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

REGULAR MEETING December 11, 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 November 13, 2014

2. **PRESENTATION** on special events - City Manager Bollhoefer

3. **FIRST READING OF PROPOSED ORDINANCE**
   A. **Ordinance 15-12**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 74-106 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN TO CLARIFY THE LANGUAGE IN REGARDS TO THE REMOVAL AND IMPOUNDING OF ILLEGALLY PARKED, ABANDONED OR DISABLED VEHICLES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL IN EVENT OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 8, 2015** – Police Chief Brennan

4. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**
   A. **Ordinance 15-04**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 23.64 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTH, SOUTH, EAST, AND WEST CORNERS OF THE INTERSECTION OF MARSH ROAD AND WILLIAMS ROAD AT 17416, 17451, 17500, AND 17501 MARSH ROAD AND 2002 WILLIAMS ROAD, FROM CITY NO ZONING (NZ) TO CITY URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); DESCRIBING THE DEVELOPMENT AS THE FOUR CORNERS UVPUD; PROVIDING FOR CERTAIN UVPUD REQUIREMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE subject to conditions in the staff report **with the second reading and public hearing being scheduled for January 8, 2015 -** Community Development Director Williams

   B. **Ordinance 15-05**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVENUE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
   C. **Ordinance 15-06**: 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 0.22 ± ACRES OF LAND LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVEUNE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
   D. **Ordinance 15-07**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVENUE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

with the second reading and public hearing being scheduled for January 8, 2015 - Community Development Director Williams

E. **Ordinance 15-08**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

F. **Ordinance 15-09**: 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 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD FROM ORANGE COUNTY RURAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

G. **Ordinance 15-10**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD FROM ORANGE COUNTY A-1 AGRICULTURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 8, 2015 -** Community Development Director Williams

H. **Ordinance 15-11**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING DIVISIONS 3, 4 AND 5 OF ARTICLE II, CHAPTER 42 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; PROVIDING FOR INCREASED IMPACT FEES FOR POLICE PROTECTION, FIRE AND RESCUE AND RECREATION IMPACT FEES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 8, 2015** – City Manager Bollhoefer

5. **SECOND READING AND PUBLIC HEARING 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 – City Manager Bollhoefer

6. **REGULAR BUSINESS**

A. Recommendation to approve entering into Indemnity Agreements with for lots 23 and 24 (The Ryland Group, Inc.) and lots 25 and 26 (M/IHomes of Orlando, LLC) within Hickory Hammock Phase 1A Subdivision - Community Development Director Williams

B. **HEARING** regarding violation of City Code Section 114-64 for unpermitted removal of an oak tree at 130 N. Lakeview Avenue; owners of record are Charles and Katherine Yoder Trust - Community Development Director Williams

C. Recommendation to approve entering into a developer's agreement with Leyott Corporation and McKinnon Groves, LLP for property located at 17500 Marsh Road - Community Development Director Williams

D. Recommendation to approve Final Plat for Oakland Park subdivision Phase 2A - Community Development Director Williams

E. Recommendation to waive formal procurement procedures for master planning services, authorize the City Manager to execute a services contract with Real Estate Research Consultants, Inc. in an amount not to exceed $100,000, and approve a Reimbursement Agreement with the City of Ocoee (Tri Cities Partnership) – Economic Development Director Gerhartz

F. Recommendation to authorize the purchase of a new solid waste front-end loading commercial truck using a state contract for $236,835.50, as budgeted – Assistant City Manager of Public Services – Cochran
G. Recommendation to authorize the purchase of a new side loading refuse truck using another municipality's contract for $235,115.00, as budgeted – Assistant City Manager of Public Services – Cochran
H. Recommendation to approve renewal of annual agreement with Quality Vault for opening and closing cemetery services for one year with no increase - Assistant City Manager of Public Services – Cochran
I. Appointment to the General Employees Pension Board for expiring term of Mark Griffith for a two-year term ending December 2016 – City Clerk Golden

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

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

9. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer
   A. Discussion on Brandy Creek stormwater issues

10. **MATTERS FROM MAYOR AND COMMISSIONERS**
   A. Discussion on the number of members on the Planning and Zoning Board and staggered terms *(postponed on 11/13/2014)*

ADJOURN to a Regular Meeting on January 8, 2015 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.

CITY OF WINTER GARDEN

CITY COMMISSION
REGULAR MEETING MINUTES
November 13, 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, Kent Makin, Robert Olszewski and Colin Sharman

Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, 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, and Recreation Director Jay Conn

1. **APPROVAL OF MINUTES**
   Motion by Commissioner Olszewski to approve regular meeting minutes of October 23, 2014, as submitted. Seconded by Commissioner Makin and carried unanimously 3-0.

   Commissioners Buchanan and Sharman arrived at 6:34 p.m.

2. **OATH OF OFFICE AND INTRODUCTION OF NEW POLICE OFFICER**
   Police Chief Brennan introduced and administered the oath of office to Officer Jessica McCambridge.

At this time, Mayor Rees changed the order of business to act on Items 4.A. B. and C.

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

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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

City Attorney Ardaman read Ordinances 15-01, 15-02, and 15-03 by title only. Community Development Director Williams stated that this is a voluntary request for annexation, initial zoning, and comprehensive plan designation. He noted that this property was before the City Commission last year and was continued for approximately four months due to title issues. The title issues have been resolved and that application was withdrawn. The process has been restarted.

The request for zoning is a little different than other properties in the area. It is for R1-B, which are 75 foot lots. On the south side of the road, properties are all R1 with 85 foot lots. However, the properties on the north, where this property is located, are all 65 and 70 foot lots under PD zoning and R1-B. He explained that the other properties in the area had the lower lot sizes, so they have asked that the applicant go with the lower size of 75 feet rather than 85. He noted that the odd configuration of the property with its triangular peak precludes the applicant from getting a very good yield on the property. The applicant will actually only have 26 lots on the 11+ acres. This is approximately 2.3 homes per acre. Staff and the Planning and Zoning Board have reviewed this application and recommend approval, subject to the conditions.

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

Motion by Commissioner Makin to approve Ordinances 15-01, 15-02, and 15-03 with the second reading and public hearing being scheduled after review by the state. Seconded by Commissioner Buchanan and carried unanimously 5-0.

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

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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

City Attorney Ardaman read Ordinance 14-42 by title only. City Manager Bollhoefer stated that this ordinance is required by the State, and the City has to allow this change or lose its funding.

Motion by Commissioner Olszewski to approve Ordinance 14-42 with the second reading and public hearing being scheduled for December 11, 2014. Seconded by Commissioner Sharman and carried unanimously 5-0.

4. **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

City Attorney Ardaman read Ordinance 14-38 by title only. Community Development Director Williams stated that this property has been purchased and is currently being used as three rental units within a single family house and an accessory structure. The applicant is the purchaser. They may, in the future, convert it to either an office with rental units or an artist gallery. Staff feels this is appropriate for what the City has planned along that corridor. Staff recommends approval of the request.

Commissioner Sharman asked if this was in the parking garage district. Mr. Williams responded yes.

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

Motion by Commissioner Buchanan to adopt Ordinance 14-38. Seconded by Commissioner Sharman and carried 4:1; Mayor Rees opposed.

5. **REGULAR BUSINESS**

A. **Recommendation to approve the Final Plat for Hickory Hammock Phase 1D**

Community Development Director Williams stated that this is an active project on Avalon and Marsh Road. It has been a very successful lakefront community and is moving quite quickly. This plat is for 149 lots on 101 acres that has been reviewed by

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staff and is in compliance with all conditions of the code and all conditions of approval on the project. Staff recommends approval.

Motion by Commissioner Sharman to approve the final plat for Hickory Hammock Phase 1D. Seconded by Commissioner Buchanan and carried unanimously 5-0.

B. **Recommendation to approve proposed site plan for 591 Susan B. Britt Court owned by Tierra, Inc.**

Community Development Director Williams stated that this is a proposal for approval on Susan B. Britt Court. This particular property is proposed to be developed with a material testing lab for construction materials. They have submitted a site plan that complies with our codes and the conditions of approval. Staff recommends approval subject to the conditions provided in the staff report.

Motion by Commissioner Olszewski to approve the proposed site plan for 591 Susan B. Britt Court owned by Tierra, Inc. Seconded by Commissioner Makin and carried unanimously 5-0.

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 stated that this is a recommendation to authorize the City Manager to sign a purchase agreement for a 15,461 square feet property next to the storage tank on Daniels Road. Somehow there were odd configurations of the parcel and the business part that runs on CR535 actually encroaches on the City's tank site. The owner was very cooperative and willing to sell that piece of property to the City; allowing for better security and control of the property. They have agreed to a purchase price of $20,000.00, which is $1.70 per square foot. Staff recommends approval.

Commissioner Sharman noted that this property has been chopped up a couple different times and hopes this is the last time it will need to come before the City Commission.

Motion by Commissioner Sharman 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. Seconded by Commissioner Makin and carried unanimously 5-0.

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 stated that several months ago the City awarded a contract to Morris and Associates for the 9th Street sewer main

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replacement. He noted that during this time, Mr. Morris has had some difficulties within his company. Since negotiations began on this agreement, Mr. Morris has since stepped into a wet well of a lift station and is incapacitated in the hospital. Before this happened, Mr. Morris was given a notice to proceed and had put up message boards as though he was going to start the work, but never did. After several months of this, staff met with him and gave him an opportunity to pull out of the contract, with the City paying his administrative costs. Staff advised Mr. Morris that it would be best to terminate for convenience, with the City paying him $7,447.04 for his administrative costs he had into the project at this time. Mr. Morris was more than happy to do so in order to back out of the project.

Commissioner Makin asked how much of those fees were negotiated down, noting that he was sure it was higher than that. Mr. Cochran agreed that it was higher, noting that Mr. Morris had wanted another $20,000.00 to $30,000.00.

Motion by Commissioner Sharman 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. Seconded by Commissioner Buchanan and carried unanimously 5-0.

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 stated that this is a rare request for permission to award a contract for which there is an emergency on 9th Street. He shared why the road is currently collapsing and that there are steel plates out there. Therefore, staff is asking the City Commission to award the contract to the highest bidder, DeWitt, who has lowered their price to $988,396.62. The way staff was able to get DeWitt to the lower price is that the construction zone will be a hard road closure. The road would be open on both ends, only to local traffic, but you would not be able to drive all the way through. He explained that the pipe sits right in the middle of the road and will need heavy equipment to expedite this project. Staff recommends that the City require a hard road closure in this construction zone.

Commissioner Makin asked how long would it be. Mr. Cochran responded that it would be approximately 90 to 120 days, if there are no unforeseen problems.

Commissioner Makin asked if any of the businesses had been notified. Mr. Cochran replied that staff has spoken to the businesses all along the way, but right now the road would be open up to the point of the lift station for local traffic. He explained that people would be able to get to their subdivision and business destinations.

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Commissioner Makin voiced concerns regarding the Lynx bus, schools buses, and public transportation. There was discussion that notifications would need to go out to Lynx and the Orange County Public School Board.

Mr. Cochran noted that the plan will be to detour big trucks down Carter Road, so they can get to Story Road and then on to Ninth Street.

Mayor Rees asked when this project is anticipated to start. Mr. Cochran stated that the City has already purchased the materials and DeWitt is ready to start work.

Commissioner Olszewski thanked City staff and noted that he knows the smell that has been coming from this lift station has been a problem that has been mitigated. He asked the City Manager to relay to Mr. DeWitt the importance of expediting this project.

Commissioner Olszewski noted that the owner of the BBQ restaurant has been in contact with him numerous times throughout the last couple years and asked if staff has spoken to him. Mr. Cochran replied that he has been to this establishment many times over the past several months. Commissioner Olszewski expressed that he would like to see the City do as much as we can for him as he has been inconvenienced a couple times; with this sounding like it could be a potentially grave threat to his business. Mr. Cochran responded that staff has already been looking into paving the north side of his business to give him additional parking. He expressed that the City would put up signage and do what we can to make sure customers can find their way to his business. He also stressed that it will be finished before Thanksgiving.

Mr. Cochran shared the difficulty with the pipe being 19 feet deep is one of the reasons why lower bidding contractors were not chosen. He expressed that DeWitt has more resources for as fast as it needs to be done.

Mr. Cochran stated that he is recommending that a 15 percent contingency be added, bringing the project amount up to $1,136,561.13. He usually would only request a 10 percent contingency but considering the depth of this pipe and that it straddles in between the existing sewer pipe and a six inch high pressure gas main to the east side, if the trench starts to collapse, they will have to be able to hold up that gas main and bridge it as they go. He stressed that we do not want anything to happen to the gas main; thus the additional funds should there be a problem.

City Attorney Ardaman asked for clarification on this being a health and safety emergency need for the contract in order to be able to make those adjustments and recommendations that he made to the City Commission. Mr. Cochran responded yes.

Motion by Commissioner Buchanan to award contract to DeWitt Excavating, Inc. for 9th Street Sewer Replacement Project at a reduced bid amount not to exceed

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$1,136,561.13 that includes a 15 percent contingency. Seconded by Commissioner Makin and carried unanimously 5-0.

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 stated that this item is to approve the purchase of 2015 Elgin Mechanical Street Sweeper. The City currently only has one street sweeper that not only picks up debris but also has a vacuum unit. Staff has found that when it is used on brick streets, it is pulling up the sand. The street sweeper staff is recommending here, does not have a vacuum unit and it will be used on the downtown streets and all the brick streets around town. This will save the City from having to make so many repairs as in the past. He also noted that there is a need for two street sweepers to keep up with the workload.

Commissioner Buchanan asked if there was a way to turn off the vacuum portion of the sweeper. Mr. Cochran stated that is the question he asked and apparently not.

Mayor Rees asked if this will allow the streets to be swept a little more often in the downtown corridor to keep runoff from going down into the lake. Mr. Cochran replied yes, we will be running both of them almost on a daily basis.

Motion by Commissioner Sharman 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. Seconded by Commissioner Makin and carried unanimously 5-0.

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 stated that this item is for the widening of SunRidge Boulevard. On November 4, 2014, the City received bids for the widening project. There were three eligible lowest bidders with DeWitt Excavating coming out as the lowest bidder at $667,587.54. Staff recommends awarding this contract to DeWitt Excavating, Incorporated.

Mayor Rees asked Mr. Cochran if he had any concerns about the amount of contracts DeWitt Excavating is doing in town and will they be able to get them all completed in a timely manner. Mr. Cochran responded that he has no concerns because DeWitt will be using another crew to do this work.

Commissioner Sharman asked if this will be done over the Christmas and New Year's break from school. Mr. Cochran answered that this will start in January and probably carry through to the summer, but hopefully be complete before school starts next year.

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City Manager Bollhoefer stated that staff met with the school and ask what would be the best timeframe for them and this is what they suggested.

Motion by Commissioner Sharman to approve bids and award contract for SunRidge Boulevard Widening Project to DeWitt Excavating, Inc. in the amount of $734,346.29, which includes a 10 percent contingency. Seconded by Commissioner Buchanan and carried unanimously 5-0.

H. **Appointment to the Planning and Zoning Board for expiring term of Millard (Mac) McKinney for a three year term ending October 2017**

Mayor Rees stated that this item is the appointment to the Planning and Zoning Board for the expiring term of Millard (Mac) McKinney for a three year term ending October 2017, which was postponed from the prior City Commission meeting. He noted that Mac McKinney was in District 1 and recognized Commissioner Makin.

Motion by Commissioner Makin to appoint James William Hawthorne [*District 1*] to the Planning and Zoning Board for expiring term of Millard (Mac) McKinney for a three year term ending October 2017. Seconded by Commissioner Buchanan.

Commissioner Buchanan stated that he seconds the motion but wanted to submit the name of George Spigener, Jr. for future consideration. He noted that it was not necessarily for this appointment but he would like to see him be considered. Mr. Spigener has lived here all his life and his dad has been here. He feels that he would have a lot to offer if he was appointed to a position.

Commissioner Makin noted that he also talked to George Spigener and expressed that he too felt that George was a good guy who had done a lot for the community. In reviewing the applications, he noted that William Hawthorne has been here all his life and is an engineer, which is an aspect that he liked.

Mayor Rees asked Commissioner Buchanan if he was submitting Mr. Spigener's name for future consideration. Commissioner Buchanan responded yes, he would like to see him be recommended.

Motion carried unanimously 5-0.

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

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

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

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

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Commissioner Buchanan stated that he was gone this past weekend and missed the downtown festivities but made up for it with the Gator's game.

Commissioner Olszewski expressed that it was a great job for our first inaugural CultureFest. He noted that at night the Cityscape and lighting was breathtaking.

Commissioner Olszewski announced the East Winter Garden Gala coming up at the end of the month at Tanner Hall.

Commissioner Sharman reminded everyone of the Car Show this weekend. He noted that it is potentially Andy Bruns' last year of running the Car Show.

Mayor Rees thanked staff for their efforts with the Halloween and great events. He expressed that a lot of people put in a lot of time both with preparation and afterwards cleaning up.

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

Mayor Rees stated that the Planning and Zoning Board currently has seven members and asked if the City Commission wanted to increase it. He expressed that from a functional standpoint, it probably does not do a lot of good; but if it allows the Commissioners to have two representatives from each district and one at large, this is something the City Commission can take a look at. It may alleviate the issue of having three or four members terming out and potentially start a whole new Planning and Zoning Board.

Commissioner Olszewski noted that he brought this up at the last meeting and thinks it is fair for the citizens that live in Winter Garden's fourth district to have the extra seat and have their member on the Planning and Zoning Board and an at large appointment who can be appointed or recommended by the Mayor.

Mayor Rees suggested that the City Commission think on this issue and it will be brought back for discussion at the next meeting.

The meeting adjourned at 7:10 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

DRAFT

_____

City Clerk Kathy Golden, CMC

DRAFT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: George Brennan, Police Chief

Via: City Manager Mike Bollhoefer

Date: December 4 2014 **Meeting Date:** December 11, 2014

Subject: Chapter 74 Amendment
Ordinance 15-12

Issue: Amend Section 74-106 of Article III, of Chapter 74 of the Code of Ordinances of the City of Winter Garden.

The current ordinance language has some ambiguity and redundancy in regards to the removal and impounding of illegally parked, abandoned or disabled vehicles.

Recommended action: Approve Ordinance 15-12 with the second reading and public hearing scheduled for January 8, 2015.

Attachment(s)/References:

Ordinance 15-12

ORDINANCE 15-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 74-106 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN TO CLARIFY THE LANGUAGE IN REGARDS TO THE REMOVAL AND IMPOUNDING OF ILLEGALLY PARKED, ABANDONED OR DISABLED VEHICLES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL IN EVENT OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has the authority to regulate and enforce the stopping, standing, or parking of vehicles upon any street or alley within the city pursuant to Article VIII, § 2(b) of the Florida Constitution and §§ 166.~~221~~021; 316.008, Florida Statutes; and

WHEREAS, the City of Winter Garden desires to amend the language of ordinance 74-106 to clarify the removal and impounding of vehicles from any street or alley within the city.

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

Section 1: Authority. The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, and Chapter 166 and § 316.008, Florida Statutes.

Section 2: Adoption. Article III of Chapter 74 of the City of Winter Garden Code is hereby amended to revise the language of Section 74-106 (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 74-106. – Removal and impounding of illegally parked, abandoned or disabled vehicles.

Police officers are authorized to remove any vehicle from any street or alley within the city to an authorized towing vendor's vehicle storage facility ~~a public garage~~ or other place of safety at the owner's expense, under the following circumstances:

(1) When any vehicle is left unattended:

a. On a sidewalk;

b. In front of a public or private driveway;

c. Within 15 feet of a fire hydrant or in a fire lane;

d. Within an intersection;

e. On a crosswalk;

f. Between a safety zone and the nearest curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the city has indicated a different length;

g. In a space designated for emergency vehicles only;

h. Within 20 feet of a driveway entrance to a fire station and, if prohibited by a sign, on the side of a street opposite such station;

i. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic and is prohibited by sign;

j. At any place where official signs prohibit parking, stopping or standing ~~and the vehicle is obstructing traffic or otherwise creating a safety hazard~~;

k. In a city off-street parking facility for any period of time longer than 24 hours or upon any street longer than 72 hours;

l. Upon any bridge, elevated structure, viaduct, causeway, tube or tunnel where such vehicle is obstructing traffic or otherwise creating a safety hazard;

m. For more than two hours in a painted safety zone on roadways within the city; and

n. For more than 24 hours on the shoulder or median of state roadways within the city limits.

(2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or because of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.

(3) When any vehicle is parked on any parking facility or area designated or used in connection with city hall, the police station, or other facilities of the city in violation of the posted signs and the permitted uses.

(4) When any motor vehicle remains stopped or parked on any property owned or controlled by the city not designated for parking for a period longer than 12 hours.

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

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

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

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

FIRST READING: ____December 11_____, 2014.

SECOND READING AND PUBLIC HEARING: __January 8_____, 2015.

ADOPTED this __8th____ day of ___January _, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

__/S/_____
JOHN REES, Mayor/Commissioner

ATTEST:

__/S/_____
KATHY GOLDEN, City Clerk

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: 17500, 17501, 17416, & 17451 Marsh Road & 2002 Williams Road
Four Corners
Urban Village Planned Unit Development Rezoning
PARCEL ID# 06-23-27-4284-08-410
PARCEL ID# 06-23-27-4288-08-330
PARCEL ID# 06-23-27-4288-08-302
PARCEL ID# 06-23-27-4288-08-304
PARCEL ID# 06-23-27-4288-08-310

Issue:

The applicant is requesting to rezone 23.64± acres of land from No Zoning to Urban Village Planned Unit Development (UVPUD).

Discussion:

The applicant proposes to rezone the 23.64± acre site to allow residential, commercial, and mixed-use development. The property is considered part of the Village Center within the Comprehensive Plan's Urban Village Future Land Use designation and the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. According to the aforementioned documents, commercial and mixed uses are permitted within the Village Center subject to certain buffer restrictions- please see attached Staff Report. This rezoning request is being considered in conjunction with a request to approve the Four Corners UVPUD Developer's Agreement.

Recommended Action:

Staff recommends approval and adoption of Ordinance 15-04, subject to the Conditions of the attached Staff Report, with the second reading and adoption scheduled for January 8th, 2015.

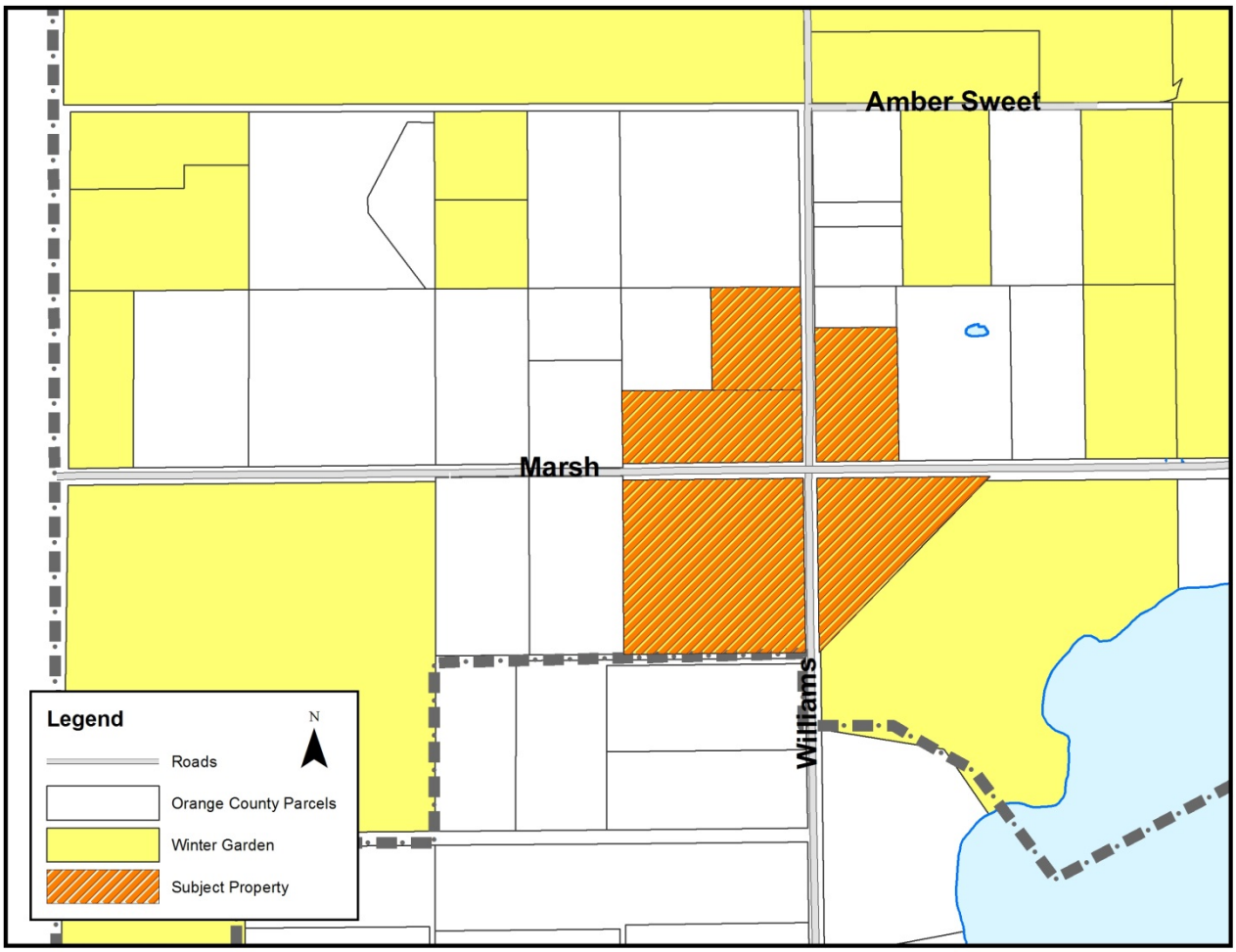
Attachment(s)/References:

Location Map
Ordinance 15-04
Staff Report

LOCATION MAP

Ordinance 15-04

Four Corners UVPUD



ORDINANCE 15-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 23.64 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTH, SOUTH, EAST, AND WEST CORNERS OF THE INTERSECTION OF MARSH ROAD AND WILLIAMS ROAD AT 17416, 17451, 17500, AND 17501 MARSH ROAD AND 2002 WILLIAMS ROAD, FROM CITY NO ZONING (NZ) TO CITY URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); DESCRIBING THE DEVELOPMENT AS THE FOUR CORNERS UVPUD; PROVIDING FOR CERTAIN UVPUD REQUIREMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Owner(s) of real property generally described as approximately 23.64 ± acres of certain real property generally located on the north, south, east, and west corners of the intersection of Marsh Road and Williams Road at 17416, 17451, 17500, and 17501 Marsh Road and 2002 Williams Road in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from City NZ to City UVPUD, and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, and the City of Winter Garden Code of Ordinances, and

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

SECTION 1: *Rezoning.* After due notice and public hearing, the zoning classification of the Property, as described in Exhibit "A" attached hereto, is hereby rezoned from City NZ to City UVPUD in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

a. **Preliminary Plan-** All development on the Property must substantially conform to the requirements identified in the Four Corners Urban Village Planned Unit Development Preliminary Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the Four Corners Urban Village Planned Unit Development Preliminary Plan attached hereto as Exhibit "B", then the standards and conditions established by this

Ordinance shall control.

b. **Zoning-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, all development on the Property must comply with the general zoning requirements of the Urban Village Planned Unit Development Zoning District.

c. **JPA-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, all development of the Property must conform to the requirements of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007.

d. **Permitted, Special Exception, and Prohibited Uses**

1. **Low Density Residential Zone**

a. **Permitted Uses –** The Permitted Uses allowed in this zone within the subject property are as follows:

- Residential Dwelling Units including single-family and multi-family housing in accordance with the density requirements of this zone.
- Public Parks and Recreation Facilities
- Retention Areas

b. **Prohibited Uses and Structures–** The Prohibited Uses and Structures in this zone within the subject property are as follows:

- Commercial Uses
- Apartment Complexes
- Communication Towers
- House trailers in vacant lots or residential yards
- Any structure or use of a nature not specifically or provisionally permitted in this division.

2. **Mixed Use Zone**

a. **Permitted Uses -** The Permitted Uses allowed in this zone within the subject property are as follows:

- All uses permitted in the Low Density Residential Zone.
- Retail Stores and shops of a neighborhood convenience.
- Dry Cleaning and Laundry Facilities
- Bakeries and neighborhood food service

establishments
- Drug Stores and Sundries
- Professional Offices and Studios
- Personal Services
- Laboratories and Clinics
- Live / Work Units
- Upper-Story Residential Dwelling Units
- Nursing Homes
- Civic Facilities

b. Special Exception Uses and Structures – The Special Exception Uses and Structures in this zone within the subject property are as follows:

- Outdoor Sales Displays
- Fuel sales (only one location is permitted within this UVPUD)
- Buildings with drive thru lanes with a maximum one such building per quadrant. Lanes may not face Marsh Road or Williams Road and there may be no direct access to either road.
- All types of businesses in buildings not of standard construction or without restroom facilities

c. Prohibited Uses and Structures – The Prohibited Uses and Structures in this zone within the subject property are as follows:

- Manufacturing and industrial activities, transportation terminals, storage warehousing and other activities of a similar nature.
- Apartment Complexes
- All uses not specifically or provisionally permitted in this division; any use not in keeping with a low-density commercial character.
- Communication Towers
- Schools / Daycares

e. Design Criteria/Architectural Standards-

1. Low Density Residential Zone:

a. Architectural Review - Elevations of the front and rear building exposures and any side building exposures visible from a public right-of-way must be provided and approved as part of the site plan approval process.

b. Lot Size- Minimum lot width shall be 75 feet for detached housing units and 24 feet for attached housing units.

c. Density- Maximum residential density permitted in this zone shall be 3 dwelling units per acre.

d. Building Height- Maximum building height shall be 35 feet.

e. Minimum Living Area- Minimum living area for each residential unit shall be 1,500 square feet for detached housing units and 1,300 square feet for attached housing units.

f. Signage- All signage shall be reviewed and permitted by the City of Winter Garden. Electronic message centers are prohibited.

g. Setbacks and Required Yards-

i. All residential development shall be set back no less than 100 feet from the limits of Unincorporated Orange County parcels located outside the JPA 6 Expansion Area.

ii. Side yard setbacks shall be no less than 7.5 feet and shall be unobstructed by any mechanical equipment including, but not limited to, AC units, pool equipment, water filtration systems, gas tanks, propane tanks, and any other utility or service equipment; rear yard setback shall be no less than 25 feet; and front yard setback shall be no less than 25 feet with the exception of homes with 5 foot recessed garage or side loaded garage which shall maintain a 20 foot front yard setback. Any landscaping or fencing installed within the setback areas shall be designed and constructed so as not to interfere with any easement function.

2. Mixed Use Zone:

a. Architectural Standards- All commercial buildings and sites shall adhere to the Four Corners Urban Village Planned Unit Development Commercial Design Guidelines, attached hereto as Exhibit “C”.

b. Architectural Review- Elevations of all four building exposures must be provided and approved as part of the site plan

approval process. The elevations must be compliant with the general architectural design criteria identified in Exhibit “C”.

c. Landscape Design - Unless specifically identified or allowed in Exhibit “C”, all commercial sites shall be required to adhere to the landscape design standards for specified commercial corridors in accordance with Chapter 118, Article X, Division 3 of the City of Winter Garden Code of Ordinances.

d. Density- Maximum residential density permitted in this zone shall be 12 dwelling units per acre.

e. Commercial Floor Area Ratio (FAR) & Maximum Area- Non-residential uses may not exceed a FAR of 0.30. The maximum area of commercial space permitted within this UVPUD shall be 90,000 square feet for retail uses and 80,000 for professional office uses not to exceed a combined total of 115,000 square feet.

f. Building Height- Maximum building height shall be 40 feet, not to exceed two stories.

g. Signage- All signage shall be reviewed and permitted by the City of Winter Garden. Unless specifically identified or allowed in Exhibit “C”, all signs for commercial uses shall comply with the City of Winter Garden’s commercial sign standards in accordance with Chapter 102, Article III, Division 3 of the City of Winter Garden Code of Ordinances. Electronic message centers are prohibited.

h. Cross Access Corridors- Use of cross-access corridors and driveways is required for commercial properties located adjacent to Marsh Road and Williams Road.

i. Setbacks and Lot Standards-

i. All commercial development shall be set back no less than 500 feet from the limits of Unincorporated Orange County parcels located outside the JPA 6 Expansion Area.

ii. All commercial and mixed-use buildings shall be set back no less than 50 feet adjacent to Marsh Road and 25 feet adjacent to Williams Road. All residential buildings shall be set back no less than 50 feet adjacent to Marsh Road and 25 feet adjacent to Williams Road.

iii. One story commercial buildings shall be set back no less than 50 feet when located adjacent to a residential parcel. Two story commercial buildings shall be set back no less than 100 feet when located adjacent to a residential parcel. Within this UVPUD boundary, the buffers between single family residential lots and commercial buildings shall be as described above.

iv. Distances between structures in this zone shall comply with the Urban Village Planned Unit Development requirements in accordance with Chapter 118, Article V, Division 2, Subdivision II.

v. Setbacks:

a. Commercial structures, Mixed-Use structures, and Multi-Family Residential units: Internal side yard setbacks shall be no less than 10 feet; Corner side yard setbacks shall be no less than 20 feet; rear yard setbacks shall be no less than 15 feet; and front yard setback shall be no less than 20 feet.

b. Single Family Residential Uses: All single-family residential uses shall comply with the setback requirements of the Low Density Residential Zone.

f. Common Recreation and Open Space-

The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 will provide no less than 25% Wekiva Study Area Open Space.

To the greatest extent possible, 5% of the developable area of the Property (which may be within the 25% Wekiva Study Area Open Space) shall be set aside for active, dry-land recreational use. In the event that this requirement cannot be met wholly or in part, then a financial contribution in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances shall be made to the City Recreation Fund to fulfill the requirement.

g. Setback and Buffer Areas

Permitted uses within all setback and buffer areas include retention, passive recreation, and landscape areas.

h. Lighting

a. Site Lighting
Unless specifically identified or allowed in Exhibit "C", all external site lighting for buildings, parking areas and pedestrian walkways shall comply with the lighting design standards, requirements, and regulations pertaining to specified commercial corridors within the City of Winter Garden in accordance with Chapter 118, Article X, Division 4.

b. Street Lighting
All lighting provided along public and private streets shall comply with the requirements pertaining to construction and installation of public improvements in accordance with Appendix A, Article II, Section 2.09.

c. Dark-Sky Requirement
All light fixtures shall adhere to dark-sky requirements. Fixtures shall be full cutoff casting zero light above 90 degrees.

i. Staff Conditions- All development on the Property must comply with the following conditions:

1. Extension of utility lines, sized to accommodate the Project, to proposed development will be at the developer's expense in accordance with Chapter 78, Article VI of the City of Winter Garden Code of Ordinances.

2. A master utilities analysis is required to be provided to the City for review prior to approval of preliminary plat and may include an upsizing agreement with the City.

3. Permits or exemptions are required from SJRWMD (stormwater) and FDEP (water, wastewater, NPDES) prior to construction.

4. Provide flow calculations for Utility Department verification of water and sewer impact fees. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits have been issued.

5. No fill or runoff will be allowed to discharge onto adjacent properties without the necessary easements; existing drainage patterns shall not be altered. Provide erosion control plan prior to issuance of building permit. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 – Stormwater of the City of Winter Garden Code of Ordinances.

6. Once the plans are approved, a preconstruction meeting is required prior to any commencement of construction. The applicant shall pay all engineering review and inspection fees at the preconstruction meeting prior to construction. Provide certified engineer's cost estimate or executed construction contract as basis of inspection fees (2.25%).

7. The City of Winter Garden is not authorizing or approving drainage discharges onto private property or property owned or controlled 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. Maintenance of project-related on-site or off-site drainage improvements will be the responsibility of the Owner, not the City.

8. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site drainage systems or parking lot(s).

9. If approval is granted by the City of Winter Garden, it does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

10. Required buffer areas and setbacks from currently-mapped Karst features are shown on Exhibit “B”. These areas shall be maintained in compliance with the Wekiva Protection Act and the City of Winter Garden Comprehensive Plan. One access on Williams Road through the north part of the Karst buffer is permitted to be constructed for access to the northeastern parcel.

SECTION 2: *General Requirements.*

a. **Development Agreement-** A Development Agreement must be approved and recorded prior to adoption of this rezoning ordinance. The Development Agreement shall include, but is not limited to, fair-share costs for intersection improvements, utilities, right-of-way dedication, water tank site dedication, transportation/roadway system, design standards, impact fees, stormwater, signage, and schools.

b. **Stand Alone Clause-** If the development is phased, each phase of

development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.

c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.

d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.

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

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

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

FIRST READING AND PUBLIC HEARING: _____ , 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

Exhibit "A"

LEGAL DESCRIPTION

PARCEL A (ORB 4452, PG 4660)

THE N 395 FEET OF THE E 1/2 OF LOT 30H AND THE N 395 FEET OF THE W 1/2 OF LOT 30H, LAKE AVALON GROVES REPLAT, PLAT BOOK H, PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ALL IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

PARCEL B (PER PROPERTY APPRAISER WEBSITE)

LAKE AVALON GROVES REPLAT H/81 W1/2 OF LOT 30-H (LESS N 371 FT) & E1/2 OF LOT 30-H (LESS 371 FT).

PARCEL C

LOT 33H, LAKE AVALON GROVES, AS RECORDED IN PLAT BOOK H, PAGE 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PARCEL D (ORB 3308, PG 1285)

THE SOUTH ONE QUARTER OF TRACT 17-D, AND THE SOUTH ONE-HALF OF TRACT 18-D, AND ALL OF TRACT 41-H, OF LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E (ORB 2937, PG 479)

THE WEST 4.37 ACRES OF LOT 31, BLOCK H, LAKE AVALON GROVES, AS RECORDED ON PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS: BEGIN AT THE NORTHWEST CORNER OF LOT 31-H, LAKE AVALON GROVES , AS RECORDED IN PLAT BOOK H, PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THEN RUN SOUTH ALONG THE WESTERN BOUNDARY OF SAID LOT 31-H, A DISTANCE OF 148 FEET, THEN RUN EAST PARALLEL TO THE NORTHERN BOUNDARY OF SAID LOT 31-H, A DISTANCE OF 295 FEET, THEN RUN NORTH AND PARALLEL WITH THE WESTERN BOUNDARY OF SAID LOT A DISTANCE OF 148 FEET TO THE NORTH LINE OF SAID LOT THEN RUN WEST ALONG SAID NORTH LINE 295 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

URBAN VILLAGE PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN

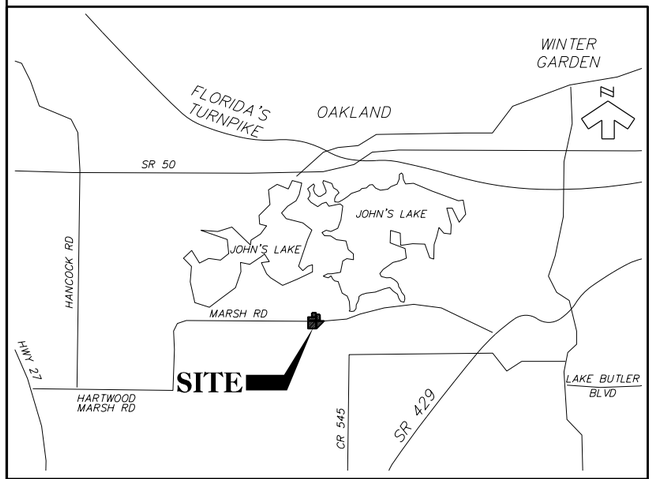
A URBAN VILLAGE PUD IN THE CITY OF WINTER GARDEN, FLORIDA

FOUR CORNERS

PARCEL ID. NUMBERS: 06–23–27–4288–08–302, 06–23–27–4288–08–304, 06–23–27–4288–08–310, 06–23–27–4288–08–330, 06–23–27–4288–08–410

NOVEMBER 2014

PREPARED FOR
STANDARD PACIFIC OF FLORIDA
44 WEST NEW ENGLAND AVENUE
SUITE 200
WINTER PARK, FLORIDA 32789
CONTACT: STEPHEN POLACHEK
PHONE: (407) 645–6542



SITE LOCATION

PROJECT DESCRIPTION

A NEIGHBORHOOD CENTER WITH COMMERCIAL, OFFICE, CIVIC AND MUNICIPAL USES.

LEGAL DESCRIPTION

PARCEL A (ORB 4452, PG 4660)

THE N 395 FEET OF THE E 1/2 OF LOT 30H AND THE N 395 FEET OF THE W 1/2 OF LOT 30H, LAKE AVALON GROVES REPLAT, PLAT BOOK H, PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ALL IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

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OWNER/APPLICANT

MAURICE M. BOYD
P.O. BOX 979
WINTER GARDEN, FLORIDA 34760
PHONE: (407) 656-1333

ENGINEER/SURVEY/ENVIRONMENTAL

DEWBERRY-BOWYER-SINGLETON
520 SOUTH MAGNOLIA AVE.
ORLANDO, FLORIDA 32801
PHONE: (407) 843-5120
CONTACT: SCOTT STEARNS, P.E.

GEOTECHNICAL ENGINEER

UNIVERSAL ENGINEERING SCIENCES, INC.
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811
PHONE: (407) 423-0504
CONTACT: ARAVIND RANGASWAMY, M.S., P.E.

TRAFFIC ENGINEER

LUKE TRASPORTATION ENGINERING CONSULTUNTS, INC.
29 EAST PINE STREET
ORLANDO, FLORIDA 32828
PHONE: (407) 423-8055
CONTACT: J. ANTHONY LUKE, P.E.

LANDSCAPE ARCHITECT

DEWBERRY-BOWYER-SINGLETON
520 SOUTH MAGNOLIA AVE.
ORLANDO, FLORIDA 32801
PHONE: (407) 843-5120
CONTACT: MICHAEL C. HOLBROOK, L.A.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	URBAN VILLAGE PUD PRELIMINARY PLAN
3	URBAN VILLAGE TYPICAL SECTIONS
4	BOUNDARY SURVEY & EXISTING CONDITIONS PLAN

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN. CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION.

BOWYER SINGLETON
DEWBERRY & BOWYER-SINGLETON ENGINEERING
PLANNING | SURVEYING | LANDSCAPE ARCHITECTURE
BSA-CIVIL.COM

FLORIDA
WINTER GARDEN
FOUR CORNERS PUD

CORPORATE OFFICE - 520 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801
407-843-5120 - ENGINEERING BUSINESS - 1221

REVISIONS

DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"
I hereby state that these "As-Builts" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Builts" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.
Contractor's Name _____
Engineer _____
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE	AUGUST 2014
DESIGNED	SKH
CHECKED	MSS
SCALE	N/A
PROJECT NO.	EDWD3/FOUR CORNERS/PD
FILE NAME	EDWD3-FCcover
SHEET	1 OF 4

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SITE DATA

1. TOTAL PROJECT AREAS — 23.64 ac.
   - ROW DEDICATION: 1.37 ac.
   - NEW PROJECT AREA: 22.27 ac. (Total Project Area - ROW Dedication)
   - KARST CONFINING AREA: 1.45 ac.
   - KARST BUFFER AREA: 3.31 ac.
   - 100' RURAL SETTLEMENT BUFFER: 1.50 ac.
   - 20' COMM./OFFICE TO RESIDENTIAL BUFFER: 1.29 ac.
   - NET DEVELOPABLE AREA: 14.72 ac. (New Project Area - Karst Confining Area - Karst Buffer Area - 100' Rural Settlement Buffer - 20' Comm./Office to Residential Buffer)
2. SUPPORT SERVICES:
   - Water Service: City of Winter Garden
   - Sewer Service: City of Winter Garden
   - Stormwater Management: Stormwater Management to be provided in on-site Master Stormwater Management Areas to satisfy the City of Winter Garden and St. John's River Water Management District Criteria
   - Traffic: See traffic impact analysis provided by LTEC, Dated August 2013.
3. FUTURE LAND USE: Urban Village
4. EXISTING ZONING: NZ (No Zoning)
5. REQUESTED ZONING: UVPUD (Urban Village Planned Unit Development)
6. LAND USE SUMMARY: (Based off of Developable Land Use - See Exhibit)
   - Mixed Use: 8.53 ac.
   - Low Density Residential: 6.19 ac.
7. OPEN SPACE:
   - REQUIRED: (25% OF GROSS DEVELOPABLE AREA) = 5.91 AC. (Must exclude impervious amenity areas)
   - PROVIDED:
     - 20' COMMERCIAL/OFFICE TO RESIDENTIAL BUFFER - 1.29 AC.
     - 100' RURAL SETTLEMENT BUFFER - 1.50 AC.
     - KARST CONFINING LAYER AREA - 1.45 AC.
     - KARST BUFFER AREA = 3.31 AC.
     - TOTAL AREA = 7.55 AC. (33.90%)
8. BUILDING SETBACKS & STANDARDS:

	Low Density Residential		Mixed Use
	Detached	Attached	
Marsh Road	50 feet	50 feet	50 feet
Williams Road	25 feet	25 feet	25 feet
Front Yard	25 feet (4)	20 feet	20 feet
Rear Yard	25 feet	15 feet	15 feet (1)(2)
Side Yard Interior	7.5 feet	None	10 feet
Side Yard Corner	20 feet	20 feet	20 feet
Min. Lot Area	8,250 sq.ft.	1,920 sq.ft.	6,000 sq.ft.
Min. Lot Width	75 feet	24 feet	60 feet
Min. Lot Depth	110 feet	80 feet	100 feet
Max. Lot Coverage	65%	100%	75%
Max. Building Height	35 feet (3)	35 feet (3)	40 feet (3)
Max. Density	3 du/ac	12 du/ac	0.3
Min. Living Area	1,500 s.f.	1,300 s.f.	0.3

(1) 50 building setback when abutting residential zoning with one story office/commercial.

(2) 100' building setback when abutting residential zoning with two story office/commercial.

(3) Special architectural features such as cupolas, clock towers or ornamental portions of parapet walls may exceed the building height limit by 20' provided they comprise no more than 1/3 the length of the building.

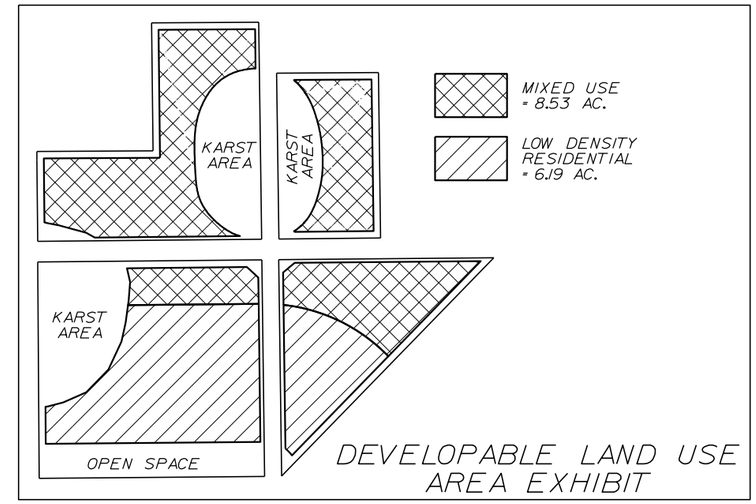
(4) Exception of homes with 5' recessed garage or side loaded garage which shall maintain a 20' front yard setback.

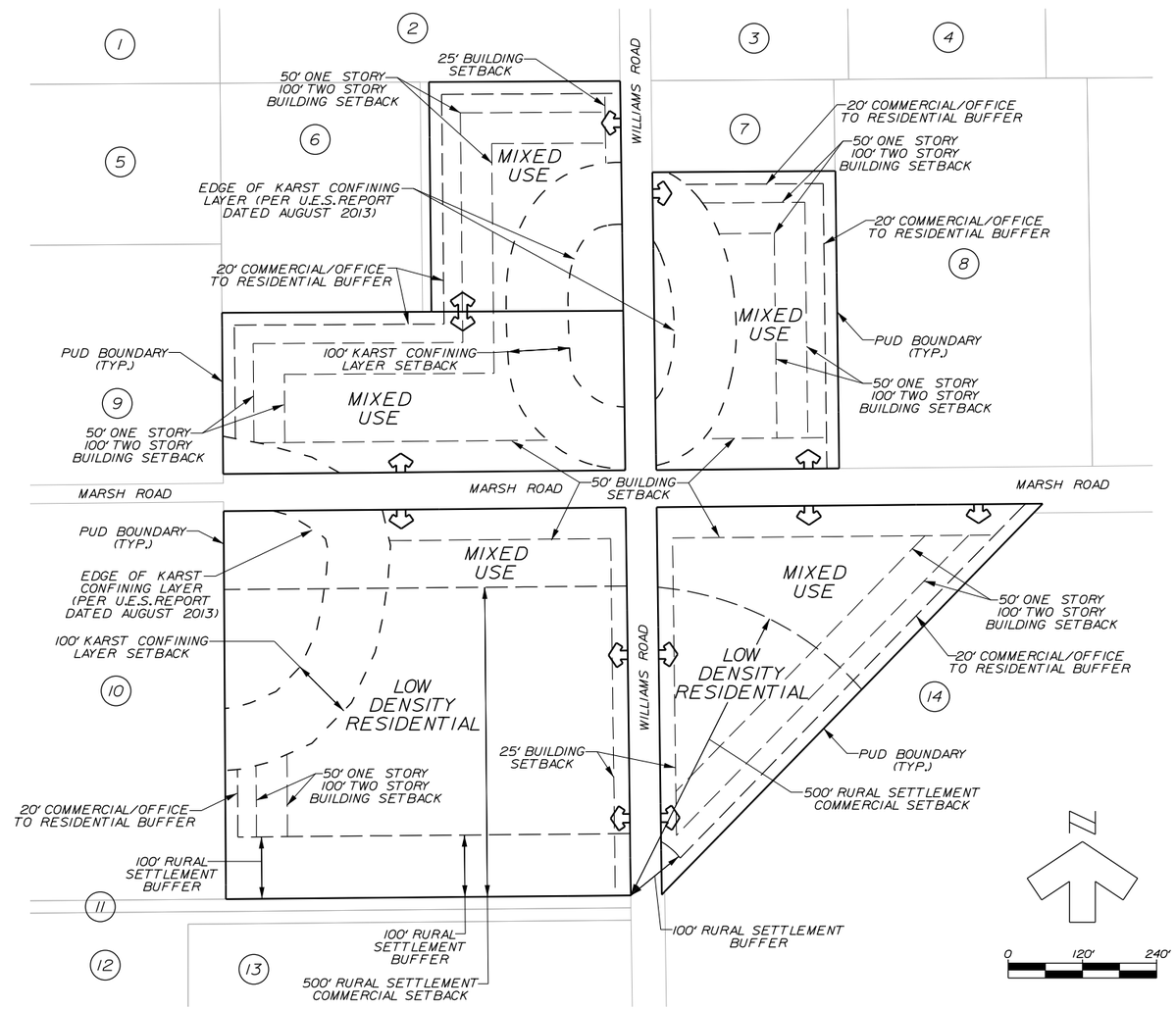
ZONING TABLE

No.	EXISTING LAND USE	ZONED	FUTURE LAND USE
1	NON-AGRICULTURAL	A-1 COUNTY	URBAN VILLAGE
2	NON-AGRICULTURAL	A-1 COUNTY	URBAN VILLAGE
3	NON-AGRICULTURAL	A-1 COUNTY	URBAN VILLAGE
4	SINGLE-FAMILY	NZ - CITY	URBAN VILLAGE
5	SINGLE-FAMILY	A-1 COUNTY	URBAN VILLAGE
6	NON-AGRICULTURAL	A-1 COUNTY	URBAN VILLAGE
7	SINGLE-FAMILY	A-1 COUNTY	URBAN VILLAGE
8	SINGLE-FAMILY	A-1 COUNTY	URBAN VILLAGE
9	SINGLE-FAMILY	A-1 COUNTY	URBAN VILLAGE
10	SINGLE-FAMILY	A-1 COUNTY	URBAN VILLAGE
11	SINGLE-FAMILY	A-1 COUNTY	RS 1/5
12	SINGLE-FAMILY	A-1 COUNTY	RS 1/5
13	SINGLE-FAMILY	A-1 COUNTY	RS 1/5
14	VACANT WATER	PUD	URBAN VILLAGE

9. Neighborhood Commercial uses located on the south side of Marsh Road shall not be located within 500 feet of the Lake Avalon Rural Settlement.
10. A minimum two-hundred (200) foot setback from the edge of any identified Karst feature and a one-hundred (100) foot setback from the confining layer of any identified Karst features is required. These setbacks may be modified based on further geotechnical evaluation and studies.
11. Building architectural features will be consistent with the images included in the Preliminary Plan.

AERIAL PHOTOGRAPH (2010)





BOWYER SINGLETON

FLORIDA

WINTER GARDEN

URBAN VILLAGE PUD
PRELIMINARY PLAN

FOUR CORNERS PUD

CORPORATE OFFICE • 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5120 • ENGINEERING BUSINESS - 1221

REVISIONS

DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"

I thereby state that these "As-Builts" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Builts" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.

Contractor's Name _____

Engineer _____

Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE	AUGUST 2014
DESIGNED	SKH
CHECKED	MSS
SCALE	1" = 120'
PROJECT NO.	EDWD3/FOUR CORNERS/PD
FILE NAME	EDWD3-FCplan
SHEET	2 OF 4

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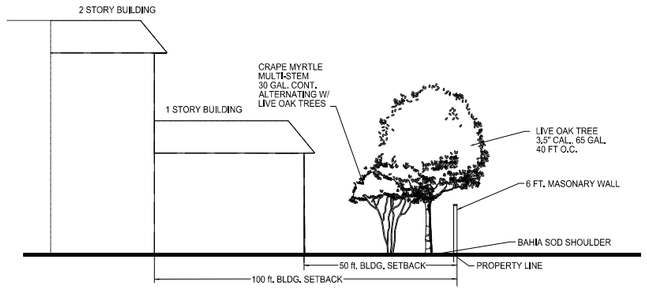
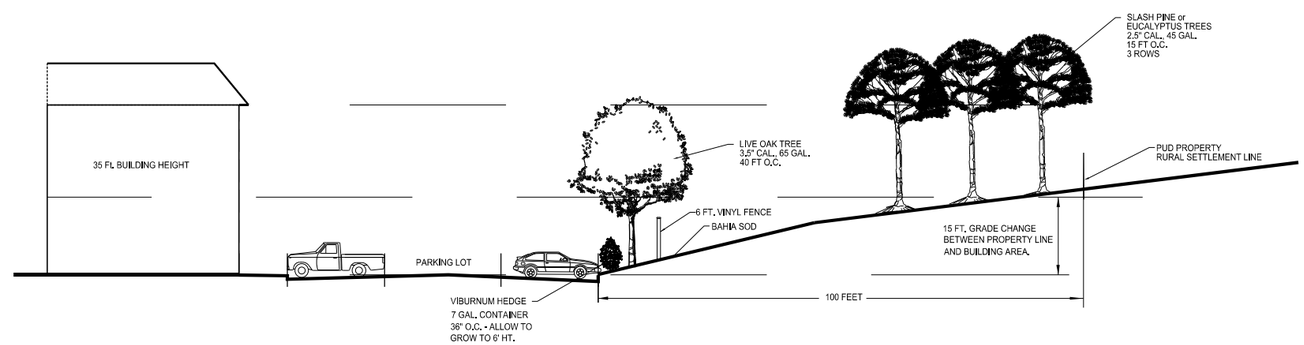


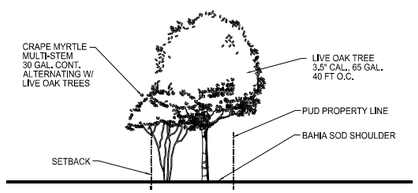
COMM. / OFFICE to RESIDENTIAL SETBACK

NOT TO SCALE



100 FT. RESIDENTIAL to RURAL SETTLEMENT BUFFER

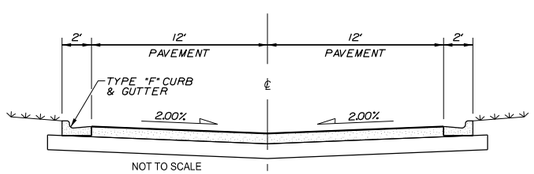
NOT TO SCALE



WILLIAMS ROAD - 25 FT. SETBACK/
MARSH ROAD - 50 FT. SETBACK

NOT TO SCALE

NOTE:
1.) BUFFERS & LANDSCAPING SHALL BE IN ACCORDANCE WITH THE DESIGN STANDARDS FOR SPECIFIED COMMERCIAL CORRIDORS IN ACCORDANCE WITH CHAPTER 118, ARTICLE X, DIVISION 3 OF CITY OF WINTER GARDEN CODE OF ORDINANCES.



