PUD would allow for 106 single family homes on 65-foot to 85-foot wide lots. The Planning and Zoning Board has reviewed this item and recommended approval, as well as the State, on land use designation. Staff recommends approval of both ordinances.

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

Motion by Commissioner Buchanan to adopt Ordinances 14-32 and 14-33. Seconded by Commissioner Olszewski and carried unanimously 4-0.

- 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

Assistant City Attorney Langley read Ordinance 14-39, 14-40, and 14-41 by title only. Community Development Manager Pash stated that this is a voluntary annexation of a small piece of property on Vineland Road, with a future land use designation to residential neighborhood commercial, and an initial zoning of R-NC. He stated that the request is consistent with the surrounding area, noting that there is some commercial, as well as office development there. Currently it is a single family house, but the R-NC designation will allow them to come back with a special exception if they later choose to put in an office. The Planning and Zoning Board as well as staff recommend approval.

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

Motion by Commissioner Olszewski to adopt Ordinances 14-39, 14-40, and 14-41. Seconded by Commissioner Sharman and carried unanimously 4-0.

5. **PUBLIC HEARING MATTERS**

A. **Consider condemning property located at 865 Klondike Street, Winter Garden, Florida; Owner: Todd S. Wheeler**

Code Enforcement Manager Pash stated that the property located at 865 Klondike Street contains a single family house that caught fire several years back. He noted that due to the condition of this home, Code Enforcement and the Building Official have determined that the home is a dilapidated home that creates a safety hazard to the surrounding area. Staff recommends that it be condemned and demolished. Staff has complied with all notification and advertisement requirements in Chapter 18 of the Code. Staff recommends the City Commission approve condemnation and authorize demolition of the building.

Commissioner Sharman asked if the property owner has contacted the City. Mr. Pash responded no, he has not heard anything on this even with all the proper notifications.

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

Motion by Commissioner Olszewski to approve condemning property located at 865 Klondike Street, Winter Garden, Florida and authorize staff to move forward with the demolition of the building. Seconded by Commissioner Sharman and carried unanimously 4-0.

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 stated that the property located at 249 Center Street contained a family home, which caught fire several years ago. He noted that due to the current condition, Code Enforcement and the Building Official have determined that it is a dilapidated home and creates a safety hazard to the surrounding area. Staff recommends that the City Commission authorize condemnation and demolition of the house. He noted that all notifications and advertisement requirements of Chapter 18 have been met.

Commissioner Sharman asked if there were any responses. Mr. Pash replied that staff did have some conversations with this property owner.

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

Commissioner Olszewski shared that Freddie Anderson contacted him and he met with her on this issue and he addressed her concerns.

Mayor Rees noted that this has been sitting there for several years. He asked if when the City demolishes the building, will the lots also be cleaned up. Mr. Pash responded yes. In the future, the City may have to mow some of these lots as part of Code Enforcement but the area will be kept clean. He shared that staff may also work with Habitat for Humanity or some other organization to redevelop.

Motion by Commissioner Olszewski to approve condemning property located at 249 Center Street, Winter Garden, Florida, and authorize staff to move forward with the demolition of the building. Seconded by Commissioner Sharman and carried unanimously 4-0.

6. **REGULAR BUSINESS**

A. **Recommendation to approve Waterside on John's Lake Phase II Developer's Agreement**

Community Development Manager Pash stated that this is the Developer's Agreement for Waterside on John's Lake Phase II. This agreement outlines the phasing of the development, infrastructure, improvements, and also contains a fair share contribution for the intersection improvements of Williams Road and Marsh Road. Staff recommends approval of this developer's agreement.

Mayor Rees addressed increasing the size of the water lines and sewer lines that if they are done by the City, whether or not the City could charge them interest while waiting for reimbursement. Mr. Pash responded that the developer installs the lines. Mayor Rees asked whether the City pays for upsizing upfront. Mr. Pash replied that the developer does the installation and the City only funds the upsizing cost.

Motion by Commissioner Sharman to approve Waterside on John's Lake Phase II Developer's Agreement. Seconded by Commissioner Buchanan and carried unanimously 4-0.

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 stated that the City was contacted by the City of Ocoee, to assume control of some of their dispatching services. This would switch them from the City of Apopka to the City of Winter Garden. Staff has drafted an interlocal agreement to accomplish this task and approval is recommended for moving forward with the agreement.

Commissioner Sharman asked Police Chief Brennan if he would need to hire more staff or would the City be able to handle their volume. Police Chief Brennan noted that this is why the cost is so high; he will have to hire a lot of people and get them trained. This is why the City cannot start immediately and it will probably be July 1st before the City could add the services.

Mayor Rees noted that there was a chart that addressed percentage of the calls that would have to be answered within a certain timeframe; he asked if there would be any repercussions if these time limits are not met. Police Chief Brennan noted that this is an existing requirement we have to live by and would not make any difference.

Mayor Rees noted that each year there is up to a five percent increase and asked if this would be based on the CPI or PPI. What happens if medical insurance increases, are we locked into that amount. City Manager Bollhoefer responded that the City always uses CPI. He noted that with the length of this contract the assumption is that over the five year period, if there was an issue, it would not be significant. Mr. Bollhoefer stated that staff has looked at the numbers very closely and with the staff increase needed for the growth to the west, this is financially better for the City. He expressed that staff is very confident that this is not going to be a burden for us, but a benefit for the City in the long term.

Commissioner Olszewski noted that the City also handles this service for the Town of Oakland, so we will have our three cities here in West Orange. He asked if the City would have to reconfigure the dispatch center in order to have additional space. Police Chief Brennan responded that the space would be reconfigured to accommodate the additional staff. There are significant additional costs involved such as the purchase of software, but he noted the beauty of it is that Winter Garden, Oakland, and Ocoee would be on the same software system and fully exchange information. He further explained the benefits of being on the same system.

Motion by Commissioner Sharman to approve and authorize the Mayor to execute an Interlocal Agreement for Police Dispatching Services for the City of Ocoee. Seconded by Commissioner Buchanan and carried unanimously 4-0.

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

Motion by Commissioner Buchanan to reappoint Eric Weiss (*District 2*) to the Planning and Zoning Board for a three year term expiring October 2017. Seconded by Commissioner Sharman and carried unanimously 4-0.

Commissioner Olszewski recommended the appointment of Mark DeFuso. He shared that Mr. DeFuso was on the Police and Firefighter's Pension board and resigned due to very serious family health issues.

Motion by Commissioner Olszewski to appoint Mark DeFuso (*District 3*) to the Planning and Zoning Board for a three year term expiring October 2017. Seconded by Commissioner Sharman and carried unanimously 4-0.

Commissioner Sharman recommended appointing David Kassander who attends Planning and Zoning Board meetings as well as City Commission meetings.

Commissioner Sharman also noted that he would like to also consider Matthew Martin but he would wait until after the vote on his first nomination.

Motion by Commissioner Sharman to appoint David Kassander (District 4) to the Planning and Zoning Board for a three year term expiring October 2017. Seconded by Commissioner Olszewski and carried unanimously 4-0.

Mayor Rees also noted that there was one nomination available for District 1 as Mac McKinney has reached his term limit. City Manager Bollhoefer shared that Commissioner Makin called to inform him that he would not be in attendance, but wished to recommend appointing James Hawthorne to the Planning and Zoning Board for District 1. He stated that Commissioner Makin offered Mr. Hawthorne's as a nomination, who he knows, thinks is very experienced, and would be a good candidate.

Commissioner Sharman suggested postponing the last appointment until Commissioner Makin was present; Mayor Rees stated that could be done.

Mayor Rees suggested addressing term limits that came about years ago with the potential of replacing a majority of the Planning and Zoning Board. He thinks the Commission needs to be careful of how many new people are placed on the Planning and Zoning Board at once, because it does take a while to get up to speed. There was discussion on the time a new member would need to become acclimated as a new member on the Planning and Zoning Board.

Mayor Rees noted that the City Commission would wait on the last appointment (District 1) until Commissioner Makin returns.

Commissioner Olszewski shared that he noticed only one member represents District 4 and spoke of the possibility of expanding the number of members on the Planning and Zoning Board from seven to nine. He suggested having two representatives from each district and the ninth member being an at-large selection. He mentioned the Code currently states at least one member from each district. He expressed that this was just his opinion and it does not affect anything voted upon tonight but needs consideration so that we could have better representation for the citizens of Winter Garden. Mayor Rees responded that he too thought of this option when he saw that there was only one represented for District 4. He noted that he also thought that the only way around this issue would be going from seven to nine members.

There was discussion on having staff review possibly enlarging the Planning and Zoning Board and bringing an ordinance to the City Commission. Mayor Rees suggested waiting until the next meeting to see what Commissioner Makin's thoughts were on this issue.

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

Mayor Rees confirmed that both members wished to retain their seats.

Motion by Commissioner Buchanan to reappoint Erik Halluska and Joe Morabito to the Police and Fire Pension Board for a two-year term ending November 2016. Seconded by Commissioner Olszewski and carried unanimously 4-0.

7. MATTERS FROM PUBLIC

Andy Bruns, 3 Palm Drive, Winter Garden, Florida, thanked the Fire Department and medics for their performance at the last Car Show. He expressed that, even with the crowd and congestion in the downtown, our great Fire Department figured out how to respond in a very timely manner. He asked Fire Chief McGrew if he would please thank everyone that was involved.

Mr. Bruns also thanked the Police Department for their efforts in the Toys for Kids drive and noted several bicycles had been received.

8. MATTERS FROM CITY ATTORNEY – There were no items.

9. MATTERS FROM CITY MANAGER

A. Discussion and consideration of a draft ordinance creating a zoning for medical marijuana production and distribution

City Manager Bollhoefer stated that staff has sent the City Commission a draft ordinance that addresses controlling how medical marijuana is implemented because it is on the ballot in the upcoming election. Staff wants to get this in play before the election and he asked that the City Commission read it and contact staff with any questions.

Mayor Rees asked about the 1500 feet. Assistant City Attorney Langley responded a lot of these concepts come from other jurisdictions, including Orange County.

Commissioner Buchanan asked if the City is just copying others or do we actually have options, as opposed to just adopting from someone else. He asked what we are legally allowed to do and can we keep them out of the City altogether. Assistant City Attorney Langley responded that before the implementation of legislation, it is hard to predict what we can do and what the parameters may be. This was an attempt to put something together that would come out in front of any legislation. To the extent that there is any legislation passed, we would have to reassess and make amendments in order to be consistent with the new law. He responded that we could do many different things, but

the attempt here was to limit the location of these medical marijuana treatment centers to industrial districts, and restrict them from certain other uses in the City. Also, implement strict hours of operation and other actively based restrictions such as prohibiting the serving of alcohol on the premises. Other restrictions would also be put in place to be sure that it is conducted in a manner that would mitigate negative impacts to the surrounding areas and the community. This is the first attempt.

City Manager Bollhoefer noted that this can be changed in many different ways. Commissioner Buchanan asked how often it could be changed. Mr. Bollhoefer noted that it could be changed as often as every six months.

This was brought to the City Commission for discussion before the election and it would not be brought back for a first reading.

Commissioner Sharman asked if Commissioner Buchanan's question of limiting this out of Winter Garden completely was an option. Mr. Bollhoefer noted that as a general rule of thumb, if there is a legal use in the State of Florida, to outlaw something within your city is illegal; the courts have not allowed this in the past. You have to provide some way to allow the use within your city.

Assistant City Attorney Langley confirmed Mr. Bollhoefer's statements and noted that if the legislation provides for a legal use, you are allowed to implement location restrictions and activity restrictions to mitigate the impacts to the community. He stated that it would be possible for the legislature, once the constitutional amendment is in place, to preempt the cities or local government from regulating the location of these types of businesses or uses altogether. He expressed that this can't be predicted at this time, but it is possible.

Commissioner Olszewski asked Assistant City Attorney Langley with having this draft ordinance before them in anticipation of Amendment 2, does the City Commission need to take any action based on what the legislature did this year on the Charlotte's Web type medicinal marijuana usage. Mr. Langley responded that if Amendment 2 passes, this draft ordinance would pick up any sort of business that relates to medical marijuana. It would include any type of business that cultivates marijuana, processes, or sells it. He stated this ordinance would touch on those issues. He suggested that without the amendment passing, the City might still want to consider other legislation on that particular issue. As of now, the reason for this draft ordinance is for Amendment 2.

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

City Manager Bollhoefer stated that staff requests permission to give the employees an extra two days off this year; these coincide with Christmas and New Year's. He noted that these days would be December 26, 2014 and January 2, 2015; lengthening their

weekends. He shared that we have great employees that do a great job and it is a very slow time. This would be a great benefit for our employees.

Motion by Commissioner Sharman to approve closing city offices for the holidays December 26, 2014 and January 2, 2015. Seconded by Commissioner Olszewski and carried unanimously 4-0.

Motion by Commissioner Buchanan to cancel the regular City Commission meetings of November 27, 2014 and December 25, 2014. Seconded by Commissioner Olszewski and carried unanimously 4-0.

Sadler Oak Trees on Oakland Avenue

City Manager Bollhoefer advised the City Commission the City needs to take some action in order to prolong the life of these trees. Staff brought in an arborist and will do so again to try to preserve these trees as long as possible. Driving on the road already affects the roots. He offered that staff may have to come back to the City Commission and budget some funds for taking out all of the Spanish moss, which adds additional weight and blocks the sun. We need to do everything possible to preserve these trees. It was noted branches are falling off and staff will have them professionally trimmed. He also stressed that the area may need to be blocked so people cannot drive over the roots.

Commissioner Sharman asked if the City actually needs an arborist or just the people to do the work. Mr. Bollhoefer replied that hiring a professional arborist is needed so they can suggest a deep root fertilizer, ways to protect the roots, and offer advice on periodic trimming. City Manager Bollhoefer added that in the long term, a program will be created that will identify all of our legacy oaks and protect them.

Commissioner Buchanan asked if the City Commission needed to authorize a certain amount of funding. Mr. Bollhoefer responded that funding will be needed at a certain time in the future when the program is created; for now he just wanted to update them in case they got any calls.

10. MATTERS FROM MAYOR AND COMMISSIONERS

Commissioner Olszewski thanked all those involved with the MusicFest; they did a great job.

Commissioner Sharman echoed the MusicFest comment and mentioned that the base layer of the Florida Hospital site has been poured with orange concrete.

City Manager Bollhoefer shared that he distributed to the City Commission a copy of a report from Matrix Consulting Group. The report is on whether our Fire Department could take over EMS services. He asked that the City Commission to review this report. He noted that there was a lot of great information about our Fire Department, how it works, and the

station locations. He indicated that this item will be brought back to the City Commission very shortly for a decision on whether or not to move forward.

The meeting adjourned at 7:15 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

DRAFT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Michael Bollhoefer, City Manager

Date: November 7, 2014

Meeting Date: November 13, 2014

Subject: Ordinance 14-42

Issue: State law requires that we change our Fire and Police Pension Plan to allow investments in foreign securities up to 25%. This ordinance makes that change.

Recommended action: Approve Ordinance 14-42 being scheduled for second reading and public hearing on December 11, 2014.

Attachments: Pension board attorney correspondence
Proposed ordinance
Actuary correspondence

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

September 30, 2014

Mr. Mike Bollhoefer
City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

Re: City of Winter Garden Pension Plan for Firefighters and Police Officers

Dear Mr. Bollhoefer:

As you know, I represent the Board of Trustees of the City of Winter Garden Pension Plan for Firefighters and Police Officers. Enclosed please find a proposed ordinance amending the City of Winter Garden Pension Plan for Firefighters and Police Officers, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 54-189, Finances and Fund Management, to increase the plan's allowable investments in foreign securities to 25%, as required by Chapters 175 and 185, Florida Statutes. No other changes to the investment section are proposed at this time. Failure to approve this required change could result in the loss of our state funding. I have attached a copy of an email from the state confirming this requirement.

➤ By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure
Susy Pita, with enclosure ✓

From: Scott Christiansen [mailto:scott@cdpension.com]

Sent: Tuesday, September 15, 2009 12:35 PM

To: Shoemaker, Trish

Subject: 25% foreign requirement

Trish--

The City Commission in a city where I represent the police officers' pension plan is indicating that they do not wish to change the plan to allow the 25% in foreign securities. I believe that the statutory language is clear that this change is required in order to maintain compliance with chapter 185. Could you e-mail your agreement with this requirement please. Thank you.

Scott Christiansen

Christiansen & Dehner, P. A.

63 Sarasota Center Blvd., Ste 107

Sarasota, Florida 34240

941-377-2200

scott@cdpension.com

Date: 9/15/2009 1:51:59 PM

Subject: RE: 25% foreign requirement

From: "Shoemaker, Trish"

Recipients: ;

Attachments:

1) notice to cities & districts re sb 538 & sb 1806.doc (75 KB) - Microsoft Office Word 97 - 2003 Document

Dear Scott:

Yes, Chapters 175 and 185 establish minimum benefits and standards that are applicable to all plans. The investment parameters that are set forth in ss. 175.071 and 185.06, F. S. are minimum standards that apply to all plans.

Also, attached is a copy of our summary of the legislative changes affecting the Chapters 175 & 185 pension plans. See our comments on page 2, regarding Sections 5 and 11, of Chapter 2009-97, Laws of Florida.

The Board may choose to limit their foreign investment as part of their written investment policy, but the City may not restrict the Board to anything less than the statutory amount of 25% foreign. Of course, with the exception of the 25% foreign investment restriction, the City may expand the investment parameters if they so choose.

Please let me know if you have any questions or if this office can be of assistance.

Sincerely,

Trish

Patricia F. Shoemaker
Benefits Administrator
Municipal Police Officers' and
Firefighters' Retirement Funds
Division of Retirement

E-Mail: trish.shoemaker@dms.myflorida.com

Website: <http://www.myflorida.com/frs/mpf>

Phone Number: 850-414-6320

Fax Number: 850-921-2161

Toll Free Number: 877-738-6737

We Serve Those Who Serve Florida

DISCLAIMER NOTICE:

This email, along with any included attachment(s), is intended for use only by the person(s) or entity to which it is addressed. This message may contain confidential, proprietary, and/or legally privileged information. If you are not the intended recipient of this message, we apologize for any inconvenience this may have caused. You are hereby notified that you are prohibited from printing, copying, storing, disseminating or distributing this communication. If you received this communication in error, please notify the sender by email or by telephone at (850) 488-5540 or toll-free at (866) 738-2366 if Tallahassee is not a local call for you. All record of the communication you received in error (electronic or otherwise) should be destroyed in its entirety. Thank you for your cooperation and assistance in this matter.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-189, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, Section 54-189, Finances and Fund Management, subsection (6)b., is hereby amended to read as follows:

- (6) b. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:
1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.
 2. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
 3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States.

4. Bonds issued by the State of Israel.
5. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:
 - (a) Except as provided in paragraph (b) below, all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
 - (b) Up to ~~ten~~ twenty-five percent of the assets of the fund at market value may be invested in foreign securities.
 - (c) The board shall not invest more than five percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 60 percent of the assets of the fund.
6. Real estate, provided the board shall not invest more than ten percent at cost in real property or real estate. The Board may invest in real estate directly or through an investment vehicle approved by the Board.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Garden, Florida.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this _____ day of _____, 2014.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2014.

APPROVED:

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

KATHY GOLDEN, CITY CLERK

October 24, 2014

Susy Pita, Plan Administrator
21629 Stirling Pass
Leesburg, FL 34748

Re: City of Winter Garden
Pension Plan for Police Officers and Firefighters

Dear Susy:

In response to Scott Christiansen's letter dated September 30, 2014, we have reviewed the proposed ordinance (identified on page 3 as dm\wtg\pf\09-29-14.ord) modifying provisions for allocation of the investment of assets of the fund and have determined that its adoption will have no impact on the assumptions used in determining the funding requirements to the program.

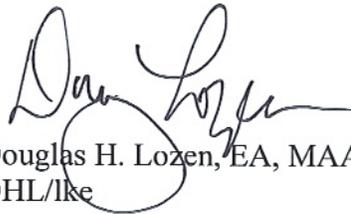
Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



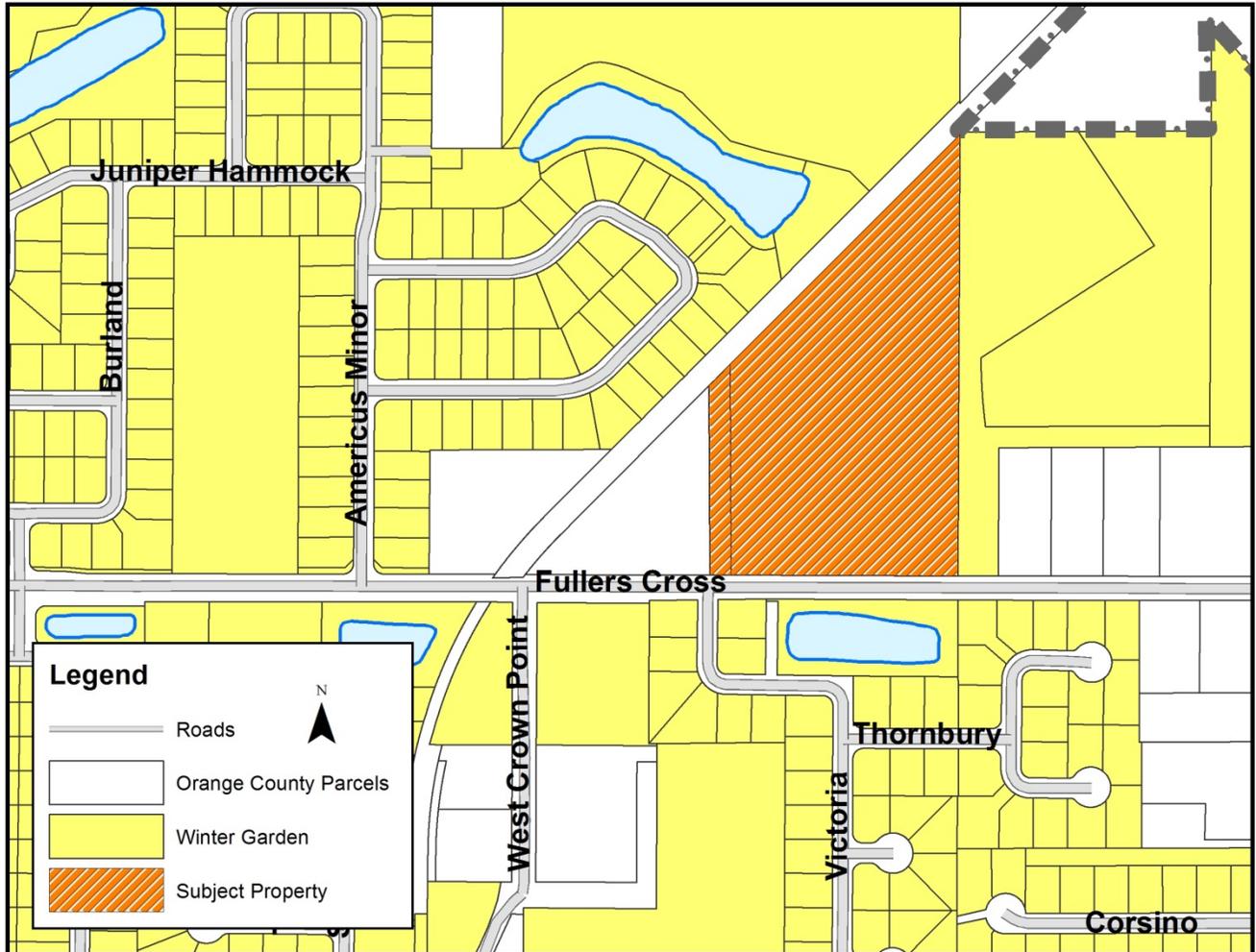
Douglas H. Lozen, EA, MAAA
DHL/lke

cc: Scott R. Christiansen, Board Attorney

LOCATION MAP

1205 E Fullers Cross Road

Annexation, FLU, Zoning



ORDINANCE 15-01

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 11.1 ± acres located at 1205 East Fullers Cross Road on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

SECTION 3: *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in

Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"
LEGAL DESCRIPTION

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

PARCEL A:

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

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

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

PARCEL B:

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

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

ORDINANCE 15-02

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 11.1 ± ACRES LOCATED AT 1205 EAST FULLERS CROSS ROAD ON THE NORTH SIDE OF EAST FULLERS CROSS ROAD, EAST OF NORTH WEST CROWN POINT ROAD AND WEST OF EAST CROWN POINT ROAD FROM ORANGE COUNTY PLANNED DEVELOPMENT – LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 11.1 ± acres located at 1205 East Fullers Cross Road on the north side of East Fullers Cross Road, east of North West Crown Point Road and west of East Crown Point Road, and legally described in ATTACHMENT “A” (the “Property”) has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Planned Development – Low Density Residential to City Low Density Residential; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 15-01, 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: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"
LEGAL DESCRIPTION

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

PARCEL A:

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

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

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

PARCEL B:

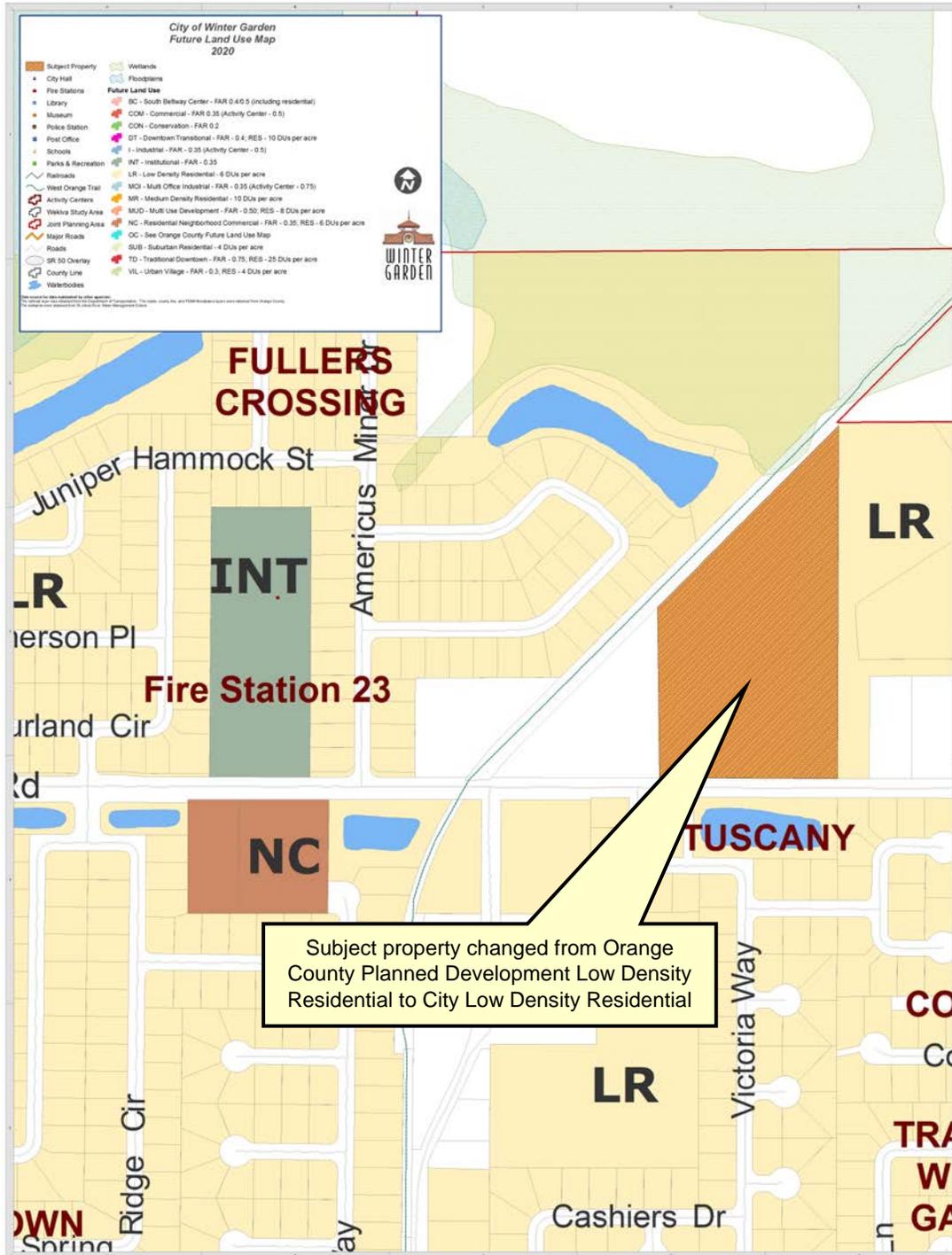
A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

ATTACHMENT "B"

FUTURE LAND USE MAP

1205 East Fullers Cross Road



ORDINANCE 15-03

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

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

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 15-02 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: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

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

PARCEL A:

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

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

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

PARCEL B:

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

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CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

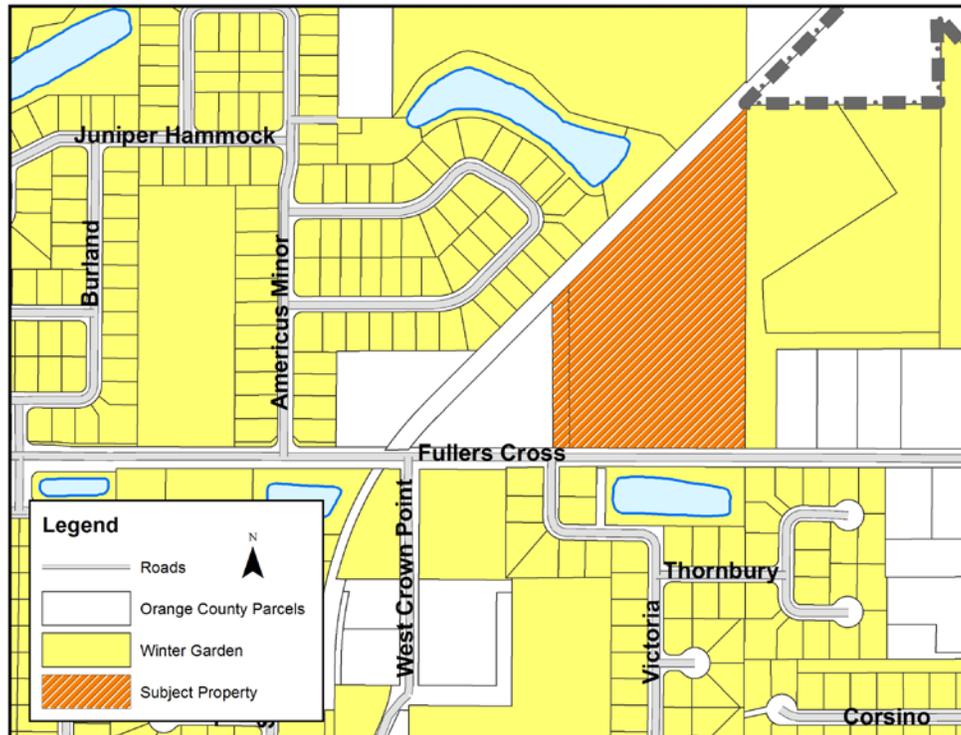
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
KELLY CARSON, PLANNER II
DATE: OCTOBER 22, 2014
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
1205 EAST FULLERS CROSS ROAD (11.1 +/- ACRES)
PARCEL ID #: 12-22-27-0000-00-005, 12-22-27-0000-00-074
APPLICANT: GILKEY ORGANIZATION, LLC

INTRODUCTION

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

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



PRIOR APPROVALS

This request was previously approved by the Planning & Zoning Board on August 5th, 2013, but the proposed ordinances were never adopted by City Commission. Ordinances 13-48, 13-49, and 13-50 were read by title only in front of Commission several times, but the item was indefinitely postponed pending the applicant's resolution of title issues. The applicant has since closed on the property and wishes to move forward with annexation, FLU amendment, and zoning of the subject property. However, because so much time has elapsed since the initial hearings, the applicant is required to procure new approvals from the Planning & Zoning Board and other State and local review agencies before the new ordinances 15-01, 15-02, and 15-03 may go before City Commission for approval and adoption.

REQUEST

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

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

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

EXISTING USE

The subject property currently contains one house, one manufactured home, and the remainder is wooded vacant land. The existing structures are planned to be removed in the future when the property is developed as a residential subdivision. There is a small wetland located in the northeastern portion of the subject property. This wetland, identified by the applicant's environmental consultant, appears to have been a historic ditch dug from the offsite wetlands from the north.

ADJACENT LAND USE AND ZONING

The property located to the north is developed with the Fullers Crossing single family neighborhood, zoned PUD, and located in Winter Garden. The property located to the east is 6 +/- acre property developed with a single family house, zoned R-1, and located in Winter Garden. The property to the south is developed with the Tuscany single family neighborhood, zoned R-1, and located in Winter Garden. The property to the west is 2.5 +/- acre property developed with a single family house and a citrus grove, zoned A-2, and located in Orange County.

PROPOSED USE

The applicant intends to annex the property and submit for a Preliminary Subdivision Plan, then Construction Plans to develop it with a single family neighborhood with approximately 26 lots. The minimum proposed lot size is 75' x 125', which meets the minimum lot size criteria of the R-1B zoning district and is consistent and compatible with other residential lot sizes in the area.

In terms of potential traffic impacts created by the proposed subdivision, the property will benefit from the planned improvements at the intersection of E Fullers Cross Road and E Crown Point Road, which include signalization and the addition of turn lanes. If the current construction schedule is met, these improvements should be completed next year.

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, while allowing properties to be developed in a manner that is consistent and compatible with other development in the area. Staff has reviewed the proposal and does not anticipate any adverse impacts created by the annexation and subsequent development of this property. City Staff recommends approval of the proposed Ordinances.

