AGENDA
CITY COMMISSION
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING December 10, 2015 6:30 p.m.

CALL TO ORDER
Determination of a Quorum
Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**
   Workshop Minutes and Regular Meeting Minutes of November 12, 2015

2. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**
   A. **Ordinance 15-31**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE 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 15-32**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
   C. **Ordinance 15-33**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** *(postponed April 9, 2015 and June 11, 2015)* - Community Development Manager Pash

   D. **Ordinance 16-01**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE ON THE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
   E. **Ordinance 16-02**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE ON THE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
   F. **Ordinance 16-03**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET, FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

G. **Ordinance 16-04**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 6.09 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE (STATE ROAD 50) AND SOUTH DILLARD STREET FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (Dillard and 50 PCD) **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

H. **Ordinance 16-05**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH 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

I. **Ordinance 16-06**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

J. **Ordinance 16-07**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

K. **Ordinance 16-08**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH 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

L. **Ordinance 16-09**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

M. **Ordinance 16-10**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

N. **Ordinance 16-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH 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

O. **Ordinance 16-12:** 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 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

P. **Ordinance 16-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

Q. **Ordinance 16-14**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE 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

R. **Ordinance 16-15:** 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 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

S. **Ordinance 16-16:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE FROM ORANGE COUNTY R-1 SINGLE FAMILY DWELLING DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 14, 2016** - Community Development Manager Pash

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

A. **Ordinance 15-70:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 102-92 OF CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN TO PROVIDE A MORE RESTRICTIVE SPECIAL EXCEPTION PROCESS GRANTING AUTHORITY TO THE CITY COMMISSION TO PERFORM THE SPECIAL EXCEPTION REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE – Community Development Manager Pash

4. **REGULAR BUSINESS**

A. Recommendation to approve agreement with Clear Channel Outdoor, Inc. to remove two billboards at 35 S. Dillard Street and construct a new double-faced digital billboard at 13394 W. Colonial Drive, **subject to approval of a Special Exception** - Community Development Manager Pash

B. Recommendation to approve Special Exception request, **subject to conditions and the agreement,** by Clear Channel Outdoor, Inc. to install a new digital billboard at 13394 W. Colonial Drive - Community Development Manager Pash

C. Recommendation to approve Final Plat for Oakland Park Phase 4A - Community Development Manager Pash

D. Recommendation to approve and Oakland Park Phase 4A Right-of-Way Maintenance Agreement - Community Development Manager Pash

E. Recommendation to approve a Binding Lot Agreement for 1343 Green Forest Court; Boat RV and Auto Storage of West Orange - Community Development Manager Pash

F. Recommendation to approve Site Plan for 1343 Green Forest Court; Boat RV and Auto Storage of West Orange, **subject to conditions** - Community Development Manager Pash

G. Appointments to the Architectural Review and Historical Preservation Board - Community Development Manager Pash

H. Recommendation to approve awarding Opening and Closing Burial Space Agreement to Quality Vaults & Monuments, Inc., with renewals through September 30, 2020 - Assistant City Manager of Public Services – Cochran
I. Recommendation to approve Conserv II Agreement with Orange County and City of Orlando, Florida, and all associated documents as submitted – City Attorney Ardaman

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

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

7. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer
   A. Presentation of full road improvements under State Road 429 at Daniels Road/Winter Garden Vineland Road

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on January 14, 2016 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.

CITY OF WINTER GARDEN

CITY COMMISSION
WORKSHOP MINUTES
November 12, 2015

A **WORKSHOP** of the Winter Garden City Commission was called to order by Mayor Rees at 5:30 p.m. in City Hall Commission Chambers, 300 West Plant Street, Winter Garden, Florida.

Present: Mayor John Rees, Commissioners Bob Buchanan and Kent Makin

Also Present: City Attorney Kurt Ardaman and City Clerk Kathy Golden

PRESENTATION
City Attorney Ardaman presented Part II of the State required elected municipal officer ethics training. Mr. Ardaman presented the Commissioners with the final PowerPoint presentation (*see attached Exhibit "A"*).