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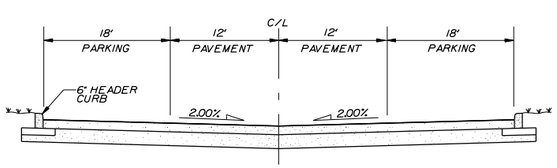
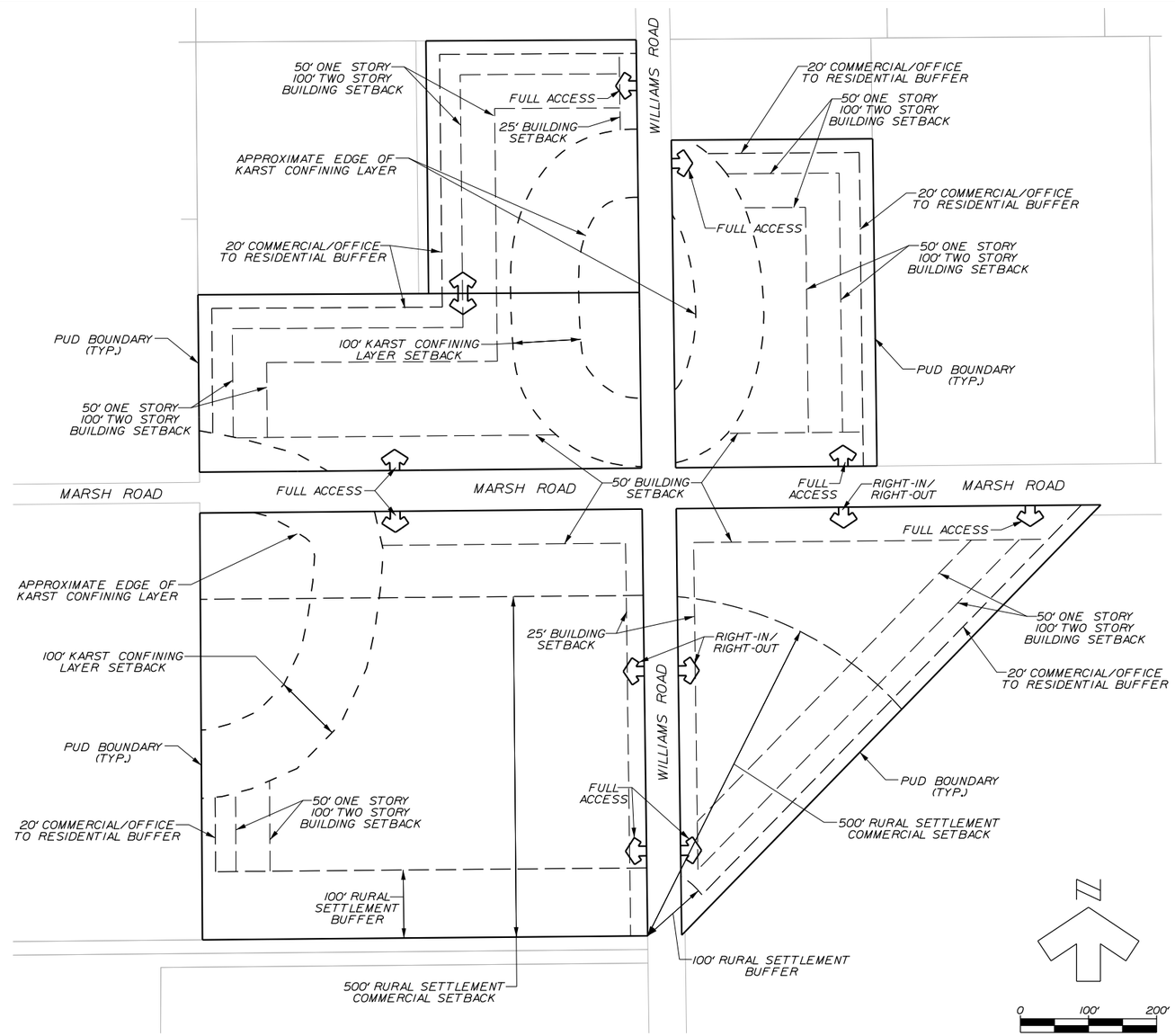
TYPICAL ENTRANCE SECTION



TYPICAL PARKING LOT SECTION

NOT TO SCALE



BOWYER SINGLETON

FLORIDA

WINTER GARDEN

URBAN VILLAGE PUD
TYPICAL SECTIONS

FOUR CORNERS PUD

CORPORATE OFFICE - 320 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801
407-843-5120 - ENGINEERING BUSINESS - 1221

REVISIONS

DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"
I hereby state that these "As-Builts" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Builts" and have found them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.
Contractor's Name _____
Engineer _____
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE	AUGUST 2014
DESIGNED	SKH
CHECKED	MSS
SCALE	1" = 100'
PROJECT NO.	EDWD3/FOUR CORNERS/PD
FILE NAME	EDWD3-FCsections
SHEET	3 OF 4

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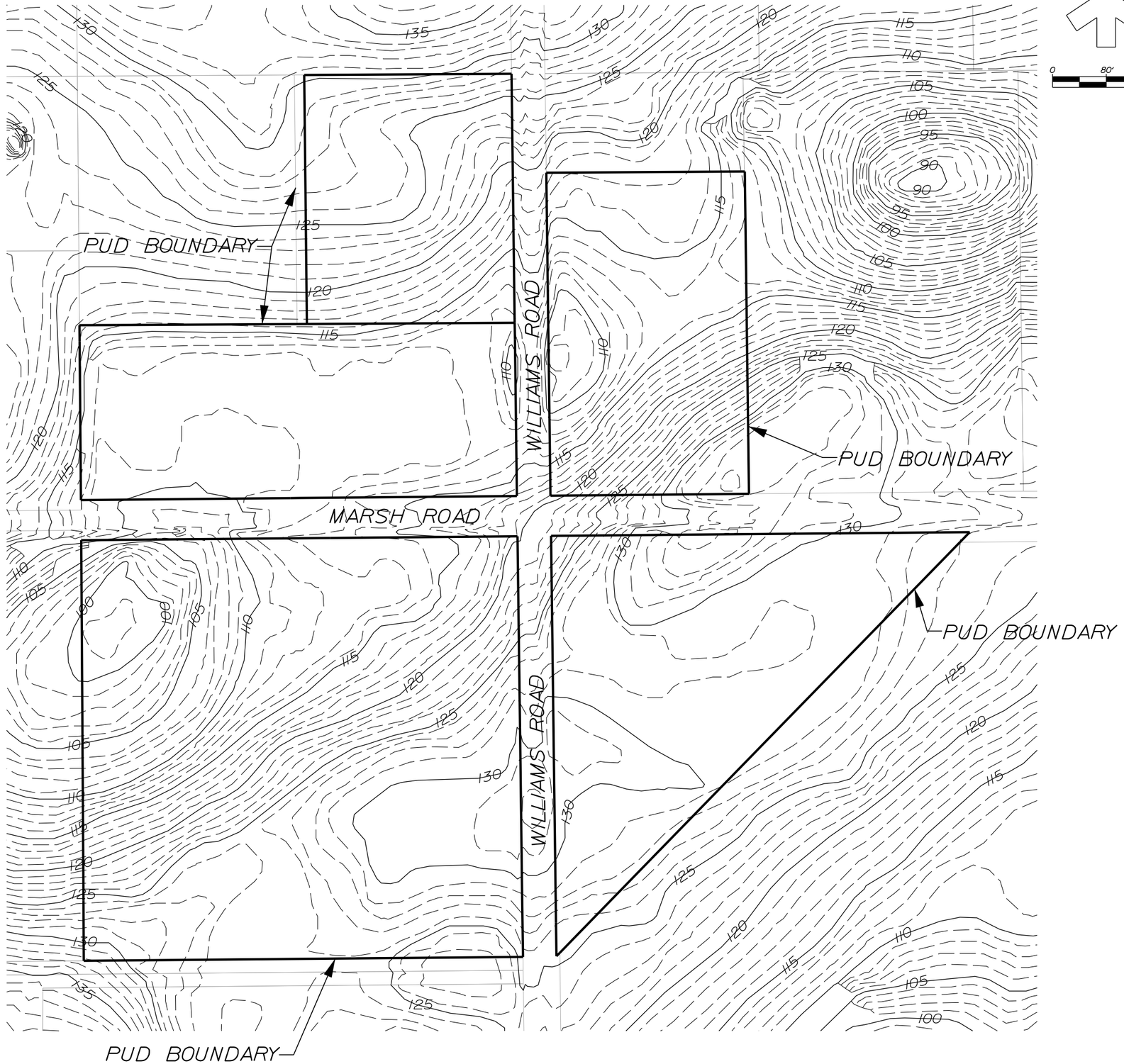
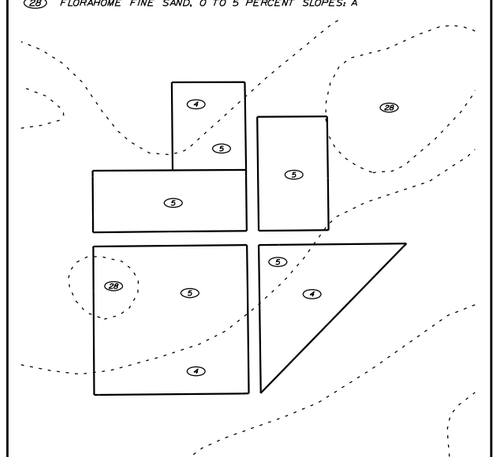


SOILS LEGEND

(4) CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES; A

(5) CANDLER FINE SAND, 5 TO 12 PERCENT SLOPES; A

(28) FLORAHOME FINE SAND, 0 TO 5 PERCENT SLOPES; A



SOILS MAP

BOWYER SINGLETON

WINTER GARDEN FLORIDA

BOUNDARY SURVEY & EXISTING CONDITIONS PLAN

FOUR CORNERS PUD

CORPORATE OFFICE - 520 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801
407-843-5120 - ENGINEERING BUSINESS - 1221

REVISIONS

DATE	BY	DESCRIPTION

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Contractor's Name _____

Engineer _____

Not valid without the signature and the original raised seal of a Florida Registered Engineer.

DATE	AUGUST 2014
DESIGNED	SKH
CHECKED	MSS
SCALE	1" = 80'
PROJECT NO.	EDWD3/FOUR CORNERS/PD
FILE NAME	EDWD3-FCexisting
SHEET	4 OF 4

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Exhibit C to Ordinance 15-04
Four Corners Urban Village Planned Unit Development (UVPUD) -UV PUD Commercial Design Standards (revised October 2014)

1. **Project Overview**

Located at the intersection of Marsh Road and Williams Road, the "Four Corners" urban development plan is intended to provide a mixture of neighborhood commercial and residential uses. The project objective of the development is to develop a variety of buildings with similar architectural style, a maximum of two stories, with ample open space providing a neighborhood pedestrian friendly environment. Potential development is divided in to two zones as depicted in the attached Preliminary Plan (Exhibit 1). All four parcels include at least a portion of the Mixed Use Zone with allowance of commercial and residential uses. The commercial uses are intended to support the project's residential development as well as those located in nearby projects. A Low Density zone on the southern parcels is intended to act as a transitional use closer to adjacent residential areas. Site standards are located with City Ordinance 15-04. Access to the development will be from both Marsh Road and Williams Road.

Development Program - All development within the "Four Corners" properties must substantially comply with the Preliminary Plan including buffering and building setbacks (Exhibit 1) and comply with City Ordinance 15-04.

Site Plan Requirements – Site plan is conceptual and is for zoning purposes only. Any new development on the subject properties must submit a detailed site plan and concurrency study.

2. **Architectural Character**

Design Criteria – The overall commercial architectural design of the "Four Corners" development will have to substantially comply with the following set of design principals and as depicted within artist rendition of "Florida Vernacular" shown in the architectural study sheet (Exhibit 2). Final elevations associated with specific site plans will be subject to change by the end user provided the architectural theme is consistent, standard of quality is maintained and architectural standards are achieved and approved by the City.

A consistent and compatible standard will be applied to all buildings. The purpose of these standards is to plan for a variety of building type compatible and similar to but not identical. The following outline of massing, finishes, treatments, colors and use of materials are representative of a theme and a level of "quality" to be maintained throughout the development.

Although these architectural standards do not specifically address residential design standards, residential development should be stylistically harmonious with the commercial standards. Residential standards will be assessed separately during the subdivision review process.

Varying Building Massing -

A. Vary massing of all building façades visible to pedestrians and/or vehicles along major internal and external circulation routes.
B. Special architectural features such as cupolas, clock towers or ornamental portions of parapet walls may exceed the building height limit by 20' provided they comprise no more than 1/3 the length of the building.
C. Landscaping and planting beds along the building frontage are to be incorporated to enhance varying massing.

Roof Treatments

A. Roof shapes and building accents shall be consistent and meet all code requirements for the City's Urban Village PUD.
B. A recognizable "top" should include one or more of the following: cornice treatments, roof overhangs with brackets, stepped parapets, richly textured materials (tile or masonry treatment), and different colored but complimentary materials.

Building Projections and Recesses

A. Special architectural features, such as bay windows, awnings and canopies are, required. Projection should not obstruct walkways, but may project up to 3' into the front setback.
B. Building exteriors should provide shelter from sun and rain. Porticos, awnings, arcades and overhangs are particularly appropriate at pedestrian walkways.
C. Garden structures such as trellises and arbors should be provided between buildings to provide pedestrian connections, seating, and gathering spaces.

Entryways and Arcades

A. Primary pedestrian entries should be clearly expressed and be recessed or framed by a sheltering element, such as an awning, arcade, porch or portico.
B. The building's first floor may be recessed from the front setback for the purpose of an arcade. Minimum height of the arcade space should be 10' and the minimum width of the arcade space should be 8'.
    - Each Commercial Building will provide a consistent architectural style, color, façade treatment.
    - All exterior walls of a building should be articulated with a consistent style and complimentary materials. Buildings should use consistent materials and details on all sides that front public streets and major internal circulation routes.

Building Articulation and Theming

A. A consistent architectural theme (as depicted in Exhibit 2) should be utilized to unify the development, including complimentary colors, finished materials and textures.
B. Buildings shall be designed to avoid large, uninterrupted façades. No wall facing a street or connecting walkway shall have a blank, uninterrupted façade that exceeds 10' in length.
C. Ornamental architectural details are required to enhance the overall theme of the development. A minimum of two of the following design details are to be applied for each building frontage using some combination of the following for each building:
    - Planters along public walkways
    - Balconies on the second or third floors
    - Decorative bulkheads
    - Shutters
    - Awnings for windows or balconies
    - Decorative cornice
D. Store fronts: Display windows should encompass a minimum of 40% and a maximum of 80% of a storefront's lineal frontage.
E. The non-fronting side of building should carry over a consistent architectural treatment from the storefront.
F. Ornamental architectural details and window treatments should be utilized to unify the front and non-fronting sides of the buildings.

Retail Lighting

A. Lighting shall comply with the design standards, requirements, and regulations pertaining to specified commercial corridors within the City of Winter Garden in accordance with Chapter 118, Article X, Division 4.
B. Free standing light poles may have a light color consistent with themed architecture.
C. Decorative poles, globes, and other light fixtures that are of a high design quality are encouraged when consistent with the overall building architecture.
D. Parking lot lighting shall follow City code standards with a maximum of 30 feet pole height including base.
E. All lighting shall follow "dark-sky" requirements.

Signage and Monuments

A. Signage will be consistent for each project.
B. Provide opportunity for community monuments signage/Arrival Signage.
C. Retail and Office Signage shall utilize ground mounted monuments, with multi-tenant graphics and be ground-lit or have internal lighting.
D. Community Signage Standards – to meet and exceed the City's requirements and to create a sense of entry into the City of Winter Garden (from the West).

E. All signage shall be consistent with the established architectural standards and themes.

Landscaping

Unless otherwise stated the development shall follow the City's Landscape Code, Article X, division 3, Landscape Design Standards , (**Sec. 118-1421)** requiring all landscaping be designed and located to provide a logical, consistent, and attractive pattern of landscaping that softens the as-built environment, provides visual relief, separates different land uses, eliminates or minimizes potential nuisances or adverse impacts such as dirt, litter, or noise and assists in reducing air pollution hazards.

A. Incorporate "Florida Friendly" Landscape material into the Commercial and Office Development, to minimize irrigation needs.
B. All stormwater facilities should be generally designed as landscape amenities utilizing "Low Impact Development" techniques where practical.

Development Zones

- Low Density Residential Zone
- Mixed Use Zone

Buffer Zones

- Karst Feature / Buffer
- Rural Settlement Buffer

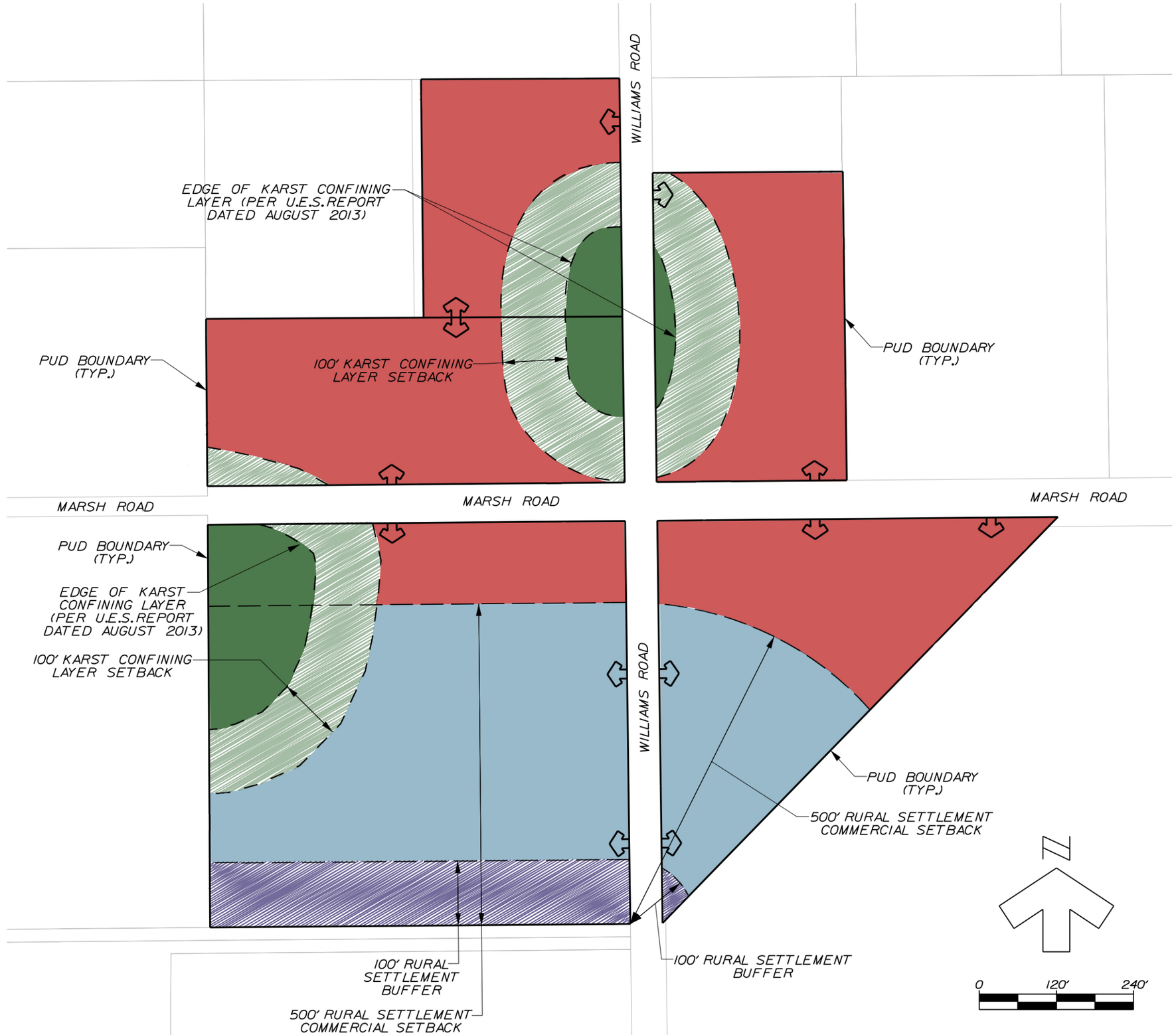


Exhibit 1

Preliminary Plan

Four Corners UVPUD

TYPICAL 1 STORY RETAIL BUILDING CHARACTER

Typical 2 Story Medium Size Retail Building Character

Typical 2 Story Large Size Retail/commercial Building Character

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

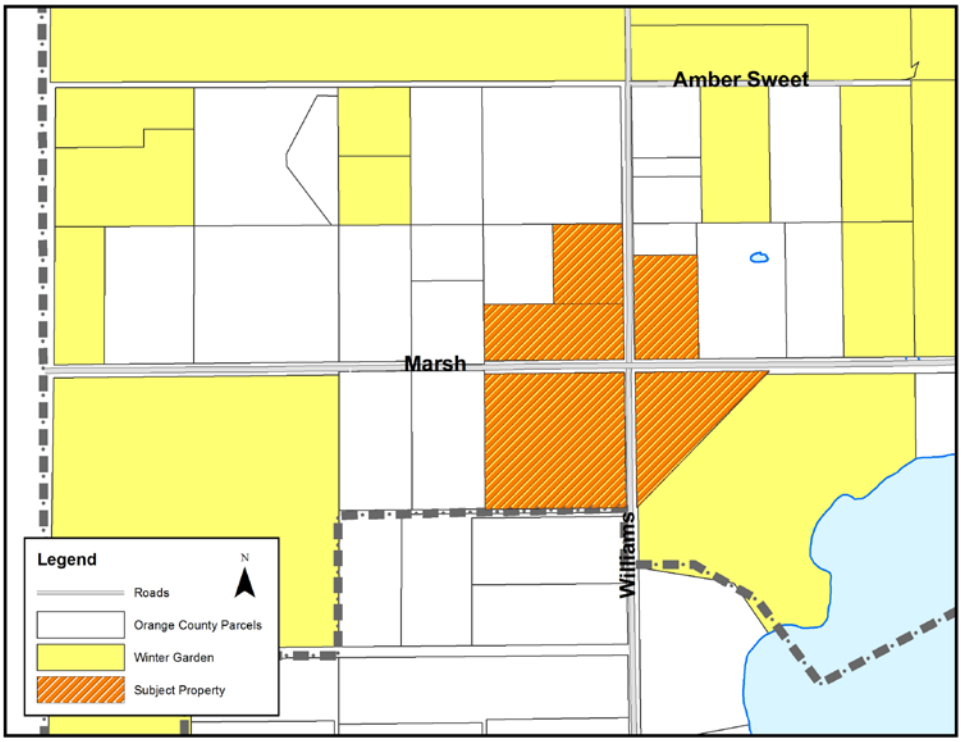
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: NOVEMBER 26, 2014
SUBJECT: REZONING (ORDINANCE 15-04)
Marsh Road (23.64+/- ACRES)
Parcel ID# 06-23-27-4284-08-410 **Parcel ID#** 06-23-27-4288-08-304
Parcel ID# 06-23-27-4288-08-330 **Parcel ID#** 06-23-27-4288-08-310
Parcel ID# 06-23-27-4288-08-302

APPLICANT: STANDARD PACIFIC OF FLORIDA
MAURICE M. BOYD, MCKINNON CORP& MCKINNON GROVES, LLLP

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Land Development Regulations, Comprehensive Plan, and Future Land Use Map. The subject property, located at the north, south, east, and west corners of Marsh Road and Williams Road, is approximately 23.64 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 23.64± acres of land. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in September 2007 (Ord. 07-34). The subject property is designated Urban Village on the Future Land Use Map of the Comprehensive Plan.

EXISTING USE

A portion of the subject property is currently being used for agricultural purposes including orange groves. The parcel on the northwest quadrant of Marsh Road and Williams Road currently contains two warehouse structures that are used for agricultural support. The balance of the subject property, the majority of which is on the northeast side of Marsh Road and Williams Road, consists of vacant unimproved land which is not used for a specific agricultural purpose and does not contain any structures.

ADJACENT LAND USE AND ZONING

The three properties located to the north of the subject property are all located in Unincorporated Orange County and zoned A-1. One property contains a Single Family residence, another is unimproved vacant land, and the third has been used for a landscaping business. There are two properties to the east of the subject property. One contains a single family residence, is zoned A-1, and is located in Unincorporated Orange County. The other property is located within the City of Winter Garden municipal limits, is zoned UVPUD, and consists of vacant land that is slated to be developed with single family homes as part of the Waterside on Johns Lake subdivision. The property to the south is zoned A-1 in unincorporated Orange County and contains a single-family residential structure. The two properties to the west of the subject property both contain single family residential structures, are zoned A-1, and are located in Unincorporated Orange County.

The surrounding properties to the north, east, and west are all located within the JPA expansion area as adopted by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the subject property as well as many of the surrounding properties (a total of 596 acres) were annexed into the City of Winter Garden by Ordinance 07-34. At the time the properties were annexed into the City they were not assigned zoning or future land use designation in the City of Winter Garden. Subsequently, as part of the EAR based amendments to the City's Comprehensive Plan which were adopted in 2010, the subject property and surrounding properties (a total of 642.73 acres) were assigned a future land use designation of Urban Village on the Future Land Use Map of the City's Comprehensive Plan.

The surrounding properties to the south are not within the JPA expansion area, but are located within the Avalon Rural Settlement Area in unincorporated Orange County. As stipulated by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden, buffering and density limitations must be exercised where properties located within the JPA expansion area adjoin properties that are located in the Avalon rural settlement.

PROPOSED USE

The applicant proposes to develop the 23.64 ± acre site into an urban village planned unit

development (UVPUD). Currently, no development has been proposed for the subject property, but the rezoning will permit both residential and commercial uses in specified zones. Residential development will be permitted within 100 feet of the rural settlement boundary to the south, while commercial, residential, and mixed uses will be permitted within 500 feet of the rural settlement boundary, subject to the limitations of the Comprehensive Plan and the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Development is also limited by two on-site karst features and their respective buffers.

COMMUNITY MEETING

On November 20, 2014, a community meeting was held in the City Commission Chambers to discuss the proposed UVPUD rezoning with surrounding property owners. Many attendees were supportive of the project, but there were a number of concerns. The major concerns voiced by attendees included the potential for increased traffic on Marsh and Williams Road, the potential for increased traffic on roads within the rural settlement, the addition of street and site lighting affecting evening light levels, the potential for increased trespassing onto adjacent landowners' properties, and the character of commercial signage. There were also concerns about specific permitted uses including apartment complexes. City staff addressed these concerns by explaining the current plans for nearby road improvements that will ultimately drive traffic away from the rural settlement, by amending the Ordinance to prohibit apartment complexes and electronic message signs, and by requiring a 6' masonry wall along the southern boundary of the UVPUD to block access to the adjacent rural settlement properties.

APPROVAL CRITERIA

In accordance with the City's Comprehensive Plan and Land Development Regulations, a proposed planned unit development and its associated preliminary development plan may be approved only after competent, substantial evidence has been presented which allows the following determinations to be made: (staff conclusions/findings are underlined)

(1) The proposed PUD is consistent with the land development regulations, comprehensive plan and the future land use map;

The proposed UVPUD is consistent with the land development regulations, comprehensive plan, and the future land use map. See other portions of this report concerning consistency with the land development regulations.

(2) The proposed PUD will not substantially devalue or prevent reasonable use and enjoyment of the adjacent properties;

The proposed UVPUD project will not deprive or prevent adjacent property owners of any rights or abilities to enjoy or continue existing uses of their property or to develop their property in accordance with the city's land development regulations and comprehensive plan goals, objectives, and policies. Further, in accordance with land development regulations and the comprehensive plan, the proposed UVPUD will provide for adequate buffering against adjoining properties and rights-of-way in the form of either landscaping to create a visual screen and/or perimeter walls/fencing.

(3) Adequate public infrastructure facilities and water and sewer service to support the development of the proposed PUD are available or an agreement or binding conditions have been established that will provide these facilities, improvements and services in a reasonable time frame;

The existing potable water and reclaimed water flow pressure of the City's utility system within the Urban Village Area is insufficient to support the development of the subject property. Design, permitting and construction of reuse and potable water pumping stations/storage tanks is vital to support the development of the Urban Village Area, including the subject property. A site has been identified as an appropriate location for the tanks and its access point. The Developer will convey the tanks site to the City within 30 days from the effective date of Ordinance 15-04.

The property is not currently a water or sewer customer of the City of Winter Garden; however water, sewer, and reclaimed utilities will be required for any new development of the property. At such time that the property is developed, all necessary utility lines (water, sewer, and reclaimed water) will be extended and connections made to serve the development of the property, all extension and connection costs shall be borne by the property owner.

Prior to any board approvals, a Developer's Agreement detailing the obligations of the developer associated with the proposed UVPUD is required. The Developer's Agreement must address, but is not limited to the following: potable water, sewer and reclaimed water utilities extension and oversizing requirements, proportionate fair share contribution for intersection improvements, conveyance of right-of-way, conveyance of water tank site, other off-site public infrastructure improvements, lift station, and impact fees.

(4) The proposed PUD will not allow a type or intensity of development that is premature or presently out of character in relationship to the surrounding area;

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD zoning criteria and land development regulations. The proposed UVPUD project will be limited to a gross residential density of 3 dwelling units per acre within the Low Density Residential Zone within 500 feet of the rural settlement boundary to the south and 12 residential dwelling units within the Mixed Use Zone north of the 500 foot buffer, which is in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the Mixed Use Zone, which allows both residential and commercial uses, will be limited to a floor area ratio of 0.3 and a maximum 90,000 square feet for retail uses and 80,000 for professional office uses not to exceed a combined total of 115,000 square feet of commercial space. This is consistent with both JPA 6 and the Comprehensive Plan policy for the Urban Village FLU.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. Using the Orange County Public Schools Concurrency Service Areas as an identification of the surrounding area, there are many residential and commercial developments within the surrounding area which have similar or greater density and/or intensity than the proposed UVPUD project. Some of the approved and/or constructed

developments within the surrounding area which extends east beyond SR 429 include Waterside on John's Lake, Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve.

(5) The rezoning will not interfere with an adjacent property owner's reasonable expectation of use or enjoyment; and

In accordance with the City's comprehensive plan, the only zoning permitted within the Urban Village future land use designation is Urban Village Planned Unit Development or Institutional. Further, in accordance with land development regulations and the comprehensive plan, the proposed UVPUD will provide for adequate buffering against adjoining properties and rights-of-way in the form of either landscaping to create a visual screen and/or perimeter walls/fencing.

(6) There is availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed PUD and the surrounding area, or an agreement or binding conditions have been established that will provide such transportation facilities to support said traffic in a reasonable time frame.

In order to support the development of the Four Corners UVPUD and other properties in the Urban Village Area and to accommodate the background traffic, it is necessary to widen and improve the intersection of Marsh Road and Williams Road. The Developer will convey the approximately 1.37 +/- acres of land from the Subject Property needed for the widening and extension of North Williams Road which is necessary to accommodate the intersection improvements and utilities serving the UVPUD development. A study by the City was conducted to identify the proposed developments' traffic impact on the Marsh Road and Williams Road intersection and such study has determined that the Subject Property and the adjacent developments will have a significant traffic impact said intersection. A portion of the costs of the design, engineering, permitting, installation, construction, provision and completion of the intersection improvements shall be borne by the Developer. Based on the cost estimate, the proportionate share payment for the project and subject property is agreed to be $240,000.00. These fair share costs will be paid as each project develops as a percentage of the project's proposed building square footage of the total development potential of the property. The traffic analysis provided with the proposed UVPUD project indicates that the project will not lower the adopted level of service standard on Marsh Road or Williams Road. With the development of the adjacent properties and construction of the roundabout, traffic counts on Marsh Road have decreased.

(7) The degree of departure or conformity of the proposed PUD with surrounding areas in terms of character and density.

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD zoning criteria and land development regulations. As stated above, the proposed UVPUD project will be limited to a gross residential density of 3 dwelling units per acre within the Low Density Residential Zone within 500 feet of the rural settlement boundary to the south and 12 residential dwelling units within the Mixed Use Zone north of the 500 foot

buffer, which is in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the Mixed Use Zone, which allows both residential and commercial uses, will be limited to a floor area ratio of 0.3 and a maximum 90,000 square feet for retail uses and 80,000 for professional office uses not to exceed a combined total of 115,000 square feet of commercial space. This is consistent with both JPA 6 and the Comprehensive Plan policy for the Urban Village FLU.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. There are many residential and commercial developments within the surrounding area which have similar or greater density and/or intensity than the proposed UVPUD project. Some of the approved and/or constructed developments within the surrounding area which extends east beyond SR 429 include Waterside on John's Lake Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve.

(8) Compatibility of uses and improvements within the PUD and the relationship with surrounding existing or proposed developments.

The proposed UVPUD project integrates several elements that provide for cohesion between existing natural features/resources and the existing and proposed uses surrounding the property. The project includes construction of a 10 foot wide multi-purpose trail extending the length of the property frontage on Marsh Road to enhance pedestrian circulation as identified in the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. The project will include open space/recreational areas in accordance with City Code requirements for common recreation and open space. The property will also comply with the open space and recreation requirements of the Wekiva Resource Protection Overlay, providing no less than 25% Wekiva Study Area Open Space. The karst features, rural settlement buffers, and the vast majority of the 100' karst feature confining layer setbacks will be preserved in a natural, vegetated state. Two cross access connection points are being provided on Williams Road and two are being provided on Marsh Road to ensure multiple points of entry/exit to the subject property.

(9) Prevention of erosion and degrading or enhancement of the surrounding areas.

The proposed UVPUD project provides for a 100 foot buffer from the confining layer of the karst feature located on the property and meets the environmental standards of the Wekiva Study Area. To the greatest extent possible, stormwater management features will be designed as landscape amenities.

(10) Provision for recreation facilities, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

Recreational facilities are identified within the proposed UVPUD project to include a 10 foot wide multi-purpose trail along Marsh Road. As specific development projects are proposed, they must comply with the recreation and open space requirements of City Code. The recreational facilities proposed comply with the Wekiva Study Area Resource Protection Overlay requirements for passive recreation. Requirements for recreation areas

stipulated by the City of Winter Garden subdivision standards are proposed to be met to the greatest extent possible, and payment by the developer into the city recreational fund will make up for any shortfall.

Stormwater management for the proposed UVPUD project will be provided in on-site stormwater management areas to satisfy the City of Winter Garden, St. John's Water Management District and strict requirements of the Wekiva Study Area criteria.

(11) The nature, intent and compatibility of any common open space, including the proposed method for the maintenance and conservation of the common open space.

The property on which the UVPUD project is proposed to be developed is located within the Wekiva Study Area Resource Protection Overlay as defined by the City's Comprehensive Plan, and therefore must comply with the Wekiva Study Area Open Space requirements as defined by the City's Comprehensive Plan Policies 1-3.1.7 & 1-3.1.8, which requires that a minimum of 25% of the developable area be Wekiva Study Area Open Space. Wekiva Study Area (WSA) Open Space is land area that remains undisturbed or minimally disturbed such as trails and boardwalks, as part of a natural resource preserve or passive recreation area and includes land preserved for Conservation purposes. WSA Open Space may include dry retention, passive recreation, school playgrounds and buffers. Up to 50% of the WSA Open Space requirement may be met with dry stormwater retention areas. None of the 25% WSA Open Space may be chemically treated with pesticides or fertilizers. WSA Open Space shall not include setback areas, private yards, street right of way, parking lots, impervious surfaces or active recreation areas. The proposed UVPUD project must comply with the Wekiva Study Area Open Space requirements.

(12) The feasibility and compatibility of the specified stage(s) or phase(s) contained in the preliminary development plan to exist as an independent development.

Each phase of development of the proposed UVPUD project must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.

(13) The availability of existing or planned reclaimed water service to support the proposed PUD.

The Developer will, prior to development of any portion of the Subject Property, pursue the design, permitting, installation and construction of a reclaimed water main from the existing point of connection on Marsh Road and extend west to the Subject Property consistent with the City Code requirements.

(14) The benefits within the proposed PUD development and to the general public to justify the requested departure from standard land use requirements inherent in a PUD classification.

The proposed UVPUD includes minimum 75' wide lots for detached residential structures and 24' wide lots for attached residential structures. Architectural elevations will be reviewed at that time ensuring there is an adequate mix of housing products with features including enhanced architectural treatments, front porches, and recessed garages. Commercial structures within the mixed-use zone must comply with specific

development and architectural requirements, as outlined in an exhibit as part of the UVPUD ordinance.

The proposed UVPUD project incorporates the following features which are of benefit to the general public: construction of 10 foot wide multi-purpose trail along the site frontage on Marsh Road which provides for pedestrian circulation and access on Marsh Road and the widening and improving of the intersection of Marsh Road and Williams Road. Additionally, the project as proposed provides protection and substantial buffering from the neighboring karst feature as well as buffering from the rural settlement properties to the south.

(15) The conformity and compatibility of the proposed common open space, residential and/or nonresidential uses within the proposed PUD.

As development is proposed, plans will be reviewed to ensure the proposals include a variety of open spaces that are inclusive, pedestrian friendly, and meet all requirements of City Code, the Comprehensive Plan, and of JPA 6.

(16) Architectural characteristics of proposed residential and/or nonresidential development.

A variety of architectural requirements have been incorporated into the commercial building standards in the proposed UVPUD project including requirements for architectural character, varying building massing, roof treatments, building projections and recesses, entryways and arcades, building articulation and theming, retail lighting, signage and monuments, and landscaping.

(17) A listing of the specific types of nonresidential uses to be allowed.

The UVPUD proposal is part of the village center, which is permitted by the Comprehensive Plan and JPA 6 to have a maximum of 115,000 square feet of commercial uses outside the 500' rural settlement buffer. Permitted non-residential uses within this mixed-use zone are retail stores and shops of a neighborhood convenience, dry cleaning and laundry facilities, bakeries and neighborhood food service establishments, drug stores and sundries, professional office & studios, professional services, laboratories and clinics, live/work units, and civic facilities. One fuel sales establishment is permitted in this UVPUD by Special Exception. Buildings with drive-thru lanes are permitted by Special Exception provided there is a maximum one such building per quadrant and lanes may not face Marsh Road or Williams Road and there may be no direct access to either road.

URBAN VILLAGE PLANNED UNIT DEVELOPMENT INTENT & REQUIREMENTS

Development within the urban village future land use classification shall be designed based on an urban development pattern which encourages the formation of a suburban village. The standards and procedures of the urban village planned unit development are intended to promote flexibility of design and to permit planned diversification and integration of uses and structures, while retaining in the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect and promote the public health, safety and general welfare. Determining whether to require a mixture of residential and non-residential uses and a

variety of housing types and lot sizes within individual urban village planned unit developments will be based on anticipated development patterns and size of property ownerships. Each individual urban village planned unit development will not be required to incorporate all uses permitted in the urban village planned unit development land use regulations.

Through the urban village planned unit development process, which may involve the approval of multiple UVPUDs, all development within the urban village future land use classification shall follow the general design principles of: (staff conclusions/findings are underlined)

(1) creating a series of walkable residential neighborhoods;

Proposed UVPUD will include cross access connections to the parcels within the subject property for vehicular and pedestrian access, additionally the proposed UVPUD features a multi-purpose trail along the property frontage on Marsh Road.

(2) developing an integrated park and trail system to facilitate pedestrian travel and recreation;

The proposed UVPUD features a multi-purpose trail along the property frontage on Marsh Road. Proposed UVPUD will include recreation amenities that meet the requirements of the City's Code of Ordinances for open space & recreational facilities.

(3) developing a comprehensive network of roads and traffic calming solutions to complement and support the existing Marsh Road infrastructure;

Right-of-way will be dedicated to the City to facilitate roadway improvements at the intersection of Marsh Road and Williams Road.

(4) establishing connectivity to natural systems while preserving wetlands and other natural resources and protecting water quality and quantity;

The proposed UVPUD preserves all karst features, the 100' rural settlement buffer, and the vast majority of the 100' karst feature confining layer buffer. Because of this, much of the site will remain in a natural state.

(5) creating a mixed-use character through the integration of a diversity of uses;

The proposed UVPUD allows for a mix of uses within the mixed-use zone. Permitted uses within this zone include detached and attached residential units, retail stores and shops of a neighborhood convenience, dry cleaning and laundry facilities, bakeries and neighborhood food service establishments, drug stores and sundries, professional office & studios, professional services, laboratories and clinics, live/work units, upper-story residential dwelling units, nursing homes, and civic facilities.

(6) creating a focus center within the urban village

The subject property is located within the urban village. The commercial component of the development will be reviewed in light of this requirement, ensuring there will be a focus center.

(7) The urban village planned unit development shall provide a compact integrated development pattern with a park or central feature located within a ¼ mile walking distance of the majority of residences in each neighborhood.

Community open space/recreation areas will be required to be provided in the form of a park or central feature within ¼ mile walking distance of any proposed residential units.

(8) To ensure adequate housing diversity, urban village planned unit development should generally contain a variety of housing types which may include both attached and detached housing product with ownership and rental opportunities, as well as live/work housing.

The UVPUD allows for a wide variety of residential and mixed uses within the mixed-use zone including attached and detached housing units, live/work units, and upper story residential units. The low density residential zone allows for both attached and detached housing units.

(9) The street network shall be designed to create a hierarchy of interconnected streets and traffic calming solutions to allow travel through and between neighborhoods and beyond the urban village planned unit development. Roadway cross sections shall be designed to accommodate multiple modes of transportation.

The proposed UVPUD will provide cross access connections to parcels within the subject property.

(10) Emphasis shall be placed on pedestrian and bike paths and shall be incorporated in street cross sections and open spaces.

The proposed UVPUD includes a multi-purpose trail along Marsh Road and a fully integrated network of sidewalks which will connect and provide cross access between parcels within the subject property.

(11) All development proposals within an urban village planned unit development shall, as determined by the city commission, be consistent with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden (Dated January 24, 2007) as approved by the city commission, as such may be amended from time to time.

The proposed UVPUD is consistent with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden.

(12) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the Resource Protection Overlay as established by the City's Comprehensive Plan. In the event of a conflict or conflicts between the Urban Village Planned Unit Development zoning district and the Resource Protection Overlay, the Resource Protection Overlay shall control to the extent such conflict exists.

The proposed UVPUD will comply with the Wekiva Study Area Resource Protection Overlay requirements as stipulated in the City's Comprehensive Plan. The proposed UVPUD will meet the Wekiva Open Space requirements, stricter Wekiva drainage requirements and karst feature setbacks and buffering.

(13) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential

clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for non residential development is 0.3 floor area ratio.

The proposed UVPUD development plan will have a gross developable density of 3 dwelling units per acre within the low density residential zone and 12 dwelling units per acre within the mixed-use zone. The maximum FAR for commercial development within the mixed-use zone will be 0.3.

(14) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.

The proposed UVPUD will incorporate stormwater facilities and ponds into the design of the community through placement of the facilities where they function as both visual features and buffers, while also meeting the stricter Wekiva Study Area requirements.

(15) New development shall connect to City utilities, potable water, sanitary sewer, and reclaimed water when available.

The proposed UVPUD will extend lines for and make connection to city utilities, water, wastewater, and reclaimed water at the developer's expense.

(16) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.

The proposed UVPUD, which is located within the village center, allows for mixed uses including live/work units and upper story residential units, which will be permitted in compliance with the requirements stipulated within the UVPUD zoning district.

(17) Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 50% of the residential units in the urban village planned unit development. These additional accessory units shall not be counted towards the density.

The proposed UVPUD does not preclude the development of "granny flats", which will be permitted in compliance with the requirements stipulated within the UVPUD zoning district.

Consistent with the goal of ensuring the entirety of lands designated with the urban village future land use designation develop in such a way as to meet the goals and policies of the comprehensive plan, the city commission shall have the flexibility in deciding whether to require a mixture of residential and non-residential uses and a variety of housing types and lot sizes within individual urban village planned unit developments based on anticipated development patterns.

The urban village planned unit development shall be located in the urban village future land use designation as defined in the city's comprehensive plan, or in such other areas as determined by city commission.

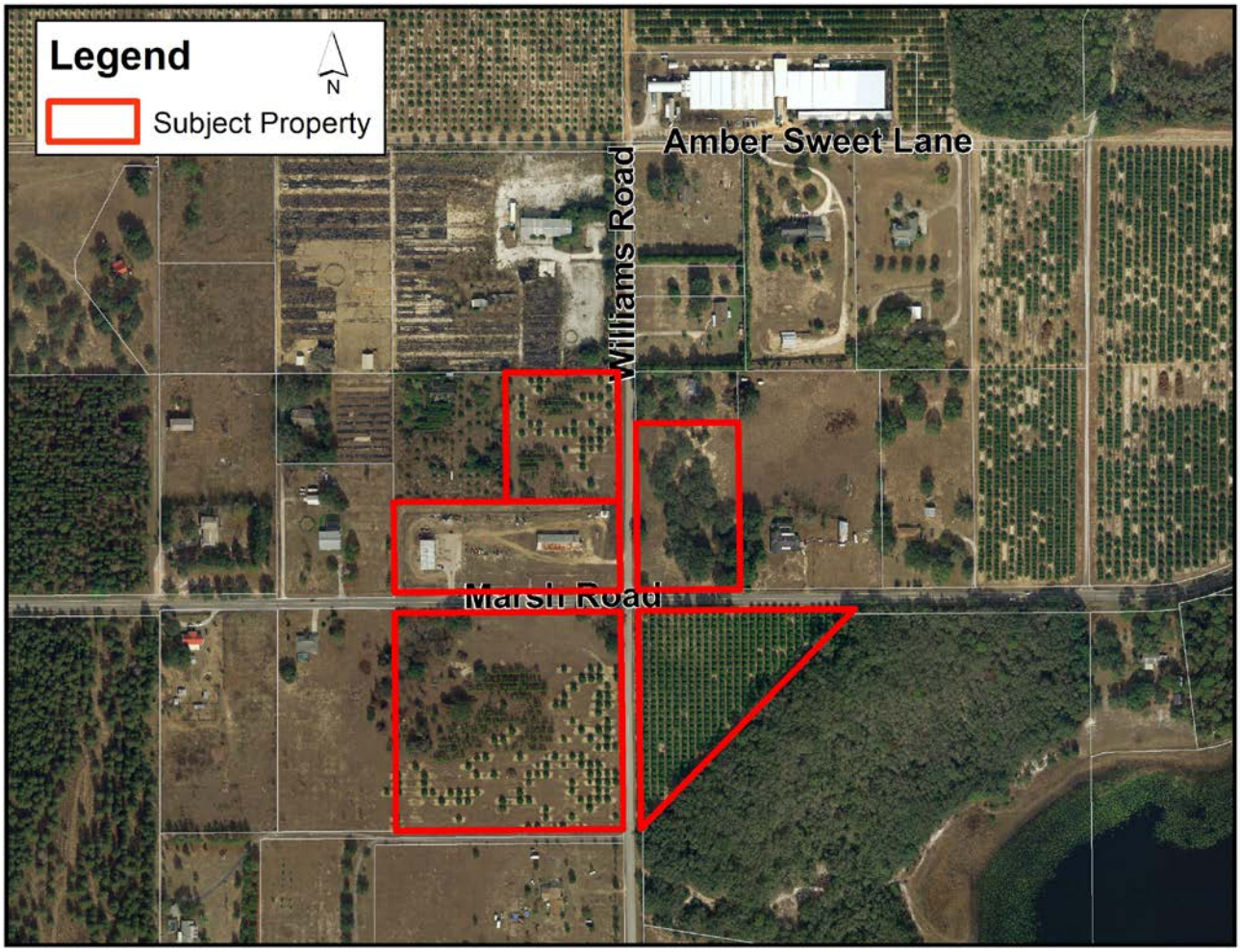
SUMMARY

City Staff recommend approval of the proposed Ordinance 15-04. Rezoning the subject property from City NZ to City UVPUD is consistent with the City's Comprehensive Plan, Future Land Use Map and land development regulations, and is consistent with the trend of development in

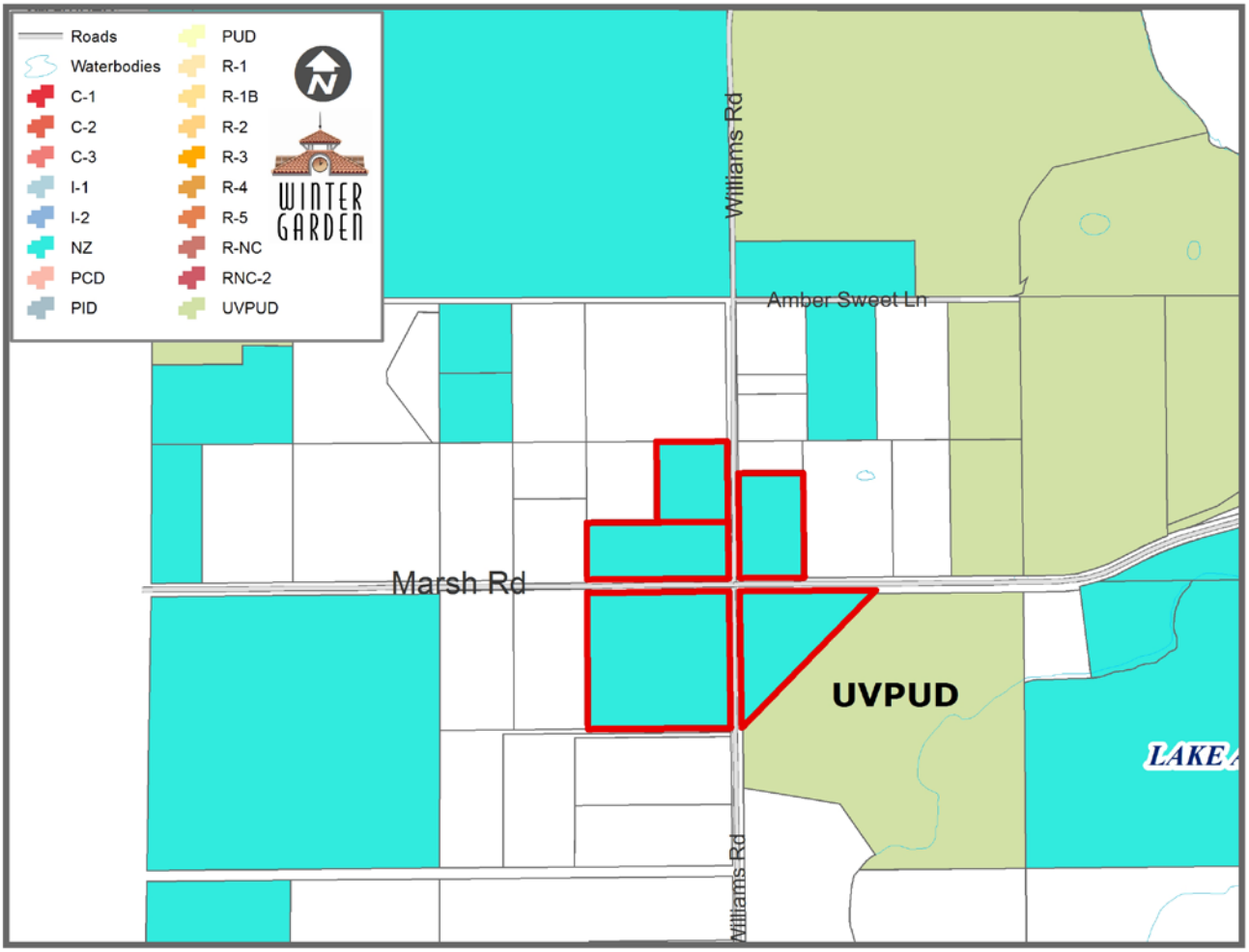
the area.

The proposed development of the subject property is consistent with the stipulations and guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden which requires that rezoning applications or development plans for properties located within the JPA expansion area must be processed as Planned Unit Developments.

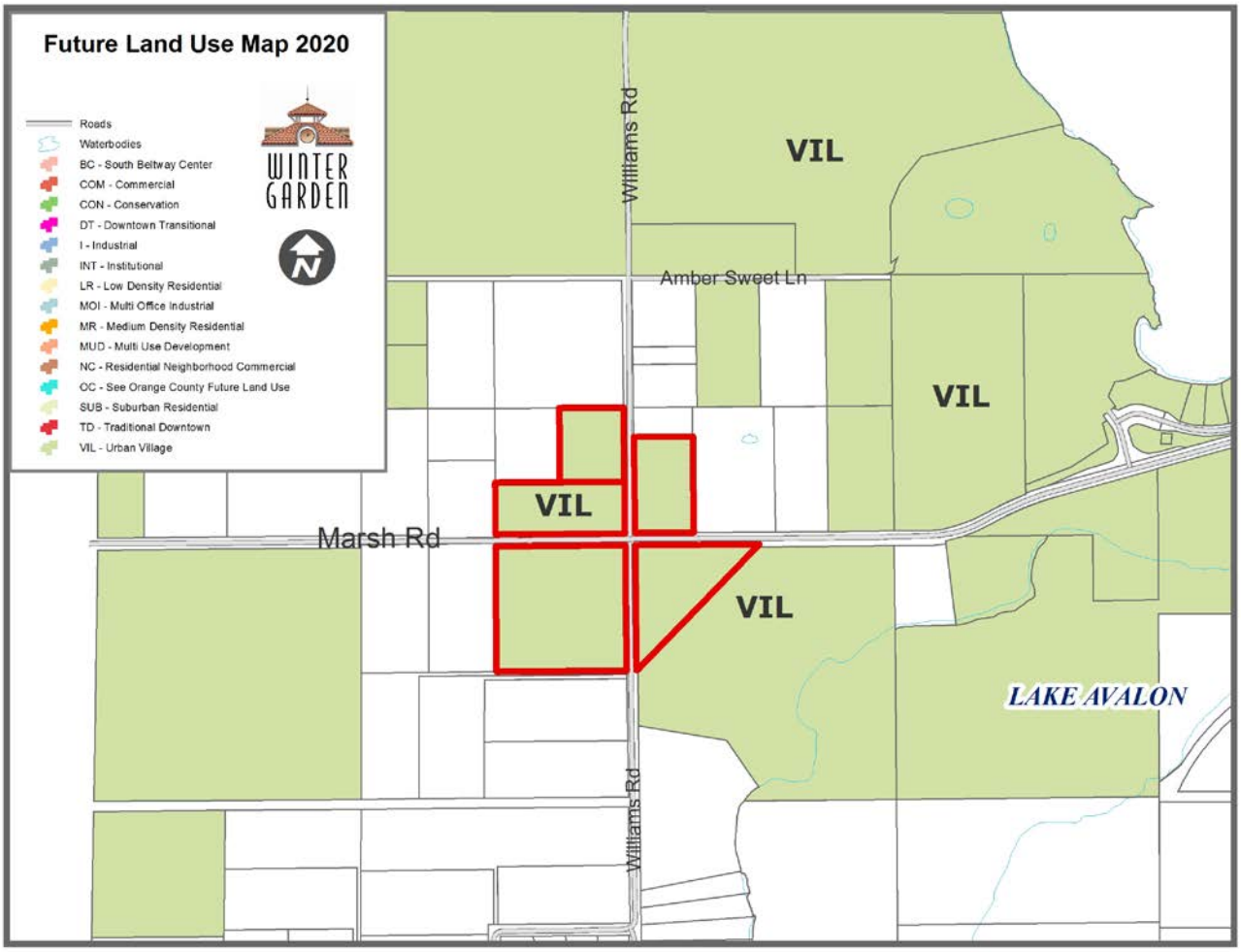
AERIAL PHOTO
17500 Marsh Road



ZONING MAP
<u>17500 Marsh Road</u>



FUTURE LAND USE MAP
<u>17500 Marsh Road</u>



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 3, 2014 **Meeting Date:** December 11, 2014

Subject: 740 South Park Avenue
Adrian Galvan
Ordinance 15-05
Ordinance 15-06
Ordinance 15-07
PARCEL ID # 22-22-27-1084-01-140

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on property located at 740 South Park Avenue.

Discussion:

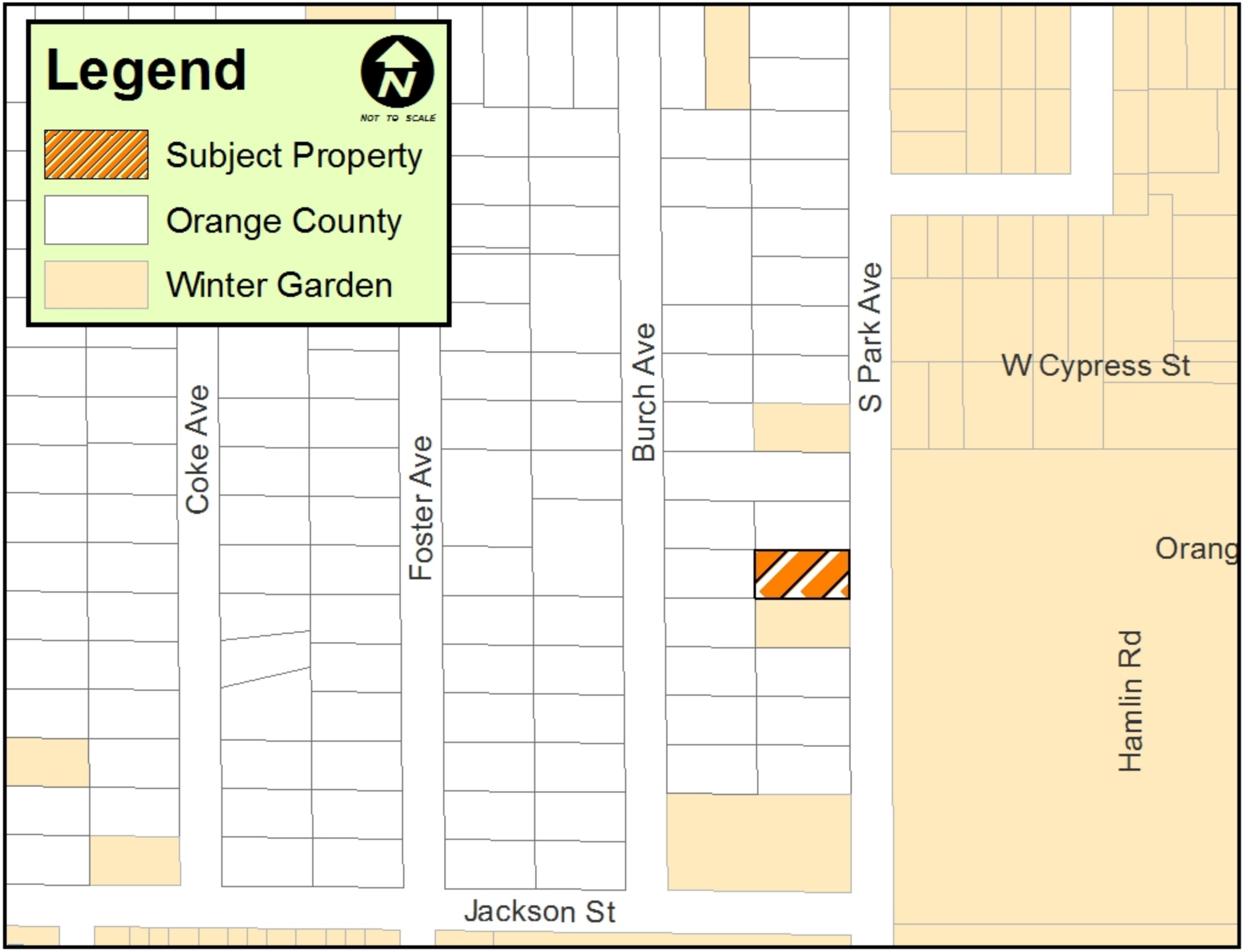
The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.22 ± acre enclave located on the west side of South Park Avenue, north of Jackson Street and south of West Story Road. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential, and initial Zoning of R-2. (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 15-05, Ordinance 15-06, and Ordinance 15-07 with the second reading scheduled for January 8, 2015.

Attachment(s)/References:

Location Map
Ordinance 15-05
Ordinance 15-06
Ordinance 15-07
Staff Report


Legend
NOT TO SCALE
Subject Property
Orange County
Winter Garden
Coke Ave
Foster Ave
Burch Ave
S Park Ave
W Cypress St
Orang
Hamlin Rd
Jackson St

ORDINANCE 15-05

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVENUE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY 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 0.22 ± acres located at 740 South Park Avenue on the west side of South Park Avenue, north of Jackson Street and south of West Story 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#: 22-22-27-1084-01-140

Lot 14, Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Southeast corner of Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run North 00°00'00" East 420.00 feet to the Southeast corner of Lot 14 of said Block A; thence North 89°18'00" West 136.46 feet to the Southwest corner of said Lot 14; thence North 00°26'43" West 70.01 feet to the Northwest corner of said Lot 14; thence South 89°18'00" East 137.01 feet to the Northeast corner of said Lot 14; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.220 acres, more or less.

ORDINANCE 15-06

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 0.22 ± ACRES OF LAND LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVEUNE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY ROADFROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.22 ± acres of land located at 740 South Park Avenue on the west side of South Park Avenue, north of Jackson Street and south of West Story 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 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 15-05, 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#: 22-22-27-1084-01-140

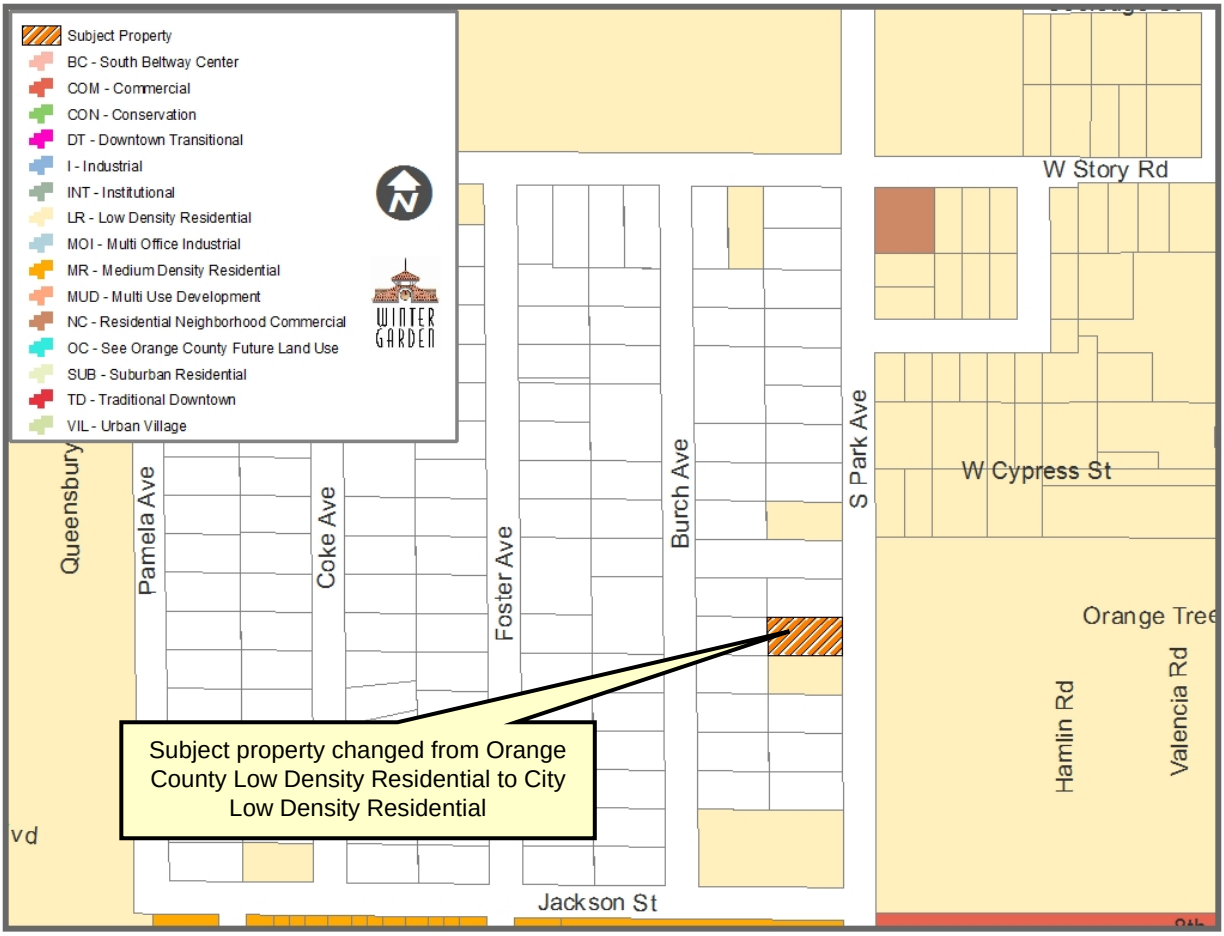
Lot 14, Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Southeast corner of Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run North 00°00'00" East 420.00 feet to the Southeast corner of Lot 14 of said Block A; thence North 89°18'00" West 136.46 feet to the Southwest corner of said Lot 14; thence North 00°26'43" West 70.01 feet to the Northwest corner of said Lot 14; thence South 89°18'00" East 137.01 feet to the Northeast corner of said Lot 14; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.220 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>740 South Park Avenue</u>



ORDINANCE 15-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 740 SOUTH PARK AVENUE ON THE WEST SIDE OF SOUTH PARK AVENUE, NORTH OF JACKSON STREET AND SOUTH OF WEST STORY ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.22 ± acres of land located at 740 South Park Avenue on the west side of South Park Avenue, north of Jackson Street and south of West Story Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-2 Residential District to the City's R-2 Residential District zoning classification, therefore;

WHEREAS, 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 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.* After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County R-2 Residential District to City R-2 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 15-06 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#: 22-22-27-1084-01-140

Lot 14, Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Southeast corner of Block A, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run North 00°00'00" East 420.00 feet to the Southeast corner of Lot 14 of said Block A; thence North 89°18'00" West 136.46 feet to the Southwest corner of said Lot 14; thence North 00°26'43" West 70.01 feet to the Northwest corner of said Lot 14; thence South 89°18'00" East 137.01 feet to the Northeast corner of said Lot 14; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.220 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

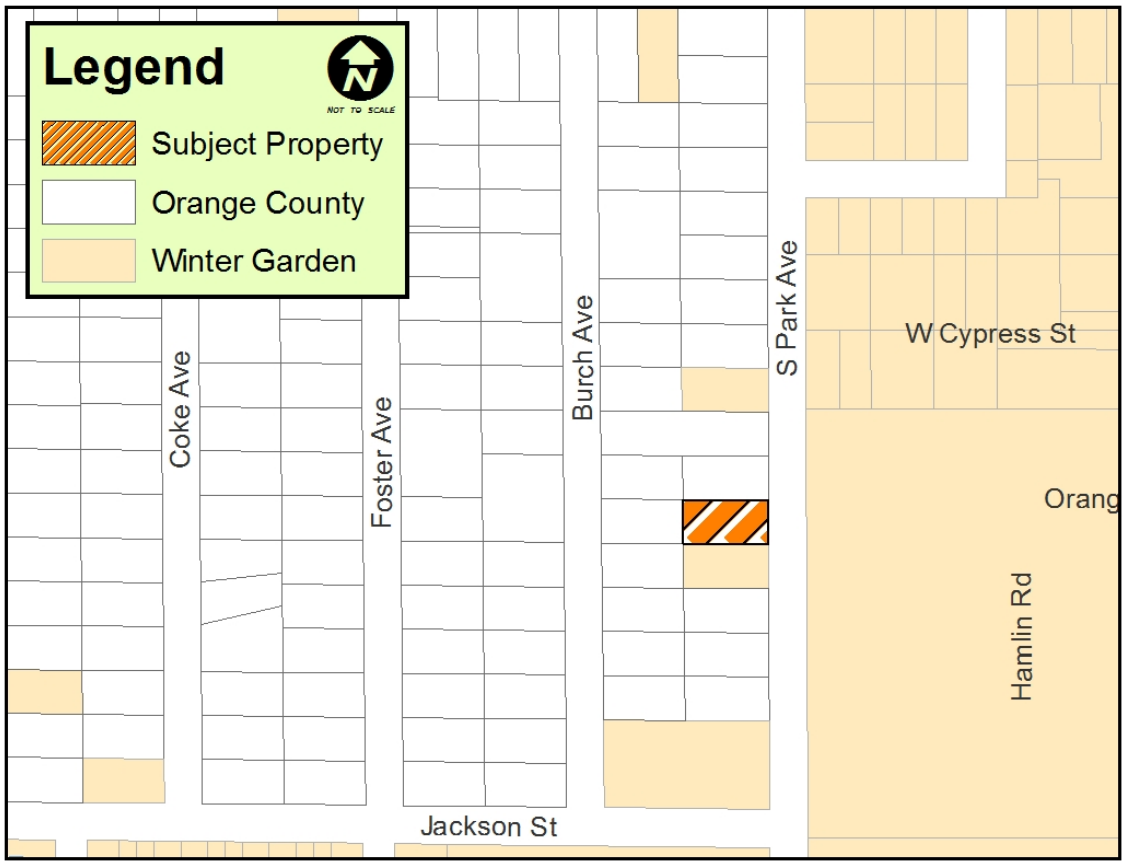
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PEPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
DATE: NOVEMBER 20, 2014
SUBJECT: ANNEXATION – ZONING – FLU AMENDMENT
740 SOUTH PARK AVENUE (0.22 +/- ACRES)
PARCEL ID #: 22-22-27-1084-01-140
APPLICANT: ADRIAN GALVAN

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 740 South Park Avenue and is approximately 0.22 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Low Density Residential, and initial zoning of R-2.

