



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

REGULAR MEETING

October 8, 2015

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Budget Hearings and Regular Meeting of September 24, 2015

2. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 15-61:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS 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 15-62:** 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 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

C. **Ordinance 15-63:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD FROM ORANGE COUNTY A-1 AGRICULTURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Manager Pash

3. **REGULAR BUSINESS**

- A. Recommendation to approve Developer’s Agreement for 420 Roper Road (Sonata West Orange Campus) - Community Development Manager Pash
- B. Recommendation to approve Binding Lot Agreement for 420 Roper Road (Sonata West Orange Campus) - Community Development Manager Pash
- C. Recommendation to approve granting a drainage easement and temporary construction easement on City parcel 34-22-27-0000-00-042 to Mattamy Orlando, LLC (807 Avalon Road) for the purpose of obtaining a water district permit as part of building a new residential neighborhood - Community Development Manager Pash
- D. Recommendation to approve awarding four CDBG Housing Rehabilitation contracts (\$182,129) and one Replacement contract (\$100,210.78) to qualified low bidder Construction 360 contingent upon receiving Site Specific Release from the Department of Economic Opportunity – Economic Development Director Gerhartz
- E. Appointment to the Planning and Zoning Board to fill seat vacated by Eric Weiss (*District 2*); term expires October 30, 2017 – City Clerk Golden

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

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

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

- A. Special Events Presentation (*postponed 9/24/2015*)

7. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on October 22, 2015 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

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.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the 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 any opening invocation that is offered or to participate in 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 opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolution 15-04)

	Those needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at least 48 hours in advance of the meeting (407) 656-4111 x2254.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 x5455.
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CITY OF WINTER GARDEN

CITY COMMISSION BUDGET HEARINGS and REGULAR MEETING MINUTES September 24, 2015

The **BUDGET HEARINGS** and **REGULAR MEETING** of the Winter Garden City Commission were called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An invocation and Pledge of Allegiance were given.

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

Also Present: City Manager Mike Bollhoefer, Assistant City Attorney Dan Langley, City Clerk Kathy Golden, 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, and Economic Development Director Tanja Gerhartz

BUDGET HEARINGS

1. **SECOND READING AND PUBLIC HEARINGS TO ADOPT PROPOSED BUDGETS AND MILLAGE RATE AND FOR FISCAL YEAR 2015/2016**

- A. **Ordinance 15-66:** AN ORDINANCE LEVYING TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016

Assistant City Attorney Langley read Ordinance 15-66 by title and Section 1 of the ordinance; the City of Winter Garden hereby adopts, establishes and levies a millage rate for ad valorem taxation of real and tangible personal property within the City of Winter Garden for the Fiscal Year beginning October 1, 2015, and ending on September 30, 2016, at the rate of 4.2500 mills (\$4.25 for every \$1,000 of assessed valuation) upon the assessed valuation of property within the corporate limits of the City of Winter Garden, Florida. This millage rate is greater than the rolled back rate of 3.9621 mills by 7.27 percent.

Finance Director Zielonka stated that the budget proposal includes leaving the millage rate the same and is not a tax increase. The emailed questions, by the City Commission, are being responded to via the City Manager.

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

Motion by Commissioner Buchanan to adopt Ordinance 15-66. Seconded by Commissioner Sharman and carried unanimously 5-0.

- B. **Ordinance 15-67:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016

Assistant City Attorney Langley read Ordinance 15-67 by title and the following excerpt:

Collection of Ad Valorem	\$10,006,888
Revenue other than Ad Valorem	<u>20,827,080</u>
TOTAL REVENUES	\$30,833,968
Appropriations from Fund Balance	<u>10,043</u>
TOTAL AVAILABLE FOR EXPENDITURES	\$30,844,011

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

Motion by Commissioner Sharman to adopt Ordinance 15-67. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- C. **Ordinance 15-68:** AN ORDINANCE APPROPRIATING AND ALLOCATING ALL REVENUE AND FUNDS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF WINTER GARDEN, FLORIDA, FOR THE TAX YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016

Assistant City Attorney Langley read Ordinance 15-68 by title with the following excerpt:

Collection of Ad Valorem	\$ 335,361
Revenue other than Ad Valorem	<u>349,940</u>
TOTAL REVENUES	\$ 685,301
Appropriations from Fund Balance	<u>983,125</u>
TOTAL AVAILABLE FOR EXPENDITURES	\$1,668,426

Finance Director Zielonka shared that this ordinance was taken to the CRA Advisory Board who approved it unanimously with no recommended changes.

Commissioner Olszewski asked City Manager Bollhoefer if this CRA budget will help expedite the revitalization efforts in East Winter Garden. Mr. Bollhoefer responded yes; there is approximately \$200,000 set aside for housing rejuvenation.

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

Motion by Commissioner Olszewski to adopt Ordinance 15-68. Seconded by Commissioner Sharman and carried unanimously 5-0.

- D. **Ordinance 15-69:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AUTHORIZING THE APPROPRIATIONS OF CITY FUNDS FOR FISCAL YEAR 2015-16 IN ACCORDANCE WITH ARTICLE 3 SECTION 30 (5) OF THE CITY CHARTER OF THE CITY OF WINTER GARDEN, FLORIDA AND FLORIDA STATUTE 166.241 FOR THE PURPOSE OF FULFILLING THE FINANCIAL OBLIGATIONS OF THE CITY

Assistant City Attorney Langley read Ordinance 15-69 by title only.

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

Motion by Commissioner Sharman to adopt Ordinance 15-69. Seconded by Commissioner Olszewski and carried unanimously 5-0.

REGULAR CITY COMMISSION MEETING

2. APPROVAL OF MINUTES

Motion by Commissioner Makin to approve regular meeting minutes of September 10, 2015 as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

3. PRESENTATION

A. **Proclamation 15-07:** Diaper Need Awareness Week September 28 through October 4, 2015 was read by Mayor Rees and presented by the City Commission. The Proclamation was accepted by Ms. Sharon Lyles of the Second Chance Resource Center.

4. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 15-61:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS 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 15-62:** 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 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
- C. **Ordinance 15-63:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD FROM ORANGE COUNTY A-1 AGRICULTURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Assistant City Attorney Langley read Ordinances 15-61, 15-62 and 15-63 by title only.

Community Development Manager Pash stated that this is a voluntary annexation of which the property owners are requesting R-1 zoning and low density residential land use designation. It has been reviewed by staff and approval is recommended of all three ordinances.

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

Motion by Commissioner Makin to approve Ordinances 15-61, 15-62 and 15-63 with the second reading and public hearing being scheduled for October 8, 2015. Seconded by Commissioner Buchanan and carried unanimously 5-0.

5. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**
- A. **Ordinance 15-60:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2014-2015 BUDGET, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Assistant City Attorney Langley read Ordinance 15-60 by title only.

Finance Director Zielonka stated that staff is requesting an amendment to the current budget to add an account for capital projects fund for the downtown parking garage.

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

Motion by Commissioner Makin to adopt Ordinance 15-60. Seconded by Commissioner Sharman and carried unanimously 5-0.

6. **REGULAR BUSINESS**

A. **Recommendation to approve blocking Plant Street from Dillard Street to Park Avenue for the West Orange High School Homecoming Parade on October 15, 2015**

City Manager Bollhoefer stated that the City has done this each year; allowing the closure of the street for approximately 15 minutes from 5:45 p.m. to 6:00 p.m. Staff recommends approval.

Motion by Commissioner Olszewski to approve blocking Plant Street from Dillard Street to Park Avenue for the West Orange High School Homecoming Parade on October 15, 2015. Seconded by Commissioner Makin and carried unanimously 5-0.

7. **MATTERS FROM PUBLIC**

Theo Graham, 213 W. Tilden Street, Winter Garden, Florida, addressed the County collecting over \$10 million from City of Winter Garden property owners and asked where it is being spent in Winter Garden. He asked the City Commission if they could look into how the funds are being disbursed. City Manager Bollhoefer shared that there is no legal requirement that it be equitable. In his discussion with Orange County, the County noted that the City benefits from mosquito spraying, operation of the jail that benefits all the cities, animal control services, etc. He stated that Orange County makes all their decisions on their budget, and they decide how they will spend the money.

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

9. **MATTERS FROM CITY MANAGER**

A. **Special Events Presentation**

Mr. Bollhoefer shared that he is making a few changes and will be bringing this back to the next meeting.

• **Code Enforcement of downtown building maintenance**

Mr. Bollhoefer gave an update on the maintenance of some of the buildings downtown. He explained that staff did a walk-through of the downtown area to do an evaluation of all the buildings. A meeting with downtown merchants was also held. After seeing all of the violations, he changed his plans and is having staff assemble a book that he will meet with each Commissioner independently to go over the information before the process is started. He anticipates some of the businesses may want to contact them before the next step is taken. Mayor Rees agreed.

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman thanked the City Manager for meeting with him and some of the residents regarding the road improvements at the State Road 429 overpass and CR 535.

Commissioner Olszewski thanked city staff for the outstanding 9-11 memorial dedication.

Commissioner Makin clarified that the downtown merchants sponsored the monthly car show, not the City. He noted that many have asked if the City would get involved in continuing this event and wanted to know the desires of the City Commission. City Manager Bollhoefer gave the City Commission a brief update. There was discussion on the car show and possible changes.

Mayor Rees addressed a call he received from a group that offers an autistic horse riding program. He shared that they are looking to relocate to Winter Garden and would need about 15 acres. There was discussion on possible locations that the City Manager is working on.

The meeting adjourned at 7:03 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: October 1, 2015 **Meeting Date:** October 8, 2015

Subject: N West Crown Point Road
Annexation, FLU Amendment, & Zoning
Ordinance 15-61
Ordinance 15-62
Ordinance 15-63
PARCEL ID# 12-22-27-1840-24-011

Issue: The owner is requesting voluntary annexation, initial zoning of R-1, and a Future Land Use of Low Density Residential for the property located at N West Crown Point Road.

Discussion:
The owner of the property located at N West Crown Point Road is requesting annexation into the City of Winter Garden to build a new single-family house and connect to City services.

Recommended Action:
Staff recommends approval and adoption of Ordinance 15-61, Ordinance 15-62, and Ordinance 15-63.

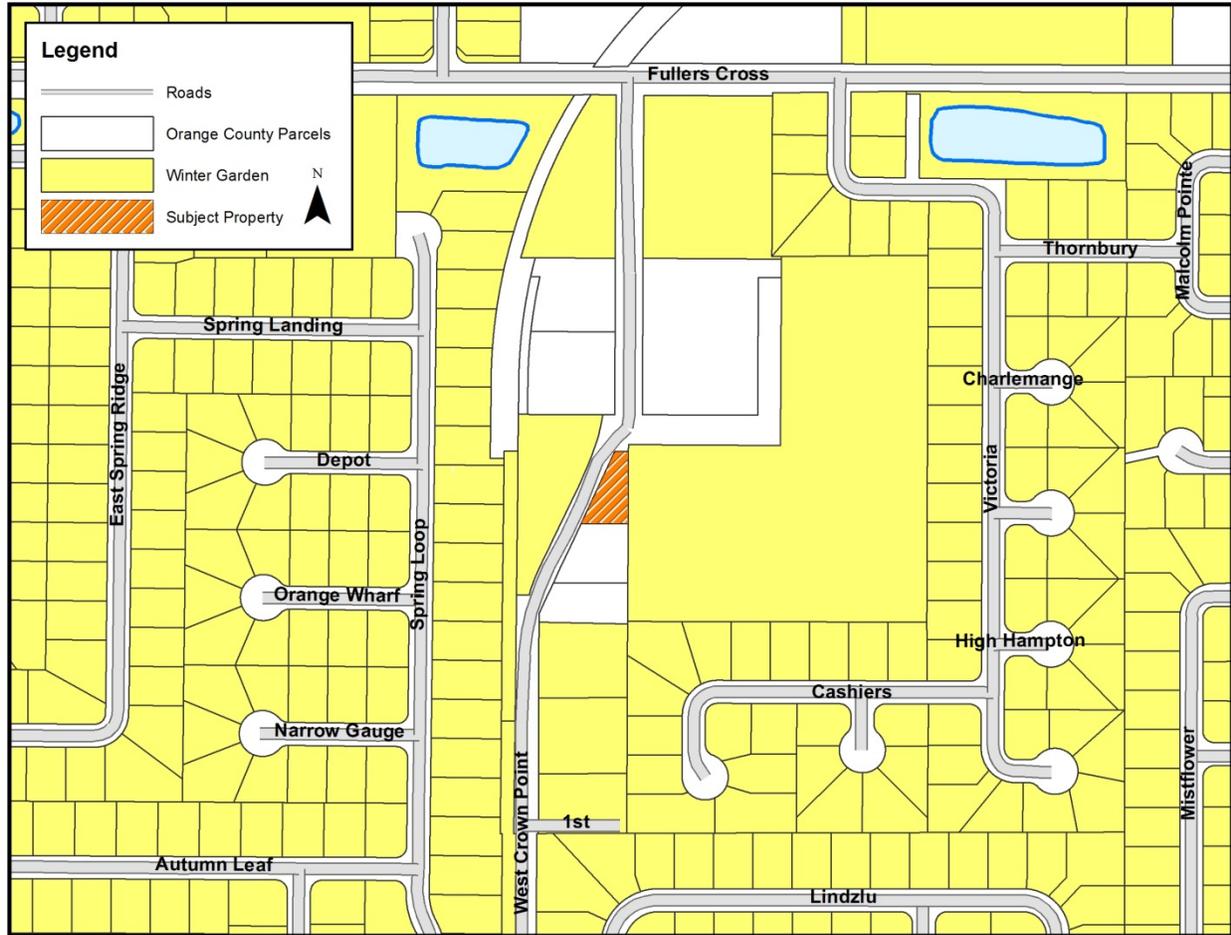
Attachment(s)/References:

Location Map
Ordinance 15-61
Ordinance 15-62
Ordinance 15-63
Staff Report

LOCATION MAP

N West Crown Point Road

Annexation, Future Land Use, Zoning



ORDINANCE 15-61

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS 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 0.23 ± acres with Parcel ID Number 12-22-27-1840-24-011 located on the east side of North West Crown Point Road north of Macy Du Lane and south of East Fullers Cross 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 in ATTACHMENT “B” shall be annexed into the City of Winter Garden, Florida.