The remainder of the training was to read the rest of the material provided in the "Ethics Training" notebook. During the presentation there was open discussion on the subject matter presented.

Part II of the two workshops concluded at 6:20 p.m.

_____ Dated: ____December 10, 2015____

Kathy Golden, CMC
City Clerk

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CITY OF WINTER GARDEN

CITY COMMISSION
REGULAR MEETING MINUTES
November 12, 2015

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

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

Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, City Clerk Kathy Golden, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Don Cochran, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Police Chief George Brennan, and Community Development Manager Stephen Pash

1. **APPROVAL OF MINUTES**
   Motion by Commissioner Makin to approve Joint State Road 429 City Commission meeting minutes with City of Ocoee September 15, 2015, Ethics Workshop minutes of October 22, 2015, and Regular Meeting minutes of October 22, 2015 as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.

2. **OATH OF OFFICE AND INTRODUCTION OF NEW OFFICERS**
   Police Chief Brennan introduced and administered the oath of office to new Police Officers Steven Edmonds and Gean Torres.

3. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**
   A. **ORDINANCE 15-70:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 102-92 OF CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN TO PROVIDE A MORE RESTRICTIVE SPECIAL EXCEPTION PROCESS GRANTING AUTHORITY TO THE CITY COMMISSION TO PERFORM THE SPECIAL EXCEPTION REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

   City Attorney Ardaman read Ordinance 15-70 by title only. Community Development Manager Pash stated that this ordinance changes the special exception requirements to be reviewed by the City Commission. Staff recommends approval.

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

Motion by Commissioner Olszewski to approve Ordinance 15-70 with the second reading and public hearing being scheduled for December 10, 2015. Seconded by Commissioner Sharman and carried unanimously 5-0.

4. **REGULAR BUSINESS**

A. **Recommendation to approve Easement Vacation for Walkers Grove Subdivision**

Community Development Manager Pash stated there is a 17 foot wide drainage easement on the south side of the Walkers Grove Development. He stated that they have requested a two foot vacation of this easement to allow the development of a little more of a backyard for the units on that side. Staff has reviewed this item and he noted there is a storm pipe located in the center of the 15 foot easement, which leaves plenty of room. Staff recommends approval of the vacation of easement. He also noted that the City has obtained letters of support from all of the utility companies.

Mayor Rees questioned whether there was enough room for maintenance and that there are no issues. Mr. Pash responded yes and described the area.

Motion by Commissioner Buchanan to approve the easement vacation for Walkers Grove Subdivision as requested. Seconded by Commissioner Makin and carried unanimously 5-0.

B. **Recommendation to approve an Interlocal Agreement for Police Dispatching Services for the Town of Windermere**

Deputy Police Chief Sullivan stated that the Town of Windermere would like to come on board with the City of Winter Garden for their dispatch services. He reminded the City Commission that we currently dispatch for Oakland and Ocoee. He noted that all the West Orange County municipalities would be on the same frequencies to communicate with each other.

Commissioner Makin asked when this would be in effect, stating that he knows what is in the budget and has seen the increase. City Manager Bollhoefer replied that this item should not have any effect on the budget because that increase in staff should be able to handle the additional load from Windermere.

Motion by Commissioner Olszewski to approve an Interlocal Agreement for Police Dispatching Services for the Town of Windermere. Seconded by Commissioner Sharman and carried unanimously 5-0.

C. **Recommendation to approve a Request For Proposal (RFP) for 109 S. Boyd Street**

Economic Development Director Gerhartz stated that this item is for 109 S. Boyd Street which is a City-owned property currently being used as a surface parking lot and part of it is vacant. She noted that once the parking garage is completed in the fall of 2016, this

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surface parking lot will no longer be needed. She stated that the timing is good to solicit a private developer to construct a quality in-fill development on this site. She stated that staff would like to post the RFP in a local newspaper, on various websites, and send out to local developers. She noted that once the proposals have been received, staff will come back to the City Commission with a recommendation probably in early 2016. She also noted the survey, which was just received, will be included in the RFP packet. Mayor Rees asked the size of the property. Ms. Gerhartz shared it is approximately one-half acre.