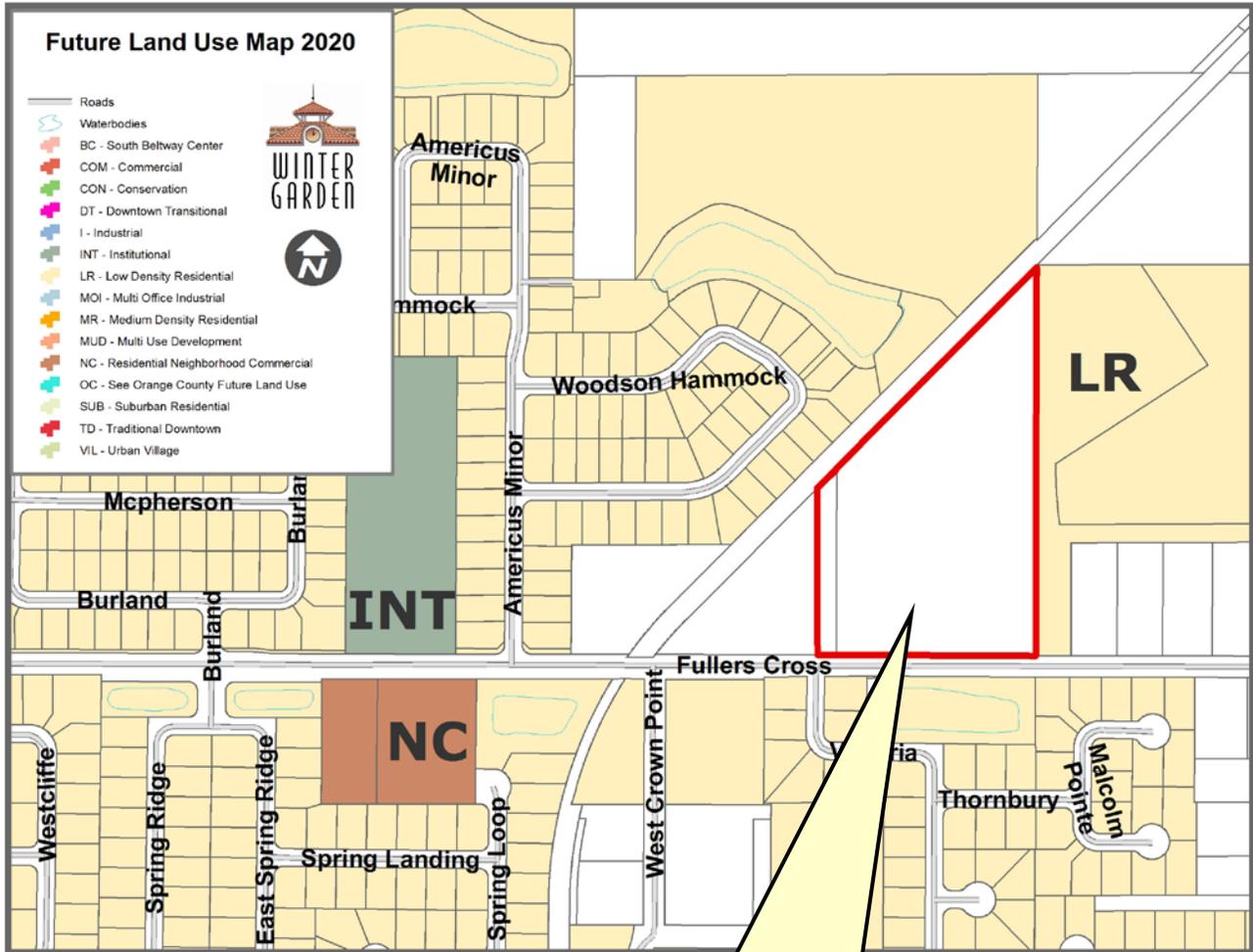
AERIAL PHOTO

1205 East Fullers Cross Road (Oak Trail)



FUTURE LAND USE MAP

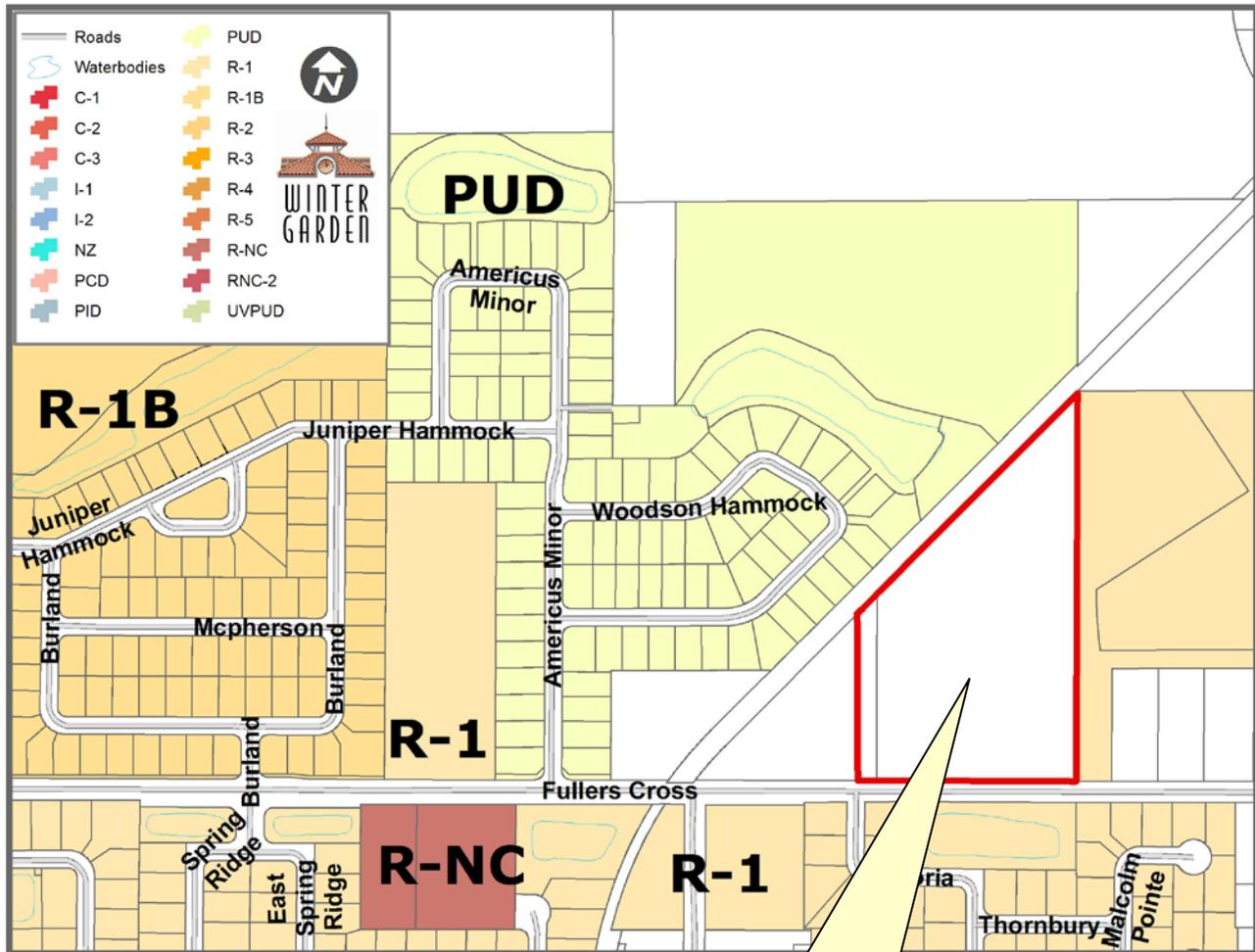
1205 East Fullers Cross Road (Oak Trail)



Subject property changed from Orange County
Planned Development – Low Density
Residential to City Low Density Residential

ZONING MAP

1205 East Fullers Cross Road (Oak Trail)



Subject property changed from Orange County A-2 to City R-1B

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 6, 2014

Meeting Date: November 13, 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 and adoption of Ordinance 14-38 subject to the conditions of the attached Staff Report.

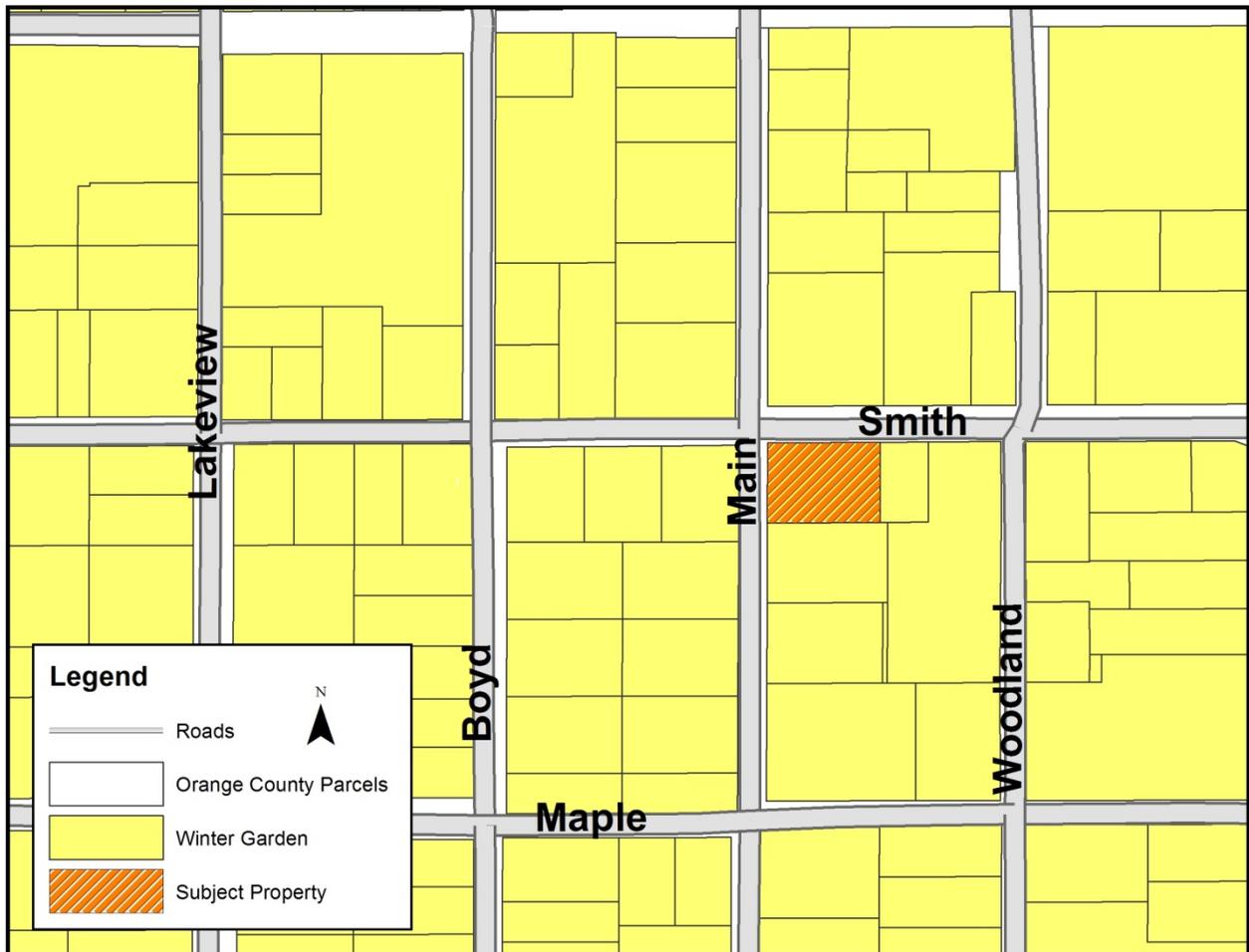
Attachment(s)/References:

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

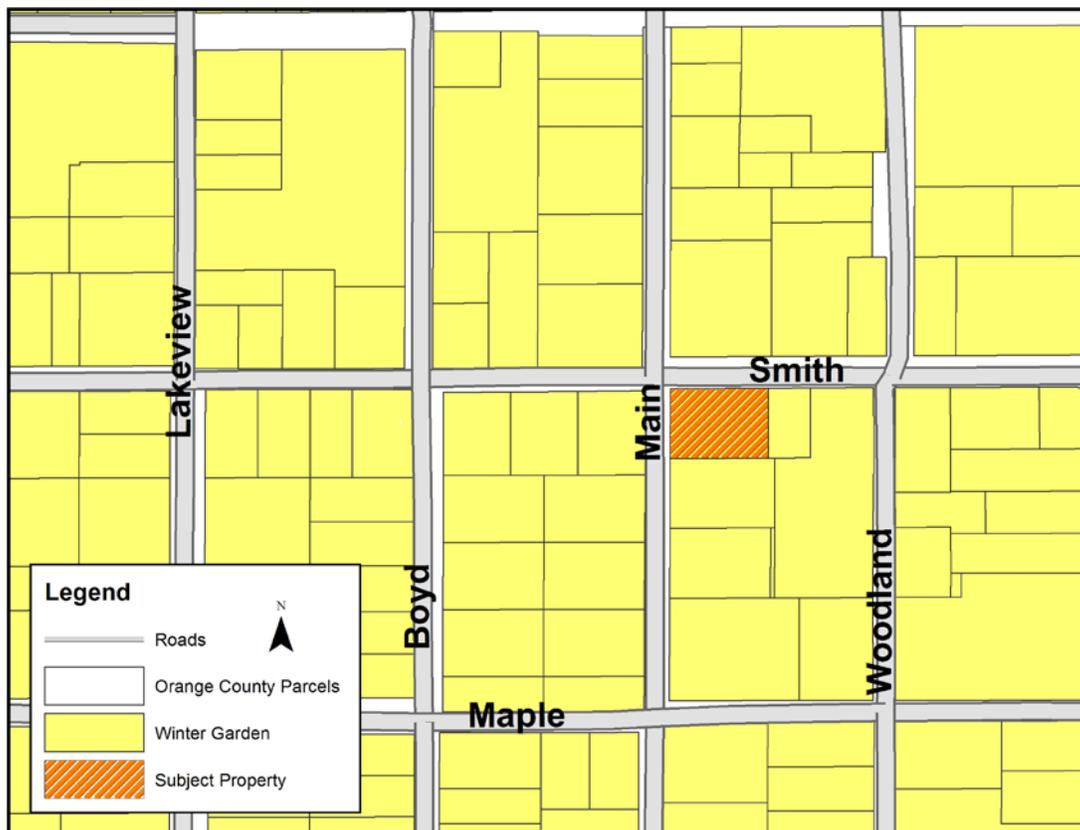
STAFF REPORT

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:

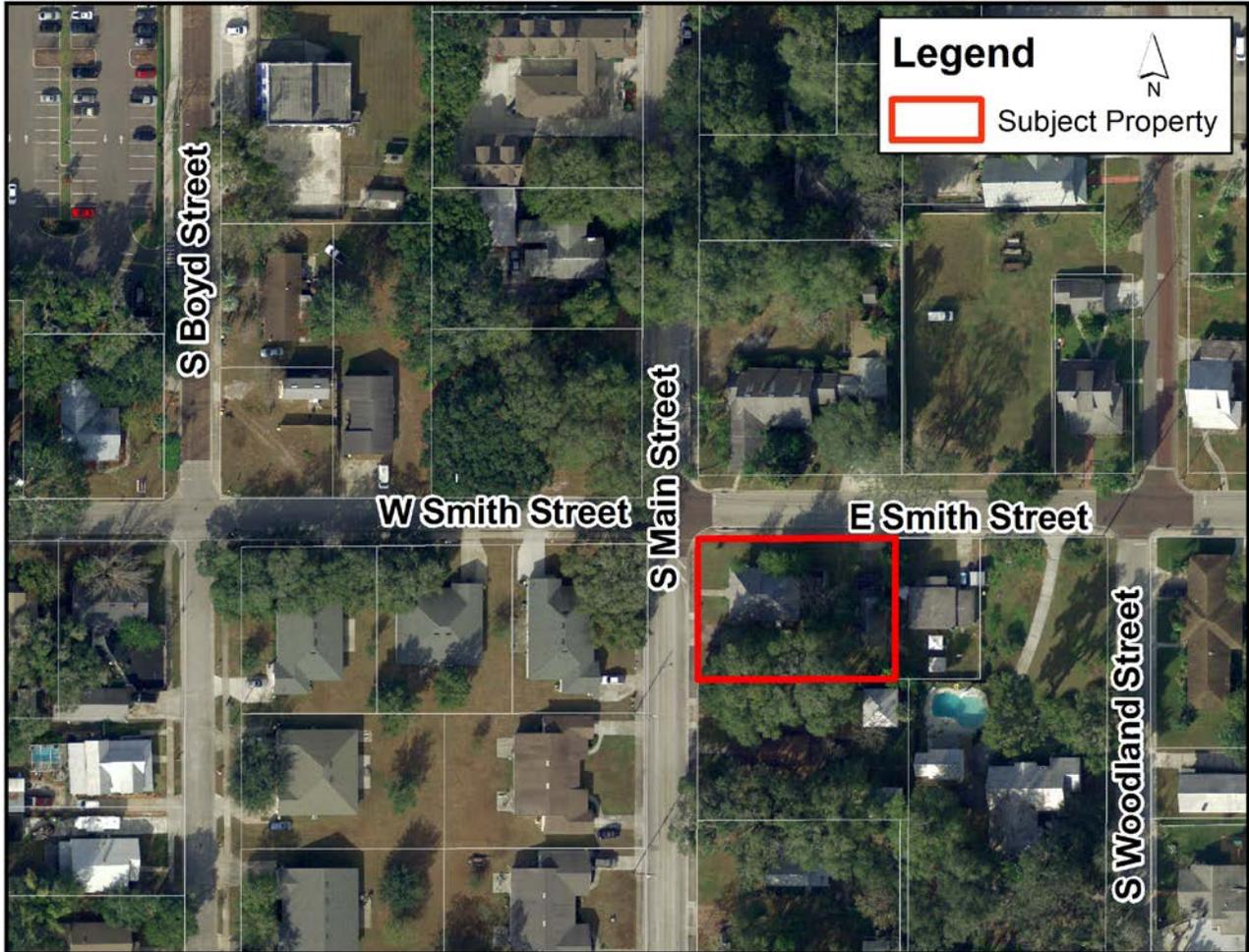
1. It is consistent with the existing Future Land Use designation.
2. It is consistent with the policies of the Comprehensive Plan.
3. It is consistent and compatible with adjacent development.
4. It is consistent and compatible with the character of the Smith Street and Main Street corridors.
5. It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

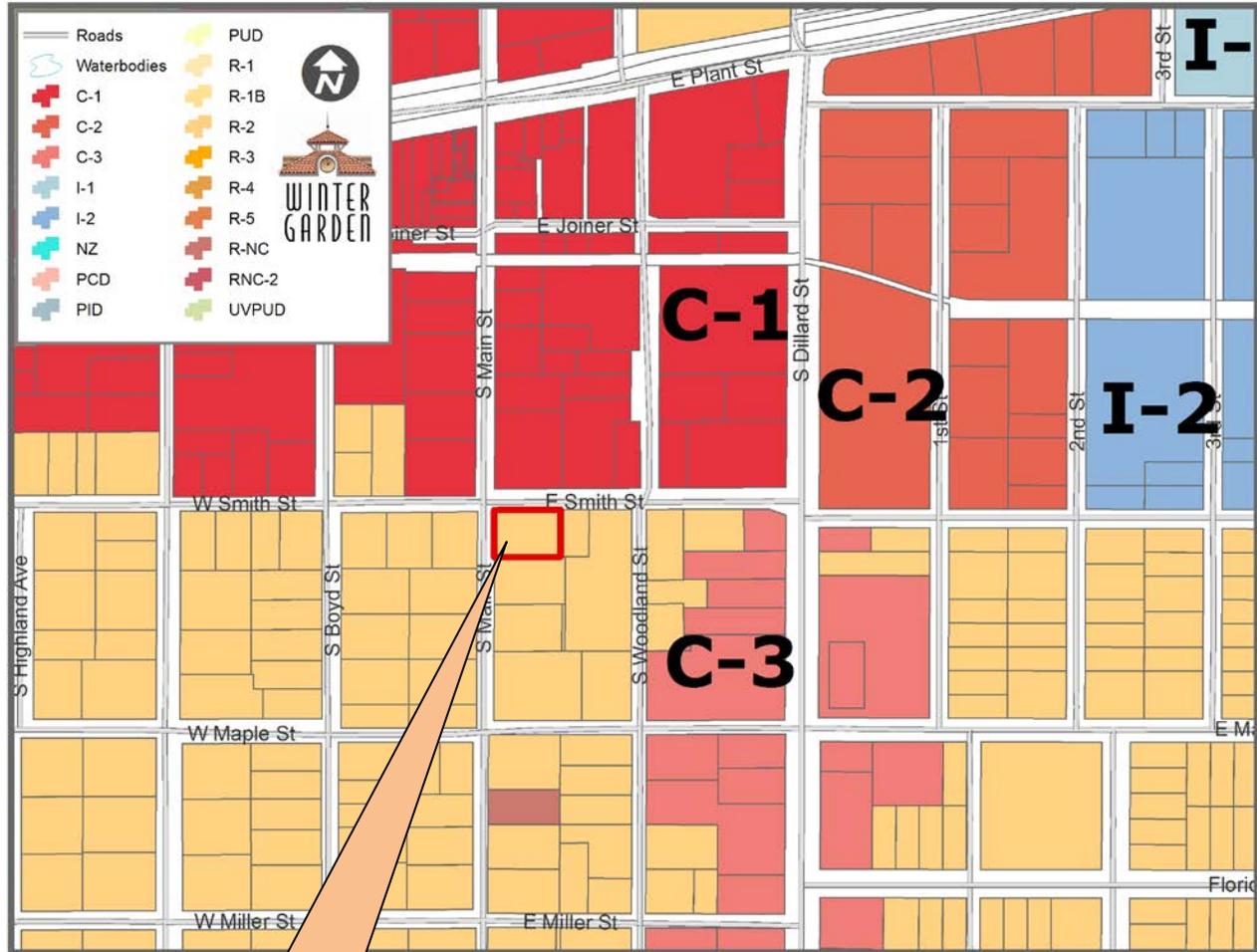
AERIAL PHOTO

203 S Main Street



ZONING MAP

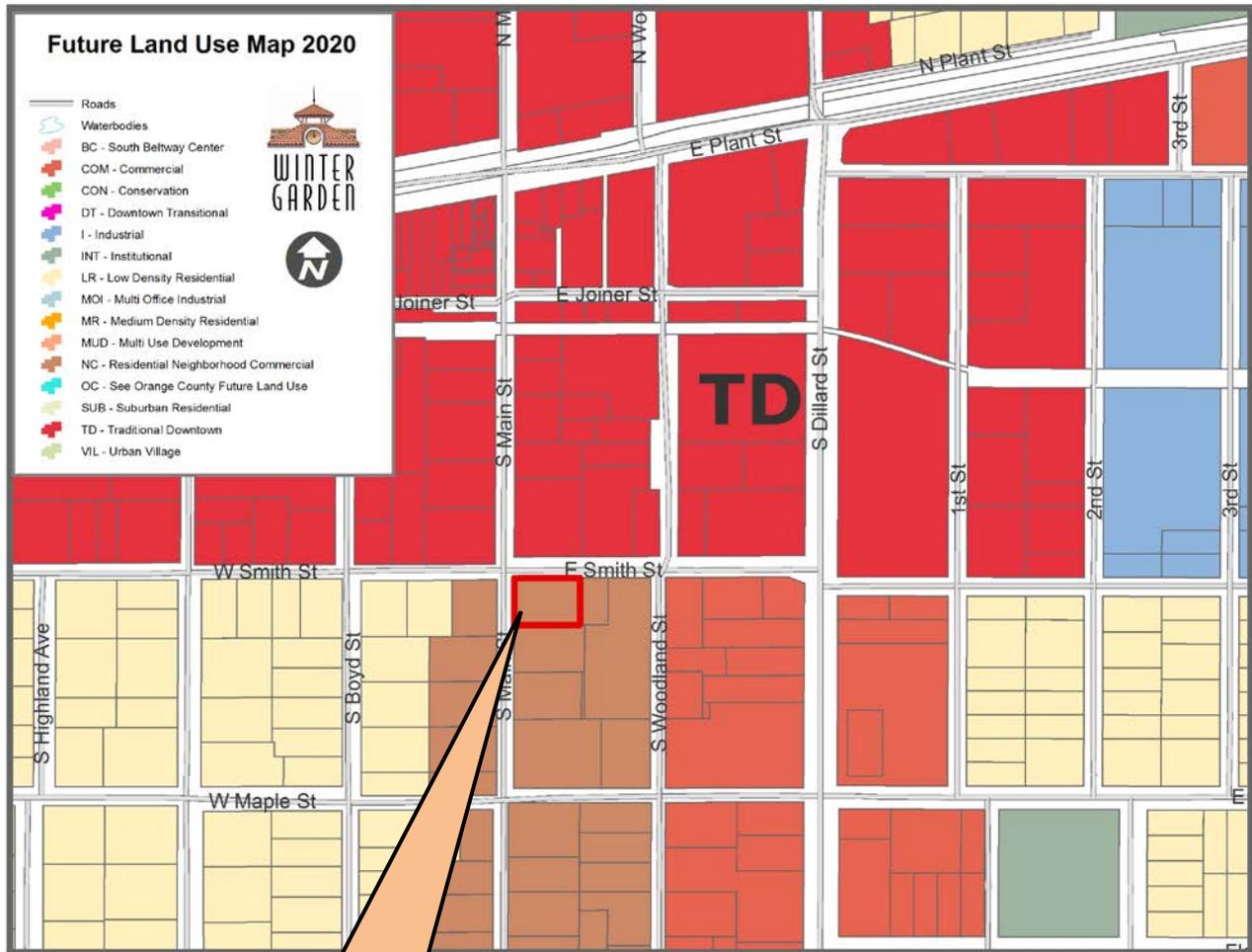
203 S MAIN STREET



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

FUTURE LAND USE MAP

203 S Main Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **November 6, 2014** **Meeting Date: November 13, 2014**

Subject: Final Plat
Hickory Hammock Phase 1D (101.68 +/- Acres)

Issue: Consideration of Final Plat of 149 lots in the 101.68+/- acre Hickory Hammock subdivision to be platted as Phase 1D. The Preliminary Plat of the Hickory Hammock subdivision for a total of 500 homes (391 single-family and 109 townhomes) was approved by the Planning and Zoning Board on June 5, 2006.

Discussion:

The applicant is requesting approval of the Final Plat of 149 lots in 101.68+/- acres of the Hickory Hammock subdivision to be platted as Phase 1D. The subject property is located within the City of Winter Garden municipal limits, and carries a zoning designation of PUD (Planned Unit Development).

Recommended Action:

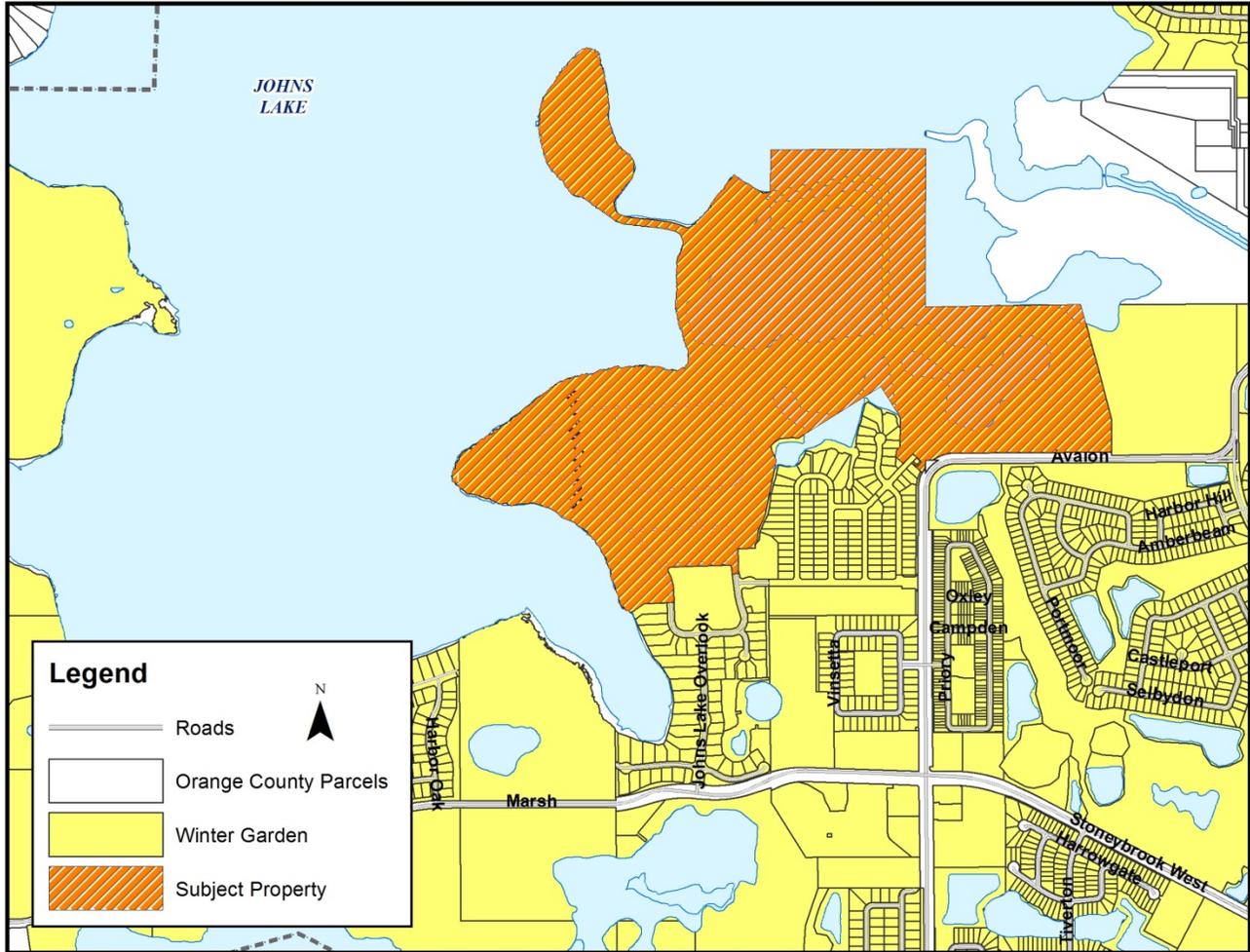
Staff recommends approval of the Hickory Hammock Phase 1D Final Plat.
(See attached Staff Report)

Attachments/References:

Location Map
Staff Report
Final Plat

LOCATION MAP

Hickory Hammock



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

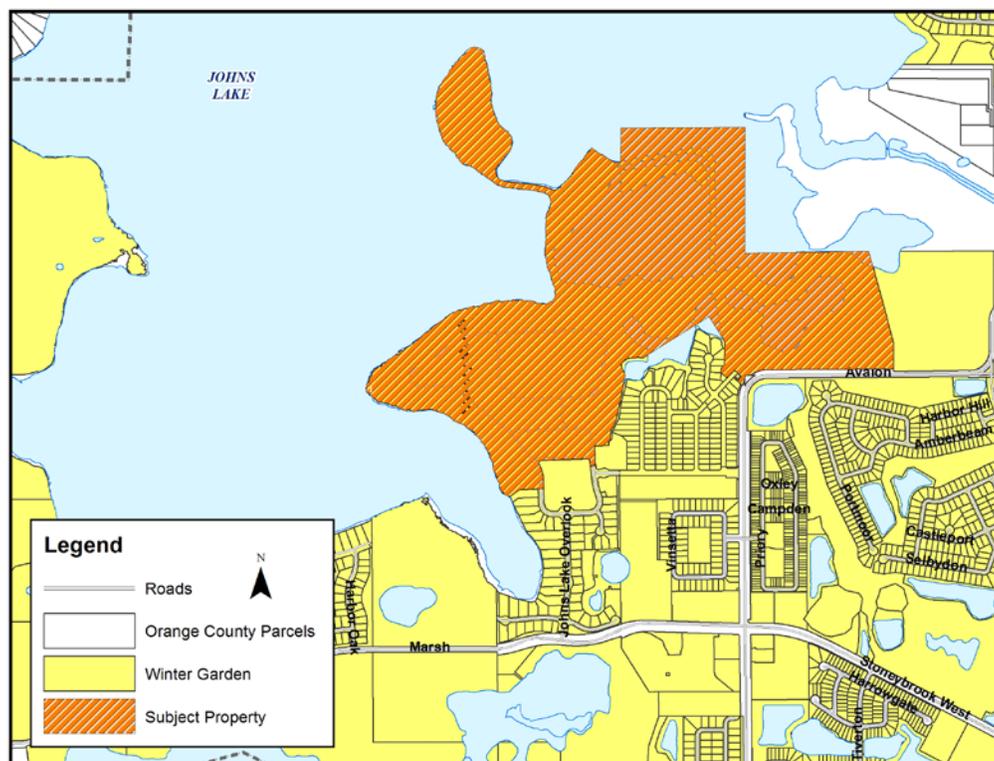
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: KELLY CARSON, PLANNER II
DATE: NOVEMBER 6, 2014
SUBJECT: FINAL PLAT
Hickory Hammock Phase 1D (101.68 ± ACRES)
PARCEL ID # 33-22-27-0000-00-003

APPLICANT: The Ryland Group, Inc. and M/I Homes of Orlando, LLC

INTRODUCTION

The purpose of this report is to evaluate the proposed Final Plat of Hickory Hammock Phase 1D for compliance with the Preliminary Plat for the Hickory Hammock Property, the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located on the northwest corner of the intersection of Avalon Road and Marsh Road, is a 101.68 ± acre portion of the 849 ± acre Hickory Hammock PUD property. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicants are requesting approval of the Final Plat of the 101.68 ± acre property to be platted as Hickory Hammock Phase 1D for 149 single family residential lots. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development). The subject property is designated Suburban Residential on the Future Land Use Map of the Comprehensive Plan. The applicant proposes to plat the project in multiple phases. The 101.68 ± acre site proposed for Final Plat is only a portion of the subdivision: a total of 500 homes are approved with the PUD (391 single-family and 109 townhomes). The first phase, Hickory Hammock Phase 1A, was platted for 54 single family residential lots in November of 2013. Hickory Hammock Phases 1B and 2A were platted for 128 combined single family residential lots in May of 2014. The remaining Hickory Hammock lots will be platted in future phases.

EXISTING USE

The Preliminary Plat for the 849 ± acre Hickory Hammock PUD was approved by the Planning and Zoning Board on June 5, 2006; Construction Plans for the subdivision were approved by the City Commission in 2007. Site work for the subdivision is currently underway.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are future phases of the subdivision and Johns Lake. The property to the west is Johns Lake. The properties located to the east are future phases of the subdivision and Hickory Hammock Phases 1B and 2A. The property to the south is Hickory Hammock Phase 1A.

PROPOSED USE

The applicant proposes to plat the 101.68 ± acre site to construct 149 single family residential homes as Hickory Hammock Phase 1D.

PUBLIC FACILITY ANALYSIS

The Hickory Hammock PUD subdivision was approved for 500 homes- 391 single family lots and 91 townhomes- to be developed in multiple phases. Infrastructure in the form of roads, water, sewer, and reclaimed water systems are being installed to support the approved subdivision.

SUMMARY

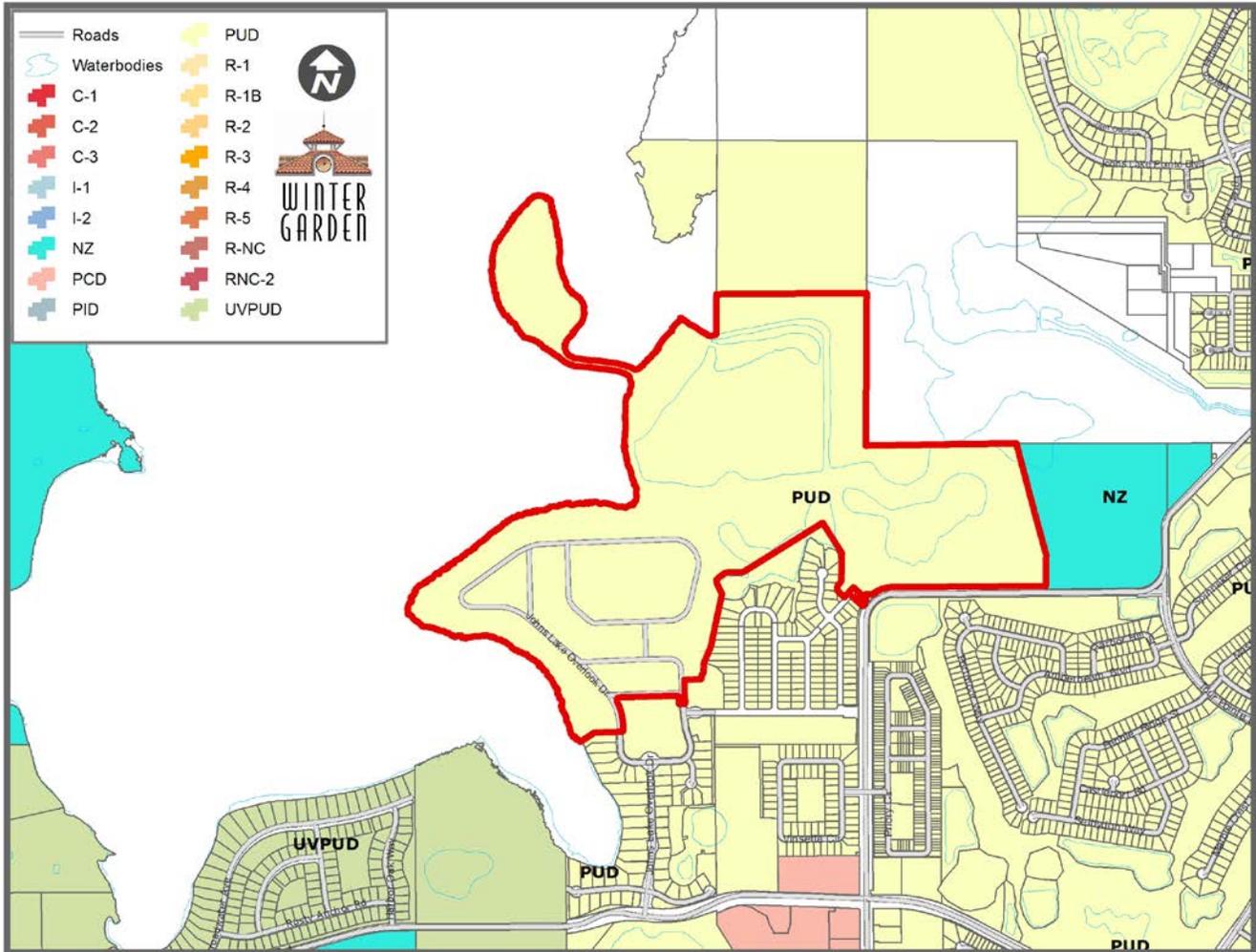
City Staff recommends approval of the proposed Final Plat for Hickory Hammock Phase 1D.