SECTION 3: *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have

over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 12-22-27-1840-24-011

DESCRIPTION:

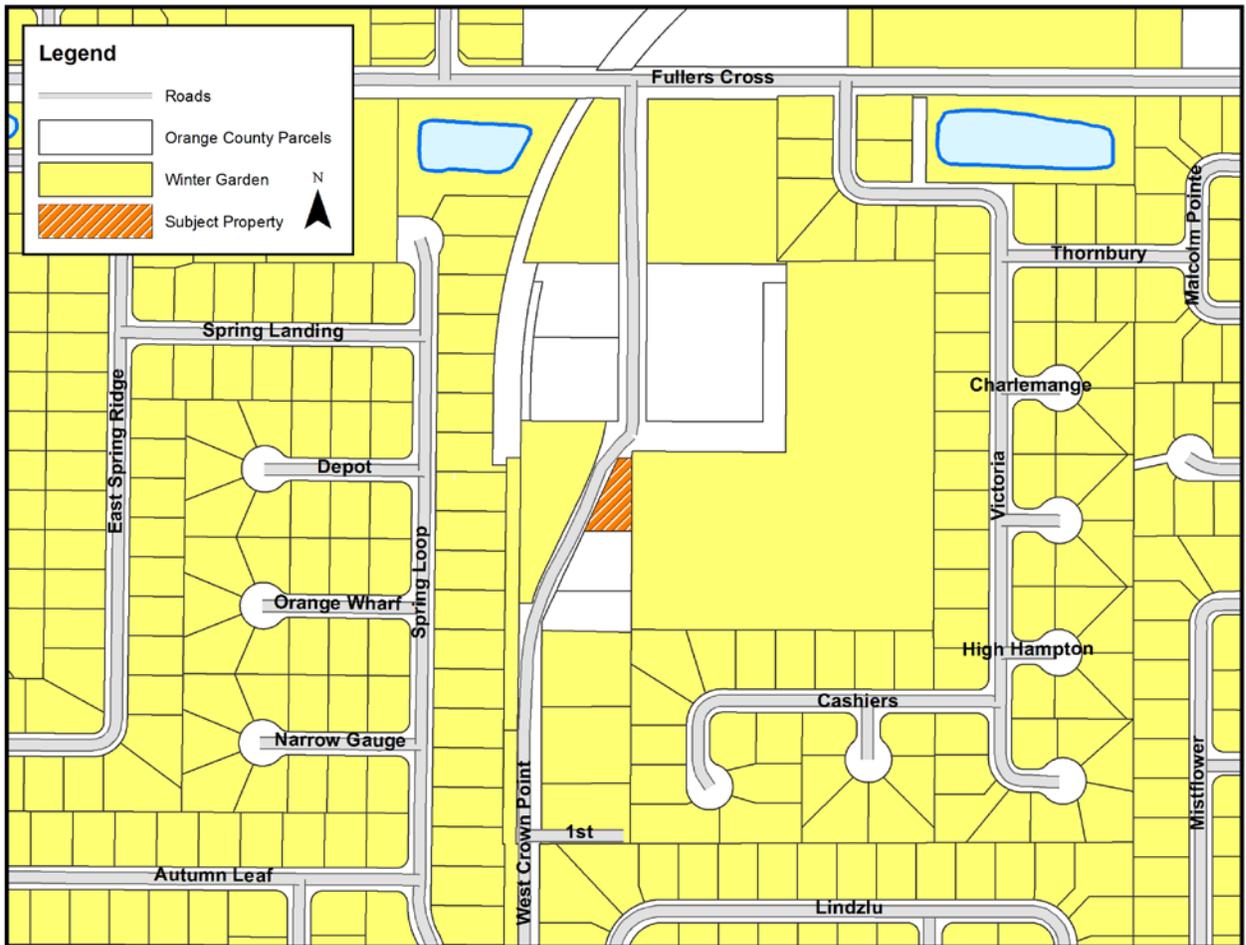
Commence at the most Southeasterly corner of Lot 212, CROWN POINT SPRINGS UNIT TWO, as recorded in plat book 23, Pages 99 and 100 Public Records of Orange County, Florida; thence run N00°36'56"E, along the East line of said Lot 212, a distance of 15.23 feet; thence N89°46'19"E a distance of 240.32 feet for a Point of Beginning; thence N89°46'19"E a distance of 28.56 feet to a point on the centerline of 6th Street (vacated per official Records Book 3151, Page 1419); thence S00°13'44"W, along said centerline, a distance of 155.70 feet; thence S89°49'58"W a distance of 101.10 feet; thence N25°08'30"E a distance of 172.19 feet to the point of Beginning.

Containing 0.232 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

PARCEL ID#: 12-22-27-1840-24-011



ORDINANCE 15-62

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 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 0.23 ± acres with Parcel ID Number 12-22-27-1840-24-011 located on the east side of North West Crown Point Road north of Macy Du Lane and south of East Fullers Cross Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County 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 15-61, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state

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

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 12-22-27-1840-24-011

DESCRIPTION:

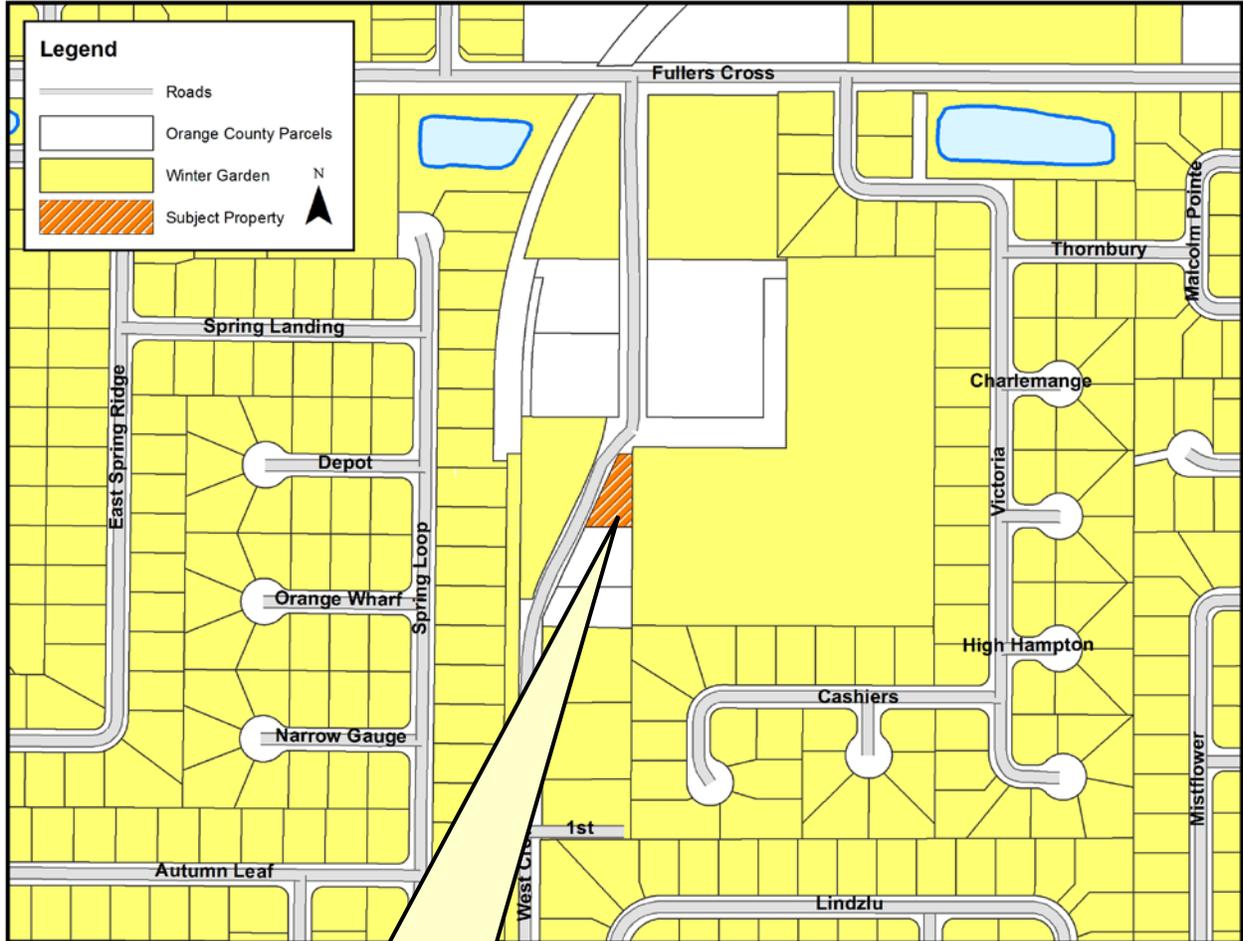
Commence at the most Southeasterly corner of Lot 212, CROWN POINT SPRINGS UNIT TWO, as recorded in plat book 23, Pages 99 and 100 Public Records of Orange County, Florida; thence run N00°36'56"E, along the East line of said Lot 212, a distance of 15.23 feet; thence N89°46'19"E a distance of 240.32 feet for a Point of Beginning; thence N89°46'19"E a distance of 28.56 feet to a point on the centerline of 6th Street (vacated per official Records Book 3151, Page 1419); thence S00°13'44"W, along said centerline, a distance of 155.70 feet; thence S89°49'58"W a distance of 101.10 feet; thence N25°08'30"E a distance of 172.19 feet to the point of Beginning.

Containing 0.232 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

PARCEL ID#: 12-22-27-1840-24-011



Subject property changed from Orange County Low Density Residential to City Low Density Residential

ORDINANCE 15-63

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.23 ± ACRES LOCATED AT NORTH WEST CROWN POINT ROAD ON THE EAST SIDE OF NORTH WEST CROWN POINT ROAD NORTH OF MACY DU LANE AND SOUTH OF EAST FULLERS CROSS ROAD 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 0.23 ± acres with Parcel ID Number 12-22-27-1840-24-011 located on the east side of North West Crown Point Road north of Macy Du Lane and south of East Fullers Cross Road, 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; and

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

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

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

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from 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 15-62 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 12-22-27-1840-24-011

DESCRIPTION:

Commence at the most Southeasterly corner of Lot 212, CROWN POINT SPRINGS UNIT TWO, as recorded in plat book 23, Pages 99 and 100 Public Records of Orange County, Florida; thence run N00°36'56"E, along the East line of said Lot 212, a distance of 15.23 feet; thence N89°46'19"E a distance of 240.32 feet for a Point of Beginning; thence N89°46'19"E a distance of 28.56 feet to a point on the centerline of 6th Street (vacated per official Records Book 3151, Page 1419); thence S00°13'44"W, along said centerline, a distance of 155.70 feet; thence S89°49'58"W a distance of 101.10 feet; thence N25°08'30"E a distance of 172.19 feet to the point of Beginning.

Containing 0.232 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

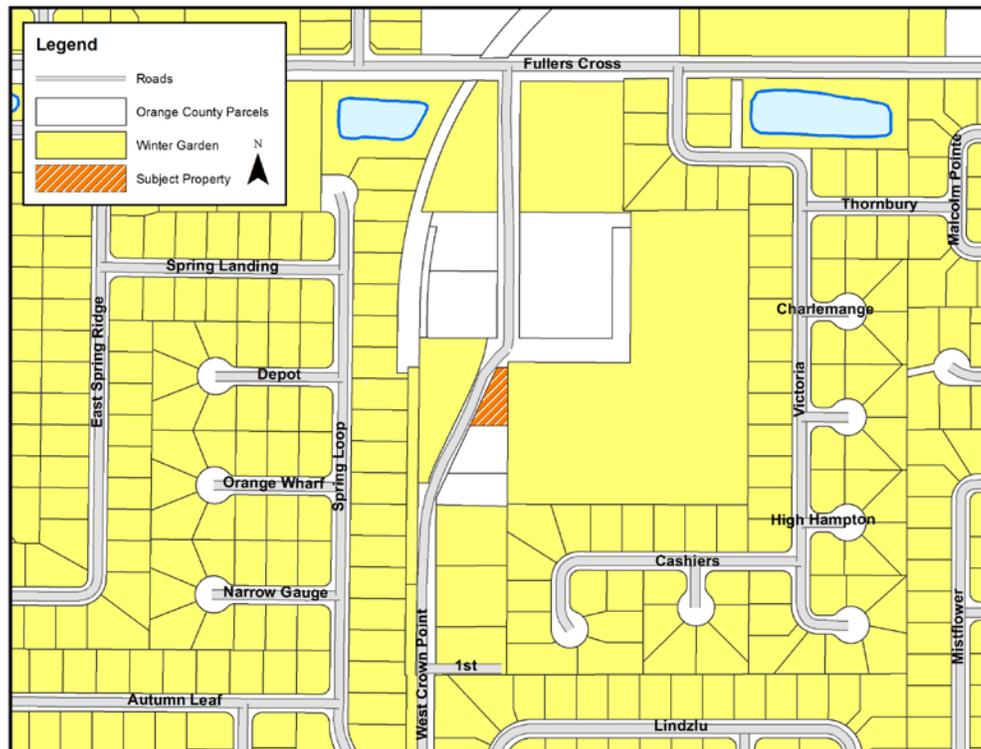
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: SEPTEMBER 9, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
N WEST CROWN POINT ROAD (0.23 +/- ACRES)
PARCEL ID #: 12-22-27-1840-24-011
APPLICANT: SURUJH LLOYD LATCHMAN

INTRODUCTION

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

The subject property consists of a parcel located at North West Crown Point Road, on the east side of North West Crown Point Road north of Macy Du Lane and south of East Fullers Cross Road and is approximately 0.23 ± acres in size. The map below depicts the subject property within 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, properties designated with the Low Density Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 9 units per gross acre for workforce/low income housing with a maximum of 10 acres and will be identified on the Future Land Use Map only in areas that have the urban services and public facilities that can accommodate a higher density of residential housing. Factors in determining the location of this land use category included proximity to natural resources and urban services, availability of public facilities and the characteristics of nearby existing and future neighborhoods. Churches and schools are allowable uses in the Low Density areas that are zoned R-2 and in specified areas of PUDs and via a Special Exception Permit in all other allowable zoning classifications. The zoning classifications that are consistent with the Low Density Residential classification are 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, containing mostly grassy patches, scattered shrubs, and several medium/large trees. The applicant intends to construct a single-family residence on the property after annexation into the City.