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

ADJACENT LAND USE AND ZONING

The property located to the north is a single family house, zoned R-2 and located in Orange County. The properties located to the east are developed with the Orange Tree Mobile Home Park, zoned R-2 and located in the City. The property to the south is a single family house, zoned R-2 and located in Winter Garden. The properties to the west are developed as single family homes, zoned R-2 and located in Orange County.

PROPOSED USE

The applicant intends to annex the property and continue using it as a single-family house.

PUBLIC FACILITY ANALYSIS

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

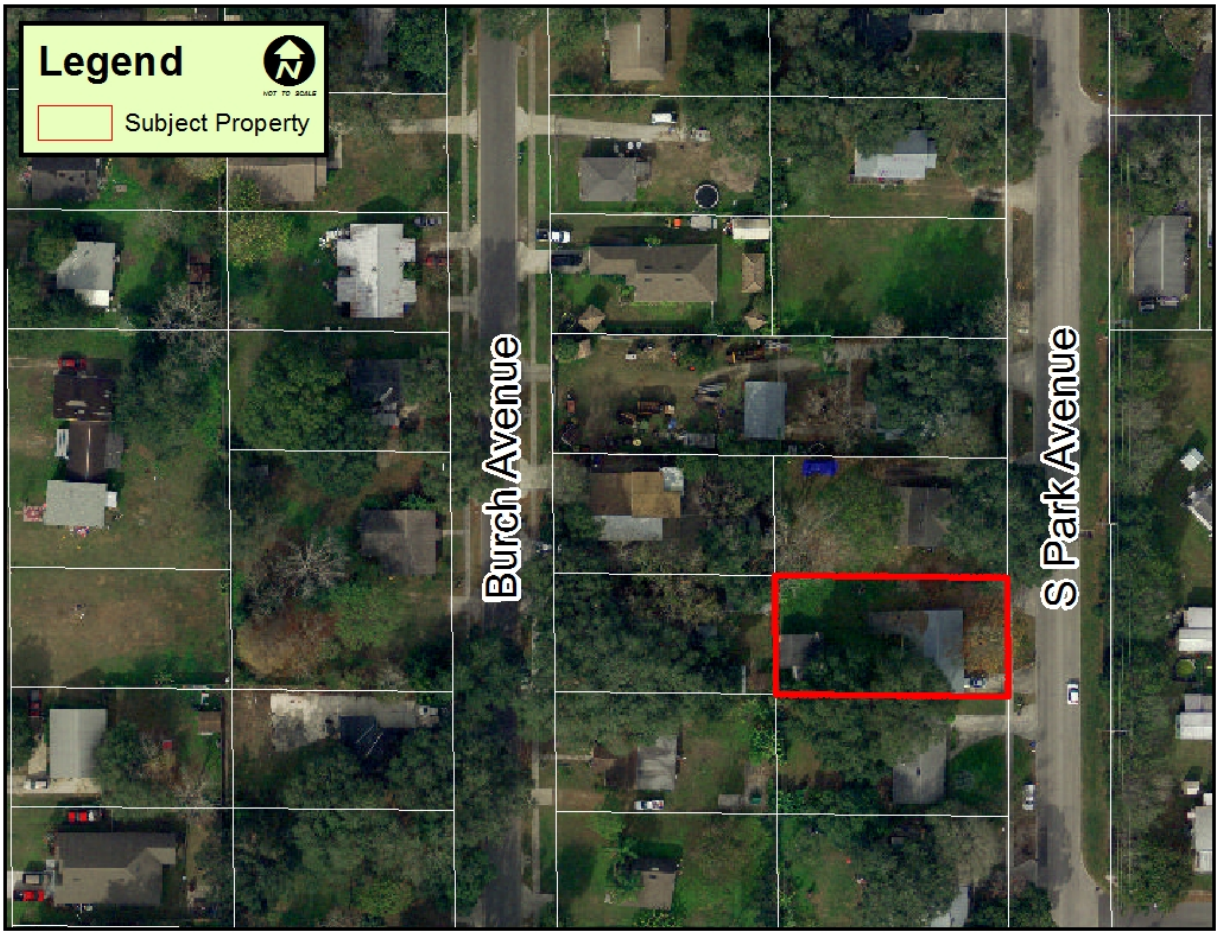
SUMMARY

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

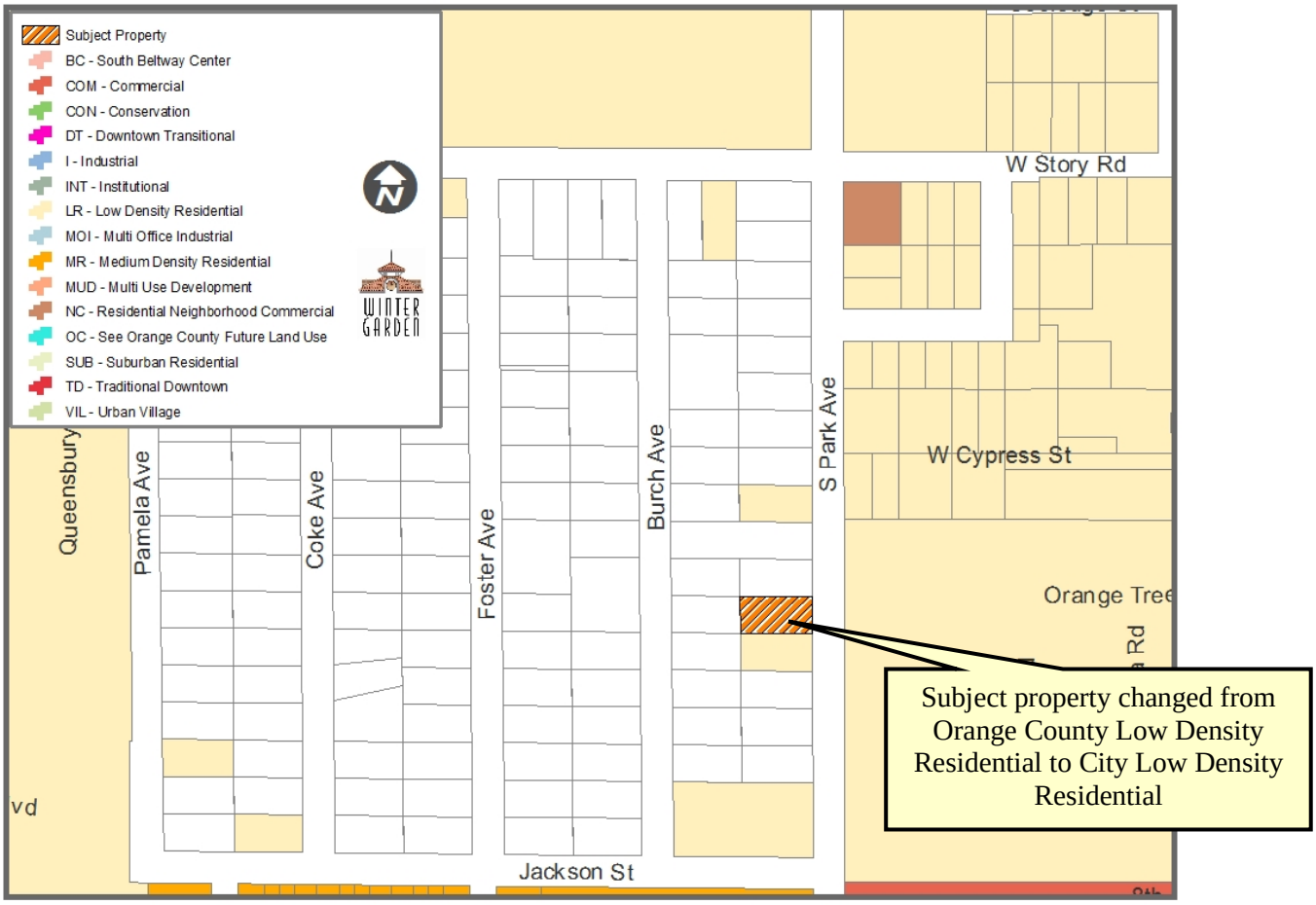
MAPS

AERIAL PHOTO

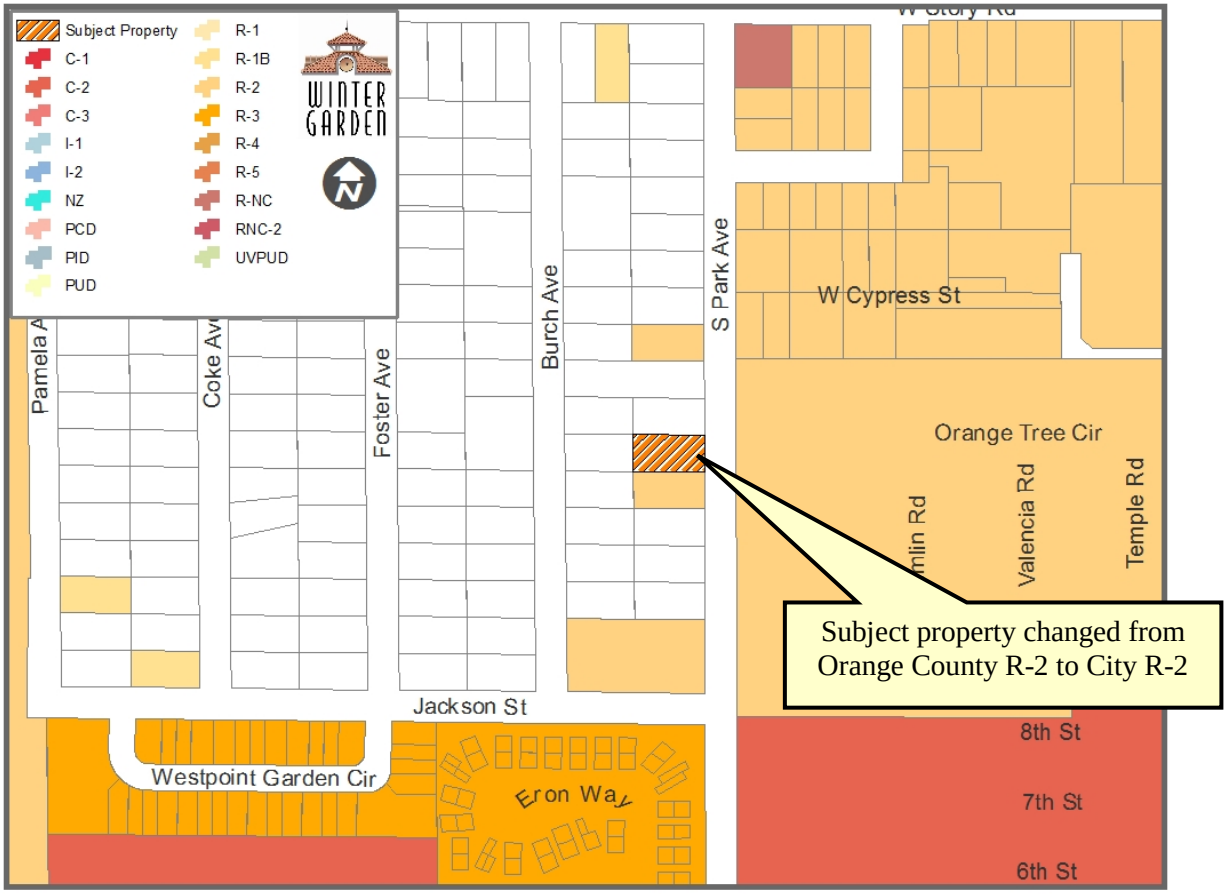
740 South Park Avenue



FUTURE LAND USE MAP
740 South Park Avenue



ZONING LAND USE MAP
920 Vineland Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 3, 2014 **Meeting Date:** December 11, 2014

Subject: 502 Winter Garden Vineland Road
Joseph P. Nuria
Ordinance 15-08
Ordinance 15-09
Ordinance 15010
PARCEL ID # 35-22-27-0000-00-005

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on property located at 502 Winter Garden Vineland Road.

Discussion:

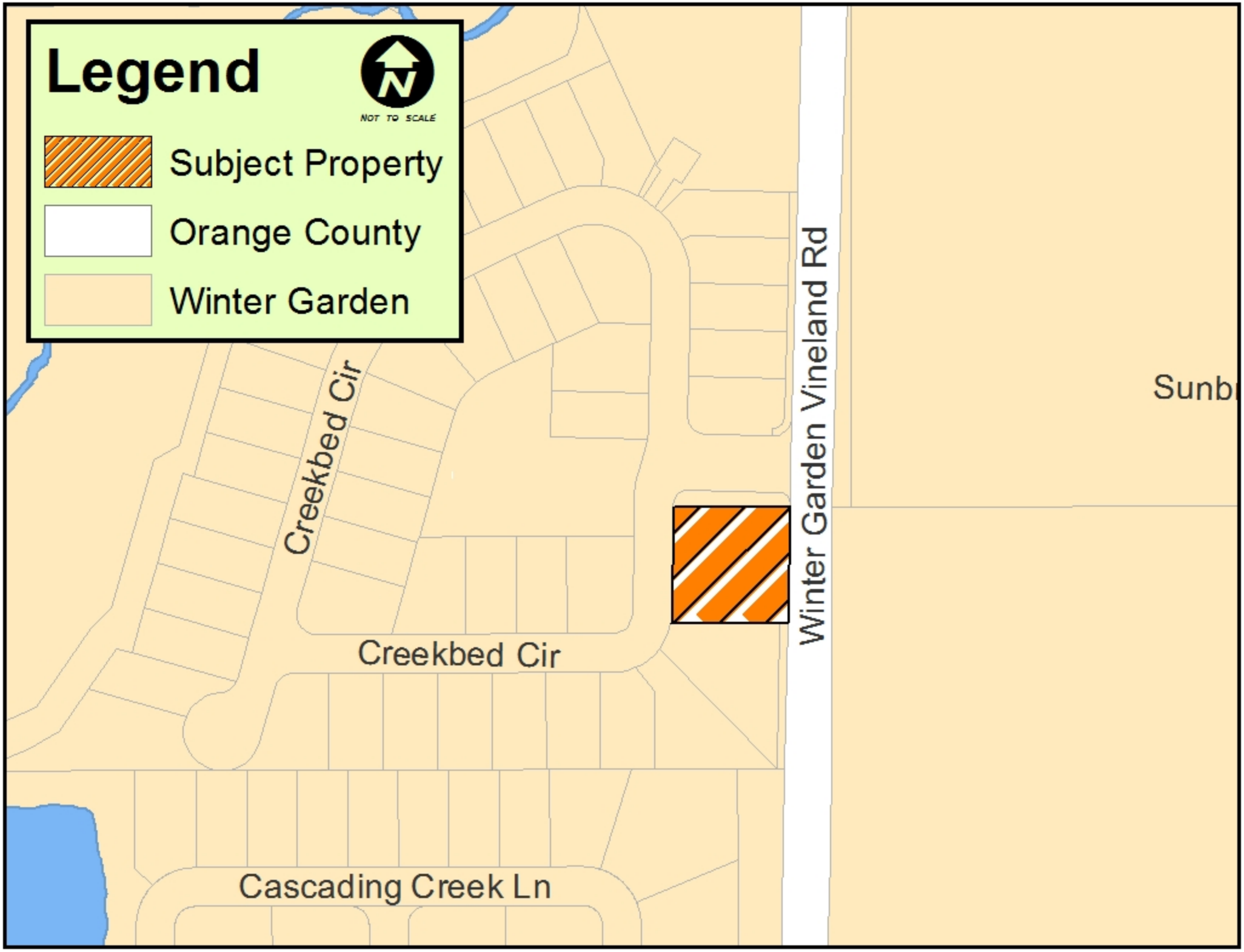
The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.52 ± acre enclave located on the west side of Winter Garden Vineland Road, north of High Tide Drive and south of Bradford Creek Boulevard. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential, and initial Zoning of R-1. (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 15-08, Ordinance 15-09, and Ordinance 15-10 with the second reading scheduled for January 8, 2015.

Attachment(s)/References:

Location Map
Ordinance 15-08
Ordinance 15-09
Ordinance 15-10
Staff Report


Legend
NOT TO SCALE
Subject Property
Orange County
Winter Garden
Creekbed Cir
Creekbed Cir
Winter Garden Vineland Rd
Sunb
Cascading Creek Ln

ORDINANCE 15-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.52 ± acres located at 502 Winter Garden Vineland Road on the west side of Winter Garden Vineland Road, north of High Tide Drive and south of Bradford Creek Boulevard and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

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

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____ , 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#: 35-22-27-0000-00-005

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD), RUN WEST 150 FEET, THENCE SOUTH 150 FEET, THENCE EAST TO THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD) THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ORDINANCE 15-09

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 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD FROM ORANGE COUNTY RURAL 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 0.52 ± acres located at 502 Winter Garden Vineland Road on the west side of Winter Garden Vineland Road, north of High Tide Drive and south of Bradford Creek Boulevard, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Rural 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 15-08, 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

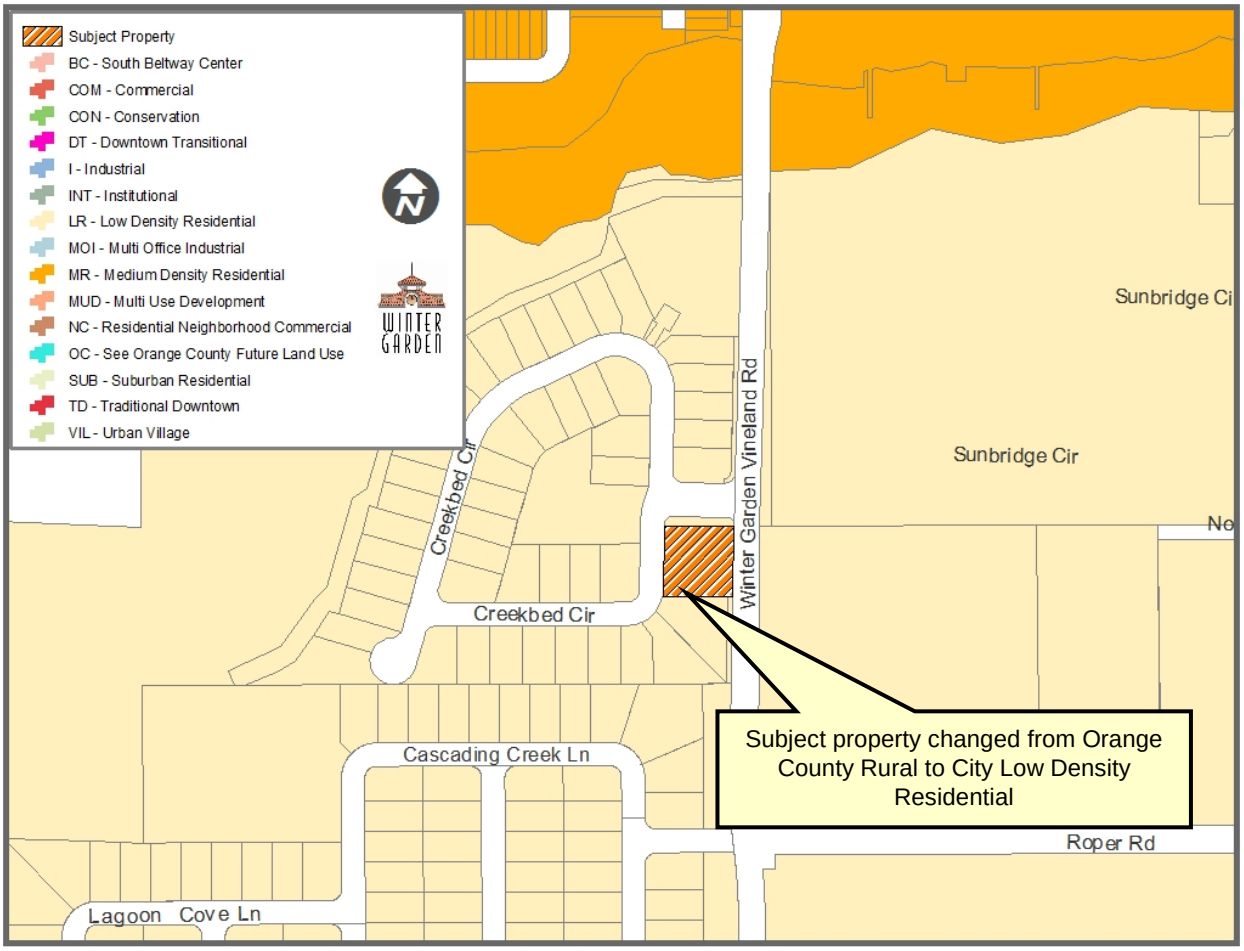
PARCEL ID#: 35-22-27-0000-00-005

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD), RUN WEST 150 FEET, THENCE SOUTH 150 FEET, THENCE EAST TO THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD) THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>502 Winter Garden Vineland Road</u>



ORDINANCE 15-10

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.52 ± ACRES LOCATED AT 502 WINTER GARDEN VINELAND ROAD ON THE WEST SIDE OF WINTER GARDEN VINELAND ROAD, NORTH OF HIGH TIDE DRIVE AND SOUTH OF BRADFORD CREEK BOULEVARD FROM ORANGE COUNTY A-1 AGRICULTURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.52 ± acres located at 502 Winter Garden Vineland Road on the west side of Winter Garden Vineland Road, north of High Tide Drive and south of Bradford Creek Boulevard, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Agricultural District to the City's R-1 Single-Family Residential District zoning classification, therefore;

WHEREAS, 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 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.* After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County A-1 Agricultural District to City R-1 Single-Family Residential District in the City of Winter Garden, Florida.

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 15-09 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#: 35-22-27-0000-00-005

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD), RUN WEST 150 FEET, THENCE SOUTH 150 FEET, THENCE EAST TO THE WEST RIGHT OF WAY LINE OF STATE ROAD # 535 (WINTER GARDEN VINELAND ROAD) THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

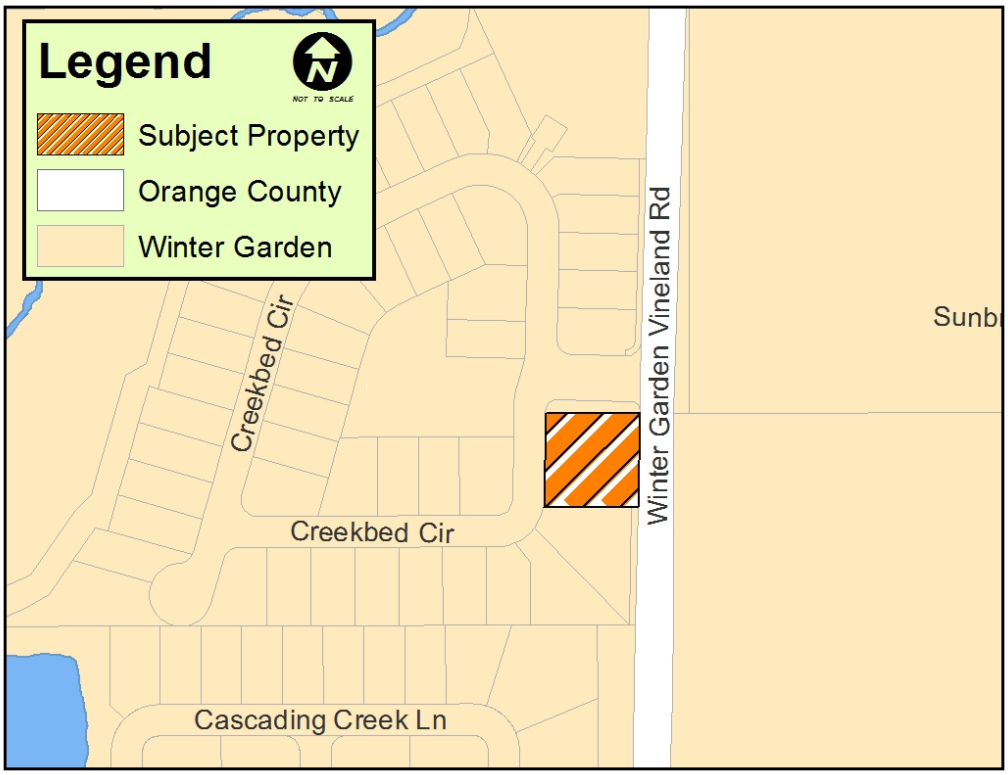
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PEPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
DATE: NOVEMBER 21, 2014
SUBJECT: ANNEXATION – ZONING – FLU AMENDMENT
502 WINTER GARDEN VINELAND ROAD (0.52 +/- ACRES)
PARCEL ID #: 35-22-27-0000-00-005
APPLICANT: JOSEPH P. NURIA

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 502 Winter Garden Vineland Road and is approximately 0.52 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Low Density Residential, and rezoning the property to R-1 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 is currently vacant and the owner intends to build a home in the future.

ADJACENT LAND USE AND ZONING

The properties located to the north, south, east, and west have recently been developed as a single-family neighborhood (Bradford Creek) and homes are just starting to be built.

PROPOSED USE

The applicant intends to annex the property and build a new home sometime in the future.

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

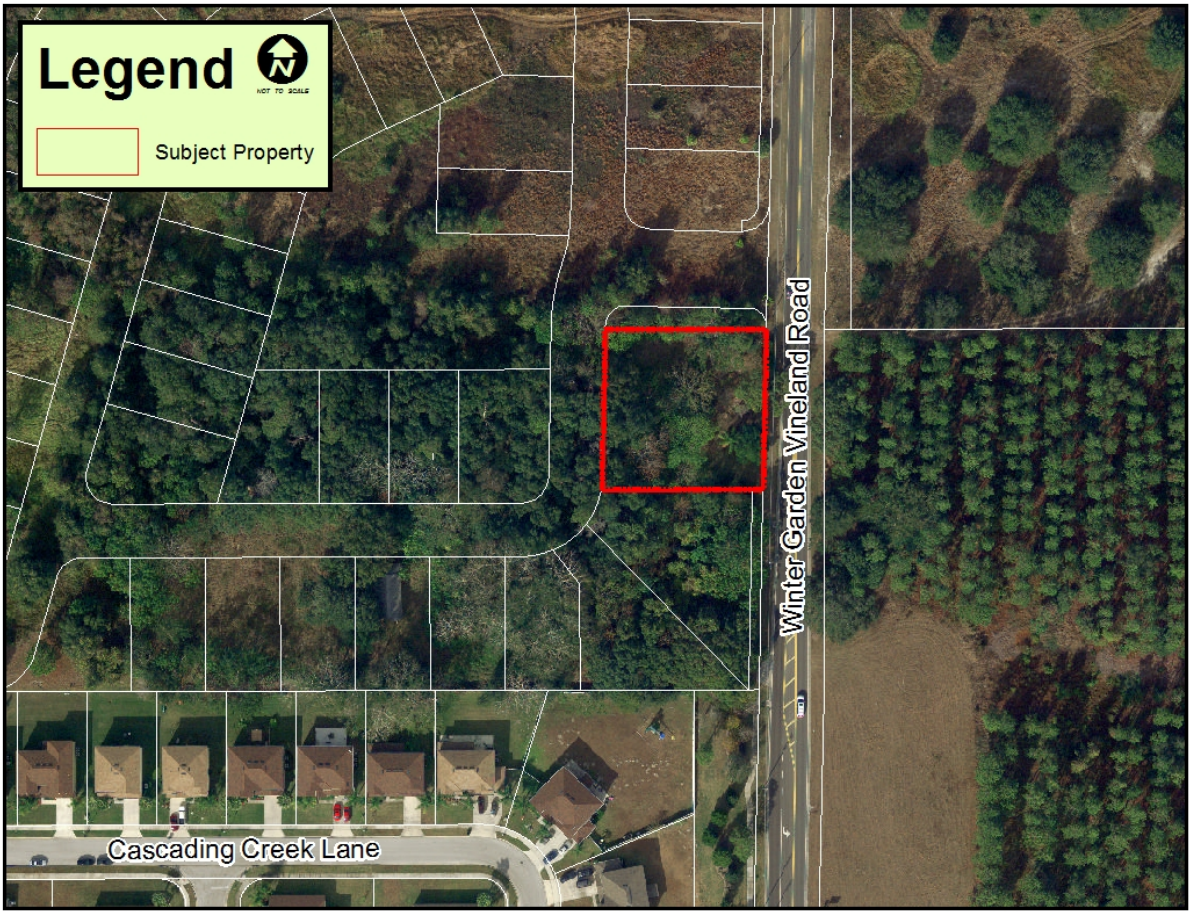
Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. Staff recommends approval of the Annexation, Future Lamd Ise Amentment, and initial Zoning, subject to the following condition:

1. All access to the property shall be from within the Bradford Creek subdivision. No driveways will be allowed on Winter Garden Vineland Road.

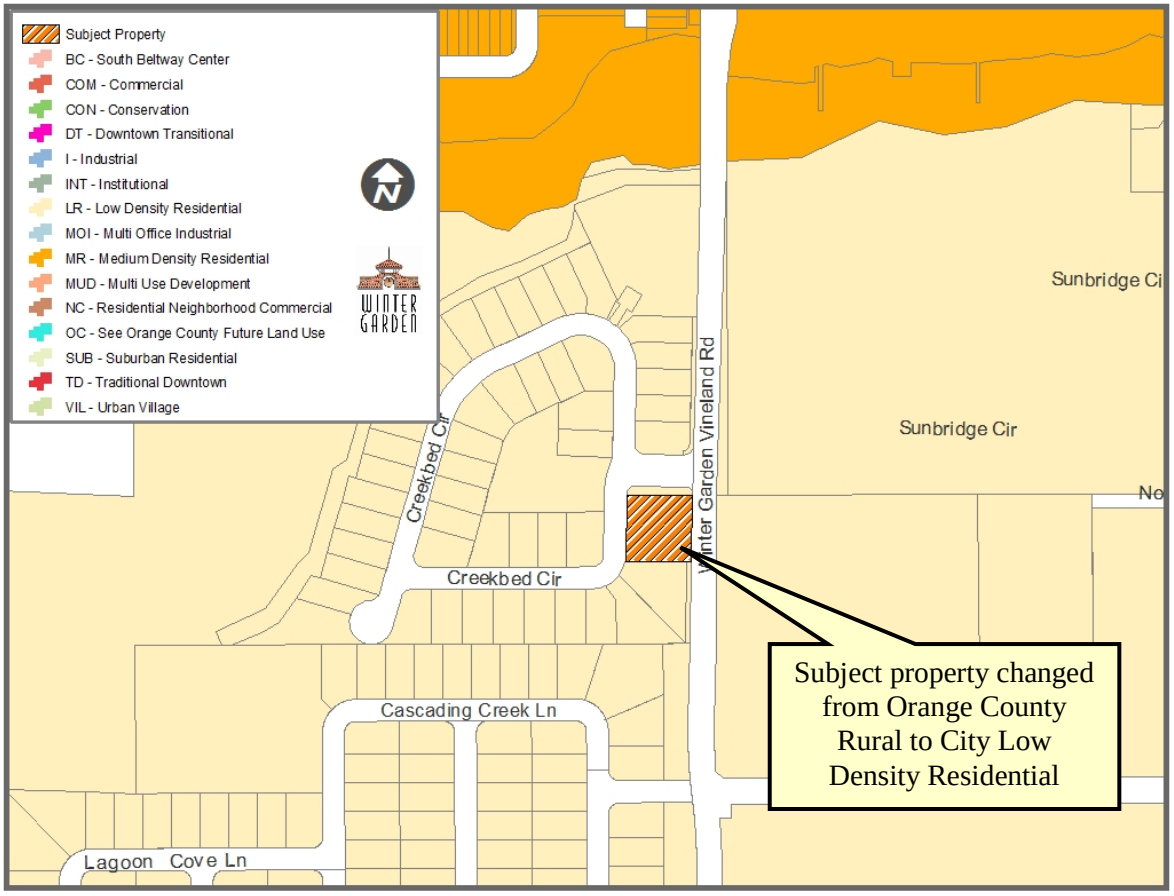
MAPS

AERIAL PHOTO

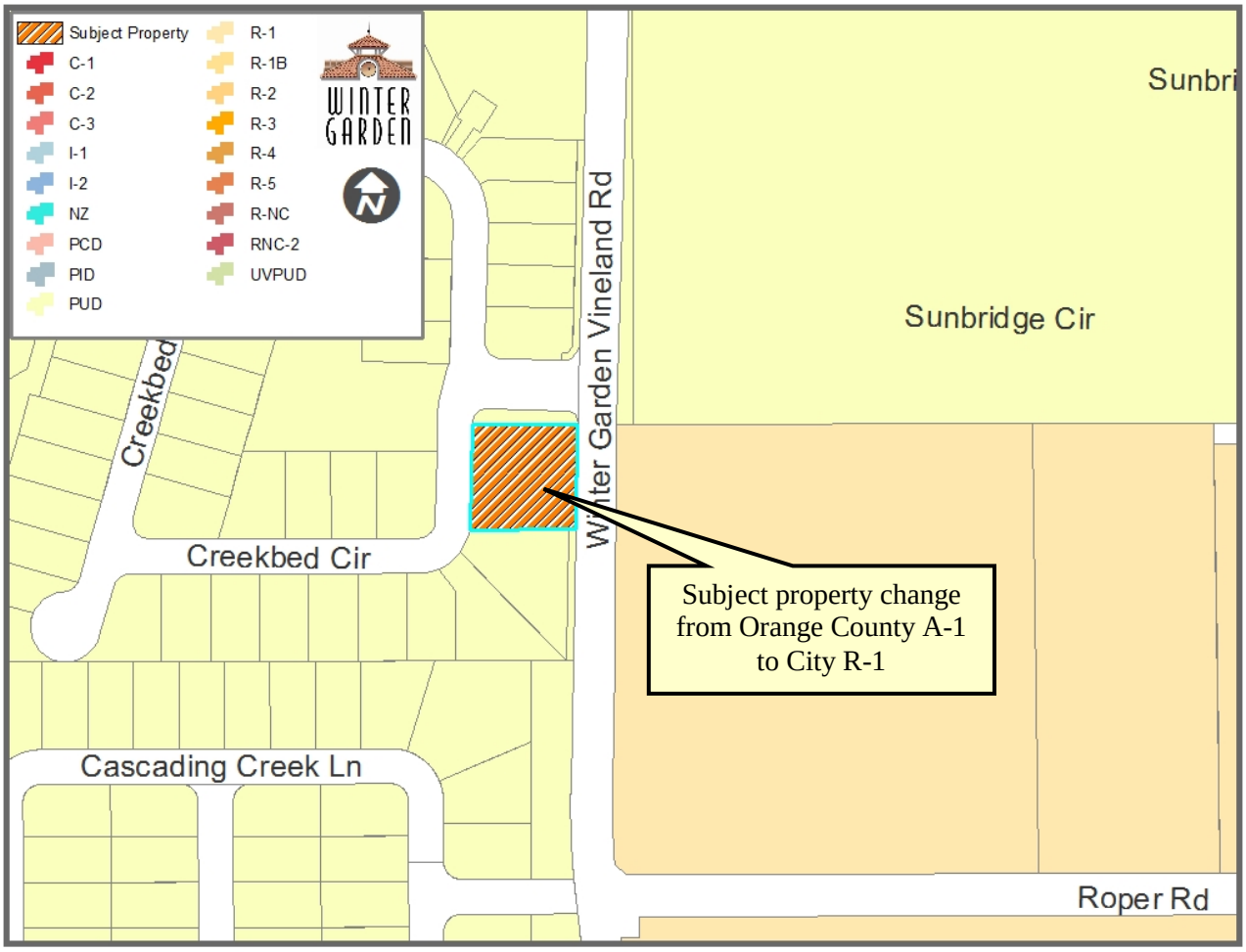
502 Winter Garden Vineland Road



FUTURE LAND USE MAP
502 Winter Garden Vineland Road



ZONING MAP
13100 West Colonial Drive



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Michael Bollhoefer, City Manager

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: **Ordinance 15-11**

Issue: Impact fees are put in place to ensure that the current tax payers will not be responsible for additional capital costs required as a result of new development. Impact fees are charged to new residential and commercial development in order to fund those costs necessitated by new growth.

The current impact fees for police protection, fire protection, and recreation were adopted in 2004 pursuant to Ordinance No 04-17. Since the implementation of these fees 10 years ago, several aspects of the City have changed, including the capital requirements needed to maintain excellent levels of service. The City's consultant, PRMG recently conducted a municipal services impact fee study. Based on their analysis and findings, PRMG recommends that the impact fees be adjusted in order to meet the City's capital requirement for the services to serve new development.

This ordinance amends the current municipal impact fees to ensure that the new development provides the adequate funding to purchase necessary capital and not put the burden on the current tax payers of the City.

Recommended action: Staff recommends approval of Ordinance 15-11 with the second reading scheduled for January 8, 2015.

Attachments/References: Ordinance 15-11
Municipal Impact Fee Study

ORDINANCE NO. 15-11

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING DIVISIONS 3, 4 AND 5 OF ARTICLE II, CHAPTER 42 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; PROVIDING FOR INCREASED IMPACT FEES FOR POLICE PROTECTION, FIRE AND RESCUE AND RECREATION IMPACT FEES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden ("City") has established impact fees for police protection, fire and rescue and recreation as set forth in Chapter 42, Article II, Divisions 3, 4 and 5 of the City of Winter Garden Code of Ordinance; and

WHEREAS, the City's consultant PRMG recently conducted a municipal services impact fee study and based on their analysis and findings recommended that the police protection, fire and rescue and recreation impact fees should be adjusted as set forth in this Ordinance; and

WHEREAS, the City accepts the findings and recommendations of said municipal services impact fee study and desires to adjust said impact fees accordingly; and

WHEREAS, the impact fees imposed herein are based upon the most recent and localized data available; and

WHEREAS, the original need, intent and purpose for the enactment of the police protection, fire and rescue and recreation impact fees still exists and are in the best interest of the health, safety and welfare of the citizens of the City.

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

Section I. Recitals. The above recitals are true and correct and constitute legislative findings of the City Commission.

Section II. Recreation Impact Fee Amendment. Section 42-100(a) of Chapter 42, Article II, Division 3, of the City of Winter Garden Code of Ordinances is hereby amended change the recreational impact fee schedule as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; sections and provisions not included are not being amended):

(a) The recreation impact fee is hereby charged to each applicant by the city and shall be due and payable at the time of issuance of a building permit for the construction of any structure to be used for a residential use, and shall be determined in accordance with the following schedule:

	Structure	As of 3/1/2015 ~~8/1/2004~~	~~As of 11/1/2004~~
(1)	Single-family, per unit	~~$495.50~~$1,300.00	~~$671.00~~
(2)	Multi-family, per unit	~~441.50~~$1,159.00	~~598.00~~
(3)	Mobile home	~~333.00~~$874.00	~~451.00~~

Section III. Police Impact Fee Amendment. Section 42-145(a) of Chapter 42, Article II, Division 4, of the City of Winter Garden Code of Ordinances is hereby amended change the police impact fee schedule as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; sections and provisions not included are not being amended):

(a) The following police impact fees are hereby charged to each applicant by the city and shall be due and payable at the time of issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use, and shall be determined in accordance with the following schedule:

	Structure	As of 3/1/2015 ~~8/1/2004~~	~~As of 11/1/2004~~
(1)	Residential, per residential dwelling unit	~~$195.00~~ $339.00	~~$260.00~~
(2)	Nonresidential, per square foot	~~0.35~~ $0.65	~~0.50~~

Section IV. Fire Impact Fee Amendment. Section 42-185(a) of Chapter 42, Article II, Division 5, of the City of Winter Garden Code of Ordinances is hereby amended change the fire impact fee schedule as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; sections and provisions not included are not being amended):

(a) The following fire impact fees are hereby charged to the applicant by the city and shall be due and payable at the time of issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use in each district and shall be determined in accordance with the following schedule:

	Structure	As of 3/1/2015 ~~8/1/2004~~	~~As of 11/1/2004~~
(1)	Residential, per residential dwelling unit	~~$252.50~~ $491.00	~~$340.00~~
(2)	Nonresidential, per square foot	~~0.35~~ $0.85	~~0.61~~

Section V. *Severability.* In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls to the extent of the conflict.

Section VI. *Codification.* Sections II, III and IV of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; that the Sections and exhibits of this Ordinance may be renumbered or relettered to accomplish such intention, if adopted; the word "*Ordinance"* may be changed to *"Section", "Article",* or other appropriate word.

Section VII. *Effective Date.* After adoption this Ordinance shall become effective on **March 1, 2015**.

FIRST READING AND PUBLIC HEARING: DECEMBER 11, 2014.

SECOND READING, PUBLIC HEARING AND ADOPTION: JANUARY 8, 2015.

APPROVED: CITY OF WINTER GARDEN

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

CITY OF WINTER GARDEN, FLORIDA

MUNICIPAL IMPACT FEE STUDY

-DRAFT 1-

October 2014

Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

October 24, 2014

PRMG #1075-16

Honorable Mayor and Members of the
City Commission
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Subject: **Municipal Services Impact Fee Study**

Ladies and Gentlemen:

We have completed our study of Municipal Impact Fees for police services, fire and rescue services, and recreation services for the City of Winter Garden (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed impact fees for the municipal services in order to provide funds to meet the City's capital expenditure requirements for such services required to serve new development.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives dealt primarily with fee sufficiency and level. Specifically, the major objectives considered in this study included:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service to new development;

- The Impact Fees should not be used to fund level of service deficiencies related to capital needs of the City, if any; and

- The Impact Fees should be based upon reasonable level of service standards established by the City and are similar to industry standards.

The proposed Municipal Services Impact Fees presented in this report should meet the above goals and objectives as identified by the City. As such, based on information provided by the City and the assumptions and considerations reflected in this report, Public Resources Management Group, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements necessary to provide capacity to serve new development.

K:\1075-16\Reports\Ltr

341 NORTH MAITLAND AVENUE - SUITE 300 - MAITLAND, FL 32751
TELEPHONE: (407) 628-2600 - FAX: (407) 628-2610 - EMAIL: PRMG@PRMGinc.com

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We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

Public Resources Management Group, Inc.

Henry L. Thomas
Vice President

Shawn A. Ocasio
Senior Rate Analyst

HLT/sao

CITY OF WINTER GARDEN, FLORIDA

MUNICIPAL SERVICES IMPACT FEE STUDY

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CITY OF WINTER GARDEN, FLORIDA

MUNICIPAL SERVICES IMPACT FEE STUDY

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CITY OF WINTER GARDEN, FLORIDA

MUNICIPAL SERVICES IMPACT FEE STUDY

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

CITY OF WINTER GARDEN, FLORIDA
MUNICIPAL SERVICES IMPACT FEE REPORT

EXECUTIVE SUMMARY AND RECOMMENDATIONS

EXECUTIVE SUMMARY

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent population growth and associated development requires capital costs to provide municipal services, equity and modern capital funding practices suggest the assignment of such cost to those new residents or commercial development responsible for such costs. The City of Winter Garden (the "City") has recognized this capital funding strategy as being an appropriate method of funding the growth-related capital requirements of the City. The City has, in the past, adopted impact fees for the following municipal services:

- Police Protection Services;
- Fire Rescue Services; and
- Recreation Services.

This report addresses the municipal services associated with police protection, fire protection, and recreational services (collectively, the "Municipal Services Impact Fees"). The current impact fees for police protection, fire protection, and recreation were adopted pursuant to Ordinance No. 04-17 by the City Commission on August 12, 2004. Since the implementation of these fees, several aspects of the City have changed, including changes in capital needs required to maintain such levels of service. As a result of these changes and the fact that the fees have not been evaluated in several years, the City retained Public Resources Management Group, Inc. (PRMG) to review and develop proposed fees, as appropriate.

Based on the subsequent discussions in this section, the following table summarizes the City's existing and proposed impact fees for the single-family residential classification as follows:

Proposed Residential Impact Fees

	Existing	Proposed
Police Protection	$260	$339
Fire and Rescue	340	491
Recreation	671	1,300
Total	$1,271	$2,130

The existing and proposed fees shown above for recreation services are only charged to residential properties, while fees for police and fire rescue services are also charged to non-residential properties. The non-residential fees are based on the estimated level of service requirements for each new property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this study report.

The following is a summary of the findings and conclusions developed during our investigation, analyses, and preparation of the report.

1. The existing Municipal Services Impact Fees were made effective by the City approximately ten years ago. The police and fire fees are currently applied to two distinct customer classes: i) residential; and ii) non-residential (e.g., commercial and industrial). The following is a summary of the currently effective Municipal Services Impact Fees:

Municipal Service Impact Fee	Adopting Ordinance		Residential (per dwelling unit) [*]	Non-Residential (per sq. ft.)
	No.	Adoption Date		
Police Protection	04-17	8/12/04	$260.00	$0.50
Fire Protection/EMS Services	04-17	8/12/04	340.00	0.61
Recreation	04-17	8/12/04	671.00	N/A
Total			$1,271.00	$1.11

[*] Amounts shown reflect single-family residential units only.
N/A – Fees not applicable for this municipal service.

2. The police and fire impact fees are charged to both residential and non-residential properties. The current application methodology applies the fees per dwelling unit for the residential class and per square feet for the non-residential classes (referred to in this report as the Equivalent Impact Fee Units). The recreation impact fee is charged to residential properties only, because the benefit is generally ascribed only to residents. The current application of the recreation impact fee is based on the type of dwelling unit (single family, multi-family or mobile home) and the average number of persons per household for theses housing types. The utilization of these units for the application of police, fire and recreation fees is common and is used to some degree by all local governments surveyed. No changes to this application method are proposed for the police, fire and recreation fees.

3. The permanent residential population of the City is based on estimates developed using Census data and growth estimates provided by City staff and is estimated at 37,172 in 2013 and projected to be approximately 48,000 by 2030 (or "Build-Out"), for an average annual growth rate of 1.52%. The estimated total number of households is expected to increase from 14,635 (based on 2.54 persons per household based on today's population) to 18,898 for a net gain of 4,263 households during the forecast period from 2013 through 2030.

4. Based on discussions with the City it has been estimated that an additional 1,245,332 square feet of non-residential development will be constructed during the forecast period reflected in this study.

5. The level of service standard used for the development of the police services impact fee is the number of full-time officers per 1,000 of population. This standard is commonly used in the establishment of police services impact fees and, for the City, the target level is 2.00 full time officers per 1,000 residents. This standard is generally consistent with the standards referenced in published state and national guidelines (e.g., Florida Department of Law Enforcement), and is comparable to staffing level ratios for other Florida

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communities. The actual level of service being provided today is 2.02 full-time officers per 1,000 population based on current population estimates and police department staffing. Based on the costs attributable to growth as outlined in Section 3, the proposed impact fees for this function are as follows:

	Police Protection Services Impact Fee [*]	
	Residential (unit)	Non-residential (sq. ft.)
Proposed Fee	$339.00	$0.65

[*] Derived from Table 3-6 of report.

6. The level of service standard used for the development of the fire protection services impact fee is the maintenance of first response time of six (6) minutes or less per fire and rescue alarm. The capital costs included in the fee were recognized in order to maintain this response standard and were predicated on discussions with the City and facilities required to maintain this standard. In staffing the required facilities and corresponding equipment the response standard can be calculated recognizing the number of full-time firefighters relative to the service population. Our analysis recognizes a standard of approximately 1.53 full-time firefighters per 1,000 people which is comparable to the service requirements delineated by the National Fire Protection Association. Based on the costs attributable to growth as outlined in Section 4, the proposed impact fees for this function are as follows:

	Fire Rescue Services Impact Fee [*]	
	Residential (unit)	Non-residential (sq. ft.)
Proposed Fee	$491.00	$0.85

[*] Derived from Table 4-6 in this report.

7. Municipalities typically adopt recreation facilities standards for recreation planning purposes as part of the comprehensive planning process. These standards deal with the types of recreation facilities the City provides for its residents. Typically such standards include a factor related to the land area established for parks and recreation. The City's adopted level of service related to land area is currently 5.0 acres per 1,000 population. The recreation services impact fee proposed herein was predicated on the cost of parkland, facilities, and activities (ball fields, basketball courts, picnic facilities, etc.) required to meet the recreational standards as adopted by the City. These standards and their costs are outlined in Section 5 of this report. Based on the expected costs of these facilities and activities, and the population of the City for which they serve, the following summarizes the proposed recreational impact fees for the recognized housing types:

Recreation Services Impact Fee [*]	
Residence Type	Proposed Fee
Single-Family	$1,300.00
Multi-Family	$1,159.00
Mobile Home	$874.00

[*] Derived from Table 5-7 in this report.

8. The change in impact fee levels from the existing rates to the proposed fees for the residential classification is shown below:

Municipal Services Impact Fee	Residential (per dwelling)			
	Existing	Proposed	Difference	Percent Increase
Police Protection	$260.00	$339.00	$79.00	30.38%
Fire Rescue	340.00	491.00	151.00	44.41%
Recreation	671.00	1,300.00	629.00	93.74%
Total	$1,271.00	$2,130.00	$859.00	67.58%

9. The change in impact fee levels from the existing fees to the proposed fees for the non-residential classification is shown below:

	Non-residential (per square foot)			
	Existing	Proposed	Difference	Percent
Police Protection	$0.50	$0.65	$0.15	30.00%
Fire Rescue	0.61	0.85	0.24	39.34%
Recreation	N/A	N/A	N/A	N/A
Total	$1.11	$1.50	$0.39	35.14%

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INTRODUCTION

SECTION 1
INTRODUCTION

1.1 INTRODUCTION

The City of Winter Garden (the "City") is located in the western portion of Orange County (the "County") on the southern shores of Lake Apopka and encompasses approximately 17 square miles. The municipal services addressed in this impact fee study include police protection services and fire rescue services, and parks and recreational services. Based on the published Census in 2010, the City's permanent population was 34,568. Based on historical growth trends and discussions with the City, the current estimated population is 37,172 as of 2013. It is anticipated that the City will have additional growth over the next 15+ years with the City's population reaching 48,000 with approximately 18,898 housing units by 2030 (the "Forecast Period"). In addition to housing, the City anticipates commercial development to continue in order to support the additional residents. In order to meet this anticipated growth and development and to maintain current levels of service, the City will be required to fund capital improvements to serve such development.

1.2 AUTHORIZATION

PRMG was authorized by the City to evaluate and develop police protection services, fire rescue services, and recreational services impact fees pursuant to a letter agreement between the City and PRMG. The scope of work for this project, as defined in the letter agreement, was to:

1. For each service, review and analyze the capital requirements of the City that are needed to meet the level of service standards for the municipal function. This analysis includes a review of: i) the existing and future capital facility and equipment inventory of each specific municipal function; ii) service area population and development demographics and estimated future needs; and iii) the types of services provided by class of customers.

2. Where appropriate, develop a fee to be charged to new development in order to recover the capital costs associated with providing municipal services. This analysis includes the apportionment of costs among customer classifications, and the development of a fee per equivalent billing unit.

3. Develop a comparison of the impact fees and associated billing attributes for similar charges imposed by other neighboring jurisdictions.

4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City Manager and City Council.

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1.3 CRITERIA FOR IMPACT FEES

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to the new development that benefits from the capital facilities and related expenditures. To the extent new population growth and associated development imposes identifiable capital costs related to municipal services, equity and modern capital funding practices suggest the assignment of such costs to those new residents or commercial development responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way."

Within the State of Florida, a recently adopted statute authorizes the use of impact fees. The statute was generally developed based on case law before the Florida courts and broad grants of power including the home rule power of Florida counties and municipalities. Section 163.31801 of the Florida Statutes was created on June 14, 2006, and amended in 2009 and 2011. This section is referred to as the "Florida Impact Fee Act." Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth. Section 163.31801 of the Florida Statutes, as amended, further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on the most recent and localized data;

2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund;

3. Limit administrative charges for the collection of impact fees to actual costs;

4. Require that notice be provided no less than ninety (90) days before the effective date of an ordinance or resolution imposing a new or increased impact fee; and

5. Requires an affidavit addressed to the Auditor General that the utility has complied with this statute.

This section is further reinforced through existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid system impact fees is further granted in the Florida Growth Management Act of 1985[1].

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[1] The Act allows for impact fees under land use regulation by stating:

"This section shall be construed to encourage the use of innovative land development regulations which include provisions such as the transfer of development right, incentive and inclusionary zoning, planned-unit development, impact fees, and performance zoning."—Florida Statutes, Sec. 163.3202(3).

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. An impact fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Alternatively, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility and the capital cost thereof.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between the amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on Section 163.31801 of the Florida Statutes and existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the "dual rational nexus" test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the new development from those proceeds.

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.

3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capacity expansions or other additional capital requirements that are required to serve growth. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.

4. The City should maintain an impact fee resolution that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, impact fees which will be developed in subsequent sections herein: i) will include only the cost of the capital facilities necessary to serve new customer growth;

ii) will not reflect renewal and replacement costs associated with capital assets that serve existing users; and iii) will not include any costs of operation and maintenance of the facilities.

1.4 IMPACT FEE METHODS

There are several different methods for the calculation of an impact fee. The calculation is dependent on the type of fee being calculated (e.g., water, police services, recreational services, transportation, etc.), cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed Municipal Services Impact Fees reflected in this report are predominately based on two separate methods. These two methods are: i) the improvements-driven method; and ii) the standards-driven approach. Both methods have been utilized in the development of impact fees for local governments in Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the local government. The standards-driven method does not utilize the cost of improvements based on specific capital budget needs but rather on the theoretical cost of the improvements to the City's capital facilities for incremental development. For example, the standards-driven method for a transportation impact fee would consider the theoretical cost of a mile of a new road by the trip capacity of a mile of road to establish the cost per trip. The primary difference between the two methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

Both methodologies have their advantages and disadvantages. The advantages associated with the improvements-driven method include the following:

i. Based solely on budgeted capital improvements, thus providing a cost based relationship between the level of fee and need.

ii. The use of fees can be shown to be attributable to growth based on the capital improvement plan utilized in the analysis as opposed to capital deficiencies in the system.

There are several disadvantages associated with the improvements-driven method. Some of the disadvantages include the following:

i. Fee may be based on an intermediate range forecast of capital improvements (e.g., five years) which may not reflect the true level of needs since major capital improvements may be beyond the time frame of the capital forecast.

ii. The fee does not take into account unused capacity at existing facilities which should be allocated to the new users of the facilities.

iii. The forecast of capital improvements required for new development is still an estimate of cost and is subject to revisions and updates.

iv. It may be difficult to apportion the cost of specific improvements among present deficiencies, growth, and excess capacity.

With respect to the standards-driven method of determining impact fees, there also exist certain advantages and disadvantages. The advantages include the following:

i. Fee is based on a defined level of service and type of facility, and it may be easier to determine the standard cost of the capital facilities associated with such level.

ii. Provides governments with more flexibility in the use of the collected fees in that they can identify future capital needs in advance of establishing the specific capital budget.

iii. The development of the fee does not require a detailed projection of future capital improvements and associated costs.

There are also disadvantages associated with the standards-driven method. The disadvantages include:

i. The capital costs for the impact fee are not associated with anticipated or current capital needs as identified by the City's capital budget, thus increasing the potential of not providing a clear relationship between the fee and its use.

ii. The development of the standard cost for capital facilities is based primarily on engineering, planning, and financial judgment, although this may be somewhat mitigated by the level of service standards included in the Comprehensive Planning Process.

The proposed impact fees herein for the municipal services are primarily based on the application of the improvement-driven method based on the capital facilities required to provide services and meet the City's service level standards. A more complete discussion of the methods used for the determination of the impact fees is presented in Sections 3 through 5.

1.5 SUMMARY OF REPORT

In addition to Section 1, this report has been subdivided into four (4) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 - *Existing Impact Fees and Service Area.* This section of the report provides a general discussion of the residential and non-residential land use characteristics. Also presented in this section is the forecast of the residential dwelling units and non-residential development, which is necessary in the design of the impact fees for the municipal services.

Section 3 - *Police Protection Services Impact Fee.* Included in this section is a discussion of the development of the proposed impact fee for police services. Included in this section is a discussion of the capital requirements associated with providing police services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 - *Fire Rescue Services Impact Fee.* This section provides a discussion of the development of the proposed impact fee for fire protection services. Included in this section is a discussion of the capital requirements associated with providing fire protection services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 - *Recreation Impact Fee.* Included in this section is a discussion of the development of the recreation impact fee. It includes a discussion on the capital requirements associated with providing parks and recreation facilities to the City's residents, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

1.6 ACKNOWLEDGMENTS

This report was prepared with the cooperation and assistance of the staff of the City of Winter Garden.

EXISTING IMPACT FEES AND SERVICE AREA

SECTION 2

EXISTING IMPACT FEES AND SERVICE AREA

2.1 GENERAL

This section provides a general discussion on the fees that are currently in effect and on the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units and non-residential development is also contained in this section.

2.2 EXISTING FEES

The City adopted the Municipal Services Impact Fees that are currently in effect by ordinance. Each ordinance provides, among other things, for the intent and purpose of each fee, time of payment and fees to be charged, impact fee reductions for offsetting contributions, and certain other provisions. A brief discussion of the respective ordinances is presented below:

1. Police Protection Service: The City adopted the current police impact fees pursuant to the passage of Ordinance No. 04-17, Division 4, Sec. 42-141, (the "Police Impact Fee Ordinance") on August 12, 2004 which then became effective on November 1, 2004. The current police impact fees have been in effect for almost ten years. The Police Impact Fee Ordinance recognizes two classes of service (development or land use) which includes residential and non-residential. As defined in the Police Impact Fee Ordinance, a residential structure shall mean each single-family dwelling unit and each dwelling unit of a condominium, duplex, triplex, mobile home, modular housing, manufactured home, apartment or multiple dwelling structure designated as a separate housing unit for one or more persons, whether temporarily or permanently utilized or designed or intended to be utilized for human habitation.

   With respect to non-residential structures, this includes any building which fully encloses space for the occupancy by persons or their activities other than residential dwellings including, but not limited to, professional buildings, commercial buildings, industrial buildings, warehouse, public assembly buildings or institutional buildings except for churches, public schools, and governmental buildings.

   The current police impact fees for each class of service are summarized below:

	Police Impact Fee
Residential	$260.00 per residential unit
Non-Residential	$0.50 per square foot

   The fees are uniformly applied to all new development occurring within the City (no separate fees by "service zone"). The fees are due prior to the issuance of a building permit or for the construction of any other structure to be used for a residential or non-residential use.