Staff has coordinated with the applicants to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the property specific PUD Zoning Ordinance and the approved Preliminary Plat.

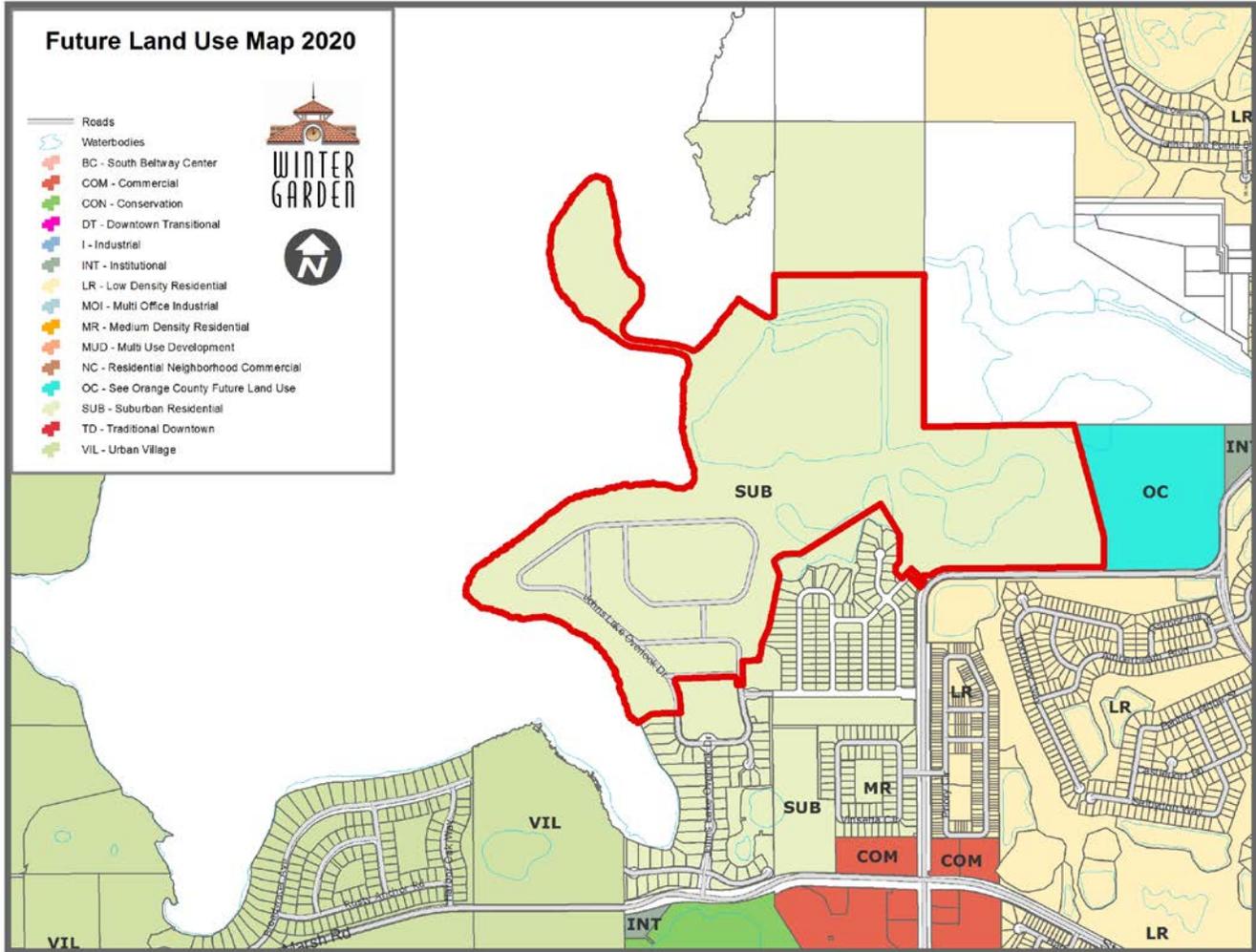
AERIAL PHOTO
HICKORY HAMMOCK



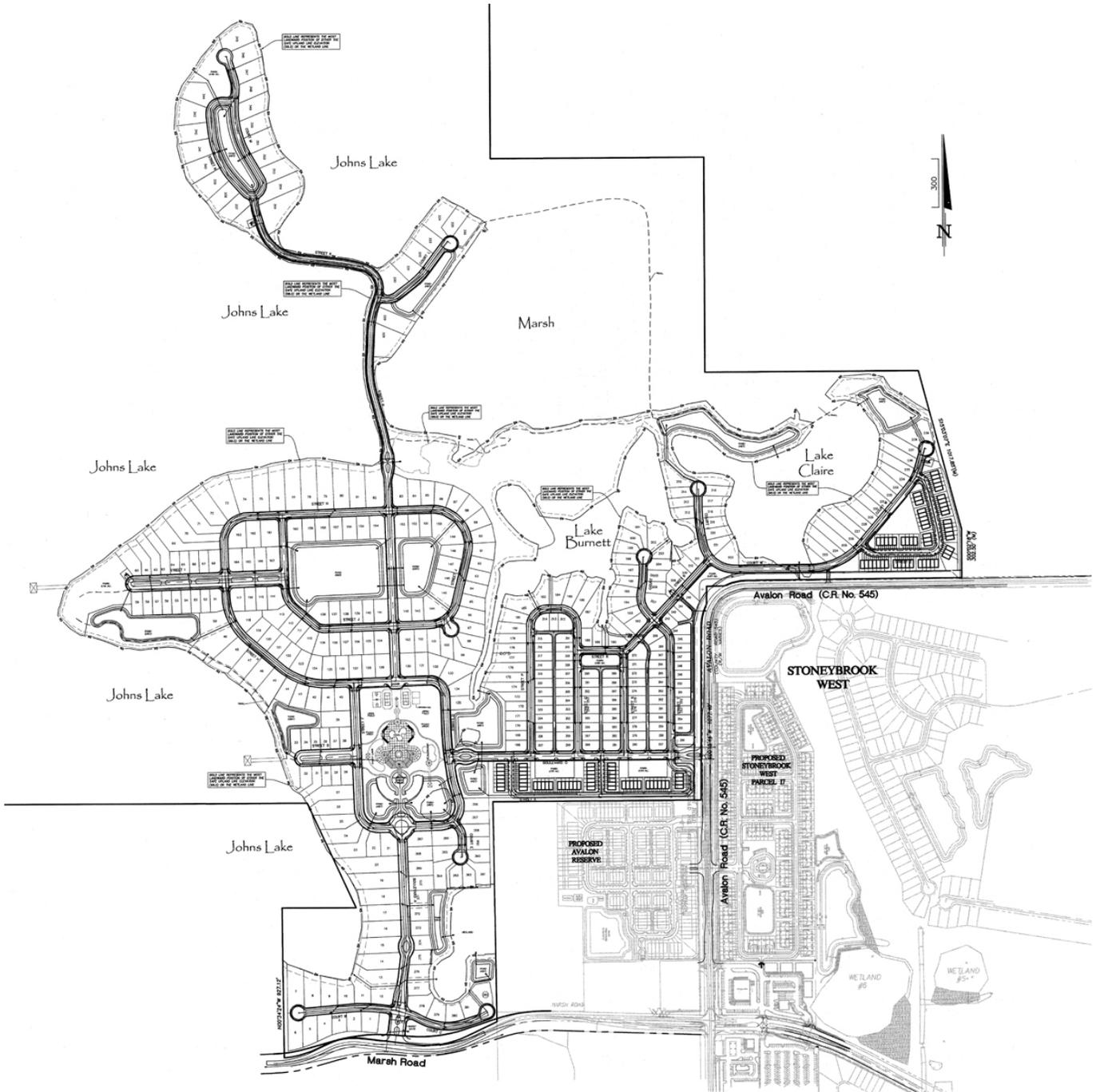
ZONING MAP
HICKORY HAMMOCK



FUTURE LAND USE MAP HICKORY HAMMOCK



PRELIMINARY PLAT
HICKORY HAMMOCK

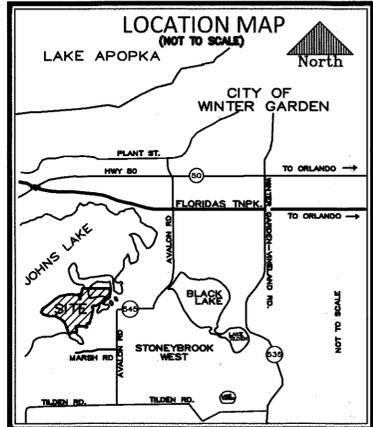
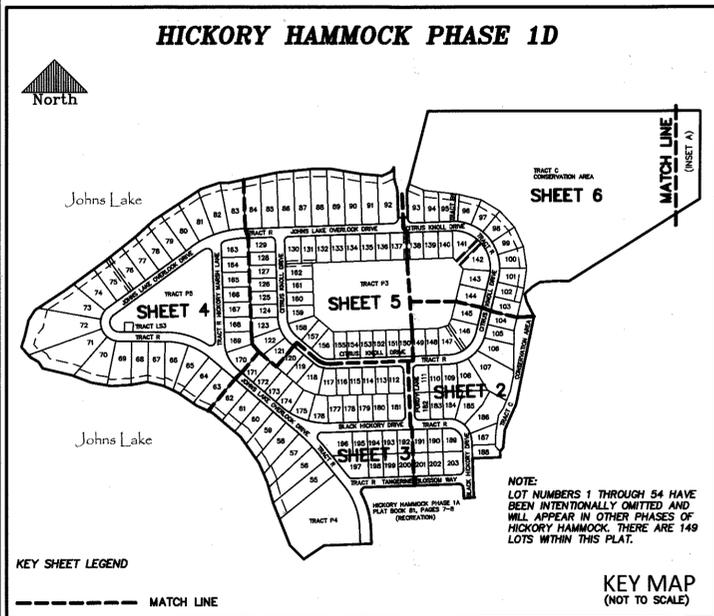


END OF STAFF REPORT

HICKORY HAMMOCK PHASE 1D

SHEET 1 OF 6

Lying in Sections 32 and 33, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.



LEGEND (FOR ALL SHEETS)	
CS3	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
∠	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
∠	CHORD BEARING
C	CENTERLINE
FND	FOUND
ID	IDENTIFICATION
NT	NON-TANGENT
(NR)	NON-RADIAL
P	POINT OF TANGENCY
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PI	POINT OF INTERSECTION
PG	PAGE
R/W	RIGHT-OF-WAY
RP	RADIUS POINT
(TYP.)	TYPICAL
(R)	RADIAL
FND	FOUND
DUE	DRAINAGE AND UTILITY EASEMENT
DE	DEVELOPMENT EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
UB	UTILITY EASEMENT
UE	UTILITY EASEMENT
W&L	WALL AND LANDSCAPE EASEMENT
W&L&E	WALL, LANDSCAPE AND SIGNAGE EASEMENT
W&L&UE	WALL, LANDSCAPE AND UTILITY EASEMENT
SMA	STORMWATER MANAGEMENT AREA
CM	CONCRETE MONUMENT
LS	LICENSED SURVEYOR
IRC	IRON ROD AND CAP
CCR	CERTIFIED CORNER RECORD
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NHML	NORMAL HIGH WATER LINE
SEC 32-22-27	SECTION 32, TOWNSHIP 22 SOUTH, RANGE 27 EAST

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

PREPARED BY: **DONALD W. MCINTOSH ASSOCIATES, INC.**
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-4088
CERTIFICATE OF AUTHORIZATION NUMBER LB68

Description:

That part of Sections 32 and 33, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 32, Township 22 South, Range 27 East and run N00°02'06"E along the East line of the Southeast 1/4 of said Section 32, also being the East line of Hickory Hammock Phase 1A, according to the plat thereof as recorded in Plat Book 81, Pages 7 through 8, of the Public Records of Orange County, Florida, a distance of 310.00 feet to the Northeast corner of said plat; thence departing said East line, run the following courses along the Northernly line of said Hickory Hammock Phase 1A: S89°33'55"W, 98.77 feet to the point of curvature of a curve concave Northernly having a radius of 32.00 feet and a chord bearing of N74°07'05"W, thence Westernly along the arc of said curve through a central angle of 31°58'01" for a distance of 17.85 feet to a point of reverse curvature of a curve concave Southernly having a radius of 100.00 feet and a chord bearing of N87°35'59"W, thence Westernly along the arc of said curve through a central angle of 58°55'50" for a distance of 102.85 feet to a point of reverse curvature of a curve concave Northernly having a radius of 25.00 feet and a chord bearing of N61°20'35"W, thence Northwesternly along the arc of said curve through a central angle of 111°26'39" for a distance of 48.63 feet to a point of compound curvature of a curve concave Easternly having a radius of 1478.03 feet and a chord bearing of N05°12'27"W, thence Northernly along the arc of said curve through a central angle of 00°49'36" for a distance of 21.33 feet to a point on a non-tangent line; thence S85°12'21"W, 5.00 feet to the POINT OF BEGINNING; thence continue the following courses along said Northernly line of Hickory Hammock Phase 1A: S85°12'21"W, 55.00 feet to a point on a non-tangent curve concave Easternly having a radius of 1538.03 feet and a chord bearing of N03°48'00"W, thence Northernly along the arc of said curve through a central angle of 01°59'18" for a distance of 53.37 feet to the point of curvature of a curve concave Southernly having a radius of 25.00 feet and a chord bearing of N47°24'50"W, thence Northwesternly along the arc of said curve through a central angle of 89°12'57" for a distance of 38.93 feet to the point of tangency; thence S87°58'41"W, 497.17 feet to the point of curvature of a curve concave Southeasternly having a radius of 25.00 feet and a chord bearing of S30°11'22"W, thence Southwesternly along the arc of said curve through a central angle of 115°34'38" for a distance of 50.43 feet to the point of reverse curvature of a curve concave Westernly having a radius of 430.00 feet and a chord bearing of S14°48'38"E, thence Southernly along the arc of said curve through a central angle of 25°34'38" for a distance of 191.95 feet to the point of tangency; thence S02°01'19"E, 82.17 feet; thence S87°58'41"W, 255.00 feet; thence S56°05'18"W, 132.73 feet to the approximate location of the 98.0 foot contour line (NGVD 29) having been determined as the Safe Upland Line for Johns Lake, as described in Official Records Book 10516, Page 6402 of the Public Records of Orange County, Florida; thence run Northernly and Northeasternly along said Safe Upland Line the following courses: run N44°51'32"W, 103.74 feet; thence N21°43'32"W, 246.15 feet; thence N16°04'16"W, 118.23 feet; thence N23°50'44"W, 109.71 feet; thence N35°15'20"W, 172.37 feet; thence N49°56'36"W, 195.83 feet; thence N65°28'10"W, 92.68 feet; thence N55°24'43"W, 122.52 feet; thence N64°16'37"W, 86.05 feet; thence N76°10'39"W, 91.86 feet; thence S79°49'00"W, 86.69 feet; thence S86°31'33"W, 107.61 feet; thence N80°23'41"E, 163.78 feet; thence S85°18'04"E, 111.36 feet; thence N62°47'E, 82.25 feet; thence N31°51'04"E, 28.81 feet to a point on a non-tangent curve concave Easternly having a radius of 163.00 feet and a chord bearing of S01°24'31"E, thence departing said Safe Upland Line, run Southernly along the arc of said curve through a central angle of 01°13'37" for a distance of 3.49 feet to the point of tangency; thence S02°01'19"E, 42.00 feet to the point of curvature of a curve concave Easternly having a radius of 163.00 feet and a chord bearing of S11°37'40"E, thence Southernly along the arc of said curve through a central angle of 19°12'41" for a distance of 54.65 feet to the point of reverse curvature of a curve concave Westernly having a radius of 87.00 feet and a chord bearing of S11°37'40"E, thence Southernly along the arc of said curve through a central angle of 19°12'41" for a distance of 29.17 feet to the point of tangency; thence S02°01'19"E, 142.72 feet; thence N87°58'41"E, 50.00 feet; thence N02°01'19"W, 125.61 feet to the point of curvature of a curve concave Easternly having a radius of 87.00 feet and a chord bearing of N09°23'59"E; thence Northernly along the arc of said curve through a central angle of 22°30'35" for a distance of 34.69 feet to the point of reverse curvature of a curve concave Northwesternly having a radius of 169.00 feet and a chord bearing of N17°31'01"E, thence Northernly along the arc of said curve through a central angle of 06°36'31" for a distance of 19.49 feet to the point of tangency; thence N14°24'45"E, 403.05 feet to the point of curvature of a curve concave Northernly having a radius of 471.84 feet; thence S88°03'00"W, 830.82 feet; thence N87°43'50"W, 52.75 feet; thence S86°11'33"W, 101.82 feet; thence S58°31'34"W, 47.59 feet; thence S48°14'49"W, 55.92 feet; thence S14°49'49"E, 43.36 feet; thence S26°02'39"E, 88.56 feet; thence S11°34'32"W, 477.76 feet; thence S23°42'11"W, 150.62 feet; thence S05°19'25"W, 96.65 feet; thence S38°48'59"W, 25.28 feet; thence S02°01'19"E, 31.58 feet; thence S87°58'41"W, 150.00 feet; thence S02°01'19"E, 138.31 feet to the point of curvature of a curve concave Easternly having a radius of 1483.03 feet and a chord bearing of S03°24'29"E, thence Southernly along the arc of said curve through a central angle of 02°46'20" for a distance of 71.76 feet to the POINT OF BEGINNING.

Containing 101.672 acres more or less to the Safe Upland Line of Johns Lake as described.

NOTES:

- Bearings based on the East line of the Southeast 1/4 of Section 32, Township 22 South, Range 27 East, Orange County, Florida, as being N00°02'06"E, an assumed meridian.
- All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
- All lakefront lot lines shall extend to the Ordinary High Water Line of Johns Lake to establish riparian rights.
- An Ordinary High Water Line (OHWL) elevation has not been determined for Johns Lake as of the date of this plat. The State of Florida owns title, as sovereign lands, to those lands lying waterward of the Ordinary High Water Line (OHWL) for Johns Lake, which affects the location of the boundary lines for the Lakefront Lots (as defined herein). The exact location of the Lakefront Lots' lakefront lot line is not depicted on the plat. In order to ensure that there is no gap between sovereign lands and Lakefront Lots and that no Lakefront Lots include sovereign lands, all Lakefront Lots shall extend or detract to the Ordinary High Water Line (OHWL) of Johns Lake notwithstanding the graphical depiction of the Lakefront Lots abutting a Witness Line or Safe Upland Line. For purposes of this plat, the term Lakefront Lots shall mean those lots depicted on the plat which lots abut, or upon which is located, a Witness Line or a Safe Upland Line proximate to Johns Lake.
- The Florida Department of Environmental Protection on July 14, 2003 determined that elevation 98.0 feet (NGVD 29 Datum) is a Safe Upland Line for Johns Lake and is at or above the Ordinary High Water Line.
- A Normal High Water Line (NHML) elevation of 98.4 feet (NGVD 29 Datum) for Johns Lake was established by the Orange County Board of County Commissioners in April 1984 per Orange County Lake Index (dated June, 2009). The Normal High Water Line is not the same as the Ordinary High Water Line and is used by local jurisdictions to determine building setbacks and other local governmental requirements.
- All elevations noted herein are relative to NGVD 29 Datum based on Orange County Public Works Survey Department benchmarks.
- Tract R is a Private Roadway to be owned and maintained by Hickory Hammock at Johns Lake Community Association, Inc.
- There is hereby granted and dedicated for the benefit of the City of Winter Garden and other public service and emergency service providers, a non-exclusive easement over and through Tract R (Private Roadway) and any other privately owned internal roads, drives, paved areas and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public services and emergency services to the Subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services. The City of Winter Garden is hereby granted and dedicated a non-exclusive drainage and utility easement over, under, across and through Tract R. The City of Winter Garden shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Area and Hickory Hammock at Johns Lake Community Association, Inc. shall be responsible for the maintenance of all drainage improvements within Tract R.
- Tract B1 is an Access Tract to be owned and maintained by Hickory Hammock at Johns Lake Community Association, Inc.
- Tract C is a Conservation Tract to be owned and maintained by Hickory Hammock at Johns Lake Community Association, Inc. with development rights dedicated to the City of Winter Garden. No construction, clearing, grading or alteration is permitted without the prior approval from the City of Winter Garden or any other applicable jurisdictional agencies.
- Tract LS3 is a Lift Station Tract to be conveyed to the City of Winter Garden in fee simple via warranty deed.
- Tracts P3, P4 and P5 are Parks and Stormwater Management Areas to be owned and maintained by Hickory Hammock at Johns Lake Community Association, Inc.
- Each of the owners of lots as shown on this plat is a member of Hickory Hammock at Johns Lake Community Association, Inc. (the "Association"). The Association is required to maintain Tracts B1, C, P3, P4, P5 and R. The members of the Association are ultimately responsible for payment of the cost to maintain Tracts B1, C, P3, P4, P5 and R and all lots are subject to assessments, liens and foreclosures for non-payment.
- The lots within this subdivision are governed by Hickory Hammock at Johns Lake Community Association, Inc. (the "Association") requiring the payment of fees and with the power to assess the lots. The Association is the owner of and/or responsible for the maintenance, repair, and replacement of all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use of the City of Winter Garden, including, without limitation, Tracts B1, C, P3, P4, P5 and R, and the improvements thereon. Every lot owner within this subdivision is required to be a member of the Association, and is subject to its rules and regulations, including, but not limited to the conditions, covenants, and restrictions provided for in its Declaration, and the dedications, restrictions, and reservations as set forth on this Plat. Failure to pay such fees or assessments shall result in the attachment of a lien on the property of the owner which fails to pay such fees or assessments by the Association, which may result in the foreclosure of said property.
- The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace or otherwise cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use of the City of Winter Garden, including, without limitation, Tracts B1, C, P3, P4, P5 and R and the improvements thereon, in the event any or all of the said areas, systems, improvements or areas are not maintained, repaired, or replaced in accordance with the standards of the City of Winter Garden Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Winter Garden exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of

Winter Garden or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Winter Garden. If said costs are not paid within 15 days of invoicing, then said costs shall constitute a lien on the property of the owner who shall pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Winter Garden's exercise of said right, shall not impose any obligation on the City of Winter Garden to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use of the City of Winter Garden, including, without limitation, Tracts B1, C, P3, P4, P5 and R and the improvements thereon.

17) The Association, as owner of the subdivision infrastructure not otherwise dedicated to the public use of the City of Winter Garden, including the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use of the City of Winter Garden, shall retain and hold the City of Winter Garden, other governmental entities and public utilities harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), or otherwise including attorney's fees and costs of suit, in connection with the reasonable use of said subdivision infrastructure, common areas, or amenities, or said parties' maintenance thereof, or said parties' exercise of rights permitted in the declaration of the homeowners association, this plat, or as otherwise permitted by law.

18) Easements within all lots are hereby established as follows unless otherwise shown:

- 5.00 foot wide drainage easement (in favor of the Association) and utility easement (in favor of the City of Winter Garden) along all side lot lines.
- 5.00 foot wide drainage easement (in favor of the Association) and utility easement (in favor of the City of Winter Garden) along all rear lot lines.
- 10.00 foot wide drainage easement (in favor of the Association), utility easement (in favor of the City of Winter Garden) and sidewalk easement (in favor of the Association) along all lot lines abutting right-of-way lines.

The City of Winter Garden shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Areas. Except for authorized sidewalks, no utility structures or other improvements shall be permitted to conflict or interfere with the City of Winter Garden's utility improvements within said Easement Areas; the City's easement rights shall be superior to all others.

20) Drainage Easements are reserved for the Association, its successors and assigns. Any and all drainage facilities within the area of the Drainage Easement shall be maintained in accordance with the Community Declaration for Hickory Hammock at Johns Lake recorded in Official Records Book 10592, Page 8632, Public Records of Orange County, Florida, as amended by the certain First Amendment to Community Declaration for Hickory Hammock at Johns Lake recorded in Official Records Book 10684, Page 1395, Public Records of Orange County, Florida. There shall be no modifications to swales within said Drainage Easements without the prior consent of the City of Winter Garden and the Association.

21) Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

22) The Community Declaration for Hickory Hammock at Johns Lake encumbering the lands shown on this plat as recorded in Official Records Book 10592, Page 8632; as amended by that certain First Amendment to Community Declaration for Hickory Hammock at Johns Lake recorded in Official Records Book 10684, Page 1395, Public Records of Orange County, Florida; and all subsequent amendments or supplements thereto independently establishes easements over portions of the lands being platted hereunder.

23) All development shall be in accordance with and subject to the City of Winter Garden Land Development Code, as amended from time to time, and all federal, state, county and city rules, regulations, ordinances, provisions and approvals. Nothing therein shall be construed to waive any provision of the Winter Garden Land Development Code.

24) Due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SRWMD, the City of Winter Garden, property owner and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

25) No portion of this Dedication shall endorse, allow or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law.

26) Note: Lot numbers 1 through 54 have been intentionally omitted and will appear in other phases of Hickory Hammock. There are 149 lots within this plat.

27) A utility easement within Tract P4 is hereby established in favor of Duke Energy Florida, Inc., d/b/a Duke Energy, a Florida corporation, which utility easement shall be maintained by the Association.

CERTIFICATE OF REVIEW BY CITY SURVEYOR

This plat has been reviewed for conformity with Chapter 177, Florida Statutes.

City Surveyor PSM#..... Date:.....
Printed Name:.....

PLAT BOOK

PAGE

HICKORY HAMMOCK PHASE 1D DEDICATION

KNOW ALL BY THESE PRESENTS, that The Ryland Group, Inc., a Maryland corporation and M/I Homes of Orlando, LLC, a Florida limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the easements, rights, uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and attested to by its Authorized Agents named below on.....

Signed, sealed and delivered in the presence of: By: The Ryland Group Inc., a Maryland Corporation, 2822 Commerce Park Dr., Suite 100 Orlando, FL 32819

Signature: Max R. Roman
Print Name: Max R. Roman
Signature: Denise Madrid
Print Name: Denise Madrid

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of October, 2014, by Max R. Roman and Denise Madrid, its Authorized Agents, on behalf of the Corporation.

He is personally known to me or...
 as produced..... as identification, and DID or DID NOT take an oath.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Signature: Dorothy P. Knafl
Print Name: Dorothy P. Knafl
Notary Public
Commission No. EE 11605
My Commission Expires: Nov 12, 2015

Signed, sealed and delivered in the presence of: By: M/I Homes of Orlando, LLC, a Florida Limited Liability Company, 400 International Parkway, Suite 470, Lake Mary, FL 32746

Signature: Joe B. Trammel
Print Name: Joe B. Trammel
Signature: David Byrnes
Print Name: DAVID BYRNES
Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by David Byrnes, its Vice President, on behalf of the Limited Liability Company.

He is personally known to me or...
 as produced..... as identification, and DID or DID NOT take an oath.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Notary Stamp: Patricia Altman
Signature of Person Taking Acknowledgment
Print Name: Patricia Altman
Notary Public
Commission No. EE 081967
My Commission Expires: 9-23-2015

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on the foregoing plat was approved by the City Commission of Winter Garden, Florida

..... Mayor
Attest: City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, This plat was prepared under the direction and supervision of the undersigned, a professional surveyor and mapper, and complies with all of the survey requirements of Chapter 177, Florida Statutes. The lands depicted herein are located in the City of Winter Garden, Orange County, Florida.

DONALD W. MCINTOSH ASSOCIATES, INC.
Certificate of Authorization Number LB68
2200 Park Avenue North, Winter Park, FL 32789

Date: 10/16/2014 By: Keith Ruddle
Florida Registered Surveyor and Mapper
Certificate No. 2617

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on..... as File No.

County Comptroller in and for Orange County, Florida
By:

HICKORY HAMMOCK PHASE 1D

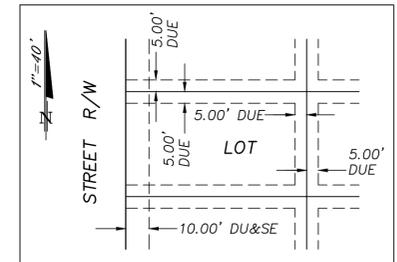
Lying in Sections 32 and 33, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT
BOOK

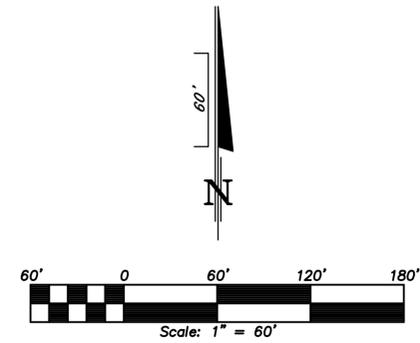
PAGE

SHEET 2 OF 6
(SEE SHEET 1 FOR LEGEND & NOTES)

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



LOT EASEMENTS DETAIL
(TYPICAL UNLESS OTHERWISE SHOWN)

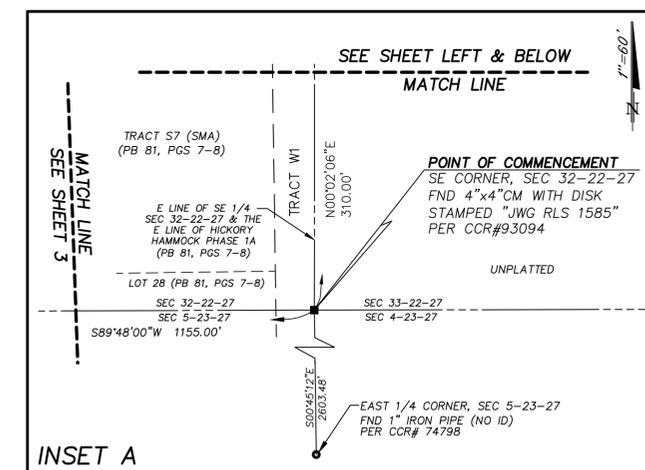


NOTE:
LOT NUMBERS 1 THROUGH 54 HAVE BEEN INTENTIONALLY OMITTED AND WILL APPEAR IN OTHER PHASES OF HICKORY HAMMOCK. THERE ARE 149 LOTS WITHIN THIS PLAT.

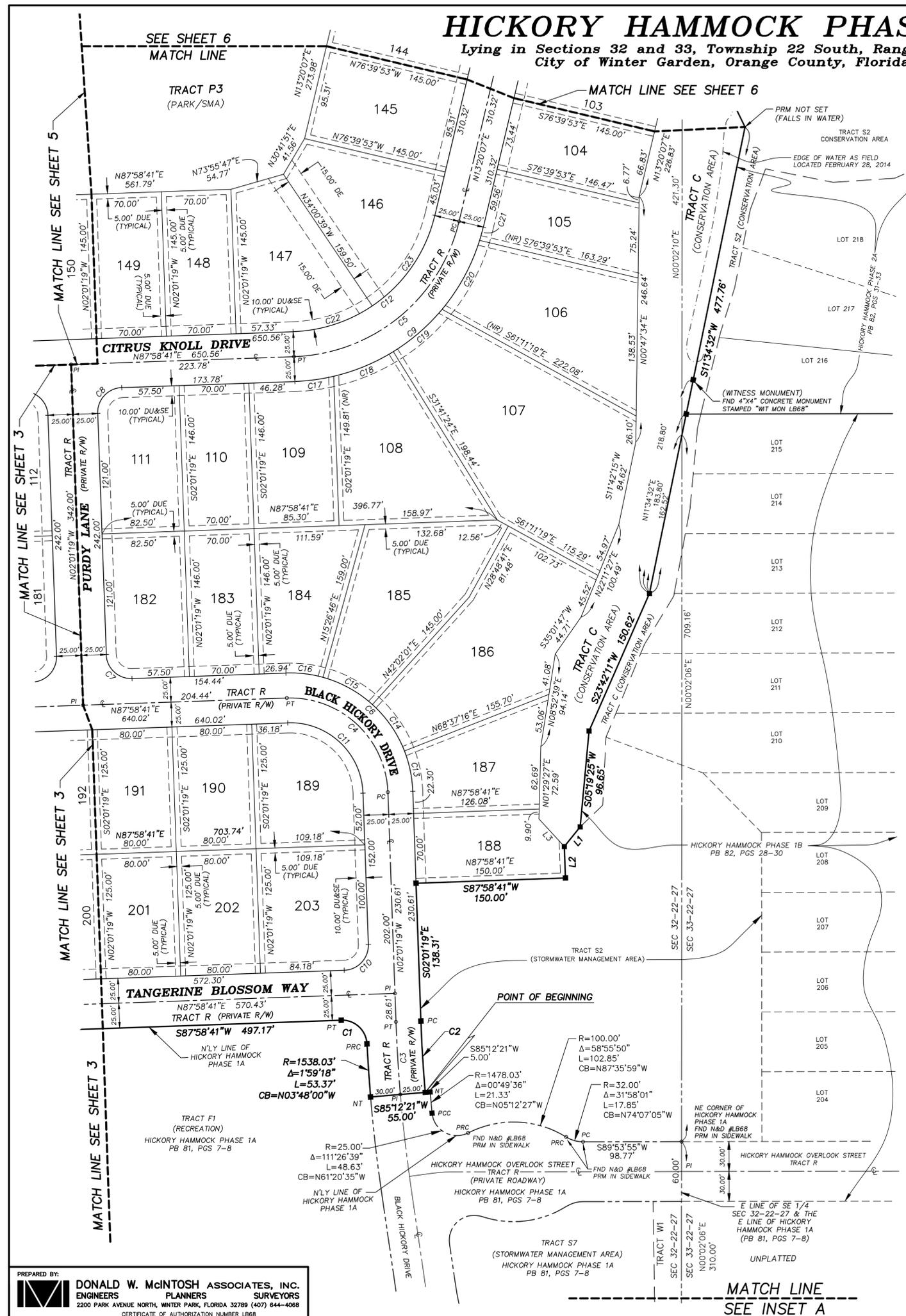
CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00'	89°12'57"	38.93'	35.11'	N47°24'50"W
C2	1483.03'	2°46'20"	71.76'	71.75'	S03°24'29"E
C3	1508.03'	2°46'20"	72.97'	72.96'	N03°24'29"W
C4	98.00'	90°00'00"	153.94'	138.59'	N47°01'19"W
C5	176.57'	74°38'34"	230.03'	214.10'	N50°39'24"E
C6	123.00'	90°00'00"	193.21'	173.95'	N47°01'19"W
C7	25.00'	90°00'00"	39.27'	35.36'	N47°01'19"W
C8	25.00'	90°00'00"	39.27'	35.36'	N42°58'41"E
C9	201.57'	74°38'34"	262.60'	244.42'	N50°39'24"E
C10	25.00'	90°00'00"	39.27'	35.36'	S42°58'41"W
C11	73.00'	90°00'00"	114.67'	103.24'	S47°01'19"E
C12	151.57'	74°38'34"	197.46'	183.79'	N50°39'24"E

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C13	123.00'	19°21'25"	41.55'	41.36'	N11°42'01"W
C14	123.00'	26°35'15"	57.08'	56.57'	N34°40'22"W
C15	123.00'	26°35'15"	57.08'	56.57'	N61°15'36"W
C16	123.00'	17°28'05"	37.50'	37.35'	N83°17'16"W
C17	201.57'	11°09'50"	39.28'	39.21'	N82°23'46"E
C18	201.57'	18°30'15"	65.10'	64.82'	N67°33'44"E
C19	201.57'	18°30'15"	65.10'	64.82'	N49°03'29"E
C20	201.57'	22°31'20"	79.23'	78.73'	N28°32'41"E
C21	201.57'	3°56'54"	13.89'	13.89'	N15°18'34"E
C22	151.57'	31°59'21"	84.62'	83.53'	S71°59'01"W
C23	151.57'	42°39'14"	112.84'	110.25'	S34°39'44"W

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S38°48'59"W	25.28'
L2	S02°01'19"E	31.58'
L3	N42°41'49"W	37.64'



INSET A



PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

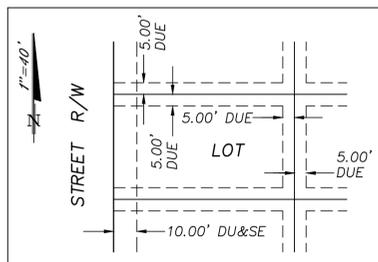
HICKORY HAMMOCK PHASE 1D

Lying in Sections 32 and 33, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK

PAGE

SHEET 3 OF 6
(SEE SHEET 1 FOR LEGEND & NOTES)



LOT EASEMENTS DETAIL
(TYPICAL UNLESS OTHERWISE SHOWN)

NUMBER	BEARING	DISTANCE
L1	N02°01'19"W	82.17'
L2	N54°33'12"E	28.76'
L3	N43°55'02"E	32.42'
L4	N20°35'41"W	89.13'
L5	N15°27'04"W	5.90'
L6	N15°27'04"W	91.20'
L7	N15°27'04"W	7.51'
L8	N19°59'20"W	76.95'
L9	N19°59'20"W	27.68'
L10	N35°17'56"W	54.46'
L11	N35°17'56"W	10.84'
L12	N35°17'56"W	43.64'
L13	N41°13'46"W	48.30'
L14	N41°13'46"W	59.81'
L15	N49°10'41"W	30.86'
L16	N49°10'41"W	70.28'
L17	N50°13'59"W	19.72'
L18	N50°13'59"W	55.43'
L19	N62°11'13"W	35.39'
L20	N02°01'19"W	89.65'

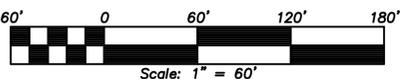
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00'	115°34'38"	50.43'	42.30'	S30°11'22"W
C2	400.00'	36°55'50"	257.82'	253.38'	N20°29'14"W
C3	1000.00'	10°52'10"	189.71'	189.42'	N44°23'14"W
C4	400.00'	33°25'29"	233.35'	230.05'	N18°44'03"W
C5	400.00'	3°30'20"	24.47'	24.47'	N37°11'58"W
C6	1000.00'	7°07'50"	124.45'	124.37'	N42°31'03"W
C7	1000.00'	3°44'20"	65.26'	65.25'	N47°57'08"W
C8	62.00'	33°25'29"	36.17'	35.66'	N71°15'57"E
C9	62.00'	50°16'22"	54.40'	52.67'	N69°03'13"E
C10	400.00'	6°12'43"	43.37'	43.35'	S88°54'57"E
C12	25.00'	53°04'10"	23.16'	22.34'	N65°29'14"W
C13	1025.00'	3°44'43"	67.00'	66.99'	N40°49'30"W
C14	25.00'	135°36'21"	59.17'	46.29'	N25°06'19"E
C15	425.00'	4°55'49"	36.57'	36.56'	S89°33'25"E
C16	375.00'	42°12'00"	276.20'	270.00'	N70°55'19"W

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C17	113.52'	42°12'00"	83.61'	81.74'	S70°55'19"E
C18	25.00'	90°00'00"	39.27'	35.36'	S47°01'19"E
C19	25.00'	90°00'00"	39.27'	35.36'	S42°58'41"W
C20	975.00'	10°52'10"	184.97'	184.69'	N44°23'14"W
C21	372.50'	36°55'50"	240.10'	235.96'	S20°29'14"E
C22	975.00'	3°35'14"	61.04'	61.03'	S40°44'45"E
C23	975.00'	5°55'41"	100.88'	100.83'	S45°30'13"E
C24	975.00'	1°21'15"	23.04'	23.04'	S49°08'41"E
C25	375.00'	0°24'11"	2.64'	2.64'	S88°10'47"W
C26	375.00'	16°50'33"	110.23'	109.84'	N83°11'52"W
C27	375.00'	16°49'55"	110.17'	109.77'	N66°21'38"W
C28	375.00'	8°07'21"	53.16'	53.12'	N53°52'59"W
C29	113.52'	28°40'06"	56.80'	56.21'	S64°09'22"E
C30	113.52'	13°31'54"	26.81'	26.75'	S85°15'22"E
C31	88.52'	42°12'00"	65.20'	63.74'	N70°55'19"W

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NOTE: LOT NUMBERS 1 THROUGH 54 HAVE BEEN INTENTIONALLY OMITTED AND WILL APPEAR IN OTHER PHASES OF HICKORY HAMMOCK. THERE ARE 149 LOTS WITHIN THIS PLAT.