ADJACENT LAND USE AND ZONING

The property located to the west of the subject property contains five single-family residential buildings, is zoned R-1 and is located within the City of Winter Garden Municipal Limits. Also located in the City and zoned R-1 is the 8.72 +/- acre property located to the east of the subject property, which is developed with a single-family residence. The property located to the north of the subject property is currently vacant. This property is zoned A-1 and is located in Unincorporated Orange County. The property located to the south is also a vacant residential property that is zoned A-1 and located in Unincorporated Orange County.

PROPOSED USE

The applicant intends to annex the subject property in order to take advantage of City services when the property is developed in the future. No such development plans have yet been submitted to the City. At time of development, the applicant will be required to adhere to all City land development regulations. Conditions will be placed on the development addressing all site-related issues, including, but not limited to, protection of sensitive environmental areas (wetlands, streams, etc.), soils and geotechnical reports, tree removal and mitigation, required right-of-way dedication to the City, platting and required easements, etc.

PUBLIC FACILITY ANALYSIS

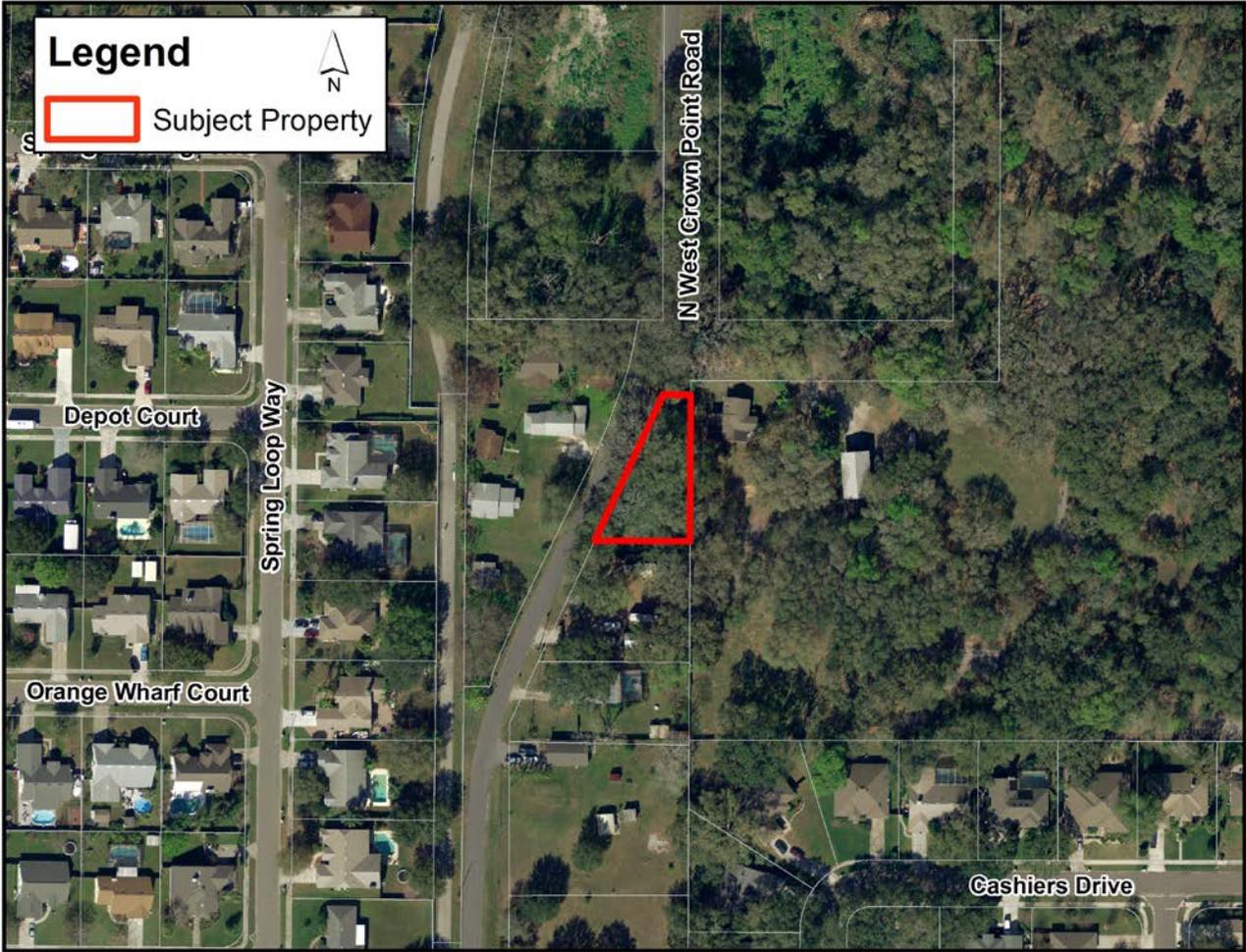
The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

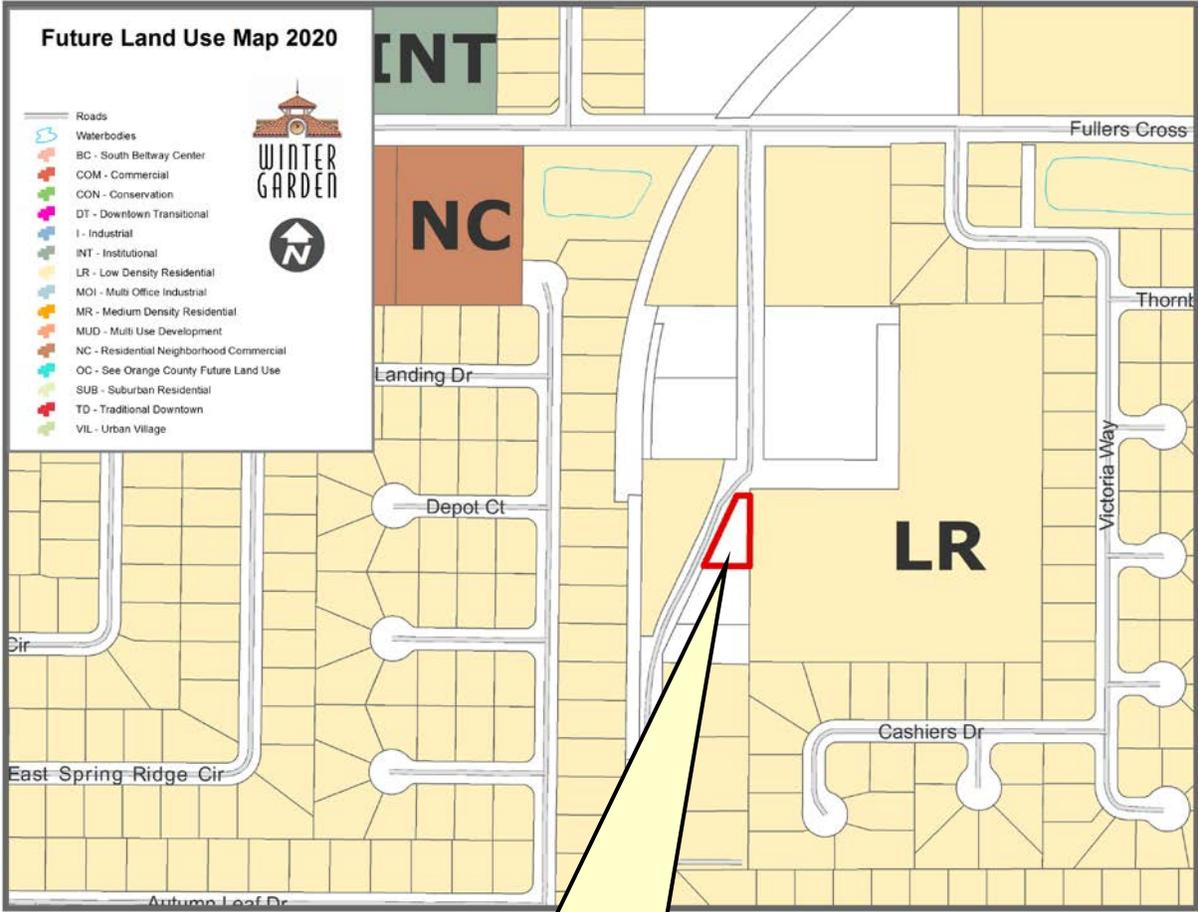
Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden’s Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

AERIAL PHOTO

N West Crown Point Road



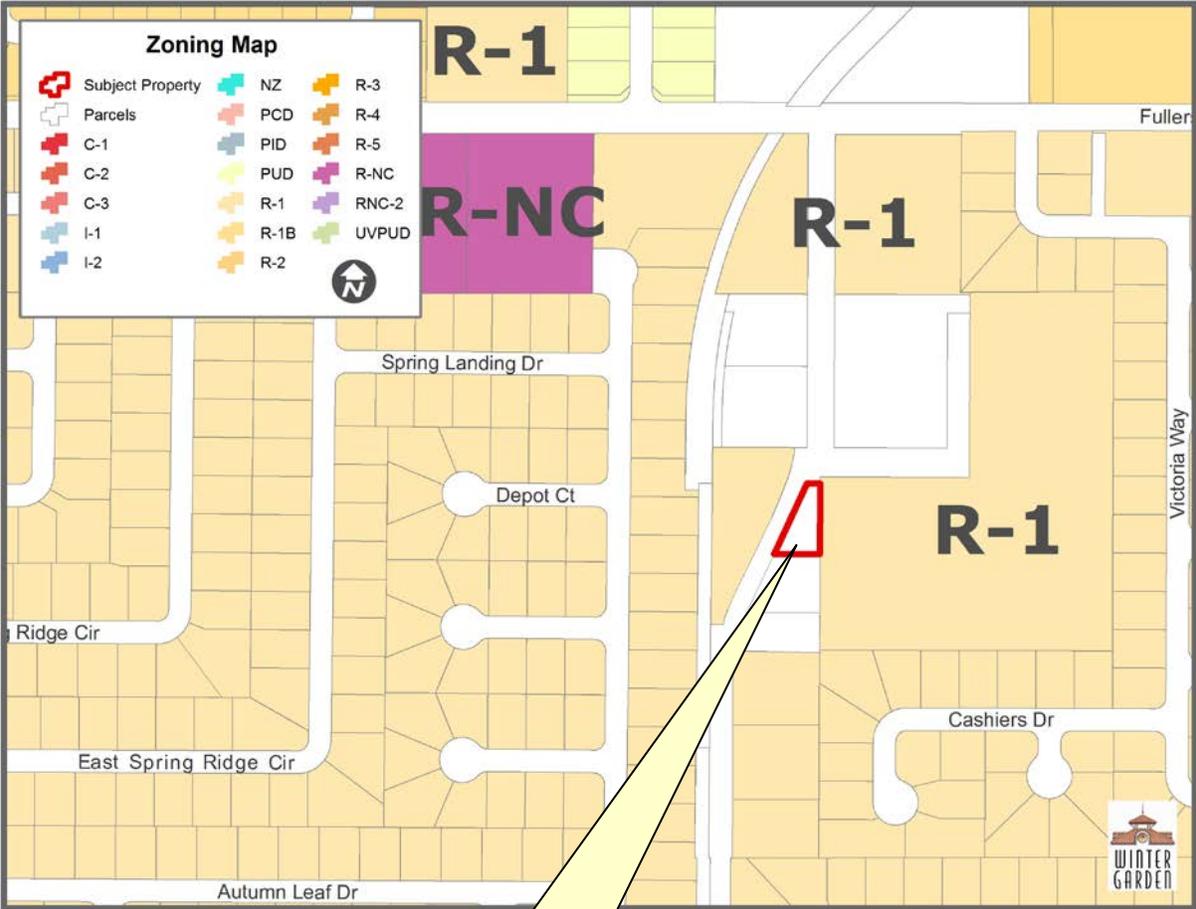
FUTURE LAND USE MAP
N West Crown Point Road



Subject property changed from Orange County Low Density Residential to City Low Density Residential

ZONING MAP

N West Crown Point Road



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

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: October 1, 2015

Meeting Date: October 8, 2015

Subject: 420 Roper Road
Sonata West Orange Campus
ORDINANCE 15-55
PARCEL ID# 35-22-27-0000-00-057

Issue: The applicant is requesting approval of the Developers Agreement for the Sonata West Orange Campus.