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2. Fire Protection Service: The City adopted the current fire impact fees pursuant to the passage of Ordinance No. 04-17, Division 5, Sec. 42-181, (the "Fire Impact Fee Ordinance") on August 12, 2004 which then became effective on November 1, 2004. The current fire impact fees have been in effect for almost ten years. The existing Fire Impact Fee Ordinance is consistent with provisions of the Police Ordinance regarding: i) definition and associated classes of services for fee application; ii) rate structure (charge per equivalent unit); and iii) payment of impact fees. The fire impact fees for each class of service are summarized below:

	Fire Impact Fee
Residential	$340.00 per residential dwelling unit
Non-Residential	$0.61 per square foot

3. Recreation: The City adopted the current recreation impact fees pursuant to the passage of Ordinance No. 04-17, Division 3, Sec. 42-96, (the "Recreation Impact Fee Ordinance") on August 12, 2004 which then became effective on November 1, 2004. The recreation impact fees have also been in effect for almost ten years. Except for the applicability of the fee, all provisions regarding the payment of the fees, applicable rate structure, and use of the fees are consistent with the provisions contained in the Police and Fire Ordinances. Since recreational services typically only benefit the residential class, there is no fee charged to non-residential structures or development. Furthermore, this fee is further differentiated by type of residence since it directly relates to serving City residents and different types of dwelling units, on average, have a different number of persons per household (e.g. multi-family and mobile home dwelling units typically have smaller household sizes than single family dwelling units). The current fees for recreation services applied to new development are summarized below:

	Recreation Impact Fee
Single-Family	$671.00 per residential dwelling unit
Multi-Family	$598.00 per residential dwelling unit
Mobile Home	$451.00 per residential dwelling unit

2.3 POPULATION AND DEVELOPMENT FORECAST

To develop the Municipal Services Impact Fees, a forecast of the population of the City was developed in order to: i) have an appropriate planning horizon to ensure that capital improvement needs and costs are apportioned over a suitable growth segment; ii) link level of service requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the level of service standards and current population served.

As shown on the following table, the estimated total population as of 2013 is 37,172. Based on information provided by the City, it is estimated that the total population will exceed 41,000 residents by the year 2020, growing to approximately 48,000 by Build-Out. Thus, the population growth anticipated by the City is expected to be approximately 1.52% on an average annual basis through Build-Out.

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Table 2-1
Population and Residential Dwelling Unit Projections [1]

Year	Total Population	Total Dwelling Units
2000	14,351	5,861
2010	34,568	13,260
2013	37,172	14,635
2015	38,307	15,081
2020	41,298	16,259
Build-Out	48,000	18,898

[1] Amounts based on the Census estimates and discussions with the City.
[2] Dwelling Units based upon an estimate of 2.54 persons per household provided by the City.

Based on the assumption of continued development and discussions with the City the following estimates of anticipated non-residential development were used for the purposes of this report:

Table 2-2
Estimated Commercial Development (sq. ft.) [1]

Estimated Net Change in Building Space (sq. ft.)	
2013 – 2030 (Build-Out)	1,245,332

[1] Estimated of net change in building space based on discussions with the City.

To the extent the projections materially change in the future development of the City or in relation to the type of developments, or if the City is able to receive additional data regarding the non-residential development characteristics within the City, then it would be beneficial for the City to re-evaluate the impact fees developed in this report. This is one reason why it is prudent for the City to review the level of impact fees periodically.

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Section 2
City of Winter Garden
Municipal Impact Fee Study

List of Tables

Table	Description
2-1	Population Detail and Housing Elements

Table 2-1
City of Winter Garden
Municipal Impact Fee Study

Population Detail and Housing Elements [1]

Line No.	Fiscal Year	Annual Average Rate	Total Population	Total Units	Avg. Pop. per Unit
1	2000		14,351	5,861	2.45
2	2010	9.19%	34,568	13,260	2.61
3	2013	2.45%	37,172	14,635	2.54
4	2015	1.52%	38,307	15,081	2.54
5	2020	1.52%	41,298	16,259	2.54
6	Build-Out	1.52%	48,000	18,898	2.54

Footnotes

[1] Based on the 2000 and 2010 U.S. Censuses and estimates for 2013 as obtained from the Bureau of Economic and Business Research.

POLICE PROTECTION SERVICES IMPACT FEE

SECTION 3

POLICE PROTECTION SERVICES IMPACT FEE

3.1 GENERAL

This section provides a discussion of the development and design of the impact fee for police protection services. Included in this section is a discussion of the level of service requirements, capital costs included in the fee determination, and the design of the impact fee for police services to be applied to new development within the City.

3.2 LEVEL OF SERVICE REQUIREMENTS

In the evaluation of the capital facility needs for providing municipal services such as police protection, a level of service (LOS) standard should be developed. Pursuant to Section 163.3164, Florida Statutes, the "level of service" means an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility or service. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to Section 163.3202(2)(g) of the Florida Statutes. As further stated in the Administrative Code, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

In developing the level of service standard for police protection services, the number of police officers and attendant equipment, base facilities and vehicle costs are typically predicated on a population standard. Specifically, the general standard used in the development of the capital costs for police protection services is the number of police officers required to service each population increment of 1,000 people. This standard is commonly used by such entities, as the Federal Bureau of Investigation, Department of Justice, the Florida Department of Law Enforcement and other public agencies in resource planning and development of staffing needs. Based on information provided by the City's Police Department, there currently are 75 full-time sworn officers to serve an estimated 2013 population of 37,172 permanent residents resulting in a current level of service 2.02 full-time sworn officers per 1,000 population served. Based on information provided by the Police Department, the targeted level of service is 2.00 officers per 1,000 population, and this standard is considered a reasonable LOS for police services when compared to similar sized cities in the southern United States. Therefore, based on current staffing levels, there is no deficiency relative to the target LOS. The City’s targeted level of service is comparable with police staffing averages as follows:

- The Federal Bureau of Investigation, U.S. Department of Justice, Uniform Crime Report that indicated an average achieved standard of 2.4 police officers and 1 support personnel per 1,000 inhabitants for population areas in the Southern United States.

- The Florida Department of Law Enforcement recognizes a state average of 2.35 officers and 0.8 support personnel per 1,000 population.

Each full time sworn officer requires a complement of personnel equipment, vehicles and other capital equipment and base facilities, as follows:

Personnel Equipment:

- Each sworn officer must be equipped with uniforms, weapons, and other relevant personal equipment to perform his/her duties. A few of the basic issue items include:

  1. Service weapon;
  2. Ballistic (protective) vest;
  3. Handcuffs and baton;
  4. Taser; and
  5. Portable radio.

Vehicles and Other Equipment:

- The department maintains a fleet of patrol and administrative vehicles to provide police protection services to the City. Generally, each vehicle must be equipped with communications, detection/surveillance, and defense equipment. Other essential equipment includes radar units, crime prevention trailer, generators, and special weapons. The cost of vehicles and equipment needs have been included in the impact fee calculation.

Base Facilities:

- The City's existing police headquarters currently accommodates the City's 75 officers and 17 supporting civilian and administrative staff members. The existing facility will be rehabilitated and upgraded in order to accommodate new patrol officers over the forecast period. These upgrades will allow the expanded facility to be able to further service new future growth.

As discussed above, the City has made existing investments in police protection services, and plans to make future investments that will serve new development. Tables 3-2 and 3-3 at the end of this section provide a listing of the existing and planned equipment, vehicles, and facilities, respectively. Before consideration of grant revenues, the combined capital investment totals approximately $7.9 million as shown in Table 3-5.

3.3 RESOURCE NEEDS ANALYSIS

Currently, the Police Department's level of service standard requires seventy-four (74) full-time patrol officers. Based on the assumed level of service standard (2.0 officers per 1,000 population) and population projections for the City, it is anticipated that the City will need a police force of 96 sworn full-time patrol officers to provide police protection services by 2030. This represents an increase of twenty-two (22) patrol officers over the existing staffing level as shown below:

Personnel Description	Number of Employees	
	Current LOS	Anticipated [*]
Full-Time Patrol Officers	74	96

[*] Derived from Table 3-5. Personnel assumed at a population of 48,000 based on a level of service of 2.0 full-time patrol officers per 1,000 population.

The proposed impact fees are based on the direct capital cost to equip and provide vehicles, headquarters, and other equipment costs for a full-time patrol officer. In the development of the capital cost required to serve new development, cost parameters were recognized as shown in Table 3-5. The parameters include the costs of directly equipping the next increment of police protection services (i.e., a full-time patrol officer). These capital costs would include personnel equipment, vehicles, communication equipment, and other support related equipment and machinery. A final parameter deals with the cost recovery of the headquarters required to house patrol officers and support staff and includes investment in the land, buildings, and furnishings allocable to the police service function.

Tables 3-2 and 3-3 provide a breakdown of the individual cost items. Table 3-4 summarizes the estimated capital costs to equip a full-time patrol officer for the City recognizing the parameters described above. In addition to the $7.9 million in existing and planned equipment, vehicles, and facilities, this study further considered cost free capital, or grants received by the police department in consideration of the net costs allocable to the impact fees. As shown in Table 3-5, the City has received approximately $85,269 in grant revenues for capital (operating grant revenues do not apply in this case) resulting in a lower projected cost per officer. The estimated capital cost including credit for cost free capital of an additional full-time patrol officer is $102,458, including the cost of vehicles, other related equipment, and allocated headquarters costs. The following is a summary of the estimated capital cost required to equip and support a full-time patrol officer:

Summary of Capital Costs [1]

	Average Cost per Officer	Total Projected Cost [2]
Machinery and Equipment	$5,469	$411,555
Major Vehicles	33,997	2,542,902
Other Capital Equipment & Facilities	63,880	4,979,231
Subtotal	$103,346	$7,933,688
Grant Adjustments	($888)	($85,269)
Total Allocated Costs	$102,458	$7,848,419

[1] Derived from Table 3-5.
[2] Total projected costs assuming 74 officers for recoupment of existing assets and 96 officers in total for future assets.

3.4 DESIGN OF POLICE SERVICES IMPACT FEE

The method used to determine the police services impact fee was based upon a four-step process. Tables 3-5 and 3-6 summarize the results of the approach. The following is a brief description of the method used in this study.

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- Development of Total Capital Need - Based on population projections, level of service standards, and the capital costs per police officer. This amount is the total allocated capital cost to serve the projected population growth.

- Allocation of Costs to Customer Class - This step allocates capital costs incurred for equipping new police officers to the residential and non-residential customer classes. The allocation is based on the number of service calls made by the Police Department, a parameter used as the nexus or link between need and cost.

- Development of Equivalent Impact Fee Units - This step estimates the number of equivalent impact fee units that are projected to be added to the City. This is the number of units that the City must provide municipal services. For the residential class, the equivalent unit is a dwelling unit (residence) and for the non-residential class, the equivalent unit is the square footage of the development.

- Calculation of Cost per Equivalent Impact Fee Unit - Once the total capital costs allocated to future deveoplment are estimated, the per customer equivalent impact fee units were determined, and the cost per equivalent unit was calculated.

Police Services Impact Fee Assumptions

The development of the police services impact fees required a number of assumptions. The major assumptions used in the development of the proposed impact fees as shown on Tables 3-2 through 3-6 are as follows:

1. In the development of the capital costs required to equip a full-time police officer, the identifiable capital costs of providing police protection services through the year 2030 were allocated to establish the cost of serving the next incremental full-time police officer. The costs were allocated to the next increment of service (one full-time sworn officer) based on the following allocation parameters:

    a. The direct cost of equipping one full-time patrol officer (e.g., personnel equipment) was allocated based on actual investments made by the City shown in Table 3-2. The new officers are not required to contribute to basic issue equipment, and it is the City's current policy to capitalize those costs greater than $750.

    b. Based on discussions with the City, the current service level of patrol and administrative vehicles to a full-time patrol officer is considered reasonable for the purpose of this study. Additionally, it is assumed that other mission-essential equipment, including radar units, generators, and special weapons, although not easily assignable per patrol officer, would be acquired in relation to the number of new patrol officers. The existing inventory levels for these items per patrol officer are therefore projected to remain constant. As illustrated in Table 3-5, the following represents the estimated costs for existing and future equipment needs as allocated per full-time patrol officer:

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Police Vehicle and Equipment Costs	
Machinery and Equipment per Officer	$5,469
Major Vehicles per Officer	33,997
Grants	(888)
Total	$38,578

c. Based on discussions with City staff, the existing police headquarters facility will be rehabilitated and upgraded to accommodate existing and new patrol officers as shown in Table 3-3. The total existing and future facility costs per new patrol officer are presented in Table 3-5 and are summarized below as follows:

Police Facilities Cost	
Existing Facilities Cost per Patrol Officer	$52,422
Proposed Facilities Cost per Patrol Officer	11,458
Total Facilities Cost per Patrol Officer	$63,880

2. In the development of the capital costs per patrol officer, it was assumed that the targeted level of service will be maintained by the City over the forecast period. This level of service includes only the amount of full-time patrol officers to serve the general population of the City. As previously mentioned, the level of service assumed in this study is 2.0 full-time patrol officers per 1,000 of population.

3. The estimated incremental cost of providing for a full-time police officer was allocated between the residential and non-residential customer classifications based on the number of service calls made by the Police Department during Fiscal Year 2013. The allocation is summarized below:

	Number of Service Calls			
	Total	Residential	Non-Residential	Traffic/Other
Fiscal Year 2013				
Number of Calls	33,233	19,224	10,771	3,238
Percent (%)	100.0%	57.85%	32.41%	9.74%

For the purposes of this study, all traffic and other calls were assigned to the customer classes based on the percent relationship of the specifically identified service calls for such classes.

Based on the average number of service calls for the Fiscal Year 2013 period as shown above, the number of calls allocated to each class of customer was assumed for the forecast period as follows:

Residential	64.09%
Non-Residential	35.91%

4. The residential equivalent impact fee units represent the net change in the number of dwelling units to be constructed in the City during the planning period of this report (i.e., through the year 2030). The increase in total residential dwelling units for the period 2013

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through 2030 was estimated to be 4,263 units. This forecast was based on the City's population projections and the estimated average number of persons per dwelling unit of 2.54 persons per household.

5. The non-residential equivalent impact fee units represent the net change in the square footage of non-residential development assumed to be constructed during the planning period of this study (i.e., through the year 2030). Based on the existing the level of development for the non-residential class relative to the residential development, it was estimated that approximately 1,245,332 square feet additional non-residential development (including public uses) will occur which will be subject to the payment of impact fees.

Impact Fee Calculation

Based on the above-referenced assumptions, the allocated cost of capital facilities, and the population and land use projections of the City, the police services impact fees for the residential and non-residential customer classifications were developed. As shown in Table 3-6 at the end of this section, the cost per equivalent impact fee unit by customer classification was determined as follows:

	Total Department	Residential [1]	Non-Residential [1]
Allocated Costs of Incremental Full-Time Police Officer	$102,458		
Additional Full-Time Police Officers Required through 2030	22		
Incremental Capital Facilities Allocable to Growth through 2030 [2]	$2,254,076	$1,444,637	$809,439
Incremental Equivalent Impact Fee Unit		4,263 dwelling units	1,245,332 sq. ft.
Cost per Equivalent Impact Fee Unit		$338.88	$0.650

[1] Derived from Table 3-3.
[2] Allocation of costs between Residential and Non-Residential based on percentage of calls for service as shown on Table 3-4.

As can be seen above, the police services impact fee per equivalent impact fee unit (by class of customer) was estimated to be as follows:

	Fee per Equivalent Impact Fee Unit
Residential	$339.00 per Dwelling Unit
Non-residential	$0.65 per Square Foot

Taking into account the methodology used for the determination of the fee and the estimates associated with determining the capital requirements, it appears that the proposed impact fee utilizing the City's LOS standard appears reasonable. It should be noted that in the development of the fee per equivalent impact fee unit, no credits associated with developer land dedication or other similar activities have been recognized.

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In the development of the cost per equivalent impact fee unit, it was determined that the rate should continue to be applied on a "per dwelling unit" basis for the residential class and a "per square footage" of development for the non-residential class. These factors are used throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City and the fact the City currently uses these parameters for the application of existing fees, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity. For the residential class, the City directed PRMG to maintain the application of the fees based on the number of dwelling units served, without differentiation as to type of residence (single-family, multi-family, mobile home, etc.). For the non-residential class, it is proposed that the fee would continue to be predicated on the square footage of new commercial construction or development which generally equates to the link between size of facility and police protection services (based on number of employees, traffic, and general services). Many jurisdictions attempt to breakdown the non-residential sector into various categories based on a variety of parameters, including service calls, trip generation statistics that relate to specific land use, and other factors. The City does not maintain sufficient data relative to the types of land uses associated with non-residential development within the City that is required to allocate costs among the various types of development. Additionally, based on discussions with the City, a review of the rate methodology used by other neighboring jurisdictions and to maintain administrative simplicity dealing with the adoption of the new fees, the total non-residential square footage relationship was considered reasonable and appropriate.

3.5 IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions was prepared. Table 3-7 at the end of this section summarizes the impact fees for police protection services charged by other communities with the proposed rates of the City.

Also, as shown in Table 3-7 for other communities, the fees charged to the residential class are applied using a "per dwelling unit" basis, which is consistent with the recommended fee applicability provisions of the City's proposed fees. For the non-residential class and, as previously discussed, the fees are applied on the basis of the amount of square foot of facility development.

Section 3
City of Winter Garden
Police Protection Services Impact Fee Analysis

List of Tables

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3-6	Design of Police Protection Services Impact Fee
3-7	Police Services Impact Fee Comparison

Table 3-1
City of Winter Garden
Police Protection Services Impact Fee Analysis

Summary of Existing Personnel

Line No.	Description	Budgeted Staff [1]	Actual Staff [2]	Difference to Actual	LOS Staff Level [3]
	Personnel				
1	Administrative Officers	12.0	12.0	0.0	12.0
2	Patrol Officers	59.0	63.0	4.0	62.0
3	**Total Sworn Officers**	71.0	75.0	4.0	74.0
4	Civilian and Administrative [3]	23.0	17.0	(6.0)	17.0
5	**Total Personnel**	94.0	92.0	(2.0)	91.0

Footnotes:

[1] Per Police Department organizational chart data as shown in the City in the Fiscal Year 2014 Budget.

[2] Civilian and Administrative Personnel at a full-time equivalency as provided by the City.

[3] Based on Police Department Level of Service of 2.00 officers per thousand of population

Table 3-2
City of Winter Garden
Police Protection Services Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles and Facilities

Line No.	Description	Historical Cost [1]
1	**Machinery and Equipment**	$381,555
2	**Major Vehicles** (83 Vehicles - Includes Laptops in Patrol Cars)	$2,424,456
3	**Other Capital Equipment and Facilities**	
4	Land, Buildings & Furnishing	Historical Cost [1]
5	Land, Building & Engineering	$2,220,831
6	Office Equipment and Furniture	85,033
7	Computer Systems and Software	1,573,367
8	Total Other Police Department Equipment and Facilities	$3,879,231
9	**Total Existing Capital Equipment, Vehicles and Facilities**	$6,685,242

Footnotes:

[1] Amounts reflected as provided by the City as of April 30, 2014.

Table 3-3
City of Winter Garden
Police Protection Services Impact Fee Analysis

Inventory of Proposed Capital Equipment, Vehicles and Facilities

Line No.	Description	Current Cost [1]
1	**Machinery and Equipment -** Laptops (12)	$30,000
2	**Major Vehicles -** Marked Vehicles (6)	$199,860
3	Basis Adjustment for Replacement [2]	(81,413)
4	**Total Major Vehicles Basis Adjustment**	$118,447
5	**Other Capital Equipment and Facilities**	
6	**Land, Buildings & Furnishing**	Current Cost [1]
7	Station Rehabilitation and Upgrade	$1,000,000
8	Building & Engineering - Roof Repair and HVAC	36,836
9	Repair Adjustment [3]	(36,836)
10	Office Equipment and Furniture	0
11	Computer Systems and Software - Dispatch Consoles	100,000
12	**Total Other Police Department Equipment and Facilities**	$1,100,000
13	**Total Proposed Capital Equipment, Vehicles and Facilities**	$1,248,447

Footnotes:

[1] Amounts as provided by City staff.

[2] Amount represents an adjustment to the City's assets that discounts 3 of the new vehicle purchase costs by an estimate of the original vehicle costs thereby reflecting the net adjustment to the total fixed assets.

[3] Amount represents an adjustment to the City's assets that discounts the projected repair costs by an estimate of the original asset costs thereby reflecting the net adjustment to the total fixed assets.

Table 3-4
City of Winter Garden
Police Protection Services Impact Fee Analysis

Allocation of Service Calls Among Customer Classes

Line No.	Description	Number of Calls For Service		
		Total [1]	Residential	Commercial
	Fiscal Year 2013			
1	Number of Calls	29,995	19,224	10,771
2	Percent (%)	100.00%	64.09%	35.91%
3	Allocated Traffic / Other	3,238	2,075	1,163
4	Percent (%)	100.00%	64.09%	35.91%
5	Total Allocated Calls	33,233	21,299	11,934
6	Percent (%)	100.00%	64.09%	35.91%

[1] Amounts based on information provided by the City of Winter Garden Police Department.

Table 3-5
City of Winter Garden
Police Protection Services Impact Fee Analysis

Summary of Capital Costs to Provide Police Protection Services

Line No.	Description	Total Cost [1]	Total Personnel Requirements [2]	Average Cost per Personnel
	Recoupment Costs [3]			
1	Machinery & Equipment	$381,555	74	$5,156
2	Major Vehicles	2,424,456	74	32,763
3	Other Capital Equipment & Facilities	3,879,231	74	52,422
4	Total Recoupment Costs	$6,685,242		$90,341
	Proposed Capital Additions [4]			
5	Machinery & Equipment	$30,000	96	$313
6	Major Vehicles	118,447	96	1,234
7	Other Capital Equipment & Facilities	1,100,000	96	11,458
8	Total Proposed Costs	$1,248,447		$13,005
	Additional Cost or Adjustments [5]			
9	Borrowing Costs	$0	96	$0
10	Less Historical and Proposed Future Capital Grants [6]	(85,269)	96	(888)
11	Total Additional Costs or Adjustments	($85,269)		($888)
12	Total Capital Costs	$7,848,419		$102,458

Footnotes:

[1] Total estimated capital costs in Tables 3-2 and 3-3.

[2] Future needs are calculated as follows:

Projected Population at Buildout	48,000
Target LOS per 1,000 population	2.00
Total Rescue Personnel Required at Buildout (2030)	96
Total Existing Police Personnel (LOS)	74
Total Additional Personnel Required to Serve Growth	22

[3] Amounts derived from Table 3-2.

[4] Amounts derived from Table 3-3.

[5] Amounts reflect credit for historical grant projected grants for equipment needs.

[6] Amounts based on information provided by the City.

Table 3-6
City of Winter Garden
Police Protection Services Impact Fee Analysis

Design of Police Protection Services Impact Fee

Line No.	Description	Total System	Residential	Non-Residential
1	Total Allocated Cost Per Full Time Officer	$102,458		
2	Additional Officers Required to Serve Population Needs through Buildout	22		
3	Total Capital Costs [1]	$2,254,076		
4	Less: Funds From Other Sources	$0		
5	Total Capital Costs Recovered From Impact Fees	$2,254,076		
	Allocation to Customer Classes			
6	Percent of Calls for Service [2]		64.09%	35.91%
7	Allocated Costs		$1,444,637	$809,439
	Total Equivalent Impact Fee Units [3]			
8	Residential Dwelling Units		4,263	
9	Square Feet of Commercial Development			1,245,332
10	Cost per Equivalent Impact Fee Unit		$338.88	$0.650
11	Rounded Fee		$339.00	$0.65

Footnotes:

[1] Derived from Table Table 3-4. Reflects projected LOS requirements for 22 additional police officers at a capital cost of $102,458 per Officer.

[2] Based on information provided by the City's Police Department and shown on Table 3-5.

[3] Amounts shown represent net increase in total residential dwelling units and non-residential construction (square feet) anticipated to be constructed by Buildout consistent with the capital expenditure projections for police protection services.

	Residential	Non-residential [a]
Total Res. Units/Sq. Ft. of Develop - Buildout (2030)	18,898	N/A
Total Res. Units/Sq. Ft. of Develop - FY 2013	14,635	N/A
Difference (Anticipated Growth)	4,263	1,245,332

[a] Amount shown based on an estimate of approximately 300 sq. ft. of commercial development for every 1 unit of residential development.

Table 3-7
City of Winter Garden
Police Protection Services Impact Fee Analysis

Police Services Impact Fee Comparison [1]

Line No.	Description		Residential: Single Family	Residential: Multi-Family	Residential: Mobile Home	Non-Residential ($ per square foot)
	City of Winter Garden					
1	Existing		$260.00	$260.00	$260.00	$0.50 per sq. ft.
2	Proposed		339.00	339.00	339.00 [2]	
	Other Florida Government Agencies:					
3	City of Apopka		N/A	N/A	N/A	N/A
4	City of Clermont		$381.00	$381.00	$381.00 [2]	$0.964 per sq. ft.
5	City of Edgewater		150.66	100.10	82.55	$0.1197 - $0.3354 per sq. ft. [3]
6	City of Eustis		137.98	98.64	90.03	$0.01523 - $1.53667 per sq. ft. [3]
7	City of Kissimmee		N/A	N/A	N/A	N/A
8	City of Lakeland		591.00	445.00	275.00	$0.024 - $0.832 per sq. ft. [3]
9	City of Lake Mary		165.00	N/A	N/A	$0.082 per gross sq. ft.
10	City of Lake Wales		463.00	406.00	N/A	$0.020 - $0.190 per sq. ft. [3]
11	City of Leesburg		186.00	186.00	186.00	$0.155 per sq. ft.
12	City of Minneola		N/A	N/A	N/A	N/A
13	City of Mount Dora		294.13	764.73	N/A	$0.07059 - $1.01769 per sq. ft. [3]
14	City of Ocoee	[4]	501.04	N/A	N/A	$0.33 per sq. ft.
15	City of St. Cloud		715.00	565.00	N/A	$1.384 per sq. ft.
16	City of Tavares	[5]	215.37	163.87	108.86	$0.00819 - $1.02419 per sq. ft. [3]
17	City of Winter Haven		300.97	N/A	N/A	$0.3952 per sq. ft.
18	Other Florida Governmental Agencies' Average		$341.76	$345.59	$187.24	

Footnotes:

[1] Unless otherwise noted, amounts shown reflect impact fees in effect June 2014. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.

[2] Based upon the City's existing ordinance and procedures, one new mobile home is charged as one single family dwelling unit.

[3] Reflects the lowest and highest rate per square feet.

[4] Impact fees temporarily reduced to 50% of the amounts shown from January 3, 2013 until January 1, 2014.

[5] Impact fees were waived until June 30, 2013. Beginning July 1, 2013, they are set to increase in six month increments until July 1, 2014, when the full impact fees will become effective again.

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FIRE RESCUE SERVICES IMPACT FEE

SECTION 4

FIRE RESCUE SERVICES IMPACT FEE

4.1 GENERAL

This section provides a discussion of the development and design of the impact fee for fire rescue services. Included in this section is a discussion of the level of service requirements, capital costs, included as the basis for the determination of the fee, and the design of the fee to be applied to new growth within the City.

4.2 LEVEL OF SERVICE REQUIREMENTS

The City's fire department utilizes guidelines recommended by the National Fire Protection Association (NFPA) and the Insurance Service Organization (ISO) in assessing its level of service needs. It is the department's intent to maintain staffing levels that provide services to all developed areas within the City limits in and be able to respond to service calls for fire protection and Emergency Medical Support (EMS) services within the time specified by the NFPA. The NFPA has developed other guidelines for the evaluation of a Fire Department's response capability, which are summarized as follows:

Evaluation of Response Capability
High Hazard Occupancies (Schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings, and other high-life hazard or large fire potential occupancies) At least 4 pumpers, 2 ladder trucks, 2 chief officers, and other specialized apparatus, as may be needed to cope with the combustible involved; not less than 24 firefighters and 2 chief officers.
Medium Hazard Occupancies (Apartments, offices, mercantile and industrial occupancies not normally requiring extensive rescue or firefighting forces) At least 3 pumpers, 1 ladder truck, 1 chief officer, and other specialized apparatus, as may be needed or available; not less than 16 firefighters and 1 chief officer.
Low Hazard Occupancies (One, two, or three family dwellings and scattered small businesses and industrial occupancies. At least 2 pumpers, 1 ladder truck, 1 chief officer, and other specialized apparatus, as may be needed or available; not less than 12 firefighters and 1 chief officer.

Continued on following page.

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Evaluation of Response Capability (cont'd.)

Rural Operations (Scattered dwellings, small businesses, and farm buildings)

At least 1 pumper with a large water tank (500 or more gallons), one mobile water supply apparatus (1,000 gallons or larger) and such other specialized apparatus, as may be necessary to perform effective, initial firefighting operations; at least 6 firefighters and 1 chief officer.

Additional Alarms

At least the equivalent of that required for Rural Operations for second alarms; equipment, as may be needed according to the type of emergency and capabilities of the Fire Department. This may involve the immediate use of mutual aid companies until local forces can be supplemented with additional off-duty personnel.

Based on the occupancies described above, recognizing that the City has no significant number of multi-story buildings (e.g., condominiums) hospitals, or large fire potential occupancies located within the City, it appears that the City should plan its firefighting capabilities towards a medium hazard occupancy level. In order to meet the service standards required of the community for responding to fire and rescue alarms, the City and Orange County (through the Orange County Fire Rescue Services Division) entered into an Interlocal Agreement for Fire Rescue and Communication Services in 1994 (the "Interlocal Agreement"). The purpose of the Interlocal Agreement was to initiate action leading to a regional first response program for fire and rescue services in West Orange County. The City also maintains an automatic joint response services agreement with the City of Ocoee Fire Department in order to achieve acceptable response time standards. Based upon recent fire call data for Fiscal Years 2012 and 2013, the City's Fire Department been able to maintain a five-minute response time standard within its jurisdiction.

In determining the needed facilities and equipment to provide adequate fire protection and emergency medical services for the City's future population, PRMG conducted a general review of the City's fire protection/emergency medical service capital needs in order to identify existing and future needs. The City presently operates three fire service stations that are located strategically within the corporate limits of the City's service area. In addition, there are two other emergency management service stations located near and in close proximity to the City which are owned by Orange County, and provide assistance to Winter Garden. For the purposes of this report, it is anticipated that the contractual emergency response management program will be maintained by the City with Orange County in order to reduce overall costs to the City while still meeting required LOS response times.

Generally, the level of service standard for fire protection services and emergency medical services is based on response times in a first alarm situation. The City of Winter Garden is committed to maintaining standards in compliance with NFPA 1710 which requires a First-unit maximum response time of four minutes ninety percent of the time and a maximum Initial Full Assignment response time of eight minutes ninety percent of the time. Another method commonly used in the determination of needs deals with the number of firefighters per 1,000

population. Existing Fire Department resources are currently not considered adequate by the Fire Department to provide the LOS under current development conditions. The existing number of personnel and projected staffing needs are currently under evaluation. Currently, the City's fire department budget includes the following personnel:

	Currently Budgeted Firefighter Personnel
Fire Chief	1
Deputy Fire Chief	1
Fire Inspector	1
Administrative Support	1
Battalion Chief	3
Fire Lieutenant	9
Firefighter/EMT's	30
Subtotal	46
Est. Share of Dispatchers	3
Total Personnel	49

Based on discussion with staff, the staffing needs of future fire stations, intended to meet the fire protection needs of the City through build-out, will require an increase in the total number of firefighter/EMS personnel to seventy three full-time personnel.

For the purposes of the development of impact fees for fire protection service, the projected staffing levels required through build-out, which are consistent with planned capital facilities (e.g. fire stations) were recognized as the target level of service for fire protection services and the basis of fee calculation in this report. Essentially, the level of service that would result from these staffing levels was recognized in estimating the total costs applicable to growth. As previously discussed, the Fire Department has identified a need for additional facilities and firefighter/EMS personnel to stay in compliance with NFPA 1710 standards given the projected rate of growth of the City through build-out. Assuming the addition of sixteen firefighters to meet this concern, the LOS based on the projected build-out population of 48,000 residents is 1.53 firefighters per 1,000 population. Based on discussions with staff, this LOS is more appropriate than the existing LOS for the existing population, currently at 1.24 firefighters per 1,000 population.

4.3 RESOURCE NEEDS ANALYSIS

The proposed impact fees are based on the costs associated with major capital facilities that service the City's first alarm service area. The capital cost parameters include allocations for personnel equipment, vehicles, other direct firefighting and emergency medical equipment, and fire station and headquarter facilities. Personnel protection equipment such as helmets and bunker coats and trousers are mission-essential, and these costs are included in fee determination since the City capitalizes equipment charges greater than $750.

Table 4-2 reflects the existing facilities and equipment required to maintain the City's level of service and Table 4-3 provides the proposed facilities and equipment to maintain such standards through 2030. As shown on Table 4-5, this study recognizes $12.2 million in existing and

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planned equipment, vehicles, and facilities. This table goes on to summarize the net costs on a per rescue personnel basis. As can be seen below, approximately $12,242,546 in total capital investments will have been made in order to provide fire services within the City's emergency management response area through 2030:

	Estimated Capital Costs Amount [*]
Capital Recoupment Costs – Existing Facilities	$7,540,718
Capital Costs – Proposed Facilities	4,701,828
Total Capital Costs Recognized	$12,242,546

[*] Derived from Table 4-5.

4.4 DESIGN OF FIRE RESCUE SERVICES IMPACT FEE

The method used to determine the fire protection services impact fee was based upon the same four step process as was described for the determination of the police impact fee. Tables 4-5 and 4-6 at the end of this section summarize the results of the approach. The following is a brief description of the method used in this study.

- Development of Total Capital Need - Based on population projections, level of service standards, and allocated capital costs per firefighter. This amount is the capital cost to serve the projected population growth.

- Allocation of Costs to Customer Class - This step allocates the identifiable capital costs incurred to maintain the recommended LOS requirements to the customer classes. The allocation was based on the number of service calls made by the Fire Department, which is the parameter used as the link between benefit and cost.

- Development of Equivalent Impact Fee Units - This step develops the estimated number of equivalent impact fee units, which are anticipated to be added to the City, and for which the City must provide additional municipal services. For the residential class, the equivalent unit is a dwelling unit (residence) and for the non-residential class, the equivalent unit is the square footage of the development.

- Calculation of Cost per Equivalent Impact Fee Unit - Once the total capital costs allocable to the future growth of the City and the per customer equivalent impact fee units were determined, the cost per equivalent unit was calculated.

Fire Protection Services Impact Fee Assumptions

The development of the fire protection services impact fees required several assumptions. The major assumptions used in the development of the proposed impact fees as shown on Tables 4-2 through 4-6 are as follows:

1. In the development of the capital costs required to equip a full-time firefighter, the identifiable capital costs of providing fire rescue services through the year 2030 were allocated to establish the average cost of serving each full-time firefighter. The costs were

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allocated to the increment of service (one full-time firefighter) based on the following allocation parameters:

a. The direct cost of equipping one full-time firefighter (e.g., personnel equipment) was allocated based on actual investments made by the City shown in Table 4-2. The new firefighters are not required to contribute to basic issue equipment, and it is the City's current policy to capitalize those costs greater than $750.

b. Based on discussions with the City, the service level of fire rescue vehicles allocated to the number of full-time firefighters is considered reasonable for the purpose of this study. Additionally, it is assumed that other mission-essential equipment, not easily assignable per firefighter, would be acquired in relation to the number of new firefighters. The existing inventory levels for these items per patrol officer are therefore projected to remain constant. As illustrated in Table 4-5, the following represents the estimated costs for equipment needs as allocated per full-time firefighter:

Fire Vehicle and Equipment Costs	
Machinery and Equipment per Officer	$10,795
Major Vehicles per Officer	58,497
Total	$69,292

c. Based on discussions with City staff, certain existing facilities will be expanded and other additional facilities will be constructed for new firefighters as shown in Table 4-3. The total existing and future facility costs per new firefighter are presented in Table 4-5 and are summarized below as follows:

Fire Facilities Cost	
Existing Facilities Cost per Firefighter	$76,724
Proposed Facilities Cost per Firefighter	50,685
Total Facilities Cost per Patrol Officer	$127,409

2. In the development of the capital costs per firefighter, it was assumed that the targeted level of service will be maintained by the City over the forecast period. This level of service includes the amount of full-time patrol officers to serve the general population of the City. As previously mentioned, the level of service estimated in this study is 1.53 full-time firefighters per 1,000 of population.

3. The estimated incremental cost of providing for a full-time firefighter was allocated between the residential and non-residential customer classifications based on the number of service calls made by the Fire Department during Fiscal Years 2012 and 2013. The allocation is summarized below:

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	Number of Calls for Service		
	Total	Residential	Non-Residential
Fiscal Year 2012-2013			
Number of Calls	8,386	5,578	2,808
Percent (%)	100.0%	66.52%	33.48%

4. The residential equivalent impact fee units represent the net change in the number of dwelling units to be constructed in the City during the planning period of this report (i.e., through the year 2030). The increase in total residential dwelling units for the period 2013 through 2030 was estimated to be 4,263 units. This forecast was based on the City's population projections and the estimated average number of persons per dwelling unit of 2.54 persons per household.

5. The non-residential equivalent impact fee units represent the net change in the square footage of non-residential development assumed to be constructed during the planning period of this study (i.e., through the year 2030). Based on the existing the level of development for the non-residential class relative to the residential class, it was estimated that approximately 1,245,332 square feet additional non-residential development (including public uses) will occur which will be subject to the payment of impact fees.

Impact Fee Calculation

Based on the above-referenced assumptions, the cost capital facilities considered necessary to maintain the level of service requirements, and the population and land use projections of the City, the fire rescue services impact fees for the residential and non-residential customer classifications were determined. As shown in Table 4-6 at the end of this section, the cost per equivalent impact fee unit by customer classification was determined as follows:

	Residential [*]	Non-Residential [*]
Total Allocated Capital Costs	$2,093,390	$1,053,826
Total Equivalent Impact Fee Units	4,263 dwelling units	1,245,332 sq. ft.
Cost per Equivalent Impact Fee Unit	$491.06	$.846

[*] Derived from Table 4-6.

As can be seen above, the fire rescue services impact fee unit (by class of customer) was estimated to be as follows:

	Fee (Rounded) per Equivalent Impact Fee Unit
Residential	$491.00 per Dwelling Unit
Non-Residential	$0.85 per Square Foot

Taking into account the methodology used for the determination of the fee and the estimates associated with determining the capital requirements, the proposed impact fees utilizing the City's LOS standard are reasonable. It should be noted that in the development of the fee per

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equivalent impact fee unit, no credits associated with developer land dedication or other similar activities have been recognized.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should continue to be applied on a "per dwelling unit" basis for the residential class and a "per square footage" of development for the non-residential class. These factors are used throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City and the fact the City currently uses these parameters for the application of existing fees, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity. For the residential class, the City directed PRMG to maintain the application of the fees based on the number of dwelling units served, without differentiation as to type of residence (single-family, multi-family, mobile home, etc.). For the non-residential class, it is proposed that the fee would continue to be predicated on the square footage of new commercial construction or development which generally equates to the link between size of facility and police protection services (based on number of employees, traffic, and general services). Many jurisdictions attempt to breakdown the non-residential sector into various categories based on a variety of parameters, including service calls, trip generation statistics that relate to specific land use, and other factors. The City does not maintain sufficient data relative to the types of land uses associated with non-residential development within the City that is required to allocate costs among the various types of development. Additionally, based on discussions with the City, a review of the rate methodology used by other neighboring jurisdictions and to maintain administrative simplicity dealing with the adoption of the new fees, the total non-residential square footage relationship was considered reasonable and appropriate.

4.5 IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions was prepared. Table 4-7 at the end of this section summarizes the impact fees for fire rescue services charged by other communities with the proposed rates of the City. As can be seen in the comparison, the proposed fees of the City are generally higher on average when compared with similar fees charged by other communities. Reasons for this difference may be due to: i) the general characteristics of the City relative to residential and commercial development; ii) density of the area; and iii) the need of the City to construct new future facilities to meet growth where other cities may be recovery embedded (historical) costs of such facilities. iv) policy decisions to fund less than the fully allocated cost of serving new growth. No analysis of the derivation of the fees charged by the other communities was performed in this study due to the limitation of the study's scope.

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Also, as shown in Table 4-7 for other communities, the fees charged to the residential class are applied using a "per dwelling unit" basis, which is consistent with the recommended fee applicability provisions of the City's proposed fees. For the non-residential class and, as previously discussed, the fees are applied on the basis of the amount of square foot of facility development.

Section 4
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

List of Tables

Table	Description
4-1	Summary of Existing Personnel
4-2	Inventory of Existing Capital Equipment, Vehicles & Facilities
4-3	Inventory of Proposed Capital Equipment, Vehicles & Facilities
4-4	Allocation of Service Calls Among Customer Classes
4-5	Summary of Capital Costs to Provide Fire Rescue Services
4-6	Design of Fire Rescue Services Impact Fee
4-7	Fire Rescue Services Impact Fee Comparison

Table 4-1
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Summary of Existing Personnel

Line No.	Description	Current Staff [1]	Total Staff Planned [2]	Allocation to Future Officers: Allocation Basis	Allocation to Future Officers: Achieved LOS [3]
	Personnel				
1	Fire Chief	1.00	1.00		
2	Deputy Fire Chief	0.00	1.00		
3	Fire Inspector	1.00	1.00		
4	Administrative Assistant & Staff Assistant	1.00	1.00		
5	Battalion Chief	3.00	3.00		
6	Fire Lieutenant	9.00	9.00		
7	Firefighter / Paramedic or EMT	29.00	30.00		
8	**Total Personnel**	44.00	46.00	Per 1,000 Population	1.24
	Support				
9	Estimated Share of Orange County Dispatchers [4]	3.00	3.00		
10	Volunteers	0.00	0.00		
11	**Total Support**	3.00	3.00		
	Total				
12	Firefighter/Rescue Division	47.00	49.00		

Footnotes:

[1] Per personnel listing as obtained from City Staff.

[2] As obtained from the City's preliminary FY 2014 Budget.

[3] Target Level of Service of 1.53 Officers per 1,000 people per the NFPA Fire Survey as of 2012 for a Southern City with a population between 25,000 and 49,999.

[4] As dispatching services are provided under contract by Orange County (O.C.) to various municipalities, the City's share of dispatcher costs are a function of the proportion of calls that relate to Winter Garden. An estimate of such allocation is provided below:

Description	Amount
Total Orange County Dispatchers	8
Annual Dispatcher Salary and Benefit Costs	$53,475
Total Annual Orange County Dispatcher Costs	$427,802
Winter Garden Share of Annual Dispatcher Costs	$156,464
Total Annual Orange County Dispatcher Costs	$427,802
Winter Garden % of Total Orange County Dispatcher Costs	36.57%
Estimated Allocation of Orange County Dispatchers (Rounded)	3.00

Table 4-2
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Inventory of Existing Capital Equipment, Vehicles & Facilities

Line No.	Description	Historical Cost [1]
1	**Machinery and Equipment**	$596,329
2	**Major Vehicles and Firefighting Equipment**	
3	98 Fire Truck Pumper Body	$199,987
4	99 Chassis New Fire Truck	29,470
5	99 F550 Rescue Vehicle	58,986
6	Ford Explorer 2000	21,492
7	Ford '02 F550 Brush Truck	59,000
8	2002 Crown Vic [Red]	21,163
9	Pumper Fire Truck	251,900
10	2001 Ford Expedition-Cmnd	23,043
11	2006 Ford Expedition-Chf	27,950
12	2006 Ford Expedition-Bc	31,743
13	Alumacraft Boat & Trailer	5,000
14	2006 Ferrara Fire Engine	304,789
15	1999 Freightliner Ambulance	20,000
16	Inferno Ladder Truck 07 V68	868,258
17	2008 GMC Ambulance	199,959
18	Ember Fire Engine FY14	448,355
19	Total Vehicles and Firefighting Equipment	$2,571,096
20	**Other Capital Equipment and Required Facilities**	
21	Land, Buildings & Furnishing	Historical Cost [1]
22	Land	$154,597
23	Buildings	3,936,165
24	Office Equipment and Furniture	28,686
25	Computer Systems and Software	253,845
26	Total Other Fire Department Equipment and Required Facilities	$4,373,293
27	**Total Existing Capital Equipment, Vehicles & Facilities**	$7,540,718

Footnotes:
[1] Amounts reflected as provided by the City as of April 30, 2014.

Table 4-3
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Inventory of Proposed Capital Equipment, Vehicles & Facilities

Line No.	Description	Current Cost [1]
	Machinery and Equipment	
1	SCBA 45 min.	$950
2	RIT Cylinder	1,050
3	Ventilation Saw	1,200
4	Light Conversion Brush Truck	1,300
5	Roll Rack Hose Cart	1,800
6	Hose Tester	2,100
7	RIT Pak II	3,100
8	Hose Storage Racks (2)	4,828
9	Extractor / Washer	8,000
10	Total Machinery and Equipment	$24,328
11	**Major Vehicles and Firefighting Equipment**	
12	Fire Engine - Station #24 (Palmetto)	$517,500
13	Fire Engine - Southwest Station	460,000
14	Total Major Vehicles and Firefighting Equipment	$977,500
15	**Other Capital Equipment and Required Facilities**	
16	Land, Buildings & Furnishing	
17	Fire Station - #23 Hennis Road	$1,200,000
18	Fire Station - Southwest Station	2,500,000
19	Bay Lighting Upgrade	4,500
20	Concrete Apron Repair - Stations 22 & 23	17,643
21	Repair Adjustment [2]	(22,143)
22	Total Other Fire Department Equipment and Required Facilities	$3,700,000
23	**Total Proposed Capital Equipment, Vehicles & Facilities**	$4,701,828

Footnotes:

[1] Amounts reflected as provided by the City.

[2] Amount represents an adjustment to the City's assets that discounts the projected repair costs by an estimate of the original station costs thereby reflecting the net adjustment to the total fixed assets.

Table 4-4
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Allocation of Service Calls Among Customer Classes

Line No.	Description	Number of Calls For Service		
		Total	Residential	Commercial
	Fiscal Years 2012 & 2013			
1	Number of Calls [1]	8,386	5,578	2,808
2	Percent (%)	100.00%	66.52%	33.48%

Footnotes:

[1] Amounts based on information provided by the City of Winter Garden Fire Department.

Table 4-5
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Summary of Capital Costs to Provide Fire Rescue Services

Line No.	Description	Total Cost [1]	Total Personnel Requirements [2]	Average Cost per Personnel
	Recoupment Costs [3]			
1	Machinery & Equipment	$596,329	57	$10,462
2	Major Vehicles & Fire Fighting Equipment	2,571,096	57	45,107
3	Other Capital Equipment & Facilities	4,373,293	57	76,724
4	Total Recoupment Costs	$7,540,718		$132,293
	Proposed Capital Additions [4]			
5	Machinery & Equipment	$24,328	73	$333
6	Major Vehicles & Fire Fighting Equipment	977,500	73	13,390
7	Other Capital Equipment & Facilities	3,700,000	73	50,685
8	Total Proposed Costs	$4,701,828		$64,408
	Additional Cost or Adjustments			
9	Miscellaneous Adjustments	$0	73	$0
10	Total Additional Costs or Adjustments	$0		$0
11	Total Capital Costs	$12,242,546		$196,701

Footnotes:

[1] Total estimated capital costs in Tables 4-2 and 4-3.

[2] Future needs are calculated as follows:

Projected Population at Buildout	48,000
Target LOS per 1,000 population	1.53
Total Rescue Personnel Required in Buildout	73
Total Existing Rescue Personnel (LOS)	57
Total Additional Personnel Required to Serve Growth	16

[3] Amounts derived from Table 4-2.

[4] Amounts derived from Table 4-3.

Table 4-6
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Design of Fire Protection Services Impact Fee

Line No.	Description	Total System	Residential	Non-Residential
1	Total Allocated Cost Per Full Time Firefighter [1]	$196,701		
2	Additional Firefighters Required to Serve Population Needs through Buildout	16		
3	Total Capital Costs	$3,147,216		
4	Less: Funds From Other Sources	$0		
5	Total Capital Costs Recovered From Impact Fees	$3,147,216		
	Allocation to Customer Classes			
6	Percent of Calls for Service [2]		66.52%	33.48%
7	Allocated Costs		$2,093,390	$1,053,826
	Total Equivalent Impact Fee Units [3]			
8	Residential Dwelling Units		4,263	
9	Square Feet of Commercial Development			1,245,332
10	Cost per Equivalent Impact Fee Unit		$491.06	$0.846
11	Rounded Fee		$491.00	$0.85

Footnotes:

[1] Derived from Table 4-5. Reflects projected LOS requirements for 16 additional Firefighters/EMS personnel at a capital cost of $196,701 per Firefighter.

[2] Based on information provided by the City's Fire Department.

[3] Amounts shown represent net increase in total residential dwelling units and non-residential construction (square feet) anticipated to be constructed by buildout consistent with the capital expenditure projections for fire protection services.

	Residential	Non-residential [a]
Total Res. Units/Sq. Ft. of Develop - Buildout	18,898	N/A
Total Res. Units/Sq. Ft. of Develop - FY 2013	14,635	N/A
Difference (Anticipated Growth)	4,263	1,245,332

[a] Amount shown based on an estimate of approximately 300 sq. ft. of commercial development for every 1 unit of residential development.

Table 4-7
City of Winter Garden
Fire Rescue Services Impact Fee Analysis

Fire Rescue Services Impact Fee Comparison [1]

Line No.	Description		Residential: Single Family	Residential: Multi-Family	Residential: Mobile Home	Non-Residential ($ per square foot)	
	City of Winter Garden						
1	Existing		$340.00	$340.00	$340.00	$0.61 per sq. ft.	
2	Proposed		491.00	491.00	491.00 [2]		
	Other Florida Government Agencies:						
	City of Apopka		N/A	N/A	N/A	N/A	
3	City of Clermont		$462.00	$462.00	$462.00 [2]	$0.781 per sq. ft.	
4	City of Edgewater		330.51	143.77	330.51	$0.0116 - $0.241 per sq. ft.	[3]
5	City of Eustis		146.72	104.88	95.73	$0.01619 - $1.634 per sq. ft.	[3]
6	City of Kissimmee		N/A	N/A	N/A	N/A	
7	City of Lakeland		349.00	263.00	163.00	$0.014 - $0.491 per sq. ft.	[3]
8	City of Lake Mary		175.00	N/A	N/A	$0.129 per gross sq. ft.	
9	City of Lake Wales		593.00	520.00	N/A	$0.010 - 1.01 per sq. ft.	[3]
10	City of Leesburg		207.00	207.00	207.00	$0.1174 per sq. ft.	
11	City of Minneola		390.00	244.00	152.00	$0.023 - $0.025 per sq. ft.	[3]
12	City of Mount Dora		437.29	225.27	N/A	$0.0265 - $2.23943 per sq. ft.	[3]
13	City of Ocoee	[4]	636.00	N/A	N/A	$0.47 per sq. ft.	
14	City of St. Cloud		549.00	359.00	N/A	$0.719 per sq. ft.	
15	City of Tavares	[5]	402.78	306.46	203.58	$0.01532 - $1.91538 per sq. ft.	[3]
16	City of Winter Haven		483.90	N/A	N/A	$0.1614 per sq.ft.	
17	Other Florida Governmental Agencies' Average		$397.09	$283.54	$230.55		

Footnotes:

[1] Unless otherwise noted, amounts shown reflect impact fees in effect June 2014. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.

[2] Based upon the City's existing ordinance and procedures, one new mobile home is charged as one single family dwelling unit.

[3] Reflects the lowest and highest rate per square feet.

[4] Impact fees temporarily reduced to 50% of the amounts shown from January 3, 2013 until January 1, 2014.

[5] Impact fees were waived until June 30, 2013. Beginning July 1, 2013, they are set to increase in six month increments until July 1, 2014, when the full impact fees will become effective again.

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RECREATION IMPACT FEE

SECTION 5
RECREATION IMPACT FEE

5.1 GENERAL

This section provides a discussion of the development and design of the impact fee for recreation services. Included in this section is a discussion of adopted level of service (LOS) standards, facility requirements and related capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

5.2 DEFINITION OF RECREATIONAL FACILITIES

The Department of Natural Resources ("DNR") has identified seven classifications or categories of parks. The seven classifications are: i) Equipped Play Area and Tot Lot; ii) Neighborhood Park; iii) Community Park; iv) Urban Open Space; v) Urban-District Park; vi) Regional Park; and vii) Beach Access Site. Based on the summary of existing City owned and operated parks, as shown on Table 5-1, Urban-District parks, Regional Parks, and Beach Access Sites are not applicable to the City. There are specific site guidelines for the recreational classifications which are basically directed towards size, accessibility, and population requirements. The following is a discussion of the site guidelines, as identified by the DNR:

- Equipped Play Area and Tot Lot - These recreational areas generally consist of open areas with play apparatus for school age or pre-school children. Usually, these areas range in size from 1/4 to one acre and serve neighborhoods of between 500 and 2,500 people. Recommended facilities include playground equipment, benches and picnic tables, landscaping and open space.

- Neighborhood Park - These recreational areas generally consist of a variety of facilities designed for the specific needs of the neighborhood. This park is usually considered as a "walk-to" park, where access is directed towards the local residents of the neighborhood. The park is usually designed to serve a radius of up to 1/2 mile and has a size ranging from five to ten acres (i.e., approximately two acres per 1,000 people). Recommended facilities include playground equipment, recreational buildings, multi-purpose courts, sports fields, picnic areas, and open space.

- Community Park - These recreational areas are considered "ride-to" parks and are located on major collector or arterial streets. This type of park is designed to serve the needs of four to six neighborhoods or, generally, a radius of up to three miles. It is recommended that this type of park be a minimum of twenty acres based on a standard of two acres per 1,000 population. Just as the Neighborhood Park is designed to serve the needs of the neighborhood, a Community Park is designed to meet the needs of the surrounding community. Recommended facilities may include swimming pools, ball fields, tennis courts, playground equipment, multi-purpose courts, recreational buildings, sports fields, and other associated equipment. Also, the park should include allowances for open space,

adequate parking, and landscaping. The facilities included in the Neighborhood Park may also be included in a Community Park.

- Urban Open Space - These areas are landscaped or natural open areas usually located within built-up areas and may serve a variety of population sizes based on the size of the open space. The principal function of these areas is to provide a buffer to congested environments. Facilities for this type of park may include benches, commemorative structures, trails, and paths.

The foregoing recreational facilities may also be classified into two categories: resource-based and activity-based. Resource-based sites and facilities are defined as those centered around particular natural resources. These sites provide opportunities for activities such as picnics, hiking, water sports, fishing or just exploring nature. Activity-based recreational sites and facilities are defined as those developed for the enjoyment of particular commercial or non-commercial activities. These sites include facilities for basketball, baseball, football, soccer, golf, tennis, amusement parks, arcades, water parks, and community or senior citizen centers.

As can be seen above, the two types of recreational areas that best meet the needs of the City are the Neighborhood Park and Community Park. Due to the size of the City of Winter Garden, these recreational areas appear to adequately meet the recreational requirements of the population. Additionally, these parks are designed for user groups of all ages and not just a specific age group.

5.3 LEVEL OF SERVICE STANDARDS

Since the adoption of the Comprehensive Plan in 1991, and as further evidenced by the 2010 re-adoption and amendment, the City has had an adopted specific level of service standard for recreational facilities. The standard only addresses the open space or park land component of providing recreational service. As referenced in the in the City's Comprehensive Plan, the City has adopted a level of service standard for recreational space of five (5) acres per 1,000 residents. The City currently owns and maintains an extensive inventory of parks. Additionally, the residents of the City have access to a number of recreational facilities and open-space acres that are not entirely owned by the City but are being considered in determining the current LOS for recreation. A summary of the City owned and operated parks is shown on Table 5-1 at the end of this section. Based on the City's population estimate for 2013 and the recreational open space LOS, the City has a current surplus in the amount of open space of approximately 142 acres, as shown below:

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Description	Amounts
2013 Population	37,172
Open Space LOS	5 acres per 1,000 population
Required Acres	185.86 acres
Current Open Space [*]	327.96 acres
Current Surplus	142.10 acres

[*] Provided by the City and shown on Table 5-1.

Based on the type of parks located within the City, the majority of the recreational open space of the City's parks are considered community parks. As shown below, this classification accounts for approximately 91% of the total City owned acreage that is dedicated to parks within the City:

Classification [*]	Acres	Percent
Community	298.50	91.0%
Neighborhood	20.36	6.2%
Other Open Space	9.10	2.8%
Total	327.96	100.0%

[*] Provided by the City and shown on Table 5-1.

The higher percentage for the Community Park classification is reasonable, since these parks are usually larger in order to provide complete recreational facilities to all age groups of the City and include such facilities as baseball, soccer, basketball, tennis, and football facilities, which require a large land area. Also, these parks usually have on-site parking, which further contributes to the required land area for a Community Park.

With respect to the recreational facilities, the City has not adopted LOS standards for specific parks and recreational facility improvements. However, based on discussions with the City, the City has acknowledged the general facilities standards for user oriented outdoor recreational facilities that are linked to population consistent with the City's LOS standard for recreational open space. These standards are based on guidelines for resource based outdoor recreation as developed by the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks, as published in Outdoors Recreation in Florida – 2000. This document was formally adopted by the FDEP on February 5, 2002 as the official outdoor recreation plan for the state of Florida (the "FDEP Plan"). These standards appear to be primarily applicable to the community park classification. A summary of the general standards identified in the FDEP Plan, which is typically relied upon in the City's planning efforts for providing recreational services, and the current surpluses or deficiencies in such facilities is summarized on Table 5-4 at the end of this section. As shown on Table 5-4, the standard for the various recreational facilities varies a great deal depending on the type of facility, the cost of the facility, and the availability for use by the City's residents (e.g., a pool can accommodate a greater number of residents than a tennis court at any particular time). As can be seen on Table 5-2 and based on the inventory of facilities compiled by the City, generally the City has in place sufficient recreational facilities to meet the existing population needs (there is no significant deficiency or

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surplus in facilities with the exception of tennis and volleyball courts where moderate deficiencies exist). It appears, based on the comparison of the required facilities using the general level of service standards identified in the FDEP Plan that the City has adequately met the recreational needs for the existing population of the City, and that it relies on the FDEP Plan for general recreational facility planning. As such, the use of the existing facilities, which essentially match the population needs, (per the various LOS standards) will serve as a good proxy for the identification of the cost to service the future residents of the City.

5.4 DESIGN OF RECREATION IMPACT FEE

The method used to determine the impact fee is based on the capital cost of recreation services. This method which was used to determine the recreational facilities component of the recreation impact fee was based upon an allocation process to assign costs between existing and future residents. Table 5-6 at the end of this section summarizes the results of the approach. The following is a brief description of the method used in this study:

- Development of Total Capital Need – Based on the City's estimated capital costs of developing existing and future park facilities, population projections, and recommended LOS requirements, the total estimated cost to serve existing residents is developed which needs to be recovered from future growth (a "Buy-in Approach").

- Development of Equivalent Impact Fee Units – This step develops the estimated number of equivalent impact fee units, to calculate a rate per equivalent unit. This municipal service is applicable only to the residential class and the equivalent unit is considered to be one (1) resident (per resident application).

- Calculation of Cost per Development – Once the total capital costs allocable to each future resident are determined, the cost per development unit was calculated, or the impact fee unit per dwelling (residence).

Recreation Impact Fee Assumptions

In the development of the recreation impact fees, several assumptions were required. The major assumptions used in the development of the impact fees are as follows:

1. The development of the cost for the recreation facilities impact fees was based on the City's current inventory of parks and recreational activities, the current service standards for recreational facilities and activities, and the City's estimated capital costs to develop future facilities and activities.

2. As indicated in Table 5-6, the City has identified existing needs totaling $19,024,622 which includes a credit for grants and other sources of cost free capital which reduced the burden by $2,261,167. The total needs were primarily based primarily on actual investments made by the City, which should be recouped from future residential growth.

Impact Fee Calculation

Based on the above-referenced assumptions, the recreation impact fee was determined as follows:

Net Investment – Open Space [1]	$3,229,639
Existing Open Space	327.96
Existing Cost Per Acre	$9,848
Open Space Requirement for Existing Residents (Acres)	185.86
Total Capital Cost to Provide Open Spaces	$1,830,349
Total Capital to Provide Recreation Facilities [2]	11,460,412
Total Capital Costs to Provide Recreation Activities and Equipment	5,733,861
Total Capital Costs Allocable to Exiting Residents	$19,024,622
Total Cost Allocated to Fee	$19,024,622
Existing Housing Units	14,635
Proposed Rate per Housing Unit	$1,300.00

[1] Amount was reduced by approximately $1.0 million in grant revenues for land.
[2] Amount was reduced by approximately $1.2 million in grant revenues for facilities.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should be applied on a "per dwelling unit" basis for the residential class. This factor is used throughout the state as the equivalent impact fee unit for fee determination, as shown in Table 5-6. The use of these equivalency factors was based on discussions with the City and the fact the City currently uses these application parameters for the existing fees, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity. For the residential class, it is proposed that the rates continue to be based on the number of dwelling units served, recognizing differences as to type of residence (single-family, multi-family, mobile home, etc.) and the average persons per household for these types of dwelling units in the City. Pursuant to the Recreation Impact Fee Ordinance, the City has quantified differences in household occupancy characteristics. It is recommended that the current application of the City's existing recreational fees, which differentiate by the type of dwelling unit, be continued. Based on the existing per dwelling unit demographics, as reflected in the Recreation Impact Fee Ordinance, the proposed fees would be as follows:

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	Estimated Household Size	Impact Fee
Net Average Impact Fee		$1,300.00
Net Average Impact Fee		$1,300.00
Average Persons Per Household		2.54
Rate Per Person		511.81
Rates Per Dwelling Unit (rounded)		
Single-Family	2.54 [*]	$1,300.00
Multi-Family	2.26 [*]	$1,159.00
Mobile Home	1.71 [*]	$874.00

[*] Based on relationships contained in the Recreation Impact Fee Ordinance.