PREPARED BY:
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68



WITNESS LINE (THE APPROXIMATE LOCATION OF THE SAFE UPLAND LINE FOR JOHNS LAKE (ELEV. 98.0 NGVD 29) AS DESCRIBED IN ORB 10516, PG 6402)

APPROXIMATE LOCATION OF THE 98.4' NORMAL HIGH WATER LINE (SEE NOTES)

LOT 27
HICKORY HAMMOCK PHASE 1A
PB 81, PGS 7-8

EDGE OF WATER AS FIELD LOCATED FEBRUARY 28, 2014

EDGE OF WATER AS FIELD LOCATED MARCH 28, 2013

N LINE OF NE 1/4 SEC 5-23-27

SEC 32-22-27

S89°48'00"W 1155.00'

HICKORY HAMMOCK PHASE 1D

Lying in Sections 32 and 33, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK

PAGE

SHEET 4 OF 6
(SEE SHEET 1 FOR LEGEND & NOTES)

CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	CHORD
C1	225.00'	47°48'00"	187.71'	182.31'
C2	62.00'	19°28'02"	21.07'	20.96'
C3	500.00'	33°50'02"	295.26'	290.99'
C4	75.00'	143°17'05"	187.56'	142.37'
C5	400.00'	35°19'59"	246.67'	242.78'
C6	62.00'	52°20'05"	56.63'	54.68'
C7	225.00'	33°40'46"	132.26'	130.36'
C8	225.00'	14°07'14"	55.45'	55.31'
C9	500.00'	19°28'02"	169.88'	169.07'
C10	500.00'	14°22'00"	125.37'	125.05'
C11	25.00'	76°40'14"	33.45'	31.01'
C12	475.00'	13°19'46"	110.51'	110.26'
C13	525.00'	33°50'02"	310.02'	305.54'
C14	100.00'	143°17'05"	250.08'	189.82'
C15	375.00'	39°19'08"	257.34'	252.32'
C16	25.00'	116°55'18"	51.02'	42.61'
C17	475.00'	6°54'44"	57.31'	57.27'
C18	50.00'	143°17'05"	125.04'	94.91'
C19	425.00'	31°59'07"	237.25'	234.19'
C20	25.00'	124°51'59"	54.48'	44.32'
C21	375.00'	1°22'09"	8.96'	8.96'
C22	375.00'	19°39'13"	128.63'	128.00'
C23	375.00'	18°17'45"	119.75'	119.24'
C24	100.00'	10°23'11"	18.13'	18.10'

CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	CHORD
C25	100.00'	29°37'32"	51.71'	51.13'
C26	100.00'	29°37'32"	51.71'	51.13'
C27	100.00'	29°37'32"	51.71'	51.13'
C28	100.00'	29°37'32"	51.71'	51.13'
C29	100.00'	14°23'46"	25.13'	25.06'
C30	525.00'	6°05'08"	55.76'	55.73'
C31	525.00'	9°21'42"	85.78'	85.69'
C32	525.00'	9°21'42"	85.78'	85.69'
C33	525.00'	9°01'30"	82.70'	82.61'
C34	200.00'	16°23'02"	57.19'	57.00'
C35	200.00'	47°48'00"	166.85'	162.06'
C36	200.00'	31°24'58"	109.66'	108.29'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S73°51'27"W	13.54'
L2	N21°29'21"W	28.03'
L3	N00°51'34"E	49.67'
L4	S89°08'26"E	46.00'
L5	S00°51'34"W	49.67'
L6	N62°11'13"W	15.23'
L7	N63°11'53"W	59.55'
L8	N57°04'02"W	17.33'
L9	N57°04'02"W	62.40'
L10	N53°41'04"W	25.86'
L11	N53°41'04"W	30.16'
L12	N65°40'32"W	29.87'
L13	N65°40'32"W	42.99'
L14	N66°25'03"W	24.69'
L15	N66°25'03"W	74.67'
L16	S76°09'08"W	21.84'
L17	S76°09'08"W	47.21'
L18	S83°05'26"W	44.75'
L19	S83°05'26"W	49.67'
L20	S83°14'26"W	44.11'
L21	N77°54'39"W	26.85'
L22	N77°54'39"W	13.90'
L23	N82°40'56"W	70.11'
L24	N71°08'02"W	77.63'
L25	N71°08'02"W	8.67'
L26	N72°14'08"W	92.12'
L27	N73°38'47"W	79.91'
L28	N47°20'08"W	59.73'
L29	N47°20'08"W	4.16'
L30	N45°23'44"W	41.38'
L31	N20°00'22"W	25.19'
L32	N12°51'08"E	62.36'
L33	N16°41'58"E	43.85'
L34	N38°48'54"E	45.09'
L35	N58°30'25"E	48.66'
L36	N58°30'25"E	22.17'
L37	N55°20'56"E	85.09'
L38	N57°03'24"E	89.03'
L39	N57°03'24"E	2.01'
L40	N51°19'10"E	108.67'
L41	N56°07'47"E	13.26'
L42	N56°07'47"E	59.52'
L43	N55°20'26"E	35.52'
L44	N55°20'26"E	53.61'
L45	N55°18'19"E	41.41'
L46	N55°18'19"E	60.08'
L47	N44°45'39"E	30.34'
L48	N44°45'39"E	56.95'
L49	N50°46'01"E	33.87'
L50	N50°46'01"E	37.83'
L51	N53°26'27"E	52.24'
L52	N53°26'27"E	42.11'
L53	N55°52'16"E	64.80'
L54	N55°52'16"E	63.05'
L55	N56°39'58"E	55.80'
L56	N56°39'58"E	14.34'
L57	N72°06'46"E	79.46'
L58	N79°42'21"E	26.40'
L59	N79°42'21"E	32.29'
L60	N83°08'27"E	86.70'
L61	N49°49'19"W	451.23'
L62	S87°58'41"W	3.25'
L63	N87°58'41"E	17.25'
L64	N49°49'19"W	27.30'

THE STATE OF FLORIDA MAY OWN OR CLAIM TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE WHICH MAY AFFECT THE LOCATION OF THE BOUNDARY LINE OF PROPERTY FRONTING THE LAKE.

APPROXIMATE LOCATION OF THE 98.4' NORMAL HIGH WATER LINE (SEE NOTES)

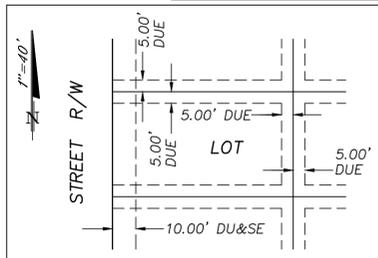
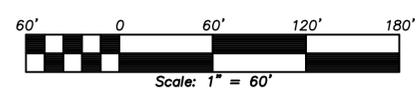
JOHNS LAKE

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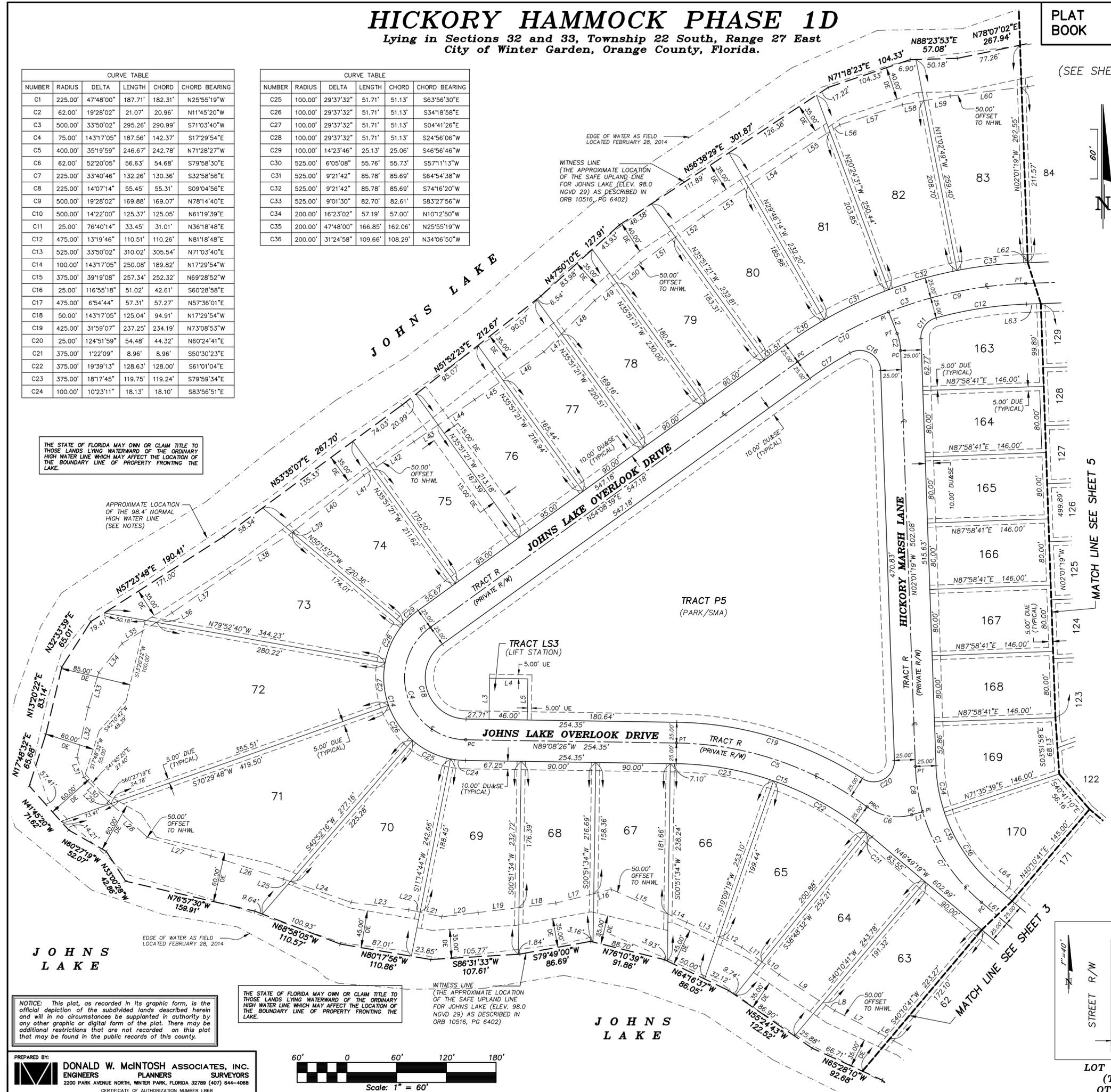
THE STATE OF FLORIDA MAY OWN OR CLAIM TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE WHICH MAY AFFECT THE LOCATION OF THE BOUNDARY LINE OF PROPERTY FRONTING THE LAKE.

WITNESS LINE (THE APPROXIMATE LOCATION OF THE SAFE UPLAND LINE FOR JOHNS LAKE (ELEV. 98.0 NGVD 29) AS DESCRIBED IN ORB 10516, PG 6402)

PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER LB68



LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)



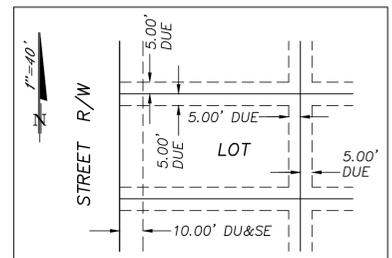
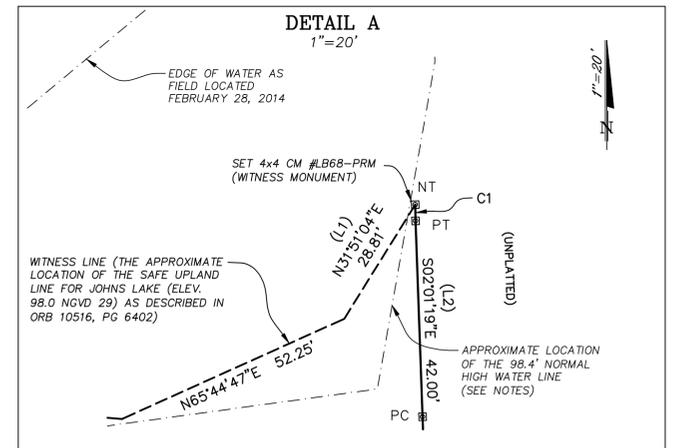
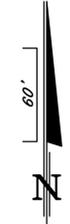
HICKORY HAMMOCK PHASE 1D

Lying in Sections 32 and 33, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK

PAGE

SHEET 5 OF 6
(SEE SHEET 1 FOR LEGEND & NOTES)

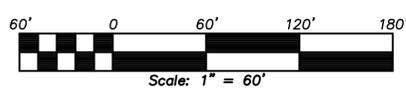


LOT EASEMENTS DETAIL
(TYPICAL UNLESS OTHERWISE SHOWN)

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	163.00'	1°13'37"	3.49'	3.49'	S01°24'31"E
C2	163.00'	19°12'41"	54.65'	54.40'	S11°37'40"E
C3	87.00'	19°12'41"	29.17'	29.03'	S11°37'40"E
C4	88.52'	42°12'00"	65.20'	63.74'	N70°55'19"W
C5	169.31'	47°48'00"	141.25'	137.19'	N25°55'19"W
C6	194.31'	47°48'00"	162.10'	157.44'	S25°55'19"E
C7	25.00'	90°00'00"	39.27'	35.36'	S47°01'19"E
C8	30.00'	90°00'00"	47.12'	42.43'	S42°58'41"W
C9	25.00'	90°00'00"	39.27'	35.36'	N42°58'41"E
C10	144.31'	47°48'00"	120.39'	116.93'	N25°55'19"W
C11	63.52'	42°12'00"	46.79'	45.74'	N70°55'19"W
C12	194.31'	12°32'17"	42.52'	42.44'	S43°33'10"E
C13	194.31'	17°37'51"	59.79'	59.56'	S28°28'06"E
C14	194.31'	17°37'51"	59.79'	59.56'	S10°50'15"E
C15	144.31'	14°51'18"	37.41'	37.31'	N09°26'58"W
C16	144.31'	32°56'42"	82.98'	81.84'	N33°20'58"W
C17	163.00'	4°07'07"	11.72'	11.71'	S19°10'27"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N31°51'04"E	28.81'
L2	S02°01'19"E	42.00'
L3	N87°58'41"E	50.00'
L4	N87°58'41"E	1.79'
L5	N83°08'27"E	7.48'
L6	N79°53'58"E	83.37'
L7	N79°53'58"E	16.00'
L8	N80°28'21"E	74.80'
L9	N80°28'21"E	24.27'
L10	N82°34'27"E	66.23'
L11	N82°34'27"E	32.49'
L12	N81°12'53"E	58.05'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L13	N81°12'53"E	40.86'
L14	S80°46'16"E	50.39'
L15	S80°46'16"E	43.78'
L16	S83°22'24"E	47.60'
L17	S83°22'24"E	44.45'
L18	S83°09'42"E	46.61'
L19	S83°09'42"E	56.83'
L20	S83°25'45"E	34.23'
L21	S83°25'45"E	16.12'
L22	N82°12'34"E	81.17'
L23	N02°01'19"W	55.00'



PREPARED BY:
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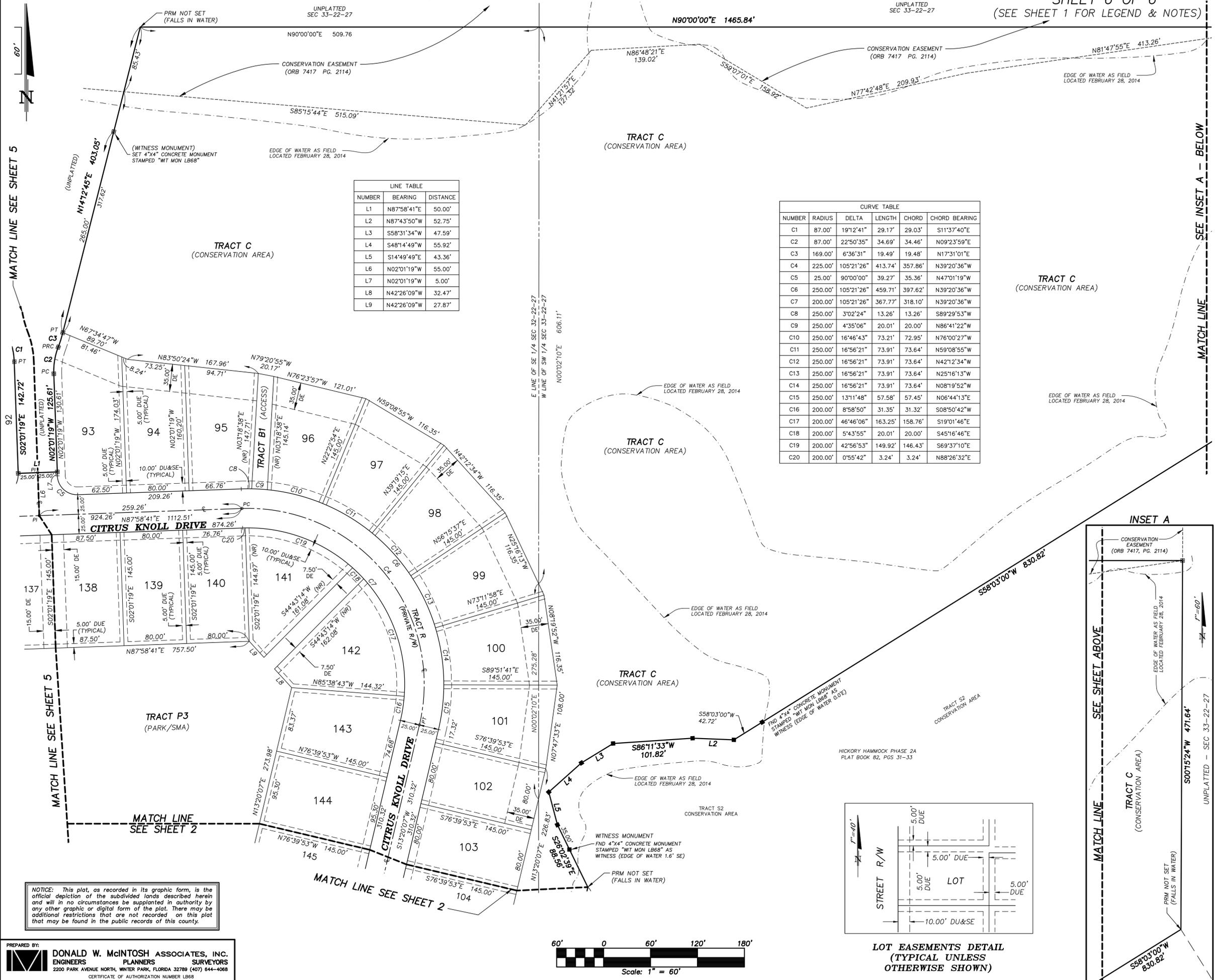
HICKORY HAMMOCK PHASE 1D

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PLAT BOOK

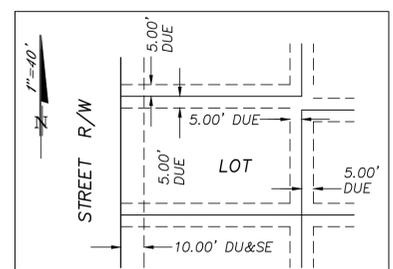
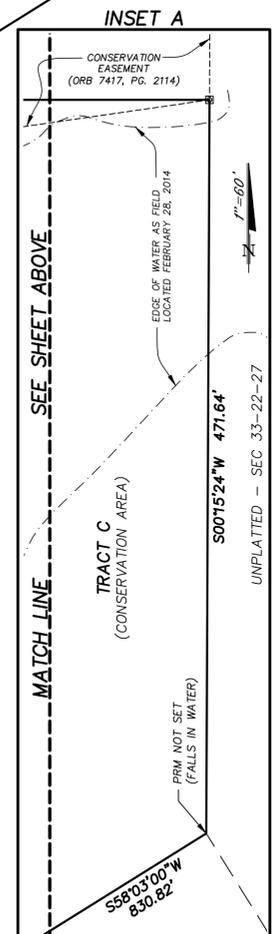
PAGE

SHEET 6 OF 6
(SEE SHEET 1 FOR LEGEND & NOTES)



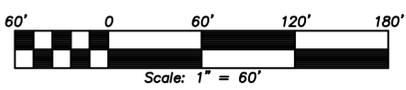
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N87°58'41"E	50.00'
L2	N87°43'50"W	52.75'
L3	S58°31'34"W	47.59'
L4	S48°14'49"W	55.92'
L5	S14°49'49"E	43.36'
L6	N02°01'19"W	55.00'
L7	N02°01'19"W	5.00'
L8	N42°26'09"W	32.47'
L9	N42°26'09"W	27.87'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	87.00'	19°12'41"	29.17'	29.03'	S11°37'40"E
C2	87.00'	22°50'35"	34.69'	34.46'	N09°23'59"E
C3	169.00'	6°36'31"	19.49'	19.48'	N17°31'01"E
C4	225.00'	105°21'26"	413.74'	357.86'	N39°20'36"W
C5	25.00'	90°00'00"	39.27'	35.36'	N47°01'19"W
C6	250.00'	105°21'26"	459.71'	397.62'	N39°20'36"W
C7	200.00'	105°21'26"	367.77'	318.10'	N39°20'36"W
C8	250.00'	3°02'24"	13.26'	13.26'	S89°29'53"W
C9	250.00'	4°35'06"	20.01'	20.00'	N86°41'22"W
C10	250.00'	16°46'43"	73.21'	72.95'	N76°00'27"W
C11	250.00'	16°56'21"	73.91'	73.64'	N59°08'55"W
C12	250.00'	16°56'21"	73.91'	73.64'	N42°12'34"W
C13	250.00'	16°56'21"	73.91'	73.64'	N25°16'13"W
C14	250.00'	16°56'21"	73.91'	73.64'	N08°19'52"W
C15	250.00'	1°31'148"	57.58'	57.45'	N06°44'13"E
C16	200.00'	8°58'50"	31.35'	31.32'	S08°50'42"W
C17	200.00'	46°46'06"	163.25'	158.76'	S19°01'46"E
C18	200.00'	5°43'55"	20.01'	20.00'	S45°16'46"E
C19	200.00'	42°56'53"	149.92'	146.43'	S69°37'10"E
C20	200.00'	0°55'42"	3.24'	3.24'	N88°26'32"E



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ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 6, 2014 **Meeting Date:** November 13, 2014

Subject: 591 Susan B Britt Court
Tierra, Inc. – Site Plan
PARCEL ID# 13-22-27-0895-00-140

Issue: The applicant has submitted for Site Plan review to construct a 13,576 s.f. office/laboratory on the existing vacant 2.21 acre site.

Discussion:
The proposed site plan meets the requirements and has been approved by the Development Review Committee.

Recommended Action:
Staff recommends approval of the proposed Site Plan.

Attachment(s)/References:

Location Map
DRC Report
Engineering Plan



Legend



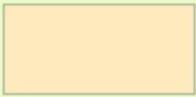
NOT TO SCALE



Subject Property



Orange County



Winter Garden

Crown Point Cross Rd

Susan B Britt Ct

Crown Park Cir

Victory Ln

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

300 West Plant Street - Winter Garden, Florida 34787-3011

(407) 656-4111

MEMORANDUM

TO: ED WILLIAMS, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: SEPTEMBER 9, 2014
SUBJECT: TIERRA INC. – SITE PLAN REVIEW
(591 SUSAN B BRITT COURT – 2.1+/- ACRES)

Pursuant to your request, we have reviewed the site plan dated 8/05/14 for compliance with the City's stormwater and site requirements. This plan proposes a 13,576 s.f. office/laboratory on the existing vacant site, with associated parking, stormwater and utility improvements on the 2.21 acre site.

ENGINEERING

1. Planning Department shall review and comment on proposed use, parking count, setbacks, open space, landscaping, buffering, lighting and signage requirements.
2. See Public Services comments.
3. There is what appears a swale or depression along the east side of the site. Is there a purpose for this, or is the intent of the grading plan to have it filled in?
4. All public improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the contractor prior to issuance of certificate of occupancy. Extend sidewalk to full frontage of lot.
5. All on-site utilities shall be privately owned and maintained. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits or issuance of site or building permits. Meter sizes shall be provided for review by the Utilities Department for verification of impact fees at time of Building Permit application. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits or exemptions have been issued.
6. All irrigation shall be designed to be connected to reclaimed water mains. Any irrigation lines within City R/W shall be purple in color. All points of connection to reclaimed or potable water mains shall have appropriate meters, backflow preventors, etc. All irrigation mains within the City's R/W under the pavement shall be encased within a sleeve.
7. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that FDOT sight distance requirements are being met - show sight triangles on the plans.
8. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
9. Permits or exemptions from SJRWMD (ERP modification), and FDEP (water, wastewater and NPDES) are required prior to site plan approval.

PLANNING

10. Landscaping – please provide a hedge along the front of the property that is 3 feet tall at time of planting and spaced 36 inches on center. In addition, all other shrubs (sweet viburnum) shall be 3 feet tall at time of planting.
11. The parking lot island behind the building shall have a hedge installed consistent with the other landscape islands.
12. The maximum fence height allowed in the front yard is 3 feet. In order to have a 6 foot tall fence, you must submit for a variance to Section 118-1297(a)(1).
13. Vinyl coated fencing is allowed; however, no fabric can be used to provide privacy. If you would like to prevent the public from viewing inside the fence, please install metal slats.
14. No outdoor storage is allowed. All equipment shall be stored inside. No semi-truck parking is allowed at this site.

PUBLIC SERVICES

15. Extend the sidewalk in the right of way to the north property line.
16. Where is the ADA accessible route from the right of way to the building?
17. Please relocate the dumpster. Please ensure that it is in line with the drive isle.
18. Shouldn't the property have more drainage inlets?
19. Install a sewer cleanout at the back of the right of way line. Please see city details.
20. All on site utilities shall be private. The city will not maintain any of the onsite utilities.
21. Please provide more detail on the 2" domestic water connection and the 6" fire tap. These connections should be separate.
22. Please include the city detail sheets with your next submittal.
23. Street lights shall be installed internal to the development pursuant to City Code meeting dark skies requirements (Code Section 118-1536(k)).
24. The following are the proposed utility impact fee calculations for this project. These fees are based on the proposed water and irrigation meters shown on the plans. The plans call out a two inch potable water meter and one (1) - one inch irrigation meter. Payment of the Utility Impact Fees is due at the time of FDEP Permit Application or Building Permit Application.
25. Water Impact Fee: $\$8,688.00 \times 1 \text{ meter} = \$8,688.00$
Sewer Impact Fee: $\$14,136.00 \times 1 \text{ meter} = \$14,136.00$
Irrigation Impact Fee: $\$2,715.00 \times 1 \text{ meter} = \$2,715.00$
Total Utility Impact Fee = $\$25,539.00$

BUILDING

26. No comments.

FIRE

27. Any commercial building over 6000 sq. ft. shall be provided with a Fire Sprinkler System and a monitored Fire Alarm System.
28. Fire Department Connections shall be a minimum of 40 ft. off the building. Fire Hydrants shall be no more than 150 ft. away from Fire Dept. Connections. Both FDC's and hydrants shall be on the same side of the road or driveway. Fire Lanes shall be established around Fire Dept. Connections.
29. Where Point of Service is established by the engineer of record, two sets of shop drawings and CD in PDF format will be required to be submitted to the building department for fire permitting purposes by licensed underground contractors with a Class V license.
30. If this commercial facility will have automatic gates that will be closed after hours, a Click-2-Enter device is highly recommended.

STANDARD GENERAL CONDITIONS

31. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
32. 5' wide (minimum) concrete sidewalks shall be constructed along all street frontages pursuant to City Code, and will be checked at final inspection. Any damaged, broken or incomplete sidewalks shall be replaced by the Owner/Contractor at the Owner/Contractor's expense.
33. Internal sidewalks shall connect to the public sidewalks in the right-of-way per ADA.
34. All work shall conform to City of Winter Garden standards and specifications.
35. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
36. 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.
37. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
38. 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.

39. 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 the building permit.

Additional comments may be generated at subsequent reviews.

END OF MEMORANDUM

SITE CONSTRUCTION PLAN

TIERRA, INC. – WINTER GARDEN OFFICE

LOT 14 – BRITT BUSINESS CENTER

August 4, 2014

LEGAL DESCRIPTION:
 LOT 14, BRITT BUSINESS CENTER NORTH PHASE 2, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 56, PAGE 110 THROUGH 113, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Zoning Data
 Existing Zoning – I2
 Building Setbacks
 Front Building Setback (Susan B. Britt Court) – 50 Feet
 Side Interior Lot 25 Feet (North & South Prop. Line)
 Rear Building Setback – 30' (East Property Line)
 Maximum Bldg. Height = 40 feet

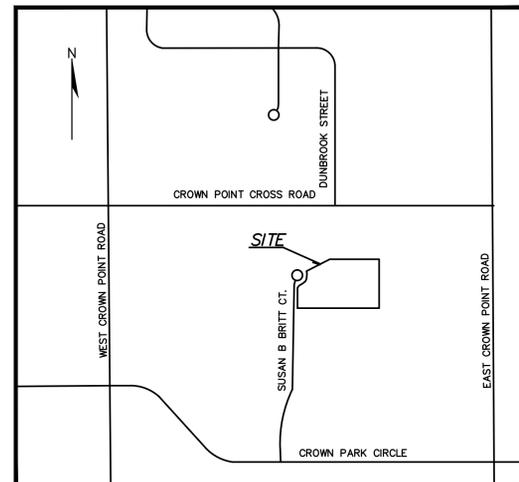
Proposed Site Data
 Total Site Area = +/-2.21 Acres
 Total Pavement & Sidewalk Area = 53,352 sf = 1.22 Ac
 Total Building Footprint Area = 7,433 sf = 0.17 Ac
 Total Impervious Area = 1.39 Acres
 Impervious Surface Ratio (ISR) = 1.39/2.21 = 63% < 80% OK

Proposed Building Data
 Gross Square Footage of Office/Laboratory Building = 12,226 sf
 Gross Square Footage of Storage Building = 1,320 sf
 Total GSF = 13,546 gsf = 0.311 ac
 Floor to Area Ratio (F.A.R.) = 0.311/2.21 = 14.1% < 50%

Parking Summary
Spaces Required
 Total Spaces Required = 3 spaces per 1000 sf of Office = 12,226 sf x 3 spaces per 1000 sf = 37 Spaces
75 Total Paved Parking Spaces Will be Provided
 (3 will be Handicap).