Discussion:

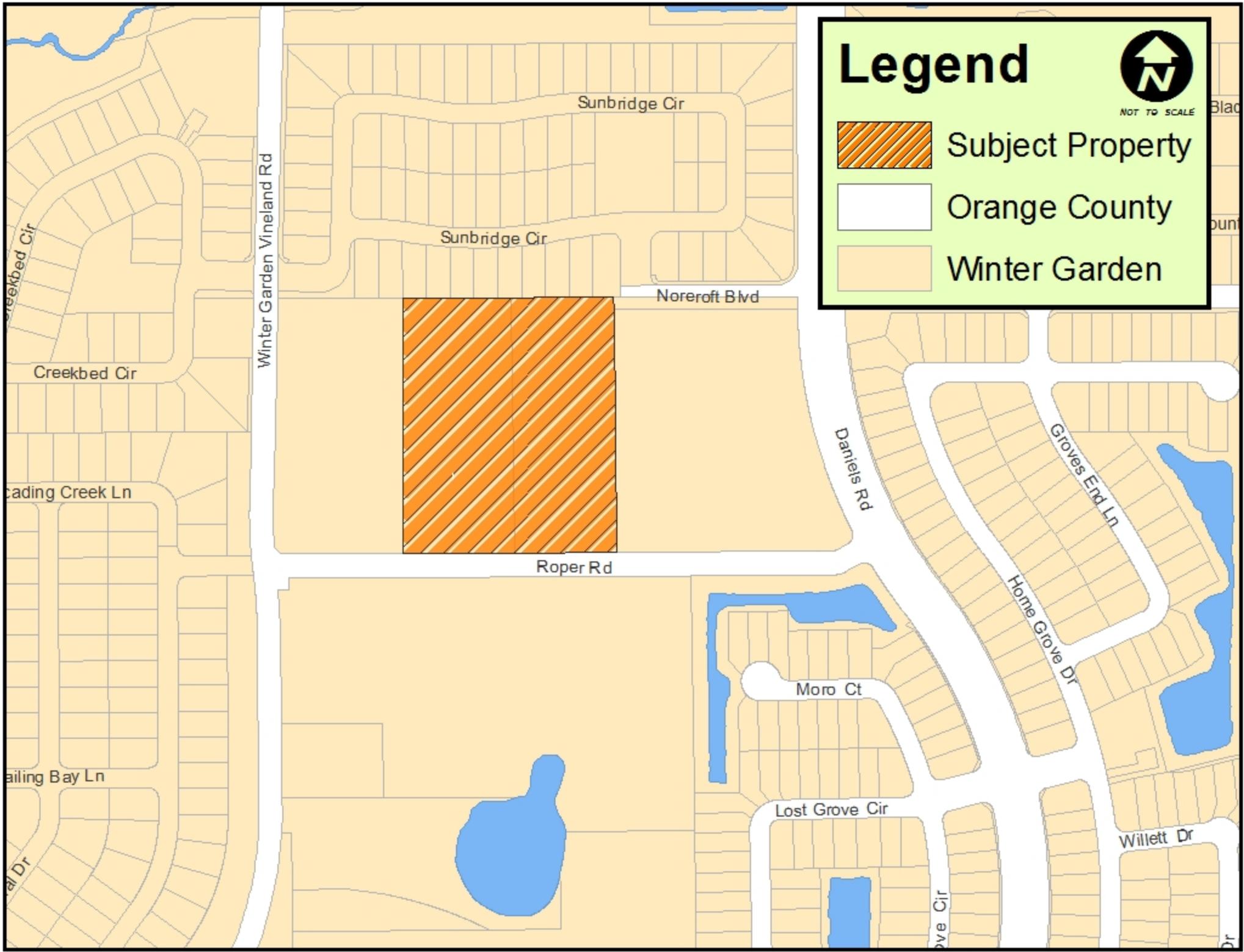
The Developers Agreement includes the utility extension requirements, the fair share of the traffic light, and the alternative impact fees.

Recommended Action:

Staff recommends approval of the Developers Agreement for Sonata West Orange Campus.

Attachment(s)/References:

Location Map
Developers Agreement



Legend



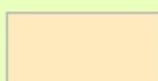
NOT TO SCALE



Subject Property



Orange County



Winter Garden

After Recording Return to:
Daniel W. Langley, Esquire
Fishback Domnick
1947 Lee Road
Winter Park, Florida 32789

SONATA WEST ORANGE CAMPUS
DEVELOPER'S AGREEMENT

This **DEVELOPER'S AGREEMENT** (hereinafter, the "Agreement") is made and entered into this ___ day of _____, 2015, by and between the **CITY OF WINTER GARDEN**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 300 West Plant Street, Winter Garden, Florida 34787, and **SONATA HEALTH CARE, LLC**, a Florida limited liability company, or its successors and assigns (the "Developer"), whose address is 301 East Pine Street, Orlando, Florida 32801 **NEW HORIZONS CHRISTIAN CHURCH, INC.**, a Florida non-profit corporation, whose address is 1380 Winter Garden Vineland Road, Winter Garden, Florida 34787 and **PHILIP P. PROFFER AND LOUISE PROFFER**, whose address is 3100 Northeast 47th Court, Apt. 404, Ft. Lauderdale, Florida 33308 (collectively, the "Owners").

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of that certain 7.15 +/- acre real property located on the north side of Roper Road, east of Winter Garden Vineland Road and west of Daniels Road in Winter Garden, Florida, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owners are the fee simple owners of the Property and have given Developer a limited power of attorney to seek and obtain development orders and approvals for the Property; and

WHEREAS, Owners hereby join into and consent to this Agreement and agree that this Agreement is binding upon the Property; and

WHEREAS, on September 10, 2015, the City of Winter Garden City Commission adopted Ordinance Number 15-55 (Sonata West Orange Campus PUD) rezoning the Property from City R-1 to City PUD subject to certain terms and conditions (the "PUD Ordinance"); and

WHEREAS, the Developer shall comply with all provisions of the PUD Ordinance; and

WHEREAS, the PUD Ordinance required, among other things, that all development on the Property substantially conform to the Sonata West Orange Campus PUD Plan (the "Concept Plan") attached thereto; and

WHEREAS, the PUD Ordinance further provided that a Development Agreement addressing certain items be approved and recorded prior to approval of any site or building permits for the Property; and

WHEREAS, this Agreement is a requirement of the PUD Ordinance which establishes Project densities, uses and development requirements and conditions, and this Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act); and

WHEREAS, pursuant to the Code of Ordinances and the PUD Ordinance, Developer is required to cause the installation, construction and extension of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Property based on minimum design requirements established by the City; and

WHEREAS, the Property is located adjacent to the property that is zoned City PUD pursuant to City of Winter Garden Ordinance Number 11-36 and legally described in Exhibit “A” to that certain Serenades by Sonata Developer’s Agreement recorded at Official Records Book 10351, Page 6761, et. seq. Public Records of Orange County, Florida (the “Serenades by Sonata Property”); and

WHEREAS, the purpose of this Agreement is to set forth the understanding and agreement of the parties with respect to the foregoing matters.

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

1. **Recitals**. The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.
2. **Establishment of Recorded Access Easements**. Prior to obtaining certificates of occupancy for any structure or building on the Property, Developer shall establish joint shared driveway easements, cross access easements, drainage easements, utility easements, a mechanism for maintenance and repair of shared infrastructure improvements and common area, in a manner consistent with the PUD Ordinance and the approvals for the Serenades by Sonata Property. The City shall have the right to withhold all certificates of occupancy concerning any structure and building on the Property until such easements consistent with the PUD Ordinance and the access provisions set forth in Section 4 below have been recorded in the public records of Orange County, Florida.
3. **Utilities**. In accordance with Section 78-2, City of Winter Garden Code of Ordinances and other applicable ordinances and regulations, as part of the Developer’s construction of the site infrastructure for the Property, the Developer, at its expense, shall diligently pursue the design, permitting, installation and construction of all necessary utility lines (water, sewer and reclaimed water) to be extended from their current terminus to the Property (“Utility Lines”). As part of the Utility Lines installation, the Developer, or the Developer’s designee, is responsible for the notification, location and protection of all utilities that may exist within the rights-of-way and Property. Said Utility Lines shall be designed, permitted, installed and constructed in accordance with the City’s ordinances, regulations, policies and requirements and in accordance with utilities plans approved by the City, a copy of which will, upon approval, be retained by the City’s Public Services Director. Developer shall control all aspects of the

construction and installation of the Utility Lines and shall select and hire any independent contractors to complete the work as it shall determine.

The City shall have final approval of all plans, calculations, designs, locations and specifications for the Utility Lines. The Developer acknowledges and agrees that its design, permitting, installation and construction of the Utility Lines are proportionate to the impacts of the development of the Property and that such improvements provide a direct benefit to the Property.

Upon completion of the Utility Lines, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Utility Lines, (ii) a 1 year maintenance bond or irrevocable letter of credit in amount equal to 20 percent of the 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 certification to the City that the Utility Lines have been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment with warranties for the Utility Lines, and (v) utility easements granted to the City over, under and through the Property concerning the Utility Lines, in dimensions and form acceptable to the City Engineer and City Attorney. The Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 3 (“Utility Lines Completion”). No certificates of occupancy shall be issued for any part of the Property until the occurrence of the Utility Lines Completion.

With the exception of the courtyard areas within the confines of structures, all irrigation on the Property shall be designed to be supplied by reclaimed water. Once sufficient reclaimed water becomes available to the Property as determined by the City, the Developer agrees to accept all flows to the Property in an amount as determined by the City which amount will vary, all subject to City Code and City Engineer review and approval.

4. **Traffic Signal Fair Share.** A traffic study (“traffic study”) for the intersection of Roper Road (east leg) and Daniels Road was performed measuring traffic flows through such intersection and the traffic generated from the proposed development of the Property and other surrounding development. Based on the traffic study, a traffic signal is warranted at the Roper Road and Daniels Road intersection, and the Project generates approximately 4.4% of the daily trips that warrant the need for the traffic signal. Developer shall be required to pay its proportionate share of the cost of the traffic signal improvements, based on average daily trips generated by the development of the Property as measured by the traffic study (“Traffic Signal Fair Share”). The traffic signal improvements cost is \$194,611.50. Thus, the amount of the Developer’s payment for the Traffic Signal Fair Share is **Eight Thousand Five Hundred Sixty-Two and 90/100 Dollars (\$8,562.90).**

The Traffic Signal Fair Share payment shall be made by the Developer to the City prior to the Property/Project obtaining a certificate of occupancy for any structure or building on the

Property. The City shall have the right to withhold certificates of occupancy unless and until the Traffic Signal Faire Share payment is made in full.

5. **Sidewalks.** Prior to the issuance of certificates of occupancy related to any structures or buildings located on the Property, the Developer shall, at Developer's expense, (i) cause the construction of sidewalks adjacent to all public streets and internal to the development and in accordance with the approved construction plans; and (ii) for those sidewalks to be constructed adjacent to public streets, cause the granting of a perpetual sidewalk easement to the City in a form acceptable to the City's Public Services Department and City Attorney.

6. **Impact Fees.** All impact fees concerning the Project and Property shall be paid when required by the City of Winter Garden Code of Ordinances (as such may be amended from time to time) and in the amounts required at the then-applicable impact fee rates. Provided, however, based on a traffic study obtained by the Developer, the City has accepted an alternative transportation impact fee for the assisted living facility to be developed on the Property at the rate of \$1,066.31 per bed (115 beds) for a total of \$122,625.65 to be paid by the Developer when normally due under the Code of Ordinances. Two (2) years after the issuance of the certificate of occupancy for and commencing operation of the assisted/independent living facility on the Property, the City shall have the right to review traffic count data for such facility to determine if the alternative impact fee study for which the alternative transportation impact fee was based correctly measured the impact of the assisted/independent living facility. If the review of such traffic count data by the City shows that the alternative impact fee study underestimated the impact of the assisted/independent living facility on the public roads and transportation system, the City shall have the right to require the Developer to make an additional true-up payment of transportation impact fees to compensate for the impact. This true-up payment of transportation impact fees shall be paid within thirty (30) days of the City sending an invoice to Developer for the same.

7. **Notices.** Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

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

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

If to Developer: Sonata Health Care, LLC
c/o Mr. Stuart J. Beebe
301 East Pine Street, Suite 730
Orlando, Florida 32801

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties, and shall run with the Property. If Developer does not own the fee simple title to the Property at the time that this Agreement is executed, the Developer shall obtain the joinder and consent to this Agreement from Owners representing and warranting to City that Owners are the fee simple owners of the Property (the "Owner") and affix the same to this Agreement for recording in the public records. Developer, at, free and clear of any encumbrances including but not limited to mortgages, liens or easements, or, in the event an encumbrance exists, each Owner, at such Owner and Developer's cost, shall obtain all 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 Property. Upon request by the City, Developer shall provide to City, certified surveys, title reports or such other documents evidencing said ownership interest. If the Developer does not acquire fee simple ownership of the Property, and the Property is developed in accordance with the PUD Ordinance, each Owner and its successors and assigns shall perform or cause the performance of all duties and obligations of the Developer herein. Provided however, if there is no development of the Property and an expiration of PUD zoning under the PUD Ordinance occurs, this Agreement shall automatically terminate and be null and void.

10. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Owners, Developer and the City and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than Developer and the City and their respective successors in interest and title.

11. **Applicable Law/Venue/Remedies.** This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in Orange County, Florida. Each party shall bear its own costs and fees.

12. **Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

13. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

14. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

15. **Construction.** This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

16. **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Property 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, plat, 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.

17. **Indemnity.** Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Developer's and its officers', employees' and agents' acts, omissions, negligence, 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 Owner and Developer under this Agreement and for the risk assumed by Owners and Developer under this Agreement.

18. **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 or good faith efforts are not being used to cure such violation, the City 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 certificates of occupancy or building permits associated with the Property in the event Developer is in violation of any provision of this Agreement. 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 Property in the amount owed to the City plus interest to accrue at eighteen percent per annum. A copy of such Notice of Lien shall also be delivered to Developer in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Property and the lien may be foreclosed upon for the benefit of the City any time after ten (10) days after the Notice of Lien has been recorded in the public records. 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 Developer may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of eighteen percent per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

19. **Reimbursement.** On or before thirty (30) days after the date of invoicing, Developer shall reimburse the City for the City's engineer and attorney fees for negotiations, inspections, conferences, title issues, meetings, reviews, drafting of this Agreement and other matters relating to this Agreement and development reviews concerning the Property.

20. **Recordation of Agreement.** An executed original of this Agreement shall be recorded by Developer, at Developer's expense, among the Public Records of Orange County, Florida.