Commissioner Buchanan asked about the existing parking to the north of Sobo's and whether or not it would be eliminated if a developer uses the entire area. City Manager Bollhoefer responded that there are three different options for dividing the land based on the proposals. Past ideas included retail on the first floor and living space on the second and third floors. With living space, you have to have one dedicated parking space for every unit and they would have to take the entire piece. If it becomes retail and office, they would not need that piece. The existing parking lot would go away and the green space may go away depending on the proposal submitted.

Mr. Bollhoefer shared that staff has been approached regarding some of it and other properties as well, which lead into a discussion on building heights and sizes, traffic impact, and maintaining the downtown character.

Motion by Commissioner Buchanan to approve issuing a Request for Proposals for 109 S. Boyd Street. Seconded by Commissioner Makin and carried unanimously 5-0.

D. **Recommendation to approve awarding contract to Southland Construction for Stoneybrook West Parkway turn lane extension**

City Manager Bollhoefer stated that this is part of the project that the City has pledged to do, which is to increase the right turn lane coming off of StoneyBrook Parkway. He stated staff would like to move forward and approve this contract to use the existing contractor.

Mr. Bollhoefer addressed e-mails from Mr. Elliott regarding the traffic in the area by stating staff has been working on some of his requests such as meeting with CFX who has added an additional warning sign on State Road 429. Also, cameras and a counter were placed on CR 535, and we are reviewing State Road 429 to see if there is any way to change the timing of the lights to ease the east/west backup. Mr. Bollhoefer shared that Mr. Elliott would like the City to change those lights now; but this cannot be done without a study to justify it, which he hopes will be done in 30 days.

Commissioner Sharman noted that there are additional things being done in this area; and there was discussion on additional options to be considered to alleviate traffic issues once these improvements have been made. Mr. Bollhoefer confirmed there is significant improvement under the bridge. Funding was also discussed.

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Mayor Rees questioned if Southland has a capable workforce. Commissioner Makin expressed that he knows them and they are a really good road contractor that is really big. Mr. Bollhoefer assured the Commission that they have the capacity to handle this project.

Commissioner Sharman asked if anyone has seen the full improvements for this stretch of road underneath the State Road 429. He noted that he has seen it and thought it would be good for the City Commission to see. Mr. Bollhoefer stated he would bring it to the next meeting.

Motion by Commissioner Sharman to approve awarding the contract to Southland Construction for Stoneybrook West Parkway for a turn lane extension as presented. Seconded by Commissioner Makin and carried unanimously 5-0.

5. **MATTERS FROM PUBLIC**

Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida, apologized to Commissioner Sharman, stating that he made comments at the last meeting based on information that he thought Commissioner Sharman had. Because he made those comments publicly he thought he should apologize publicly.

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

7. **MATTERS FROM CITY MANAGER**

- Car Show Solution

  Mr. Bollhoefer stated that staff has been negotiating the Car Show and a solution has been found. The merchants have agreed that a quarterly Car Show; once in the Fall, Winter, Spring, and Summer would be best. He thinks this is a fair compromise that was at about 50/50 with the merchants who liked it and those that did not. Staff will actually work with them to minimize some of the issues that we had in the past.

- Dillard Street Project

  Mr. Bollhoefer reminded the City Commission that the Dillard Street Project will be discussed here at City Hall on Monday, November 16th from 6:00 p.m. to 7:30 p.m.

- Announcements

  Light Up Winter Garden on December 4th and Christmas Parade on December 5th
  Holiday Golf Cart Drive-In Movie on December 19th
  Deputy Police Chief Bill Sullivan is retiring on November 20th

  Mayor Rees expressed that Deputy Police Chief Sullivan has been a great asset to our community and that he wishes him well in his retirement.

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- Update on golf carts from Hyde Park to the Shopping Center
  Mr. Bollhoefer noted that staff is working on this issue. Residents are getting to the shopping center on a private road, all we need is for the owner of the shopping center to agree so a resolution can be brought back to the Commission.