FDOT STANDARDS INDEX	
TITLE	Index Number
Baled Hay or Strw Barriers, ...	102
Struct. Bottoms, Type P	200
Supplementary Details ...	201
Ditch Bottom Inlets Types D, ...	232
Curb & Curb and Gutter	300
Curb Cut Ramps	304

KIRBY ENGINEERING, L.L.C. **JOHN R. KIRBY, P.E.**
 P. O. BOX 770669 WINTER GARDEN, FL 34777 (407) 877-9400
 FBPE CERTIFICATE OF AUTHORIZATION # 9738



LOCATION MAP

Parcel ID: 13-22-27-0895-00-014
 ADDRESS 591 SUSAN B. BRITT COURT

OWNER: JEFF BEGOVICH (407) 877-1354
 TIERRA, INC. jbegovich@tierraeng.com
 1133 CROWN PARK CIRCLE
 WINTER GARDEN, FLORIDA 34787

ENGINEER: KIRBY ENGINEERING, L.L.C. 407-877-9400
 JOHN KIRBY, P.E. 407-877-9983 (Fax)
 P. O. BOX 770669 jkwt1@earthlink.net

SURVEYOR: JIM RICKMAN (407) 654-5355
 ALLEN & COMPANY jim@allen-company.com
 16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787

GEOTECHNICAL: JEFF BEGOVICH (407) 877-1354
 TIERRA, INC. jbegovich@tierraeng.com
 1133 CROWN PARK CIRCLE
 WINTER GARDEN, FLORIDA 34787

ARCHITECT: MARK A. KAISER, AIA (407) 697-0336
 KMA DESIGN GROUP, LLC mkaiser@kmadg.com

THE CONTRACTOR SHALL ABIDE BY THE CONDITIONS AND RECOMMENDATIONS INDICATED IN THE GEOTECHNICAL REPORT PREPARED BY TIERRA, INC., DATED 7/28/14, PROJECT # 5511-14-013

ELEVATIONS ARE BASED ON ORANGE COUNTY VERTICAL DATUM, BENCHMARK REFERENCE L-238-009 HAVING AN ELEVATION OF 113.039'. (NGVD 1929)

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE SODDER UPON COMPLETION OF CONSTRUCTION.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE AS INDICATED BY GRADES AND FLOW ARROWS.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL TAKE EXTREME PRECAUTION BY VERIFYING ALL ELEVATIONS, STRUCTURE LOCATIONS, PAVEMENT TIE-INS, CONNECTION TO EXISTING UTILITIES, CONNECTION TO EXISTING STORM STRUCTURES, ETC., BASED ON THE FINDINGS THE CONTRACTOR MAY NEED TO MAKE ADJUSTMENTS IN ORDER TO MEET THE PLAN INTENT.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES, STACKED HAY BALES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STD. INDEX #102. THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN.
- REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
- FILL TO BE PLACED AND COMPACTED TO A MINIMUM 98% MAXIMUM DENSITY (PER AASHTO T-180)
- JOHN KIRBY, CONSULTING ENGINEER, SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- ALL PAVEMENT SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.50% AND SHALL DRAIN POSITIVELY TO AREAS INDICATED.
- CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
- CONTRACTOR SHALL PROVIDE JOHN KIRBY, KIRBY ENGINEERING, WITH AS-BUILT INFORMATION ON THE FOLLOWING: LOCATIONS AND INVERTS OF ALL UTILITIES AND STORM STRUCTURES; AND PAVEMENT LOCATIONS AND GRADES.
- IF DEWATERING IS NECESSARY THE CONTRACTOR SHALL NOTIFY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO DETERMINE IF A PERMIT WILL BE REQUIRED.
- THE EROSION & SEDIMENT CONTROL MEASURES DELINEATED ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS SHALL BE UTILIZED AS NEEDED.
- TRENCH BACKFILL SHALL MEET FDOT REQUIREMENTS FOR CLEAN SELECT BACKFILL.
- ALL CONSTRUCTION ACTIVITY SHALL CONFORM TO THE STORMWATER MANAGEMENT ORDINANCE OF THE CITY OF WINTER GARDEN. SEE CHAPTER 106 OF THE CITY CODE.
- NOTE: NO HARD WOOD TREES MAY BE PLANTED OVER OR WITHIN 5 FEET OF UTILITY LINES. ONLY SOD OR SHRUBS MAY BE PLANTED OVER UTILITY LINES.
- NOTE: MEETING ALL PROVISIONS OF ADA AND THE FLORIDA ACCESSIBILITY CODE IS THE RESPONSIBILITY OF THE OWNER, DESIGN ENGINEER AND CONTRACTOR.
- NOTE: PRIOR TO ANY UNDERGROUND EXCAVATION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) AT (800) 432-4770 TO LOCATE ANY OR ALL UNDERGROUND UTILITIES WITHIN RIGHT-OF-WAYS OR PRIVATE PROPERTIES. (CHAPTER 556, F.S.)
- ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED. THE CITY WILL NOT MAINTAIN ANY OF THE ONSITE UTILITIES.
- PROPOSED DUMPSTER ENCLOSURE, MONUMENT SIGN AND CHAIN LINK FENCING TO BE PERMITTED AND REVIEWED SEPARATELY THRU THE CITY OF WINTER GARDEN BUILDING DEPARTMENT.
- NO OUTDOOR STORAGE IS ALLOWED. ALL EQUIPMENT SHALL BE STORED INSIDE. NO SEMI-TRUCK PARKING IS ALLOWED AT THIS SITE.
- ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, PAVEMENT, OR CURBS, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN OR CRACKED SECTIONS SHALL BE REPLACED BY THE CONTRACTOR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

FIRE SERVICE: CITY OF WINTER GARDEN
 171 E. PALMETTO STREET
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4689

STORM WATER: CITY OF WINTER GARDEN
 265 LAKEVIEW ROAD
 WINTER GARDEN, FL 34787
 TEL. (407) 656-2256

REUSE: CITY OF WINTER GARDEN
 8 N. HIGHLAND AVENUE
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4100

SANITARY SEWER: CITY OF WINTER GARDEN
 8 N. HIGHLAND AVENUE
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4100

WATER: CITY OF WINTER GARDEN
 8 N. HIGHLAND AVENUE
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4100

POWER: DUKE ENERGY
 452 E. CROWN POINT ROAD
 WINTER GARDEN, FL 34787
 (407) 905-3300

TELEPHONE: CENTURY LINK
 P.O. BOX 770339
 WINTER GARDEN, FL 34777-0339
 407-814-5310

CABLE: MR. MARVIN USRY
 BRIGHT HOUSE NETWORK
 844 MAGUIRE ROAD
 OCOEE, FL 34761
 (407) 532-8511

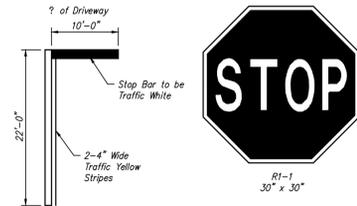
GAS: LAKE APOPKA NATURAL GAS
 1320 VINELAND ROAD
 WINTER GARDEN, FL 34787
 TEL. (407) 656-2734

INDEX OF SHEETS

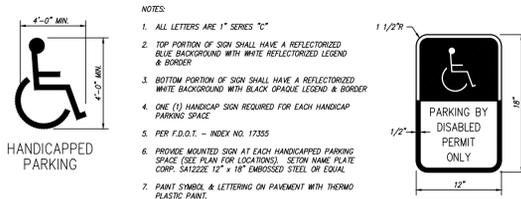
SHEET TITLE	No.
Cover Sheet	C1
Geometry, Striping, & Hardscape Plan	C2
Paving & Drainage Plan	C3
Grading Plan	C4
Storm Water Pollution Prevention	C5
Water, Wastewater & Reuse Service Plan	C6
City Standard Notes for Utilities Systems	C7
City Standard Details	C8
Landscape & Fencing Plan	L1
Site Lighting-Photometric Plan	LT1

KELLC JOB # 2014-07 REVISED 10/22/14

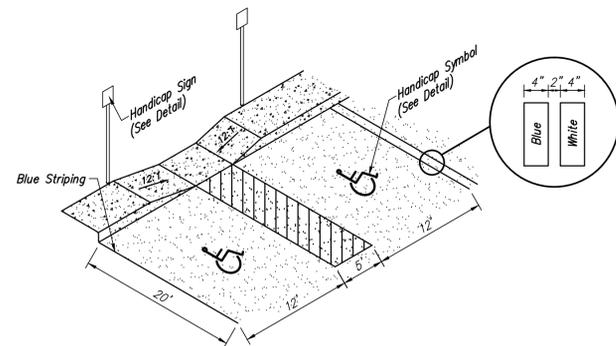
John R. Kirby, P.E.; Lic. No. 0041957



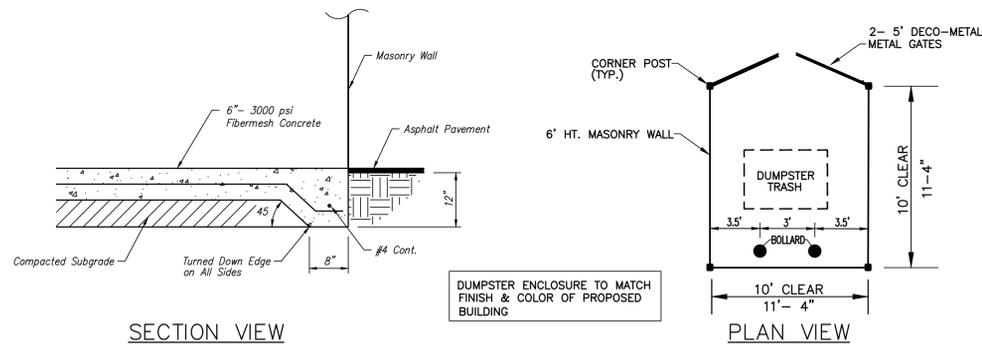
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N.T.S.



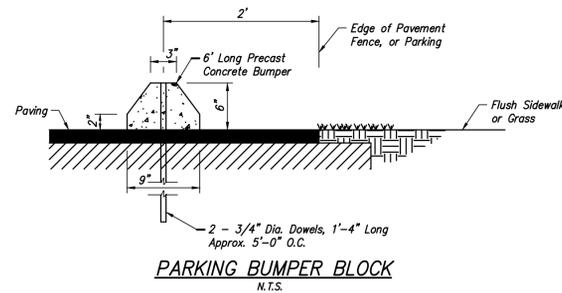
HANDICAPPED PARKING
N.T.S.



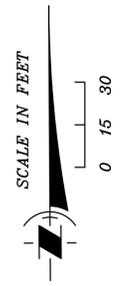
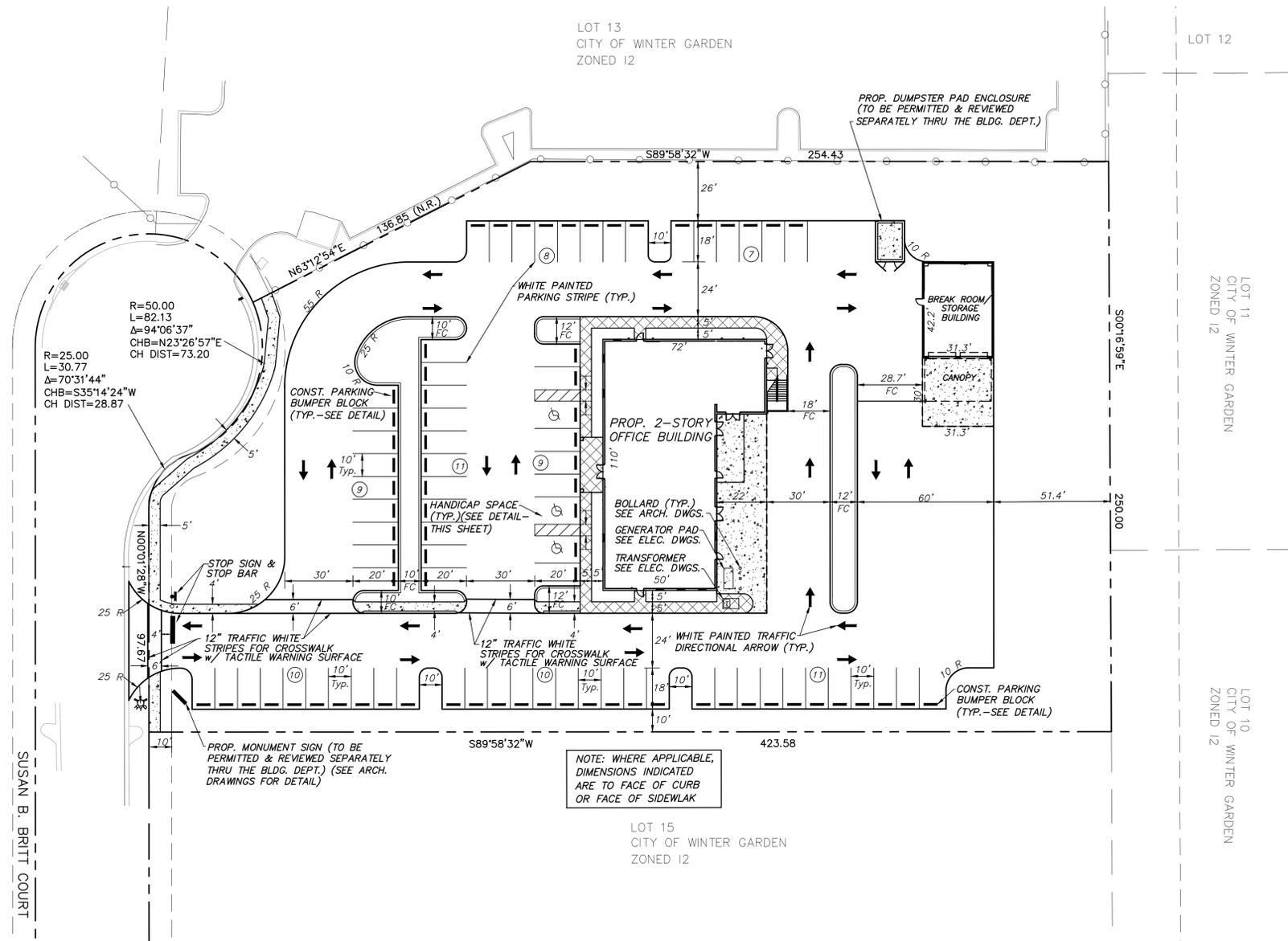
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DUMPSTER DETAIL
N.T.S.



PARKING BUMPER BLOCK
N.T.S.



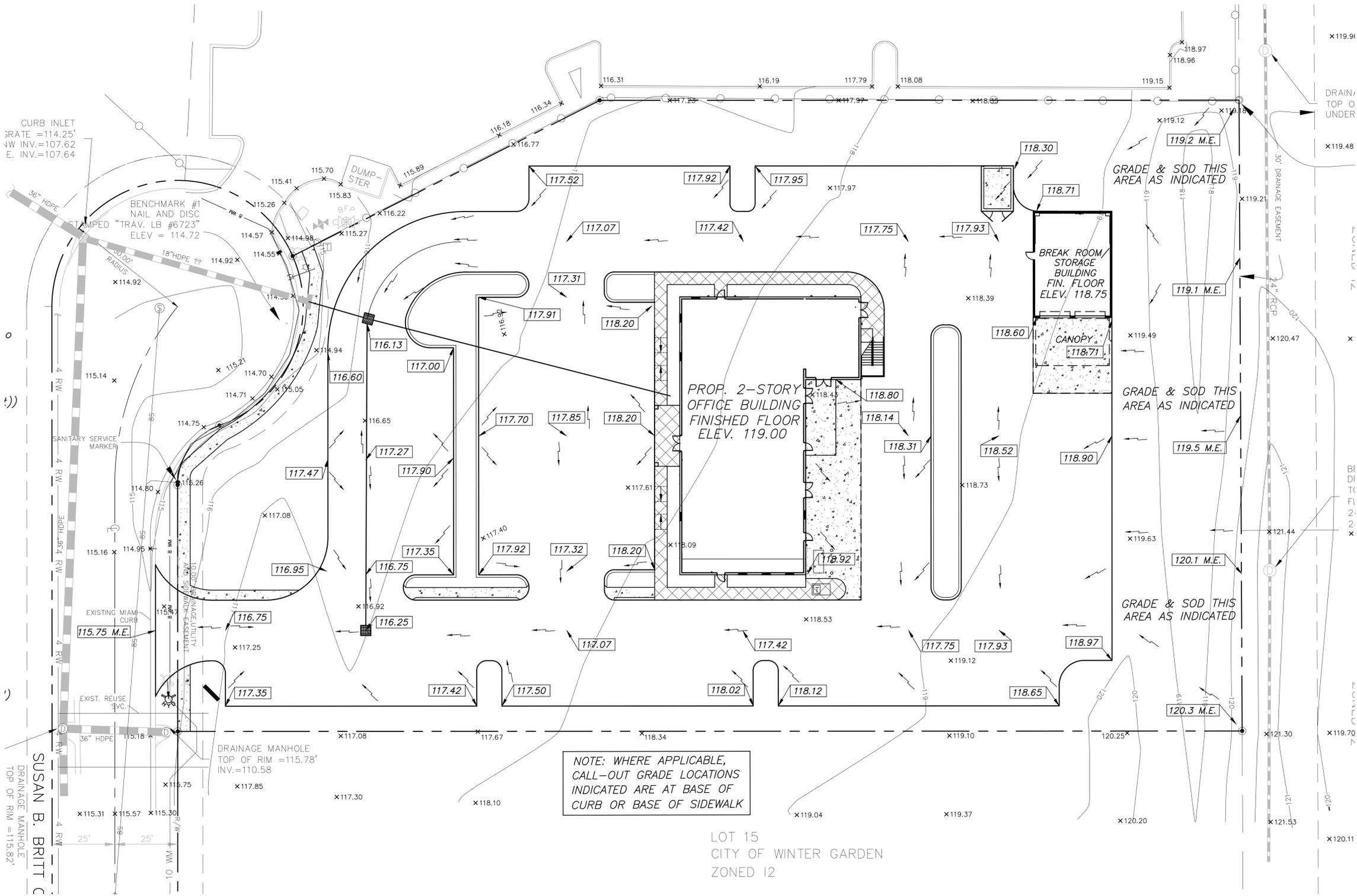
NO.	DATE	REVISIONS
1	9-17-14	Revised per 9-14 CWG-DRC Comments
2	10-15-14	Revised Island and Sidewalk to Account for Generator & Transformer
3	10-20-14	Revised Crosswalk & Dumpster per CWG/PS

GEOMETRY, STRIPING, & HARDSCAPE PLAN
FOR TERRA, INC. - WINTER GARDEN OFFICE

KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

- NOTES:**
- ALL LANDSCAPING AND SITE WALLS OR ANY OTHER INCIDENTAL ITEMS SHALL MEET THE SITE DISTANCE REQUIREMENTS OF FDOT INDEX 546 AND 544.
 - ALL SIGNAGE, PAVEMENT MARKINGS, AND STRIPING SHALL CONFORM TO FDOT INDEX # 17346.

JK DESIGNED
JK DRAWN
8/4/14 DATE
C2 SHEET



LOT 15
CITY OF WINTER GARDEN
ZONED I2

NOTE: WHERE APPLICABLE,
CALL-OUT GRADE LOCATIONS
INDICATED ARE AT BASE OF
CURB OR BASE OF SIDEWALK

GRADING NOTES
1. CONTRACTOR TO ENSURE POSITIVE DRAINAGE OF ALL PAVEMENT AREAS TO INLETS AS INDICATED.

LEGEND	
Existing Grade	x 79.3
Existing Contours	109
Prop. Concrete	[Pattern]
Prop. Flow Arrow	[Arrow]
Prop. Grade Elev.	[111.60]

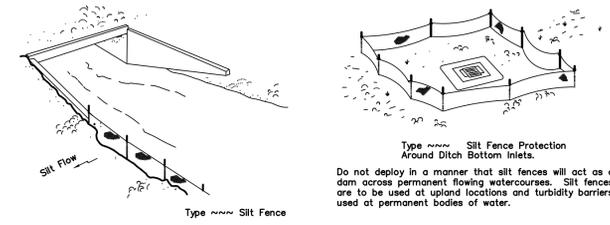
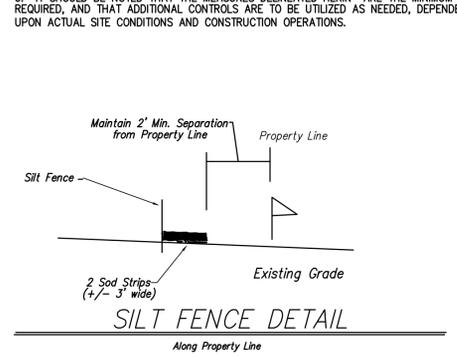
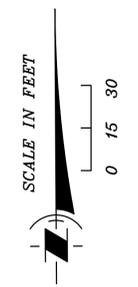
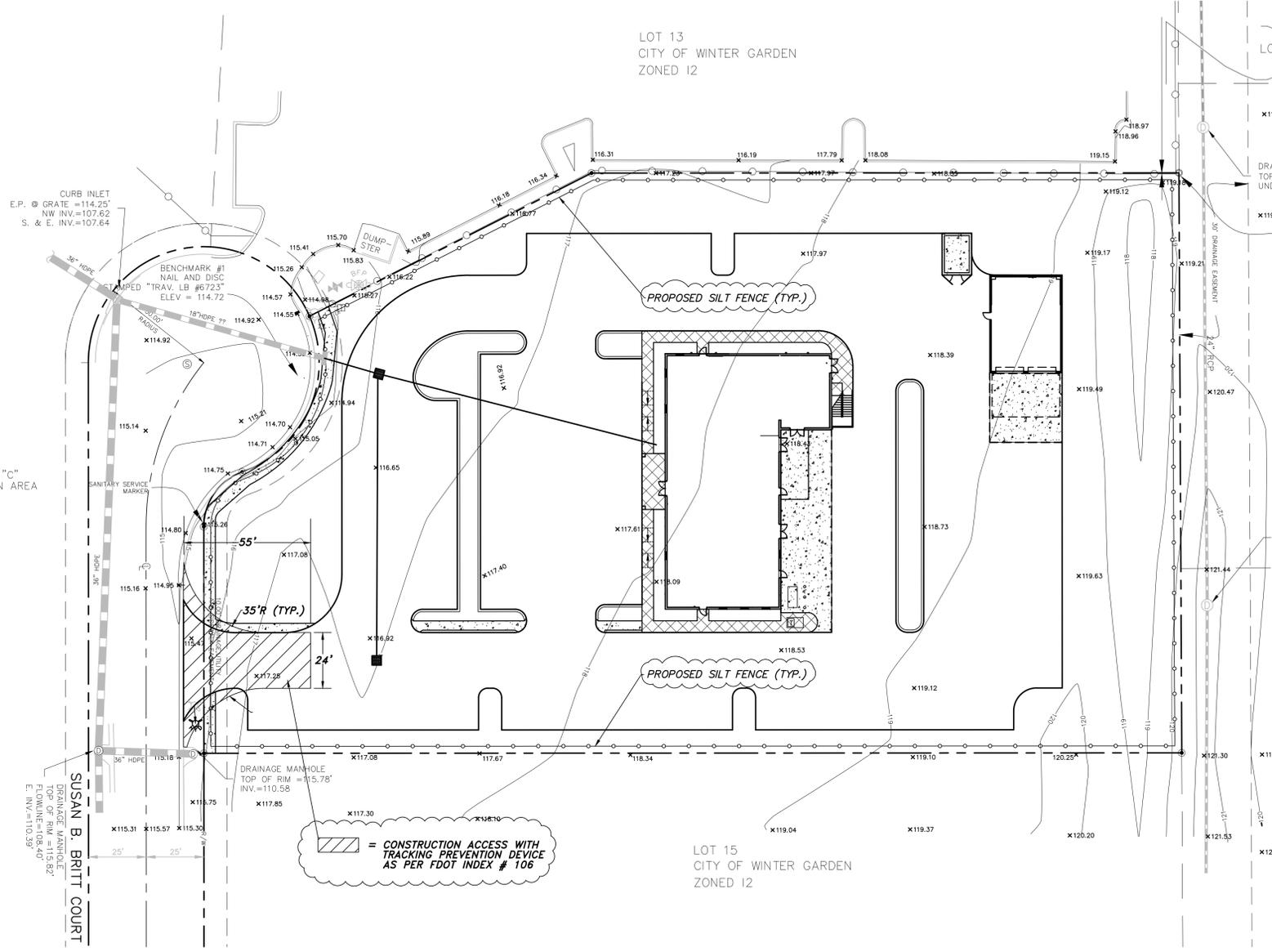
KIRBY ENGINEERING, L.L.C. JOHN R. KIRBY, P.E. 407-877-9400	NO.	DATE	REVISIONS
GRADING PLAN FOR TIERRA, INC. - WINTER GARDEN OFFICE			JK DESIGNED
			JK DRAWN
			8/4/14 DATE
			C4 SHEET

STORMWATER POLLUTION PREVENTION PLAN REQUIREMENTS (SWPPP)
62-621-300(4), F.A.C.

- Contractor shall file a FDEP Notice Of Intent To Use Generic Permit For Stormwater Discharge From Large Construction Activities per F.A.C. 62-621-300
- Contractor shall provide City of Ocoee/St. Johns River Water Management District/Florida Department of Environmental Protection and any other applicable regulatory agency the contractor's stormwater pollution prevention plan (SWPPP) which shall reflect the order, means and methods by which the contractor proposes to apply best management practices to his construction process. The proposed SWPPP shall remain onsite and performed as approved.
- Contractor shall provide engineer, owner and Orange County EPD, City of Ocoee, and other applicable regulatory agencies an approved revised copy of the SWPPP from time to time whenever site conditions warrant per F.A.C. 62-621-300 and the permit conditions.
- CONTRACTOR SHALL PROVIDE:
 - Protection of preserved/conserved upland habitats during construction.
 - General and specific erosion control.
 - Protection of surface water quality during and after construction.
 - Control of wind erosion.
 - Sampling of drainage outfalls, recording of rainfall, record keeping on site, a trained inspector and all aspects of site monitoring per DEP Document No. 62-621.300(A) effective October 22, 2000 F.A.C. 62-621-300.
 - Water Quality Testing
 - Runoff Sampling
 - Rainfall Data
 - Inspection and maintenance of BMP's (Pest Management Practices)
- Contractor may utilize, but is not limited to the following best management practices. It should be noted that the measures identified on this plan are only suggest BMP's. The contractor shall provide pollution prevention and erosion control measures as specified in FDOT index #100 and as necessary for each specific application.
- GENERAL EROSION CONTROL:
 - General erosion control BMP's shall be employed to minimize soil erosion and potential lake/pond slope cave-ins. While the various techniques required will be site and plot specific, they should be employed as soon as possible during construction activities.
 - Cleared site development areas not continually scheduled for construction activities shall be covered with hay or overseeded and periodically watered sufficient to stabilize the temporary groundcover.
 - All grass slopes constructed steeper than 4H:1V shall be sodded as soon as practical after their construction.
 - Where required to prevent erosion from sheet flow across bare ground from entering a lake or swale, a temporary sediment sump shall be constructed. The temporary sediment sump shall remain in place until vegetation is established on the ground draining to the sump.
- PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION:
 - Surface water quality shall be maintained by employing the following BMP's in the construction planning and construction of all improvements.
 - Where practical, stormwater shall be conveyed by swales.
 - Erosion control measures shall be employed to minimize turbidity of surface waters located downstream of any construction activity. While the various measures required will be site specific, they shall be employed as needed in accordance with the following:
 - In general, erosion shall be controlled at the furthest practical upstream location.
 - Stormwater inlets shall be protected during construction. Protection measures shall be employed as soon as practical during the various stages of inlet construction. Silt barriers shall remain in place until sodding around inlets is complete.
 - Heavy construction equipment parking and maintenance areas shall be designed to prevent oil, grease, and lubricants from entering site drainage features including stormwater collection and treatment systems. Contractors shall provide broad dikes, hay bales or silt screens around, and sediment sumps within, such areas as required to contain spills of oil, grease or lubricants. Contractors shall be available, and shall use, absorbent filter pads to clean up spills as soon as possible after occurrence.
 - Silt barriers, any silt which accumulates behind the barriers, and any fill used to anchor the barriers shall be removed promptly after the end of the maintenance period specified for the barriers.
- CONTROL OF WIND EROSION:
 - Wind erosion shall be controlled by employing the following methods as necessary and appropriate:
 - Bare earth areas shall be watered during construction as necessary to minimize the transport of fugitive dust. It may be necessary to limit construction vehicle speed if bare earth has not been effectively watered. In no case shall fugitive dust be allowed to leave the site under construction.
 - As soon as practical after completion of construction, bare earth areas shall be vegetated.
 - At any time both during and after site construction that watering and/or vegetation are not effective in controlling wind erosion and/or transport of fugitive dust, other methods as are necessary for such control shall be employed. These methods may include erection of dust control fences.

EROSION & SEDIMENT CONTROL PLAN

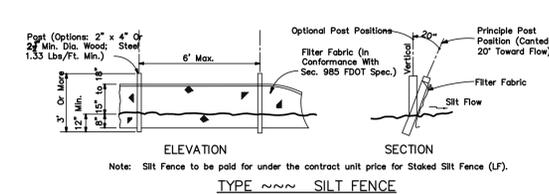
- EROSION AND WATER POLLUTION CONTROL TO BE PROVIDED IN ACCORDANCE WITH FDOT STANDARD INDEX NUMBER 102.
- THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING DRAINAGE SYSTEM AND ADJACENT WATER BODIES AND WETLANDS. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PERMIT REQUIREMENTS RELATED TO SUCH MEASURES. METHODS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, SILT BARRIERS OR SILT SCREENS. ANY MEASURES SHOWN OR DETAILED IN THESE DRAWINGS SHALL BE CONSIDERED MINIMUMS AND SHALL NOT ALLEVIATE CONTRACTOR FROM THE RESPONSIBILITY TO IMPLEMENT ANY MEASURES NECESSARY TO PROVIDE PROTECTION.
- THE STORMWATER MANAGEMENT FACILITIES SHALL BE CONSTRUCTED DURING THE BEGINNING OF CONSTRUCTION
- ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED, UNLESS INDICATED TO BE SODDED AFTER GRADING IS COMPLETED TO PREVENT EROSION.
- IT SHOULD BE NOTED THAT THE MEASURES DELINEATED HEREIN ARE THE MINIMUM REQUIRED, AND THAT ADDITIONAL CONTROLS ARE TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS.



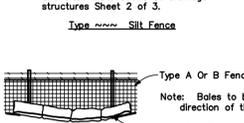
SILT FENCE APPLICATIONS



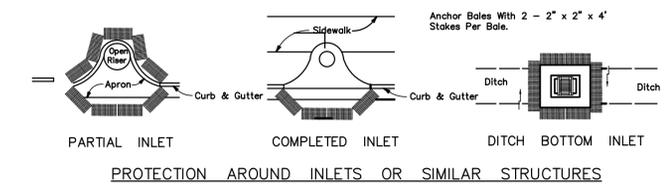
NOTE: All "Bales" or "Hay Bales" Indicated shall be Synthetic. Synthetic hay bales should be interlocking, have pre-made stake holes, are made of synthetic fibers (polypropylene, nylon, polyester) that meet the Environmental Protection Agency's TCLP standards, and produced into a filter medium with needle-punched fibers.



Note: Spacing for Type ~~~ Fence to be in accordance with Chart ~, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.



BALES BACKED BY FENCE



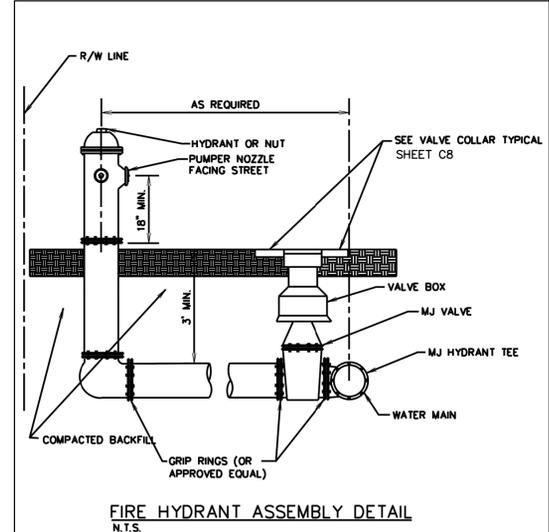
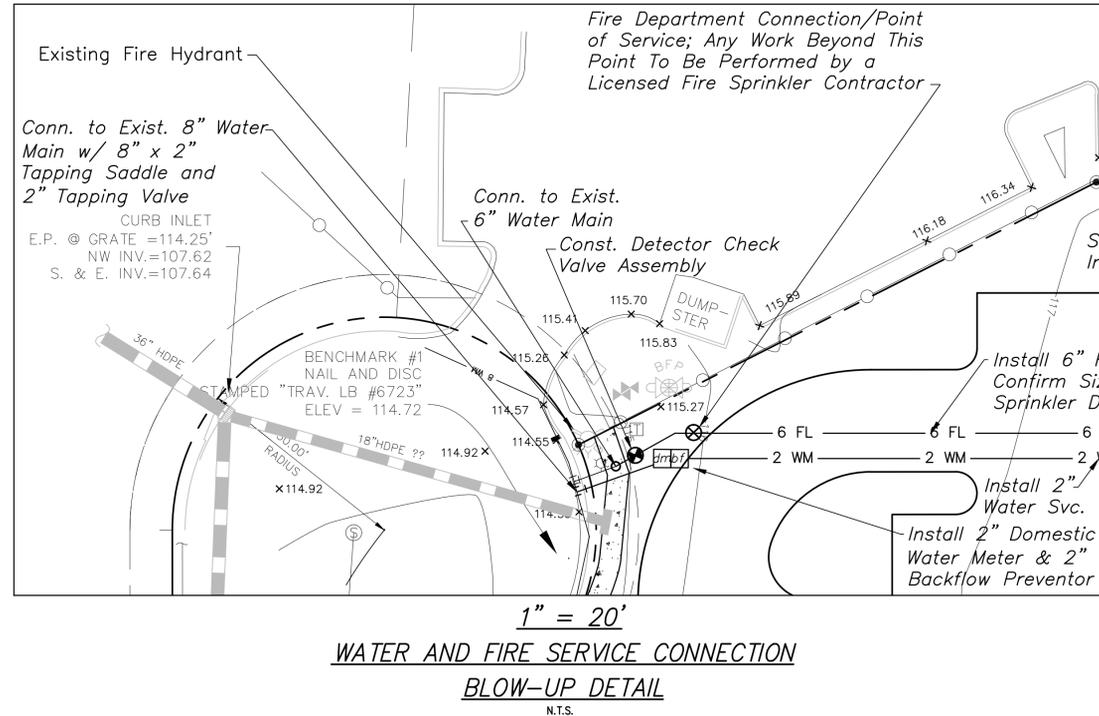
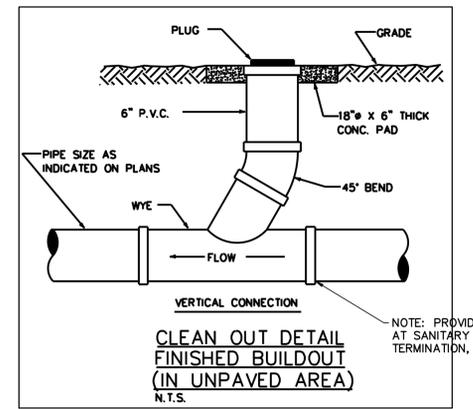
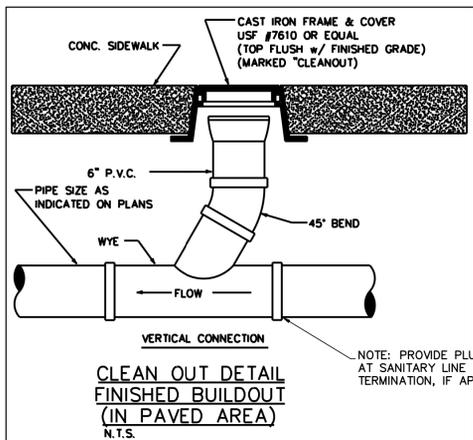
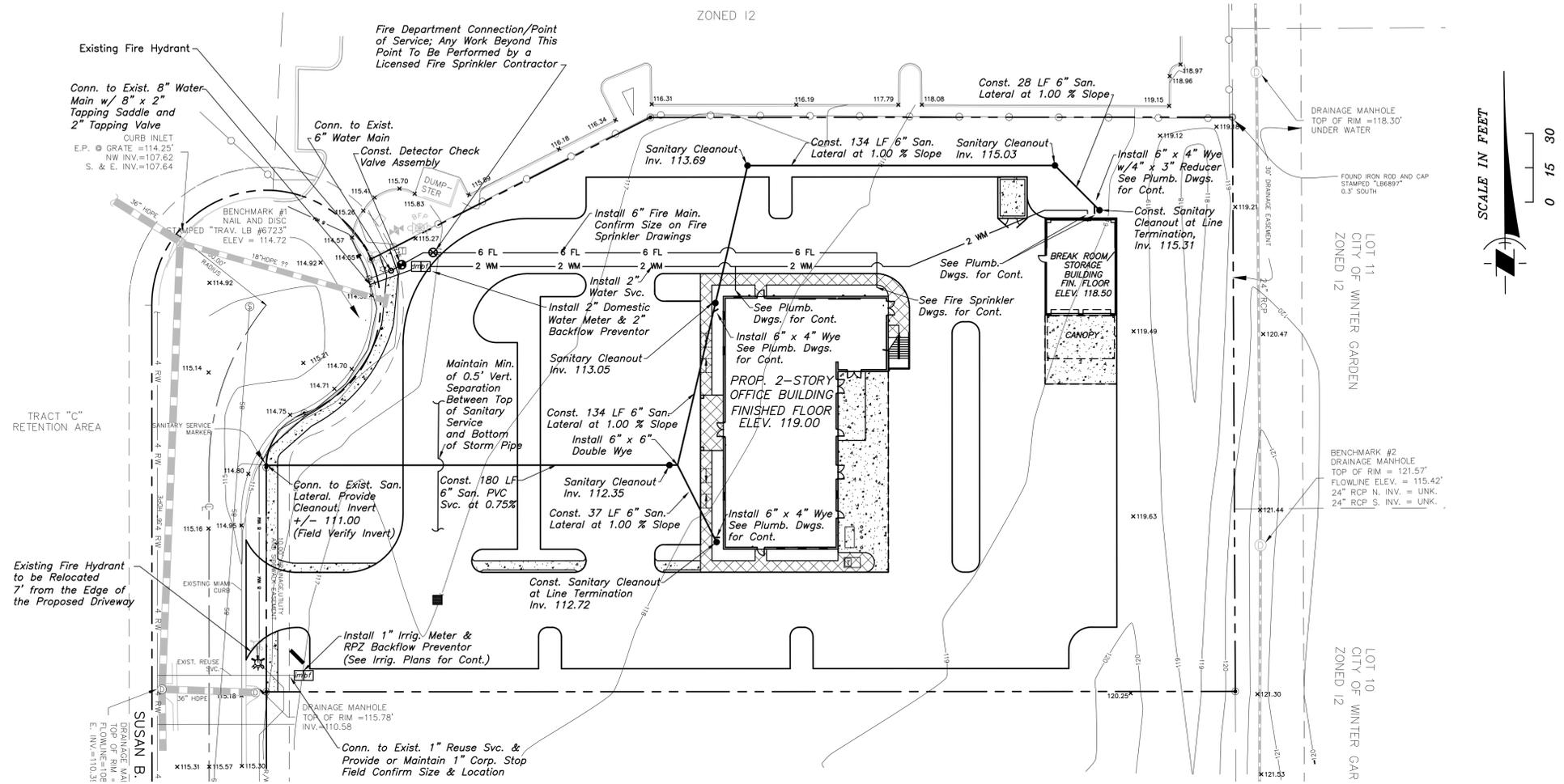
- SITE DATA**
- SITE AREA DISTURBED: +/- 2.2 ACRES
 - SITE LOCATION: SECTION 13, TOWNSHIP 22, RANGE 27
 - LOCATION: 591 SUSAN B. BRITT CT.; WINTER GARDEN, FLORIDA.
 - OUTFALL LOCATION: LATITUDE: N 28° 34' 43.8" LONGITUDE: W 81° 33' 49.2"