CITY

CITY OF WINTER GARDEN, A FLORIDA MUNICIPAL CORPORATION

Attest:

Kathy Golden, City Clerk

JOHN REES, Mayor/Commissioner

Date Approved by the City Commission

WITNESSES

Signed, sealed and delivered
in the presence of:

Print: _____

Print: _____

DEVELOPER

SONATA HEALTH CARE, LLC, a Florida
limited liability company

By: _____
Stuart J. Beebe, its President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015
by **STUART J. BEEBE**, as President of **SONATA HEALTH CARE, LLC**, a Florida limited
liability company, on behalf of the company. He is personally known to me or has produced
_____ as identification.

Notary Public; State of Florida
Print: _____
My Commission Expires:

(NOTARY SEAL)

WITNESSES

Signed, sealed and delivered
in the presence of:

Print: _____

Print: _____

OWNERS

**NEW HORIZON CHRISTIAN CHURCH,
INC.**, a Florida non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015
by _____ as _____ of **NEW HORIZON CHRISTIAN CHURCH, INC.**, a
Florida non-profit corporation, on behalf of the corporation. He is personally known to me or
has produced _____ as identification.

Notary Public; State of Florida

Print: _____

My Commission Expires:

(NOTARY SEAL)

WITNESSES

OWNERS

Signed, sealed and delivered
in the presence of:

Print: _____

PHILIP P. PROFFER

Print: _____

LOUISE PROFFER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015
by **PHILIP P. PROFFER AND LOUISE PROFFER**. They are personally known to me or
have produced _____ as identification.

Notary Public; State of Florida
Print: _____
My Commission Expires:

(NOTARY SEAL)

EXHIBIT "A"
Legal Descriptions

The Proffer Property:

The East 259.50 feet of the following described parcel of land: A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of County Road 535, all in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East; thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road; thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet; thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

The New Horizons Property:

The East 225.00 feet of the following described parcel of land as described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida.

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East. Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East: thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road: thence run South

89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet: thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

LESS the East 259.50 feet of the above described parcel of land.

Also described as:

A parcel of land being a portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 783.21 feet to a point on the East line of a parcel of land described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida and POINT OF BEGINNING; thence South 00°48'20" East, along said East line, a distance of 642.78 feet to the North right of way line of Roper Road according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida; thence South 89°47'18" West, along said right of way line, a distance of 225.01 feet to a point on the West line of the East 225.00 feet of said parcel of land described in Corrective Quit Claim Deed; thence North 00°48'20" West, along said West line, a distance of 643.04 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 225.01' feet to the POINT OF BEGINNING.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: October 1, 2015

Meeting Date: October 8, 2015

Subject: 420 Roper Road
Sonata West Orange Campus
ORDINANCE 15-55
PARCEL ID# 35-22-27-0000-00-057

Issue: The applicant is requesting approval to bind multiple lots into one lot for the development of the Sonata West Orange Campus Assisted Living Facility.

Discussion:

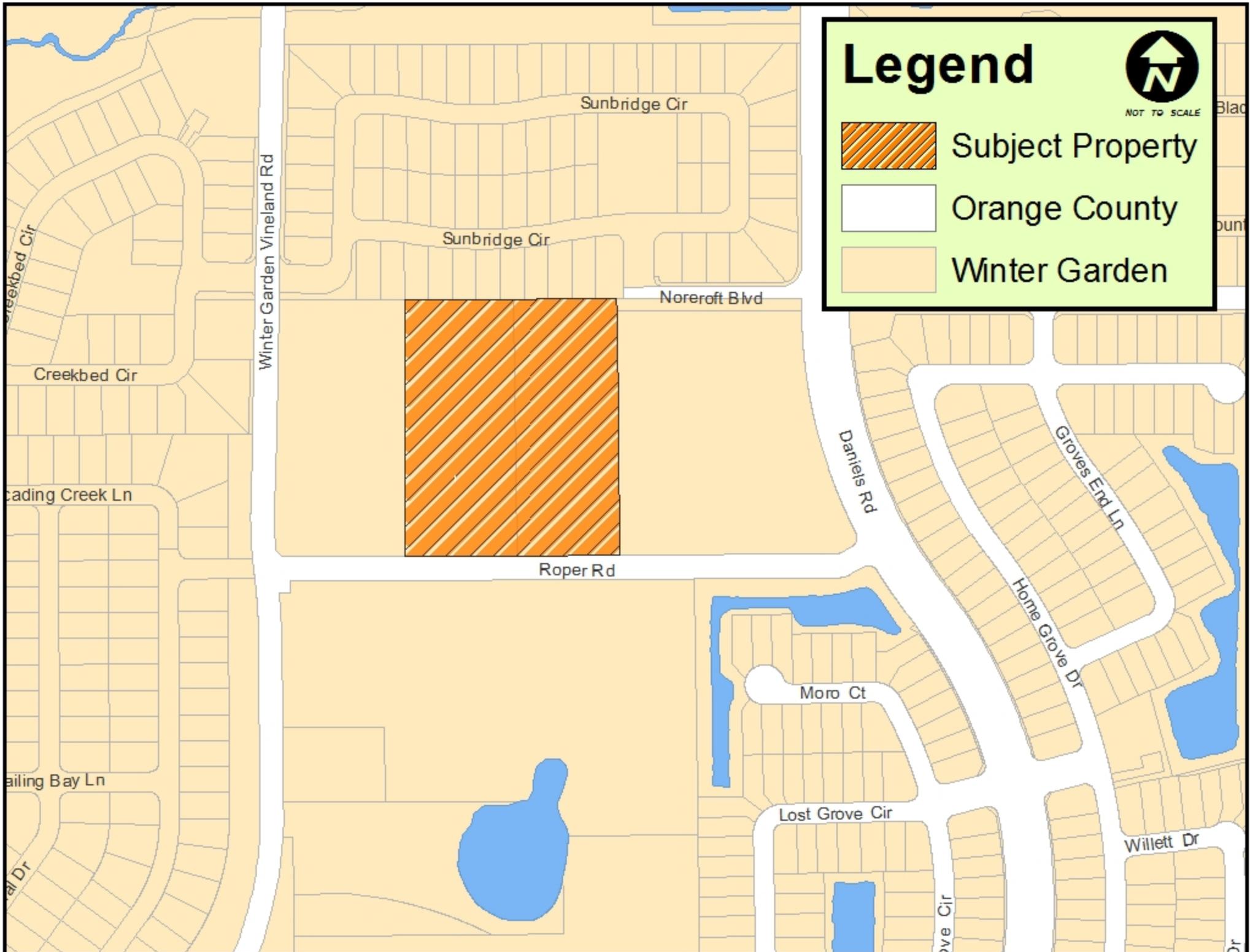
The applicant is requesting approval to bind 3 lots into one for the development of a 115 unit Assisted Living Facility, which is consistent with the approved Site Plan and Planned Unit Development. The binding lot agreement also includes cross access agreements and utility easements.

Recommended Action:

Staff recommends approval of the binding lot agreement.

Attachment(s)/References:

Location Map
Binding Lot Agreement



Legend



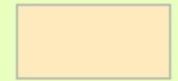
NOT TO SCALE



Subject Property



Orange County



Winter Garden

After Recording Return to:

City of Winter Garden
City Clerk
300 West Plant Street
Winter Garden, Florida 34787

BINDING LOT COMBINATION AGREEMENT

THIS BINDING LOT COMBINATION AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2015 (the “**Effective Date**”), by and among **PHILIP P. PROFFER AND LOUISE PROFFER** (the “**Proffers**”), whose address is 3100 NE 47th Court, Apartment 404, Ft. Lauderdale, Florida 33308; **NEW HORIZONS CHRISTIAN CHURCH, INC.**, a Florida non-profit corporation (“**New Horizons**”), whose address is 1380 Winter Garden Vineland Road, Winter Garden, Florida 34787; **SONATA HEALTH CARE, LLC**, a Florida limited liability company, or its successors and assigns (the “**Developer**”), whose address is 301 East Pine Street, Orlando, Florida 32801; and the **CITY OF WINTER GARDEN**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL 34787 (the “**City**”).

WITNESSETH

WHEREAS, New Horizons and the Proffers are collectively referred to herein as the “**Owners.**”

WHEREAS, the Owners are the fee simple owners of two adjacent unplatted parcels located within the corporate limits of the City of Winter Garden, County of Orange, State of Florida and legally described as the “**Proffer Property**” and the “**New Horizons Property**”, respectively, as set forth on **Exhibit “A”** (with the Proffer Property and the New Horizons Property together being referred to as the “**Property**”); and

WHEREAS, the Owners have contracted to sell the Property to the Developer or its assigns, and in connection therewith, the Developer is contractually obligated to seek from the City rezoning of the Property from R-1 Single Family Residential District to PUD Planned Unit Development and, in conjunction with other property controlled by the Developer, site plan approval sufficient for the Developer’s intended uses of the Property (the “**Governmental Approvals**”); and

WHEREAS, the Developer desires to develop the Property as a single principal use consisting of a 114 unit Assisted/Independent Living Facility.

WHEREAS, for reasons of land development code compliance, including setbacks requirements and other development requirements of the City of Winter Garden Code of Ordinances (the “**City Code**”) and for good principles of planning and engineering, the Owners are required to permanently combine the two adjacent parcels (i.e., the Proffer Property and the New Horizons Property, together constituting the Property hereunder) into one legal parcel of property; and

WHEREAS, once the Property has been sold by the Proffers and New Horizons to the Developer in accordance with the terms of the pending purchase and sale contracts, as they may be amended from time to time, the Property shall at all times thereafter be held and remain as a single, integral parcel and shall not be further subdivided, sold or otherwise disposed of in lesser constituent parcels; and

WHEREAS, this Agreement allows the interior lot setback requirements, buffer requirements, open space requirements, impervious surface area requirements, and other development requirements applicable to the existing parcels described in **Exhibit "A"** to be disregarded so that the Property may be developed in conjunction with other property owned by the Developer as a single site with a single principal use in compliance with the City Code; and

WHEREAS, this Agreement is a condition of City approval for the site plan and lot combination to allow the development of the Property as requested by the Developer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration given each to the other, the receipt and sufficiency of which are hereby acknowledged, the Owners, the Developer and the City agree as follows:

1. **RECITALS.** The recitals contained above are true and correct and are incorporated herein as part of this Agreement.

2. **PARCEL COMBINATION.** Following sale of the Property to the Developer, the Property shall be retained in single ownership, and shall remain as a single, integral parcel, and shall not be subdivided, severed, sold, leased, encumbered, or otherwise disposed of in lesser constituent parcels. So long as the Developer satisfies this requirement, the Property shall be deemed to be a single parcel, and all development requirements shall be applied accordingly. Interior lot setback requirements of the City Code shall not apply, and any applicable setback requirements shall be established from the perimeter of the Property. Any sale, subdivision, lease or other disposal of the Property in violation of this Agreement shall be null, void and of no legal effect whatsoever.

3. **BINDING NATURE OF THIS AGREEMENT.** This Agreement shall be binding upon the successors, heirs, executors, administrators, and assigns of the Owners and the Developer, and shall be a covenant running with the Property and this Agreement shall not be terminated unless (i) there is the occurrence of a Termination Event (as defined below) or (ii) the City agrees in writing to such termination. Said Agreement shall inure to the benefit of and be enforceable by all parties and persons claiming under them. The parties further agree that this Agreement is intended to and shall so bind future use and development of the Property and shall survive any conveyance by the Owners to the Developer or to any other party or purchaser and shall not merge into any contract, sale or deed, and shall remain in effect despite any separate conveyance of the individual parcels merged by this Agreement. The parties hereto agree that this Agreement shall automatically terminate and be of no further force and effect in the event that the Property, or either the Proffer Property or the New Horizons Property, is not acquired by and conveyed in fee simple to the Developer on or before December 31, 2015, unless this date is extended by agreement of the City's City Manager, Owners and the Developer (the "**Termination Event**"). In the event that the Termination Event occurs, the parties shall execute and record a termination of this Agreement, at the Developer's expense, in the Public Records of

Orange County, Florida. There shall be no site permits, building permits and certificates of occupancy issued for any structures on the Property unless and until Developer acquires fee simple ownership of the Property.

4. **ESTABLISHMENT OF RECORDED EASEMENTS.** Prior to obtaining certificates of occupancy for any structure or building on the Property, Developer shall establish joint shared driveway easements, cross access easements, drainage easements, utility easements, a mechanism for maintenance and repair of shared infrastructure improvements and common area in a manner consistent with the PUD Ordinance and the approvals for the adjacent Serenades by Sonata property legally described in **Exhibit “B”** attached hereto (the “Serenades by Sonata Property”). The City shall have the right to withhold all certificates of occupancy concerning any structure and building on the Property until such easements consistent with the PUD Ordinance and the approvals for the Serenades by Sonata Property have been recorded in the public records of Orange County, Florida.

5. **JOINDER AND CONSENT.** Simultaneously with the execution of this Agreement, the Owners hereby agree to obtain any necessary Joinder and Consent to this Agreement from any superior interest, right, title, mortgage, lien, or encumbrance to the Property and record the same in the Public Records of Orange County, Florida concurrently with the recording of this Agreement. The Joinder and Consent shall subordinate the particular interest to this Agreement. A violation of this provision by the Owners shall be a material default of this Agreement.

6. **ENFORCEMENT.** The Owners and the Developer hereby covenant and agree that this Agreement is enforceable through injunctive relief since monetary damages would be insufficient to redress a violation of this Agreement. Further, in the event either Owner or the Developer violates this Agreement, such violation shall constitute a violation of the City Code and conditions of development orders, which the City may prosecute through code enforcement proceedings or through other remedies afforded by law.

7. **EFFECTIVE.** This Agreement is to take effect immediately upon the Effective Date.

8. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

9. **MISCELLANEOUS.**

(i) This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussion, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, written or oral, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(ii) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining parties hereto.