Based on the estimated occupancy relationships per dwelling unit as shown above, the recommended fees would be as follows:

Residence Type	Fee Amounts
Single-Family	$1,300.00
Multi-Family	$1,159.00
Mobile Home	$874.00

5.5 IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions was prepared. Table 5-8 at the end of this section summarizes the impact fees for recreational services charged by other communities with the proposed rates of the City. As can be seen in the comparison, the proposed fees of the City are somewhat higher than the average of those charged by other communities.

Also, as shown in Table 5-8 for other communities, the fees charged to the residential class are applied using a "per dwelling unit" basis, which is consistent with the recommended fee applicability provisions of the City's proposed fees. Additionally, many cities have adjusted the fees for the residential class to recognize differences in the number of persons per household, which would be consistent with the LOS standards for recreational services (i.e., facilities per 1,000 population).

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Section 5
City of Winter Garden
Parks and Recreation Impact Fee Analysis

List of Tables

Table	Description
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5-3	Existing Open-Space Needs
5-4	Existing Activity Facility Needs
5-5	Summary of Capital Projects to Improve & Expand Recreation Services
5-6	Design of Recreation Impact Fee
5-7	Impact Fee Allocation
5-8	Parks and Recreation Impact Fee Comparison

Table 5-1
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Inventory of City Parks and Recreational Facilities [1]

Line No.	Facility Classification	Acres	Facilities
1	**Community Parks:**	**298.50**	
2	Downtown Pavilion and Interactive Fountain	1.94	Picnic Pavilions Swimming Pool / Fountain Restrooms
3	Newton Park	8.52	General Play Ground Picnic Pavilions Swimming Pool Restrooms
4	Braddock Park	22.00	General Play Ground Baseball / Softball Field Soccer Field Concession Stand Restrooms
5	Little League Complex and Walker Football Field	14.98	Baseball / Softball Field Football Field Concession Stand Restrooms
6	Veteran Park (City and Radio Portion)	26.03	General Play Ground Tennis Courts Basketball Courts Picnic Pavilions Baseball / Softball Field Soccer Field Volleyball Courts Restrooms
7	Chapin Station and Neighborhood Park	8.08	Tennis Courts Basketball Courts Picnic Pavilions
8	Tucker Ranch Park	208.60	General Play Ground Baseball / Softball Field Restrooms
9	Jessie Brock Community Center Park	8.35	Community Center Exercise Trail Restrooms
10	**Neighborhood Parks:**	**20.36**	
11	Bradford Park	11.97	Picnic Pavilions Restrooms
12	Maple St. Park	1.59	General Play Ground Picnic Pavilions Racquetball Wall Soccer Field

Table 5-1
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Inventory of City Parks and Recreational Facilities [1]

Line No.	Facility Classification	Acres	Facilities
			Skate Ramp Restrooms
13	Zanders Park & Bouler Pool	1.30	General Play Ground Basketball Courts Picnic Pavilions Swimming Pool Restrooms
14	Warrior Park	5.19	Open Space
15	Main St. Triangle	0.31	Open Space Benches
16	**Open Space:**	**9.10**	
17	Lulu Creek Trail	6.61	Open Space / Trails
18	West Orange Trail (Plant St. Segment)	2.49	Open Space / Trails
	Summary of Acreage		
19	Community Parks	298.50	
20	Neighborhood Parks	20.36	
21	Open Space	9.10	
22	**Total Acres Owned by City**	**327.96**	

Footnotes
[1] Inventory as provided by the City.

Table 5-2
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts: Land	Building	Activity	Equipment	Excluded	Total
	Fixed Assets								
	Land								
1	Garden AV Pool	$125,000	Land	$125,000	$0	$0	$0	$0	$125,000
2	City Dock	7,000	Land	7,000	0	0	0	0	7,000
3	Klondike-B-Ball CT-P	12,626	Land	12,626	0	0	0	0	12,626
4	W O Jaycees Park-Playground	23,270	Land	23,270	0	0	0	0	23,270
5	Little League Field & Building	76,577	Land	76,577	0	0	0	0	76,577
6	Land	149,690	Land	149,690	0	0	0	0	149,690
7	Survey	500	Land	500	0	0	0	0	500
8	Appraisal	1,250	Land	1,250	0	0	0	0	1,250
9	Land	140,205	Land	140,205	0	0	0	0	140,205
10	Right Of Way (W. Orange)	212,464	Land	212,464	0	0	0	0	212,464
11	Singh Property - 2/3	194,070	Land	194,070	0	0	0	0	194,070
12	907 Klondike	462	Land	462	0	0	0	0	462
13	208 Center Street	6,534	Land	6,534	0	0	0	0	6,534
14	637 Vineland /Senior Center	152,755	Land	152,755	0	0	0	0	152,755
15	Warrior Park [Ocoee]	535,113	Land	535,113	0	0	0	0	535,113
16	Dillard Elem School-Purch	512,315	Land	512,315	0	0	0	0	512,315
17	Warrior Park @ Windermere Rd	438	Land	438	0	0	0	0	438
18	Tucker Ranch Property	2,117,744	Land	2,117,744	0	0	0	0	2,117,744
19	**Land Total**	**$4,268,012**		**$4,268,012**	**$0**	**$0**	**$0**	**$0**	**$4,268,012**
	Buildings								
20	Little League Field/Walke	$10,000	Building	$0	$10,000	$0	$0	$0	$10,000
21	Old Fire Station	47,286	Building	0	47,286	0	0	0	47,286
22	Playground, Tennis & Handball	3,000	Activity	0	0	3,000	0	0	3,000
23	Pool	5,400	Activity	0	0	5,400	0	0	5,400
24	Walker Field	16,285	Activity	0	0	16,285	0	0	16,285
25	Garden Ave/ Pool	82,652	Activity	0	0	82,652	0	0	82,652
26	Boat Ramp / Restrooms	16,557	Building	0	16,557	0	0	0	16,557
27	Pool Restoration/Klondike	10,634	Building	0	10,634	0	0	0	10,634
28	Pool Restoration	6,000	Building	0	6,000	0	0	0	6,000
29	Pool Restoration/Klondike	2,542	Building	0	2,542	0	0	0	2,542
30	Pool Restoration	10,894	Building	0	10,894	0	0	0	10,894
31	B-Ball Court/Klondike	25,829	Activity	0	0	25,829	0	0	25,829
32	Fence	960	Building	0	960	0	0	0	960
33	Softball Field	22,023	Activity	0	0	22,023	0	0	22,023
34	Varsity Court Softball Fi	39,730	Activity	0	0	39,730	0	0	39,730
35	Christmas Decorations	7,369	Building	0	7,369	0	0	0	7,369
36	Office Building	62,987	Building	0	62,987	0	0	0	62,987
37	Storage Shed	6,663	Building	0	6,663	0	0	0	6,663
38	2 Elevated Aluminum Bleacher	8,300	Building	0	8,300	0	0	0	8,300
39	4 Dugout Roofs	1,200	Building	0	1,200	0	0	0	1,200
40	Batting Cages	1,200	Building	0	1,200	0	0	0	1,200
41	Dugouts	1,200	Activity	0	0	1,200	0	0	1,200
42	Boat Dock Design	2,110	Building	0	2,110	0	0	0	2,110
43	2 Aluminum Bleachers	1,853	Building	0	1,853	0	0	0	1,853
44	2 Shelters - Shuffleboard	3,050	Activity	0	0	3,050	0	0	3,050
45	Boat Dock & Ramp	32,921	Building	0	32,921	0	0	0	32,921
46	Fence-Football Field	4,600	Building	0	4,600	0	0	0	4,600
47	Park Ave Landscape	62,153	Building	0	62,153	0	0	0	62,153
48	Recreation Equip./Klondike	15,077	Activity	0	0	15,077	0	0	15,077
49	Planning/Design/Bradford	5,598	Building	0	5,598	0	0	0	5,598
50	Klondike Pool Project	10,000	Activity	0	0	10,000	0	0	10,000
51	Chain-link Fence Replacement	2,546	Building	0	2,546	0	0	0	2,546
52	Fence & Gate/Klondike	2,200	Building	0	2,200	0	0	0	2,200
53	Life Guard Stand/Klondike	506	Building	0	506	0	0	0	506
54	Basketball/Maple Street	1,860	Activity	0	0	1,860	0	0	1,860
55	Boat Dock & Ramp Complete	11,125	Building	0	11,125	0	0	0	11,125
56	4 Dugout Roofs	2,280	Building	0	2,280	0	0	0	2,280
57	Poles & Lights - Pop Warn	27,618	Building	0	27,618	0	0	0	27,618
58	Field - Walker	66,598	Activity	0	0	66,598	0	0	66,598
59	Planning & Paving/Bradford	60,347	Building	0	60,347	0	0	0	60,347
60	Fence/Bradford Park	1,900	Building	0	1,900	0	0	0	1,900
61	Fence/Walker	1,350	Building	0	1,350	0	0	0	1,350
62	Storage Building/Walker	771	Building	0	771	0	0	0	771
63	Improvements-Bradford Par	59,346	Building	0	59,346	0	0	0	59,346
64	Building Transferred From	6,355	Building	0	6,355	0	0	0	6,355
65	Fencing	2,190	Building	0	2,190	0	0	0	2,190
66	Concession Stand	32,840	Building	0	32,840	0	0	0	32,840
67	Resurface 4 Tennis Courts	3,985	Building	0	3,985	0	0	0	3,985
68	Concrete Slab/Bradford Pa	2,295	Building	0	2,295	0	0	0	2,295
69	Pavilion	1,378	Building	0	1,378	0	0	0	1,378
70	Resurface Shuffleboard Ct	2,425	Building	0	2,425	0	0	0	2,425
71	Crushed Shell Walkway	891	Building	0	891	0	0	0	891
72	Picnic Tables/Benches	3,910	Building	0	3,910	0	0	0	3,910
73	Cypress Mulch	1,300	Building	0	1,300	0	0	0	1,300

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Table 5-2
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts: Land	Building	Activity	Equipment	Excluded	Total
74	Recreation Office Suprise	24,570	Building	0	24,570	0	0	0	24,570
75	5 Lights Tennis/Basketball	3,050	Activity	0	0	3,050	0	0	3,050
76	Klondike Lights	614	Building	0	614	0	0	0	614
77	Title Search/Pier	770	Building	0	770	0	0	0	770
78	Mulch	2,218	Building	0	2,218	0	0	0	2,218
79	Exterior Wood & Interior	17,747	Building	0	17,747	0	0	0	17,747
80	Reroof Maint Bldg./Baseball	2,455	Building	0	2,455	0	0	0	2,455
81	Resurface Basketball Ct	3,077	Building	0	3,077	0	0	0	3,077
82	Bathroom Stalls & Urinals	4,049	Building	0	4,049	0	0	0	4,049
83	Electrical/Klondike	1,489	Building	0	1,489	0	0	0	1,489
84	Farnsworth Pool Deck	1,810	Building	0	1,810	0	0	0	1,810
85	Resurface Pool/Klondike	19,240	Building	0	19,240	0	0	0	19,240
86	Grant-Pier	64,251	Building	0	64,251	0	0	0	64,251
87	Light Practice Area	5,792	Activity	0	0	5,792	0	0	5,792
88	Landscape Walker Complex	16,018	Building	0	16,018	0	0	0	16,018
89	Klondike Pool Roof	1,024	Building	0	1,024	0	0	0	1,024
90	Pool Restoration	43,881	Building	0	43,881	0	0	0	43,881
91	Hobo Room Roof	6,964	Building	0	6,964	0	0	0	6,964
92	Sidewalk	132,413	Building	0	132,413	0	0	0	132,413
93	12 X 12 Shelter W Crown P	4,680	Building	0	4,680	0	0	0	4,680
94	12 X 12 Shelter W Crown P	4,680	Building	0	4,680	0	0	0	4,680
95	24 X 44 Shelter W Crown P	4,680	Building	0	4,680	0	0	0	4,680
96	Shuffleboard Lights	2,482	Building	0	2,482	0	0	0	2,482
97	Renovations/Klondike	132,501	Building	0	132,501	0	0	0	132,501
98	Tennis Court/Wcrown Pt	30,741	Activity	0	0	30,741	0	0	30,741
99	Large Pavilion - Jj Tayl	2,700	Building	0	2,700	0	0	0	2,700
100	Small Pavilion	750	Building	0	750	0	0	0	750
101	Bridges/W. Crown Pt	8,695	Building	0	8,695	0	0	0	8,695
102	Basketball Court/W Crown	13,141	Activity	0	0	13,141	0	0	13,141
103	Restroom Renovations	22,455	Building	0	22,455	0	0	0	22,455
104	Grading/W Crown Pt	2,320	Building	0	2,320	0	0	0	2,320
105	Solar Lights/W Crown Pt	4,876	Building	0	4,876	0	0	0	4,876
106	Sidewalk & Curb	13,716	Building	0	13,716	0	0	0	13,716
107	12 X 12 Shelter	3,257	Building	0	3,257	0	0	0	3,257
108	12 X 12 Shelter	3,257	Building	0	3,257	0	0	0	3,257
109	12 X 12 Shelter	3,257	Building	0	3,257	0	0	0	3,257
110	12 X 12 Shelter	3,257	Building	0	3,257	0	0	0	3,257
111	12 X 12 Shelter Veterans	3,253	Building	0	3,253	0	0	0	3,253
112	12 X 12 Shelter Veterans	3,253	Building	0	3,253	0	0	0	3,253
113	12 X 12 Shelter Veterans	3,253	Building	0	3,253	0	0	0	3,253
114	24 X 44 Shelter Newton Pa	13,177	Building	0	13,177	0	0	0	13,177
115	24 X 44 Shelter Veterans	13,000	Building	0	13,000	0	0	0	13,000
116	Concession Stand	5,000	Building	0	5,000	0	0	0	5,000
117	Fence	694	Building	0	694	0	0	0	694
118	Gazebo	18,300	Building	0	18,300	0	0	0	18,300
119	Irrigation System	9,805	Building	0	9,805	0	0	0	9,805
120	Pool Pump	11,305	Building	0	11,305	0	0	0	11,305
121	Lighting + Mulch	867	Building	0	867	0	0	0	867
122	Sidewalk	16,420	Building	0	16,420	0	0	0	16,420
123	Basketball Ct Lighting	3,820	Building	0	3,820	0	0	0	3,820
124	Little League Fence	1,063	Building	0	1,063	0	0	0	1,063
125	Sidewalk Newton Park	8,234	Building	0	8,234	0	0	0	8,234
126	Irrigation System	1,225	Building	0	1,225	0	0	0	1,225
127	Electrical Work	5,241	Building	0	5,241	0	0	0	5,241
128	Parking Lot Veterans	20,084	Building	0	20,084	0	0	0	20,084
129	Boat Landing	19,890	Building	0	19,890	0	0	0	19,890
130	Shuffleboard Courts	19,373	Activity	0	0	19,373	0	0	19,373
131	Senior League Irrigation	5,800	Building	0	5,800	0	0	0	5,800
132	Nets And Fences	10,366	Building	0	10,366	0	0	0	10,366
133	Newton Park Boat Basin Re	80,595	Building	0	80,595	0	0	0	80,595
134	Jaycee Park Playground	5,523	Building	0	5,523	0	0	0	5,523
135	Fountain - Maple St. Park	1,992	Building	0	1,992	0	0	0	1,992
136	Fountain - Veterans Park	1,992	Building	0	1,992	0	0	0	1,992
137	Fountain - Zanders Park	1,992	Building	0	1,992	0	0	0	1,992
138	Shed-Aluminum, 8X10	1,280	Building	0	1,280	0	0	0	1,280
139	Practice Field Lights	6,353	Building	0	6,353	0	0	0	6,353
140	Newton Park Drainage	11,493	Building	0	11,493	0	0	0	11,493
141	Park Lighting	5,990	Building	0	5,990	0	0	0	5,990
142	Drinking Fountains	4,686	Building	0	4,686	0	0	0	4,686
143	Ada Improvements	2,831	Building	0	2,831	0	0	0	2,831
144	Public Works Entrance	30,588	Building	0	30,588	0	0	0	30,588
145	Chain-link Fence-Klondike	1,380	Building	0	1,380	0	0	0	1,380
146	Chain-link Fence-Veteran's	3,876	Building	0	3,876	0	0	0	3,876
147	Resurface Tennis/Bball Ct	33,286	Building	0	33,286	0	0	0	33,286
148	Park Restroom Partitions	5,101	Building	0	5,101	0	0	0	5,101
149	Slide - Insurance Pmt	(1,796)	Building	0	(1,796)	0	0	0	(1,796)
150	Fence - Maple Skate Park	3,830	Building	0	3,830	0	0	0	3,830
151	Resurface Tennis/Bball Ct	8,204	Building	0	8,204	0	0	0	8,204
152	Paint Restrooms-Parks	1,285	Building	0	1,285	0	0	0	1,285
153	Downtown Hardscape	4,800	Building	0	4,800	0	0	0	4,800

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Table 5-2
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts: Land	Building	Activity	Equipment	Excluded	Total
154	Senior Field Lights	97,663	Building	0	97,663	0	0	0	97,663
155	Softball Field Fence	12,225	Building	0	12,225	0	0	0	12,225
156	Veterans Park Tennis Crts	20,715	Building	0	20,715	0	0	0	20,715
157	Maple Street Park Restroom	43,541	Building	0	43,541	0	0	0	43,541
158	Park Material Storage Bin	11,000	Building	0	11,000	0	0	0	11,000
159	Klondike Park Restrooms	330	Building	0	330	0	0	0	330
160	Parks Equipment Complex	118,113	Building	0	118,113	0	0	0	118,113
161	Parks Office Roof Repair	13,070	Building	0	13,070	0	0	0	13,070
162	Downtown Hardscape	6,056	Building	0	6,056	0	0	0	6,056
163	Bouler Pool Improvements	236,589	Building	0	236,589	0	0	0	236,589
164	Shuffleboard Court Roof	4,058	Building	0	4,058	0	0	0	4,058
165	Air Conditioner Unit	3,200	Building	0	3,200	0	0	0	3,200
166	637 Vineland /Senior Ctr	34,592	Building	0	34,592	0	0	0	34,592
167	Warrior Park @ Windermere Rd	24,631	Building	0	24,631	0	0	0	24,631
168	Maple St Park Fence	21,785	Building	0	21,785	0	0	0	21,785
169	Walker Field Restrooms	139,765	Building	0	139,765	0	0	0	139,765
170	Farnsworth Pool Refinish	113,595	Building	0	113,595	0	0	0	113,595
171	Athletic Field Windscreen	1,866	Building	0	1,866	0	0	0	1,866
172	Klondike St/Zanders Park	567,404	Building	0	567,404	0	0	0	567,404
173	Gates-Outgoing Card Read	235	Building	0	235	0	0	0	235
174	Braddock Park Ss @ Cem	3,492,590	Building	0	3,492,590	0	0	0	3,492,590
175	Jessie Brock Cmmty Ctr	2,516,354	Building	0	2,516,354	0	0	0	2,516,354
176	Braddock Park Underdrains	34,690	Building	0	34,690	0	0	0	34,690
177	Gdn Theater 160 W Plant	1,452,791	Building	0	1,452,791	0	0	0	1,452,791
178	Farmers' Mkt Park/Fountn	2,015,419	Building	0	2,015,419	0	0	0	2,015,419
179	Lulu Creek Trail	357,172	Activity	0	0	357,172	0	0	357,172
180	Softball Nets-Braddock	8,972	Building	0	8,972	0	0	0	8,972
181	Scorekp Shelter-Braddock	10,900	Building	0	10,900	0	0	0	10,900
182	Lighting-J Brock Com Ctr	48,744	Building	0	48,744	0	0	0	48,744
183	Splash Pad Shade Cover	30,558	Building	0	30,558	0	0	0	30,558
184	Tucker Ranch House Rehab	34,906	Building	0	34,906	0	0	0	34,906
185	Zanders Park Fence	2,180	Building	0	2,180	0	0	0	2,180
186	Goal Net	2,485	Building	0	2,485	0	0	0	2,485
187	Chapin Station Park	6,490	Building	0	6,490	0	0	0	6,490
188	Athletic Ct Resurface	23,245	Building	0	23,245	0	0	0	23,245
189	Park Signage	20,850	Building	0	20,850	0	0	0	20,850
190	Farnsworth Pool Shade	14,935	Building	0	14,935	0	0	0	14,935
191	Concrete Pole 70Ft	17,795	Building	0	17,795	0	0	0	17,795
192	**Building Total**	**$13,405,174**		**$0**	**$12,683,202**	**$721,972**	**$0**	**$0**	**$13,405,174**
	Machinery and Equipment								
193	11 Picnic Tables W/6 Bench	$3,552	Activity	$0	$0	$3,552	$0	$0	$3,552
194	1000 Watt Sportslighter	3,748	Equipment	0	0	0	3,748	0	3,748
195	Wee Dump Trailer 1632	2,175	Equipment	0	0	0	2,175	0	2,175
196	4 X 2 Gator	4,255	Equipment	0	0	0	4,255	0	4,255
197	Bleachers	1,666	Activity	0	0	1,666	0	0	1,666
198	Gooseneck Basketball Pole	762	Activity	0	0	762	0	0	762
199	Kubota Front Mower	11,435	Equipment	0	0	0	11,435	0	11,435
200	Sign	1,961	Equipment	0	0	0	1,961	0	1,961
201	Swing Set	900	Activity	0	0	900	0	0	900
202	Bleachers	3,254	Activity	0	0	3,254	0	0	3,254
203	Burglary Protection Safe	0	Equipment	0	0	0	0	0	0
204	Imfkid Builder	4,248	Activity	0	0	4,248	0	0	4,248
205	Imfbehive Climber	1,339	Activity	0	0	1,339	0	0	1,339
206	Imf Kid Builder	16,939	Activity	0	0	16,939	0	0	16,939
207	1996 Chevy 3500 Quad	22,176	Equipment	0	0	0	22,176	0	22,176
208	Bleachers	4,616	Activity	0	0	4,616	0	0	4,616
209	Post/Hanger 1 Trash Can	960	Equipment	0	0	0	960	0	960
210	Signs/Sport Complex	944	Activity	0	0	944	0	0	944
211	97 Fleetside Chevy 1500Pu	15,925	Equipment	0	0	0	15,925	0	15,925
212	Golf Cart(Gator 4X2)	5,473	Equipment	0	0	0	5,473	0	5,473
213	All Star Bleacher	1,505	Activity	0	0	1,505	0	0	1,505
214	1998 Chevy Truck #81	0	Equipment	0	0	0	0	0	0
215	Bleachers	4,000	Activity	0	0	4,000	0	0	4,000
216	Play Ground	31,959	Activity	0	0	31,959	0	0	31,959
217	Gator 4X2	4,449	Equipment	0	0	0	4,449	0	4,449
218	Generator	993	Equipment	0	0	0	993	0	993
219	Chevy Silverado 00 V202	16,338	Equipment	0	0	0	16,338	0	16,338
220	Chevy Silverado 2000 #98	0	Equipment	0	0	0	0	0	0
221	Veteran's Park Sign	2,600	Equipment	0	0	0	2,600	0	2,600
222	Chevy Silverado 2000	16,254	Equipment	0	0	0	16,254	0	16,254
223	Jaycee Park Playground	47,294	Activity	0	0	47,294	0	0	47,294
224	Water Trailer	2,169	Equipment	0	0	0	2,169	0	2,169
225	Gator Util Vehicle	4,463	Equipment	0	0	0	4,463	0	4,463
226	2002 Dodge Ram P/U	20,450	Equipment	0	0	0	20,450	0	20,450
227	Flag Pole-Satin Finish	1,038	Equipment	0	0	0	1,038	0	1,038
228	Tractor - John Deere 4600	17,477	Equipment	0	0	0	17,477	0	17,477
229	Loader Attachment	2,899	Equipment	0	0	0	2,899	0	2,899

Table 5-2
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts: Land	Building	Activity	Equipment	Excluded	Total
230	Mower Attachment	2,930	Equipment	0	0	0	2,930	0	2,930
231	Tiller Attachment	2,426	Equipment	0	0	0	2,426	0	2,426
232	93 Club Car Carryall	3,250	Equipment	0	0	0	3,250	0	3,250
233	Chevrolet Truck	16,666	Equipment	0	0	0	16,666	0	16,666
234	Kubota 21 Hp Mower	9,000	Equipment	0	0	0	9,000	0	9,000
235	Utility Lift Vehicle	18,591	Equipment	0	0	0	18,591	0	18,591
236	2004 Chevy Silverado 4Wd	15,320	Equipment	0	0	0	15,320	0	15,320
237	Skateboard Ramps	7,000	Activity	0	0	7,000	0	0	7,000
238	2005 Chevy Passenger Van	22,755	Equipment	0	0	0	22,755	0	22,755
239	Toro Workman 2100	7,259	Equipment	0	0	0	7,259	0	7,259
240	Toro Rahn Groomer For Wor	2,403	Equipment	0	0	0	2,403	0	2,403
241	Skateboard Ramps	8,602	Activity	0	0	8,602	0	0	8,602
242	2005 Ford Taurus	12,802	Equipment	0	0	0	12,802	0	12,802
243	Lifeguard Chair 1	917	Activity	0	0	917	0	0	917
244	Lifeguard Chair 2	917	Activity	0	0	917	0	0	917
245	Lifeguard Chair 3	917	Activity	0	0	917	0	0	917
246	Lifeguard Chair 4	925	Activity	0	0	925	0	0	925
247	Portable Stage	73,318	Activity	0	0	73,318	0	0	73,318
248	Lifeguard Chair 5	1,664	Activity	0	0	1,664	0	0	1,664
249	Lifeguard Chair 6	1,664	Activity	0	0	1,664	0	0	1,664
250	2006 Chevy Express Van	25,151	Equipment	0	0	0	25,151	0	25,151
251	2006 Chevy Van	18,404	Equipment	0	0	0	18,404	0	18,404
252	Shuffleboard Courts	22,699	Activity	0	0	22,699	0	0	22,699
253	Lifeguard Chair - Tall	1,610	Activity	0	0	1,610	0	0	1,610
254	Bleacher-Tipn Roll 1 Of 3	1,429	Activity	0	0	1,429	0	0	1,429
255	Bleacher-Tipn Roll 2 Of 3	1,429	Activity	0	0	1,429	0	0	1,429
256	Bleacher-Tipn Roll 3 Of 3	1,429	Activity	0	0	1,429	0	0	1,429
257	Lightning Protect System	25,744	Equipment	0	0	0	25,744	0	25,744
258	Environmental Sign	2,835	Equipment	0	0	0	2,835	0	2,835
259	Slide - Spiral Dark Blue	1,686	Activity	0	0	1,686	0	0	1,686
260	4Hp Sprayer - 50 Gallon	2,171	Equipment	0	0	0	2,171	0	2,171
261	Aerator	4,837	Equipment	0	0	0	4,837	0	4,837
262	Groundmstr Mower W/Shade	23,909	Equipment	0	0	0	23,909	0	23,909
263	Rahn Groomer (Workman)	1,750	Equipment	0	0	0	1,750	0	1,750
264	Workman Util Vehicle	9,192	Equipment	0	0	0	9,192	0	9,192
265	Vm Ware	6,472	Equipment	0	0	0	6,472	0	6,472
266	Hp Proliant Dl380	10,535	Equipment	0	0	0	10,535	0	10,535
267	Windows Ent Srvr Trueup	2,129	Equipment	0	0	0	2,129	0	2,129
268	Triple Crown Trailer-16'	1,682	Equipment	0	0	0	1,682	0	1,682
269	Honda Push Vacuum	879	Equipment	0	0	0	879	0	879
270	Spray Unit-50 Gallon	2,800	Equipment	0	0	0	2,800	0	2,800
271	Desk L Mahogany R Rtn	2,427	Equipment	0	0	0	2,427	0	2,427
272	J Deere Tractor W/ Loader	21,880	Equipment	0	0	0	21,880	0	21,880
273	Aerator 686 [Red]	6,720	Equipment	0	0	0	6,720	0	6,720
274	Ice Machine	1,370	Equipment	0	0	0	1,370	0	1,370
275	Mondovap 2400 Steamer	3,227	Equipment	0	0	0	3,227	0	3,227
276	Edge-R Rite Ii	1,482	Equipment	0	0	0	1,482	0	1,482
277	Bench-6' Cast/Steel	1,029	Activity	0	0	1,029	0	0	1,029
278	Bench-6' Cast/Steel	1,029	Activity	0	0	1,029	0	0	1,029
279	Baseball Foul Pole	1,165	Activity	0	0	1,165	0	0	1,165
280	Equipment Shed	3,788	Equipment	0	0	0	3,788	0	3,788
281	Christmas Tree	22,426	Equipment	0	0	0	22,426	0	22,426
282	Score Board-Little League Park	3,000	Activity	0	0	3,000	0	0	3,000
283	Jd Gator Motorized Cart	7,996	Equipment	0	0	0	7,996	0	7,996
284	Spreader Motorized	2,705	Equipment	0	0	0	2,705	0	2,705
285	Swing Set	7,221	Activity	0	0	7,221	0	0	7,221
286	Slides For Playground	8,380	Activity	0	0	8,380	0	0	8,380
287	Scoreboard 1 Wireless-Vet Park	3,516	Activity	0	0	3,516	0	0	3,516
288	Scoreboard 2 Wireless-Vet Park	3,516	Activity	0	0	3,516	0	0	3,516
289	Bleachers-Football Field	50,993	Activity	0	0	50,993	0	0	50,993
290	J D Gator Util Vehicle	7,571	Equipment	0	0	0	7,571	0	7,571
291	Turf Vacuum	9,900	Equipment	0	0	0	9,900	0	9,900
292	**Infrastructure Total**	**$829,647**		**$0**	**$0**	**$329,028**	**$500,619**	**$0**	**$829,647**
293	**PARKS AND RECREATION TOTAL**	**$18,502,834**		**$4,268,012**	**$12,683,202**	**$1,051,001**	**$500,619**	**$0**	**$18,502,834**

Footnotes

[1] Inventory as provided by the City and in service as of April 30, 2014.

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Table 5-3
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Existing Open-Space Needs

		City Open Space Standards [1]			Existing City Facilities [2]			To City Standards	
Line No.	Facility Classification	Acres	Per	Population	Total Acres	Per	2013 Population	Required	Surplus / (Deficiency)
1	Overall Open-space - Parkland Requirements	5.00	[3]	1,000	119.36		37,172	185.86	(66.50)
2	Tucker Ranch Park	5.00	[3]	1,000	208.60		37,172	185.86	22.74
3	Total	5.00	[3]	1,000	327.96		37,172	185.86	142.10

Footnotes

[1] As provided in the City's Parks and Recreation Master Plan.

[2] Inventory and Classification as provided by the City and as provided in detail in Table 5-1.

[3] The City's standard is to provide approximately 5 Acres per 1,000 residents.

Table 5-4
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Existing Activity Facility Needs

		City Activity Guidelines [1]			Existing City Activities [2]			To City Standards	
Line No.	Facility Classification	Standard	Per	Population	Standard	Per	2013 Population	Required	Surplus / (Deficiency)
1	Baseball/Softball	1.0 Field		5,000	8.0		37,172	7.4	0.6
2	Tennis	1.0 Court		2,000	6.0		37,172	18.6	(12.6)
3	Basketball	1.0 Court		5,000	8.0		37,172	7.4	0.6
4	Volleyball	1.0 Court		6,000	2.0		37,172	6.2	(4.2)
5	Exercise / Parcourse Trails	1.0 Area		15,000	12.0		37,172	2.5	9.5
6	Playground	1.0 Area		10,000	6.0		37,172	3.7	2.3
7	Football / Soccer	1.0 Field		6,000	5.0		37,172	6.2	(1.2)
8	Swimming Pool	1.0 Pool		25,000	2.0		37,172	1.5	0.5

Footnotes

[1] User and resource based facility guidelines from 2006 Parks and Recreation Master Plan.

[2] As provided by the City.

Table 5-5
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Summary of Capital Projects to Improve & Expand Recreation Services

Line No.	Description	Project Cost [1]	Total Service Population [2]	2013 Population	Total Amount Allocated to Existing
	5 Year Parks and Recreation CIP				
1	Newton Park Pier Replacement	$180,000	48,000	37,172	$139,395
2	Adjustment for Newton Park Pier Replcmt. [3]	($80,595)	48,000	37,172	(62,414)
2	Tucker Ranch Heritage Park	450,000	48,000	37,172	348,488
3	Lulu Creek Trail Extension	260,000	48,000	37,172	201,348
4	Utility Vehicle	7,400	48,000	37,172	5,731
5	Toro Sand Pro	9,000	48,000	37,172	6,970
6	New Ball Fields - Land	2,000,000	48,000	37,172	1,548,833
7	New Ball Fields - Fields	500,000	48,000	37,172	387,208
8	Sub-total	$3,325,805			$2,575,559
9	Additional CIP Needs	$2,074,700	48,000	37,172	$1,606,682
10	Total Capital Improvements	$5,400,505			$4,182,241

Footnotes:

[1] Amounts provided by City staff, which represent improvements and upgrades to existing facilities and construction of new facilities which will serve existing and future residents of the City.

[2] Amount based on the City's estimated build-out population as discussed in Section 2 of this report.

[3] Amount represents an adjustment to the City's assets that discounts the new pier purchase costs by an estimate of the original pier cost thereby reflecting the net adjustment to the total fixed assets.

Table 5-6
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Design of Recreation Impact Fee

Line No.	Description	Basis	Amount
	Capital Costs to Provide Open-Space		
1	Existing City Investment in Open Space [1]	$4,268,012	
2	Less Grant Funded Assets [2]	(1,038,377)	
3	Net City Investment in Open Space	$3,229,635	
4	Existing Open Space (Acres) [3]	327.96	
5	Existing Average Cost per Acre	$9,848	
6	Open Space Requirement for Existing Residents (Acres) [3]	185.86	
7	Total Capital Cost to Provide Open Spaces		$1,830,349
	Capital Costs to Provide Recreation Facilities		
8	Existing City Investment in Recreation Facilities [1]	$12,683,202	
9	Miscellaneous Credits	(1,222,790)	
10	Total Capital Cost to Provide Recreation Facilities		$11,460,412
11	Capital Costs to Provide Recreation Activities & Equipment		
12	Existing City Investment in Recreation Activities [1]	$1,551,620	
13	Required Adjustments by City to Cure Deficiencies [4]	0	
14	Proposed Facilities to Serve Existing Residents [5]	4,182,241	
15	Total Capital Cost to Provide Recreation Activities & Equipment		$5,733,861
16	Total Capital Costs Allocable to Existing Residents		$19,024,622
17	Less Other Funding Sources [6]		$0
18	Total Cost Allocated to Existing Residents		$19,024,622
19	Existing Housing Units [7]		14,635
20	Proposed - Rounded Rate per Unit		$1,300.00

Footnotes

[1] Amount derived from Table 5-2.

[2] Amount reflects grants received by the City.

[3] Amount derived from Table 5-3.

[4] Amount derived from Table 5-5.

[5] Planned projects as provided by City staff, which are derived from Table 5-6.

[6] Amount reflects all other funding sources & grants as reported by the City.

[7] Amount based on the existing population and Housing unit detail from 2013 as shown on Table 2-1.

Table 5-7
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Impact Fee Allocation

Line No.	Housing Type	Proposed Impact Fee	Weighting Factor [2]	Existing Impact Fee (SF)	Increase / (Decrease)
1	Single Family	$1,300.00	1.00	$671.00	$629.00
2	Multi Family	1,159.00	0.89	598.00	561.00
3	Mobile Home	874.00	0.67	451.00	423.00

Footnotes

[1] Derived from Table 5-7.

Table 5-8
City of Winter Garden
Parks and Recreation Impact Fee Analysis

Parks and Recreational Services Impact Fee Comparison [1]

Line No.	Description		Residential Single Family	Residential Multi-Family	Residential Mobile Home	Effective Date
	City of Winter Garden [2]					
1	Existing		$671.00	$598.00	$451.00	2004
2	Proposed		1,300.00	1,159.00	874.00	
	Other Florida Government Agencies:					
3	City of Apopka		$241.05	$241.05	$241.05	2013
4	City of Clermont	[2]	1,988	1,487	1,487	2014
5	City of Edgewater		612.11	434.92	451.03	2009
6	City of Eustis		599.27	428.38	390.93	2004
7	City of Kissimmee		1,200.00	985.29	867.06	2005
8	City of Lakeland		2,707.00	2,123.00	1,317.00	2010
9	City of Lake Mary		335.00	N/A	N/A	2008
10	City of Lake Wales		948.00	832.00	N/A	2013
11	City of Leesburg		358.00	358.00	358.00	2008
12	City of Minneola		222.00	171.00	177.00	2014
13	City of Mount Dora		2,773.28	1,391.69	N/A	2013
14	City of Ocoee	[3]	1,560.00	N/A	N/A	2012
15	City of St. Cloud		1,362.00	1,093.00	N/A	2008
16	City of Tavares	[4]	439.99	335.68	221.89	2007
17	City of Winter Haven		980.23	N/A	N/A	2014
18	Other Florida Governmental Agencies' Average		$1,088.40	$823.42	$612.33	

Footnotes:

[1] Unless otherwise noted, amounts shown reflect impact fees in effect June 2014. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.

[2] Amounts shown assume single family homes with three bedrooms, multi-family dwelling with two bedrooms, and mobile homes with two bedrooms.

[3] Impact fees temporarily reduced to 50% of the amounts shown from January 3, 2013 until January 1, 2014.

[4] Impact fees were waived until June 30, 2013. Beginning July 1, 2013, they are set to increase in six month increments until July 1, 2014, when the full impact fees will become effective again.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Michael Bollhoefer, City Manager

Date: December 5, 2014 **Meeting Date:** December 11, 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: Adopt Ordinance 14-42

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

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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

dm\wtg\pf\09-29-14.ord

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

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

13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912 · (239) 433-5500 · Fax (239) 481-0634 · www.foster-foster.com

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 5, 2014 **Meeting Date:** December 11, 2014

Subject: 16154, 16150, 16146, and 161420 Johns Lake Overlook Drive
HICKORY HAMMOCK INDEMNITY AGREEMENT
PARCEL ID # 05-23-27-2730-00-230
PARCEL ID # 05-23-27-2730-00-240
PARCEL ID # 05-23-27-2730-00-250
PARCEL ID # 05-23-27-2730-00-260

Issue: Due to the fluctuating elevation of the water in Johns Lake, a small strip of land between these properties and the edge of the water was not included in the platting of these properties. The ownership of this land came into question when dock permits were submitted.

Discussion:

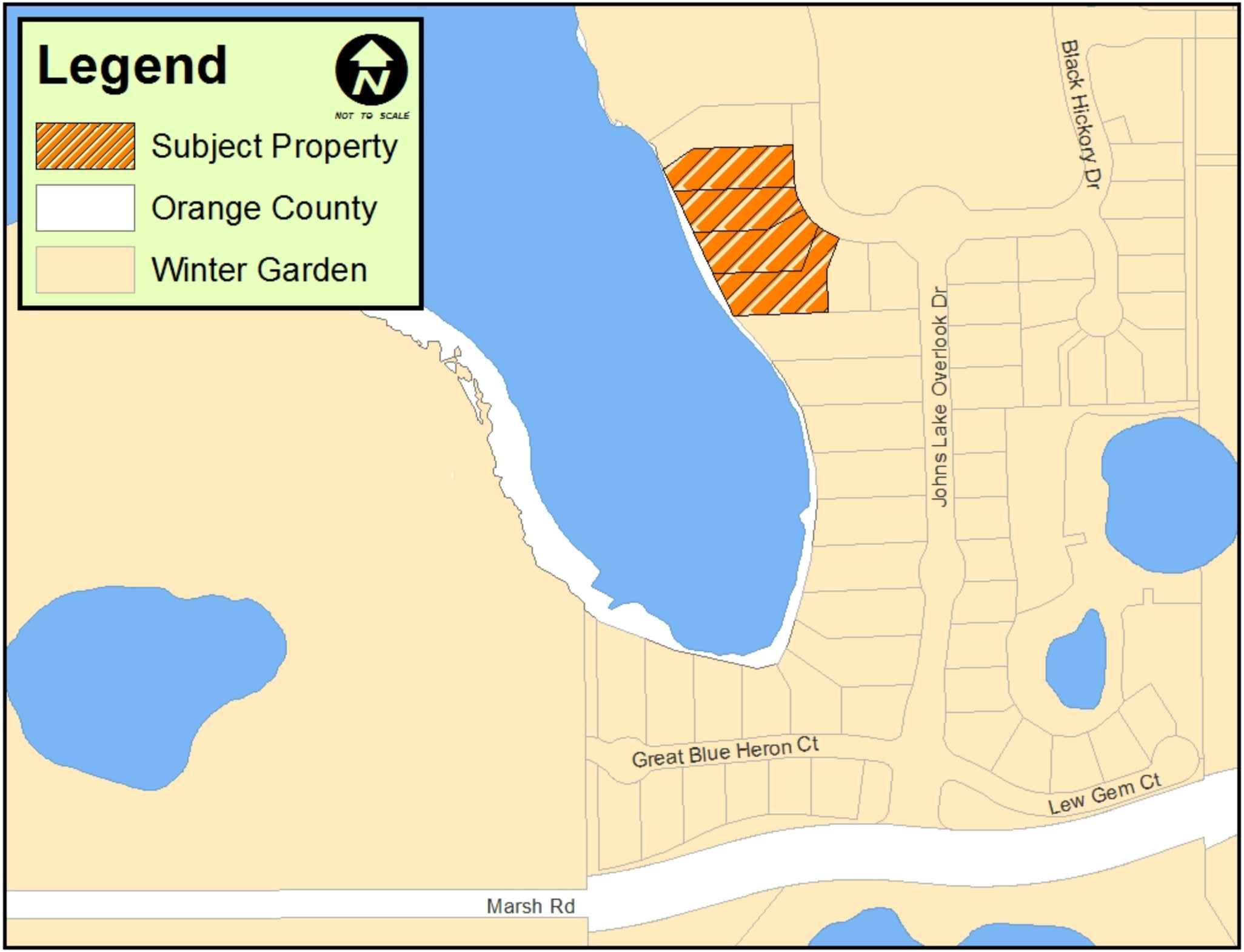
In order to hold the City of Winter Garden harmless of any future questions of ownership when we issue dock permits, the builders have agreed to indemnify and hold harmless the City of Winter Garden from and against any and all loses, costs, claims, disputes, actions, lawsuits, damages, judgments, fees, costs, expenses, including reasonable attorneys' fees and costs (related to judicial and administrative proceeding and all appeals) and other matters ("Adverse Claims") relating to or arising out of title to the Additional Property.

Recommended Action:

Staff recommends the City Commission authorize the Mayor to sign the indemnification agreements.

Attachment(s)/References:

Location Map
Indemnity Agreement (The Ryland Group, Inc.)
Indemnity Agreement (M/I Homes of Orlando, LLC)


Legend
NOT TO SCALE
Subject Property
Orange County
Winter Garden
Black Hickory Dr
Johns Lake Overlook Dr
Great Blue Heron Ct
Lew Gem Ct
Marsh Rd

INDEMNITY AGREEMENT

(Hickory Hammock Phase 1A, Lots 23 and 24)

THIS INDEMNITY AGREEMENT (this "Agreement") is entered into this 18th day of November, 2014, by and among The Ryland Group, Inc., a Maryland corporation ("Indemnitor") and the City of Winter Garden, Florida, a municipal corporation ("Indemnitee").

RECITALS

A. Indemnitor is the owner of Lots 23 and 24 as shown on the plat of Hickory Hammock, Phase 1A, recorded in Plat Book 81, Page 07 of the Public Records of Orange County, Florida (the "Property").

B. An examination of the Property documents relating to title reveals a strip of land (the "Adjacent Property") depicted and described in the attached **Exhibit "A"**, adjacent to the westerly boundary of the Property.

C. An examination of the Property and the Adjacent Property reveals that there may be land between the westerly boundary of the Adjacent Property and the ordinary high water line of Johns Lake (the "Additional Property").

D. There are concerns that permitting, construction and use of dock(s) in conjunction with the Property and matters waterward of the Property and the Adjacent Property may infringe on the potential rights of presently unknown third parties in the Additional Property and otherwise.

E. Upon and as part of the conveyance of Lots 23 and 24, Indemnitor intends to convey to the grantee of Lots 23 and 24 that portion of the Adjacent Property that abuts Lot 23 and Lot 24, respectively.

F. Indemnitee has agreed to not refuse to process dock permits relating to the Property based on title questions related to the Additional Property or the ordinary high water line and related issues provided Indemnitor indemnifies Indemnitee in connection therewith and as provided herein.

NOW, THEREFORE, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed as follows:

AGREEMENT:

1. The above recitals are true and correct and incorporated herein as material, substantive provisions.

2. Indemnitor hereby indemnifies and holds harmless Indemnitee, from and against any and all losses, costs, claims, disputes, actions, lawsuits, damages, judgments, fees, costs, expenses, including reasonable attorneys' fees and costs (relating to any judicial and administrative proceeding and all appeals) and other adverse matters ("Adverse Claims")

relating to or arising out of title to the Additional Property, matters relating to the ordinary high water line, and third party claims relating to any of the foregoing and those associated with the issuance of dock permit(s) for either or both Lot 23 and Lot 24, including, without limitation, the cost of defense of Indemnitee against any and all Adverse Claims, with counsel selected and directed by Indemnitee. To the extent that an Adverse Claim is due solely to the failure of the Indemnitee to follow its own ordinances relating to the issuance of dock permits in substantially material respects, the Indemnitor is not required to provide indemnification for that portion of such Adverse Claim.

3. If an Adverse Claim occurs or is brought against Indemnitee, then:

a. Indemnitee shall within 15 business days after receiving written notice of the Adverse Claim notify Indemnitor in writing of the Adverse Claim.

b. Indemnitor shall have the right to request in writing that Indemnitee agree to counsel selected by Indemnitor for the defense of the Adverse Claim at Indemnitor's own expense. Indemnitee shall within 10 business days after Indemnitee's receipt of Indemnitor's written request to accept such counsel selected by Indemnitor to notify Indemnitor whether such counsel is acceptable to Indemnitee. If Indemnitee rejects such counsel, Indemnitee shall within 5 business days after such rejection, notify Indemnitor of the counsel selected by Indemnitee. The parties agree that the law firms of Holland & Knight LLP, Akerman LLP and Fishback Dominick are all acceptable for defense of any Adverse Claims.

c. Indemnitee and Indemnitor shall reasonably cooperate with one another in the defense of any Adverse Claim provided such cooperation by Indemnitee shall not require Indemnitee to incur any fees, costs or expenses.

d. In no event will Indemnitee consent to the entry of any judgment on or enter into any settlement with respect to the Adverse Claim without the prior written consent of Indemnitor, provided that Indemnitor is in full compliance with its obligations in this Agreement and provided that any consent to entry of judgment or entry into a settlement would not perpetuate or create a violation of law.

e. Indemnitor may settle any Adverse Claim by payment of money or by any other means acceptable to Indemnitor, provided that Indemnitor is in full compliance with its obligations in this Agreement and provided that any consent to entry of judgment or entry into a settlement would not perpetuate or create a violation of law.

4. Indemnitor shall, at the time of conveyance of each lot, convey to the grantee of such lot that portion of the Adjacent Property that abuts the lot conveyed.

5. Indemnitee shall not refuse to process dock permits relating to the Property based on title questions relating to the Additional Property, the ordinary high water line and related issues.

6. Both parties negotiated and drafted this Agreement and no presumptions shall be afforded either party in interpreting this Agreement, nor any portion of this Agreement, based on the drafting of this Agreement.

7. This Agreement is between Indemnitor and Indemnitee and no other party shall be entitled to rely upon any such provision herein for any purpose whatsoever.

8. This Agreement shall automatically terminate and be of no further force or effect at such time as the ordinary high water line for Johns Lake is established by appropriate governmental authority, provided that said ordinary high water line lies easterly of the westerly line of the Adjacent Property. In the event such condition is met for only one (1) of the two (2) lots, this Agreement shall terminate only as to the lot for which such condition is met and remain effective for the other lot until such condition is met for such remaining lot or termination as provided in the next sentence. Further, this Agreement shall terminate and be of no further force or effect twenty (20) years from its execution and delivery.

IN WITNESS WHEREOF, the parties have executed this document on the date first above written.

INDEMNITOR

THE RYLAND GROUP, INC.,
a Maryland corporation

By: _____
Its: Operations Vice President

INDEMNITEE

CITY OF WINTER GARDEN, FLORIDA
A Municipal Corporation

By: _____
Its: _____

U:\AKA\CLIENTS\Winter Garden\Hickory Hammock W500-20489\Ryland Group Indemnity Agmt FINAL 11-10-14.doc

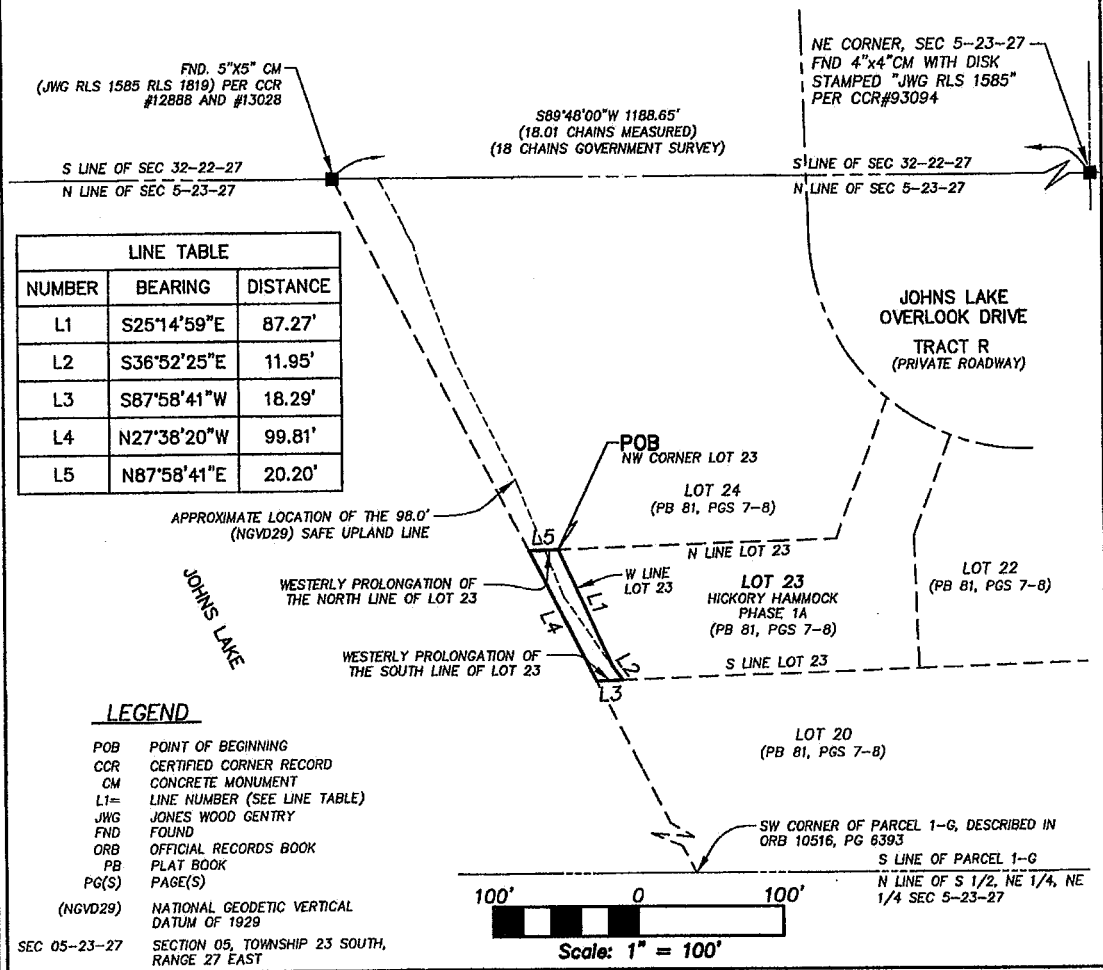
Exhibit "A"

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION & NOTES

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

North



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S25°14'59"E	87.27'
L2	S36°52'25"E	11.95'
L3	S87°58'41"W	18.29'
L4	N27°38'20"W	99.81'
L5	N87°58'41"E	20.20'

LEGEND

POB	POINT OF BEGINNING
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
L1=	LINE NUMBER (SEE LINE TABLE)
JWG	JONES WOOD GENTRY
FND	FOUND
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(NGVD29)	NATIONAL GEODETIC VERTICAL DATUM OF 1929
SEC 05-23-27	SECTION 05, TOWNSHIP 23 SOUTH, RANGE 27 EAST

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 23, HICKORY HAMMOCK PHASE 1A – ADDITIONAL PARCEL

DATE	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Keith Ruddick September 30, 2014
Florida Registered Surveyor and Mapper
Certificate No. 2617
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE 1"=100'	SHEET 1 OF 2

Printed: Tue 30-Sep-2014 – 11:25AM
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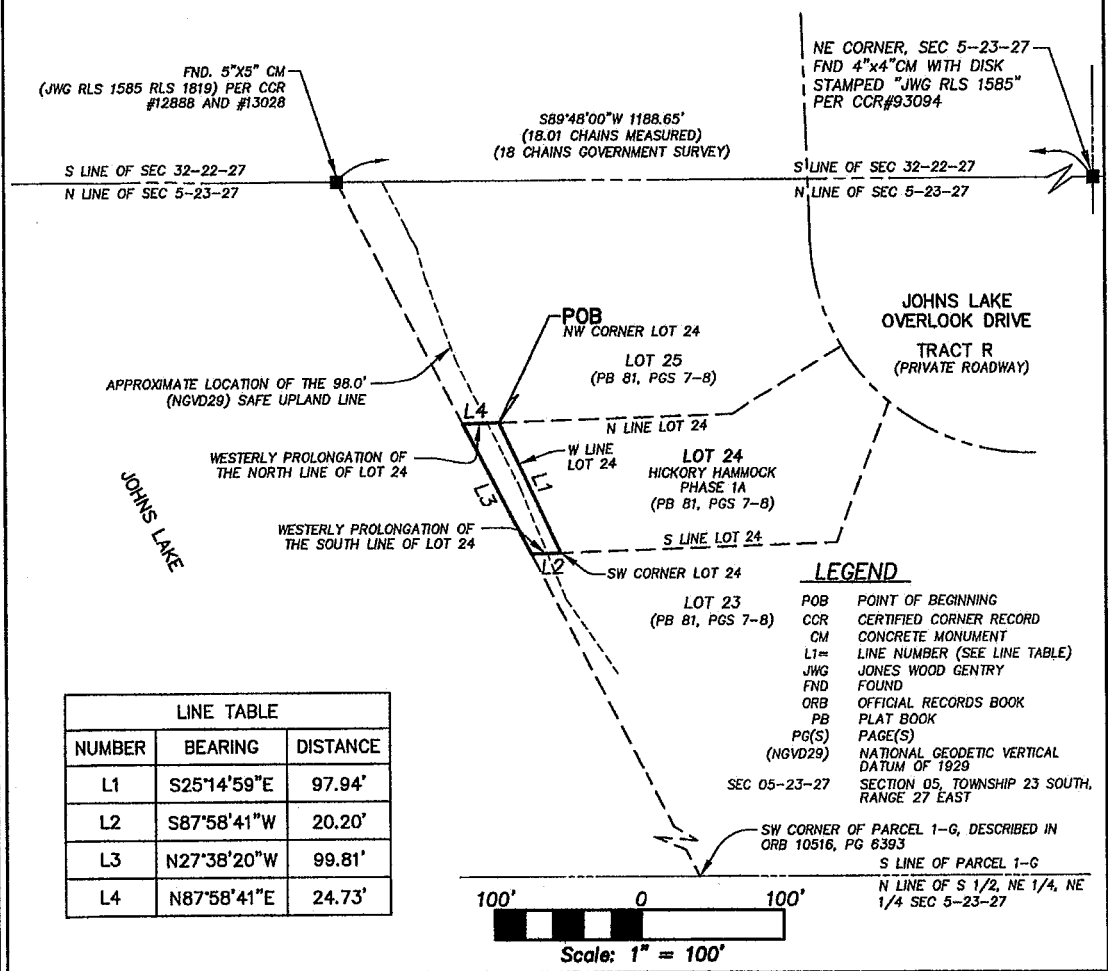
CS# 14-201

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION & NOTES

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.



LEGEND

POB	POINT OF BEGINNING
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
L1=	LINE NUMBER (SEE LINE TABLE)
JWG	JONES WOOD GENTRY
FND	FOUND
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(NGVD29)	NATIONAL GEODETIC VERTICAL DATUM OF 1929
SEC 05-23-27	SECTION 05, TOWNSHIP 23 SOUTH, RANGE 27 EAST

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S25°14'59"E	97.94'
L2	S87°58'41"W	20.20'
L3	N27°38'20"W	99.81'
L4	N87°58'41"E	24.73'

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 24, HICKORY HAMMOCK PHASE 1A – ADDITIONAL PARCEL

DATE	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Keith Ruddick September 05, 2014
Florida Registered Surveyor and Mapper
Certificate No. 2617
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE 1"=100'	SHEET 1 OF 2

Printed: Fri 05-Sep-2014 – 03:18PM
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CS# 14-202

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 5, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of Lot 24, HICKORY HAMMOCK PHASE 1A, according to the plat thereof recorded in Plat Book 81, Pages 7 and 8 of the Public Records of Orange County, Florida and run S25°14'59"E along the West line of said Lot 24 a distance of 97.94 feet to the Southwest corner of said Lot 24; thence S87°58'41"W along the Westerly prolongation of the South line of said Lot 24 a distance of 20.20 feet to a point on a line extending from the Southwest corner of Parcel 1G as described in Official Records Book 10516, Page 6393 of said Public Records to a point on the North line of said Section 5 lying S89°48'00"W, 1188.65 feet (18.01 chains measured, 18 chains Government survey) from the Northeast corner of said Section 5, said point being marked by a 5"x5" concrete monument with a disk stamped "Jones Wood Gentry, RLS 1585, RLS 1819"; thence N27°38'20"W along said line, 99.81 feet to a point on the Westerly prolongation of the North line of said Lot 24; thence N87°58'41"E along said prolongation, 24.73 feet to the POINT OF BEGINNING.

Containing 0.046 acres (2022 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the West line of Lot 24, HICKORY HAMMOCK PHASE 1A according to the plat thereof recorded in Plat Book 81, Pages 7 & 8 of the Public Records of Orange County, Florida, as being S25°14'59"E per plat.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 24, HICKORY HAMMOCK PHASE 1A – ADDITIONAL PARCEL

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE N/A	SHEET 2 OF 2

Printed: Fri 05-Sep-2014 – 02:58PM
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SL14036desc

CS# 14-202

INDEMNITY AGREEMENT

(Hickory Hammock Phase 1A, Lots 25 and 26)

THIS INDEMNITY AGREEMENT (this "Agreement") is entered into this _____ day of November, 2014, by and among M/I Homes of Orlando, LLC, a Florida limited liability company ("Indemnitor") and the City of Winter Garden, Florida, a municipal corporation ("Indemnitee").

RECITALS

A. Indemnitor was the owner of Lot 25 and is the owner of Lot 26 as shown on the plat of Hickory Hammock, Phase 1A, recorded in Plat Book 81, Page 07 of the Public Records of Orange County, Florida (the "Property").

B. An examination of the Property documents relating to title reveals a strip of land (the "Adjacent Property") depicted and described in the attached **Exhibit "A"**, adjacent to the westerly boundary of the Property.

C. An examination of the Property and the Adjacent Property reveals that there may be land between the westerly boundary of the Adjacent Property and the ordinary high water line of Johns Lake (the "Additional Property").

D. There are concerns that permitting, construction and use of dock(s) in conjunction with the Property and matters waterward of the Property and the Adjacent Property may infringe on the potential rights of presently unknown third parties in the Additional Property and otherwise.

E. Indemnitee issued a permit relating to Lot 25 for the construction of a dock extending into Johns Lake from the Property. Indemnitee has since suspended said dock permit due to concerns that the permitted dock construction may infringe on rights of presently unknown third parties in the Adjacent Property and the Additional Property.

F. Upon and as part of the conveyance of Lots 25 and 26, Indemnitor intends to convey to the grantee of Lots 25 and 26 that portion of the Adjacent Property that abuts Lot 25 and Lot 26, respectively.

G. Indemnitee has agreed to not refuse to process dock permits relating to the Property based on title questions related to the Additional Property and the ordinary high water line and related issues and permit resumption of the dock construction on Lot 25 provided Indemnitor indemnifies Indemnitee in connection therewith as provided herein.