A. **Recommendation to cancel regular City Commission meetings of November 26, 2015 and December 24, 2015 for the holidays**

Motion by Commissioner Buchanan to approve cancelling the regular City Commission meetings of November 26, 2015 and December 24, 2015 for the holidays. Seconded by Commissioner Sharman and carried unanimously 5-0.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman thanked Mr. Richardson for his apology. Commissioner Sharman congratulated the Boy Scouts for attending the meeting for their merit badge and thanked them for attending. He commented that sometimes these meetings can be a bit boring but they should have found the traffic improvements around the mall to be interesting as they drive this area with their families.

Commissioner Olszewski stated that the traffic question did come up during his question and answer session with the Boy Scouts. He thanked them for the good questions and being engaged.

Commissioner Olszewski thanked Deputy Police Chief Sullivan for his service to our community.

Commissioner Olszewski stated that he believes Winter Garden is making history for the first time as two Florida High School Football Playoff games are happening in Winter Garden at the same time; one at West Orange High School and one also at Foundation Academy, and wished them luck.

Commissioner Buchanan shared that he had the honor of speaking at the Health Central Park Veterans Day event.

Commissioner Buchanan announced that Mathew's Hope will be having a fundraiser Saturday night and there was discussion on who would be able to attend.

Commissioner Buchanan congratulated Deputy Police Chief Bill Sullivan on his retirement.

Commissioner Makin stated that Deputy Police Chief Bill Sullivan has been a great community servant and wished him well on his retirement.

Mayor Rees asked about how long the fence would be at the new parking garage site because he was of the opinion that this would not start until after the Bloom 'N Grow event. He questioned the timeframe of installing the infrastructure. Mr. Bollhoefer responded that he

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believes that the fence will be there until just before Christmas. Staff will install decorations, clean it up and minimize it. He shared that the reason it is there is because they are moving major power lines. This is probably the most intricate and difficult work of the entire project because it is power lines, cable lines, water lines, and sewer lines.

Mayor Rees asked the completion date for the work on the building located at Plant Street and Dillard Street. Mr. Bollhoefer asked City Attorney Ardaman if he was sending a letter to their attorney to be sure that they are moving forward post haste. City Attorney Ardaman responded that they are moving forward and he believes that they are in compliance with the terms and conditions thus far. He thinks that they were waiting on an environment permit from one part of the development. There was discussion on the 90 day timeframe and it was noted that they have been given hard deadlines.

Mayor Rees thanked the Boy Scouts for attending the meeting.

The meeting adjourned at 7:10 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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City Clerk Kathy Golden, CMC

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THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 3, 2015 **Meeting Date:** December 10, 2015

Subject: 360 W Story Road
JESUS MANUEL SANCHEZ & YOSELINA AGUIRRE PALACIOS
Ordinance 15-31
Ordinance 15-32
Ordinance 15-33
PARCEL ID # 22-22-27-1084-02-040

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning for the property located at 360 W Story Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property is an approximately 0.22 ± acre Unincorporated Orange County parcel located at the southwest corner of West Story Road and Burch Avenue. The applicant has requested Annexation into the City, Initial Zoning of R-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 15-31, Ordinance 15-32, and Ordinance 15-33 with the second reading and adoption scheduled for January 14, 2016.