(iii) This Agreement shall, at the Developer's expense, be recorded in the Public Records of Orange County, Florida.

(iv) Owners and the Developer hereby acknowledge that they have freely and voluntarily entered into this Agreement and that they have had the benefit or both given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

(v) In the event it shall be necessary for the City to bring suit to enforce this Agreement on account of any breach of this Agreement by either Owner or by the Developer, the prevailing party shall be entitled to attorneys' fees and litigation costs against the non-prevailing party at both trial and appellate levels.

(vi) Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City for rezoning, variance, special exception, site plan, construction plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development order or permit.

10. CONTROLLING LAWS.

(i) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City of Winter Garden now in effect and those hereinafter adopted.

(ii) The location for the settlement of any and all claims, controversies or disputes, arising out of or relating to this Agreement, or any breach hereof, shall be in Orange County, Florida.

(iii) The Owners and the Developer agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property subject to this Agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first written above.

OWNER

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____
COUNTY OF _____

PHILIP P. PROFFER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by PHILIP P. PROFFER, individually, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

[Signatures Continue on Following Pages] Signed, sealed and delivered in the presence of the following witnesses:

OWNER

Signature of Witness

LOUISE PROFFER

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by LOUISE PROFFER, individually, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

_____ My Commission Expires: _____

[Signatures Continue on Following Pages]

OWNER

Signed, sealed and delivered in the presence of the following witnesses:

NEW HORIZONS CHRISTIAN CHURCH, INC., a Florida non-profit corporation

Signature of Witness

By: _____

Printed Name of Witness

Name: _____

Signature of Witness

Title _____

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of NEW HORIZONS CHRISTIAN CHURCH, INC., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

[Signatures Continue on Following Pages]

CITY

CITY OF WINTER GARDEN

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By: _____
Michael Bollhoefer, City Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Bollhoefer, as City Manager of the City of Winter Garden, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
Legal Descriptions

The Proffer Property:

The East 259.50 feet of the following described parcel of land: A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of County Road 535, all in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East; thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road; thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet; thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

The New Horizons Property:

The East 225.00 feet of the following described parcel of land as described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida.

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East. Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East: thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road: thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the

East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet: thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

LESS the East 259.50 feet of the above described parcel of land.

Also described as:

A parcel of land being a portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 783.21 feet to a point on the East line of a parcel of land described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida and POINT OF BEGINNING; thence South 00°48'20" East, along said East line, a distance of 642.78 feet to the North right of way line of Roper Road according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida; thence South 89°47'18" West, along said right of way line, a distance of 225.01 feet to a point on the West line of the East 225.00 feet of said parcel of land described in Corrective Quit Claim Deed; thence North 00°48'20" West, along said West line, a distance of 643.04 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 225.01 feet to the POINT OF BEGINNING.

EXHIBIT “B”
Legal Description of Serenades by Sonata

The real property described as the “Property” in the Serenades by Sonata Developer’s Agreement recorded at Official Records Book 10351, Page 6761, et. seq., Public Records of Orange County, Florida less that right-of-way property conveyed to the City of Winter Garden via Special Warranty Deed recorded at Official Records Book 10509, Page 1288, Public Records of Orange County, Florida.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: October 1, 2015

Meeting Date: October 8, 2015

Subject: Drainage Easement
Mattamy Orlando, LLC
PARCEL ID# 34-22-27-0000-00-042

Issue: The applicant is requesting a drainage easement over an existing City pond so they can apply for a St. Johns Water Management District permit to work on the pond while building a new residential neighborhood.

Discussion:

Oxford Chase (aka Mattamy) is going thru the permitting process with St. Johns. The pond site that was deeded to the City with the other R/W conveyances for SunRidge Boulevard was planned and permitted to be a joint use pond and Mattamy's current plan is to enlarge it. The St. Johns River Water Management District is requiring the City to grant Mattamy a temporary construction and drainage easement over the pond parcel that will ultimately become a stormwater tract for the HOA to own and maintain.

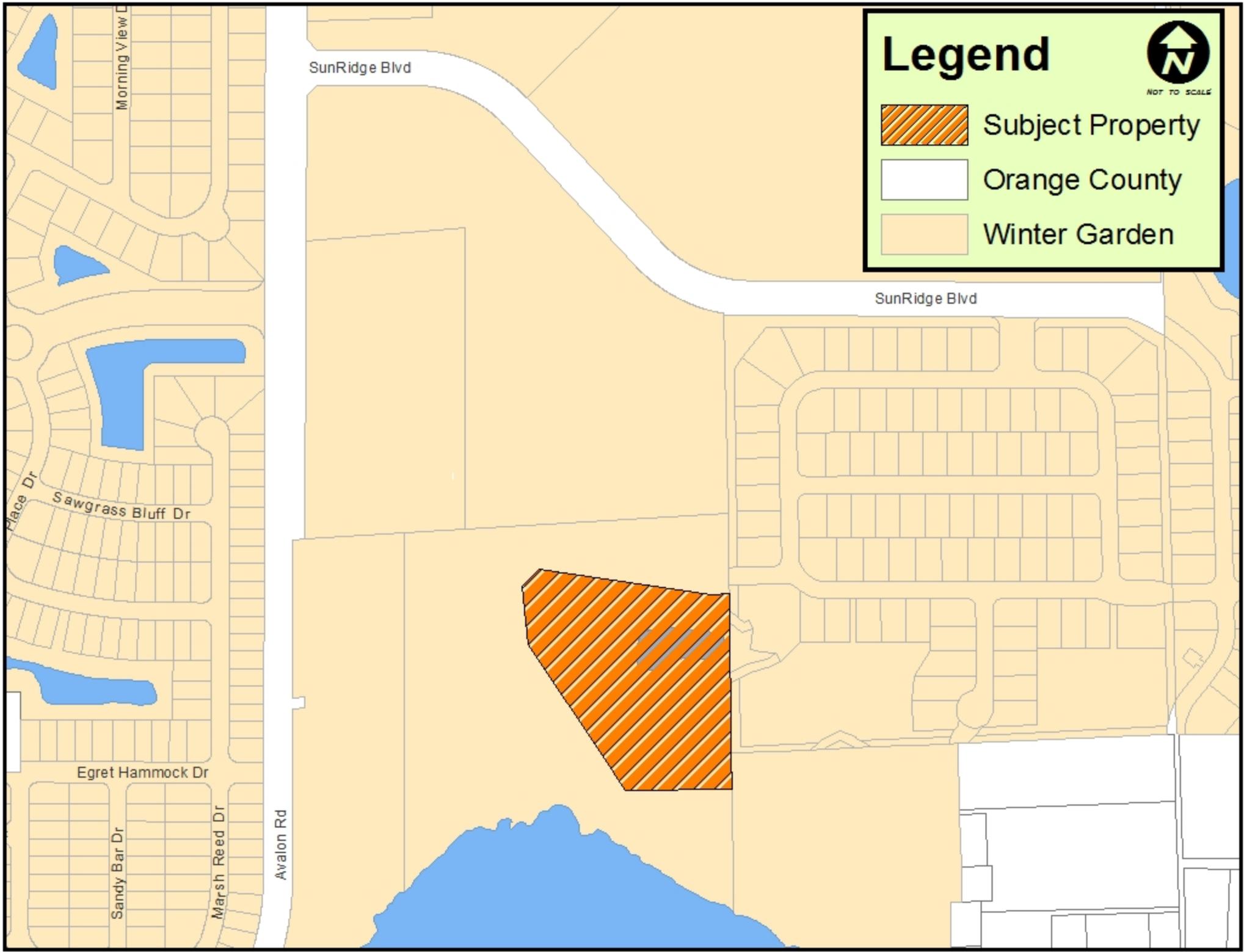
The agreement will grant "Mattamy" a drainage and temporary construction easement over the parcel. The Agreement provides that the easement(s) automatically extinguish upon recording of the plat and transfer of the entire parcel to the HOA, with a drainage easement retained in favor of the City. (The City is currently maintaining/mowing the pond and this responsibility will transfer to the HOA upon recording of the plat.).

Recommended Action:

Staff recommends approval of the Drainage Easement for Mattamy Orlando, LLC.

Attachment(s)/References:

Location Map
Drainage Easement



Legend



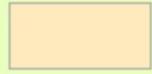
NOT TO SCALE



Subject Property



Orange County



Winter Garden

This instrument prepared by and
after recording return to:

Daniel W. Langley
Fishback Dominick
1947 Lee Road
Winter Park, Florida 327789

Orange County Parcel Identification # 34-22-27-0000-00-042
34-22-27-0000-00-003
27-22-27-0000-00-068

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is made and entered into on this ____ day of _____, 2015, by and between **CITY OF WINTER GARDEN, a Florida municipal corporation**, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (the “City”) and **MATTAMY ORLANDO, LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Blvd, Suite 500, Orlando, FL 32810-5916 (the “Grantee”).

RECITALS:

WHEREAS, City is the owner of certain real property located in Orange County, Florida, having Orange County Tax Parcel Identification Number 34-22-27-0000-00-042 and which real property is more particularly identified in Exhibit “A” attached hereto and incorporated herein (“Pond Property”);

WHEREAS, Grantee is the owner of certain real property located in Orange County, Florida, adjacent to Pond Property, having Orange County Tax Parcel Identification Numbers 34-22-27-0000-00-003 and 27-22-27-0000-00-068 and more particularly described in that certain special warranty deed recorded at Official Records Book 10846, Page 5719, et. seq., Public Records of Orange County, Florida (the “Oxford Chase Property”);

WHEREAS, Grantee is in the process of developing the Oxford Chase Property into a residential subdivision more particularly known as Oxford Chase, which is required to be platted pursuant to Chapter 177, Fla. Stat. and Chapter 110, City of Winter Garden Code of Ordinances; and

WHEREAS, the City and Grantee desire for Grantee, at its expense, to design, permit and construct a joint use stormwater pond incorporating the Pond Property and portions of the Oxford Chase Property necessary to accommodate both the City’s stormwater needs and the stormwater needs for the intended development of the Oxford Chase Property; and

WHEREAS, based upon the foregoing, City desires to grant to Grantee, subject to the terms and conditions contained herein, a non-exclusive drainage easement and temporary construction easement under, over, through and across the Pond Property to facilitate the purposes of the joint use pond.

AGREEMENTS:

NOW THEREFORE, 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 is hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Recitals. The above recitals are true, are fully incorporated herein, and form a material part of this Agreement upon which the parties have relied.

2. Grant of Drainage Easement & Temporary Construction Easement. City hereby gives, grants, and conveys unto Grantee for the benefit of the Oxford Chase Property a non-exclusive drainage easement upon, over, across, in, under and through the Pond Property for the purpose of conveying stormwater generated on (and emanating from) the Oxford Chase Property through drainage pipes to be installed and connected by Grantee from the Oxford Chase Property to the Pond Property for stormwater retention and treatment within the Pond Property as is intended to be expanded by Grantee using portions of the Oxford Chase Property. Grantee shall, at Grantee's sole cost and expense, design and obtain (and thereafter fully comply with) all permits and approvals required by any applicable governmental authorities (including the City) to transmit and convey stormwater from the Oxford Chase Property to the Pond Property including the retention and treatment of stormwater within the intended Joint Use Pond to be constructed upon the Pond Property and portions of the Oxford Chase Property.

Further, the City hereby gives, grants, and conveys unto Grantee for the benefit of the Oxford Chase Property a temporary construction easement providing Grantee and its contractors with the right to enter upon and construct, at Grantee's expense, the joint use pond ("Joint Use Pond") to be located upon the Pond Property and portions of the Oxford Chase Property to accommodate the stormwater retention and treatment needs of the City and the Oxford Chase Property. During the construction of the Joint Use Pond, the Grantee, at its expense, shall take measures to ensure that the City's existing stormwater needs accommodated by the Pond Property continue to be accommodated and that the Grantee's construction activities will not disrupt the City's conveyance, retention and treatment of stormwater. Prior to construction of the Joint Use Pond and use of the Pond Property for the benefit of the Oxford Chase Property, Grantee shall: (i) submit to and obtain approval from the City for the construction plans for the Joint Use Pond and drainage connections incorporating the Pond Property, and (ii) grant the City a drainage easement, in a form acceptable to the City, over, under and through the portions of the Oxford Chase Property being incorporated into the Joint Use Pond and such easement shall be in a form and with terms acceptable to the City; at the City's option this drainage easement may be temporary in nature until a permanent drainage easement or other acceptable legal instrument is created concurrently with the platting of the Oxford Chase Property.

3. Termination. It is anticipated by the parties that the subdivision of the Oxford Chase Property shall provide for a homeowners association created pursuant to Chapter 720, Florida Statutes, to accept, at its expense, the ownership and perpetual maintenance, repair and replacement obligations of the Joint Use Pond and as part of the platting process additional instruments will be required to address the City's rights-of-way and other offsite property's and

the Oxford Chase Property's perpetual joint use rights in the Joint Use Pond in a form and manner acceptable to the City. Therefore, this Agreement and the easements granted therein shall automatically terminate upon the recording in the public records of a plat for the Oxford Chase Property, or any portion thereof benefiting from the Joint Use Pond. The City may require the Grantee to execute a notice of termination of this Agreement as a condition of any final plat approval to be recorded concurrently with a plat of the Oxford Chase Property. Furthermore, if the Joint Use Pond is not designed, permitted and constructed at Grantee's expense within three (3) years from the effective date of this Agreement, the City shall have the right to terminate this Agreement by filing a notice of termination in the public records of Orange County, Florida.

4. Indemnity. Grantee hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Grantee 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 Grantee's exercise of (or failure to exercise) the rights or obligations of the Grantee under this Agreement and for the risk assumed by Grantee under this Agreement. Nothing herein shall be deemed as or constitute a defense, immunity, waiver or any privilege or immunity afforded to the City or any official, officer or employee of the City afforded under the law, including without limitation, sovereign immunity protections.