LEGEND	
Prop. Silt Fence	
Construction Access	

NO.	DATE	REVISIONS
STORM WATER POLLUTION PREVENTION PLAN FOR TIERRA, INC. - WINTER GARDEN OFFICE		
KIRBY ENGINEERING, L.L.C. JOHN R. KIRBY, P.E. 407-877-9400		
		JK DESIGNED
		JK DRAWN
	8/4/14 DATE	
	C5 SHEET	

UTILITY CONSTRUCTION NOTES:

- UNLESS OTHERWISE NOTED, WATER AND SEWER MAIN CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF WINTER GARDEN SPECIFICATIONS WHICH CONSIST OF:
CHAPTER 22 OF THE CODE OF ORDINANCES
CITY OF WINTER STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION, REVISED JUNE, 2014
CITY STANDARD DETAIL SHEETS
WHERE CONFLICTS EXIST, MORE STRINGENT CRITERIA GOVERNS
- UTILITIES SHOWN HEREIN WERE LOCATED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST, ABOVE AND BELOW GROUND.
- BEFORE DIGGING CALL:
LAKE APOPKA NATURAL GAS 407-656-2734
CITY OF WINTER GARDEN WATER 407-656-4100
CITY OF WINTER GARDEN SEWER 407-656-4100
SUNSHINE - 800-432-4770
- CONTRACTOR SHALL IMMEDIATELY NOTIFY JOHN KIRBY, KIRBY ENGINEERING, LLC, 407-877-9400 OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS & SPECIFICATIONS.
- NEW MAIN CONSTRUCTION SHALL NOT BE ALLOWED TO CONNECT TO THE CITY SYSTEM UNTIL BACTERIOLOGICAL AND PRESSURE TESTS ARE DONE. THE CONTRACTOR SHALL MAKE PROVISIONS TO ENSURE THAT THE EXISTING ACTIVE MAIN IS PROTECTED FROM BACKFLOW CONTAMINATION DURING FILLING, FLUSHING, TESTING AND MAINTAINING PRESSURE IN THE NEW PIPING, UNTIL A LETTER OF CLEARANCE IS OBTAINED FROM FDEP, BY UTILIZING A TYPICAL TEMPORARY JUMPER CONNECTION.
- ALL MAINS & SERVICES SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR TWO HOURS IN ACCORDANCE WITH CITY SPECS. & AWWA 605 & M23.
- CONTRACTOR SHALL PROVIDE JOHN KIRBY, KIRBY ENGINEERING, LLC WITH AS-BUILT INFORMATION ON THE WATER MAIN INCLUDING TEES, VALVES, AND BENDS.
- GRIP RINGS, OR MEGA LUGS IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE UTILIZED IF RESTRAINT IS NECESSARY. THRUST BLOCKING (AS PER CITY SPECS.) ALLOWED ONLY IF EITHER OF THE ABOVE IS NOT VIABLE.
- THE CONTRACTOR/OWNER TO PAY ALL REQUIRED CONNECTION, IMPACT FEES, METER FEES, CONNECTION FEES ETC... PRIOR TO CONNECTING TO THE CITY WATER AND WASTEWATER SYSTEM.
- CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR AS NECESSARY TO CONNECT TO THE CITY SYSTEM. ALL MATERIAL AND LABOR TO BE INSPECTED AND APPROVED BY CITY PERSONNEL.
- CITY CROSS-CONNECTION CONTROL DEPARTMENT TO VERIFY AND INSPECT AND APPROVE BACKFLOW PREVENTION DEVICES AND CONNECTION TO THE CITY SYSTEM.
- SEE SHEET C7 FOR FDEP REQUIREMENTS FOR SPECIFIC MAIN SEPARATION REQUIREMENTS.



NO.	DATE	REVISIONS
1	9-17-14	Revised per 9-9-14 CWC-DRC Comments
2	10-15-14	Added Water & Sewer Svc. to Rear Bldg.
3	10-30-14	Updated CWC Cleanout & Fire Hydrant Detail.

WATER, WASTEWATER, & REUSE SERVICE PLAN
FOR TIERRA, INC. - WINTER GARDEN OFFICE

KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

JK
DESIGNED
JK
DRAWN
8/4/14
DATE
C6
SHEET

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CITY OF WINTER GARDEN - GENERAL NOTES:

- ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION FOR THE CITY OF WINTER GARDEN. TO BE REFERRED TO AS MSS/CWG, THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.
- THE CITY OF WINTER GARDEN GENERAL NOTES AND DETAILS ARE PROVIDED FOR THE CONVENIENCE OF FIELD PERSONNEL. THEY DO NOT INCLUDE ALL REQUIREMENTS OF THE MSS/CWG. THE CONTRACTOR SHALL REFER TO THE FULL TEXT OF THE MSS/CWG FOR FURTHER DETAIL AND CLARITY WHEN NEEDED.
- ANY REQUEST FOR VARIANCE OR NONCOMPLIANCE FROM THE MSS/CWG NOTED ABOVE MUST BE APPROVED BY THE CITY ENGINEER OR UTILITIES DIRECTOR.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN CLOSE PROXIMITY TO WATER, WASTEWATER, RECLAIMED WATER AND OTHER UTILITY SYSTEMS. THE CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS WITH RESPECTIVE UTILITY OWNERS AND/OR CALL "SUNSHINE ONE CALL", 1-800-432-4770 A MINIMUM OF 72 HOURS IN ADVANCE.
- CONTRACTOR'S DAMAGE OF WINTER GARDEN UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND REPORT DAMAGE TO THE CITY OF WINTER GARDEN UTILITY DIVISION. (NO MESSAGE) PHONE # 407-656-4100.
- IMMEDIATELY REPAIR OF DAMAGED UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE TO THE CITY OF WINTER GARDEN UTILITY SYSTEM AS REQUIRED BY THE UTILITY OWNER AT CONTRACTOR'S COST. IN CASE OF UNRESPONSIVE ACTION BY THE CONTRACTOR, THE CITY RESERVES THE RIGHT TO REPAIR DAMAGE. THE CONTRACTOR SHALL REIMBURSE THE CITY OF WINTER GARDEN OF ALL REPAIR COSTS.
- ADVANCE NOTIFICATION OF CONSTRUCTION: THE CONTRACTOR SHALL NOTIFY CITY OF WINTER GARDEN, UTILITY DIVISION, PH# 407-656-4100, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- ADVANCE NOTIFICATION OF UTILITY CONNECTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST SEVEN CALENDAR DAYS IN ADVANCE TO SCHEDULE CONNECTIONS TO UTILITY SYSTEM.
- UTILITY VALVE OPERATION: ONLY CITY OF WINTER GARDEN UTILITY PERSONNEL SHALL OPERATE VALVES AND FIRE HYDRANTS. THE CONTRACTOR, WHEN NEEDED, SHALL CALL THE CITY TO REQUEST VALVE OPERATIONS AT LEAST TWO (2) DAYS IN ADVANCE OF CONSTRUCTION WORK.
- OPERATIONS INVOLVING WATER OR WASTEWATER FACILITIES INCLUDING PUMPING STATIONS: THE CONTRACTOR SHALL COORDINATE AT LEAST TWO (2) WEEKS IN ADVANCE, ANY CONSTRUCTION OPERATION THAT MAY REQUIRE THE DISCONTINUATION OF SERVICE OR OPERATION OF A FACILITY. THE CITY WILL PROVIDE PERSONNEL TO OPERATE THE CITY FACILITIES.
- REQUIRED TESTING BY CONTRACTOR: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST TWO (2) DAYS PRIOR TO SAMPLING ACTIVITIES FOR PURPOSE OF TESTING AS REQUIRED BY THE CITY. THE CONTRACTOR SHALL NOT TEST OR SAMPLE WITHOUT OBSERVATION BY CITY INSPECTION PERSONNEL.
- TEMPORARY OR CONSTRUCTION WATER SERVICE CONNECTIONS PROVIDED BY FIRE HYDRANT CONNECTION: THE CITY WILL PROVIDE METER ON FIRE HYDRANT. THE CONTRACTOR SHALL PROVIDE NON-REFUNDABLE ACCOUNT INITIATION FEE, A REFUNDABLE SECURITY DEPOSIT FOR THE METER APPARATUS AND PAY ALL COST FOR WATER USED.
- ALL AS BUILT MEASUREMENTS & ELEVATIONS ARE TO BE MADE BY A LICENSED LAND SURVEYOR.

CoWG WATER SYSTEM NOTES:

- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
- THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 2" WITH "WATER LINE BELOW" MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE. AT LEAST FIVE TIMES PER JOINT, THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
- THE CONTRACTOR SHALL INSTALL WATER MAINS PER MSS/CoWG SPECIFICATIONS. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
- THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART. LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN. SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPLICED TOGETHER.
- THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
- THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEES AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WIRE IS INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
- ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

CoWG - WASTEWATER SYSTEM NOTES:

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM). FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAN OUT. (36" TO 48" DEEP AT LOT LINE)
- MAGNETIC TAPE MUST BE PLACED 2" ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BITUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS OR HOPE AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL. CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALLCENTRIC PLUG VALVES IN FORCE MAINS AT 1000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE WET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY - ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEFECTIVE MATERIALS, DESIGN, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

GENERAL:

- ALL NEW SANITARY SEWER LINES, PRIVATE OR CITY MAINTAINED, IN THE CITY OF WINTER GARDEN'S SERVICE AREA SHALL BE INSPECTED BY CLOSED CIRCUIT TV INSPECTION BY THE CONTRACTOR WITH A CITY INSPECTOR PRESENT PRIOR TO BEING ACCEPTED BY THE CITY.

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

- ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED, INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.
- ALL SEWER LINES SHALL BE COMPLETELY CLEANED OF ALL DEBRIS, SAND, WATER, ETC. PRIOR TO THE CCTV INSPECTION. ANY OBJECT OR MATTER THAT PREVENTS CCTV INSPECTION FROM VIEWING CONDITION OF PIPELINE IS CONSIDERED AN OBSTRUCTION REQUIRING ADDITIONAL CLEANING. WHEN CCTV VIEW IS OBSTRUCTED, INSPECTION SHALL BE TERMINATED. THE CONTRACTOR SHALL CLEAN THE SEWER SYSTEM COMPLETELY AND RESCHEDULE CCTV RE-INSPECTION WITH THE CITY.
- A HYDRAULIC SEWER CLEANER SHALL NOT BE USED DURING THE CCTV INSPECTION, IF LINES ARE FOUND TO BE OBTURED BY WATER OR DEBRIS DURING THE CCTV INSPECTION, THE INSPECTION SHALL BE TERMINATED AND RESCHEDULED TO A TIME WHEN SEWER CLEANING IS COMPLETE.
- WHEN A SEWER LINE IS UNDER A PAVED AREA, THE AREA SHALL BE COMPACTED AND PRIMED BEFORE THE SYSTEM SHALL BE RELEASED FOR TV INSPECTION.

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

- THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READILY SEEN AT THE TIME OF THE INSPECTION. THE CAMERA SHALL STOP AND PAN AT EACH JOINT FOR COMPLETE 360 DEGREE INSPECTION.
- REFER TO APPENDIX B OF THE REFERENCED STANDARDS FOR SPECIFICATION OF CLOSED CIRCUIT TELEVISION INSPECTION EQUIPMENT.
- THE VIDEO RECORDER SHALL PRODUCE A NO NOISE STILL PICTURE, AND PROVIDE BOTH AUDIO AND VIDEO DURING THE INSPECTION.
- A MEASURING DEVICE, APPROVED BY THE CITY, TO CHECK THE GRADE OF THE PIPE DURING THE INSPECTION, SHALL BE REQUIRED. GAUGE DEPTH, 0" TO 2" MIN. WITH 1/2" MARKINGS.
- AUDIO OF THE INSPECTION SHALL BE SIMULTANEOUSLY RECORDED ON DVD DISC. THE AUDIO SHALL CONSIST OF ORDINARY DESCRIPTION AND COMMENTARY. A TAPE WILL BE GIVEN TO THE INSPECTOR ON SITE AT THE END OF THE DAY.

PROCEDURE FOR TELEVISION

- THE CITY'S ENGINEERING INSPECTION DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE, A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.
- NO INSPECTION SHALL COMMENCE WITHOUT THE PRESENCE OF THE INSPECTOR, EXCEPT WHEN PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CONTRACTOR, INSPECTOR, AND THE CITY. TV INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
- ALL CCTV INSPECTIONS SHALL COMMENCE UP STREAM OF THE SYSTEM TO PREVENT FOREIGN SUBSTANCES FROM ENTERING A SECTION PREVIOUSLY TELEVIEWED. THE CAMERA SHALL BE STARTED FROM THE DOWNSTREAM MANHOLE AND PROCEED UPSTREAM IN DIRECTION OPPOSING THE NORMAL FLOW IN THE LINE. THIS PROCEDURE WILL ALLOW FOR THE VIEWING OF THE SERVICE LATERALS.
- BEFORE THE CAMERA IS PLACED IN THE SEWER LINE, WATER WITH YELLOW OR ORANGE DYE SHALL BE PUT INTO THE UPSTREAM MANHOLE OF THE SECTION BEING TELEVIEWED. CAMERA WILL HAVE A GAUGE SHOWING 1/2" MARKS FROM 1/2" TO 2-1/2". THIS WILL ENABLE THE CAMERA TO DETECT ANY CHANGES IN GRADE THAT MAY BE PRESENT IN THE SYSTEM.
- THE CCTV AND DVD RECORDER SHALL BE TURNED ON BEFORE THE CAMERA IS PLACED IN THE MANHOLE FOR INSPECTION AND SHALL NOT BE TURNED OFF UNTIL THE CAMERA IS REMOVED FROM THE MANHOLE. THE CAMERA SHALL BE MOVED THROUGH THE LINE UNDER THE CONTROL OF THE CCTV CAMERA OPERATOR. THE CAMERA SHALL BE DRAWN THROUGH THE LINE AT A RATE NOT TO EXCEED THIRTY (30) FEET PER MINUTE AND SHALL STOP AT ALL SERVICE CONNECTIONS AND PIPE JOINTS IN THE PIPELINE.
- A DVD RECORDING SHALL BE MADE OF THE ENTIRE SYSTEM BEING TELEVIEWED. THIS SHALL BECOME THE PROPERTY OF THE CITY UPON COMPLETION OF THE TV INSPECTION (NOT A COPY). THE TAPE(S) SHALL BE LABELED IN SUCH A MANNER THAT STATES THE PROJECT NAME, DATE OF INSPECTION AND LINE SECTION ACCORDING TO CONSTRUCTION PLANS CONTAINED ON EACH TAPE. A WRITTEN REPORT SHALL ACCOMPANY THE DVD DISC.

CoWG RECLAIMED WATER SYSTEM GENERAL NOTES:

- ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
- WARNING TAPE, NON-DETECTABLE, SIZE 2" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE. AT LEAST FIVE TIMES PER JOINT, THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MSS/CoWG. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
- REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
- SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
- CUSTOMER SERVICE LATERALS SHALL NOT BE SPLICED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
- THE CONTRACTOR SHALL CUT CURB A "RW" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE). DEPTH IN FRONT OF EACH SERVICE LATERAL AND VALVE.
- THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
- RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM, 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
- RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

CoWG - THRUST RESTRAINT TABLE

RESTRAINED FORCE MAIN PIPE TABLE										
MINIMUM LENGTH(FIT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"	
90° BEND	19	25	30	34	44	52	60	70	80	
45° BEND	8	10	12	14	18	21	25	30	34	
22-1/2° BEND	4	5	6	7	9	10	12	14	16	
11-1/4° BEND	2	3	4	5	6	7	8	9	10	
PLUG, DEAD END OR BRANCH OF TEE	40	52	63	72	93	111	130	155	178	
VALVE	20	25	32	36	47	56	78	116	89	

RESTRAINED WATER AND RECLAIMED PIPE TABLE										
MINIMUM LENGTH(FIT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"	
90° BEND	29	37	44	51	65	77	89	105	120	
45° BEND	12	15	18	21	27	32	37	44	50	
22-1/2° BEND	6	7	9	10	13	15	18	21	24	
11-1/4° BEND	3	4	5	6	7	8	9	10	12	
PLUG, DEAD END OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265	
VALVE	59	77	93	108	138	166	194	231	265	

CoWG THRUST RESTRAINT NOTES:

- THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION. WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAID TO ACHIEVE THE REQUIRED MINIMUM RESTRAINT.
- WHERE COMBINATIONS OF FITTINGS ARE USED, THE PIPING BETWEEN THE FITTINGS SHALL BE RESTRAINED. THE MINIMUM RESTRAINED LENGTH OF PIPE REQUIRED UPSTREAM AND DOWNSTREAM OF THE COMBINATION OF FITTINGS SHALL BE DETERMINED ON THE BASIS OF ONE EQUIVALENT FITTING (I.E., 2-45 DEGREE BENDS WILL BE CONSIDERED AS THOUGH A 90° BEND WERE LOCATED MIDWAY BETWEEN THE TWO 45° BENDS).
- FOR PIPE THAT IS ENCASED IN POLYETHYLENE, RESTRAINED JOINTS MINIMUM LENGTHS SHALL BE INCREASED BY 50 PERCENT.
- FOR FITTINGS OTHER THAN THOSE PRESENTED IN THE ABOVE TABLES, RESTRAINED JOINT LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION. RESTRAINED JOINT LENGTHS FOR A GIVEN PRESSURE RANGE SHALL BE BASED ON THE MAXIMUM PRESSURE FOR THE TEST PRESSURE RANGE, SM (SAND SILT) SOIL, 3-FEET DEPTH, LAYING CONDITION NO. 3 AND FACTOR OF SAFETY OF 1.5.
- IN-LINE VALVES: PROVIDE MECHANICAL RESTRAINT ON EACH SIDE OF THE VALVE.
- ALL RECLAIMED WATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 150 PSI. ALL WASTEWATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 100 PSI.

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS											
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER		ACCEPTABLE VARIANCES
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	3'	6" A 12" B	SEE GENERAL NOTES: NO. 4 & 5
RECLAIMED WATER	3'	12"	-	-	3'	6" A 12" B	3'	12"	-	-	
SANITARY SEWER (GRAVITY)	6'	12"	3'	12"	-	-	-	-	-	-	
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	-	-	-	-	-	-	

GENERAL NOTES:

- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
- * FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 62-810, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
 - A - DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.
 - B - DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.
- UTILITY SEPARATION - VERTICAL CLEARANCE MITIGATION
 - A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
 - DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
 - CONCRETE ENCASED VITRIFIED CLAY, OR;
 - PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
 - B. WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
- SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
 - UTILITY SEPARATION - HORIZONTAL SEPARATION MITIGATION
 - A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED. WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
 - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR;
 - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
 - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
 - B. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
 - NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

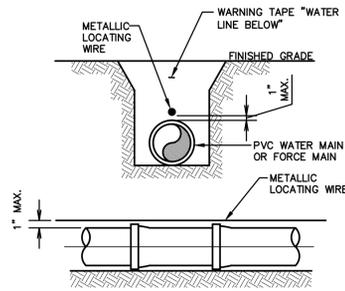
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

NO.	DATE	REVISIONS
1	4-4-14	Revised General Notes
2	4-4-14	Revised Water & Reuse Notes

STANDARD NOTES FOR UTILITIES SYSTEMS TERRA, INC. WINTER GARDEN OFFICE
 CITY OF WINTER GARDEN, FLORIDA STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION

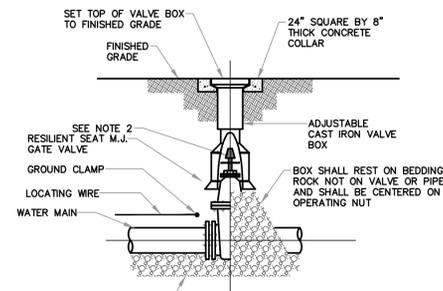
KIRBY ENGINEERING, L.L.C.
 JOHN R. KIRBY, P.E.
 407-877-9400

JK DESIGNED
JK DRAWN
January 2008 DATE
C7 SHEET



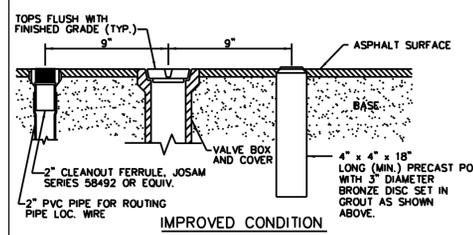
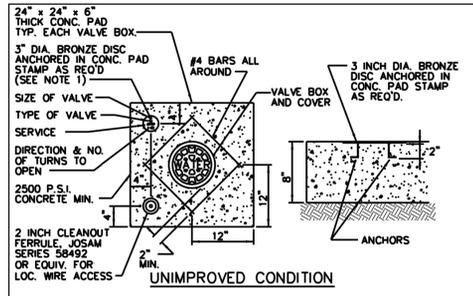
- NOTES:**
- PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
 - LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 1/2" SO AS NOT TO INTERFERE WITH VALVE OPERATION.

PVC PIPE LOCATING WIRE DETAIL
N.T.S.

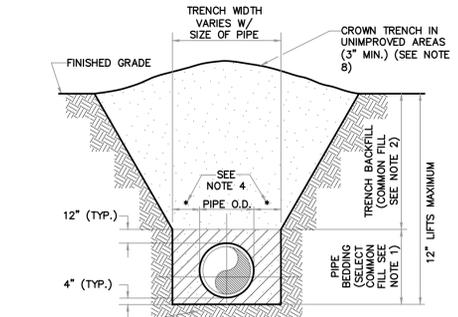


- GENERAL NOTES:**
- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 - THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

GATE VALVE AND VALVE BOX DETAIL
N.T.S.

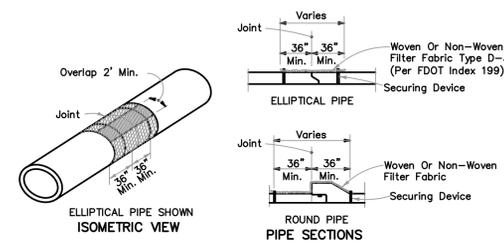


VALVE BOX COLLAR
N.T.S.

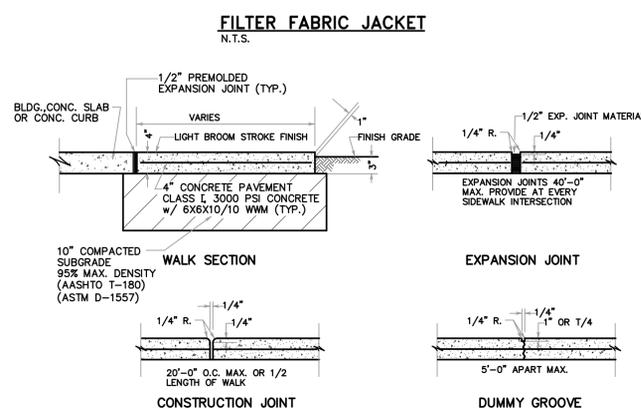


- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 - PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
 - (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 - REFER TO SECTION 32.5 OF THE ORANGE COUNTY MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
 - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

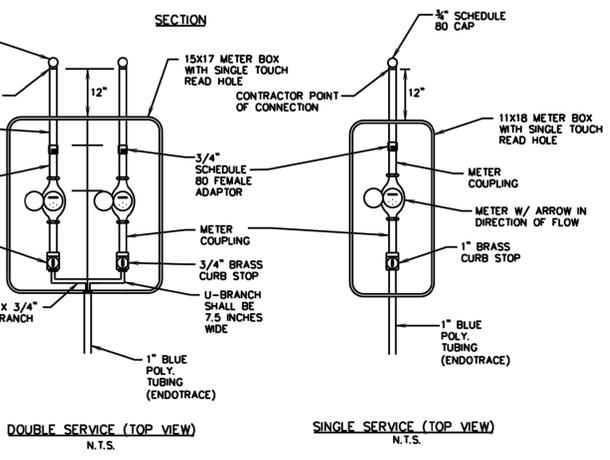
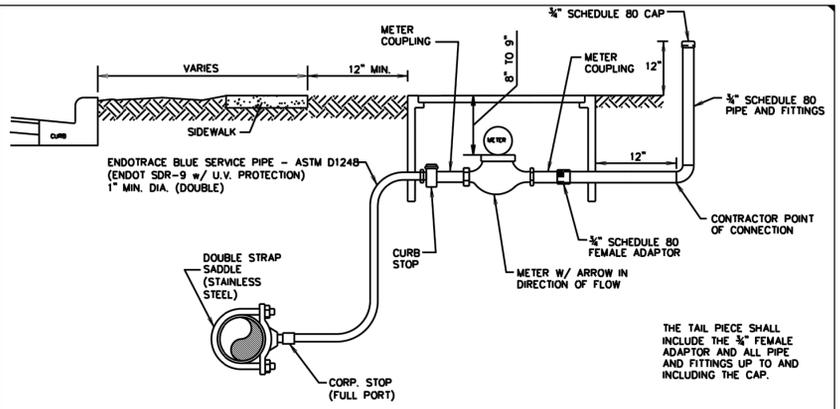
STANDARD BEDDING DETAIL
N.T.S.



FILTER FABRIC JACKET
N.T.S.



SIDEWALK DETAILS
N.T.S.



- NOTES:**
- ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
 - NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
 - EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
 - ALL SERVICE LINES SHALL BE POLY ENDOTRACE PIPE AND SHALL BE BLUE IN COLOR W/WIRE.
 - THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
 - IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

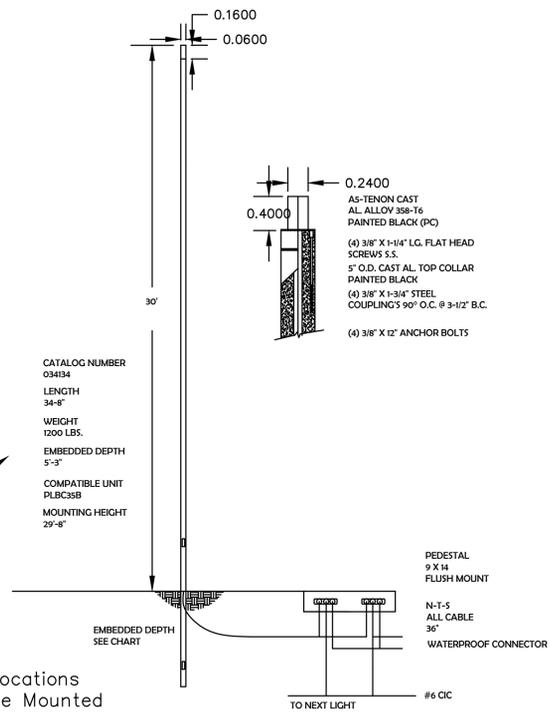
POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.

- NOTES:**
- ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
 - NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
 - EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
 - ALL SERVICE LINES SHALL BE POLY ENDOTRACE PIPE AND SHALL BE PURPLE IN COLOR W/WIRE.
 - THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
 - IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

RECLAIMED WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.

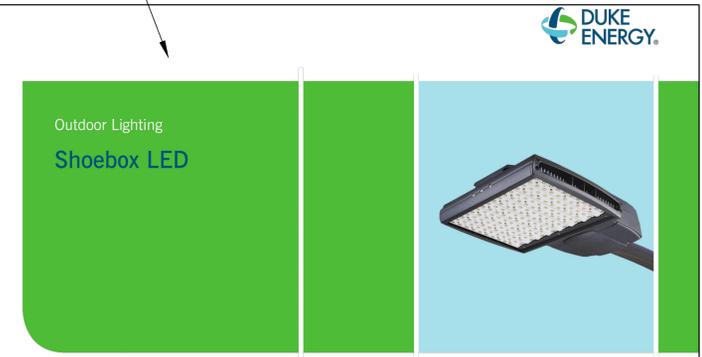
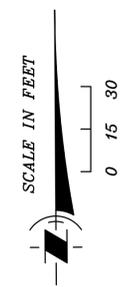
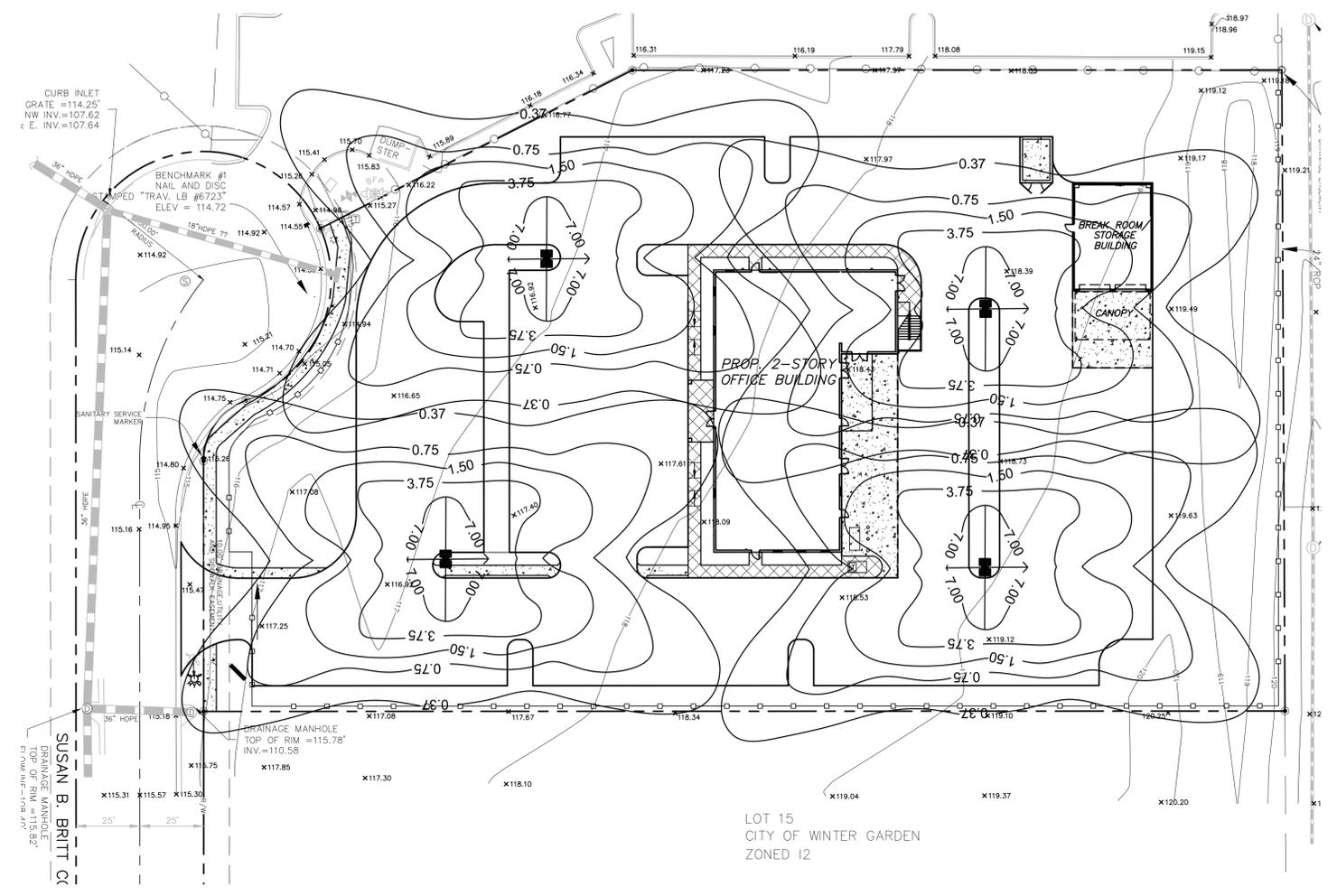
- GENERAL NOTES: STORM WATER**
- ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECTED TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE REINSPECTED AT THE YEAR END. COST TO BE PAID BY THE OWNER.
 - PIPE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
 - CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (FDEP, FDOT, SJRWMD, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
 - ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
 - STORM SYSTEM WILL BE CLEANED PRIOR TO BEING TV'D.
 - THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, NOI AND SWPP PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
 - ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
 - CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
 - ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPID SEAL. NO MORE THAN 15" WILL BE ALLOWED.
 - STORM SEWER PIPES SHALL MEET ASTM C76 & ASTM C507.
 - ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPID SEAL.

REVISIONS				
NO.	DATE	DESCRIPTION		
1	4-3-14	Water & Reuse Service & Valve Box Collar Detail		
CITY OF WINTER GARDEN, FLORIDA STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION				
STANDARD DETAILS FOR FOR UTILITIES & PUBLIC WORKS TIERRA, INC. WINTER GARDEN OFFICE				
KIRBY ENGINEERING, L.L.C. JOHN R. KIRBY, P.E. 407-877-9400				
		JK DESIGNED		
		JK DRAWN		
	January 2008			
	DATE			
		C8 SHEET		



(2) Proposed Light Locations
Lights to Be Pole Mounted
at 30' Height.

**BRONZE PROMENADE
SPUN CONCRETE POLE**



Outdoor Lighting
Shoebox LED

The energy-efficient Shoebox LED is a green solution and great fit for commercial parking lots, malls, office buildings and streets providing a "white light" that will enhance the appearance of your site. The Shoebox LED delivers light where it is needed, while increasing visibility and reducing spill light to adjoining properties. Selected to be an alternative to the metal halide light fixture, this fixture provides a white light source that will enhance colors, adding to visual acuity and improving area uniformity.

LED (Light Emitting Diode)	146-219 watts
Mounting height	20-36'
Color	Dark bronze
Poles	Tenon top concrete Decorative concrete

Outdoor Lighting
Shoebox LED

Light source: LED (white)
Wattage: 146-219

Light pattern:
LED 146 IES Type IV (forward throw)
LED 146 IES Type V (center)
LED 219 IES Type III (oval)

IESNA cutoff classification: Full cutoff
Color temperature: 4,000K
Warm-up and restrike time: Instant on (no warm-up or restrike time)

- SITE LIGHTING NOTES**
- SITE LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
 - ANY SITE LIGHTING SHALL NOT INCORPORATE SPOT OR FLOOD-LIGHT FIXTURES MOUNTED ON BUILDINGS, WALLS, ROOFS OR POLES.
 - MAXIMUM ILLUMINANCE IS NOT TO EXCEED 7 FOOT CANDLES. AVERAGE ILLUMINANCE TO BE 2 FOOT CANDLES.