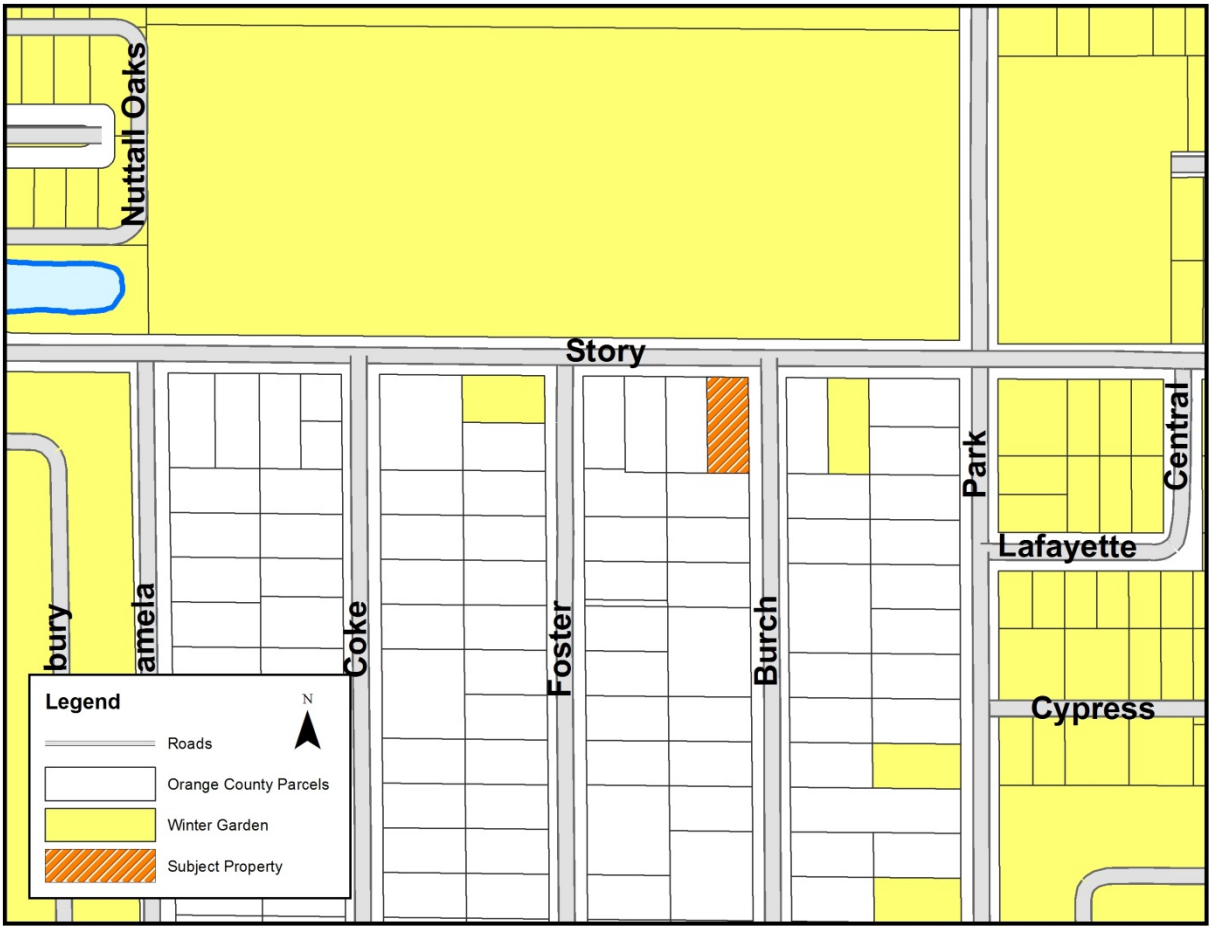
Attachment(s)/References:

Location Map
Ordinance 15-31
Ordinance 15-32
Ordinance 15-33
Staff Report

LOCATION MAP

360 W Story Road

<u>Annexation, Future Land Use, Zoning</u>



ORDINANCE 15-31

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.22 ± acres located at 360 West Story Road on the southwest corner of West Story Road and Burch Avenue 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-040

DESCRIPTION:

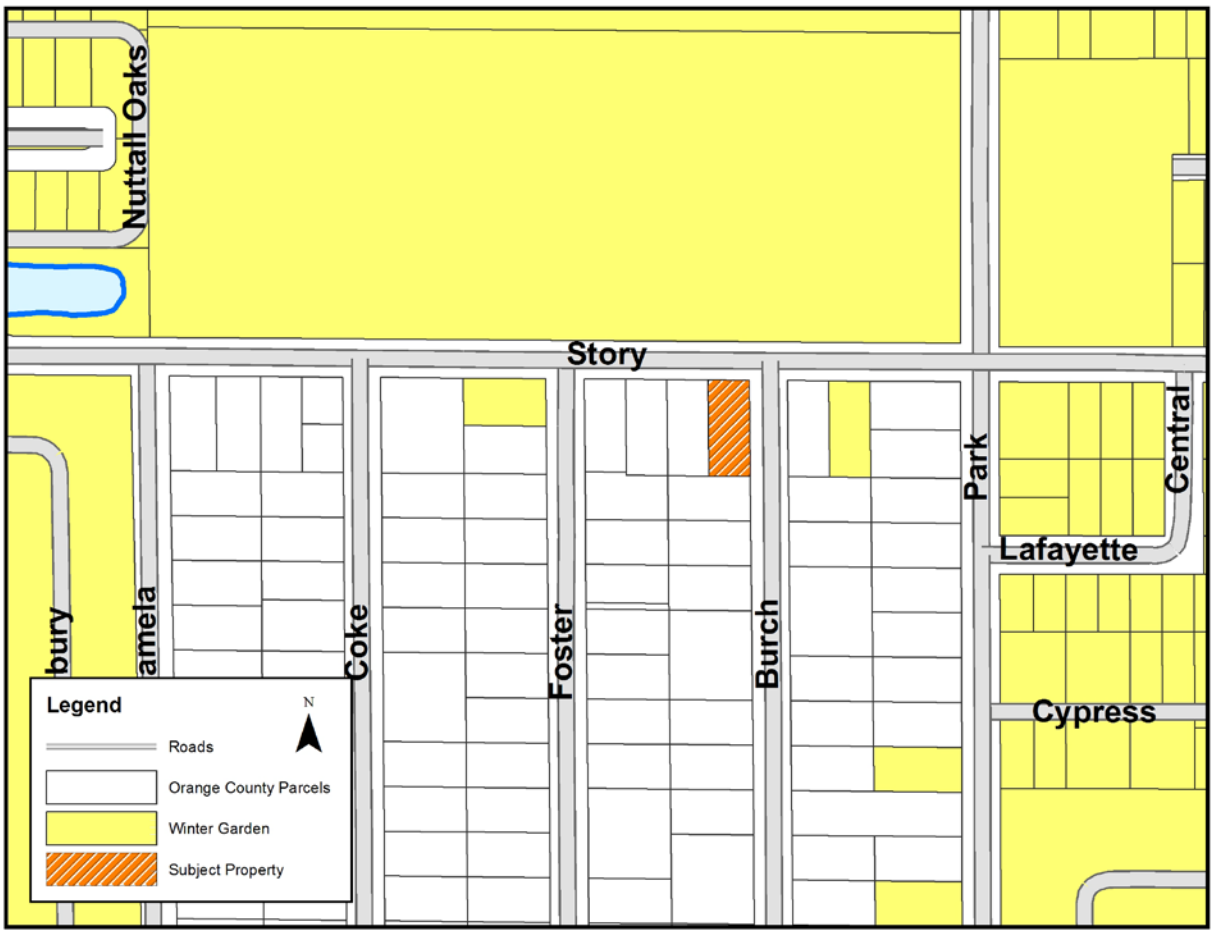
Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Begin at the Northeast corner of Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run S 00°00'00" East 150.16 feet to the Southeast corner of said Lot 4; thence N 88°51'36" W 65.00 feet to the Southwest corner of said Lot 4; thence N 00°00'03" West 150.02 feet to the Northwest corner of said Lot 4; thence S 88°59'00" E 65.00 to the Point of Beginning.

Containing 0.224 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

<u>360 W Story Road</u>



ORDINANCE 15-32

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE 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 0.22 ± acres located at 360 West Story Road on the southwest corner of West Story Road and Burch Avenue, 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 15-31, 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-040

DESCRIPTION:

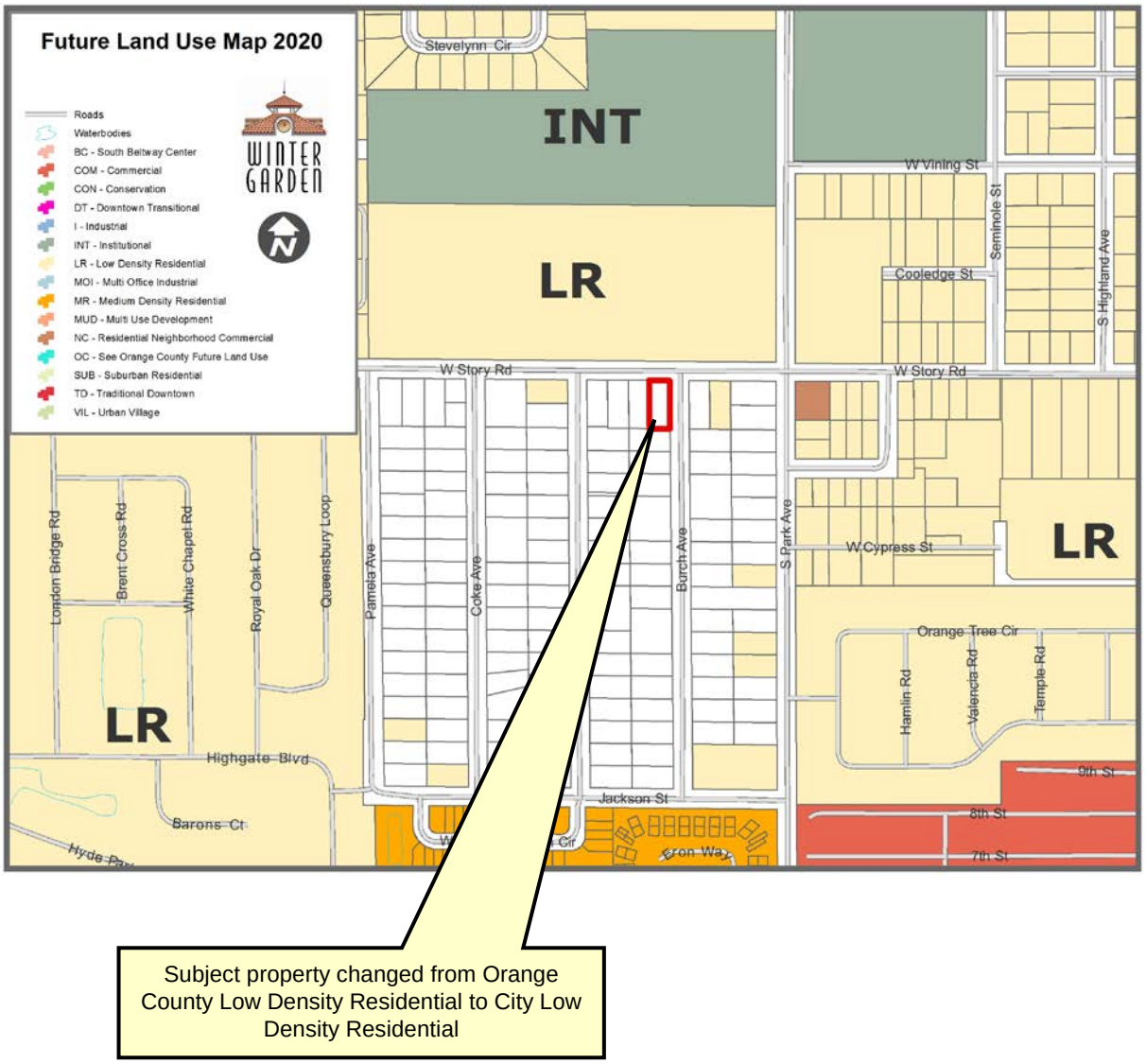
Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Begin at the Northeast corner of Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run S 00°00'00" East 150.16 feet to the Southeast corner of said Lot 4; thence N 88°51'36" W 65.00 feet to the Southwest corner of said Lot 4; thence N 00°00'03" West 150.02 feet to the Northwest corner of said Lot 4; thence S 88°59'00" E 65.00 to the Point of Beginning.

Containing 0.224 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>360 W Story Road</u>



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

ORDINANCE 15-33

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.22 ± acres located at 360 West Story Road on the southwest corner of West Story Road and Burch Avenue, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-2 Residential District to the City's R-2 Residential District zoning classification, therefore; 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-2 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 R-2 Residential District to City R-2 Residential District in the City of Winter Garden, Florida.