NOW, THEREFORE, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed as follows:

AGREEMENT:

1. The above recitals are true and correct and incorporated herein as material, substantive provisions.

2. Indemnitor hereby indemnifies and holds harmless Indemnitee, from and against any and all losses, costs, claims, disputes, actions, lawsuits, damages, judgments, fees, costs, expenses, including reasonable attorneys' fees and costs (relating to any judicial and administrative proceeding and all appeals) and other adverse matters ("Adverse Claims") relating to or arising out of title to the Additional Property, matters relating to the ordinary high water line, and third party claims relating to any of the foregoing and those associated with the issuance of dock permit(s) for either or both Lot 25 and Lot 26 including without limitation, the cost of defense of Indemnitee against any and all Adverse Claims, with counsel selected and directed by Indemnitee. To the extent that an Adverse Claim is due solely to the failure of the Indemnitee to follow its own ordinances relating to the issuance of dock permits in substantially material respects, the Indemnitor is not required to provide indemnification for that portion of such Adverse Claim.

3. If an Adverse Claim occurs or is brought against Indemnitee, then:

   a. Indemnitee shall within 15 business days after receiving written notice of the Adverse Claim notify Indemnitor in writing of the Adverse Claim.

   b. Indemnitor shall have the right to request in writing that Indemnitee agree to counsel selected by Indemnitor for the defense of the Adverse Claim at Indemnitor's own expense. Indemnitee shall within 10 business days after Indemnitee's receipt of Indemnitor's written request to accept such counsel selected by Indemnitor to notify Indemnitor whether such counsel is acceptable to Indemnitee. If Indemnitee rejects such counsel, Indemnitee shall within 5 business days after such rejection, notify Indemnitor of the counsel selected by Indemnitee. The parties agree that the law firms of Holland & Knight LLP, Akerman LLP and Fishback Dominick are all acceptable for defense of any Adverse Claims.

   c. Indemnitee and Indemnitor shall reasonably cooperate with one another in the defense of any Adverse Claim provided such cooperation by Indemnitee shall not require Indemnitee to incur any fees, costs or expenses.

   d. In no event will Indemnitee consent to the entry of any judgment on or enter into any settlement with respect to the Adverse Claim without the prior written consent of Indemnitor, provided that Indemnitor is in full compliance with its obligations in this Agreement and provided that any consent to entry of judgment or entry into a settlement would not perpetuate or create a violation of law.

   e. Indemnitor may settle any Adverse Claim by payment of money or by any other means acceptable to Indemnitor, provided that Indemnitor is in full compliance with its obligations in this Agreement and provided that any consent to entry of judgment or entry into a settlement would not perpetuate or create a violation of law.

4. Indemnitor shall, at the time of conveyance of Lot 26, convey to the grantee of such lot that portion of the Adjacent Property that abuts the lot conveyed. Indemnitor shall promptly upon, but not later than thirty (30) days after, full execution of this Agreement, convey to the current owner of Lot 25 that portion of the Adjacent Property that abuts the lot previously conveyed.

5. Indemnitee shall not refuse to process dock permits relating to the Property based on title questions relating to the Additional Property or the ordinary high water line and related issues.

6. Both parties negotiated and drafted this Agreement and no presumptions shall be afforded either party in interpreting this Agreement, nor any portion of this Agreement, based on the drafting of this Agreement.

7. This Agreement is between Indemnitor and Indemnitee and no other party shall be entitled to rely upon any such provision herein for any purpose whatsoever.

8. This Agreement shall automatically terminate and be of no further force or effect at such time as the ordinary high water line for Johns Lake is established by appropriate governmental authority, provided that said ordinary high water line lies easterly of the westerly line of the Adjacent Property. In the event such condition is met for only one (1) of the two (2) lots, this Agreement shall terminate only as to the lot for which such condition is met and remain effective for the other lot until such condition is met for such remaining lot or termination as provided in the next sentence. Further, this Agreement shall terminate and be of no further force or effect twenty (20) years from its execution and delivery.

IN WITNESS WHEREOF, the parties have executed this document on the date first above written.

INDEMNITOR

M/I HOMES OF ORLANDO, LLC,
a Florida limited liability company

By: Donald R. Heitkell
Its: Senior Vice President

INDEMNITEE

CITY OF WINTER GARDEN, FLORIDA
A Municipal Corporation

By:_____
Its: _____

U:\AKA\CLIENTS\Winter Garden\Hickory Hammock W500-20489\MI Homes Indemnity Agmt FINAL 11-10-14.doc

Exhibit "A"

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 5, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of Lot 25, HICKORY HAMMOCK PHASE 1A, according to the plat thereof recorded in Plat Book 81, Pages 7 and 8 of the Public Records of Orange County, Florida and run S25°14'59"E along the West line of said Lot 25 a distance of 97.94 feet to the Southwest corner of said Lot 25; thence S87°58'41"W along the Westerly prolongation of the South line of said Lot 25 a distance of 24.73 feet to a point on a line extending from the Southwest corner of Parcel 1G as described in Official Records Book 10516, Page 6393 of said Public Records to a point on the North line of said Section 5 lying S89°48'00"W, 1188.65 feet (18.01 chains measured, 18 chains Government survey) from the Northeast corner of said Section 5, said point being marked by a 5"x5" concrete monument with a disk stamped "Jones Wood Gentry, RLS 1585, RLS 1819"; thence N27°38'20"W along said line, 99.81 feet to a point on the Westerly prolongation of the North line of said Lot 25; thence N87°58'41"E along said prolongation, 29.26 feet to the POINT OF BEGINNING.

Containing 0.056 acres (2430 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the West line of Lot 25, HICKORY HAMMOCK PHASE 1A according to the plat thereof recorded in Plat Book 81, Pages 7 & 8 of the Public Records of Orange County, Florida, as being S25°14'59"E per plat.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 25, HICKORY HAMMOCK PHASE 1A - ADDITIONAL PARCEL

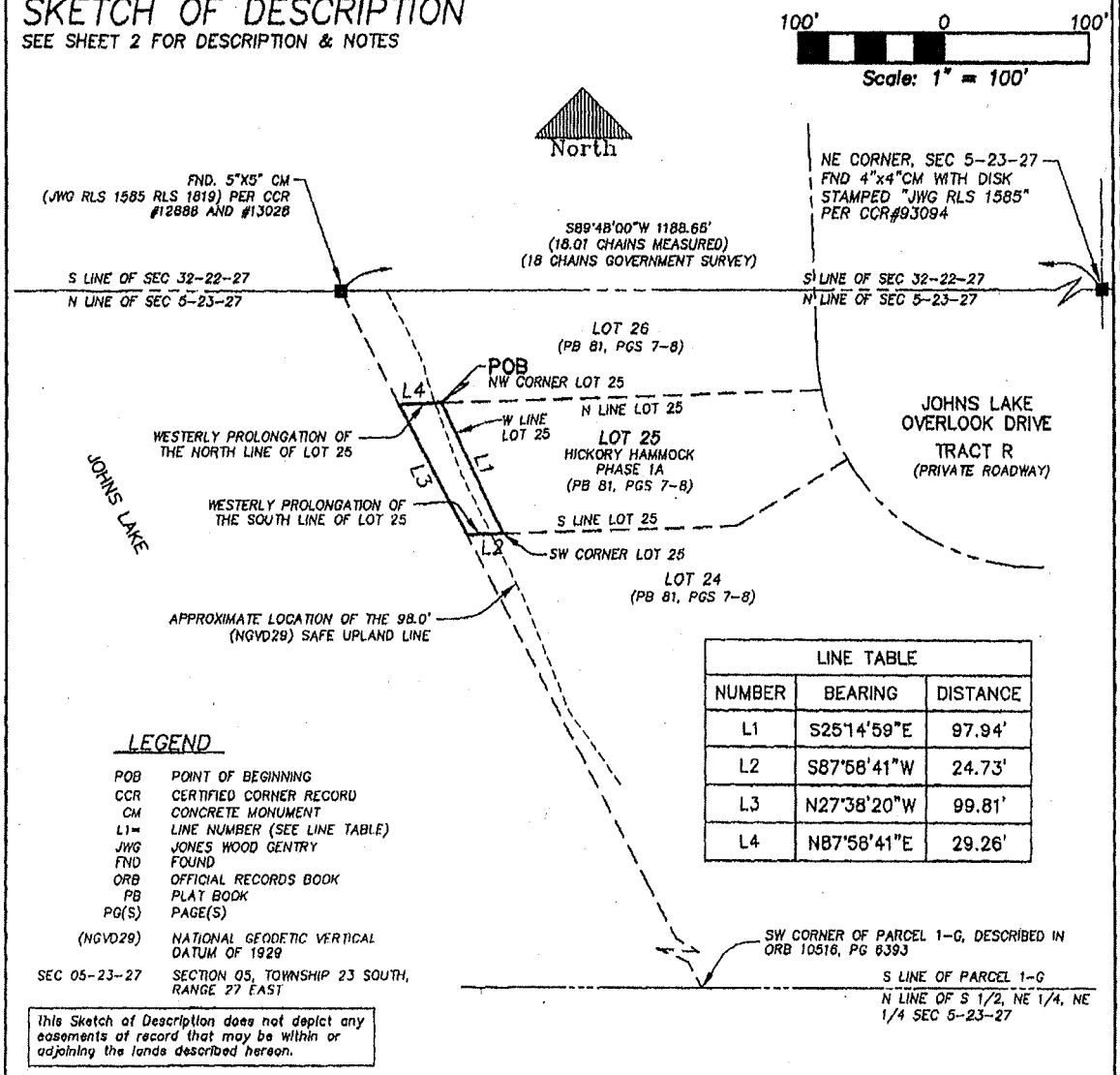
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE N/A	SHEET 2 OF 2

Printed: Fri 05-Sep-2014 - 01:30PM
F:\Proj2013\13012\Sdwg\NGVD29\PHASE 1A\SOD\LOT 25-ADDITIONAL PARCEL.dwg SL14033desc CS# 14-203

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION & NOTES



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S25°14'59"E	97.94'
L2	S87°58'41"W	24.73'
L3	N27°38'20"W	99.81'
L4	N87°58'41"E	29.26'

LEGEND

POB	POINT OF BEGINNING
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
L1=	LINE NUMBER (SEE LINE TABLE)
JWG	JONES WOOD GENTRY
FND	FOUND
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(NGVD29)	NATIONAL GEODETIC VERTICAL DATUM OF 1929
SEC 05-23-27	SECTION 05, TOWNSHIP 23 SOUTH, RANGE 27 EAST

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 25, HICKORY HAMMOCK PHASE 1A – ADDITIONAL PARCEL

DATE	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO LB68

Keith Ruddick September 05, 2014
Florida Registered Surveyor and Mapper
Certificate No. 2817
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE 1"=100'	SHEET 1 OF 2

Printed: Fri 05-Sep-2014 – 01:33PM
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CS# 14-203

#33601934_v2

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 5, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of Lot 26, HICKORY HAMMOCK PHASE 1A, according to the plat thereof recorded in Plat Book 81, Pages 7 and 8 of the Public Records of Orange County, Florida and run S25°14'59"E along the West line of said Lot 26 a distance of 53.31 feet to the Southwest corner of said Lot 26; thence S87°58'41"W along the Westerly prolongation of the South line of said Lot 26 a distance of 29.26 feet to a point on a line extending from the Southwest corner of Parcel 1G as described in Official Records Book 10516, Page 6393 of said Public Records to a point on the North line of said Section 5 lying S89°48'00"W, 1188.65 feet (18.01 chains measured, 18 chains Government survey) from the Northeast corner of said Section 5, said point being marked by a 5"x5" concrete monument with a disk stamped "Jones Wood Gentry, RLS 1585, RLS 1819"; thence N27°38'20"W along said line, 37.47 feet to a point on the Westerly prolongation of the North line of said Lot 26; thence N56°05'18"E along said prolongation, 28.78 feet to the POINT OF BEGINNING.

Containing 0.029 acres (1253 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the West line of Lot 26, HICKORY HAMMOCK PHASE 1A according to the plat thereof recorded in Plat Book 81, Pages 7 & 8 of the Public Records of Orange County, Florida, as being S25°14'59"E per plat.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 26, HICKORY HAMMOCK PHASE 1A - ADDITIONAL PARCEL

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE N/A	SHEET 2 OF 2

Printed: Mon 29-Sep-2014 - 01:39PM
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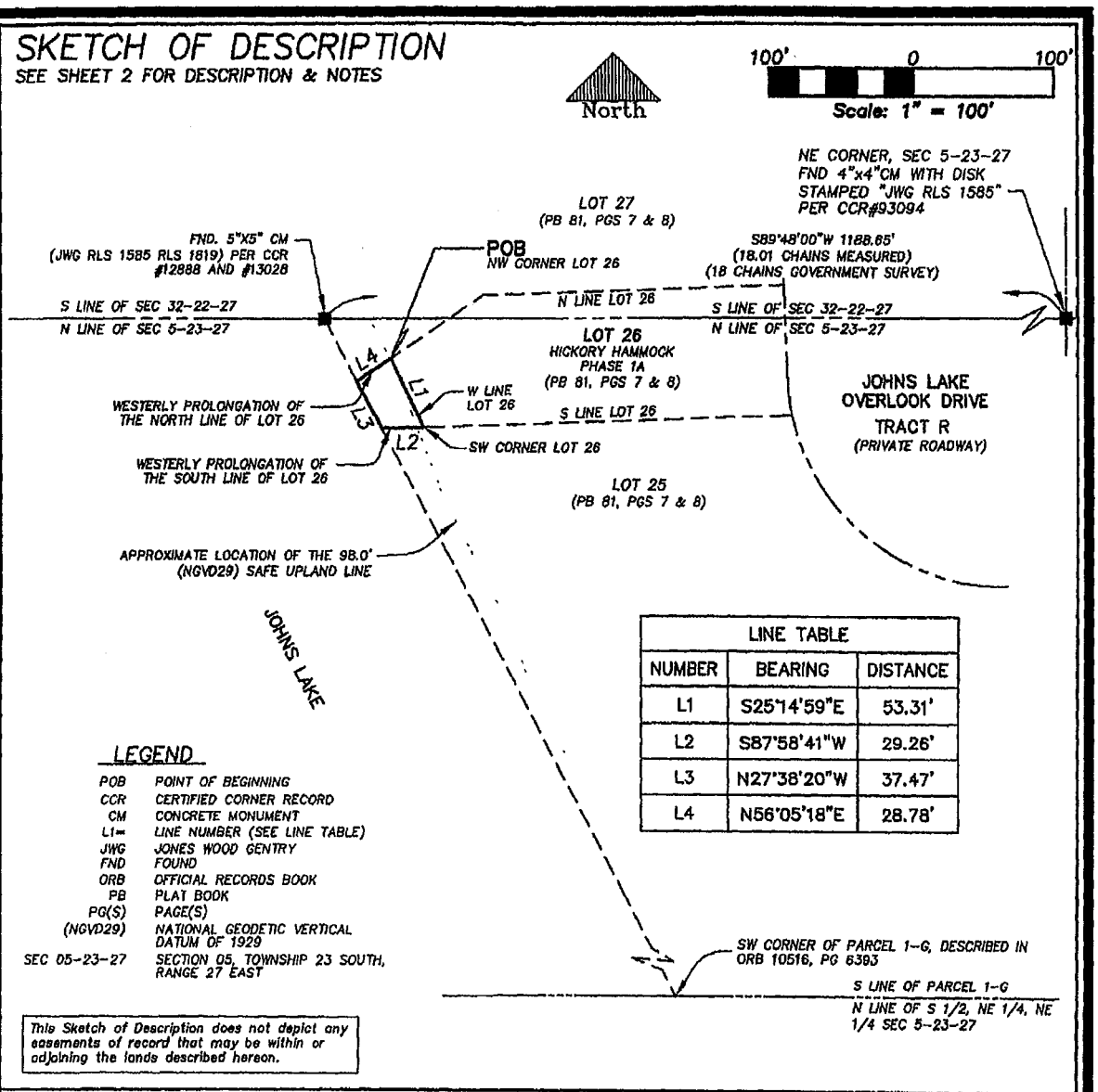
SL14037desc

CS# 14-204

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION & NOTES



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S25°14'59"E	53.31'
L2	S87°58'41"W	29.26'
L3	N27°38'20"W	37.47'
L4	N56°05'18"E	28.78'

LEGEND

POB	POINT OF BEGINNING
CCR	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
L1=	LINE NUMBER (SEE LINE TABLE)
JWG	JONES WOOD GENTRY
FND	FOUND
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(NGVD29)	NATIONAL GEODETIC VERTICAL DATUM OF 1929
SEC 05-23-27	SECTION 05, TOWNSHIP 23 SOUTH, RANGE 27 EAST

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

TRAMELL WEBB PARTNERS, INC

LOT 26, HICKORY HAMMOCK PHASE 1A – ADDITIONAL PARCEL

DATE	DESCRIPTION
9/23/14	Revised legal description

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO LB68

DONALD W. McINTOSH ASSOCIATES, INC
CERTIFICATE OF AUTHORIZATION NO. LB68

Keith Ruddick September 29, 2014
Florida Registered Surveyor and Mapper
Certificate No. 2617
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JP	CHECKED BY: KR	JOB NO. 13012.104	SCALE 1"=100'	SHEET 1 OF 2

Printed: Mon 29-Sep-2014 – 01:38PM
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CS# 14-204

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 3, 2014 **Meeting Date:** December 11, 2014

Subject: 130 North Lakeview Avenue
Charles L. Yoder Trust
Katherine Luff Yoder Trust
PARCEL ID # 14-22-27-1728-06-052

Issue: The owner of the property cut down very large oak tree without obtaining a tree removal permit.

Discussion:

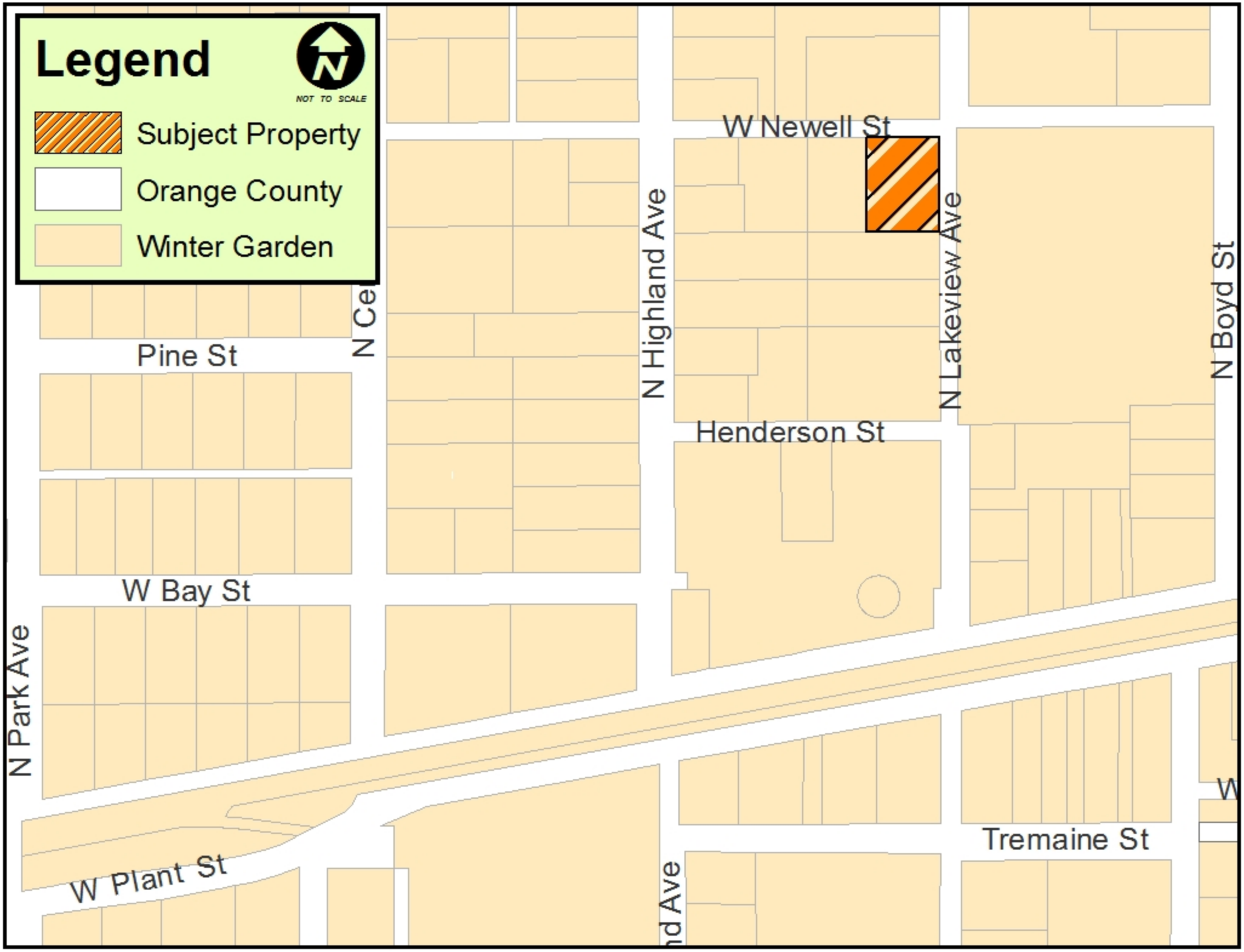
Section 114-64 of the City Code states that a tree removed, altered, or damaged shall pay a fine of $25.00 per diameter inch (DBH) of each such tree. In addition, the person causing or permitting the violation as well as the property owner can be fined up to but not exceeding $25,000.00 In assessing the fine the City Commission shall consider, among other things, the size, age and health of trees damaged or removed.

Recommended Action:

Staff recommends the owner be fined $500.00 for removing the tree without a permit.

Attachment(s)/References:

Location Map
Notice of Violation
Notice of Hearing


Legend
NOT TO SCALE
Subject Property
Orange County
Winter Garden
W Newell St
N Highland Ave
N Lakeview Ave
N Boyd St
Pine St
N Ce
Henderson St
W Bay St
N Park Ave
W Plant St
Tremaine St
nd Ave
W

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

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF VIOLATION

DATE ISSUED: **DECEMBER 2, 2014** **WINTER GARDEN CODE ENFORCEMENT CASE #** **14-187**

PROPERTY OWNER(S) NAME: **CHARLES YODER TRUST**
KATHERINE YODER TRUST

SENT VIA CERTIFIED MAIL RECEIPT #:
7014 0510 0000 6362 3363
AND
HAND DELIVERY – DECEMBER 2, 2014

MAILING ADDRESS: P O BOX 1203
OAKLAND, FL 34760-1203

RE: CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION: **130 NORTH LAKEVIEW AVENUE**
WINTER GARDEN, FL 34787

PARCEL ID #: **14-22-27-1728-06-052**

DEAR PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY REVEALED VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE WINTER GARDEN CODE OF ORDINANCES:

VIOLATION(S):

(1) CHAPTER 114 – VEGETATION; ARTICLE III – TREES; SECTION 114-64 – PENALTY FOR VIOLATION.

CORRECTIVE ACTION(S):

1. ***REPLACE TREE WITH TREE OF SAME SIZE.***

DEADLINE FOR COMPLIANCE: **DECEMBER 11, 2014**

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S):

SEC. 114-64. PENALTY FOR VIOLATION.

(A) IF A TREE NOT AUTHORIZED FOR REMOVAL IS REMOVED, ALTERED OR DAMAGED SUCH THAT ITS SUSCEPTIBILITY TO DISEASE OR OTHER DETRIMENTAL ENVIRONMENTAL FACTORS IS SIGNIFICANTLY INCREASED WHICH MAY RESULT IN PREMATURE DEATH, THE PERSON CAUSING SUCH REMOVAL, ALTERATION, DAMAGE OR PREMATURE DEATH SHALL PAY TO THE CITY $25.00 PER DIAMETER INCH (DBH) OF EACH SUCH TREE. IN ADDITION, WHERE VIOLATIONS OF THIS ARTICLE HAVE OCCURRED, REMEDIAL ACTION SHALL BE TAKEN TO RESTORE THE PROPERTY CONSISTENT WITH A RESTORATION PLAN APPROVED BY THE BUILDING OFFICIAL. THE RESTORATION PLAN MAY REQUIRE TREE REPLACEMENT AT NOT MORE THAN A 4:1 RATIO AND REQUIRE MITIGATION OF ANY OTHER DAMAGE TO THE PROPERTY, AS WELL AS TREE REPLACEMENTS.

(E) ANY VIOLATION OF THIS ARTICLE SHALL RENDER THE PERSON CAUSING OR PERMITTING THE VIOLATION AS WELL AS THE PROPERTY OWNER SUBJECT TO THE PENALTIES IN THIS SECTION, INCLUDING THE FOLLOWING TO BE DETERMINED BY THE CITY COMMISSION:

(1) A FINE OF UP TO BUT NOT EXCEEDING $25,000.00. IN ASSESSING THE FINE THE CITY COMMISSION SHALL CONSIDER, AMONG OTHER THINGS, THE SIZE, AGE AND HEALTH AND AMOUNT OF TREES DAMAGED OR REMOVED.

(2) CANCELLATION OF ALL BUILDING PERMITS AND SITE PLAN APPROVALS UNTIL PAYMENT OF ALL FINES AND COMPLETION OF ALL RESTORATION WORK. AFTER PAYMENT OF ALL FINES AND COMPLETION, TO COMPLY WITH PRIOR APPROVAL OR ISSUANCE OF ANY NEW PERMITS, NEW PLANS WILL BE REQUIRED.

(3) PAYMENT OF ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY IN ENFORCEMENT OF THIS ARTICLE REGARDING SUCH VIOLATION.

THE CITY OF WINTER GARDEN CITY COMMISSION CAN LEVY FINES UP TO $250.00 PER DAY PER VIOLATION.

IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CITY OF WINTER GARDEN CITY COMMISSION EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,

STEVE PASH
CODE COMPLIANCE MANAGER

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

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF HEARING

DATE ISSUED: **DECEMBER 2, 2014** **WINTER GARDEN CODE ENFORCEMENT CASE #** **14-187**

RESPONDENT(S): **CHARLES YODER TRUST**
KATHERINE YODER TRUST

SENT VIA CERTIFIED MAIL RECEIPT #:
7014 0510 0000 6362 3363
AND
HAND DELIVERY – DECEMBER 2, 2014

MAILING ADDRESS: P O BOX 1203
OAKLAND, FL 34760-1203

VIOLATION LOCATION: **130 NORTH LAKEVIEW AVENUE**
WINTER GARDEN, FL 34787

PARCEL ID #: **14-22-27-1728-06-052**

DEAR PROPERTY OWNER(S):

IF THE VIOLATION(S) IS/ARE NOT REMEDIED BY THE DEADLINE STATED IN THE NOTICE OF VIOLATION, A HEARING WILL BE CALLED BEFORE THE CITY OF WINTER GARDEN CITY COMMISSION AT THE DATE, TIME, AND PLACE SHOWN BELOW:

VIOLATION(S):

(1) CHAPTER 114 – VEGETATION; ARTICLE III – TREES; SECTION 114-64 – PENALTY FOR VIOLATION.

PLACE OF HEARING:

CITY OF WINTER GARDEN, CITY HALL COMMISSION CHAMBERS
300 WEST PLANT STREET, WINTER GARDEN, FL 34787

DATE AND TIME OF HEARING: **THURSDAY, DECEMBER 11, 2014 AT 6:30 PM**

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S):

SEC. 114-64. PENALTY FOR VIOLATION.

(A) IF A TREE NOT AUTHORIZED FOR REMOVAL IS REMOVED, ALTERED OR DAMAGED SUCH THAT ITS SUSCEPTIBILITY TO DISEASE OR OTHER DETRIMENTAL ENVIRONMENTAL FACTORS IS SIGNIFICANTLY INCREASED WHICH MAY RESULT IN PREMATURE DEATH, THE PERSON CAUSING SUCH REMOVAL, ALTERATION, DAMAGE OR PREMATURE DEATH SHALL PAY TO THE CITY $25.00 PER DIAMETER INCH (DBH) OF EACH SUCH TREE. IN ADDITION, WHERE VIOLATIONS OF THIS ARTICLE HAVE OCCURRED, REMEDIAL ACTION SHALL BE TAKEN TO RESTORE THE PROPERTY CONSISTENT WITH A RESTORATION PLAN APPROVED BY THE BUILDING OFFICIAL. THE RESTORATION PLAN MAY REQUIRE TREE REPLACEMENT AT NOT MORE THAN A 4:1 RATIO AND REQUIRE MITIGATION OF ANY OTHER DAMAGE TO THE PROPERTY, AS WELL AS TREE REPLACEMENTS.

(E) ANY VIOLATION OF THIS ARTICLE SHALL RENDER THE PERSON CAUSING OR PERMITTING THE VIOLATION AS WELL AS THE PROPERTY OWNER SUBJECT TO THE PENALTIES IN THIS SECTION, INCLUDING THE FOLLOWING TO BE DETERMINED BY THE CITY COMMISSION:

(1) A FINE OF UP TO BUT NOT EXCEEDING $25,000.00. IN ASSESSING THE FINE THE CITY COMMISSION SHALL CONSIDER, AMONG OTHER THINGS, THE SIZE, AGE AND HEALTH AND AMOUNT OF TREES DAMAGED OR REMOVED.

(2) CANCELLATION OF ALL BUILDING PERMITS AND SITE PLAN APPROVALS UNTIL PAYMENT OF ALL FINES AND COMPLETION OF ALL RESTORATION WORK. AFTER PAYMENT OF ALL FINES AND COMPLETION, TO COMPLY WITH PRIOR APPROVAL OR ISSUANCE OF ANY NEW PERMITS, NEW PLANS WILL BE REQUIRED.

(3) PAYMENT OF ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY IN ENFORCEMENT OF THIS ARTICLE REGARDING SUCH VIOLATION.

SEC. 98-32. APPEAL FROM CITY COMMISSION DECISIONS.

ANY PERSON AGGRIEVED BY THE CITY COMMISSION'S DECISION ON AN APPEAL FROM THE PLANNING AND ZONING BOARD OR ON ANY QUASI-JUDICIAL MATTER, MAY CHALLENGE SUCH DECISION BY FILING A PETITION FOR WRIT OF CERTIORARI AS PROVIDED BY THE FLORIDA RULES OF APPELLATE PROCEDURE IN THE CIRCUIT COURT OF ORANGE COUNTY. THE PETITION FOR WRIT OF CERTIORARI SHALL BE FILED WITHIN 30 DAYS OF THE RENDITION OF THE CITY COMMISSION'S DECISION, OR THE RIGHT TO CHALLENGE THE DECISION IS WAIVED. THE COURT SHALL NOT CONDUCT A TRIAL DE NOVO, BUT SHALL BE LIMITED TO REVIEWING WHETHER THE DECISION WAS SUPPORTED BY COMPETENT SUBSTANTIAL EVIDENCE IN THE RECORD, THE ESSENTIAL ELEMENTS OF THE LAW WERE FOLLOWED AND DUE PROCESS WAS AFFORDED. THE PROCEEDINGS BEFORE THE CITY COMMISSION, INCLUDING THE TESTIMONY OF WITNESSES, ANY EXHIBITS, PHOTOGRAPHS, MAPS OR OTHER DOCUMENTS FILED BEFORE IT, SHALL BE THE SUBJECT OF REVIEW BY THE CIRCUIT COURT. THE PERSON FILING THE PETITION FOR CERTIORARI SHALL BE RESPONSIBLE FOR FILING WITH THE CIRCUIT COURT A TRUE AND CORRECT TRANSCRIPT AND THE COMPLETE TESTIMONY OF THE WITNESSES FROM THE CITY COMMISSION HEARING OR MEETING IN WHICH THE DECISION WAS RENDERED. ANY AGGRIEVED PERSON MAY INTERVENE AS A RESPONDENT IN THE CERTIORARI PROCEEDING AUTHORIZED BY THIS SECTION.

YOU WILL NEED TO OBTAIN A RECORD OF THE PROCEEDINGS. YOU WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE, UPON WHICH, YOUR APPEAL IS TO BE BASED.

TO AVOID HAVING THIS CODE ENFORCEMENT CASE SET FOR HEARING, ALL LISTED VIOLATION(S) ON THIS NOTICE OF VIOLATION/NOTICE OF HEARING LETTER MUST BE IN COMPLIANCE PRIOR TO THE DEADLINE DATE ESTABLISHED. UPON COMPLETING THE CORRECTIVE ACTION(S) REQUIRED, IT IS YOUR RESPONSIBILITY TO CONTACT ME AND ARRANGE FOR AN INSPECTION TO VERIFY COMPLIANCE.

NOTICE OF HEARING

DATE ISSUED: DECEMBER 2, 2014 WINTER GARDEN CODE ENFORCEMENT CASE#: 14-187

THE CITY OF WINTER GARDEN CITY COMMISSION CAN LEVY FINES UP TO $250.00 PER DAY PER VIOLATION.

IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CITY OF WINTER GARDEN CITY COMMISSION EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,

STEVE PASH
CODE COMPLIANCE MANAGER

Orange County Tax Collector Scott Randolph
Independently elected to serve only you.

Pay Online > Make An Appointment > Tag Express ! >

ABOUT LOCATIONS DRIVER LICENSES TAG & TITLE PROPERTY TAX BUSINESS TAX CAREERS OTHER CONTACT

Property Tax Search

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and acceptance of this statement by the user.
This Site Should not be relied upon for a title search.

Property Appraiser Details

Parcel/Tangible Number: 14-22-27-1728-06052

Date: 12/2/2014

Tax Year:2014

Total Assessed Value: $91,315
Taxable Value: $91,315
Gross Tax Amount: $1,793.53
Millage Code: 65 WG
Comments:

Owner & Address:
YODER CHARLES L TR
YODER KATHERINE LUFF TR
PO BOX 1203
OAKLAND, FL 34760-1203

Legal Description: COOPER & SEWELL ADDITION F/39 E 104 FT OF LOTS 5 & 6 BLK F
Location Address: 130 N LAKEVIEW AVE WINTER GARDEN 34787

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2014 - Installment 1 (due by end of June)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2014 - Installment 2 (due by end of September)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2014 - Installment 3 (due by end of December)	YODER CHARLES L TR YODER KATHERINE LUFF TR	$512.55	Taxbill	Pay Now
2014 - Installment 4 (due by end of March)	YODER CHARLES L TR YODER KATHERINE LUFF TR	$1,040.94	Taxbill	Pay Now
2013 - Installment 1 (due by end of June)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2013 - Installment 2 (due by end of September)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2013 - Installment 3 (due by end of December)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2013 - Installment 4 (due by end of March)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2012 - Installment 1 (due by end of June)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
2012 - Installment 2 (due by end of September)	YODER CHARLES L TR YODER KATHERINE LUFF TR	* PAID (View Taxbill For Receipt) *	Taxbill	
	YODER CHARLES L TR	* PAID (View Taxbill For Receipt) *	Taxbill	

Property Record - 14-22-27-1728-06-052

Orange County Property Appraiser • http://www.ocpafl.org

Property Summary

Property Name
130 N Lakeview Ave

Names
Yoder Charles L Tr
Yoder Katherine Luff Tr

Municipality
WG - Winter Garden

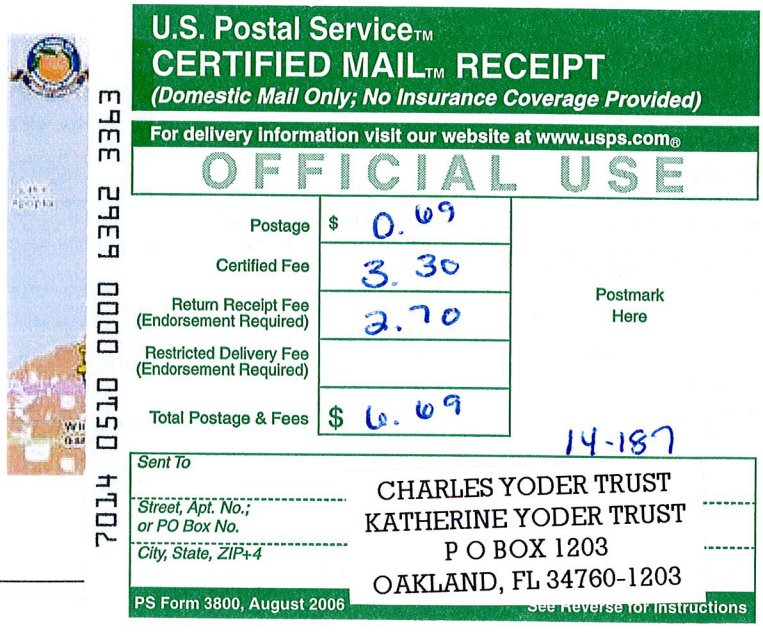
Property Use
0100 - Single Family

Mailing Address
Po Box 1203
Oakland, FL 34760-1203

Physical Address
130 N Lakeview Ave
Winter Garden, FL 34787

QR Code For Mobile Phone

272214172806052 11/17/2006



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Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 6.69

Postmark Here

14-187

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

CHARLES YODER TRUST
KATHERINE YODER TRUST
P O BOX 1203
OAKLAND, FL 34760-1203

PS Form 3800, August 2006 See Reverse for Instructions

Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land		Building(s)		Feature(s)	Market Value	Assessed Value
2014 ✓ MKT	$60,000	+	$49,869	+	$750	= $110,619 (33%)	**$91,315** (10%)
2013 ✓ MKT	$34,677	+	$47,587	+	$750	= $83,014 (-3.8%)	**$83,014** (-3.8%)
2012 ✓ MKT	$38,530	+	$47,053	+	$750	= $86,333 (-1.1%)	**$86,333** (-1.1%)
2011 ✓ MKT	$38,530	+	$48,737	+	$0	= $87,267	**$87,267**

Tax Year Benefits **Tax Savings**

2014	✓ $	**$181**
2013	✓	$0
2012	✓	$0
2011	✓	$0

2014 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$110,619	$0	$110,619	5.2260 (2.19%)	**$578.09**	32 %
Public Schools: By Local Board	$110,619	$0	$110,619	3.2480 (0.00%)	**$359.29**	20 %
Orange County (General)	$91,315	$0	$91,315	4.4347 (0.00%)	**$404.95**	23 %
City Of Winter Garden	$91,315	$0	$91,315	4.2500 (0.00%)	**$388.09**	22 %
Library - Operating Budget	$91,315	$0	$91,315	0.3748 (0.00%)	**$34.22**	2 %
St Johns Water Management District	$91,315	$0	$91,315	0.3164 (-3.62%)	**$28.89**	2 %
				17.8499	**$1,793.53**	

2014 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

COOPER & SEWELL ADDITION F/39 E 104 FT OF LOTS 5 & 6 BLK F

Total Land Area

14,156 sqft (+/-) | 0.32 acres (+/-) GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-2	1 LOT(S)	$60,000.00	$60,000	$0.00	$60,000

Buildings (include working values)

		Subarea Description	Sqft	Value
Model Code	01 - Single Fam Residence			
Type Code	0102 - Single Fam Class II	BAS - Base Area	1016	$65,349
Building Value	$48,681	FDG - F/Det Garg	880	$28,301
Estimated New Cost	$118,735	FEP - F/Enc Prch	498	$22,448

Actual Year Built	1921	FOP - F/Opn Prch	162	$2,637
Beds	4			
Baths	2.0			
Floors	1			
Gross Area	2556 sqft			
Living Area	1514 sqft			
Exterior Wall	Wood.Shthn			
Interior Wall	Plastered			

Extra Features (include working values)

Description	Date Built	Units	Unit Price	XFOB Value
FPL1 - Basic Fireplace	01/01/2000	1 Unit(s)	$1,500.00	$750
SHNV - Shed No Value	01/01/2000	1 Unit(s)	$0.00	$0

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
12/03/2009	$100	200907216620	09975 / 0176	Special Warranty	Yoder Charles L Yoder Katherine L	Yoder Charles L Tr Yoder Katherine Luff Tr	Improved
05/18/2005	$177,500	200503348600	07975 / 3313	Warranty Deed	Woolington Kaye Frederick Sr Woolington William A Jr	Yoder Charles L Yoder Katherine L	Improved

Similar Sales

Address	Sale Date	Sale Amount	$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
210 W Newell St	06/05/2014	$177,500	$128	Warranty Deed	3/2	20140309354	10762 / 9048

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Lakeview (Middle School)

Principal	Dr. Shirley Fox
Office Phone	407-877-5010
Grades	2014: B | 2013: B | 2012: A

Dillard Street (Elementary)

Principal	Mary Kathrine Boyd
Office Phone	407-877-5000
Grades	2014: B | 2013: A | 2012: B

West Orange (High School)

Principal	Douglas W Szcinski
Office Phone	407-905-2400
Grades	2012: B | 2011: B | 2010: C

Utilities/Services

Electric	Duke Energy
Water	Winter Garden
Recycling (Monday)	Winter Garden
Trash (Thursday, Monday)	Winter Garden
Yard Waste (Monday)	Winter Garden

Elected Officials

State Senate	Geraldine F. Thompson
State Representative	Randolph Bracy
US Representative	Daniel Webster
County Commissioner	S. Scott Boyd
School Board Representative	Christine Moore

Market Stats

Sales Within Last 1 Year

Cooper & Sewell Add

Sales Within Last 6 Months				Sales Between 6 Months To One Year			
Count	**Median**	**Average**	**Volume**	**Count**	**Median**	**Average**	**Volume**

Single Family Residential	1	$177,500 ($128/SqFt)	$177,500 ($128/SqFt)	$177,500

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WINTER GARDEN

The City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
www.wintergarden-fl.gov

7014 0510 0000 6362 3363

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 006.69⁰
0003181214 DEC 02 2014
MAILED FROM ZIP CODE 34787

CHARLES YODER TRUST
KATHERINE YODER TRUST
P O BOX 1203
OAKLAND, FL 34760-1203

14-187

14-187

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CHARLES YODER TRUST
KATHERINE YODER TRUST
P O BOX 1203
OAKLAND, FL 34760-1203

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7014 0510 0000 6362 3363

PS Form 3811, July 2013 Domestic Return Receipt

The City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
www.wintergarden-fl.gov

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.69⁰
0003181214 DEC 02 2014
MAILED FROM ZIP CODE 34787

CHARLES YODER TRUST
KATHERINE YODER TRUST
P O BOX 1203
OAKLAND, FL 34760-1203

14-157

14-157

The City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
www.wintergarden-fl.gov

HAND DELIVERED TO:
130 NORTH LAKEVIEW AVENUE
WINTER GARDEN, FL 34787

CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.877.5144
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

AFFIDAVIT OF HAND DELIVERY/POSTING

CITY OF WINTER GARDEN CODE ENFORCEMENT

WINTER GARDEN CODE ENFORCEMENT CASE: **14-187**

STATE OF FLORIDA}
COUNTY OF ORANGE} SS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **THOMAS KNAPPMAN**, CODE ENFORCEMENT INSPECTOR FOR THE CITY OF WINTER GARDEN, WHO, AFTER BEING DULY SWORN, DEPOSES AND SAYS:

1. THAT HE IS AN EMPLOYEE WITH THE CITY OF WINTER GARDEN, FLORIDA, AND;
2. THAT HE HAND DELIVERED/POSTED A COPY OF THE FOLLOWING DOCUMENT:

   ☒ NOTICE OF VIOLATION
   ☒ NOTICE OF HEARING

   ON THE FOLLOWING PERSON(S) CHARLES YODER TRUST & KATHERINE YODER TRUST AT **130 NORTH LAKEVIEW AVE, WINTER GARDEN, FLORIDA 34787** ON **2ND OF DECEMBER, 2014.**
3. THAT A COPY OF THE DOCUMENT(S) DELIVERED IS/ ARE ATTACHED TO THIS AFFIDAVIT.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 2ND DAY OF DECEMBER, 2014.

THOMAS KNAPPMAN, CODE ENFORCEMENT INSPECTOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2ND DAY OF DECEMBER, 2014 BY THOMAS KNAPPMAN, WHO IS PERSONALLY KNOWN TO ME.

Megan S. D'Avila
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE199215
Expires 7/8/2016

NOTARY PUBLIC: MEGAN S. D'AVILA
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JULY 8, 2016

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: **17500 Marsh Road**
Four Corners UVPUD
Developer's Agreement

Issue: Developer's Agreement for the Four Corners UVPUD.

Recommended Action:

Staff recommends approval of the Four Corners Developer's Agreement. This Developer's Agreement approval request is being considered in conjunction with a rezoning request for the Four Corners UVPUD, Ordinance 15-04.

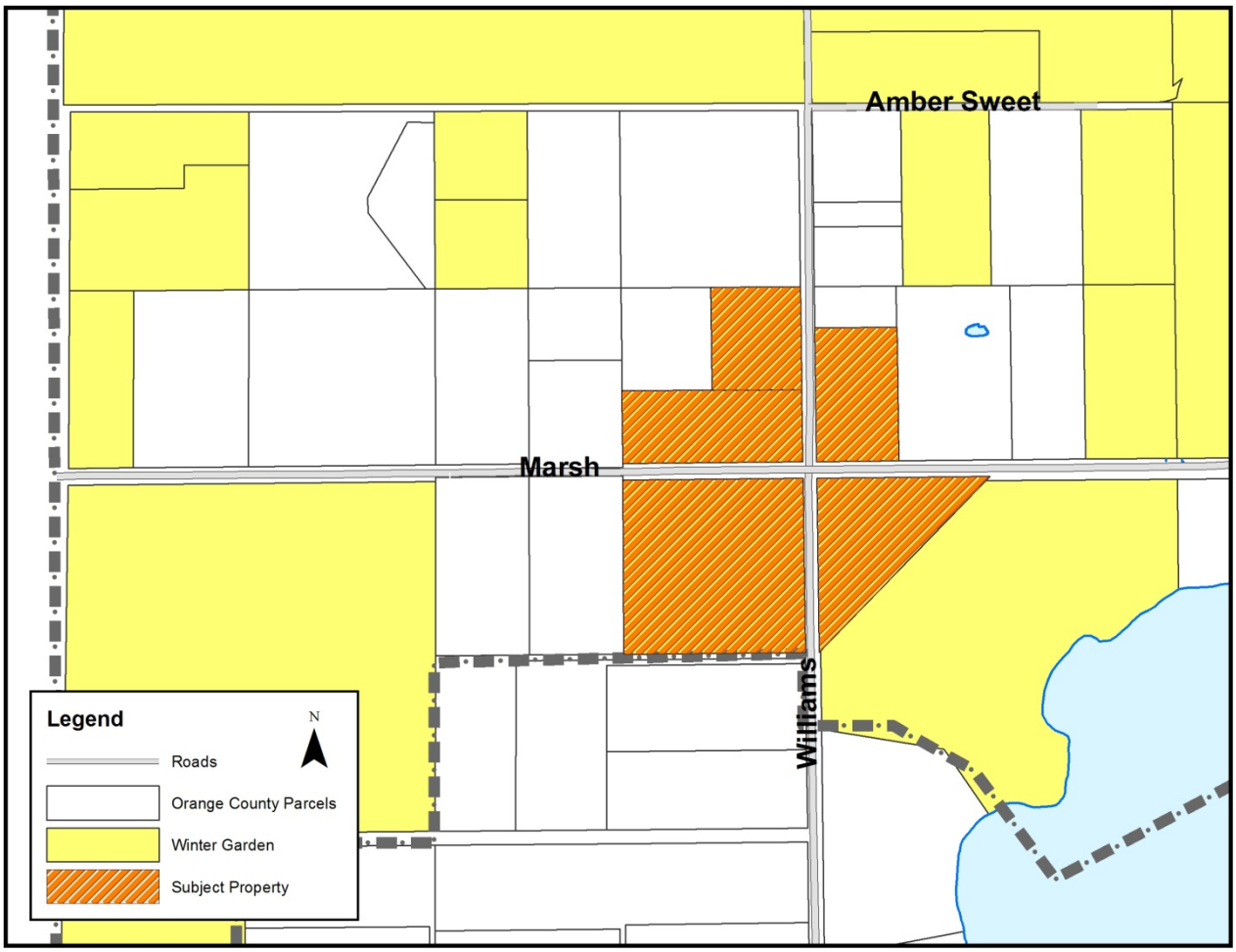
Attachment(s)/References:

Location Map
Four Corners Developer's Agreement

LOCATION MAP

Ordinance 15-04

Four Corners UVPUD



This Instrument Prepared by and Return to:

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

Tax Parcel Numbers: 06-23-27-4284-08-410
06-23-27-4288-08-330
06-23-27-4288-08-302
06-23-27-4288-08-310

FOUR CORNERS DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "**Agreement**") is made this 1st day of Dec, 2014, by and among the CITY OF WINTER GARDEN, a Florida municipal corporation (the "**City**"), and Leyott Corporation, a Florida corporation, McKinnon Groves LLLP, a Florida limited partnership, and McKinnon Corporation, a Florida corporation (collectively, the "**Developer**").

RECITALS:

A. Developer is the fee simple owner of those certain four parcels of real property generally located at each corner of the intersection of Marsh Road and Williams Road in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto (the "**Subject Property**"); and

B. The Subject Property represents a portion of the Urban Village area depicted on Figure 1.2 in the Future Land Use Element of the City's Comprehensive Plan (the "**Urban Village Area**"); and

C. Policy 1-1.2.12 of the Future Land Use Element of the City's Comprehensive Plan addresses development within the Urban Village Area and references an anticipated total development program to include approximately 2,140 residential dwelling units ("**RDU(s)**") and approximately 115,000 square feet of commercial uses; and

D. The Subject Property is zoned UVPUD, Urban Village Planned Unit Development, and subject to and governed by City of Winter Garden Ordinance No. 15-04 (the "**PUD Ordinance**"); and

E. Pursuant to the PUD Ordinance, the Subject Property is to be developed with no more than 115,000 square feet of commercial uses and up to 3 residential dwelling units per acre within the 500' Rural Settlement Buffer (the "Project"); and

F. The Developer shall comply with all provisions of the PUD Ordinance in the development of the Subject Property in addition to other approvals by the City; and

G. Development of the Project remains subject to certain approvals by the City, including, but not limited to, final site plan, construction plan, final plat , and issuance of building permits, certificates of occupancy and certificates of completion; and

H. The impact of such a development on public infrastructure and services, including, but not limited to, roads, the connection of improvements to be constructed on the Subject Property to the City's public infrastructure, stormwater drainage, sanitary sewer, potable water, police, and fire will be significant given the infrastructure needs generated by the Project; and

I. Development of the Subject Property at the intensity and configuration proposed requires the Developer to perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan and state law and otherwise address the impacts generated by the Project; and

J. Developer acknowledges that there are inadequate public facilities, infrastructure and services existing at this time to adequately serve the Project and, the City has planned for specific roadways, utilities, and other public facilities that are expected to be sufficient to address the inadequacies to meet the needs of the Urban Village Area as set forth in Policy 1-1,2,12; therefore, the Developer will need to provide or contribute to certain public facilities, infrastructure and services for the Subject Property, perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, regulations, policies and state law; and

K. The Developer acknowledges that construction of the improvements and obligations required herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the City, the Urban Village Area, the Developer and the Subject Property; and

L. The City has identified the need for certain improvements in order to accommodate Developer's development of the Subject Property and future surrounding development including, but not limited to, the construction of right-of-way improvements and installation of potable water mains, sanitary sewer mains, reclaimed water mains and other improvements more particularly described herein; and

M. Pursuant to the Code of Ordinances and the PUD Ordinance, Developer is required to cause or contribute to the installation, construction and extension

of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Subject Property based on minimum design requirements established by the City Codes and/or Ordinances; and

N. The Developer and City agree, as more particularly set forth herein, that the Developer, or its independent contractors, shall, prior to development of any portion of the Subject Property, install, construct and extend certain oversized public utility mainlines and other public infrastructure, in consideration of City's financial contribution to the costs associated with the Oversizing of public infrastructure in connection with Phase I beyond that which is necessitated by the development of the Project; and

O. This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority and as a condition of the PUD Ordinance; and

P. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the Oversizing of the infrastructure and road improvements, the development of the Project and Subject Property, and other matters as provided for herein.

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

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

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

3. Utility Main Lines.

A. Utility Main Lines. As part of the Developer's construction of the site infrastructure for the Project, the Developer shall prior to development of any portion of the Subject Property, at its expense, (and once commenced) diligently pursue the design, permitting, installation and construction of a sanitary sewer force main, potable water main and reclaimed water main from the existing point of connection on Marsh Road and extend west to the Subject Property consistent with the City Code

requirements (collectively herein the "**Utility Main Lines**"). Said Utility Main Lines shall be designed, permitted, installed and constructed in accordance with the City's Code, regulations, policies and requirements. The parties acknowledge that the design, permitting, installation and construction of the Utility Main Lines is an obligation of the Developer prior to development of any portion of the Subject Property and that the Developer desires to assume such obligation for its own purposes and benefit and to provide for its design, permitting, installation and construction as part of this Agreement.

B. Timing of Improvement. In the event that any other property is in need of the Utility Main Lines or any portion thereof for development purposes before Developer can commence construction of the Utility Main Lines, and the Utility Main Lines or a portion thereof is constructed by the City, or anyone else, Developer agrees that it shall reimburse, at the earlier of commencement of development of any portion of the Subject Property or five (5) years after the certificate of completion for the Utility Main Lines or portion thereof is issued, the City or at the City's direction, the party that caused the construction of the Utility Main Lines, or a portion thereof, to occur for Developer's fair share of the completion cost consistent with the City Code.

C. Completion. Upon completion of the Utility Main Lines, if constructed by Developer, the Developer shall request the City Engineer inspect such improvements and seek to obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Utility Main Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Utility Main Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Utility Main Lines has been completed in accordance with approved designed plan, (iv) the granting of utilities easements deemed necessary by the City, to the City under, across and through those portions of the Subject Property needed for the City's operation, maintenance and repair of the Utility Main Lines in a form acceptable to the City, to the extent they are not installed within the public right of way, and (v) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the Utility Main Lines. The Utility Main Lines shall be deemed completed upon Developer satisfying all of the conditions of this Section 3 ("**Utility Main Lines Completion**").

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

4. Marsh Road/Williams Road Intersection.

A. In order to support the development of the Project and other properties in the Urban Village Area and to accommodate the background traffic, it is necessary to widen and improve the intersection of Marsh Road and Williams Road in a manner as generally depicted in the schematic attached hereto as **Exhibit "B"** (the "Intersection Improvements").

B. Conveyance of Right-of-Way. Developer shall, at no cost to the City, convey the approximately 1.37 +/- acres of land from the Subject Property as more specifically described in the attached **Exhibit "B"** along with that certain land owned by Developer needed for the widening and extension of North Williams Road described in **Exhibit "C"** attached hereon (collectively the "**Right-of-Way Property**") which is necessary to accommodate the Intersection Improvements and utilities serving the Project and being installed pursuant to this Agreement. The Right-of-Way Property shall be conveyed by the Developer to the City by special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The Right-of-Way Property shall be conveyed to the City no later than thirty (30) days from the Effective Date of the PUD Ordinance. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall, at least ten (10) days prior to the conveyance of the Right-of-Way Property to the City, provide to the City a boundary survey of the Right-of-Way Property certified to the City and a current attorney's opinion of title or a current title commitment. If the City determines there are any matters of record or matters in the survey and/or the title opinion or title commitment which are not acceptable to the City, the City shall notify Developer and the Developer shall cure the City's objections; however, if such cure should fail to be completed in a manner and within a period acceptable to the City, the City, in its discretion, may terminate this Agreement and the approvals of the Subject Property which were conditioned, in whole or in part, upon this Agreement, including without limitation, Ordinance 15-04, shall be null and void. Promptly after conveyance of the Right-of-Way Property, Developer shall cause a policy of title insurance to be issued, evidencing that fee simple title to the Right-of-Way Property is owned by the City and free and clear of all liens and encumbrances except for those matters acceptable to the City. The cost and expenses related to the conveyance of the Right-of-Way Property including the cost of title work and survey shall be borne solely by the Developer. Real property taxes on the Right-of-Way Property shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed by the Developer in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Developer shall be responsible for real property taxes for the entire year. Developer shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Right-of-Way Property to the City. Neither the Developer nor Developer's successors and assigns nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required conveyance of the Right-of-Way Property to the City.

C. Proportionate Fair Share Contribution. A study by the City was conducted to identify the proposed developments' traffic impact on the Marsh Road and Williams Road intersection (the "**Road Study**") and such study has determined that the Subject Property and the adjacent developments will have a significant traffic impact said intersection. A portion of the costs of the design, engineering, permitting, installation, construction, provision and completion of the Intersection Improvements shall be borne by the Developer and Subject Property consistent with the terms of this Agreement.

The Developer's share of the Intersection Improvements cost is calculated based upon Developer's/Subject Property's proposed intensity and density of uses. According to the Road Study the development of the Subject Property causes a certain percentage of the impacts on the Marsh Road and Williams Road intersection. City and Developer agree that Developer's fair share allocation is **15%** of the total actual cost of the design, engineering, permitting, installation, construction, provision, testing, completion and inspection of the Intersection Improvements (collectively the "Proportionate Share Payment").

The estimated cost for the design, surveying, engineering, permitting, installation, construction, provision, testing, completion and inspection of the Intersection Improvements is $1,600,000.00 ("**Cost Estimate**"). Therefore, based on the Cost Estimate, the Proportionate Share Payment for the Project and Subject Property is agreed to be fixed at Two-Hundred and Forty Thousand and 00/100 Dollars ($240,000.00). The Developer acknowledges and agrees that the Proportionate Share Payment is proportionate to the impacts of the development of the Subject Property on Marsh Road and Williams Road intersection and that the Intersection Improvements provide a direct benefit to the Subject Property.

The Developer shall pay the Proportionate Share Payment to the City by paying the Proportionate Share Payment in increments prior to issuance of any building permit for any structure on the Subject Property. Each incremental payment will be made based upon the proportion that the square footage (or its equivalent) of the development requested under the building permit bears to the total square footage (or its equivalent) of the development approved for the Subject Property. The Subject Property shall not obtain or be issued a certificate of completion or final plat or final site plan approval unless and until the Proportionate Share Payment is paid.

In the event Developer fails to timely make the Proportionate Share Payment in accordance with the schedule set forth above, Developer shall have no right to proceed with any portion of the development on the Subject Property and the City may withhold any and all approvals, permits and certificates of occupancy relating to the Project and/or place a stop work order on any construction activities related to the Project. The Project and Developer shall receive no impact fee credits for making the Proportionate Share Payment.

5. Lift Station. Prior to the issuance of any certificate of occupancy related to any building associated with each phase of the Project, if required by the City Approvals, the Developer shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of a size and capacity and in a location required by conditions of development approvals to accommodate the anticipated sanitary sewer flow requirements of each phase of the Project (the "**Lift Station**"). Upon completion of the Lift Station, the City Engineer shall inspect such improvements, and Developer shall seek to obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving such certificate of completion, Developer shall execute and deliver to the City: (i) invoices for construction costs of the Lift Station, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Lift Station has been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and contractor warranties, if any, for the Lift Station after the City Engineer certifies that the Lift Station is properly constructed, (v) a special warranty deed conveying the area on which the Lift Station is located, to the extent not constructed upon public right of way (the "**Lift Station Tract**"), free and clear of all liens and encumbrances except for those matters acceptable to the City, to the City after the City Engineer certifies that the Lift Station is properly constructed, and (vi) access easement in favor of the City for ingress and egress to and from the Lift Station Tract, to the extent deemed necessary by the City. The Lift Station shall be deemed completed upon Developer satisfying all of the conditions of this Section 5 ("**Lift Station Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Lift Station Completion. Upon the occurrence of the Lift Station Completion, the City will take over ownership, operation and maintenance responsibility for the Lift Station.

6. Water Tank Site. The City has received a report prepared by CPH dated March 21, 2013, that addresses the appropriate sizing and timetable for the design, permitting and construction of reuse and potable water pumping stations/storage tanks (the "Tanks") needed in order to support the proposed development of the Urban Village Area, including the Subject Property and the Project. The Developer acknowledges and agrees with the conclusions of the CPH Report and that the existing potable water and reclaimed water flow pressure of the City's utility system within the Urban Village Area is insufficient to support the development of the Property and the Subject Property and that the prompt design, permitting and construction of the Tanks is vital to support the development of the Urban Village Area, including the Subject Property and the Project.

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

agrees to design, permit, construct and operate the Tanks, at its sole cost and expense, through the use of impact fees or other sources as the City may designate.

Within 30 days from the Effective Date of the PUD Ordinance, the Developer shall, at no expense to the City, convey the Tanks Site to the City by special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall, at least ten (10) days prior to the conveyance of the Tanks Site to the City, provide to the City a boundary survey of the Tanks Site certified to the City and a current attorney's opinion of title or a current title commitment. If the City determines there are any matters of record or matters in the survey and/or the title opinion or title commitment which are not acceptable to the City, the City shall notify Developer and the Developer shall cure the City's objections; however, if such cure should fail to be completed in a manner and within a period acceptable to the City, the City, in its discretion, may terminate this Agreement and the approvals of the Subject Property which were conditioned, in whole or in part, upon this Agreement, including without limitation, Ordinance 15-04, shall be null and void. Promptly after conveyance of the Tanks Site, Developer shall cause a policy of title insurance to be issued, evidencing that fee simple title to the Tanks Site is owned by the City and free and clear of all liens and encumbrances except for those matters acceptable to the City. The cost and expenses related to the conveyance of the Tanks Site including the cost of title work and survey shall be borne solely by the Developer. Real property taxes on the Tanks Site shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed by the Developer in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Developer shall be responsible for real property taxes for the entire year. Developer shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Tanks Site to the City. Neither the Developer nor Developer's successors and assigns nor any other person or entity shall be entitled to any impact fee credits or other compensation of any kind for, on account of, or with respect to the required conveyance of the Tanks Site to the City.