5. Entire Agreement; Duration; Modification. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and the easements herein granted and, except as provided for herein, shall not be changed, altered, modified or amended, except by an instrument in writing and of equal dignity herewith executed by City and Grantee, or each of their respective successors and assigns.

6. Covenant Running With the Land. Except upon termination as provided in Paragraph 3, this Agreement and the easements herein granted shall be easements, restrictions, covenants and agreements running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the Oxford Chase Property.

7. Governing Law/Venue/Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising out of this Agreement or the easements, rights or obligations established by this Agreement shall be litigated only in the courts in and for Orange County, Florida. In any such action, the prevailing party shall be entitled to recover its fees and costs, including, but not limited to, its reasonable attorney's fees, whether or not suit is filed and through any hearing, re-hearing, trial, re-trial, mediation, arbitration, or appeal; provided, however, nothing herein shall be construed as requiring any party to engage in mediation or arbitration absent further agreement of that party to do so.

8. Effective Date. This Agreement shall take effect on the date this Agreement is fully executed by the above parties and recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, City and Grantee have executed this Agreement as of the day and year first above written.

“City”

Signed, sealed and delivered in the presence of:

City of Winter Garden, a Florida municipal corporation

Print Name: _____

Michael Bollhoefer, City Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____ day of _____, 2015 by Michael Bollhoefer, who is the City Manager of City of Winter Garden, a Florida municipal corporation. He [] is personally known to me or [] has produced _____ as identification.

Signature of Notary Public

Notary Stamp

[SIGNATURE OF GRANTEE ON FOLLOWING PAGE]

“Grantee”

Signed, sealed and delivered in the presence of:

MATTAMY ORLANDO, LLC, a Delaware limited liability company

Signature of witness
Print name: _____

By: Mattamy (Jacksonville) Partnership, a Florida general partnership, its manager

Signature of witness
Print name: _____

By: Calben (Florida) Corporation, a Florida corporation, its general partner

By: _____
Name: _____
Its: _____

AND

By: MBC (Florida) Corporation, a Florida corporation, its general partner

Signature of witness
Print name: _____

By: _____
Name: _____
Its: _____

Signature of witness
Print name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of Calben (Florida) Corporation, a Florida corporation, and _____, as _____ of MBC (Florida) Corporation, a Florida corporation, as the general partners of Mattamy (Jacksonville) Partnership, a Florida general partnership, as the manager **MATTAMY ORLANDO, LLC**, a Delaware limited liability company, on behalf of the company. He/she

_____ is personally known to me or
_____ has produced _____ as identification.

Signature of Notary Public, State of Florida
Print name: _____
My Commission Expires: _____

EXHIBIT "A"

Pond Property

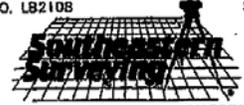
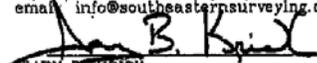
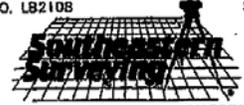
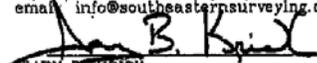
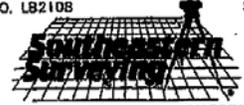
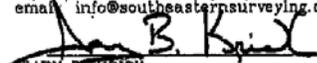
<p>SCHEDULE "A" PARCEL 103 RIGHT OF WAY</p>	<p>POND PROPERTY EXHIBIT</p>												
<p><u>Description: Parcel 103</u></p> <p>A portion of the lands described in Official Record Book 8081, Pages 4506 through 4508, Public Records of Orange County, Florida, lying in the West 1/2 of the Northwest 1/4 of Section 34, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:</p> <p>COMMENCE at the Northeast corner of said West 1/2 of the Northwest 1/4 of Section 34; thence, along the East line of said West 1/2 of the Northwest 1/4 of Section 34, South 00°54'31" East, 919.25 feet to the POINT OF BEGINNING; thence, continuing along said East line, South 00°54'31" East, 556.08 feet; thence, departing said East line, South 89°05'29" West, 303.73 feet; thence North 33°37'04" West, 501.98 feet; thence North 06°26'09" West, 165.43 feet; thence North 45°59'57" East, 68.77 feet; thence South 81°53'33" East, 496.85 feet; thence North 89°10'15" East, 50.00 feet to the POINT OF BEGINNING.</p>													
<p><u>SURVEYORS' NOTES:</u></p> <ol style="list-style-type: none"> 1. Bearings shown hereon are based on the East line of the West 1/2 of the Northwest 1/4 of Section 34, Township 22 South, Range 27 East, Orange County, Florida, being South 00°54'31" East, assumed. 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 5J-17.050-.052 requirements. 3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. 													
<p align="center">DESCRIPTION</p> <p align="center">FOR</p> <p>Pegasus Engineering, LLC</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Date: March 16, 2010 REJ</td> <td>CERT. NO. LB2108</td> <td>53097021</td> </tr> <tr> <td>Job No.: 53097</td> <td>Scale: NOT TO SCALE</td> <td align="center" colspan="2">  </td> </tr> <tr> <td colspan="2"> CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH </td> <td align="center" colspan="2"> SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4360 (407)292-8580 fax(407)292-0141 email info@southeasternsurveying.com  GARY E. KRICK REGISTERED LAND SURVEYOR NO. 4246 </td> </tr> </table>	Date: March 16, 2010 REJ		CERT. NO. LB2108	53097021	Job No.: 53097	Scale: NOT TO SCALE			CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4360 (407)292-8580 fax(407)292-0141 email info@southeasternsurveying.com  GARY E. KRICK REGISTERED LAND SURVEYOR NO. 4246	
Date: March 16, 2010 REJ		CERT. NO. LB2108	53097021										
Job No.: 53097	Scale: NOT TO SCALE												
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EXHIBIT "A"

SKETCH OF DESCRIPTION
PARCEL 103

POND PROPERTY
EXHIBIT

SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST

PARCEL IDENTIFICATION #
27-22-27-0000-00-068
OFFICIAL RECORD BOOK 7743,
PAGES 4158-4162

POINT OF COMMENCEMENT
NE CORNER OF THE W 1/2 OF THE
NW 1/4 OF SECTION 34, TOWNSHIP
22 SOUTH, RANGE 27 EAST

NORTH LINE OF THE NW
1/4 OF SECTION 34

N45°59'57"E
68.77'

S81°53'33"E
496.85'

N89°10'15"E
50.00'

POINT OF BEGINNING

N06°26'09"W
165.43'

EAST LINE OF THE WEST 1/2 OF
THE NW 1/4 OF SECTION 34
S00°54'31"E 556.08'

PARCEL IDENTIFICATION #
34-22-27-0000-00-007
OFFICIAL RECORD BOOK 7782,
PAGES 4695-4697

PARCEL IDENTIFICATION #
34-22-27-0000-00-063
OFFICIAL RECORD BOOK 8081,
PAGES 4506-4508

S89°05'29"W 303.73'

PARCEL IDENTIFICATION #
34-22-27-0000-00-005



NOT TO
SCALE



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

Drawing No. 53097021
Job No. 53097
Date: 03/16/10
SHEET 1 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY
NOT VALID WITHOUT SHEET 1

EXHIBIT "A"

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Tanja Gerhartz, Economic Development Director

Via: Mike Bollhoefer, City Manager

Date: October 1, 2015

Meeting Date: October 8, 2015

Subject: CDBG Housing Grant #14DB-OI-06-58-02-H14

Discussion:

The City of Winter Garden has been awarded a \$ 750,000.00 CDBG (Community Development Block Grant) in the Housing Rehabilitation Category to repair or replace a minimum of Twelve (12) Low to Moderate Income (LMI -below 80% of area median income) owner occupied homes located in the City of Winter Garden City Limits. The City Commission has currently approved four bids to date, two homes for rehab and two homes for replacement. The following five bids are being presented at this time.

Fred Fox Enterprises is currently recommending approval of the following five (5) bids to the low qualified bidder Construction 360 contingent upon receiving Site Specific Release from the Department of Economic Opportunity (DEO). All applicants have been prequalified and meet the CDBG Program requirements. Construction 360 has been prequalified and has been determined to be licensed and is not on the excluded parties list for government projects:

Demo/Replacement Home-

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
1. Mattie Wilson 1015 Lincoln Terrace	Construction 360	\$ 100,210.78

Rehab Homes-

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
2. Yvette Pack 646 Bethune Ave	Construction 360	\$ 34,418.00

REQUESTED MOTION #2:

The CDBG Housing Rehabilitation bid award of the following four (4) rehabilitation bids to the low qualified bidder Construction 360 contingent upon receiving Site Specific Release from the Department of Economic Opportunity.

<u>Owner</u>	<u>Contractor</u>	<u>Bid Amount</u>
1.Yvette Pack 646 Bethune Ave	Construction 360	\$ 34,418.00
2.Jessie Williams 1100 E. Bay St	Construction 360	\$ 51,523.00
3. Susie Riley 1040 Mildred Dixon Way	Construction 360	\$ 55,247.00
4.Jacqueline Brown Kemp 1046 Mildred Dixon Way	Construction 360	\$ 40,941.00

Attachments/References:

Bid Package #2 Tabulation Sheet

CITY OF WINTER GARDEN -CDBG HOUSING GRANT REHABILITATION/REPLACEMENT BID PACKAGE #2 - BID TAB

Date: August 21, 2015 Time: 1:15 P.M. X= Did not attend Mandatory Walkthrough

Company	REPLACE- MENT	Mattie Wilson- 1015 Lincoln Terr Base Bid	Mattie Wilson- 1015 Lincoln Terr Alternate #1 - Porch	Mattie Wilson- 1015 Lincoln Terr Demolition	Mattie Wilson- 1015 Lincoln Terr TOTAL	REHAB	Yvette Pack- 646 Bethune Ave Base Bid	Jessie Williams- 1100 E Bay St Base Bid	Susie Riley- 1040 Mildred Dixon Way Base Bid
Florida Homes		No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
Central Florida Renovations		\$ 110,000.00	\$ 20,700.00	\$ 5,500.00	\$ 136,200.00		No Bid	No Bid	No Bid
Construction 360		\$ 92,422.98	\$ 997.50	\$ 6,790.30	\$ 100,210.78		\$ 34,418.00	\$ 51,523.00	\$ 55,247.00
Corinthian Builders, Inc.		\$ 90,245.00	\$ 5,220.00	\$ 5,250.00	\$ 100,715.00		No Bid	No Bid	No Bid
Blue Ray'z Heating & Air		No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
JG Parker Enterprises		\$ 85,398.00	\$ 14,490.00	\$ 5,000.00	\$ 104,888.00		No Bid	No Bid	No Bid
Big Pitt Construction		No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
Jerry Walters Construction		No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
Pat Lynch Construction		\$ 109,300.00	\$ 7,482.00	\$ 4,800.00	\$ 121,582.00		\$38,686.00	\$ 64,538.00	\$ 65,330.00
FFE COST ESTIMATE		\$ 90,000.00	\$ 18,630.00	\$ 5,000.00	\$ 113,630.00		\$ 30,410.00	\$ 52,295.00	\$ 55,495.00

CITY OF WINTER GARDEN -CDBG HOUSING GRANT REHABILITATION/REPLACEMENT BID PACKAGE #2 - BID TAB

Date: August 21, 2015 Time: 1:15 P.M.

X= Did not attend Mandatory Walkthrough

Company	REHAB Jacqueline Brown Kemp- 1046 Mildred Dixon Way Base Bid	Jacqueline Brown Kemp-1046 Mildred Dixon Way Bid Alt #1	Jacqueline Brown Kemp-1046 Mildred Dixon Way BID TOTAL	Michelle Ford Gentry- 526 S Boyd St Base Bid	Patricia Vernosky- 1015 Lincoln Terr Alternate #1
Florida Homes	No Bid	No Bid	No Bid	No Bid	No Bid
Central Florida Renovations	No Bid	No Bid	No Bid	No Bid	No Bid
Construction 360	\$ 40,341.00	\$ 600.00	\$ 40,941.00	No Bid	No Bid
Corinthian Builders, Inc.	X	X	X	X	X
Blue Ray'z Heating & Air	No Bid	No Bid	No Bid	No Bid	No Bid
JG Parker Enterprises	No Bid	No Bid	No Bid	No Bid	X
Big Pitt Construction	No Bid	No Bid	No Bid	No Bid	No Bid
Jerry Walters Construction	No Bid	No Bid	No Bid	No Bid	X
Pat Lynch Construction	\$ 51,375.00	\$ 1,000.00	\$ 52,375.00	No Bid	No Bid
FFE COST ESTIMATE	\$ 35,530.00	\$ 1,000.00	\$ 36, 530.00	N/A	N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: City Clerk Golden

VIA: City Manager Bollhoefer

Date: September 23, 2015 **Meeting Date:** Oct 10, 2015

Subject: Planning and Zoning Board appointment

Issue: Filling seat vacated by resigning board member Eric Weiss (District 2)

Mr. Weiss is moving out of Winter Garden and his last meeting was October 5, 2015.

The attached applications are submitted for your consideration for appointment.

NOTE: If this seat is not filled at this meeting, it will not affect their ability to conduct meetings because they have enough members for a quorum.

Code Reference:

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

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

(c) Any vacancy in membership shall be filled for the unexpired term by the city commission who shall have the authority to remove any member for cause upon written charges, and after a public hearing. Absence from three unexcused regular meetings of the board in one year shall operate to vacate the seat of a member, unless such absences are excused by the board by resolution setting forth the fact of such excuse duly entered upon the journal.

Attachments:

Interest applications on file

Planning and Zoning Board Appointment Interest Forms on file as of September 2015

Term would expire in 2017

Note: Only appointments from Districts 2 and 4 are eligible for consideration.