- ON-SITE BUILDING LIGHTING NOTES**
- LIGHTING OF STAIRWAYS, ENTRANCE AREAS, ETC., SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
 - ON-SITE LIGHTING OF BUILDINGS ARE LIMITED TO SHIELDED WALL-WASHER TYPE FIXTURES OR DOWN LIGHTS. ALL LIGHTING FIXTURES SHALL BE EQUIPPED WITH SHIELDED OR FULL-CUTOFF LUMINAIRES INCORPORATING FLUSH-MOUNTED LENSES. ALL IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
 - ILLUMINANCE OF ON-SITE BUILDING AREAS SHALL MEET AVERAGE AND MAXIMUM FOOT CANDLE REQUIREMENTS AS PER CITY OF WINTER GARDEN REGULATIONS.

PROPOSED SITE LIGHTING SHALL COMPLY WITH DARK SKY REQUIREMENTS PER CITY OF WINTER GARDEN CODE SECTION 118-1536(K).

NOTE: THIS PLAN IS INTENDED TO DEPICT PHOTOMETRICS, LIGHT POLE STYLE, AND FIXTURE TYPE ONLY. SEE ELECTRICAL PLANS FOR POWER SOURCE, WIRING, ETC...

LEGEND	
Prop. Double Light Fixture & Pole	
Prop. Foot-Candle Contour	

NO.	DATE	REVISIONS
1	9-10-14	Revised per 9-10-14 CWG-DRC Comments
2	10-20-14	Changed Fixture to Shoebox LED per Owner Request

**SITE LIGHTING-PHOTOMETRIC PLAN
FOR TIERRA, INC. - WINTER GARDEN OFFICE**

KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

JK DESIGNED
JK DRAWN
8/4/14 DATE
LT1 SHEET

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 6, 2014 **Meeting Date:** November 13, 2014

Subject: Acquisition of property for Daniels Road Water Storage Tank site

Issue: There is a remnant parcel adjacent to the City Water Storage Tank and the adjacent property owner is willing to sell it to the City so that we can secure the site.

Recommended Action:

Authorize the City Manager to sign the purchase agreement for the acquisition of 15,461 square feet (45.95 ft. x 336.47 ft.) from parcel 26-22-27-9147-00-010/

Attachments/References:

Agreement for Sale and Purchase

EXHIBIT "A"

Parcel Report for 26-22-27-0000-00-016



Daily Traffic
57,600

Courtesy Rick Singh, CFA, Orange County Property Appraiser

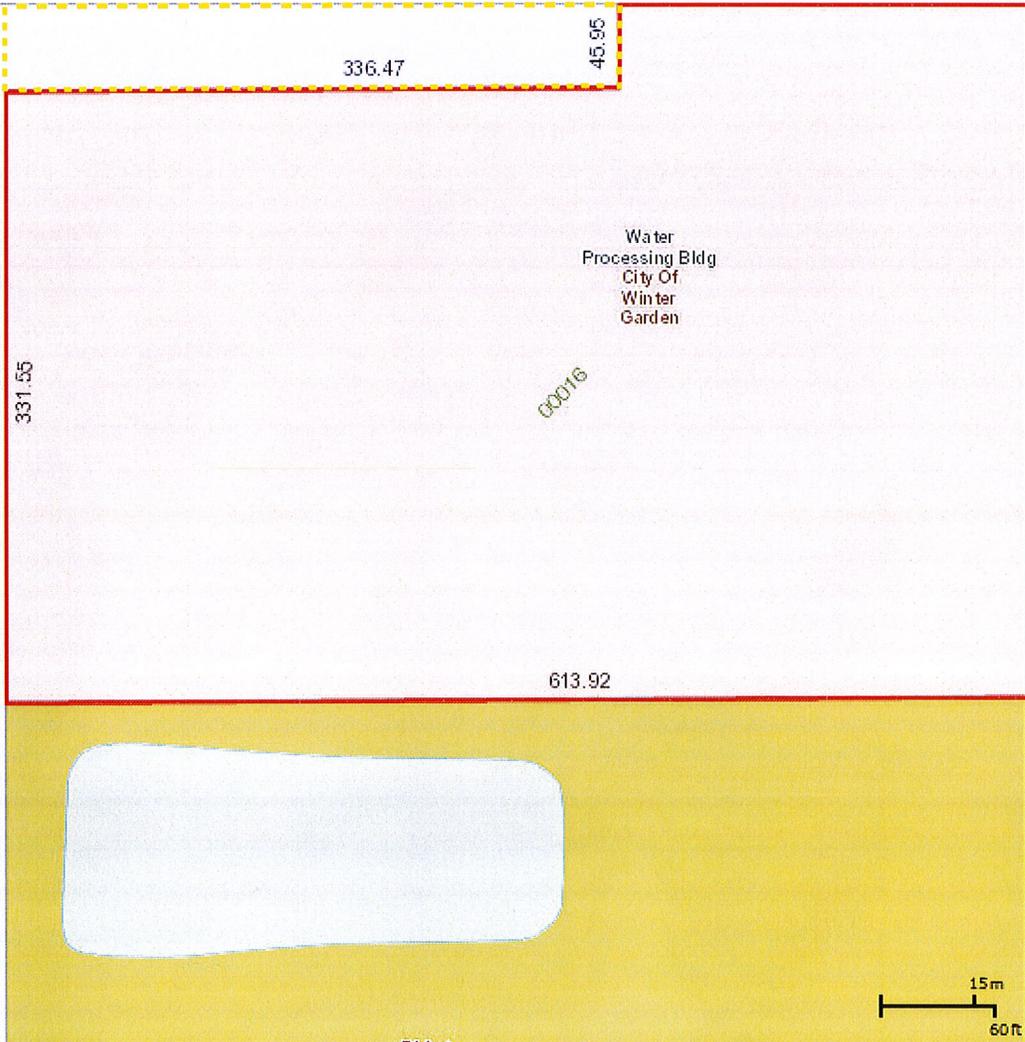
57,600



Subject Property



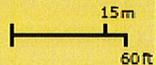
49



Water Processing Bldg
City Of Winter Garden

00016

Winter Garden Professional Center
Ioa Properties IV LLC



Created: 6/16/2014

This map is for reference only and is not a survey.

OCA Web Map

	Florida Turnpike		Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks		6	Lot Number
	Interstate 4		Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers		06060	Parcel Number
	Toll Road		Gated Roads		Block Line		Commercial/Institutional		Hydro		Building		3106	Parcel Address
	Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land		E	Block Number	111.9	Parcel Dimensions		

AGREEMENT FOR ACQUISITION OF PROPERTY

THIS AGREEMENT FOR ACQUISITION OF PROPERTY (herein called this "Agreement"), is made this ____ day of _____, 2014, ("Effective Date") by and between IOA PROPERTIES IV LLC, a Florida limited liability company (herein collectively referred to as "SELLER") and the CITY OF WINTER GARDEN, a Florida municipal corporation ("CITY").

WHEREAS, SELLER is the fee simple owner of that certain approximately 10.50 +/- acre parcel of land situated in Orange County, Florida adjacent to the Florida Turnpike and Winter Garden Vineland Road having Orange County Tax Parcel Identification Number 26-22-27-9147-00-010, as more particularly described in that certain deed recorded at Official Records Book 10495, Page 0598-0600, Public Records of Orange County, Florida ("Seller's Property"); and

WHEREAS, the CITY is the fee simple owner of 4.96 acres +/- acre parcel of land situated in Orange County, Florida adjacent to the Florida Turnpike and the Seller's Property and having Orange County Tax Parcel Identification 26-22-27-0000-00-016 ("City Property"); and

WHEREAS, the CITY desires to acquire fee simple ownership of an approximately 15,461 square foot (or 45.95 ft. x 336.47 ft.) portion of the Seller's Property, which is described on the sketches attached hereto as **Exhibit "A"** (herein "Property") in order to cause the extension of the City Property's western and northern boundary lines north to the right-of-way line of the Florida Turnpike; and

WHEREAS, the SELLER desires to convey fee simple ownership of the Property to CITY pursuant to the terms and conditions of this Agreement.

For and in consideration of the provisions set forth in this Agreement, the parties agree as follows:

I. AGREEMENT TO SELL AND PURCHASE; CONSIDERATION; CLOSING DATE; DEPOSIT:

A. Agreement to Sell and Convey. That the SELLER, hereby agrees to sell and convey to CITY in fee simple and CITY hereby agrees to purchase and accept conveyance from SELLER, subject to the terms, conditions and provisions hereinafter set forth, the Property lying and being situated in the Orange County, State of Florida.

B. Consideration for Conveyance. In consideration for SELLER's conveyance of the Property to the CITY, at the closing, the CITY shall pay SELLER the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** ("Purchase Price") for the acquisition of

the Property, including the land and all improvements within the Property, less prorations and SELLER's costs.

C. Closing. The Closing of the transaction contemplated by this Agreement shall occur on the earlier of: (i) on or before thirty (30) days after the expiration of the Inspection Period; (ii) on or before thirty (30) days after the date the City waives the Inspection Period or remainder thereof. The Closing of the transaction contemplated by this Agreement shall occur at the office of Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP ("Fishback Law Firm"), at 1947 Lee Road, Winter Park, Florida 32789, or Winter Garden City Hall at 300 West Plant Street, Winter Garden, Florida, whichever the CITY may choose.

D. Deposit. Within five (5) business days (not including Saturdays and Sundays and holidays observed by the CITY) from the Effective Date of this Agreement, the CITY shall deposit the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)("Deposit") into the trust account of Fishback Law Firm as an escrow deposit. The Deposit will be held in a non-interest bearing account. The Deposit, at CITY's option, may be applied towards the Purchase Price at closing. The Deposit shall be released and disbursed in accordance with this Agreement. The Deposit shall be returned to the CITY if the CITY timely terminates this Agreement during the Inspection Period or any extension thereof.

II. TITLE COMMITMENT, CONVEYANCE & INSURANCE:

A. Title Commitment. CITY, at CITY's expense, shall obtain, by or through the Fishback Law Firm as Title Agent within forty-five (45) days from the effective date of this Agreement, an A.L.T.A. Form B (Florida) title commitment for title insurance (the "Commitment") on the Property. The Property shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in CITY's sole judgment, interfere with the CITY's Intended Use of the property (the "Permitted Exceptions"). In the event the Commitment shows any exceptions to title, exclusive of the Permitted Exceptions, that are unacceptable to the CITY, the CITY shall notify SELLER of any objections in writing within ten (10) days of CITY's City Manager's receipt of the Commitment specifying the defects which exist with respect to the title to the Property, and SELLER shall have a period of three (3) days after receipt of such written notice within which to (i) elect to cure any defects in title to the satisfaction of CITY or (ii) notify CITY that it elects not to cure any defects. If SELLER elects by written notice to cure the defects in title, SELLER shall have thirty (30) days to cure such defects, at its expense. Upon SELLER's election not to cure or failure to cure defects in title within the time limit aforesaid, the CITY may, at its option, either (i) terminate this Agreement and upon such termination all rights and liabilities arising hereunder shall terminate; or (ii) waive all conditions in this subsection II A and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such defect or defects had been found, provided however, that exceptions may be made to the title

insurance policy for such uncured defects. The closing date shall be extended as necessary to effectuate the intent of this section.

B. Title. The Property shall be conveyed by Warranty Deed and shall be free and clear of all liens, easements, restrictions and encumbrances except taxes and special assessments, if any, for the year of closing and subsequent years, and the Permitted Exceptions. SELLER shall disclose to the CITY and the Closing Agent loan and mortgage information and assist the Closing Agent in obtaining SELLER's loan and mortgage payoff information concerning the Property. Possession of the Property shall be given to the CITY as of the date of closing, free and clear of any and all leases and tenants. A proration shall be made as of the date of closing on the following items: real estate taxes and special assessments provided the CITY shall have no obligation for real estate taxes. At or subsequent to closing, SELLER will, without additional consideration, sign, acknowledge, and deliver a further assurances agreement and any other documents and take any other action necessary or appropriate, and reasonably requested by the CITY or the Closing Agent, to carry out the intent and purpose of this Agreement, including for the issuance of title insurance.

C. Possession/Leases. SELLER has an affirmative obligation, at its sole expense, to deliver possession of the Property to the CITY at closing, free and clear of SELLER, leases, licenses, tenants and all others. SELLER represents and warrants to the CITY that other than SELLER, no one is in possession of or has the right to use the Property or any portion thereof. Further, in consideration of this Agreement, the SELLER shall, and does hereby agree to defend, indemnify, save and hold harmless the CITY from and against any all claims, suits, actions, damages, judgments, liabilities, evictions, wrongful eviction claims, breach of lease actions, and expenses in connection with or arising out of SELLER's failure to deliver possession of the Property to the CITY at closing as required by this paragraph II. C. and breach of SELLER's representations and warranties under this paragraph II. C. This paragraph II. C. shall survive closing.

D. Title Insurance. Owner's title insurance policy to be issued pursuant to the Commitment is to be purchased and issued to CITY at CITY's expense after closing and this paragraph II. D shall survive closing. The title insurance policy will be issued in the amount equal to the Purchase Price.

E. Survey. Within twenty (20) days from the Effective Date of this Agreement, the City shall, at its expense, obtain a boundary survey or legal description and sketch from a licensed land surveyor for the Property, and the legal description prepared by such surveyor shall be used for the deed and closing documents to convey the Property to the CITY.

III. INSPECTION PERIOD:

A. Inspection. CITY shall have sixty (60) days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as CITY shall desire

during the Inspection Period. CITY shall at all times during the Inspection Period have the privilege of going upon the Property with its employees, agents, consultants, and contractors as needed to inspect, examine, survey and otherwise undertake those actions which CITY, in its discretion, deems necessary or desirable to determine the suitability of the Property for CITY's intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, appraisals, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. CITY covenants and agrees that if such activities cause any harm to the Property, that the Property will be restored to the same or better condition in the event CITY does not acquire same. The CITY shall have the right to extend the Inspection Period by up to thirty (30) days upon notice to the SELLER and the Closing Date shall be extended, if necessary, to accommodate the extended Inspection Period.

B. Termination. If CITY determines, in CITY's sole discretion, that the condition of the Property is not acceptable to CITY, CITY may terminate this Agreement without penalty by delivering written notice of such election to SELLER on or before expiration of the Inspection Period. If CITY timely cancels this Agreement, CITY shall receive the Deposit and the parties shall be released of all further obligations under this Agreement.

IV. CLOSING COSTS: All past due taxes, liens, and assessments to the date of closing shall be paid by SELLER before or at closing. SELLER shall pay for all brokerage fees incurred by SELLER and costs for satisfying mortgages and liens on the property conveyed. Should SELLER elect to cure any defects in title to the satisfaction of the City, SELLER shall pay the cost of recording any corrective instruments, SELLER's attorney's fees, and costs for clearing encumbrances and curing title defects. The CITY shall pay documentary stamp tax on the warranty deed, and all costs associated with the title commitment and the title insurance policy, recording costs associated with the warranty deed and closing document preparation.

V. SELLER'S WARRANTIES:

A. SELLER warrants that there are no facts known to SELLER materially affecting the value of the Property which are not readily observable by CITY or which have not been disclosed to the CITY, including but not limited to petroleum, hazardous waste and other environmental contamination.

B. SELLER warrants that SELLER is in sole constructive or actual possession of the Property described herein and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it. SELLER warrants that the Property is not the homestead of SELLER.

C. SELLER warrants that there is no outstanding contract for the sale of the Property to any person or persons whomsoever except for the CITY, nor any unrecorded deed, mortgage, lease or other conveyances affecting the title to the Property.

D. To the best of SELLER's knowledge there are no assessments that are now liens on the Property or other liens not shown in the Official Records. To the best SELLER's knowledge there are no judgments, claims, disputes, demands or other matters pending against SELLER that could attach to the Property or affect title to the Property or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the SELLER unable to consummate this transaction.

E. SELLER warrants that there have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

F. SELLER warrants that the undersigned person(s) signing for SELLER has full authority to bind SELLER to this Agreement and to convey the Property to the CITY. Within five (5) days from the execution of this Agreement, SELLER shall provide Fishback Law Firm with SELLER's corporate records evidencing SELLER's legal authority to consummate the transaction contemplated by this Agreement and the appropriate person with legal authority to execute the transaction documents, including deeds and other conveyance documents.

G. It is a closing condition that representations and warranties of the SELLER contained in this Agreement will be true on and as of the closing date with the same effect as though those representations and warranties have been made on and as of that date. SELLER shall provide the Closing Agent with SELLER's tax payer identification number prior to closing. Further, in consideration of this Agreement, the SELLER shall, and does hereby agree to defend, indemnify, save and hold harmless the CITY from and against any all claims, suits, actions, damages, judgments, liabilities, evictions, breach of lease actions, and expenses in connection with or arising out of any or all of the aforesaid warranties and representations. SELLER shall execute an affidavit at closing agreeing that the warranties herein are true on and as of the closing date and that such warranties survive closing.

VI. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith.

VII. DISCLOSURES: In the event the property subject to this Agreement is held by an entity or form of ownership as set forth in Florida Statute 286.23, SELLER agrees to fully comply with said statutes disclosure requirements and such disclosures shall be made under oath by affidavit, subject to the penalties prescribed for perjury.

VIII. RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it

over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to § 404.056(8), Florida Statutes.

IX. NOTICE: Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through Federal Express, UPS, or other expedited mail or package service, addressed to the parties at the address shown below. Any notice or demand that may be given hereunder shall be deemed complete (i) upon deposition of such notice or demand in the United States mail with property postage affixed thereto, certified, return receipt requested, or (ii) upon depositing any such notice or demand with Federal Express, UPS or other expedited mail with package delivery, or (iii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. All notices shall be sent to SELLER and the CITY as the following addresses:

CITY: Mike Bollhoefer, City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Telecopy: (407) 656-4952

With a copy to: City Attorney
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Telecopy: (407) 656-4952

SELLER: IOA PROPERTIES IV LLC
1855 W State Road 434
Longwood, FL 32750-5069

X. ESCROW / CLOSING AGENT: SELLER and CITY agree that Fishback Law Firm shall serve as counsel to CITY, the Escrow Agent, Title Agent and Closing Agent, and in the event of any dispute, conflict or lawsuit, either between SELLER and CITY, SELLER and Escrow Agent or otherwise, SELLER agrees that the Fishback Law Firm may serve as Escrow Agent, Title Agent, Closing Agent and attorneys for CITY in this transaction and in any dispute concerning or arising from this Agreement. Further, in the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, the Escrow Agent may interplead the disputed funds or documents with the Clerk of the Circuit Court. CITY shall each pay Escrow Agent attorneys' fees and costs related to any dispute, conflict and litigation relating to this Agreement, or the transaction, or obligations or

rights provided in this Agreement. Monies held by Escrow Agent under this Agreement shall be placed in a non-interest bearing account.

XI. BROKERS: SELLER represents that it has no real estate broker on this transaction. SELLER shall be solely responsible for the payment of any and all brokerage fees due concerning this Agreement and the transaction contemplated by this Agreement. SELLER shall and hereby indemnifies CITY against and holds CITY harmless from all liabilities, costs, damages and expenses (including reasonable attorneys fees), arising from any claims for commissions or other similar fees in connection with the transactions covered by this Agreement, based upon alleged arrangements or agreements made by SELLER.

XII. DEFAULT. Should CITY be in default pursuant to the terms of this Agreement, upon SELLER's written notice of default to CITY, CITY shall have ten (10) days to cure said default and if CITY fails to timely cure said default, SELLER shall have as its sole and exclusive remedy the right to terminate this Agreement and receive the Deposit as liquidated damages and the CITY shall be released from all other obligations. If SELLER fails to perform any of the terms or covenants of this Agreement, CITY shall (i) have the right to terminate this Agreement and receive a return of the Deposit, or (ii) seek specific performance of this Agreement. The prevailing party in any lawsuit filed concerning the breach of this Agreement shall be entitled to reimbursement of attorney's fees and litigation costs incurred in such lawsuit against the non-prevailing party.

XIII. MISCELLANEOUS: Time is of the essence in this Agreement. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, trustees, successors and assigns of the respective parties. All of the terms and conditions stated herein shall be construed under the laws of the State of Florida. Venue for any lawsuits filed in State Court relating to this Agreement shall be in Orange County, Florida and for federal lawsuits, the venue shall be in the Federal District Court for the Middle District of Florida. In the event any date or time period in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the State of Florida, the date or time period shall be extended to the next business day. SELLER agrees that the consideration provided to SELLER in this Agreement is intended as and does hereby constitute full, just and complete compensation for the conveyance of the Property as provided for herein. The Effective Date of this Agreement shall be the date the last of the parties has executed this Agreement and the City of Winter Garden City Commission has approved this Agreement. This Agreement is subject to City of Winter Garden City Commission approval.

IN WITNESS WHEREOF, the SELLER and the CITY have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in
the presence of:

“CITY”

CITY OF WINTER GARDEN

John Rees, Mayor-Commissioner

Attest: Kathy Golden, City Clerk

“SELLER”

IOA PROPERTIES IV LLC

By: _____

Its: _____

Date: _____

[SEAL]

Witnesses:

Signature

Print

Signature

Print

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: November 3, 2014 **Meeting Date:** November 13, 2014

Subject: "Termination for Convenience", Contract with Morris and Associates for the 9th Street Sewer Replacement Project.

Issue: The City awarded the 9th Street Sewer Replacement Project to Morris and Associates several months ago. Since that time we have had extreme difficulty in getting Morris and Associates to get started on the work, which is an important, difficult and very necessary project. As a result of their inability to get the project started we met with the owner and suggested that we mutually agree to a Termination for Convenience, so the City can move forward with this work. In the meeting the owner explained that his superintendent for the job during this period has become ill and that his health has declined as well, and he was more than willing to agree to this arrangement.

Although the contractor has performed very little work to date and was mostly administrative work. We recommend that we pay him what costs he has incurred totaling \$7,447.04.

Recommended action:

Recommend Termination for Convenience of the contract with Morris and Associates and paying the contract for his work to date totaling \$7,447.04.

Attachments/References:

- Attached letter from Morris and Associates.
- Termination Agreement



MORRIS &
ASSOCIATES
INC.

29305 CR 561
Tavares, Florida 32778

352-324-4037 Fax 352-324-3120
Cell 407-252-5703 eyarckin@gmail.com
Website: Morrisassocinc.com

CERTIFIED WBE & DBE CONTRACTOR

October 29, 2014

Mr. Craig Sandt
Construction Projects Manager
City of Winter Garden
300 West Plant St
Winter Garden, FL 34787

Re: 9th Street Gravity Sewer Improvements

Dear Craig;

As per our meeting of October 16, 2014 it was mutually agreed to by Morris & Associates, Inc. and the City of Winter Garden to cancel the above referenced contract. Morris & Associates, Inc expressed its concerns regarding the loss of our project manager and one of our superintendents we planned on utilizing for the project.

We greatly appreciate the position of the City of Winter Garden to cancel this contract as well as to the agreement to return the project bonds without making any claims against the bonds.

If you need any further information please do not hesitate to contact me.

Sincerely,

Larry B. Morris

Larry B. Morris

Cc: Ellen Yarckin
Link Cornell



MORRIS & ASSOCIATES INC.

29305 CR -561

Tavares, Florida 32778

352-324-4037

Fax 352-324-3120

Invoice # 20141022

Invoice Date: 10/22/2014

Customer:

City of Winter Garden
200 West Plant Street
Winter Garden, Florida 34787

Project Name: 9th Street Gravity Sewer Improvements
Project Location: Winter Garden, Florida
Purchase Order #:

TERMS:

Net: 15 Days

Labor Costs for Utility Locates, Subcontractor Meetings and Project Co ordination

Table with 4 columns: Role, Hours, Rate, Total. Rows include Superintendent (14.5 HRS, 37.13, 538.39), Laborer (8 HRS, 19.80, 158.40), and Laborer (8 HRS, 17.16, 137.28).

Equipment

Table with 4 columns: Item, Quantity, Rate, Total. Rows include Pick Up Truck (375 MILES, 0.87, 326.25), Tolls (1 LS, 21.00, 21.00), and Spray Paint for Marking Utilities (1 LS, 25.33, 25.33).

Other Subcontract Costs

Table with 4 columns: Item, Quantity, Rate, Total. Rows include LP Video - Pre Construction Video (1 LS, 525.00, 525.00), Cornell Enterprises - Project Administration (1 LS, 3,560.77, 3,560.77), and MOT Plans - Engineered MOT Plan (1 LS, 1,800.00, 1,800.00).

Summary rows: Subtotal (7,092.42) and Office Overhead & Insurance 5% (354.62).

Total Costs to Date 7,447.04

We are contacting our Surety Company to terminate the bond as no work has been performed and we have not turned in any pay applications for the project.

TERMINATION OF CONSTRUCTION CONTRACT

This Termination of Construction Contract (this "Agreement") is entered into by and between the City of Winter Garden, a Florida municipal corporation (the "City") and Morris & Associates, Inc., whose principal address is 29305 CR 561, Tavares, Florida 32778 (herein "Morris").

RECITALS

A. WHEREAS, Morris and City are herein sometimes collectively referred to as the "Parties"; and

B. WHEREAS, Morris is the City's contractor for the 9th Street Gravity Sewer Improvement Project - Bid#12-014 (the "Project") pursuant to that certain Agreement Between Owner and Contractor effective on June 25, 2014 and its incorporated documents (the "Construction Contract") which provides for Morris' performance of the "Work" as such term is used and defined by the Construction Contract; and

C. WHEREAS, on October 29, 2014, Morris provided written notice to the City requesting the termination of the Construction Contract for Morris' convenience, and the City is willing to accept the termination of the Construction Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Termination. The Construction Contract is hereby terminated as of the Effective Date of this Agreement. The Payment Bond and Performance Bond (#20001112) on the Project are hereby released; provided however, Morris remains fully responsible for paying any and all sums owned to its subcontractors, materialmen, laborers, vendors and all others performing through Morris for all labor and materials furnished as part of and equipment used on the Project and the Work, and Morris hereby

indemnifies and holds the City harmless concerning said claims, including the City's reasonable attorneys' fees and costs at trial and appellate levels. This Agreement shall not affect those applicable provisions of the Construction Contract intended to survive termination of the Construction Contract.

3. Final Payment. In full settlement of any and all claims and disputes by Morris against the City, City shall pay Morris the total lump sum settlement amount of **Seven Thousand Four-Hundred Forty-Seven and 04/100 Dollars (\$7,447.04)** (hereafter "Final Payment") by check payable to Morris & Associates, Inc. within ten (10) business days after the Effective Date of this Agreement. The Final Payment includes all payments, compensation, retainage, and other amounts due to Morris under this Agreement and under the Construction Contract; thus, no further payments shall be made by the City to Morris arising from or relating to the Construction Contract, the Work and the Project. —

4. Waiver and Release. Morris does hereby release, waive, and forever discharge City and its officials, officers, employees, representatives, agents, engineers, consultants, attorneys, successors, assigns and insurers of and from any and all manner of action and actions, cause and causes of action, claims, suits, debts, dues, sums of money, payment applications, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liens, prompt payment act claims, delays, impacts, disruptions, suspensions, controversies, change orders, attorneys' fees, experts' fees, agreements, promises, variances, trespasses, negligence, damages, judgments, executions, implied warranties, third party beneficiaries, and obligation claims, and other legal or equitable claims or demands of any kind whatsoever arising from or related to the Project, Work and Construction Contract (or any combination thereof), that Morris ever had, now has, or hereafter can, shall or may have against City or its officials, officers, employees, representatives, agents, engineers, consultants, attorneys, or insurers, whether direct or contingent, liquidated or un-liquidated, patent or latent, known or unknown.

5. Acknowledgement. The Parties have thoroughly read and reviewed the terms of this Agreement, acknowledge it has been prepared after negotiations between the Parties, and agree that if any ambiguity is contained herein, then in resolving such ambiguity, no weight shall be given in favor or against either party on account of its drafting of this Agreement.

6. Entire Agreement. This Agreement embodies the complete and entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties. The headings used in this Agreement are solely for the sake of convenience and should not be construed to interpret the substance of this Agreement.

7. Execution. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument. The Effective Date of this Agreement shall be the date when signed by the last of the Parties to execute this Agreement.

8. Authority to Execute. Each undersigned individual represents and warrants that he is a duly-authorized agent of the party on whose behalf he is signing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

OWNER

CITY OF WINTER GARDEN, a Florida municipal corporation

By: _____
Michael Bollhoefer, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael Bollhoefer as City Manager of City of Winter Garden, who is personally known to me or who has produced a driver's license as identification.

Notary Public, State of Florida

CONTRACTOR

Morris & Associates, Inc.

By: Ellen Yarkin

Its: CEO

Date: 11-5-2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of November 2014, by Ellen Yarkin as CEO of Morris & Associates, Inc., who is personally known to me or who has produced a driver's license as identification.



Brandy Terry
Notary Public, State of Florida

s:\aka\clients\winter garden\general w500-20501\9th street gravity sewer improvements project\termination of construction contract agreement 11-04-2014.docx

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: November 5, 2014 **Meeting Date:** November 13, 2014

Subject: Award Contract for the 9th Street Sewer Main Replacement to DeWitt Excavating.

Issue: This project was previously award to Morris and Associates, due to the loss of key personnel within their organization they have requested to terminate the contract for convenience.

Although DeWitt Excavating was the highest bidder for this project they have reduce their bid from \$1,050,896.62 to \$ 988,396.62. The reason for this reduction in the bid is they have removed the cost for keeping the road open with one lane from SR50 to Story Rd. The reason this is no longer possible is that the road has recently collapsed in front of the lift station and we are concerned that there may be more situations such as this if we don't replace this sewer main as soon as possible. Materials have been purchased by the City and DeWitt has the resources to complete this work and is ready to mobilize.

The road will be open to local traffic, except in the area of the construction zone, and this will relocate as the contractor moves down the road.

We proposed to close the south half of the road from the lift station to the canal, again to local traffic only. This should not have an impact on the businesses or the residents being able to come and go from Regal Point except for going north. Then once this section has been completed, close the north section from the canal to approximately 500 ft south of Story road. By having a hard road closure at the location of the construction zone the crews well be able to work faster and the full road will be opened sooner than later.

There will be a detour set up for truck traffic on Carter Rd. from SR50 to Story Rd., then on to 9th Street.

We will also accommodate the BBQ Restaurant by directing traffic to their business through the residential area and on to Cypress Street, located on

the north side of their business. If needed, we will add additional parking on the north side of their business.

Recommended action:

Recommend awarding the contract for the 9th Street Sewer Replacement Project to DeWitt Excavating in the amount of \$988,396.62, with a 15% contingency, bringing the project amount to \$1,136,561.13.

Attachments/References:

- Letter of recommendation from the engineer of record, Tetra Tech Engineering.
- Letter from DeWitt Excavating and price reduction revised bid.
- Official Original Bid Tabulation Sheet.



November 4, 2014

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

**Subject: 9th Street Gravity Sewer Improvements
Recommendation of Award**

Tt #: 200-08490-12005

Dear Mr. Cochran:

The City has decided to terminate their contract with Morris and Associates due to various issues related to their ability to successfully complete the project in accordance with the construction documents.

A primary manhole located across from Lift Station No. 23, approximately 150 feet north of the intersection of Ninth Street and Regal Pointe Boulevard, has recently collapsed. The collapse damaged much of the adjacent pavement and temporary measures were implemented to allow continued use of the roadway. Permanent repair of the structure is not necessary as it can be removed from service upon completion of the 9th Street Gravity Sewer Improvements project. However, immediate repair is necessary.

The City has been in discussions with select references for representative projects for DeWitt Excavating, Inc. DeWitt Excavating is qualified to complete the referenced project. To an advantage on this project a majority of the materials have been procured which will greatly improve the performance of the Contractor.

The project was bid on February 25, 2014 and is beyond the 90 day requirement for bids to remain guaranteed. Therefore, a letter from DeWitt Excavating, Inc. is attached that cites an amount of \$988,396.62 which is reduced from the original base bid.

Based upon recent events, our recommendation is that the project be awarded to DeWitt Excavating, Inc. in the amount of \$988,396.62.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Tetra Tech

A handwritten signature in blue ink, appearing to read 'MSaxton', written over a blue circular stamp or seal.

Michael Saxton, P.E.
Project Engineer

MBS/slh/200-08490-12005/construction/bidsupport/Rec of Award November 2014/Rec of Award.doc

C: Mike Kelly, P.E., City of Winter Garden
Craig Sandt, City of Winter Garden
Jon Fox, P.E., Tetra Tech

Tetra Tech, Inc.

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com



November 3, 2014

City of Winter Garden
Attn: Craig Sandt
300 West Plant Street
Winter Garden, FL 34787

Ref: Ninth Street Sewer Repair

Dear Mr. Sandt,

DeWitt Excavating has reviewed our Proposal from February 25, 2014 and based on the changes to the MOT requirements, we can revise our price as shown on the attached Proposal. The MOT requirements have changed from the original bid that required the road to remain open to through traffic. Due to the recent events of an existing sewer manhole collapse, a road closure is now required for a successful project. All other terms and conditions of our bid remain the same.

If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in blue ink that reads "Robert Davila". The signature is written in a cursive style.