The City and Developer understand that if the Tanks are not fully constructed and operational by the building permit being issued for the 914th residential dwelling unit (RDU) or its non-residential equivalent within the Urban Village Area ("Tanks Operational Deadline"), the potable water and reclaimed water flow pressure may be insufficient to support further development within the Urban Village Area, and the City may be forced to and the Developer agrees that the City shall have the right to withhold issuance of further building permits for the Project. In the event the Tanks Operational Deadline is not timely met, regardless of the phase or status of development and regardless of the reason for such deadline not being met, no further plat approvals, site plan approvals, or building permits shall be issued for the Project or any phase thereof and the City shall have the right to withhold and not process any further plat or building

permit requests concerning the Project and Subject Property, and Developer hereby assumes such risk.

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

7. Internal Utility Lines. Prior to and as a condition precedent to receipt of a certificate of completion from the City Engineer for sewer, water and reclaimed water utility lines internal to the Project (the **"Internal Utility Lines"**) and before issuance of any certificates of occupancy for any dwelling units for the Project, Developer shall execute and deliver to the City: (i) invoices for construction costs of such Internal Utility Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Internal Utility Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Internal Utility Lines have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Internal Utility Lines. The Internal Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this Section 7 (**"Internal Utilities Lines Completion"**). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Internal Utilities Lines Completion. Upon the occurrence of Internal Utilities Lines Completion, the City will take over ownership, operation and maintenance responsibility of the Internal Utility Lines.

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

9. Dedications/Conveyances. Any dedications and/or conveyances to the City required under this Agreement or as part of final plat or final site plan approval shall be dedicated and/or conveyed, as applicable (special warranty deed), unencumbered by any lien, mortgage, easement or any other encumbrance or restriction not reasonably unacceptable to the City. Within five (5) days after the Effective Date, the Developer, at the Developer's cost, shall provide for all lands and properties to be conveyed/dedicated to the City under or pursuant to this Agreement, a Phase I environmental study and report from an environmental consultant acceptable to the City, which study and report shall be certified to and noted therein for the express benefit and reliance on by the City. If prior to conveyance the City requests any further environmental studies, investigations, or reports, the Developer, at the Developer's cost, shall provide such within ten (10) days of the City's request. In the event that the City, in its sole discretion, determines that all or any portion of the dedications and/or conveyances to the City required or contemplated under this Agreement or as part of the final plat or site plan approval are unacceptable to the City, (i) as to the Tank Site, the parties shall meet and discuss in good faith other lands for the Tanks Site that the City determines acceptable from the Developer to replace the unacceptable lands from the adjacent property owned by developer, all subject to the same title and pollution-free requirements as the lands referenced in the Agreement, (ii.) as to the Right-of-Way Property, the City may require the Developer, at the Developer's cost, to provide the City with an insurance policy with the City as the named insured covering the costs, fees, damages, penalties and liabilities related to any contamination in an amount reasonably required by the City or indemnify and hold harmless the City as set forth below, or (iii) failing either (i) or (ii) either party may terminate this Agreement. In the event of termination of this Agreement, the approvals of the Subject Property which were conditioned, in whole or in part, upon this Agreement, including without limitation, Ordinance 15-04, shall be null and void. For all dedications/conveyances to the City excluding the Tanks Site, and excluding the Right-of-Way Property if an insurance policy for contamination as called for in subparagraph 9.ii is provided to the City, the following provision shall apply: Developer hereby indemnifies and holds the City harmless from any and all claims, damages, penalties, fines, attorneys' fees (at appellate and trial levels), costs, including but not limited to clean-up costs and other matters arising out of or any way related to environmental pollution and contamination on any and all real property interests granted, dedicated, gifted, and otherwise conveyed by the Developer to the City, but excluding any environmental pollution or contamination that occurs after the date of such conveyance unless such environmental pollution or contamination is caused by Developer.

10. Utility Improvements.

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

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

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

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

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

12. Indemnity. The Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law and in equity), disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement (including, without limitation, as set forth in Paragraph 6) and the Developer's and its officers', employees' and agents' negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to the Developer's exercise of (or failure to exercise) the rights or obligations of the Developer under this Agreement and for the risk assumed by Developer under this Agreement.

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

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

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

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

Developer: Leyott Corporation, McKinnon Groves LLLP and
McKinnon Corp. c/o Maurice M. Boyd
15400 Oakland Avenue
Winter Garden, Florida 34747

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

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

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

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

18. Binding Effect and Successors. This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. Excluding the City, Developer and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

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

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

preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

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

21. Impact Fees.

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

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

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

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

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

Agreement, the Agreement must be amended and approved by the City prior to the continuation of any development activities within the Subject Property.

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

Furthermore, Developer represents and warrants to City that it is the fee simple owner of the Subject Property, free and clear of any mortgages, liens or other encumbrances which will require the consent of that party to perform the obligations contained in this Agreement, or, in the event such an encumbrance exists, Developer at Developer's sole cost, shall obtain the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Subject Property. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

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

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

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

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

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

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

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

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

31. Reimbursement. On or before thirty (30) days after the date of invoicing, Developer shall reimburse the City for all the City's direct costs, expenses and fees incurred relating to the review, processing, inspection, and regulation (or any combination thereof) of applications related to the Project, including without limitation, the City's consultants', engineers' and attorneys' fees, concerning the preparation of this

Agreement and for other development review expenses in accordance with Chapter 88, City of Winter Garden Code of Ordinances.

32. Time is of the Essence. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

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

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

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

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

Exhibit A	Legal Description of Subject Property
Exhibit B	Intersection Improvements/Right-of-Way
Exhibit C	North Williams Road Right-of-Way
Exhibit D	Tanks Site

"DEVELOPER"

McKinnon Corporation, a Florida profit corporation

Ashley Boyd
Print Name: Ashley Boyd
Witness

Maurice M Boyd
By: Maurice M. Boyd
Its: President

Print Name:
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this December 1, 2014 by Maurice M. Boyd as President of McKinnon Corporation. He (check one) ☑ is personally known to me, or ☐ has produced a valid driver's license as identification.

Nancy J McCarthy, FL, Orange Cty
Notary Public, State and County Aforesaid
Name:
My Commission Expires:
My Commission Number is:

NANCY J. MCCARTHY
MY COMMISSION # EE 188248
EXPIRES: April 10, 2016
Bonded Thru Notary Public Underwriters

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"DEVELOPER"

McKinnon Groves LLLP, a Florida limited liability partnership

Ashley Boyd
Print Name: Ashley Boyd

Witness

Maurice M Boyd
By: McKinnon Corporation, a Florida corporation, its general partner

By: Maurice M Boyd
Maurice M. Boyd, President

_____
Print Name:_____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this December 1, 2014 by Maurice M. Boyd as President of McKinnon Corporation, as general partner of McKinnon Groves LLLP. He (check one) ☑ is personally known to me, or ☐ has produced a valid driver's license as identification.

Nancy J McCarthy, FL, Orange Cty.
Notary Public, State and County Aforesaid
Name:_____
My Commission Expires: _____
My Commission Number is: _____

NANCY J. MCCARTHY
MY COMMISSION # EE 188248
EXPIRES: April 10, 2016
Bonded Thru Notary Public Underwriters

AGREED by the City Commission of the City of Winter Garden, Maurice M. Boyd and McKinnon Corporation as of the day first written above.

"CITY"

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

By:_____
JOHN REES, MAYOR

By:_____
KATHY GOLDEN, CITY CLERK

"DEVELOPER"

Leyott Corporation, a Florida corporation

_____
By: Maurice M. Boyd, President

_____
Print Name: Ashley Boyd
Witness

_____
Print Name:_____
Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this December 1 ___, 2014 by Maurice M. Boyd, as President of Leyott Corporation, a Florida corporation. He (check one) ☑ is personally known to me, or ☐ has produced a valid driver's license as identification.

_____, FL, Orange Cty.
Notary Public, State and County Aforesaid
Name:_____
My Commission Expires: _____
My Commission Number is: _____

NANCY J. MCCARTHY
MY COMMISSION # EE 188248
EXPIRES: April 10, 2016
Bonded Thru Notary Public Underwriters

Exhibit "A"
Legal Description of Subject Property

LEGAL DESCRIPTION

PARCEL A (ORB 4452, PG 4660)

THE N 395 FEET OF THE E 1/2 OF LOT 30H AND THE N 395 FEET OF THE W 1/2 OF LOT 30H, LAKE AVALON GROVES REPLAT, PLAT BOOK H, PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ALL IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST.

PARCEL B (PER PROPERTY APPRAISER WEBSITE)

LAKE AVALON GROVES REPLAT H/81 W1/2 OF LOT 30-H (LESS N 371 FT) & E1/2 OF LOT 30-H (LESS 371 FT).

PARCEL C

LOT 33H, LAKE AVALON GROVES, AS RECORDED IN PLAT BOOK H, PAGE 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

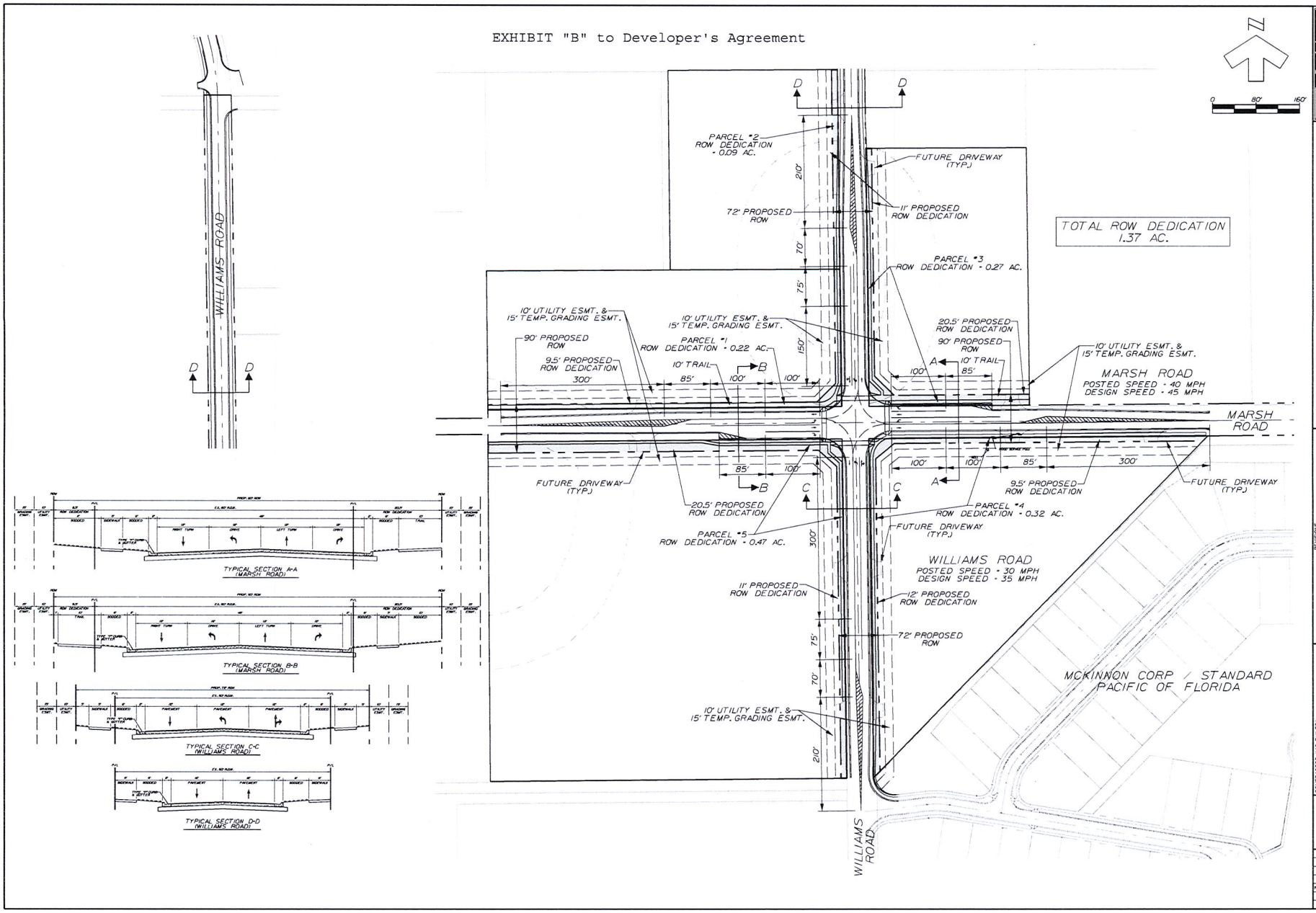
PARCEL D (ORB 3308, PG 1285)

THE SOUTH ONE QUARTER OF TRACT 17-D, AND THE SOUTH ONE-HALF OF TRACT 18-D, AND ALL OF TRACT 41-H, OF LAKE AVALON GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E (ORB 2937, PG 479)

THE WEST 4.37 ACRES OF LOT 31, BLOCK H, LAKE AVALON GROVES, AS RECORDED ON PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS: BEGIN AT THE NORTHWEST CORNER OF LOT 31-H, LAKE AVALON GROVES , AS RECORDED IN PLAT BOOK H, PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THEN RUN SOUTH ALONG THE WESTERN BOUNDARY OF SAID LOT 31-H, A DISTANCE OF 148 FEET, THEN RUN EAST PARALLEL TO THE NORTHERN BOUNDARY OF SAID LOT 31-H, A DISTANCE OF 295 FEET, THEN RUN NORTH AND PARALLEL WITH THE WESTERN BOUNDARY OF SAID LOT A DISTANCE OF 148 FEET TO THE NORTH LINE OF SAID LOT THEN RUN WEST ALONG SAID NORTH LINE 295 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT "B" to Developer's Agreement



BOWYER SINGLETON

FLORIDA

WINTER GARDEN

ROW DEDICATION EXHIBIT

CORPORATE OFFICE - 1200 SOUTH ORANGE AVENUE - ORLANDO, FLORIDA 32806
ORLANDO - JACKSONVILLE - MONTEREY - PENSACOLA - TALLAHASSEE

REVISIONS		
DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"
Hereby, state that these "As-Builts" were furnished to me by a qualified licensed land surveyor employed under my direct supervision have reviewed these "As-Builts" and find them to be in compliance with my knowledge of what was actually installed in accordance with my approved plans and observations of the construction.

Contractor's Name _____

Engineer _____

Not valid without the signature and the original seal of a Florida Registered Engineer

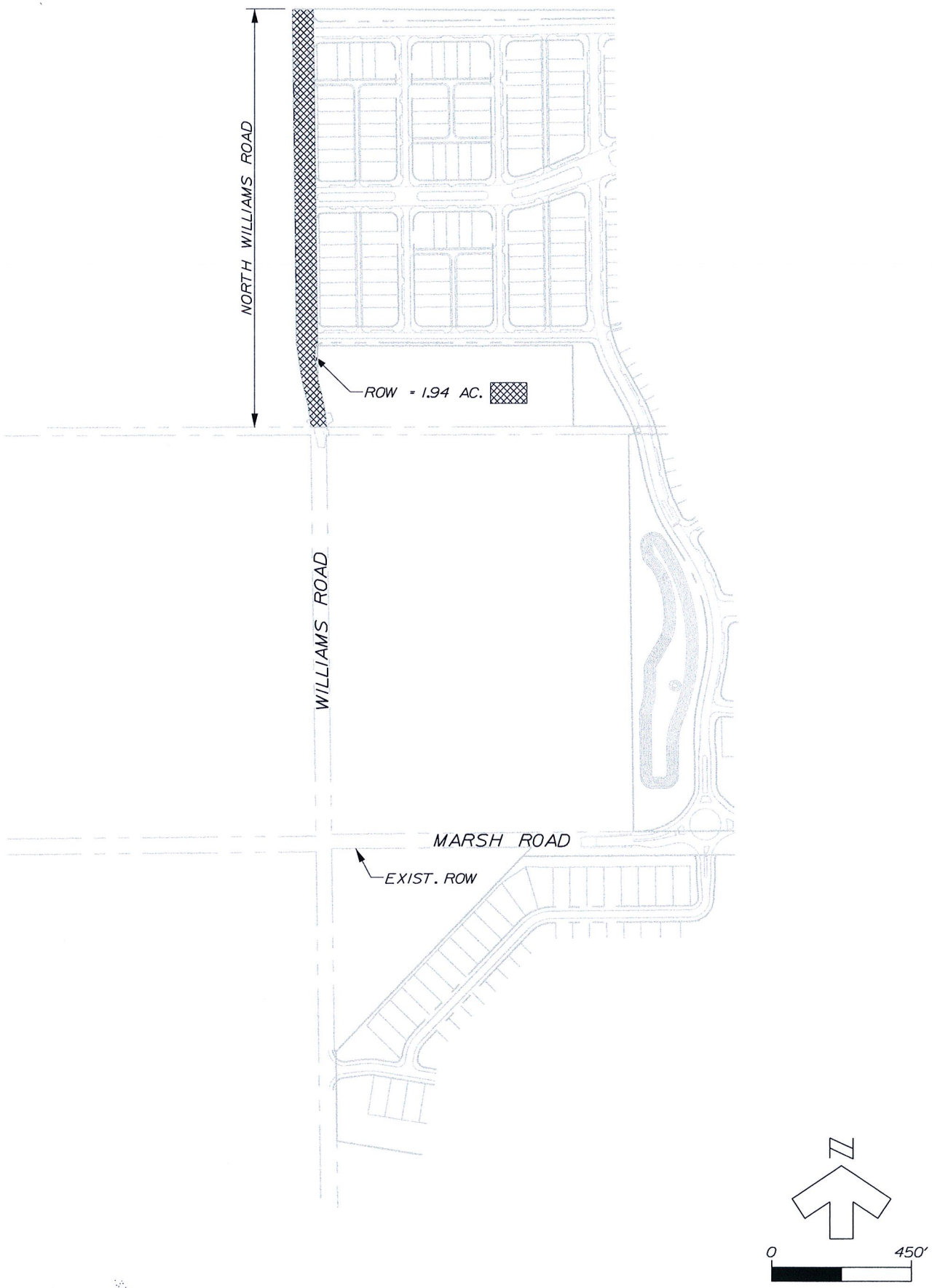
DATE	AUGUST 2014
DESIGNED	SMH
CHECKED	MSS
SCALE	1"=80'
PROJECT NO.	CDW03/FOUR CORNERS
FILE NAME	FC Turn Lanes Exhibit
SHEET	

N:\Base 151

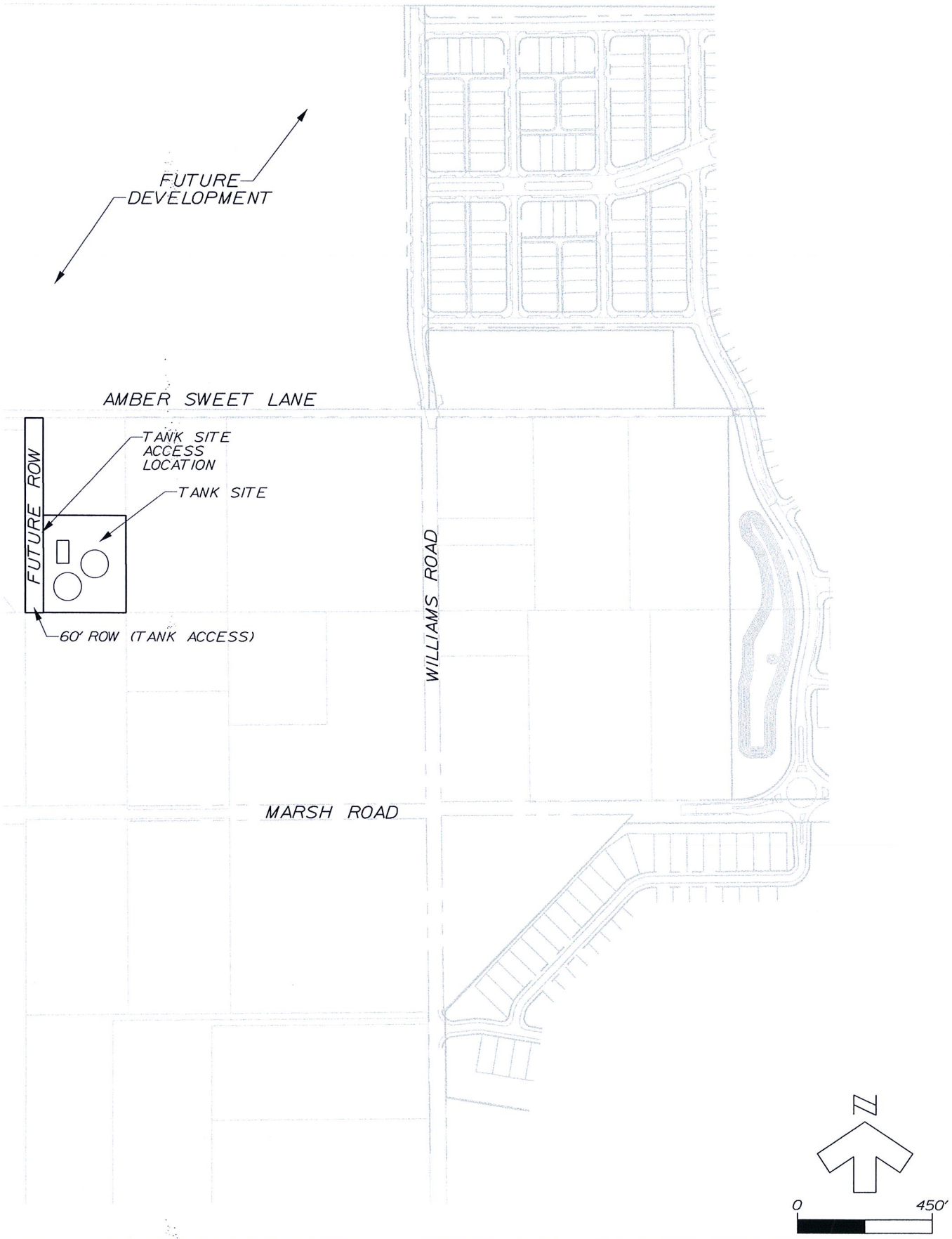
11/17/2014

V:\C Turn Lanes Exhibit.dgn

1:19:42 PM



BOWYER SINGLETON	TYPE: EXHIBIT DATE: MAY 2014 PROJECT NO.: EDWD3 DRAWN BY: SKH CHECKED BY: MSS SCALE: 1" = 450' SHEET: 1 OF 1	RIGHT-OF-WAY PROPERTY	EXHIBIT "C"



BOWYER SINGLETON

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

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **December 4, 2014** **Meeting Date: December 11, 2014**

Subject: Final Plat
Oakland Park Phase 2A (19.68 +/- Acres)

Issue: Consideration of the Final Plat of 63 single family residential lots in a 19.68+/- acre portion of the 23.7+/- acre Phase 2 of the Oakland Park subdivision to be platted as Phase 2A. The Preliminary Plat of Oakland Park Phase 2 for a total of 80 lots was approved by the Planning and Zoning Board on July 1, 2013, and Phase 2B was approved for 17 single family residential lots by City Commission on June 12, 2014.

Discussion:

The applicant is requesting approval the Final Plat of 63 lots in 19.68+/- acres of the Oakland Park subdivision to be platted as Phase 2A. 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:

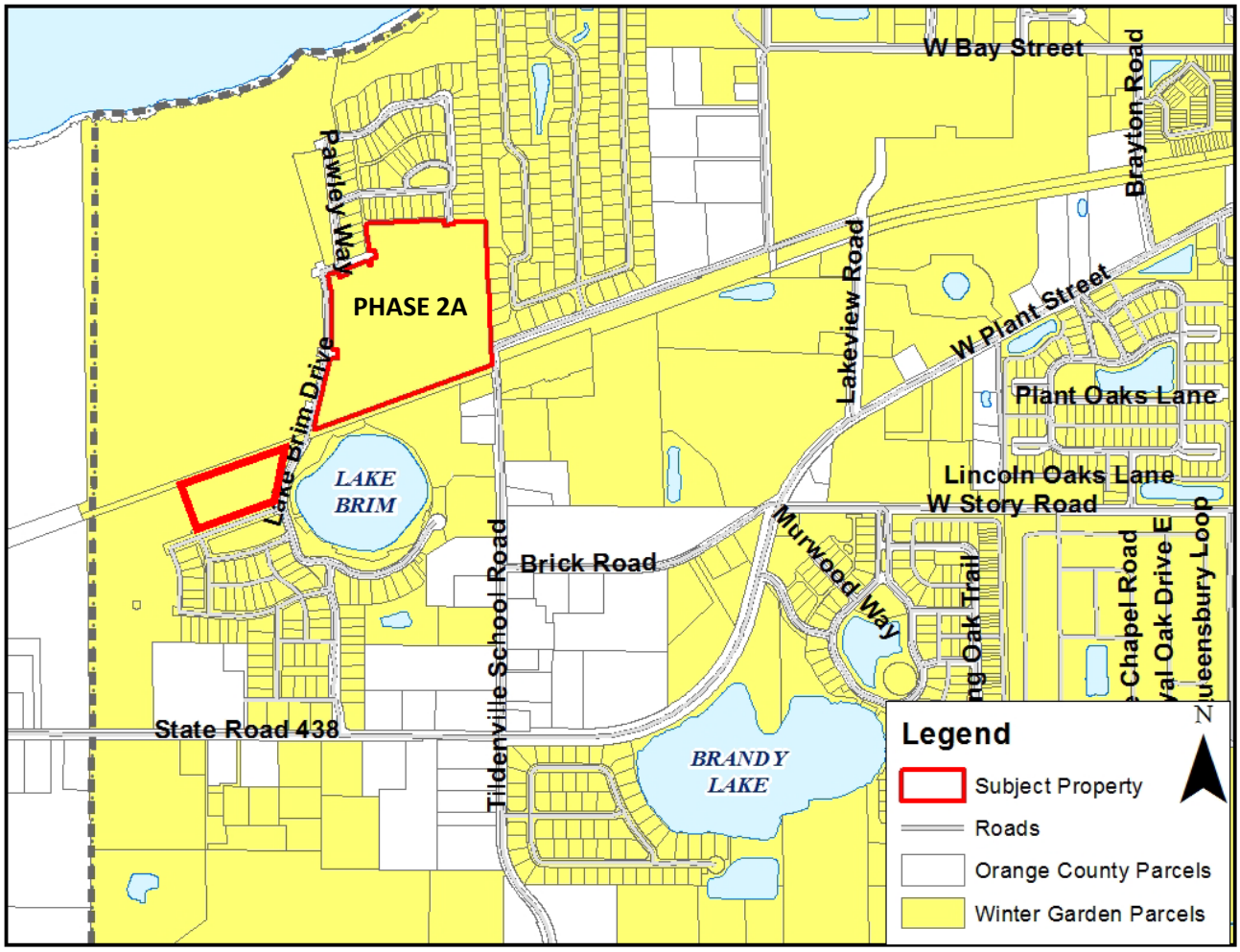
Staff recommends approval of the Oakland Park Phase 2A Final Plat. (See attached Staff Report)

Attachments/References:

Location Map
Staff Report
Final Plat

LOCATION MAP

OAKLAND PARK PHASE 2



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

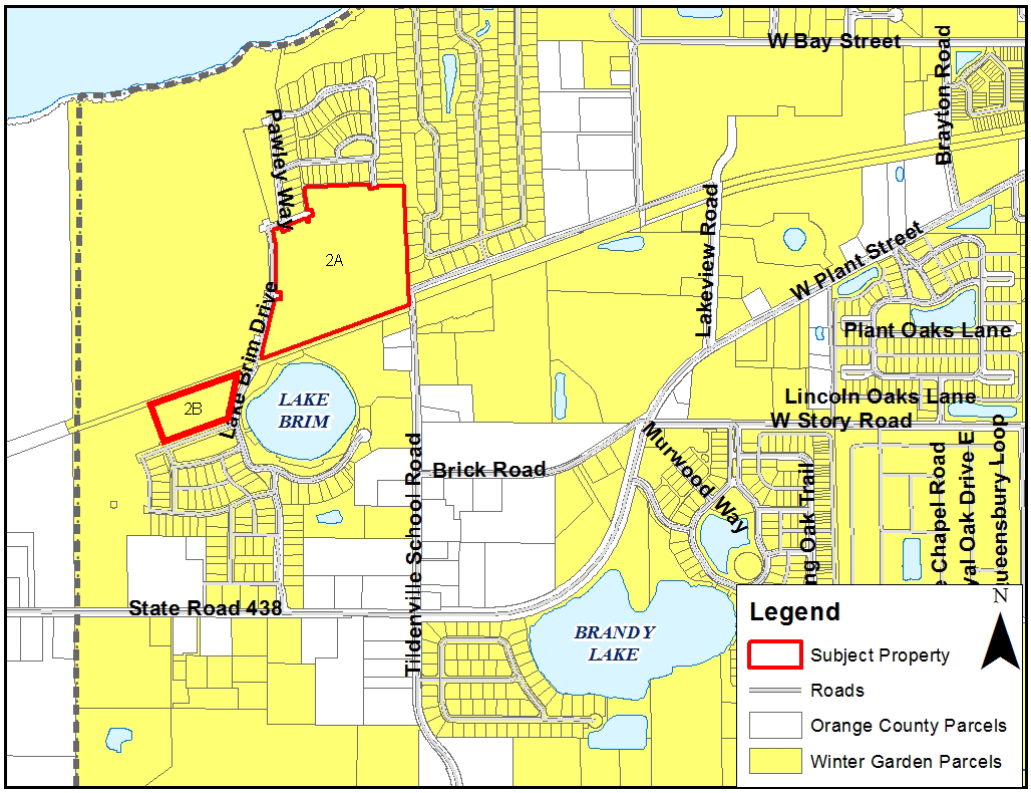
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 4, 2014
SUBJECT: OAKLAND PARK PHASE 2A - FINAL PLAT
951 Lake Brim Drive (19.68+/- ACRES)
PARCEL ID # 21-22-27-6090-00-004

APPLICANT: Lake Apopka 2012, LLC

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Land Development Regulations, Comprehensive Plan, and Future Land Use Map

The subject property, located on Lake Brim Drive, is approximately 19.68± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting approval of the Final Plat of 19.68+/- acres to be platted as Oakland Park Phase 2A for 63 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 Low Density Residential on the Future Land Use Map of the Comprehensive Plan.

EXISTING USE

The preliminary plat for 80 lots was approved by the planning and zoning board on July 1, 2013. Phase 2B was approved for 17 single family residential lots by City Commission on June 12, 2014. Site work for the subdivision is currently underway.

ADJACENT LAND USE AND ZONING

The Oakland Park Property is bordered on the north by Lake Apopka, the properties located to the east are made up of a single family residential subdivision (R-1) and a commercial warehousing facility (R-1) within the City of Winter Garden, and Tildenville Elementary School (A-1) and several single family residences (A-1) located in Unincorporated Orange County. The Oakland Park Property abuts property on the west side, which they also own, located within the Town of Oakland municipal limits. The properties located to the south of the Oakland Park Property consist of single family residential properties (R-1) and vacant unimproved commercial properties along SR 50 (PCD & C-2) within the City of Winter Garden, and single family residential properties (A-1 & A-2) within Unincorporated Orange County.

PROPOSED USE

The applicant is requesting approval of Final Plat of 19.68+/- acres to be platted as Oakland Park Phase 2A for 63 single family residential lots.

PUBLIC FACILITIES ANALYSIS

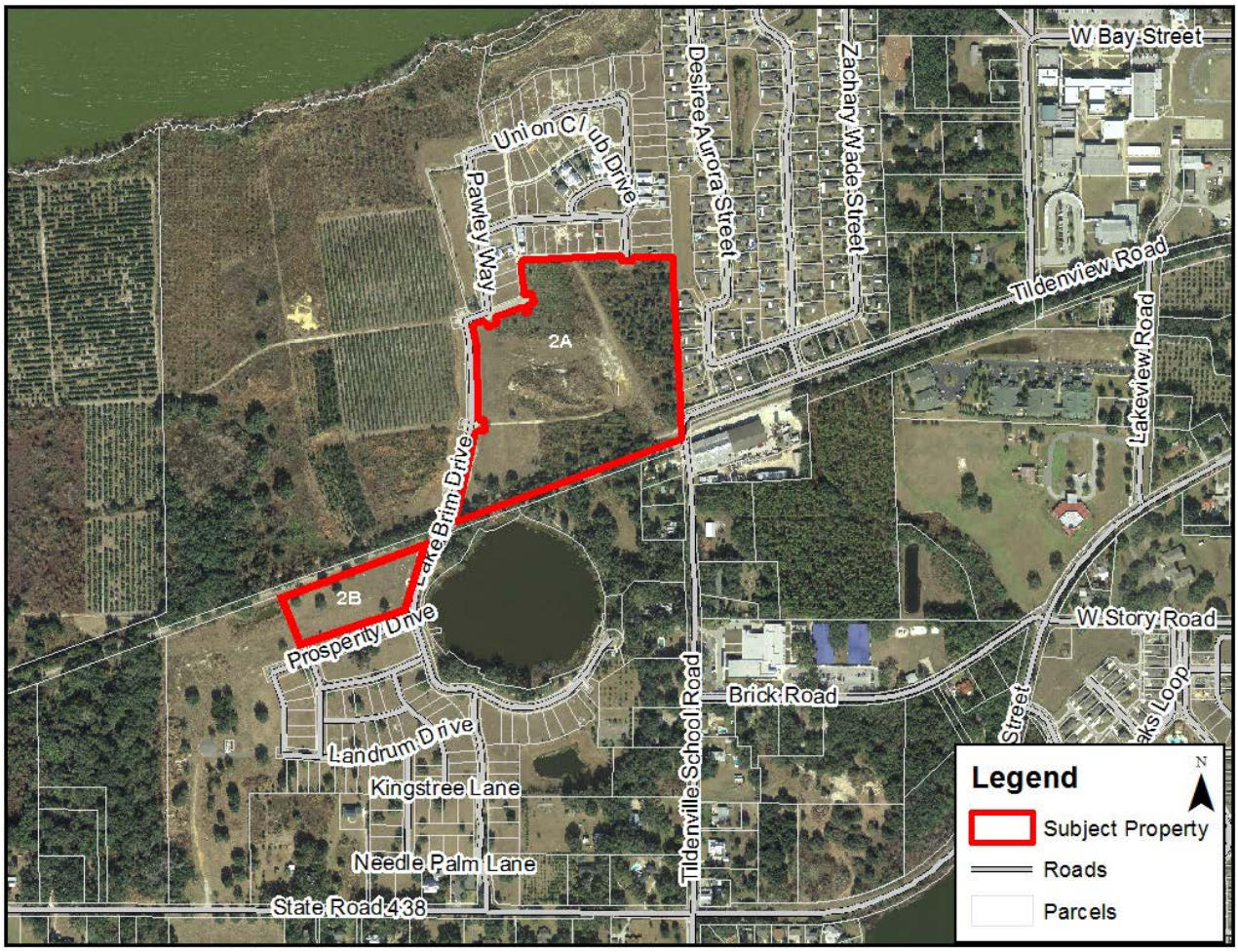
The Oakland Park PUD subdivision will be developed in multiple phases. Infrastructure in the form of roads, water, sewer, and reclaimed water service are being installed to support the approved subdivision.

SUMMARY

City Staff recommends approval of the proposed Final Plat for Oakland Park Phase 2A.

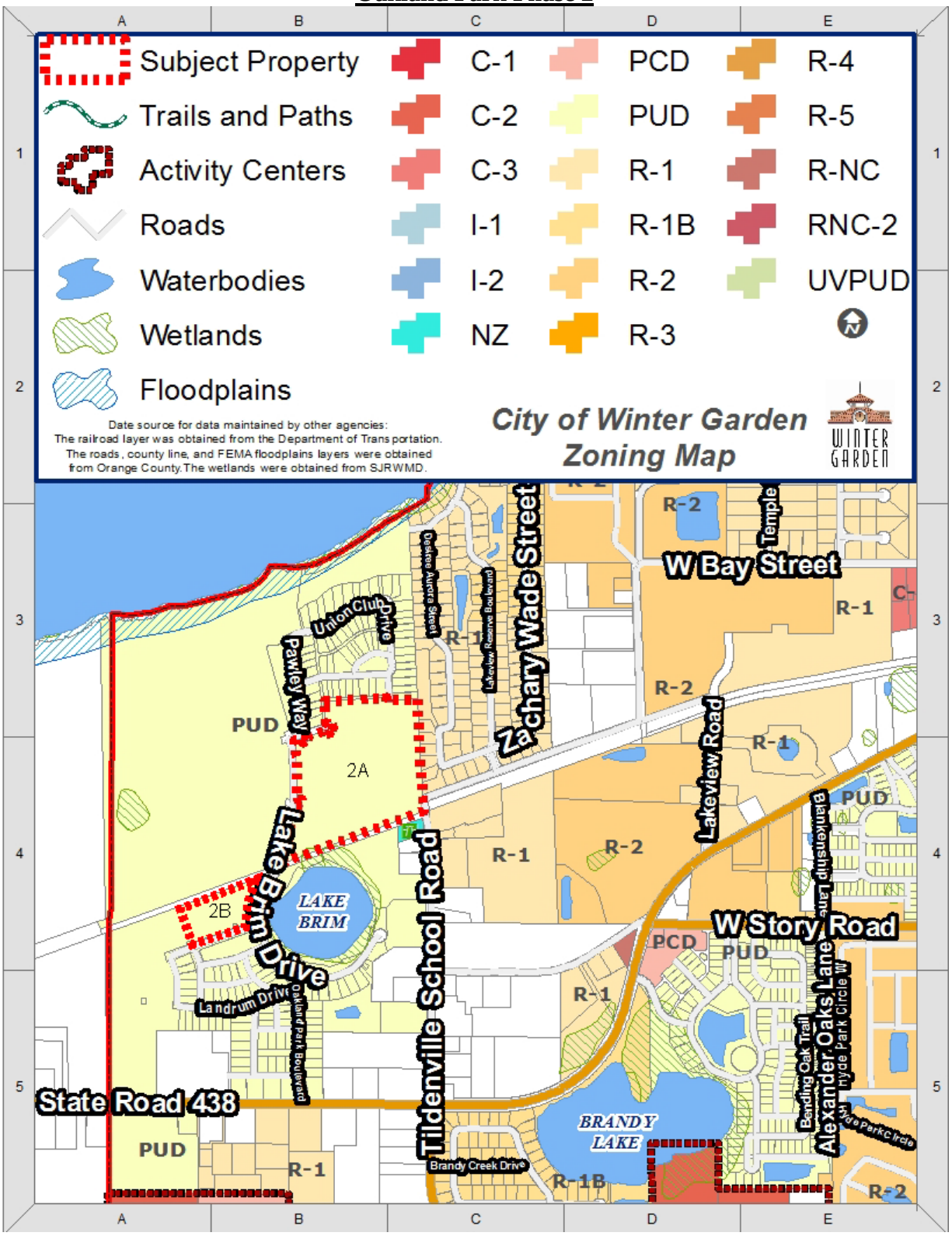
Staff has coordinated with the applicant to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the property specific PUD Zoning Ordinance and the approved Preliminary Plat.

AERIAL PHOTO
Oakland Park Phase 2

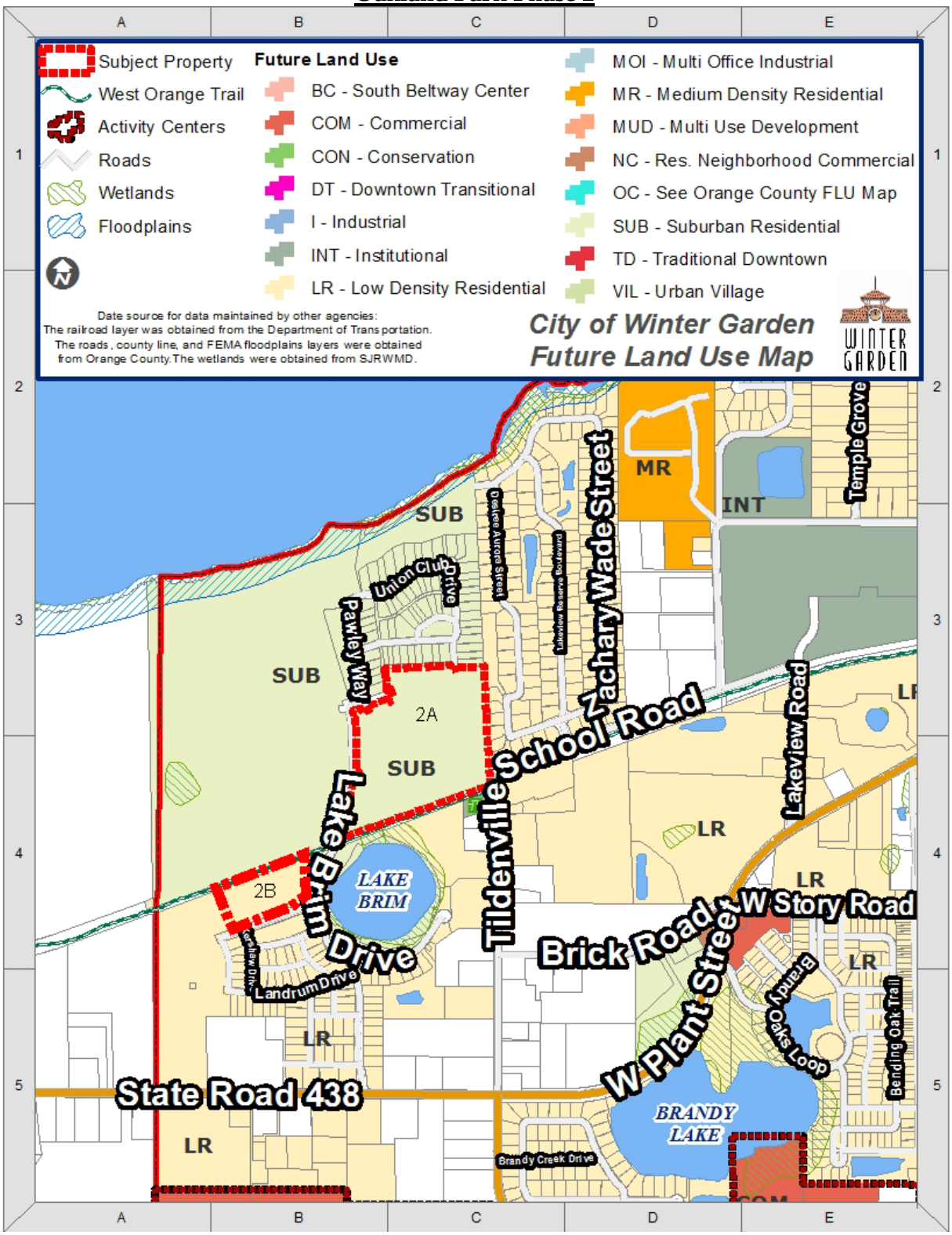


ZONING MAP

Oakland Park Phase 2



FUTURE LAND USE MAP
Oakland Park Phase 2



END OF STAFF REPORT

OAKLAND PARK UNIT 2A

SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "D" AND A PORTION OF TRACTS "F2" AND "G3", OAKLAND PARK UNIT 1A, ACCORDING TO PLAT BOOK 70, PAGES 33-39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTHERLY LINE OF LOT 25, OAKLAND PARK UNIT 1A, AS RECORDED IN PLAT BOOK 70, PAGES 33–39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING N85°21'11" E.

2. AS INDICATED HEREON, A UTILITY, DRAINAGE AND SIDEWALK ENCROACHMENT EASEMENT (U.D. & S.E.E.) AND A UTILITY EASEMENT (U.E.) ALONG THE FRONT OF ALL LOTS AND TRACTS ABUTTING THE PUBLIC AND PRIVATE RIGHTS–OF–WAY ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND TO THE PERPETUAL USE OF THE PUBLIC. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS. NO UTILITIES, STRUCTURES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY OF WINTER GARDEN'S UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS WITHIN SAID EASEMENT AREAS. THE CITY'S EASEMENTS RIGHTS SHALL BE SUPERIOR TO ALL OTHERS. OTHER UTILITY SERVICE PROVIDERS USE OF SAID EASEMENTS FOR UTILITY PURPOSES SHALL BE SUBJECT TO THE CITY OF WINTER GARDEN'S ORDINANCES, RULES AND REGULATIONS CONCERNING THE USE OF PUBLICLY DEDICATED UTILITY EASEMENTS. THE FEE SIMPLE OWNER(S) OF THEIR RESPECTIVE LOTS OR TRACTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL ONLY BE RESPONSIBLE FOR MAINTENANCE OF SOD AND GROUND COVER WITHIN SUCH EASEMENT AREAS.

3. THE FOLLOWING TRACTS SHALL BE CONVEYED TO THE OAKLAND PARK ASSOCIATION, INC. (THE "ASSOCIATION") IN FEE SIMPLE BY SEPARATE DEED UPON THE RECORDING OF THIS PLAT, AND SHALL THEREAFTER BE MAINTAINED BY THE ASSOCIATION AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES FOR THE BENEFIT OF THE LOT OWNERS:

   TRACTS "A2", "B2" AND G2 (PASSIVE RECREATION/OPEN SPACE TRACTS)
   TRACTS "C2", "D2", "E2", "F2", "I2" AND "J2" (ALLEY TRACTS)
   TRACTS "H2" AND "K2" (OPEN SPACE TRACTS)

4. TRACT "N1" (PUBLIC RIGHT–OF–WAY) AND TRACT "N2" (PUBLIC RIGHT–OF–WAY) ARE TO BE CONVEYED TO THE CITY OF WINTER GARDEN IN FEE SIMPLE BY SEPARATE INSTRUMENT UPON THE RECORDING OF THIS PLAT.

5. PURSUANT TO SECTION 177.091 (28), FLORIDA STATUTES, AS AMENDED: 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. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

6. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK, AND THE ARTICLES OF INCORPORATION FOR THE OAKLAND PARK ASSOCIATION, INC., ALL OF THE FOREGOING OF WHICH ARE RECORDED IN OFFICIAL RECORDS BOOK 10236, PAGE 1901, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS SUPPLEMENTED AND/OR AMENDED (AS THE CASE MAY BE) BY (I) THAT CERTAIN FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10249, PAGE 0580, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (II) THAT CERTAIN SECOND SUPPLEMENT AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10761, PAGE 9309, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND (III) THAT CERTAIN THIRD SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

7. THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. OAKLAND PARK ASSOCIATION, INC., SOMETIMES HEREIN REFERRED TO AS 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 OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS A2 (PASSIVE RECREATION/OPEN SPACE TRACT), B2 (PASSIVE RECREATION/OPEN SPACE TRACT), C2 (ALLEY TRACT), D2 (ALLEY TRACT), E2 (ALLEY TRACT), F2 (ALLEY TRACT), G2 (PASSIVE RECREATION/OPEN SPACE TRACT), H2 (OPEN SPACE TRACT), I2 (ALLEY TRACT), J2 (ALLEY TRACT) AND K2 (OPEN SPACE TRACT) 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.

8. THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS A2 (PASSIVE RECREATION/OPEN SPACE TRACT), B2 (PASSIVE RECREATION/OPEN SPACE TRACT), C2 (ALLEY TRACT), D2 (ALLEY TRACT), E2 (ALLEY TRACT), F2 (ALLEY TRACT), G2 (PASSIVE RECREATION/OPEN SPACE TRACT), H2 (OPEN SPACE TRACT), I2 (ALLEY TRACT), J2 (ALLEY TRACT) AND K2 (OPEN SPACE TRACT) AND THE IMPROVEMENTS THEREON. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN. IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS A2 (PASSIVE RECREATION/OPEN SPACE TRACT), B2 (PASSIVE RECREATION/OPEN SPACE TRACT), C2 (ALLEY TRACT), D2 (ALLEY TRACT), E2 (ALLEY TRACT), F2 (ALLEY TRACT), G2 (PASSIVE RECREATION/OPEN SPACE TRACT), H2 (OPEN SPACE TRACT), I2 (ALLEY TRACT), J2 (ALLEY TRACT) AND K2 (OPEN SPACE TRACT) AND THE IMPROVEMENTS THEREON.

9. THE ASSOCIATION, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS, OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE ASSOCIATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.

10. THE DRAINAGE EASEMENT PORTION OF THE NON–EXCLUSIVE UTILITY, DRAINAGE AND SIDEWALK ENCROACHMENT EASEMENTS DEPICTED ALONG THE INTERIOR LOT LINES OF THIS PLAT ARE PRIVATE AND ARE HEREBY DEDICATED TO THE ASSOCIATION. THE FEE SIMPLE OWNERS OF THEIR RESPECTIVE LOTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENT AREAS, AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SWALES AND DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENT AREAS. THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE SOD AND GROUND COVER IN SUCH EASEMENT AREAS IN THE EVENT ANY OR ALL OF SUCH SOD AND GROUND COVER ARE NOT BEING PROPERLY MAINTAINED BY THE FEE SIMPLE OWNERS OF THE RESPECTIVE LOTS. ANY EASEMENT DEDICATED TO THE ASSOCIATION BY THIS PLAT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY OF WINTER GARDEN.

11. THE 20 FOOT (20') WIDE AND TEN FOOT (10') WIDE DRAINAGE AND WALL EASEMENT DEPICTED ALONG THE EAST SIDE OF LOTS 159–167, INCLUSIVE, ARE PRIVATE AND ARE HEREBY DEDICATED TO THE ASSOCIATION. THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENT AREAS, AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF ANY WALLS, SWALES AND DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENT AREAS. ANY EASEMENT DEDICATED TO THE ASSOCIATION BY THIS PLAT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY OF WINTER GARDEN

12. THE UTILITY EASEMENT PORTION OF THE NON–EXCLUSIVE UTILITY, DRAINAGE AND SIDEWALK ENCROACHMENT EASEMENTS DEPICTED ALONG THE INTERIOR LOT LINES OF THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN. 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.

13. THE ASSOCIATION SHALL ENTER INTO A RIGHT OF WAY MAINTENANCE AGREEMENT WITH THE CITY OF WINTER GARDEN, WHERE ADDITIONAL RIGHT–OF–WAY HAS BEEN DEDICATED OR RIGHT–OF–WAY WILL BE UTILIZED FOR THE PURPOSE OF PROVIDING LANDSCAPING, ADDITIONAL AREAS FOR SIDEWALKS, WALLS, OR OTHER AMENITIES, AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL LANDSCAPE AREAS THAT ARE LOCATED IN THE PUBLIC RIGHT–OF–WAY.

14. THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON–EXCLUSIVE EASEMENT OVER AND THROUGH TRACTS C2 (ALLEY TRACT), D2 (ALLEY TRACT), E2 (ALLEY TRACT), F2 (ALLEY TRACT), I2 (ALLEY TRACT) AND J2 (ALLEY TRACT) AND ANY OTHER PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.

LEGAL DESCRIPTION

TRACT D AND A PORTION OF TRACTS F2 AND G3, OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 33–39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID LANDS LYING IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST IN THE CITY OF WINTER GARDEN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 25, OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 33–39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N85°21'11" E, ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 181.64 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25 AND THE EAST LINE OF THE AFOREMENTIONED TRACT D, OAKLAND PARK UNIT 1A; THENCE RUN S04°38'49" E ALONG SAID EAST LINE, A DISTANCE OF 744.08 FEET; THENCE RUN N68°15'00" E, A DISTANCE OF 0.39 FEET; THENCE RUN S04°38'42" E, A DISTANCE OF 83.81 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT D; THENCE RUN S68°15'00" W ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 1092.65 FEET TO THE SOUTHWEST CORNER OF SAID TRACT D; THENCE RUN ALONG THE WEST LINE OF SAID TRACT D THE FOLLOWING ELEVEN (11) COURSES: THENCE N11°26'18" E, A DISTANCE OF 407.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 75°25'06", A CHORD BEARING OF N49°08'51" E AND A CHORD DISTANCE OF 18.35 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 08°53'22", A CHORD BEARING OF N82°24'43" E AND A CHORD DISTANCE OF 34.87 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.91 FEET TO THE END OF SAID CURVE; THENCE RUN N12°01'58" W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 03°27'10", A CHORD BEARING OF S79°41'37" W AND A CHORD DISTANCE OF 10.54 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 97°33'38", A CHORD BEARING OF N49°47'59" W AND CHORD DISTANCE OF 22.57 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 02°19'53", A CHORD BEARING OF N02°11'06" W AND CHORD DISTANCE OF 9.16 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.16 FEET TO THE POINT OF TANGENCY; THENCE RUN N03°21'03" W, A DISTANCE OF 320.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 14°43'40", A CHORD BEARING OF N10°42'53" W AND A CHORD DISTANCE OF 51.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.41 FEET TO THE POINT OF TANGENCY; THENCE RUN N18°04'43" W, A DISTANCE OF 21.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°31'47", A CHORD BEARING OF N26°41'11" E AND CHORD DISTANCE OF 21.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.44 FEET TO THE POINT OF TANGENCY; SAID POINT LYING ON THE NORTHERLY LINE OF SAID TRACT D; THENCE RUN ALONG SAID NORTHERLY LINE THE FOLLOWING EIGHTEEN (18) COURSES: THENCE N71°27'04" E, A DISTANCE OF 28.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS 20.00 FEET, A CENTRAL ANGLE OF 83°44'32", A CHORD BEARING OF S66°40'40" E AND CHORD DISTANCE OF 26.70 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.23 FEET TO THE POINT OF TANGENCY; THENCE RUN S24°48'24" E, A DISTANCE OF 15.69 FEET; THENCE RUN N65°11'36" E, A DISTANCE OF 39.39 FEET; THENCE RUN N09°53'18" W, A DISTANCE OF 18.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°40'08", A CHORD BEARING OF N09°56'45" E AND A CHORD DISTANCE OF 10.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.39 FEET TO A POINT NON TANGENCY; THENCE RUN N24°48'24" W, A DISTANCE OF 3.26 FEET; THENCE RUN N68°14'09" E, A DISTANCE OF 130.18 FEET; THENCE RUN S24°48'24" E, A DISTANCE OF 28.93 FEET; THENCE RUN N65°11'36" E, A DISTANCE OF 12.98 FEET; THENCE RUN N09°53'18" W, A DISTANCE OF 27.28 FEET; THENCE RUN N24°48" 24" W, A DISTANCE OF 1.51 FEET; THENCE RUN N68°14'09" E, A DISTANCE OF 40.72 FEET; THENCE RUN N21°45'51" W, A DISTANCE OF 50.00 FEET; THENCE RUN S68°14'09" W, A DISTANCE OF 31.78 FEET; THENCE RUN N08°23'41" W, A DISTANCE OF 143.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS 15.00 FEET, A CENTRAL ANGLE OF 93°44'52", A CHORD BEARING OF N38°28'45" E AND A CHORD DISTANCE OF 21.90 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.54 FEET TO THE POINT OF TANGENCY; THENCE RUN N85°21'11" E, A DISTANCE OF 438.33 FEET; THENCE RUN S04°38'49" E, A DISTANCE OF 31.00 FEET; THENCE RUN N85°21'11" E, A DISTANCE OF 50.00 FEET; THENCE RUN N04°38'49" W, A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 19.690 ACRES OR 857,437 SQUARE FEET MORE OR LESS.

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.

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PLANNING | SURVEYING & MAPPING
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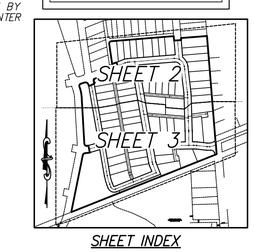
ORLANDO, FLORIDA 32801
PHONE: 407.843.5120 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

BOWYER SINGLETON

SHEET INDEX

SHEET 1 – COVER SHEET
SHEET 2 – DETAIL SHEET
SHEET 3 – DETAIL SHEET



SHEET INDEX
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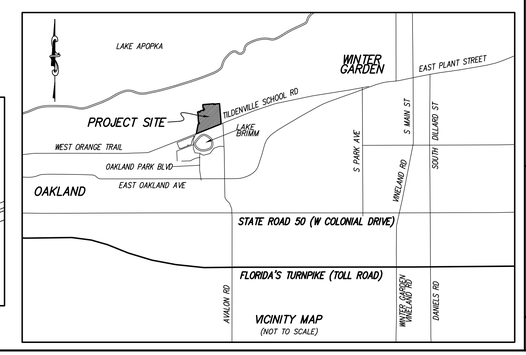


VICINITY MAP
(NOT TO SCALE)

PLAT BOOK: PAGE:

OAKLAND PARK UNIT 2A

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE ENTITY NAMED BELOW, BEING THE OWNER 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 HEREIN EXPRESSED, INCLUDING AS SET FORTH IN THE PLAT NOTES, AND HEREBY DEDICATES TRACT N1 (ROAD RIGHT OF WAY), N2 (ROAD RIGHT OF WAY), THE UTILITY EASEMENTS (U.E.) AND THE UTILITY EASEMENTS AND SIDE WALK ENCROACHMENT EASEMENTS (U.D. & S.E.E.) SHOWN HEREON TO THE CITY WINTER GARDEN AND TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON ____ _____, A.D. 2014.

SIGNED, SEALED AND IN THE PRESENCE OF:
LAKE APOPKA 2012, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: JOHN H. CLASSE, JR., VICE–PRESIDENT

WITNESSED:

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____, 2014, JOHN H. CLASSE, JR. AS THE VICE–PRESIDENT OF LAKE APOPKA 2012, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____AS IDENTIFICATION AND DID NOT TAKE AN OATH.

NOTARY PUBLIC
PRINTED NAME: _____
COMMISSION NO: _____
COMMISSION EXPIRES: _____

(NOTARY SEAL)

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON _____, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED OR SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

(SIGNATURE) DATE: (SEAL)
WILLIAM D. DONLEY, (PSM) PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5381

DEWBERRY | BOWYER–SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY THAT ON _____, 2014, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF WINTER GARDEN, FLORIDA.

CITY CLERK MAYOR OF WINTER GARDEN
JOHN REES

(SEAL)

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

CITY SURVEYOR DATE

PRINTED NAME: _____

COMPANY: _____ (SEAL)

ADDRESS: _____

REGISTRATION NO.: _____

CERTIFICATE OF COUNTY COMPTROLLER

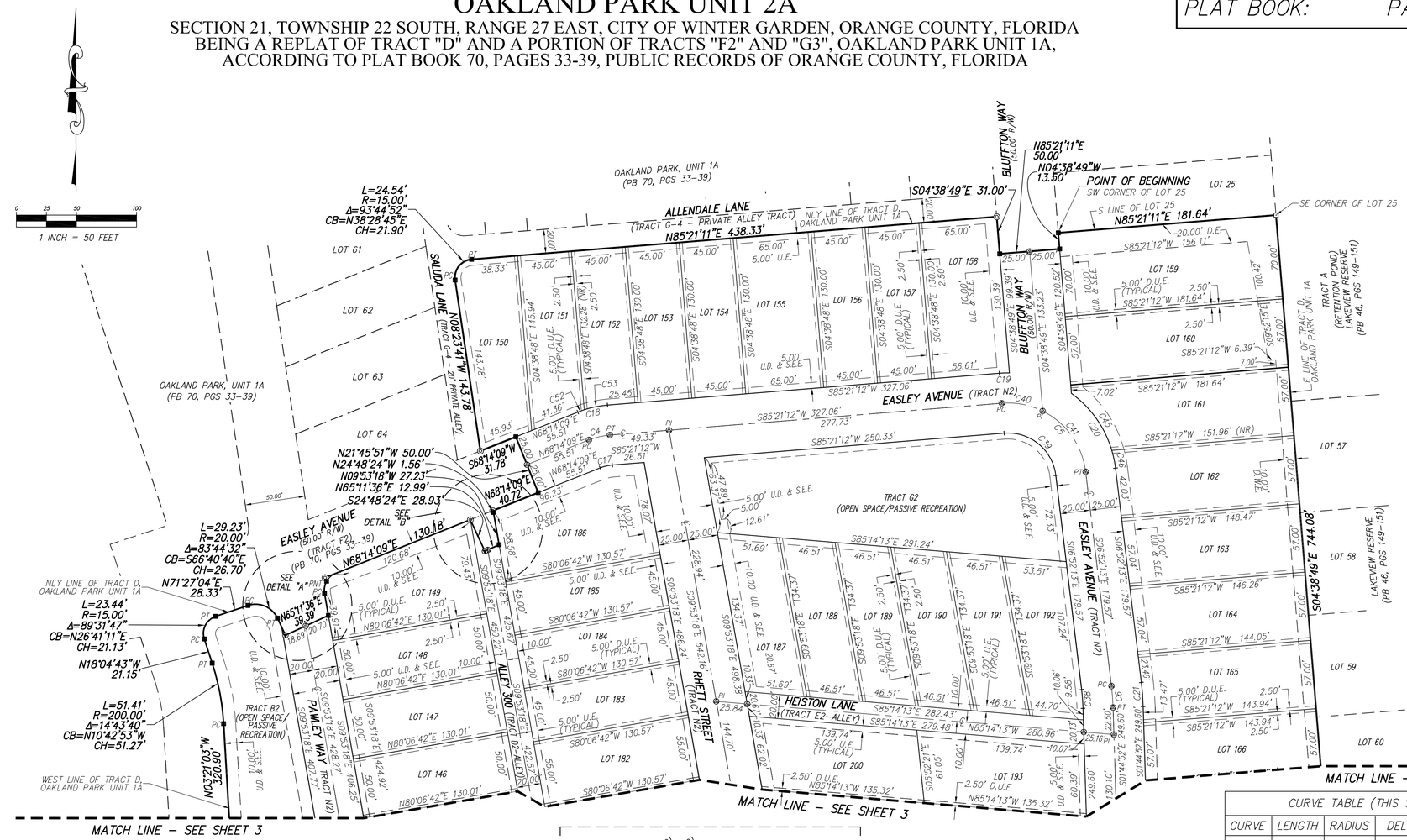
I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON _____, 2014 AS FILE NO. _____, COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA.