District 2

Don Patton	<i>Did not return message left on 9/23/2015</i>
------------	---

District 4

Ryan Dotson	<i>Did not return message left on 9/23/2015</i>
Henry Haddock	
Matthew Matin	
Gerald Montgomery	

Current Composition:

H. Gerald Jowers	District 1	October 2016
James Hawthorne	District 1	October 2017
Heather Gantt	District 2	October 2016
Vacant	District	October 2017
Mark Maciel	District 3	October 2016
Mark DeFuso	District 3	October 2017
David Kassander	District 4	October 2017



Rec'd. 1-25-10

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

LM 9-23-15

CITY OF WINTER GARDEN BOARD APPOINTMENT INTEREST FORM

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

9-11-14

DATE: JANUARY 19, 2010 VERIFIED INTEREST ON: _____

LAST NAME: PATTON FIRST: DONALD (DON) MIDDLE: B
HOME ADDRESS: 707 BRANDY OAKS LOOP, WINTER GARDEN, FL 34787
OFFICE ADDRESS: 1675 BUENA VISTA DRIVE, SUN TRUST SUITE 305, LAKE BUENA VISTA, FL 32830
HOME PHONE: 407-489-2243 WORK PHONE: 407-828-1836 FAX: _____
CURRENT EMPLOYER: WALT DISNEY PARKS & RESORTS LENGTH: 12 YEARS
POSITION: _____

EDUCATION: BA, Mathematics, Indiana University, 1988 HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: _____
ADVANCED COLLEGE DEGREE IN: _____ OTHER: Post-Baccalaureate Certificate in Professional Accountancy (University of Southern Indiana), CPA (Indiana - Inactive)

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Five years in public accounting provided a variety of work environment experiences. I also have a variety of community involvement experiences, as listed.

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

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

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

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
Central Florida Compensation & Benefits Association, World at Work (Professional Compensation & Benefits Organization), Lake County Bicycle Alliance, Central Florida Trail Bladers & Bikers, Fellowship of Christian Athletes Team Endurance

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

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

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

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

REFERENCES: Janet Burnley, Director of Compensation, Walt Disney Parks & Resorts, 407-828-2488;
Mark Schafer, Director of Human Resources Finance, Walt Disney Parks & Resorts, 407-828-7119

- WHICH BOARD(S) ARE YOU INTERESTED?**
- _____ *CODE ENFORCEMENT BOARD
 - 1 *PLANNING & ZONING BOARD
 - 2 *COMMUNITY REDEVELOPMENT AGENCY OR ADVISORY BOARD
 - _____ *GENERAL EMPLOYEES PENSION BOARD
 - _____ *FIRE/POLICE PENSION BOARD
 - _____ STATE ROAD 50 COMMERCIAL CORRIDOR REVIEW BOARD (SUNSETS 4/24/2010)
 - _____ *ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD

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

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

Rec'd. 7-21-11



CITY OF WINTER GARDEN
CITY CLERK'S OFFICE
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

3-25-13 9-11-14 LM 9-23-15

DATE: 7/18/2011 VERIFIED INTEREST ON: _____
LAST NAME: Dotson FIRST: Ryan MIDDLE: Matthew
HOME ADDRESS: 1166 Priory Circle, Winter Garden, FL 34787-5568
OFFICE ADDRESS: 4900 North World Drive, Lake Buena Vista, FL 32830
HOME PHONE: 407-347-8673 CELL PHONE: 407-257-1168 WORK PHONE: 407-824-3873
EMAIL: dotson.ryan@gmail.com FAX #: _____
CURRENT EMPLOYER: Wat Disney Parks & Resorts LENGTH: 5 years
POSITION: Resort Guest Service Manager
EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: Communications
ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

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

COMMUNITY INVOLVEMENT: _____

INTERESTS/ACTIVITIES: _____

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

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

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? February 2009
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 4
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? Yes No IF YES, PLEASE STATE NAME OF BOARD: _____

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

REFERENCES: _____

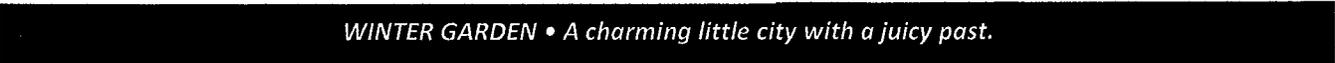
WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.





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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

Rec'd 4-22-13

9-11-14
9-23-15

BOARD APPOINTMENT INTEREST FORM

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

DATE: April 19, 2013 VERIFIED INTEREST ON: _____

LAST NAME: Haddock FIRST: Henry MIDDLE: D.
HOME ADDRESS: 14158 Hampshire Bay Circle
OFFICE ADDRESS: P.O. Box 783305
HOME PHONE: 407-654-6237 CELL PHONE: 407-443-1116 WORK PHONE: 407-443-1116
EMAIL: henry@crenav.com FAX #: _____
CURRENT EMPLOYER: CRE Solutions & Analytics, LLC LENGTH: 2012
POSITION: President
EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Business Administration: Finance
ADVANCED COLLEGE DEGREE IN: Partial completion of MBA OTHER: Website: www.crenav.com

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

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

INTERESTS/ACTIVITIES: Golf, boating

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

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

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

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

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

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

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

REFERENCES:

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10



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BOARD APPOINTMENT INTEREST FORM

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DATE: 5/20/15 VERIFIED INTEREST ON: _____

LAST NAME: Matin FIRST: Matthew MIDDLE: James

HOME ADDRESS: 2143 Oakington Street, Winter Garden, FL 34787

OFFICE ADDRESS: 527 Main Street, Windermere, FL 34786

HOME PHONE: _____ CELL PHONE: 321-948-5857 WORK PHONE: _____

EMAIL: matt.matin@gmail.com FAX #: _____

CURRENT EMPLOYER: Suzi Karr Realty LENGTH: 8 months

POSITION: Realtor

EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: Urban Studies (Urban Planning)

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
 I have a background in urban planning, and hold an AICP (American Institute of Certified Planners) license. I spent 12 years working in the planning/engineering industry. For the past 2 years I have been a Realtor, specializing in Winter Garden/Windermere market. I was elected in 2012, and serve as the Vice-Chairman of the Stoneybrook West CDD.

COMMUNITY INVOLVEMENT: Executive Board Member - Florida Planning & Zoning Association, Vice-President of West Orange CC
 INTERESTS/ACTIVITIES: Architecture, Urban Planning, New Urbanism, Historic Preservation, Golf, Photography, Travel

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To use my talents/experience to serve the residents of the City of Winter Garden.

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
American Planning Association, Florida Planning & Zoning Association, Stoneybrook West Community Development District

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

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

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

Stoneybrook West CDD, Florida Planning & Zoning Association, West Orange Country Club (Winter Garden)

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

REFERENCES:
Bob Hennen - 407-765-5300, Ward Britt - 407-491-4783, Jim Karr - 407-257-6866

WHICH BOARD(S) ARE YOU INTERESTED?

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

MATTHEW J. MATIN, AICP

EDUCATION

5/2002 University of Tennessee Knoxville, TN

- B.A., Urban Studies

WORK EXPERIENCE

8/2013 – Current Suzi Karr Realty Windermere, FL

Realtor

1/2013- 8/2013 Renaissance Planning Group Orlando, FL

Senior Transportation Planner

- Go Enhance RTS (Gainesville BRT Alternatives Analysis) – City of Gainesville, Florida
Responsibilities included the analysis of existing conditions, which formed the baseline for the evaluation of the major alternatives that were developed as part of the study.
- State of the System Report – Manatee County, FL
Responsible for the development of the State of the System Report that provided key transportation statistics, identified needs, and recommended solutions for congestion by analyzing numerous performance measures. This report was completed in order to track transportation trends in the County, which included a complete review of each road segment on the Congestion Management System (CMS).

4/2006 – 12/2012 HNTB Corporation Lake Mary, FL

Senior Transportation Planner/Senior Travel Demand Modeler

- Districtwide Modeling and Limited Access Analysis Support, FDOT District 5
Responsible for the development and support of the CFRPM model, which serves as the adopted travel demand model for the Space Coast TPO, Lake-Sumter MPO, Ocala/Marion TPO and the Volusia TPO. Responsible for coordinating with these respective planning organizations and developing all future models, which serve as the basis for their LRTPs.
- General Traffic and Earnings Consultant, Orlando-Orange County Expressway Authority (OOCEA)
Responsible for multiple tasks related to providing traffic and revenue analysis support to OOCEA. The primary task of this project entailed providing annual updates and validations to the OOCEA revenue models. These revenue models were utilized to develop future year traffic and revenue forecasts on existing and future OOCEA system facilities. Numerous traffic and revenue studies were performed analyzing user benefits and revenue impact of several projects on the existing and future OOCEA system. Evaluated potential modifications to OOCEA toll policies, toll structures and the associated impacts to the OOCEA system traffic and revenue.
- Wekiva Parkway PD&E Study Design Traffic, OOCEA
Responsibilities included the development of the project travel demand models which were used to develop design traffic for several alignment alternatives and the preferred alternative for the Wekiva Parkway PD&E Study. The SR 429/Wekiva Parkway project is the northwest portion of the Orlando beltway. The Wekiva Parkway alignment alternatives consisted of varying interchange locations, frontage road configurations, as well as several possible connections to Interstate 4. Traffic analysis included base year land use development, TAZ splits and a sub-area validation. Development of future year land use along with build and no-build networks were also completed as part of this project. Traffic volumes were developed for study area roadways for three future years: 2012, 2022 and 2032. Assisted with the LOS analysis for study area roadways under existing, future year build and no-build conditions.
- SR 836 Express Bus Ridership Study, Miami-Dade Expressway Authority (MDX)
Responsible for the development of multiple alternative models utilizing the SERPM 6.5 TOD model to test ridership of a proposed BRT system which would operate on a fixed-route utilizing the shoulder of SR 836 to

bypass traffic queues during congested conditions. Project entailed the development and analysis of ridership estimates along multiple routes using numerous fare schedules and headways. The proposed BRT line connects Florida International University, UM Medical Center, Miami Intermodal Center (MIC) and Downtown Miami. In addition, multiple park-and-ride locations were tested and local bus routes were modified to connect with the proposed system.

- MyRegion.org Model, How Shall We Grow (HSWG), FDOT District 5

Developed the travel demand model that was used to test multiple land use and transportation network alternatives. The model was a unique, hybrid model that was developed by merging the existing Central Florida Regional Planning Model (CFRPM) and the existing Polk County TPO model. The combination of two separately validated models posed multiple challenges such as the modification of existing model scripts, node and zone renumbering, the distribution of external trips, cross-county interaction and the combination of transit networks. The resulting MyRegion.org model was an integral part of the HSWG decision-making process.

5/2002 – 4/2006

HDR, Inc.

Orlando, FL

Transportation Planner I/Transportation Planner II

- Florida-Alabama TPO 2025 LRTP, West Florida Regional Planning Council, Pensacola, FL

Responsible for validating 2002 base year model and development of input data files. Developed the E+C model which was then used to develop three 2025 Needs Plan alternatives, including individual project costs. Developed the 2025 Cost Feasible model which was adopted by the TPO in December 2005.

- Bay County TPO 2030 LRTP, WFRPC, Bay County, FL

Responsible for two-digit conversion of the previously validated travel demand model as part of the regional validation, expansion and validation of 2003 base year model, development of input data files. Developed E+C model which was then used to develop the 2030 Needs Plan.

- Okaloosa-Walton TPO 2030 LRTP, WFRPC, Okaloosa/Walton County, FL

Responsible for the coding of the E+C model, development of input data files, development of the 2030 needs plan model.

5/2000 – 8/2001

HDR, Inc.

Orlando, FL

Planning Intern

TECHNICAL SKILLS

- Transportation Modeling Software: Tranplan, CUBE/Voyager, SYNCHRO, SimTraffic
- Esri ArcGIS 10
- Microsoft Office: Word, Excel, PowerPoint, Access

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners – AICP #022695
- Stoneybrook West Community Development District (CDD) – Vice-Chairman (2012 – Current)
- Florida Planning and Zoning Association (FPZA) – Executive Board Member (2011 – Current)



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Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

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 FEEL FREE TO ATTACH A RESUME.

DATE: April 18, 2013 VERIFIED INTEREST ON: _____

LAST NAME: Montgomery FIRST: Gerard MIDDLE: Vincent

HOME ADDRESS: 2045 Black Lake Blvd

OFFICE ADDRESS: 2045 Black Lake Blvd

HOME PHONE: 407-567-8688 CELL PHONE: 407-567-8688 WORK PHONE: _____

EMAIL: Gerard_Montgomery@yahoo.com FAX #: 407-315-0026

CURRENT EMPLOYER: Southern Protection Service Inc LENGTH: 4 yrs

POSITION: President / owner

EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Business Management

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Business owner - Security / Licensed FL NCISC PRIVATE INVESTIGATION - 30 yrs exper ups District
Attended Winter Garden Citizen Police class Security Manager

COMMUNITY INVOLVEMENT: N/A

INTERESTS/ACTIVITIES: Biking / Reading / Business owner

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? more involved in City Govern ment / city improvement

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

N/A

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? _____

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO WHICH CITY DISTRICT? 4

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

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

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

WHICH BOARD(S) ARE YOU INTERESTED?

*CODE ENFORCEMENT BOARD

*PLANNING & ZONING BOARD ✓

*COMMUNITY REDEVELOPMENT AGENCY

*COMMUNITY REDEVELOPMENT ADVISORY BOARD - CIRCLE ALL THAT APPLY TO YOU WITHIN THE CRA: RESIDE / OWN / OPERATE A BUSINESS / OTHER

*GENERAL EMPLOYEES PENSION BOARD

*FIRE/POLICE PENSION BOARD ✓

*ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD

CIRCLE ALL THAT APPLY TO YOU: ARCHITECT / LICENSED GENERAL CONTRACTOR / WG HERITAGE FOUNDATION BOARD MEMBER / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT / OWN COMMERCIAL PROPERTY IN THE HISTORIC DISTRICT & RESIDE IN THE CITY / RESIDE IN THE CITY

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