Robert Davila

Project Manager

9TH STREET GRAVITY SEWER IMPROVEMENTS Revised October 29, 2014**DeWitt Excavating, Inc.**

Mobilization	1.00	LS	50,000.00	50,000.00
General Requirements	1.00	LS	17,500.00	17,500.00
Indemnification	1.00	LS	1,000.00	1,000.00
Maintenance of Traffic	1.00	LS	52,800.00	52,800.00
Locate Utilities in Advance of Construction	1.00	LS	7,500.00	7,500.00
Bypass Pumping	10.00	DYS	10,000.00	100,000.00
Grout and Abandon Existing 8" SS	36.00	LF	106.00	3,816.00
Grout and Abandon Existing 24" SS	967.00	LF	56.00	54,152.00
Grout and Abandon Existing 30" SS	10.00	LF	113.50	1,135.00
Remove Existing 8" SS	37.00	LF	100.00	3,700.00
Remove Existing 10" PVC	10.00	LF	100.00	1,000.00
Decommission and Remove Existing Manhole	1.00	EA	4,500.00	4,500.00
Core and Reform Existing Manhole	3.00	EA	5,300.00	15,900.00
FRP Manhole OMF	4.00	EA	4,500.00	18,000.00
8" PVC SS PIPE	38.00	LF	145.99	5,547.62
8" PVC SS PIPE OMF	20.00	LF	140.00	2,800.00
24" PVC SS Pipe	57.00	LF	218.00	12,426.00
24" PVC SS Pipe OMF	960.00	LF	140.00	134,400.00
Mill and Resurface Pavement	1,900.00	SY	53.00	100,700.00
Jack and Bore 42" Casing with Carrier Pipe	60.00	LF	2,040.00	122,400.00
All Other Work Not Included	1.00	LS	279,120.00	279,120.00
			Total	\$988,396.62



TETRA TECH

OFFICIAL BID TABULATION

Apparent Low Bidder



CITY OF WINTER GARDEN
9TH STREET GRAVITY SEWER IMPROVEMENTS

Bid Opening: February 25, 2014

Bid Item	Bid Item Name & Category	Total Quantity (A)	Unit	Morris & Associates		CE James, Inc.		Pospiech Contracting		DeWitt Excavating, Inc.	
				Unit Cost (B)	Item Cost (AXB)	Unit Cost (B)	Item Cost (AXB)	Unit Cost (B)	Item Cost (AXB)	Unit Cost (B)	Item Cost (AXB)
1	Mobilization and Demobilization	1	LS	\$ 4,111.75	\$ 4,111.75	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	General Requirements	1	LS	\$ 30,775.00	\$ 30,775.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 22,500.00	\$ 22,500.00
3	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	Maintenance of Traffic	1	LS	\$ 46,780.00	\$ 46,780.00	\$ 50,000.00	\$ 50,000.00	\$ 200,000.00	\$ 200,000.00	\$ 110,300.00	\$ 110,300.00
5	Locate Utilities in Advance of Construction	1	LS	\$ 17,475.00	\$ 17,475.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
6	Bypass Pumping	1	LS	\$ 54,900.00	\$ 54,900.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00
7	Grout and Abandon Existing 8-inch SS	36	LF	\$ 53.50	\$ 1,926.00	\$ 25.00	\$ 900.00	\$ 20.00	\$ 720.00	\$ 106.00	\$ 3,816.00
8	Grout and Abandon Existing 24-inch SS	967	LF	\$ 16.50	\$ 15,955.50	\$ 35.00	\$ 33,845.00	\$ 25.00	\$ 24,175.00	\$ 56.00	\$ 54,152.00
9	Grout and Abandon Existing 30-inch SS	10	LF	\$ 120.00	\$ 1,200.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 113.50	\$ 1,135.00
10	Remove Existing Branch PVC	37	LF	\$ 94.50	\$ 3,496.50	\$ 25.00	\$ 925.00	\$ 15.00	\$ 555.00	\$ 100.00	\$ 3,700.00
11	Remove Existing 10-inch PVC	10	LF	\$ 349.50	\$ 3,495.00	\$ 35.00	\$ 350.00	\$ 20.00	\$ 200.00	\$ 100.00	\$ 1,000.00
12	Decommission and Remove Existing Manhole	1	EA	\$ 3,495.00	\$ 3,495.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00
13	Core and Reform Bench Existing Manhole	3	EA	\$ 4,295.00	\$ 12,885.00	\$ 3,500.00	\$ 10,500.00	\$ 2,000.00	\$ 6,000.00	\$ 5,300.00	\$ 15,900.00
14	FRP Manhole (Owner Material Furnished)	4	EA	\$ 4,920.00	\$ 19,680.00	\$ 15,000.00	\$ 60,000.00	\$ 12,800.00	\$ 51,200.00	\$ 4,500.00	\$ 18,000.00
15	8-inch PVC SS Pipe (Owner Material Furnished)	38	LF	\$ 166.50	\$ 6,327.00	\$ 50.00	\$ 1,900.00	\$ 50.00	\$ 1,900.00	\$ 145.99	\$ 5,547.62
16	8-inch PVC SS Pipe (Owner Material Furnished)	20	LF	\$ 241.75	\$ 4,835.00	\$ 40.00	\$ 800.00	\$ 45.00	\$ 900.00	\$ 140.00	\$ 2,800.00
17	24-inch PVC SS Pipe	57	LF	\$ 351.75	\$ 20,049.75	\$ 400.00	\$ 22,800.00	\$ 420.00	\$ 23,940.00	\$ 218.00	\$ 12,426.00
18	24-inch PVC SS Pipe (Owner Material Furnished)	960	LF	\$ 228.75	\$ 219,600.00	\$ 350.00	\$ 336,000.00	\$ 360.00	\$ 345,600.00	\$ 140.00	\$ 134,400.00
19	Mill and Resurface Pavement	1,900	SY	\$ 43.25	\$ 82,175.00	\$ 25.00	\$ 47,500.00	\$ 12.00	\$ 22,800.00	\$ 53.00	\$ 100,700.00
20	Jack and Bore 42-inch Steel Casing with Carrier Pipe	60	LF	\$ 713.75	\$ 42,825.00	\$ 1,750.00	\$ 105,000.00	\$ 1,200.00	\$ 72,000.00	\$ 2,040.00	\$ 122,400.00
21	All Other Work Not Included in Items 1 through 20	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 279,120.00	\$ 279,120.00
BASE BID				\$	\$ 598,986.50	\$	\$ 835,520.00	\$	\$ 858,990.00	\$	\$ 1,050,896.62

DeWitt Excavating, Inc. - Math Error (Contractor Submitted Bid \$1,050,896.54 / Corrected Bid \$1,050,896.62)
Pospiech Contracting - Math Error (Contractor Submitted Bid \$854,990.00 / Corrected Bid \$858,990.00)

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services
Via: City Manager Mike Bollhoefer
Date: October 29, 2014 **Meeting Date:** November 13, 2014
Subject: Approve Purchase of a 2015 Elgin Mechanical Street Sweeper

Currently the City has only one Street Sweeper, when it is in for maintenance we are unable to keep up with the requests we receive from the public related to street sweeping.

In addition, the current street sweeper not only sweeps up the debris but has a vacuum capability. This feature works well when sweeping leaves off the street and other debris, but presents a problem for sweeping the brick streets in the Downtown area, because the vacuum pulls the sand out from between the bricks. This results in the bricks shifting and becoming misaligned.

The new street sweeper does not use a vacuum and will be used mainly on brick streets as well as used for a back-up unit to the current street sweeper.

The purchase, if approved will be a piggy-back purchase from the State Contract, at a price of \$239,717.00. This item was approved in this year's budget at \$239,717.00.

Recommended action:

Recommend approving the purchase of a 2015 Elgin Mechanical Street Sweeper at a purchase price of \$239,717.00 from the State Contract.

Attachments/References:

- Backup documentation.

Memo

To: Donald Cochran, Assistant City Manager
From: Gary Sapp, Public Services Superintendent
CC: Mike Kelley, Assistant Director of Operations
Date: 10/15/2014
Re: 2015 Elgin Mechanical Sweeper

The Attached bid is for an Elgin broom bear mechanical street sweeper that was approved with this year's budget. We are using Florida Sheriffs Contract Specification # 49 for this purchase and will purchase the sweeper from Environmental Products of Florida. The cost of the new sweeper is \$239,717.00 and a copy of the bid is included in the proposal. This mechanical sweeper is needed so we can properly maintain our brick streets. The sweepers we are currently using are vacuum sweepers which are detrimental to the city's brick streets.

Respectfully

Gary Sapp

**CAPITAL EQUIPMENT
BUDGET REQUEST FY15**

IMPORTANT:

Complete the information, below, in Excel before printing the form
(Only the date and signature can be handwritten)

Date: 6/11/2014

Department: Public Service

Account No: 420-2618-538.63-00

Unit Cost: \$ 239,717.00 If quantity greater than one, Total Cost: \$ -

Description (if requesting more than one like item, please include the quantity in this section):

Elgin broom bear mechanical sweeper

Purpose:

To sweep the brick streets down town without picking up all the sand from around the bricks.

Check, or type an 'X', in One Box Only:

This purchase will replace existing equipment...

This purchase is additional equipment...

*** If you marked the "This purchase is additional equipment" box,**

What is the estimated maintenance and operating costs for item(s) per year?

\$ 500.00 annually

Authorized Signature for Request:

Department Manager

For Finance Use Only:

Date this form was received by Finance: _____

City Manager Decision:

Include request in Proposed FY15 Budget?

Yes

No



Environmental Products *of Florida*

Elgin, Vactor, Sewer Equipment Co. of America, and EnviroSight

ELGIN BROOM BEAR BUDGET QUOTE

Prepared for: GARY SAPP
Prepared by: NICK CAUSEY
Date: OCTOBER 13TH, 2014
Proposal #: BB4MWG1



2525 Clarcona Road ♦ Apopka, FL 32703
Phone: 407-798-0004 ♦ Fax: 407-798-0014
www.EPOFC.com



Environmental Products *of Florida*

Elgin, Vactor, Sewer Equipment Co. of America, and Envirosight

Gary Sapp
City of Winter Garden
1025 Fullers Cross Road
Winter Garden, FL 34787

I am pleased to present the following proposal on a new 2015 Elgin Broom Bear Mechanical Sweeper. As discussed, I have priced this sweeper per the Florida Sheriff's Contract Specification #49. The sweeper's specifications are listed below for your review. Please feel free to call or write with any questions or concerns. Thanks!

Standard Features

- Broom side, air floating suspension with adjustable pin stops, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Camera, Rear with in-cab monitor
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd. with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump, 9'6", 4.5 yard
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mechanical main broom suspension
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Side broom speed control, external to cab
- Sweep resume / raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon

2525 Clarcona Road ♦ Apopka, FL 32703
Phone: 407-798-0004 ♦ Fax: 407-798-0014
www.EPOFC.com



Environmental Products *of Florida*

Elgin, Vactor, Sewer Equipment Co. of America, and Envirosight

Water level indicator in-cab
Water Pump, electric diaphragm
Water tank, molded polyethylene, 360 gallon total nominal capacity

Included Options

Belt Conveyor ILO Squeegee
Automatic Lubrication System
Arrow Stick
Amber Strobe Light
Rear Flood Light
Light Guards
Gutter Broom Tilt (LH Side)
Gutter Broom Tilt (RH Side)
Engine Shutdown- Hydraulic Oil Level & Temp
High Speed Conveyor Motor
Side Broom Pressure Gauge
Service Manual
25' Fill Hose with Strainer and Coupling
LH Fender Mounted Mirror
AM/FM/CD/Auxiliary Player
Front Spray Bar

Total cost per 2014 FSA Pricing: \$259,932.00

DISCOUNT TO MATCH 2013 FSA PRICE: -\$20,215.00

FINAL COST: \$239,717.00

Training: Operator and general maintenance training provided at no additional cost.

Thank you for your time and interest. Please do not hesitate to get in contact with me with any questions or concerns.

Nick Causey, East Coast Regional Manager
Environmental Products of Florida
Email: ncausey@epofc.com
Cell: (904) 537-8799
Fax: (904) 339-9595

10-2014 FSA ELGIN BROOM BEAR PRICING SPEC # 49

<u>Part #</u>	<u>Description</u>	<u>Price</u>
BASE	Cab Over Mechanical Broom Sweeper- Broom Bear	\$268,733.00
Deduct	Single Engine Belt Conveyor- Conventional ILO Cab Over	-\$24,826.00
1095901	Automatic Lubrication System	\$6,619.00
1048298	ArrowStick	\$1,597.00
1048467	Amber Strobe Light	\$355.00
1035637	Rear Flood Light	\$287.00
1037442	Light Guards	\$0.00
1110919	Gutter Broom Tilt (LH Side)	\$1,120.00
1110919	Gutter Broom Tilt (RH Side)	\$1,120.00
UP1078563	Engine Shutdown- Hydraulic Oil Temp & Level	\$755.00
1081776	High Speed Conveyor Motor	\$527.00
UP1035662	Side Broom Pressure Guage	\$465.00
702126	Service Manual	\$121.00
1032484	25' Fill Hose	\$181.00
UP1080756	LH Fender Mounted Mirror	\$480.00
1075400	AM/FM/CD/Auxillary Player	\$816.00
1094893	Front Spray Bar	\$937.00
UP1035625	Conveyor Stall Alarm	\$645.00
1082364	Resume Sweep After Transport	\$0.00

TOTAL \$259,932.00

DISCOUNT TO MATCH 2013 FSA PRICING -\$20,215.00

TOTAL COST \$239,717.00

Options

1046521	RH Extended Reach Broom	\$1,285.00
1104705	Hopper Load Indicator	\$675.00

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SPECIFICATION #049 - CABOVER MECHANICAL BROOM STREET SWEEPER

2015 Elgin Eagle ; 2015 Global Python 2500
2015 Schwarze M6 Avalanche ; 2015 Stewart-Amos Starfire S-5
2015 Wayne Gladiator

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. CAB & CHASSIS:

- a. Engine:
- b. 6 cylinder diesel 240 HP minimum
- c. Transmission:
- d. Automatic transmission to meet the correct engine size and GVW of vehicle. Hydrostatic drive is acceptable.
- e. Engine Equipment:
- f. Alternator - 12V / 130 AMP
- g. Fuel water separator
- h. Fuel tank - 50 gallon
- i. Cab:
- j. Dual operating position type cab to include: Steering, controls, etc for sweeping from either side.
- k. Rubber floor mats
- l. Air ride seating
- m. Pressurized cab with heat and air conditioning
- n. Instrumentation for truck - oil pressure, water temperatures, voltmeter gauges
- o. Instrumentation for sweeper-tachometer, hour meter, oil pressure, coolant temperature gauges
- p. Frame:
- q. Rail type 80,000 psi
- r. Size - 10.9" x 3.5" x .34"
- s. Frame overhang
- t. Wheelbase 130" minimum
- u. Front steel bumper
- v. Safety:
- w. Dual West Coast bright finish heated mirrors with LH & RH remote
- x. Intermittent windshield wipers
- y. Daytime running lights
- aa. Backup alarm
- ab. Auto shutdown
- ab. Axles:
- ac. Front axle: 11,900 lb. GVW
- ad. Rear axle: 21,000 lb. GVW
- ae. Single speed rear axle
- af. 22.5 x 8.25 steel wheels - disc type
- ag. 11R x 22.5 14-ply radial tires
- ah. Brakes:
- ai. Antilock brakes
- aj. Front air brakes - 15 x 4 drum
- ak. Rear air brakes 16.5 x 7 drum
- al. Automatic slack adjusters - front and rear
- am. Air dryer - frame mounted

2. MOUNTED SWEEPER BODY (STANDARD EQUIPMENT):

- a. Engine:
- b. 4 cylinder diesel - 47 horsepower, governed at 2800 RPM
- c. Spin-on oil filter
- d. Alternator - 12V / 60AMP
- e. Side Brooms:
- f. Right & left side gutter brooms (tilt control in cab)
- g. Hydraulically raised & lowered
- h. 42" diameter - segment type
- i. Adjustable down pressure (Manual) - optional down pressure pump
- j. Main Broom:
- k. Length - 58" minimum
- l. Diameter - 35" minimum
- m. Hydraulic motor - direct or chain drive and reversible
- n. Full floating trailing arms w/shocks
- o. Lift Control - inside cab
- p. Sweeper Body:
- q. Overall height - 10' with strobe
- r. Lift capacity - 11,000 lbs minimum
- s. 4.5 cubic yard hopper
- t. Dump height - 10' minimum

- u. Lift design – hydraulic 2-stage scissors
- v. Hopper inspection door
- w. Work lights – 1 on each gutter broom and one in rear
- x. Hydraulic System:
 - y. Hydraulic pump capacity minimum – 24gpm@2600rpm
 - a. Pump: dual tandem gear
 - aa. Reservoir – 21 gallons
 - ab. Spin-on 10 micron hydraulic pump
 - ac. Externally mounted reservoir level indicator
- ad. Water Spray System:
 - ae. Water tank construction – polyethylene and removable
 - af. Water tank capacity - 280 gallons minimum
 - ag. Fill hose 2 1/2" x 16' with NST coupler
 - ah. Diaphragm pump type with run dry capability
 - ai. Pump capacity – 3.0 GPM minimum
 - aj. Minimum of 9 spray nozzles – 2 min per gutter broom, 3 min for main broom
 - ak. Water filter – 80 micron mesh cleanable
- al. Conveyor/Elevator System:
 - am. Minimum of 9 flights – replaceable
 - an. Belt material – rubber reinforced fabric
 - ao. Belt speed – variable with auxiliary engine RPM
 - ap. Drive – reversible with direct drive
 - aq. Elevator jam warning light & buzzer in cab
 - ar. Conveyer flush – built in

PROPOSAL PRICE

BID NO. 14-12-0904

Specification #49 CABOVER MECHANICAL BROOM STREET SWEEPER

Unit Price Per Base	Western District \$268,733.00 /ea.
	Northern District \$268,733.00 /ea.
	Central District \$268,733.00 /ea.
	Southern District \$268,733.00 /ea.

Brand Name: Elgin Eagle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER'S PRINT-OUT (CHRYSLER - "DIAL SYSTEM"; FORD - "DORA"; GENERAL MOTORS - "GM AUTOBOOK"; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 60 - 120 calendar days after receipt of Purchase Order.

14-12-0904

Specification #49 CABOVER MECHANICAL BROOM STREET SWEEPER

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR
DELETE/ADD OPTIONS

Every line will require a DOLLAR VALUE or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
	Delete dual operator controls	Not Applicable
1117004	Conventional Chassis in lieu of Cabover Chassis	\$18,290.00
	Single Left Hand Steering in lieu of Dual Steering	Not Applicable
	Single Gutter Broom in lieu of Dual Gutter Brooms	Not Applicable
	Amber Strobe Light (Cab Mounted with Limb Guard)	Not Applicable
1113136	Downgrade - specify <i>Single engine squeegee M2 Freightliner</i>	\$24,826.00
5801001	Downgrade - specify <i>Dual engine squeegee NP2 Isuzu</i>	\$63,766.00
5801009	Downgrade - specify <i>Single Steer NPR</i>	\$9,600.00
1117860	Downgrade - specify <i>Dual engine squeegee M2 Freightliner</i>	\$10,326.00
	Downgrade - specify	
	Downgrade - specify	
	Alternative cabover chassis - specify	
	Alternative cabover chassis - specify	
	Alternative cabover chassis - specify	
Order code	Add options	Price
11008898	Upgrade option - specify <i>Eagle Waterless</i>	\$25,000.00
1117875	Upgrade option - specify <i>M2 CNG Chassis</i>	\$69,312.00
1117859	Upgrade option - specify <i>Dual Engine Squeegee Autocar</i>	\$6,125.00
	Upgrade option - specify	
	Upgrade option - specify	
	Upgrade option - specify	
-	2-speed rear axle	Standard
-	Warning beacons	Standard
1048468	Amber strobe light (additional)	\$355.00
1035637	Rear flood lights <i>Each</i>	\$287.00
-	Light guards	Standard
1101560	Automatic lubrication system	\$6,619.00

Specification #49 CABOVER MECHANICAL BROOM STREET SWEEPER

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR
DELETE/ADD OPTIONS

Every line will require a DOLLAR VALUE or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

1104503	Hopper lining	\$4,347.00
1101931	Stainless steel hopper	\$10,277.00
-	High dump hopper assembly mounted on conventional chassis	Standard
-	High pressure washdown	Not Applicable
-	Abrasion protection package	Not Applicable
-	Auxiliary fuse panel; 12VDC fused power source panel for additional electrical components	Not Applicable
1102759	Arrowstick	\$1,597.00
1082364	Reverse pick-up head chains	\$1,238.00
1093073	Magnet assembly: 84" magnet, electromechanically activated (2-10 inch adjustment)	\$11,662.00
1104705	Hopper load indicators	\$694.00
-	Hopper drain system	Not Applicable
-	Hopper deluge system	Not Applicable
-	Hi/low pressure washdown system	Not Applicable
1110919	Gutter broom tilt adjuster <i>Each</i>	\$1,120.00
-	Gutter broom - drop down (requires gutter broom tilt adjuster) each	Standard
-	Extra water capacity	Not Applicable
-	Dump switch in cab	Standard
-	Alternative cabover chassis - specify	Not Applicable
-	Alternative cabover chassis - specify	Not Applicable
-	Alternative cabover chassis - specify	Not Applicable
1104970	Optional equipment - specify <i>Hopper up alarm</i>	\$337.00
1101380	Optional equipment - specify <i>Hydraulic oil temperature shutdown</i>	\$327.00
1102798	Optional equipment - specify <i>Hydraulic oil level shutdown</i>	\$327.00
1101379	Optional equipment - specify <i>Broom Hour Meter</i>	\$353.00
702462	Optional equipment - specify <i>Service Manual</i>	\$121.00
1102735	Optional equipment - specify <i>LED stop/tail/rear turn</i>	\$282.00

Specification #49 CABOVER MECHANICAL BROOM STREET SWEEPER

**LEGEND FOR
DELETE/ADD OPTIONS**

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE,
DESCRIPTION AND PRICE

Every line will require a DOLLAR VALUE or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

1104991	Optional equipment - specify <i>LH Camera</i>	\$550.00
1075400	Optional equipment - specify <i>AM/FM/CD</i>	\$816.00
1117611	Optional equipment - specify <i>Front Spray Bar</i>	\$937.00
1081365	Optional equipment - specify <i>Air filter restriction Indicator</i>	\$796.00
1058158	Optional equipment - specify <i>Strip Broom</i>	\$393.00
1081776	Optional equipment - specify <i>High Speed Conveyor Motor</i>	\$527.00
1032484	Optional equipment - specify <i>25' Fill hose</i>	\$181.00
	Optional equipment - specify <i>RH Extended reach side broom</i>	\$1,554.00
	Optional equipment - specify	
Temp	Temporary tag	No Charge
Tran	Transfer existing registration (must provide tag number)	\$100.00
N Tag	New state tag (specify state, county, city, sheriff, etc.)	\$150.00
Maint Plan	Maintenance Plan - specify <i>Full maintenance per year including the chassis</i>	\$14,400.00
Maint Body	Maintenance Plan - specify <i>Body only per year</i>	\$960.00
Warr	Warranty - specify <i>Per year up to 4 additional years</i>	\$2,490.00
	Warranty - specify	
0 % Discount	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services
Via: City Manager Mike Bollhoefer
Date: November 7, 2014 **Meeting Date:** November 13, 2014
Subject: SunRidge Boulevard Widening Project

Issue: The SunRidge Boulevard Widening Project consists of widening the roadway to four-lanes from County Road 545 to the realigned Siplin Road. The project also includes coordination with on-going subdivision projects and with Orange County Public Schools.

On November 4, 2014, the City received bids for the SunRidge Boulevard Widening Project from a total of four (4) contractors. The three (3) eligible apparent lowest bidders have been evaluated by the engineer and have been included on the attached bid tabulation sheet. The bid tabulation shows that DeWitt Excavating Inc. to be the apparent lowest bidder, with a bid of \$667,587.54.

DeWitt Excavating, Inc.	\$667,587.54
T.D. Thomson Construction	\$706,461.88
Masci General Contractor, Inc.	\$790,584.19

Recommended action:

Approving bids and awarding the bid to the lowest bidder for the SunRidge Boulevard Widening Project to DeWitt Excavating Inc. in the amount of \$667,587.54. Approve a 10% contingency for the project with a total project allowance of \$734,346.29.

Attachments/References:

- Engineer's letter of recommendation
- Bid Tabulation Sheet



November 7, 2014

WGC-12942

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

SUBJECT:**BID # PS14-009**
SunRidge Boulevard Widening
Recommendation of Award

Dear Mr. Cochran:

On November 4, 2014, the City of Winter Garden received sealed construction bids for the referenced project from four (4) contractors. The attached tabulation of bids represents a summary of unit prices for the three (3) apparent qualified lowest bidders. Mathematical errors, omitted items, or incorrect extensions, if any, are noted at the end of the summary. The bid tabulation shows DeWitt Excavating, Inc. as the apparent low bidder with a total bid price of \$667,587.54. The second apparent low bidder was T.D. Thomson Construction Company, Inc. with a total bid price of \$706,461.88. The third apparent low bidder was Masci General Contractor, Inc., with a total bid price of \$790,584.19.

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

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

Very truly yours,

PEGASUS ENGINEERING, LLC

A handwritten signature in blue ink that reads "Fursan Munjed".

Fursan S. Munjed, P.E.
Principal

Attachments: Bid Tabulation
 Bid Checklist

"Engineering A Higher Standard"

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

www.pegasusengineering.net



**CITY OF WINTER GARDEN, FLORIDA
SUNRIDGE BOULEVARD ROADWAY IMPROVEMENTS
BID TABULATION**



Item No.	Description	Unit	Estimated Quantity	DeWitt Excavating, Inc.		Masci General Contractor		T.D. Thomson Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101-1	MOBILIZATION	LS	1	\$34,609.00	\$34,609.00	\$97,230.00	\$97,230.00	\$79,000.00	\$79,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$9,850.00	\$9,850.00	\$34,200.00	\$34,200.00	\$15,000.00	\$15,000.00
102-99	VARIABLE MESSAGE BOARDS	ED	120	\$14.30	\$1,716.00	\$19.00	\$2,280.00	\$58.00	\$6,960.00
104-14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	\$15,632.00	\$15,632.00	\$6,970.00	\$6,970.00	\$9,800.00	\$9,800.00
110-1-1	CLEARING AND GRUBBING (3 Acres)	LS	1	\$45,001.00	\$45,001.00	\$35,800.00	\$35,800.00	\$11,500.00	\$11,500.00
120-1	EXCAVATION, REGULAR	CY	1,813	\$15.63	\$28,337.19	\$12.50	\$22,662.50	\$8.00	\$14,504.00
120-6	EMBANKMENT	CY	1,636	\$4.00	\$6,544.00	\$12.73	\$20,826.28	\$8.00	\$13,088.00
120-99	SPECIAL EXCAVATION AND EMBANKMENT	CY	2,742	\$16.49	\$45,215.58	\$12.50	\$34,275.00	\$9.00	\$24,678.00
160-4	TYPE B STABILIZATION (LBR 40) (12")	SY	5,483	\$2.80	\$15,352.40	\$11.90	\$65,247.70	\$3.50	\$19,190.50
285-709-328	BASE GROUP 9 - SOIL CEMENT BASE (12" (300 PSI, PRIMED, PLANT MIXED)	SY	4,140	\$21.68	\$89,755.20	\$24.45	\$101,223.00	\$36.00	\$149,040.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	5,110	\$0.98	\$5,007.80	\$2.75	\$14,052.50	\$3.50	\$17,885.00
334-1-23	SUPERPAVE ASPHALTIC CONCRETE 3", TRAFFIC LEVEL C, PG 76-22, PMA(330 LBS/SY)	SY	4,140	\$21.91	\$90,707.40	\$21.90	\$90,666.00	\$16.00	\$66,240.00
337-7-42	ASPHALTIC CONC. FRICTION COURSE, 1" FC-9.5 (TRAFFIC LEVEL C, PG 76-22, PMA) (110 LBS/SY)	SY	9,250	\$8.39	\$77,607.50	\$9.07	\$83,897.50	\$7.50	\$69,375.00
400-1-15	CLASS I CONCRETE (MISCELLANEOUS)	CY	5	\$326.50	\$1,632.50	\$150.00	\$750.00	\$300.00	\$1,500.00
425-1-351	INLETS (CURB TYPE P-5) (<10')	EA	2	\$4,064.49	\$8,128.98	\$4,750.00	\$9,500.00	\$3,000.00	\$6,000.00
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	5	\$2,247.30	\$11,236.50	\$2,720.00	\$13,600.00	\$1,500.00	\$7,500.00
430-11-325	CONCRETE PIPE CULVERT (SS, CLASS III) (18")	LF	8	\$85.73	\$685.84	\$125.00	\$1,000.00	\$100.00	\$800.00
440-1-20	UNDERDRAIN (6") (TYPE II)	LF	230	\$22.85	\$5,255.50	\$27.90	\$6,417.00	\$34.00	\$7,820.00
515-2-201	PEDESTRIAN/BICYCLE RAILING (STEEL) (42" PICKET RAILING) (CONTINGENCY)	LF	50	\$174.46	\$8,723.00	\$87.55	\$4,377.50	\$97.00	\$4,850.00
520-1-7	CONCRETE CURB AND GUTTER (TYPE E)	LF	4,110	\$20.52	\$84,337.20	\$15.25	\$62,677.50	\$19.00	\$78,090.00
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	497	\$19.52	\$9,701.44	\$15.25	\$7,579.25	\$18.00	\$8,946.00
522-1	CONCRETE SIDEWALK (4" THICK)	SY	931	\$28.52	\$26,552.12	\$34.50	\$32,119.50	\$39.50	\$36,774.50
527-2	DETECTABLE WARNINGS	SF	100	\$15.33	\$1,533.00	\$43.45	\$4,345.00	\$29.00	\$2,900.00
570-1-2	PERFORMANCE TURF, SOD	SY	9,400	\$3.48	\$32,712.00	\$2.25	\$21,150.00	\$4.00	\$37,600.00
	SUBTOTAL ROADWAY				\$655,833.15		\$772,846.23		\$689,041.00
700-1-11	SINGLE POST SIGN (F&I) (UP TO 12 SF)	AS	2	\$357.50	\$715.00	\$250.00	\$500.00	\$350.00	\$700.00
700-1-50	SINGLE POST SIGN (RELOCATE)	AS	5	\$110.00	\$550.00	\$200.00	\$1,000.00	\$132.00	\$660.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	116	\$4.40	\$510.40	\$4.00	\$464.00	\$7.70	\$893.20
	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	32	\$4.40	\$140.80	\$4.00	\$128.00	\$7.70	\$246.40
711-16-111	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6" SOLID)	NM	0.236	\$4,510.00	\$1,064.36	\$5,700.00	\$1,345.20	\$6,679.20	\$1,576.29
711-16-123	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (12" SOLID)	LF	615	\$1.82	\$1,119.30	\$4.00	\$2,460.00	\$2.53	\$1,555.95
711-16-125	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (24" SOLID)	LF	92	\$3.52	\$323.84	\$5.78	\$531.76	\$5.50	\$506.00
711-16-131	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6") (10' - 30' SKIP)	GM	0.740	\$1,742.40	\$1,289.38	\$2,500.00	\$1,850.00	\$1,742.40	\$1,289.38
711-16-151	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (6") (GUIDELINE) (6'-10')	LF	84	\$0.33	\$27.72	\$2.50	\$210.00	\$1.27	\$106.68
711-16-160	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (MESSAGES)	EA	6	\$137.50	\$825.00	\$300.00	\$1,800.00	\$176.00	\$1,056.00
711-16-170	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (ARROWS)	EA	4	\$60.50	\$242.00	\$95.00	\$380.00	\$82.50	\$330.00
711-16-211	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (6" SOLID)	NM	0.973	\$4,510.00	\$4,388.23	\$5,500.00	\$5,351.50	\$7,260.00	\$7,063.98
711-16-224	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (18" SOLID)	LF	225	\$2.20	\$495.00	\$5.50	\$1,237.50	\$4.68	\$1,053.00
711-16-251	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (YELLOW) (6") (GUIDELINE) (6'-10')	LF	192	\$0.33	\$63.36	\$2.50	\$480.00	\$2.00	\$384.00
	SUBTOTAL SIGNING & PAVEMENT MARKING				\$11,754.39		\$17,737.96		\$17,420.88
Grand Total					\$667,587.54		\$790,584.19		\$706,461.88

BID CHECKLIST				
PROJECT DATA		BIDDER INFORMATION		
Owner: City of Winter Garden	Name: DeWitt Excavating, Inc.			
Location: 300 West Plant Street Winter Garden, FL 34787	Address: 14463 West Colonial Drive Winter Garden, FL 34787			
Contract: Bid #PS14-009 SunRidge Boulevard Widening	Contractor's No.: CUC 057296			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	✓			
Balanced Bid?	✓			
Extensions correct?	✓			
Incomplete unit prices?		✓		
Conditional bid?		✓		
Bid Proposal properly signed?	✓			
Serious bid omissions?		✓		
Unauthorized alterations of form?		✓		
Questionnaire Completed?	✓			
Subcontractors less than 50% of bid amount?	✓			
Project Experience References?	✓			
Compliance with Florida Trench Safety Act?	✓			
Drug-Free Workplace Certification?	✓			
5% Bid Bond	✓			
Corporate Authority?	✓			
Power of Attorney	✓			
Noncollusion Affidavit?	✓			
Certification of Non-Segregated Facilities?	✓			
Sworn Statement on Public Entity Crimes?	✓			
Non-Discriminatory Labor Practices	✓			

✓ in box for properly completed Bid.

BID CHECKLIST				
PROJECT DATA		BIDDER INFORMATION		
Owner: City of Winter Garden	Name: T.D. Thomson Construction Company, Inc.			
Location: 300 West Plant Street Winter Garden, FL 34787	Address: 1055 Vineland Road Winter Garden, Florida 34787			
Contract: Bid #PS14-009 SunRidge Boulevard Widening	Contractor's No.: CUC-057146			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	✓			
Balanced Bid?	✓			
Extensions correct?	✓			
Incomplete unit prices?		✓		
Conditional bid?		✓		
Bid Proposal properly signed?	✓			
Serious bid omissions?		✓		
Unauthorized alterations of form?		✓		
Questionnaire Completed?	✓			
Subcontractors less than 50% of bid amount?	✓			
Project Experience References?	✓			
Compliance with Florida Trench Safety Act?	✓			
Drug-Free Workplace Certification?	✓			
5% Bid Bond	✓			
Corporate Authority?	✓			
Power of Attorney	✓			
Noncollusion Affidavit?	✓			
Certification of Non-Segregated Facilities?	✓			
Sworn Statement on Public Entity Crimes?	✓			
Non-Discriminatory Labor Practices	✓			

✓ in box for properly completed Bid.

BID CHECKLIST				
PROJECT DATA		BIDDER INFORMATION		
Owner: City of Winter Garden	Name: Masci General Contractor, Inc.			
Location: 300 West Plant Street Winter Garden, FL 34787	Address: 5752 S. Ridgewood Avenue Port Orange, Florida 32127			
Contract: Bid #PS14-009 SunRidge Boulevard Widening	Contractor's No.: CGC-1518864			
Checklist	Check One			Comments
	Yes	No	N/A	
Acknowledges all Addenda?	✓			
Balanced Bid?	✓			
Extensions correct?	✓			
Incomplete unit prices?		✓		
Conditional bid?		✓		
Bid Proposal properly signed?	✓			
Serious bid omissions?		✓		
Unauthorized alterations of form?		✓		
Questionnaire Completed?		✓		
Subcontractors less than 50% of bid amount?	✓			
Project Experience References?	✓			
Compliance with Florida Trench Safety Act?		✓		
Drug-Free Workplace Certification?		✓		
5% Bid Bond	✓			
Corporate Authority?	✓			
Power of Attorney	✓			
Noncollusion Affidavit?		✓		
Certification of Non-Segregated Facilities?		✓		
Sworn Statement on Public Entity Crimes?		✓		
Non-Discriminatory Labor Practices		✓		

✓ in box for properly completed Bid.

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

From: City Clerk Golden

Date: November 5, 2014

Meeting Date: November 13, 2014

Subject: Planning and Zoning Board appointment **postponed** October 23, 2014

Issue: Appointment to fill expired seat held by Mac McKinney (District 1) who has met his two-term limit

The term is for three years and would expire the second meeting in October 2017.

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: Districts 1 and 4 are eligible for appointment because there are already two per district in 2 & 3.

District 1

Neal Lippold
Eric Rainville
Ron Sikes
James Hawthorne

District 4

Gerald Montgomery
Henry Haddock
Matthew Martin
Ryan Dotson

Current Composition:

H. Gerald Jowers	District 1	October 2016
Mae McKinney	District 1	October 2017
Heather Gantt	District 2	October 2016
Eric Weiss	District 2	October 2017
Mark Maciel	District 3	October 2016
Mark DeFuso	District 3	October 2017
David Kassander	District 4	October 2017



STAFF INTERVIEW... 3-26-12
No response 5-20-14 1-10-13 9-18-14
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? 31
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

BOARD APPOINTMENT INTEREST FORM

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

DATE: April 7, 2011

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

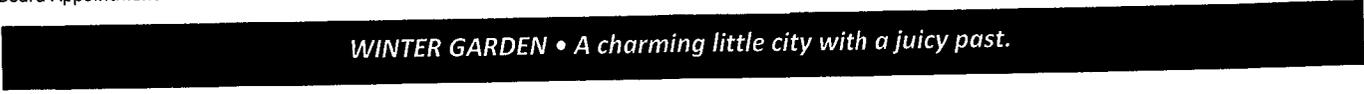
- *CODE ENFORCEMENT BOARD
- *PLANNING & ZONING BOARD
- *COMMUNITY REDEVELOPMENT AGENCY
- *COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE OWN / OPERATE A BUSINESS / OTHER
- *GENERAL EMPLOYEES PENSION BOARD
- *FIRE/POLICE PENSION BOARD
- *ARCHITECTURAL REVIEW 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

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



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 Debarry

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

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.



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300 WEST PLANT STREET
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BOARD APPOINTMENT INTEREST FORM

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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.





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Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

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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

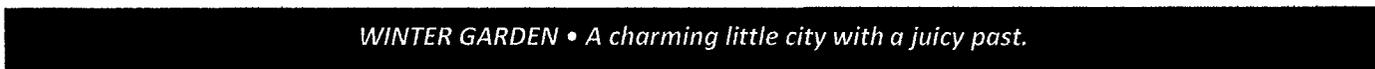
REFERENCES:
Michelle Tatum - 407-825-7111 / James Buck - 336-669-1574 / Veronica Perter - 843-424-0178

- 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
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 - *FIRE/POLICE PENSION BOARD
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- 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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Rec'd 4-22-13

9-11-14

BOARD APPOINTMENT INTEREST FORM

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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? 2008

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

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.

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BOARD APPOINTMENT INTEREST FORM

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FEEL FREE TO ATTACH A RESUME.

DATE: 05/15/2013

VERIFIED INTEREST ON: 05/15/2013
May 2014

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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- 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.

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THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10



Rec'd. 7-21-11

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.

32713 9-11-14

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: Wat 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

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