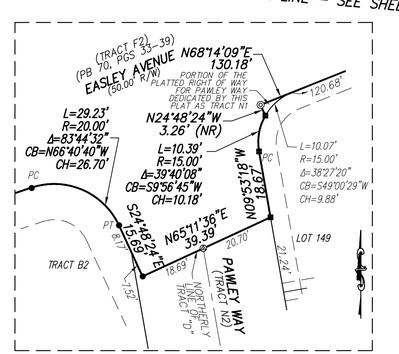
BY: _____ (SEAL)

OAKLAND PARK UNIT 2A

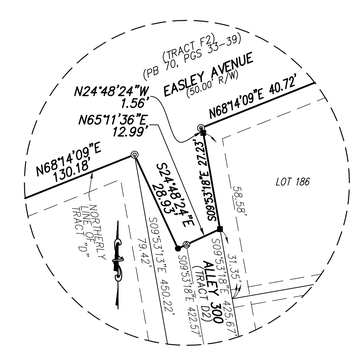
SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "D" AND A PORTION OF TRACTS "F2" AND "G3", OAKLAND PARK UNIT 1A,
ACCORDING TO PLAT BOOK 70, PAGES 33-39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:





DETAIL "A"
SCALE: 1"=20'



DETAIL "B"
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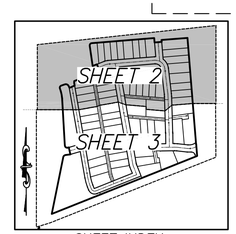

SHEET INDEX
SCALE: 1"=500'

PLAT LEGEND

ID	IDENTIFICATION	L	LENGTH
ORB	OFFICIAL RECORD BOOK	R	RADIUS
PB	PLAT BOOK	DB	DEED BOOK
PG(S)	PAGE	CB	CHORD BEARING
CCR	CERTIFIED CORNER RECORD	CH	CHORD DISTANCE
IP	IRON PIPE	PC	POINT OF CURVATURE
℄	CENTERLINE	PCC	POINT OF COMPOUND CURVATURE
	FOUND 4x4 CONCRETE MONUMENT (LB 68)	POC	POINT ON CURVATURE
	FOUND NAIL & DISK (LB 68)	PRC	POINT OF REVERSE CURVATURE
		PT	POINT OF TANGENCY
■	SET 4"x4" CONCRETE MONUMENT (PRM LB 8011) PERMANENT REFERENCE MARKER	PNT	POINT OF NON-TANGENCY
		PI	POINT OF INTERSECTION
		R/W	RIGHT OF WAY
	SET NAIL & DISK (PCP LB 8011) PERMANENT CONTROL POINT	Δ	CENTRAL ANGLE
	SET NAIL & DISK (PRM LB 8011) PERMANENT REFERENCE MARKER	(NR)	NON RADIAL
○	FOUND 1" IP WITH PK NAIL (NO ID)	CM	CONCRETE MONUMENT
●	FOUND 1/2" IRON ROD (LB 68)	LB	LICENSED BUSINESS
	CHANGE IN DIRECTION (R/W LINE)	LS	LAND SURVEYOR
▲	CHANGE IN DIRECTION (UPLAND BUFFER)	D.W.E.	DRAINAGE AND WALL EASEMENT
F.L.U.E.	FENCE, LANDSCAPE, & UTILITY EASEMENT	D.U.E.	DRAINAGE AND UTILITY EASEMENT
F.L.S.E.E.	FENCE, LANDSCAPE, & SIDEWALK ENCROACHMENT EASEMENT	U.E.	UTILITY EASEMENT
U.D. & S.E.E.	UTILITY, DRAINAGE & SIDEWALK ENCROACHMENT EASEMENT	D.E.	DRAINAGE EASEMENT

CURVE TABLE (THIS SHEET ONLY)

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	17.93'	60.00'	17°07'03"	17.86'	S76°47'40"W
C5	99.58'	65.00'	87°46'35"	90.12'	S50°45'31"W
C6	17.88'	200.00'	05°07'21"	17.87'	S04°18'33"W
C17	10.46'	35.00'	17°07'03"	10.42'	S76°47'40"W
C18	25.39'	85.00'	17°07'03"	25.30'	S76°47'40"W
C19	8.41'	90.00'	05°21'18"	8.41'	N88°01'51"W
C20	74.33'	90.00'	47°19'09"	72.23'	S30°31'48"W
C21	20.12'	225.00'	05°07'21"	20.11'	S04°18'33"W
C38	15.65'	175.00'	05°07'21"	15.64'	S04°18'33"W
C39	61.28'	40.00'	87°46'35"	55.46'	S50°45'31"W
C40	35.08'	65.00'	30°55'11"	34.65'	N79°11'13"W
C41	64.50'	65.00'	56°51'24"	61.89'	N35°17'55"W
C45	59.19'	90.00'	37°40'45"	58.13'	N35°20'59"W
C46	15.14'	90.00'	09°38'24"	15.12'	N11°41'25"W
C52	5.67'	85.00	03°49'17"	5.67'	N70°08'47"W
C53	19.73'	85.00	13°17'46"	19.68'	S78°42'19"W

NOTICE

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CERTIFICATE OF AUTHORIZATION No. LB 8011
BOWYER SINGLETON

OAKLAND PARK UNIT 2A

SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA
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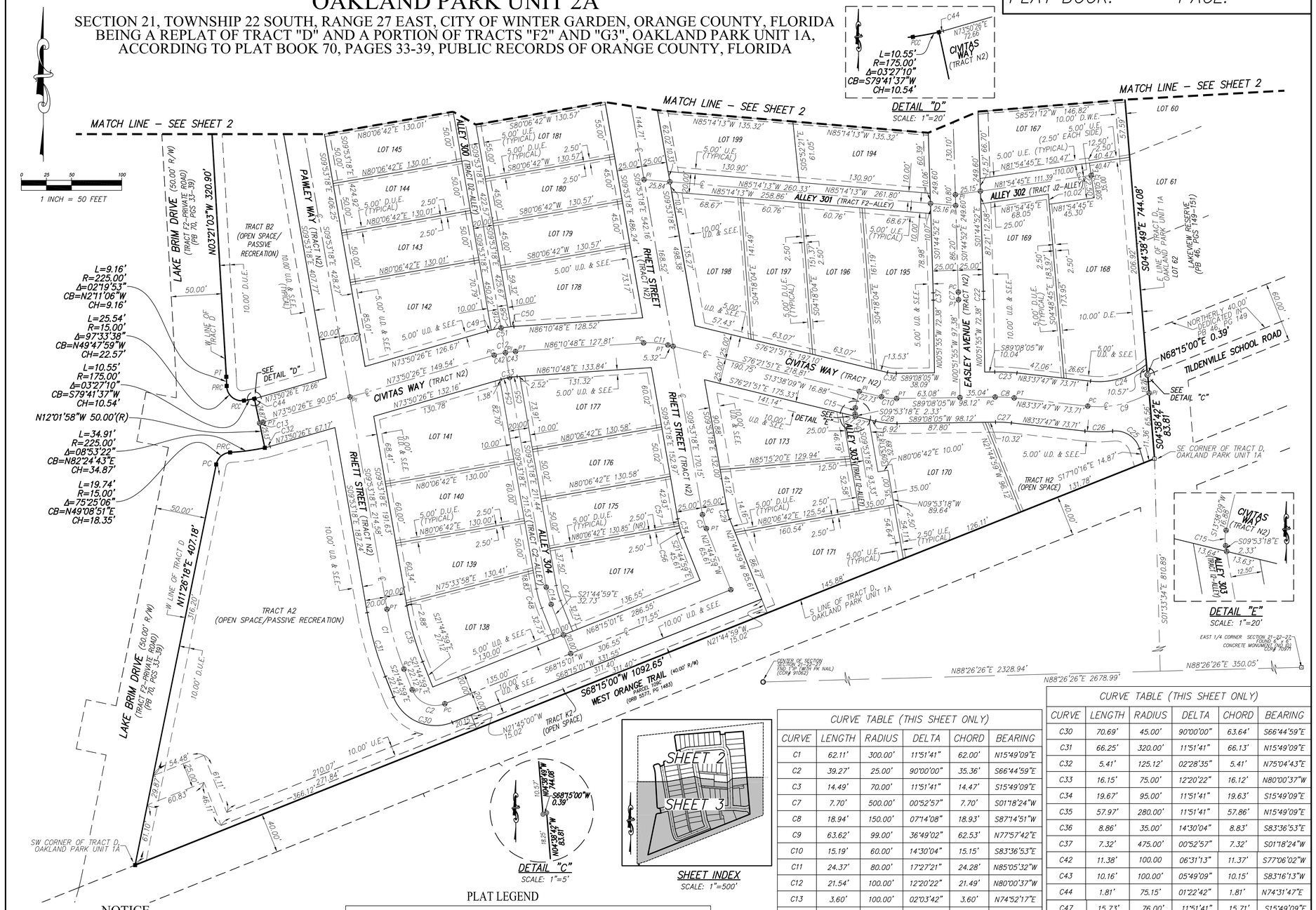

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PLAT LEGEND

ID	IDENTIFICATION	L	LENGTH
ORB	OFFICIAL RECORD BOOK	R	RADIUS
PB	PLAT BOOK	DB	DEED BOOK
PG(S)	PAGE	CB	CHORD BEARING
COR	CERTIFIED CORNER RECORD	CH	CHORD DISTANCE
IP	IRON PIPE	PC	POINT OF CURVATURE
℄	CENTERLINE	PCC	POINT OF COMPOUND CURVATURE
⊡	FOUND 4x4 CONCRETE MONUMENT (LB 68)	POC	POINT ON CURVATURE
◎	FOUND NAIL & DISK (LB 68)	PRC	POINT OF REVERSE CURVATURE
■	SET 4"x4" CONCRETE MONUMENT (PRM LB 8011) PERMANENT REFERENCE MARKER	PT	POINT OF TANGENCY
		PNT	POINT OF NON–TANGENCY
		PI	POINT OF INTERSECTION
	SET NAIL & DISK (POP LB 8011) PERMANENT CONTROL POINT	R/W	RIGHT OF WAY
	SET NAIL & DISK (PRM LB 8011) PERMANENT REFERENCE MARKER	Δ	CENTRAL ANGLE
○	FOUND 1" IP WITH PK NAIL (NO ID)	(NR)	NON RADIAL
●	FOUND 1/2" IRON ROD (LB 68)	CM	CONCRETE MONUMENT
┼	CHANGE IN DIRECTION (R/W LINE)	LB	LICENSED BUSINESS
▲	CHANGE IN DIRECTION (UPLAND BUFFER)	LS	LAND SURVEYOR
F.L.U.E.	FENCE, LANDSCAPE, & UTILITY EASEMENT	D.W.E.	DRAINAGE AND WALL EASEMENT
F.L.S.E.E.	FENCE, LANDSCAPE, & SIDEWALK ENCROACHMENT EASEMENT	D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.D. & S.E.E.	UTILITY, DRAINAGE & SIDEWALK ENCROACHMENT EASEMENT	U.E.	UTILITY EASEMENT
		D.E.	DRAINAGE EASEMENT

CURVE TABLE (THIS SHEET ONLY)

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	62.11'	300.00'	11°51'41"	62.00'	N15°49'09"E
C2	39.27'	25.00'	90°00'00"	35.36'	S66°44'59"E
C3	14.49'	70.00'	11°51'41"	14.47'	S15°49'09"E
C7	7.70'	500.00'	00°52'57"	7.70'	S01°18'24"W
C8	18.94'	150.00'	07°14'08"	18.93'	S87°14'51"W
C9	63.62'	99.00'	36°49'02"	62.53'	N77°57'42"E
C10	15.19'	60.00'	14°30'04"	15.15'	S83°36'53"E
C11	24.37'	80.00'	17°27'21"	24.28'	N85°05'32"W
C12	21.54'	100.00'	12°20'22"	21.49'	N80°00'37"W
C13	3.60'	100.00'	02°03'42"	3.60'	N74°52'17"E
C14	17.80'	86.00'	11°51'41"	17.77'	S15°49'09"E
C15	6.16'	15.00'	23°31'27"	6.12'	S01°52'25"W
C16	10.01'	125.00'	04°35'17"	10.01'	N78°01'21"E
C22	8.09'	525.00'	00°52'57"	8.09'	S01°18'24"W
C23	22.10'	175.00'	07°14'08"	22.09'	S87°14'51"W
C24	59.76'	74.00'	46°16'21"	58.15'	N73°14'02"E
C25	34.58'	25.00'	79°14'40"	31.89'	S56°47'36"W
C26	27.67'	124.00'	12°47'08"	27.61'	N89°58'39"E
C27	15.79'	125.00'	07°14'08"	15.78'	S87°14'51"W
C28	21.51'	85.00'	14°30'04"	21.46'	S83°36'53"E
C29	9.32'	45.00'	11°51'41"	9.30'	S15°49'09"E

CURVE TABLE (THIS SHEET ONLY)

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C30	70.69'	45.00'	90°00'00"	63.64'	S66°44'59"E
C31	66.25'	320.00'	11°51'41"	66.13'	N15°49'09"E
C32	5.41'	125.12'	02°28'35"	5.41'	N75°04'43"E
C33	16.15'	75.00'	12°20'22"	16.12'	N80°00'37"W
C34	19.67'	95.00'	11°51'41"	19.63'	S15°49'09"E
C35	57.97'	280.00'	11°51'41"	57.86'	N15°49'09"E
C36	8.86'	35.00'	14°30'04"	8.83'	S83°36'53"E
C37	7.32'	475.00'	00°52'57"	7.32'	S01°18'24"W
C42	11.38'	100.00	06°31'13"	11.37'	S77°06'02"W
C43	10.16'	100.00'	05°49'09"	10.15'	S83°16'13"W
C44	1.81'	75.15'	01°22'42"	1.81'	N74°31'47"E
C47	15.73'	76.00'	11°51'41"	15.71'	S15°49'09"E
C48	19.87'	96.00'	11°51'41"	19.84'	S15°49'09"E
C49	4.12'	125.00'	01°53'17"	4.12'	N74°47'04"E
C50	2.78'	125.00'	01°16'27"	2.78'	N85°32'34"E
C51	26.92'	125.00'	12°20'22"	26.87'	N80°00'37"W
C54	8.64'	75.00'	06°36'12"	8.64'	S77°08'32"W
C55	7.51'	75.00'	05°44'10"	7.51'	S83°18'43"W
C56	12.57'	95.00'	07°35'02"	12.57'	S17°57'29"E
C57	7.09'	95.00'	04°16'39"	7.09'	S12°01'38"E
C58	10.01'	125.00'	04°35'17"	10.01'	N82°36'40"E

THE CITY OF WINTER GARDEN

From: Tanja Gerhartz, Economic Development Director

Via: Mike Bollhoefer, City Manager

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: Economic Development and Planning State Grant, Purchasing Waiver, Consultant Contract and Reimbursement Agreement

Background Summary and Discussion:

The Cities of Ocoee and Winter Garden are working together on economic development initiatives as part of the Tri Cities Partnership. One of those initiatives is to study the economic potential of key interchanges along the SR 429 corridor within both jurisdictions.

To date, the Cities have retained Angelou Economics to assess the market potential of the West Orange communities and the SR 429 corridor. One of the recommendations in the Study is to begin master planning the key interchanges along the SR 429 corridor.

The City of Ocoee has received a $100,000 special projects grant from the Florida Department of Economic Opportunities as part of last year's state budget. The City of Ocoee approved an agreement with the State at their December 2, 2014 City Commission Meeting.

The City of Winter Garden is currently providing all the administrative tasks associated with the joint work associated with the Tri Cities Partnership. The City of Ocoee is asking that the City of Winter Garden assist in securing a consulting firm to begin work immediately on the tasks outlined State Grant.

In order to move quickly and complete the work within the terms of the grant, work would need to commence immediately. The contract work is to be completed by June 2015 in order to receive reimbursement from the State. Staff is recommending that the City of Winter Garden utilize the waiver policy in the Purchasing Manual outlined below to hire a firm immediately that can complete the work by the State's deadline.

Waiver language from Purchasing Manual:

Section III. A. 11. of the City of Winter Garden Purchasing Manual adopted by Resolution No. 09-13 as amended by Resolution No. 11-08 provides that, "to the extent not prohibited by general law, the City Commission may, by majority vote, waive the formal procurement procedures contained in this purchasing manual for the procurement of a particular good, material, equipment or service if the City Commission deems such waiver to be in the best interest of the City."

The Cities of Ocoee and Winter Garden have received a proposal from Real Estate Research Consultants and have prepared a contract to complete the work to fulfill the requirements of the State Grant. This firm submitted a proposal for the RFQ for Economic Development Services approximately one year ago and was fully vetted at that time. Please find attached a copy of the draft contract.

A reimbursement agreement has been prepared that outlines how the grant funds will be dispersed. The reimbursement agreement outlines the terms for repayment utilizing State funds and the measures that will be put in place should the State not reimburse the Cities or only partially reimburse the Cities for the master planning and economic development work.

The attached agreement stipulates that the City of Ocoee will pay for consulting fees up to $100,000 using the state special projects grant. If the grant funds are not awarded to the City of Ocoee, the Cities can cancel the contract or utilize the remaining funds sets aside for the Tri Cities Partnership to pay for the study. Each City allocated $50,000 from last year's budget for this initiative so funds are available should the State not award the grant. The City of Ocoee approved the Reimbursement Agreement on December 2, 2014.

Recommendation:

City staff requests that the City Commission move to waive the formal procurement procedures for master planning services as being in the best interest of the City and authorize the City Manager to execute on behalf of the City a master planning services contract with REAL ESTATE RESEARCH CONSULTANTS, INC. for a sum not to exceed $100,000.00.

City staff requests that the City Commission move to approve the reimbursement agreement and authorize the Mayor to execute the agreement.

Attachments:
Services Contract
Reimbursement Contract

MASTER PLANNING SERVICES AGREEMENT
(SR 429 CORRIDOR STUDY)

THIS MASTER PLANNING SERVICES AGREEMENT (hereinafter "Contract" or "Agreement") made and entered into this 11th day of December 2014, by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787, hereinafter referred to as "CITY" and REAL ESTATE RESEARCH CONSULTANTS, INC., a Florida profit corporation, whose address is 618 E. South Street, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the CITY desires to retain professional master planning services of a specified nature for a single project providing a planning area study for the SR 429 Corridor; and

WHEREAS, the CITY's City Commission finds it in the City of Winter Garden's best interest to waive and hereby waives the formal procurement procedures of the CITY's purchasing policies to procure the services of the CONSULTANT for the Services described herein due to, among other things, the time sensitive nature of grant funding requirements for monies intended to be used to reimburse the CITY for the expense of the Services to be performed pursuant to this Contract; and

WHEREAS, the CITY desires to contract with the CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such contract and of performing such services upon said terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1
GENERAL PROVISIONS

1.1 Services. CONSULTANT shall provide services and deliverables (the "Services") for the CITY as specified in the Memorandum Summary Dated August 26, 2014 attached hereto as **Exhibit "A"** and incorporated herein by this reference.

CONSULTANT hereby represents and warrants to CITY that CONSULTANT is experienced in and competent to perform the Services described in this Contract. CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner that comports with applicable professional industry standards, and applicable federal, state and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

1.2 Notice to Proceed/Completion Date. CONSULTANT shall proceed with the performance of the Services promptly upon the Effective Date of this Contract. **The CONSULTANT shall complete the Services no later than June 30, 2015.**

1.3 Term. The term of this Contract is from the Effective Date until the Services are fully completed, unless terminated earlier by the CITY.

1.4 Deliverables. The final work product of all deliverables provided by the CONSULTANT under this Contract shall be the sole property of the CITY, and the CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto.

SECTION 2
RESPONSIBILITY OF THE CONSULTANT

2.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, studies, assessments, specifications, and other Services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, studies, assessments, specifications, and other Services.

2.2 CONSULTANT shall provide a Project Manager who must be currently employed by the CONSULTANT and will serve as CONSULTANT point person for correspondence and other communication with the CITY's representatives.

2.3 Substitution of the Project Manager, or Other Key Personnel. CONSULTANT shall not substitute any key personnel without the prior written approval of the City Manager or the City Manager's appointee ("City Project Manager") to oversee the specific task assigned to CONSULTANT. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the CITY. Further, the CITY, in lieu of approving a substitution, may initiate other actions under the contract, including termination of CONSULTANT under this Contract or under the specific task assigned.

2.4 Neither the CITY's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages suffered directly or indirectly by the CITY caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

2.5 The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

2.6 Public Records Laws. CONSULTANT acknowledges and agrees that the CITY is a public entity that is subject to Florida's public records laws and as such, documents in CONSULTANT's possession relating to Services and work performed for the CITY are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of the CONSULTANT and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the CITY or the CONSULTANT, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, audio or video tapes, photographs, or other writings of the CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY's City Manager. While in the possession and control of the CONSULTANT, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law, at CONSULTANT's expense. Upon request by the CITY, the CONSULTANT shall, at CONSULTANT's expense, within five (5) business days, supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the CONSULTANT, be

open and freely exhibited to the CITY for the purpose of examination and/or audit. Since the CITY's documents are of utmost importance to the conduct of CITY business and because of the legal obligations imposed upon the CITY and CONSULTANT by the Public Records Law, CONSULTANT agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the CITY, regardless of any contractual or other dispute that may arise between CONSULTANT and the CITY. This provision shall survive expiration and termination of this Agreement.

2.7 If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

SECTION 3
PAYMENTS TO CONSULTANT

3.1 CONSULTANT will perform Services in two parts (Part 1 and Part 2) as set forth in Exhibit "A", and will be paid for work in two separate lump sum payments upon completion of each part. After completion of each part of the Services, CONSULTANT will invoice the CITY for Services completed based on the associated lump sum amount set forth in Exhibit "A". The invoices shall be in a format and contain information required by the CITY. In no event shall the compensation paid by CITY to CONSULTANT pursuant to this Agreement exceed **ONE-HUNDRED THOUSAND DOLLARS ($100,000.00)**.

3.2 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoices shall be paid by the CITY to the CONSULTANT within forty-five (45) calendar days of the CITY's receipt of a proper invoice(s) ("Payment Period"), unless, the CITY: 1) within 10 days after the improper payment request or invoice is received, notifies the CONSULTANT, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of the CONSULTANT is needed to make the payment request or invoice proper. CONSULTANT acknowledges that given the nature of the Services and the coordination between the CITY and the City of Ocoee concerning the desire to obtain the deliverables as contemplated by the Services, that CONSULTANT may receive payment directly from the City of Ocoee for all or a portion of the invoices sent to the CITY under this Agreement.

3.3 CONSULTANT fully acknowledges and agrees that if at any time it performs Services contemplated by the parties, such Services which have not been, a) fully negotiated, reduced to writing, and formally executed by both the CITY and CONSULTANT; or b) reduced to writing by the CITY and signed by the CITY, then the CONSULTANT shall perform such Services without liability to the CITY, and at the CONSULTANT's own risk.

3.4 <u>No Liens.</u> CONSULTANT acknowledges and agrees that the CITY is a Florida municipality and, as such, the CITY's public property and the Services involved are not subject to liens pursuant to Chapter 713, Florida Statutes or any other lien statute. CONSULTANT shall not file or record claims of lien or any other liens against any project or property owned by the CITY.

3.5 <u>Records.</u> CONSULTANT agrees to maintain, and to cause each of CONSULTANT's subconsultants and subcontractors to maintain, complete and accurate books and records ("Books") in accordance with sound accounting principles and standards, and relating to all Services, and the related costs and expenditures to the CITY that have been contracted for and paid during the life of any Specific Authorization. The Books shall identify the Services rendered, the date on which each expense was incurred, and whether the expense was Service or reimbursable-related. These Books shall be maintained for five (5) years following final payment for Services under this Agreement; five (5) years following termination of Services; or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. All Books shall be subject to audit by the CITY at all times during the term of this Agreement and for a period of one (1) year after the termination of this Agreement.

3.6 Final Payment. The acceptance by the CONSULTANT, its successors, or assigns, of final payment for Services shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the CONSULTANT, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond final payment.

3.7 Local Government Prompt Payment Act (Disputed Invoices). In the event that the CITY receives an improper payment request or invoice, the CITY shall notify the CONSULTANT, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. If a dispute arises between the CITY and the CONSULTANT concerning payment of a payment request or proper invoice, the dispute shall be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which shall be commenced within 45 days after the CITY received the disputed payment request or proper invoice and concluded by final decision of the CITY within 60 days after the CITY received such. Such dispute resolution procedures shall be those procedures as may be currently established by resolution or ordinance of the CITY, or, if no such procedures have been established, the dispute shall be reviewed by the City Manager or his/her designee, who shall endeavor to meet with the CONSULTANT to discuss the nature of the dispute and attempt to reach a resolution of the dispute within the time allotted by law. If no resolution amenable to the parties can be reached, the City Manager or his/her designee shall issue a final decision in writing to the CONSULTANT within 60 days as required by statute.

SECTION 4
SCOPE, COST AND FEE ADJUSTMENT

4.1 Scope Reduction. CITY shall have the sole right to reduce (or eliminate, in whole or in part) the Scope of the Services at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event the CONSULTANT shall be fully compensated for the Services already performed, including payment of all specific fee amounts due and payable prior to the effective date stated in the CITY's notification of the reduction. CONSULTANT will be compensated for the Services remaining to be done and not reduced or eliminated from the Contract, provided CONSULTANT completes said work.

4.2 Scope Suspension. CITY may, at any time and for any reason, direct the CONSULTANT to suspend Services (in whole or in part) under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the CITY may thereafter specify in writing. The period during which the CITY stops the Services shall be added to the original completion date as CONSULTANT's sole remedy for such suspension or delay. The suspension or delay of Services, regardless of whether caused by the actions or inactions of the CITY, shall not give rise to any claim by the CONSULTANT against the CITY.

SECTION 5
TERMINATION

5.1 Termination

This Agreement may be terminated, at any time, by the CITY by delivering a written notice to the CONSULTANT at least fifteen (15) days prior to the intended termination date. In the event of the termination of this Agreement, CONSULTANT shall be paid for Services completed prior to and on the date of termination, including those reimbursable reasonable and provable expenses actually incurred by the CONSULTANT. This Agreement may be terminated by mutual agreement of the parties.

5.2 Delivery of Materials Upon Termination

In the event of termination of this Agreement and prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT, unless otherwise excused by the CITY in writing, shall promptly furnish the CITY, at no additional cost or expense, with one (1) physical copy and one (1) electronic copy of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any subconsultant or subcontractor, in rendering the Services described herein ("Documents"), and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION 6
NOTICES

All written notices required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

REAL ESTATE RESEARCH CONSULTANTS, INC.
618 E. South Street
Orlando, Florida 32801

All written notices required to be given to the CITY hereunder shall be given by hand-delivery or United States mail, postage prepaid, to the CITY and City Attorney, separately, at:

CITY OF WINTER GARDEN
300 W. Plant Street
Winter Garden, Florida 34787
Attention: City Manager

CITY OF WINTER GARDEN
300 W. Plant Street
Winter Garden, Florida 34787
Attention: City Attorney

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

SECTION 7
WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

SECTION 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification. CONSULTANT agrees to indemnify and hold harmless the CITY, its representatives, employees, agents, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and costs with attorneys selected by the CITY, to the extent caused in whole or part by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of any Services rendered under this Agreement.

8.2 Insurance. CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, insurance in an amount necessary to fully protect CONSULTANT and its employees, agents, subconsultants and subcontractors from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its employees, agents, subconsultants or subcontractors, or anyone directly or indirectly employed by any of them for whose act or acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed (with coverage limits required by present Florida Statutes);
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle (with coverage of at least $500,000 per occurrence);
7. Claims for bodily injury or property damage arising out of completed operations; and
8. General liability insurance with coverage of at least $1,000,000 per occurrence.
9. Professional Liability insurance with coverage of at least $1,000,000 per occurrence.

8.3 CITY's Right to Inspect Policies. The CONSULTANT shall, upon fifteen (15) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies and certificates of insurance relating to such policies that are required in this Agreement.

SECTION 9
MISCELLANEOUS PROVISIONS

9.1 Discrimination. CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the CITY shall have the right to terminate this Agreement.

9.2 Compliance with Law. CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONSULTANT to its employees. CONSULTANT shall also require, by contract, that all subconsultants and subcontractors shall comply with the provisions of this subsection.

9.3 Licenses. CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services or Work as described herein. The CONSULTANT shall also require all subconsultants and subcontractors to comply by contract with the provisions of this subsection.

9.4 Compliance With New Regulations. CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the CONSULTANT to qualify for local, state, or federal funding for the Services to the rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, or to any Services Authorization, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related CITY/CONSULTANT contractual obligations, and to revise such Project budgets accordingly.

9.5 Consultant Not Agent of City. CONSULTANT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONSULTANT's relations with subconsultants or subcontractor, or in any other manner whatsoever. CONSULTANT shall perform its Services as an independent contractor and shall have responsibility for and control over the details of and means for performing the Services assigned and shall be subject to the directions of the CITY only with respect to the scope of work and the general results required.

9.6 Assignment and Delegation. CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this

Agreement as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

9.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

9.8 Amendment. This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed in writing by the parties.

9.9 Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

9.10 Headings. The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

9.11 Timeliness. CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of the Project.

9.12 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the City.

9.13 Remedies And Costs. Unless specified otherwise herein, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

9.14 Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding arising out of or concerning this Contract or if the parties do not agree to the resolution of a dispute pursuant to § 3.7 of this Contract, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any

event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

9.15 Attorneys' Fees & Litigation Costs. In the event of mediation or litigation between the parties concerning or arising from this Agreement and unless otherwise provided by law, each party shall bear their own attorneys' fees and litigation costs, except for in claims by the CITY for indemnity against CONSULTANT under this Agreement.

9.16 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of the CITY's sovereign immunity protections or any other protections, immunities and privileges afforded to the CITY and its officers, officials, employees and agents.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

ATTEST:

_____

Name: _____

(SEAL)

REAL ESTATE RESEARCH CONSULTANTS, INC., a Florida profit corporation

BY: _____
Owen Beitsch

Title: _____

Date:_____

CITY OF WINTER GARDEN, a Florida municipal corporation

_____
Michael Bolloefer, City Manager

Date:_____

APPROVED BY THE WINTER GARDEN CITY COMMISSION on December 11, 2014.

S:\AKA\CLIENTS\Winter Garden\Tri-City Partnership - Advisory Board\MASTER PLANNING SERVICES CONTRACT - SR 429 Corridor Study 11-12-2014.doc

Memorandum Summary

TO: Tanya Gerhartz, City of Winter Garden
FROM: Owen Beitsch, RERC
Cc: Craig Shadrix, City of Ocoee
DATE: August 26, 2014
RE: **Summary Scope: Small Area Planning for the 429 Corridor**

Please find attached our detailed scope of work for the SR 429 Corridor, including the study sites associated redevelopment potential near the three interchanges (SR 50, Franklin/Plant St, and W Road) as well the historic downtowns associated with both Winter Garden and Ocoee. The work is related to planning and positioning for potential economic development scenarios that may be available within the study geographies. Our scope of work and associated fees are summarized as follows:

Part I - Understanding: Issues and Opportunities

1. Project Coordination
2. Base Data Assembly (suitable for planning)
3. Kick off / Objectives Meeting
4. Site Analysis
5. Base Materials Review
6. Market Opportunities Scan
7. Issues and Opportunities Workshop (3 days)
8. Opportunities Summary

Deliverable: *a short report summary document with clearly stated study area and site opportunities analysis, programmed land uses and vignette plan view land development concept studies and comparable photos outlining the high level vision for the area, for linkages / circulation and land use related to key sites.*

Fee Part 1: Lump Sum Fee $49,500.00 including direct expenses.
This fee includes a $20,000.00 allocation for the desired Market Scan

Part II – Exploring: Study Area Urban Design and Planning

9. Focus Area Site Studies
10. Downtown Study Areas
11. Client Review
12. Development Scenarios Review
13. Design Refinement
14. Presentation of Concepts
15. Documentation Report

Deliverable: a written report summarizing the Consultant will assemble the Part 1 and Part 2 products into a written report, with color graphics and descriptive language according to the findings and recommendations. The report will include guiding principles stemming from discussions on land use/comp plan language necessary to create the high end corporate park, land use mix, height, and other accessory uses, including parks, amenities, wellness areas, landscaping etc. These principles should be easily amendable into the comp plans. The report will include findings of the Market Scan.

Fee Part II: Lump Sum Fee $50,500 including direct expenses.

A GAI COMPANY
Real Estate RESEARCH
CONSULTANTS

Bi-Cities Land Use and Economic Development Scope of Service
August 26, 2014

PROJECT BACKGROUND

Project Driver - The Cities of Ocoee and Winter Garden are interested in the economic development potential of the SR 429 Corridor from approximately the Florida Turnpike on the South to Clarcona / Ocoee Road on the North. This geography includes at least three key 429 interchange / intersection locations: Crown Point Pkwy/West Road, 438 (Plant St and Franklin St), and at Route 50. In addition to the interchange locations, the two Cities are particularly interested in their East-West linkage along Route 438 (Plant Street / Franklin St) which run to through the historic commercial heart of the two communities.

Work to Date - The two Cities have formed a working group to collectively examine the potential of the area. To date, the Cities have retained Angelou Economics to assess the market potential of the West Orange and 429 Corridor Specific areas, with the eventual goal of *identifying and activating* specific linkages between target industries and potential sites. This work has yielded insight regarding the competitive position of the area, key target industries as well as complimentary uses which may be attracted in support, and some of the site characteristics or needs necessary to attracting investment. Some preliminarily identified uses include Medical Device Manufacturing, Back Office operations and Clean Tech start-ups. Also, the Economic Development Plan prepared by Angelou Economics was just completed recommending the need to master plan the key interchanges. The work completed by Angelou Economics will be expanded upon through further market review as outlined in Attachment A.

Moving Forward - The next necessary step is to develop a general physical vision that describes the potential outcome of the economic development directions outlined in the work to date. This involves the development of urban planning and infrastructure concepts on key sites that can be used to articulate opportunities, explore land use options and ultimately promote the potential of the area. The work is also necessary to develop concepts for land and circulation patterns which will promote value, efficient delivery of services and the ability to capitalize on unique resources which the two communities share, such as their historic downtowns, neighborhoods, the popular West Orange Trail and Starke Lake.

Study Area – Referring to Exhibit 1 (attached), the general visioning area is described by the Red Line. Specific Focus areas are described in yellow. These include the three noted interchange locations as well as the two historic downtowns.

PART I – Understanding: *Issues, Opportunities and Objectives*

Conceptual Design Documents

1. **Project Coordination** – In addition to the specific services detailed below (the "Services"), RERC shall coordinate its work with the Client's representative and the Client's project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

2. **Base Data** – The Client will provide RERC with the following data that will be incorporated into the development of base plans prior to beginning design work. RERC shall rely on all

Winter Garden has a strong historic main street, and recommendations may regard areas adjacent to downtown, the approach, and linkages to SR 50, SR 429 and Ocoee.

11. **Client Review** – The Client will review the preliminary conceptual design plans and provide comments and input as appropriate. The drawings will be in "plan view" format at a scale of approximately 1"=200' or larger. Simple 3-D modeling (SketchUp) will be completed to also describe building massing and urban form. The client will provide a consolidated set of written comments to the diagrams. The diagrams will be edited one (1) time. Additional revisions or concepts requested by the Client shall be provided as an Additional Service.

12. **Development Scenarios Review** – The Client will arrange, as appropriate, meetings with City Staff, members of the land development community to review the concepts. The consultant team will present and describe the development alternatives. The consultant will budget 8 hours for the stakeholder review meetings, which may occur in one full-day setting, or as a group of 3-4 individual 2 hour meetings.

13. **Design Refinement** – following the review meetings, the consultant shall refine the vision plan for the overall study area (land uses and key circulation / linkages and open space structure) as well as the Focus Areas and Downtowns (detailed redevelopment plan vision, land use, urban form, circulation and open space.

    Deliverables – As a result of these tasks, the Consultant shall produce the following:

    - *One (1) master vision Illustrative plan for the total study area including organizing Goals and Planning Principles diagrams.*
    - *One (1) master land use, circulation and open space concept diagram for the total study area.*
    - *Up to two (2) detail urban development plans for each of the three Focus Areas. The alternatives will be as a result of alternative programs, development opportunities or technical solutions as a result of input from the Client, Economic consultant or others.*
    - *SketchUp Modelling of the Focus Area developments plans.*
    - *Development Program, Goals and Planning Principles diagrams for each of the three sites.*
    - *A downtown plan diagram with organizing principles for each of the two historic downtowns.*
    - *Up to (8) total high quality perspective renderings that describe the vision of the 3 Focus Area Sites and each of the two downtowns at client direction.*

14. **Presentation of Concepts** – the Consultant will present the concepts up to two times as directed by the Client. This may include City Councils, Public or other. The presentations will be made using PowerPoint and other collateral graphics.

15. **Documentation / Deliverable** – the Consultant will assemble the Part 1 and Part 2 products into a written report, with color graphics and descriptive language according to the findings and recommendations. The report is anticipated to be 11x17 format. Among the other project products, the written report will include:

Planning recommendations – Guiding principles stemming from discussions on land use/comp plan language necessary to create the high end corporate park, land use mix, height, and other accessory uses, including parks, amenities, wellness areas, landscaping etc, which are easily amendable into the comp plan. The plan will also describe recommended land use and zoning policy changes for the study area (and/or subareas) and detailed steps necessary to implement these changes.

Market Scan – Study of market forces, competition, supply and demand, price points, viable product description etc, as outlined in Attachment A.

Deliverable: 10 hard copies and one PDF file of the report document. Raw/root files of all graphics, mapping and modeling as request by the Client on a memory device.

PART III – Implementing: *Additional / Future Services*

As the project proceeds, RERC (and GAI) can continue to develop more detailed analysis of key areas, as well as specific infrastructure, utility and land use planning and development standards and market / development pro-forma information in order to explore and enable the desired outcomes. We believe these efforts can be better defined and targeted following the first two components of work.

Other Additional Services may include, but are not limited to: additional development alternatives, graphic renderings, meetings and workshops, detail urban design, infrastructure planning, economic development or market opportunities analysis, marketing materials, landscape or engineering design.

Fees and Schedule

The scope as outlined is based on a lump sum fee of $100,000.00 including direct expenses (estimated at $4000.00). Invoices will be submitted monthly based on percentage of work completed.

The Fees for Part I – *Understanding: Issues and Opportunities* shall be a lump sum of $49,500.00 including direct expenses, estimated at $1,500.00. This shall include an Allocation of $20,000 for the Market Scan products identified in Part 1, paragraph 6, and Attachment A.

Fees for Part II - *Exploring: Study Areas Urban Design and Planning* shall be a lump sum of $50,500.00 including direct expenses, estimated at $2,500.00.

Additional Services will be completed according to an agreed upon fee for service.

RERC is prepared to initiate the work upon authorization, according to an agreed upon schedule. The project is estimated to require 10 weeks to complete.

TERMS AND CONDITIONS

The following paragraphs express conditions and limitations which our firm necessarily states with any engagement of this nature. Please call us if you should have questions.

Our services will not include legal and regulatory counseling although we may comment on matters associated with zoning, as well as, other state and local government regulations, permits and licenses. Further, no effort will be made to determine the possible effects on any specific projects as they may be influenced by present or future federal, state or local legislation, including any bond restrictions, changes in tax structure or tax law, environmental or ecological matters, or interpretations thereof. Our documentation will contain a statement to that effect.

Any conclusions and/or any prospective financial information that may be included in our documentation will be based on estimates and assumptions from previous studies, information developed from supplemental research, knowledge of the industry and other sources, including certain information that you may provide. These sources of information and bases of significant estimates and assumptions will be stated in our documentation. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Therefore, actual results achieved will vary from any estimates, and the variations may be material. Our documentation will contain a statement to that effect.

Our documentation will be intended solely for your information, planning, and as material that could be placed into evidence. It should be relied upon only for these purposes. We will so state in our documentation. Otherwise, neither our documentation nor its contents, nor any reference to our firm may be included or quoted in any offering circular or registration statement, loan or other agreement or document not previously specified in this document without our prior written permission. Permission will be granted upon meeting certain conditions. We appreciate your interest in RERC and look forward to hearing from you soon.

To authorize the work, please sign one copy of this memorandum and return the original to Owen Beitsch. If you have any questions, please do not hesitate to contact Owen at (407) 843-5635.

AUTHORIZATION TO PROCEED

_____

Michael Bollhoefer, City Manager
City of Winter Garden
Date: _____

_____

Owen Beitsch, Real Estate Research Consultants, A GAI Company

Attachments: Attachment A – Market Scan Study Detail
Attachment B – Generalized Study Area Map

Attachment A

TO: 429 Corridor Planning Team

FROM: Owen M. Beitsch, PhD, CRE, FAICP

DATE: August 25, 2014

RE: **Scope of Services**

RERC will prepare a market scan which provides projections of a generalized nature regarding reasonable expectations about the inventory of industrial, retail and office facilities that might be supportable in the SR 429 corridor defined by Winter Garden and Ocoee. The purpose of this effort is to enhance certain land use planning that would occur in response to the projections through 2030.

Specific to this context, the categories of land use identified will be broadly construed. To the extent detail among classifications and particular types of users, configurations, amenities or other details may be of interest, such detail could be provided in other work to follow for additional fees.

SCOPE AND WORK PROGRAM

RERC's work *would include*, but at the consultant's option, may not be limited to the following key tasks.

- Review all documents, studies, or plans currently available and related to the current planning efforts such as:
  - The community's existing Comprehensive Plan
  - Site specific studies, drawings, appraisals, or documents for any proposed properties or areas
  - Any plans/budgets related to capital improvements
  - Plans and policies related to incentives for developments
  - Any other related materials otherwise affecting the longer term direction of the area's future development
- Identify socioeconomic trends that have a bearing on the types of employment now or reasonably expected to be in the study area
- Identify threshold levels of demand for these uses based on past and reasonably foreseeable trends within a specific time context
- Identify competitive or comparable concentrations of development in the region that might have a bearing on concepts envisioned in the study area, noting in particular:

- Types of employment and scale of activity
- General share of regions office, industrial or other major facilities
- Evolution and change within existing centers
- Locational advantages and disadvantages
- Industry specializations [if any observable]
- Present status and competitive position

- Compare analytical results drawn from the above in the context of up to three case studies occurring in other major regional settings:

  - Places with newly enhanced regional/highway access
  - New greenfield employment centers
  - High-tech/green business parks
  - Capture by new center

- Reconcile opportunities and constraints as they relate to Orange County generally and Winter Garden and Ocoee more specifically:

  - Achievable scale
  - Key implementation issues
  - Opportunities in threshold years

- Deliverables:

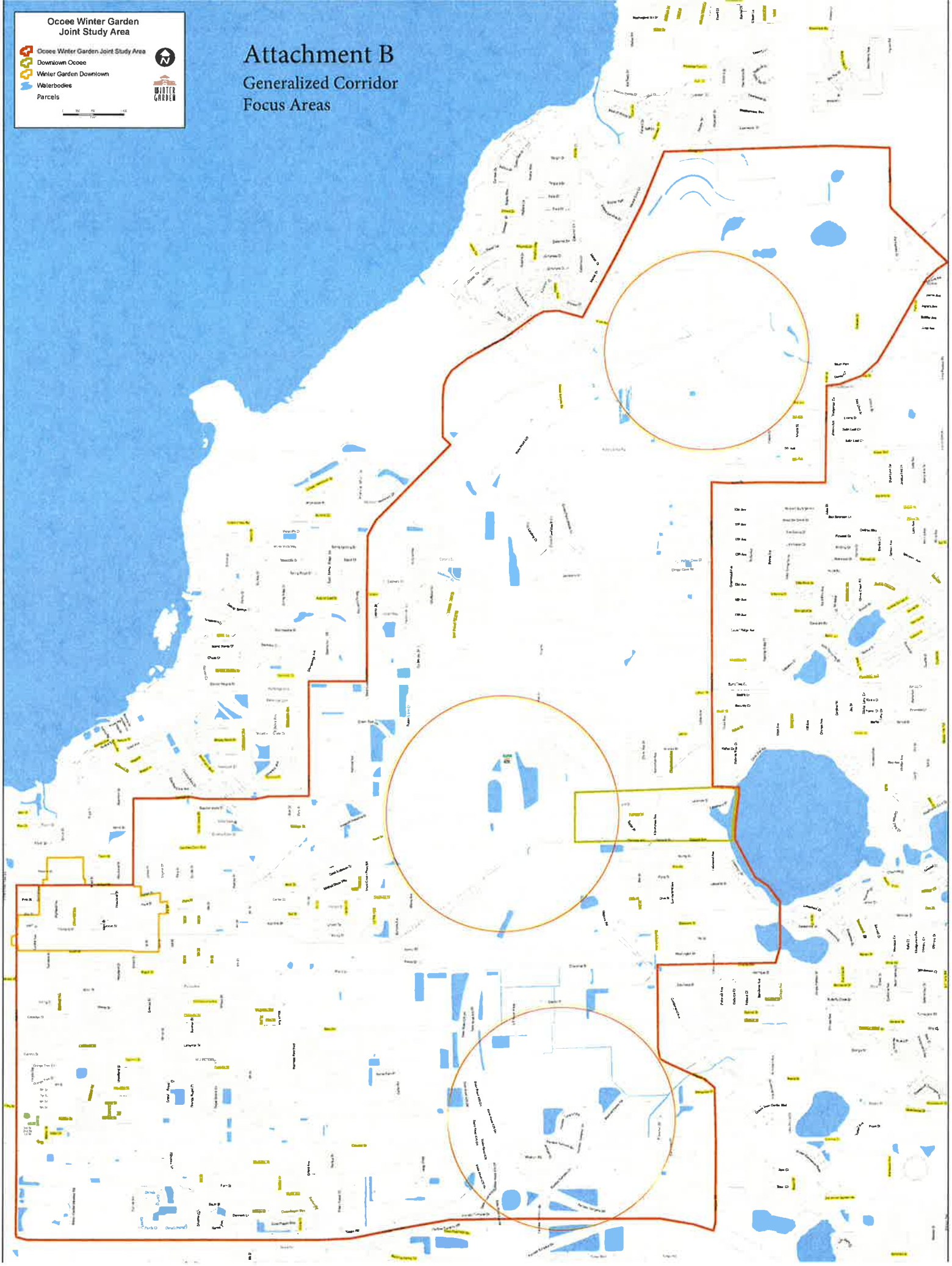
  - Report and tables as needed to support the analysis
  - Participation in scheduled meetings and discussion
  - Questions and needs identified for discussion at such meetings

FEES

We are budgeting $ 20,000 for the scans described.

Attachment B

Generalized Corridor Focus Areas



REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "**Reimbursement Agreement**") is made and entered into this ___ day of November, 2014, by and between the City of Ocoee, Florida, a Florida municipal corporation ("**Ocoee**"), and the City of Winter Garden, Florida, a Florida municipal corporation ("**Winter Garden**").

RECITALS:

WHEREAS, Ocoee and Winter Garden, together with the City of Apopka, Florida, are members of that certain Tri-City Partnership formed for the purpose of exploring opportunities to promote economic development along the State Road 429 corridor (the "**Corridor**") to encourage business growth within their jurisdictions and to identify targeted industry clusters, regional catalysts, and economic opportunities to create new jobs within their respective communities (the "**Partnership Purpose**"); and

WHEREAS, Ocoee and Winter Garden desire to commission a study of certain sites along the Corridor within their respective jurisdictions consistent with the Partnership Purpose (the "**Corridor Study**"); and

WHEREAS, the Corridor Study will include planning for study sites associated with the redevelopment potential of certain interchanges within the Corridor, including the State Road 50 interchange, the Franklin/Plant Street interchange and the West Road interchange; and

WHEREAS, the Corridor Study will also look at potential economic development opportunities within the Corridor Study areas; and

WHEREAS, Ocoee and Winter Garden will work together to agree upon a scope of work for the Corridor Study; and

WHEREAS, Winter Garden will be the procuring entity for the consultant to perform the agreed-upon scope of work for the Corridor Study, with such Corridor Study being at a cost not to exceed $100,000.00; and

WHEREAS, Ocoee has advised Winter Garden that the State of Florida has budgeted a line item appropriation in the amount of $100,000 in the State of Florida's community grants program and Ocoee is in the process of converting the same into a grant in that amount from the Department of Economic Opportunity for the Corridor Study (the "**DEO Grant**"); and

WHEREAS, provided Ocoee receives the funds from the DEO Grant, Ocoee shall pay for the entire cost of the Corridor Study out of its own funds and then get reimbursed from the DEO Grant or out of the monies obtained from the DEO Grant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which

consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree as follows:

Section 1. **Recitals**. The parties agree that the recitals set forth above in this Reimbursement Agreement are true and correct and are made a part hereof for all purposes.

Section 2. **Corridor Study and Payment**. The City Managers or their respective designees of Ocoee and Winter Garden shall work together in good faith to agree upon a scope of work and work product to be produced for the Corridor Study. Once the parties have agreed upon a scope of work and work product to be produced for the Corridor Study, Winter Garden shall select and procure a qualified consultant to perform such work pursuant to the procurement policies and requirements of Winter Garden. If the parties cannot agree upon the scope of work and work product to be produced for the Corridor Study, this Agreement may be terminated prior to Winter Garden engaging a Corridor Study consultant by either party upon written notice to the other.

Once the Corridor Study consultant has been engaged by Winter Garden, any work product produced by the consultant will be shared between Ocoee and Winter Garden. Within five (5) business days of Winter Garden's receipt of an invoice from the consultant, Winter Garden shall provide a copy of such invoice to Ocoee. Ocoee shall pay such invoices directly to the consultant within twenty (20) days of receipt of such invoices. In the event Winter Garden elects to pay an invoice, or any part thereof, Ocoee shall reimburse Winter Garden for such invoice payment within twenty (20) days of receipt of evidence of payment together with a copy of the consultant's invoice.

Section 3. **DEO Grant**. Ocoee and Winter Garden acknowledge and agree that the purpose of the DEO Grant is to reimburse the City of Ocoee for the funding of the Corridor Study and that Ocoee shall be responsible for paying the consultant selected and procured by Winter Garden for the full cost of the Corridor Study up to $100,000.00. In the event Ocoee has received funding from the DEO Grant prior to or during the time of completion of the Corridor Study, Ocoee shall retain the monies from the DEO Grant and use such funds to pay the invoices as they come due pursuant to the payment schedule. Ocoee shall promptly notify Winter Garden in the event Ocoee learns that the DEO Grant has not been funded. Ocoee shall be responsible for compliance with the DEO Grant requirements. In the event Ocoee does not receive the funding from the DEO Grant until after the consultant has been paid for all work performed by the consultant pursuant to the payment schedule, provided that Ocoee has paid each invoice, Ocoee shall be entitled to retain the funds from the DEO Grant to reimburse itself for the funds expended for the Corridor Study. In the event Ocoee does not receive the funding from the DEO Grant due to the State of Florida's failure to appropriate funds for the DEO Grant or otherwise, Ocoee and Winter Garden agree to split the cost of the Corridor Study equally and the parties agree to take such steps as may be reasonably required to ensure that neither party pays for more than fifty percent (50%) of the Corridor Study; provided, however, such does not prevent the parties from seeking partial reimbursement from the City of Apopka for the cost of the Corridor Study.

Section 4. **Time of the Essence**. Time is of the essence of this Reimbursement Agreement.

Section 5. **Authority of Ocoee**. Ocoee hereby represents and warrants to Winter Garden that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Reimbursement Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of Ocoee, and is enforceable in accordance with its terms and provisions.

Section 6. **Authority of Winter Garden**. Winter Garden hereby represents and warrants to Ocoee that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Reimbursement Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of Winter Garden, and is enforceable in accordance with its terms and provisions.

Section 7. **Amendment: Waiver**. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Reimbursement Agreement. The failure of Ocoee or Winter Garden to insist in anyone or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Reimbursement Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Ocoee or Winter Garden of any covenant, agreement, term, provision or condition of this Reimbursement Agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized official on behalf of Ocoee or Winter Garden.

Section 8. **Consent**. Unless otherwise specifically provided herein, no consent or approval by the Ocoee or Winter Garden permitted or required under the terms of this Reimbursement Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing.

Section 9. **Severability**. If any article, section, subsection, term or provision of this Reimbursement Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Reimbursement Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Reimbursement Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Reimbursement Agreement.

Section 10. **Binding Effect**. Except as may otherwise be provided herein to the contrary, this Reimbursement Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Ocoee and Winter Garden.

Section 11. **Governing Law**. This Reimbursement Agreement has been prepared in the State of Florida and shall be governed in all respects by the laws of the State of Florida.

Section 12. **Effective Date**. This Reimbursement Agreement shall be a legally binding agreement, in full force and effect, as of the date set forth in the first paragraph of this Reimbursement Agreement.

Section 13. **Third-Party Beneficiary**. The provisions of this Reimbursement Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other third person, nor shall this Reimbursement Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

Section 14. **Attorneys' Fees**. Each party shall bear their own respective attorneys' fees and costs in any litigation or other dispute between the parties arising from this Reimbursement Agreement.

Section 15. **Sections and Subsections**. All titles or headings are only for convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Section 16. **Entire Agreement**. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral or written agreements of the parties. There are no unwritten oral agreements between the parties relating the subject matter hereof. All prior negotiations, writings, discussions, correspondence, and preliminary understandings between the parties hereunder and others relating hereto are superseded by this Reimbursement Agreement.

Section 17. **Interpretation**. This Reimbursement Agreement has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Reimbursement Agreement.

[Signature Pages Follow]

Signed, Sealed and Delivered in the Presence of:

_____

Print Name:_____

_____

Print Name:_____

"OCOEE"

CITY OF OCOEE, a Florida municipal corporation

By:_____
S. Scott Vandergrift
Mayor

Attest:_____
Beth Eikenberry
City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE.
Approved as to form and legality this ____ day of _____, 2014.

Shuffield, Lowman & Wilson, P.A.

By:_____

City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____, 2014 UNDER AGENDA ITEM NO. _____.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2014, by **S. SCOTT VANDERGRIFT and BETH EIKENBERRY** as Mayor and City Clerk, respectively of the **CITY OF OCOEE**, a Florida municipal corporation, on behalf of the corporation. Said persons are personally known to me or have produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Signed, Sealed and Delivered in the Presence of:

_____

Print Name:_____

_____

Print Name:_____

"WINTER GARDEN"

CITY OF WINTER GARDEN, a Florida municipal corporation

By:_____
John Rees
Mayor

Attest:_____
Kathy Golden
City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF WINTER GARDEN. Approved as to form and legality this ____ day of _____, 2014.

Fishback Dominick

By:_____

City Attorney

APPROVED BY THE WINTER GARDEN CITY COMMISSION AT A MEETING HELD ON _____, 2014 UNDER AGENDA ITEM NO. _____.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2014, by **JOHN REES and KATHY GOLDEN** as Mayor and City Clerk, respectively of the **CITY OF WINTER GARDEN,** a Florida municipal corporation, on behalf of the corporation. Said persons are personally known to me or have produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: Approve Purchase of a Solid Waste Front-end Loading Commercial Truck

Issue: This is a piggyback purchase of a bid from the Florida Sheriffs Association State Contract.

This truck was intended to replace truck #269, which has 122,652 miles of wear over the past three years. Maintenance costs within this timeframe have been approximately $52,163.77. Due to the need for share trucks, when our newer trucks are being serviced, we recommend keeping truck #269 as a spare for another year. This truck is budgeted in the 2014-2015 Capital Improvement Budget.

The total cost of the new truck is $236,835.50. The truck is a 2016 model, but the price has not been increased from the 2014 State Contract price.

Recommended action:

Move to approve the purchase of a 2016 Front-end Loading Commercial Truck using the State Contract, with a total purchase price $236,835.50.

Attachments/References:

- Price quotes from Nextran Truck Center and State Contract #14-12-0904.

MEMO

To: Donald Cochran, Assistant City Manager

From: Richard Fasano, Solid Waste Division Manager

Date: 11/4/14

Re: Commercial Front-End Load Truck Capital Purchase

Don,

The attached bid is to order a new front-end load commercial truck. The bid represents a piggyback with the Florida Sheriffs Association of Counties contract. In order to ensure consistent service to our commercial customers, I am recommending that the new truck be placed in service immediately to replace truck #269 as a front-line truck; however, truck#269 will remain as a spare in the event of mechanical breakdown.

Truck #269 has 122,652 miles and over the last three years, we have spent approximately $52,163.77 on repairs and maintenance of truck #269. Cost to maintain truck #269 will be minimal because it will no longer be a front-line truck.

The cost of the new truck is $236,835.50.

Respectfully

Richard Fasano

BUYER'S ORDER

NEXTRAN™ TRUCK CENTER

Sold to: **City Of Winter Garden**
880 West Bay Street
Winter Garden, Fl 34787

Invoice Number: 11042014
Date: November 4, 2014
PO #:
Salesman: Rob Race

Make	Year	Model	Type	VIN NUMBER		Amount
Mack	2016	MRU	NEW	ORDEROUT	$	137,390.00
McNeilus	2016	4029/40yrd	NEW	ORDEROUT	$	99,431.00
				Total Selling Price:	**$**	**236,821.00**
				Less Trade In:		$0.00
				Sub Total:	$	236,821.00
				Federal Excise Tax:		
PRICING BASED OFF FSA BID# 14-12-0904				Net Price Difference:	**$**	**236,821.00**
				Disposal Fee:	$	14.50
				Sales Tax:		???????
				Tag & Title	$	-
				Plus Payoff:	$	-
				AMOUNT DUE:	**$**	**236,835.50**

Customer Signature

WITH OUT FLA SALES TAXES

MV Registration#: MV12152
Our Service Manager is Joe Ponder
Our Parts Manager is Matt Lenhart
Our Sales Manager is Barry Sessions
Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: December 4, 2014 **Meeting Date:** December 11, 2014

Subject: Approve Purchase of a Solid Waste Automated Side Loading Truck

Issue: This is a piggyback purchase of a bid from the City of Venice, FL for one 2016 Side Loading Refuse Truck, Lodal MAG 20 Automated Sideloader, with a purchase price of $235,115.00.

This truck was intended to replace truck #270, however due to the need of adding an additional route to service the new subdivisions being added to the City, this truck will be kept another year to be used as a spare truck, when the others trucks are being repaired. This truck is budgeted in the 2014-2015 Capital Improvement Budget.

Recommended action:

Move to approve the purchase of a 2016 Side Loading Refuse Truck Lodal MAG 20 Automated Sideloader from Container Systems and Equipment, with a total purchase price of $235,115.00.

Attachments/References:

- Price quotes from Container Systems and Equipment Company.

Container Systems & Equipment Co., Inc.

November 3, 2014

Mr. Richard Fasano
City of Winter Garden

RE: Purchase proposal for an additional Lodal EVO automated sideloader

Mr. Fasano,

Thank you for your consideration of another Lodal automated sideloader. We would like to extend the 2012 pricing that you purchased from last year, to enable the City to get another identical truck for the same amount of money. What you did last year was piggyback from a City of Venice contract and essentially you will be doing the same thing this year. The cost will remain $235,115. Build time is estimated to be 90 days.

Included in this package is a copy of last year's proposal as well as the City of Venice bid document. Thank for allowing us to be a vendor with the City of Winter Garden since 1999. I sincerely appreciate the opportunity to work with you again.

Respectfully,

Robert Barton

Robert Barton

506 Bellevue Avenue, Daytona Beach, FL. 32114. 386-253-5555 Fax 386-253-8537

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Don Cochran, Public Services

Via: City Manager Mike Bollhoefer

Date: December 3, 2014 **Meeting Date:** December 11, 2014

Subject: Renew Contract with Quality Vaults Inc. for opening and closing cemetery services.

Issue: Quality Vaults Inc. has agreed to maintain the same rates for the opening and closing of cemetery services for another year.

Next year we will be advertising for bids on these services, as this is the end of the three year contract extension with Quality Vaults Inc.

Recommended action:

Approve annual agreement with Quality Vaults Inc. for opening and closing grave services for one year.

Attachments/References:

- Letter related to Rate Schedule from Quality Vaults

QUALITY VAULTS & MONUMENTS, INC.

TOLL FREE 1-800-449-8223

November 3, 2014

To Whom it may concern:

We will not be having an increase in price for the services provided in the Winter Garden Cemetery. If you have any questions, please feel free to contact me at 407-656-8781.

Jim Tramonte
President
Quality Vaults & Monuments

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Theo Graham, General Employees Pension Board Chairman

Date: December 2, 2014 **Meeting Date:** December 11, 2014

Subject: Expiring term of a General Employees Pension Board Trustee

Issue: Affirming the reappointment of Trustee member Mark Griffith

The General Employees Pension Board met on December 2, 2014 and selected Mark Griffith to be reappointed. Mr. Griffith has indicated he would accept the reappointment. His term expires on December 31, 2014 and this appointment would be for two years.

Reference:

City Code Sec. 54-28. Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be appointed by the city commission, and two of whom shall be members of the system, who shall be elected by a majority of the general employees who are members of the system. **The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office.**