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 15-32 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-040

DESCRIPTION:

Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: Begin at the Northeast corner of Lot 4, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence run S 00°00'00" East 150.16 feet to the Southeast corner of said Lot 4; thence N 88°51'36" W 65.00 feet to the Southwest corner of said Lot 4; thence N 00°00'03" West 150.02 feet to the Northwest corner of said Lot 4; thence S 88°59'00" E 65.00 to the Point of Beginning.

Containing 0.224 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

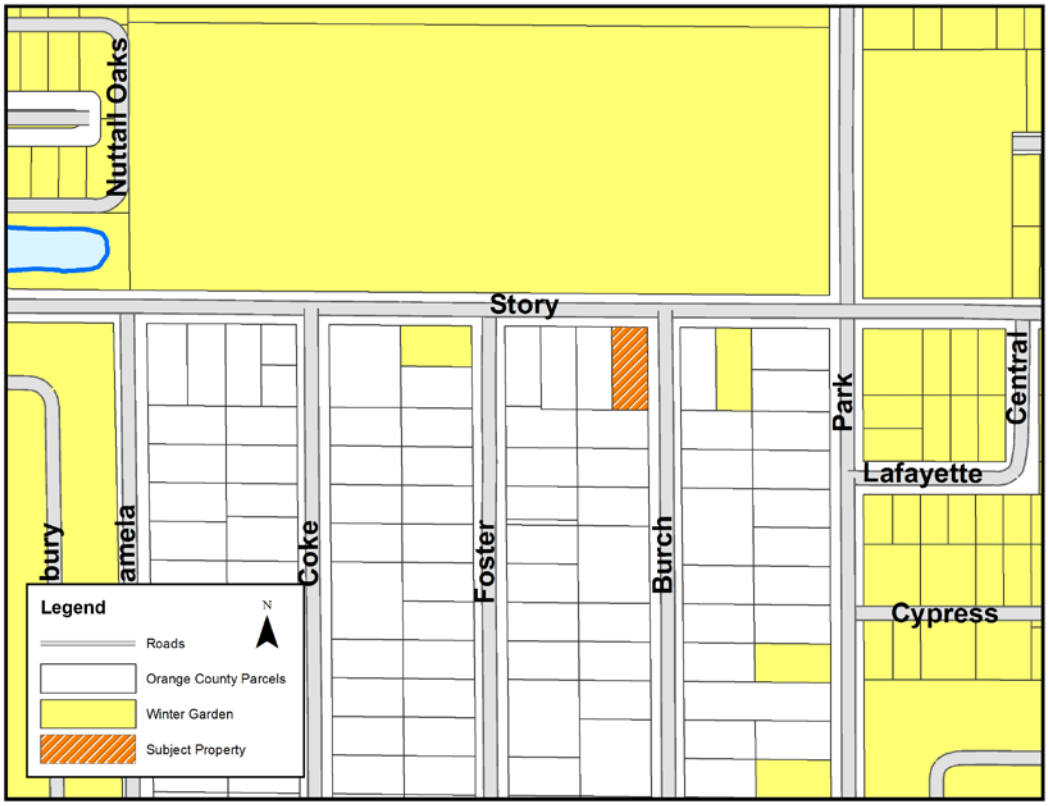
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 2, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
360 W STORY ROAD (0.22 +/- ACRES)
PARCEL IDS #: 22-22-27-1084-02-040
APPLICANT: JESUS MANUEL SANCHEZ & JOSELINA AGUIRRE PALACIOS

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 360 W Story Road, on the southwest corner of W Story Road and Burch Avenue and is approximately 0.22 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Low Density Residential, and rezoning the property to R-2 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 being developed under an existing Orange County building permit. The applicant intends to finish the single family residence under the existing permit while pursuing annexation into the City.

ADJACENT LAND USE AND ZONING

The property located to the north of the subject property is a portion of Veterans Park, which is zoned C-2 and is located in the City of Winter Garden. The property located to the east contains three single-family residential buildings, is zoned R-2 and is located in Unincorporated Orange County. Also in Orange County are the properties to the south and west of the subject property; they are each developed with a single family residence and are zoned R-2.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the residence currently under construction with City services.

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 subject to the following condition:

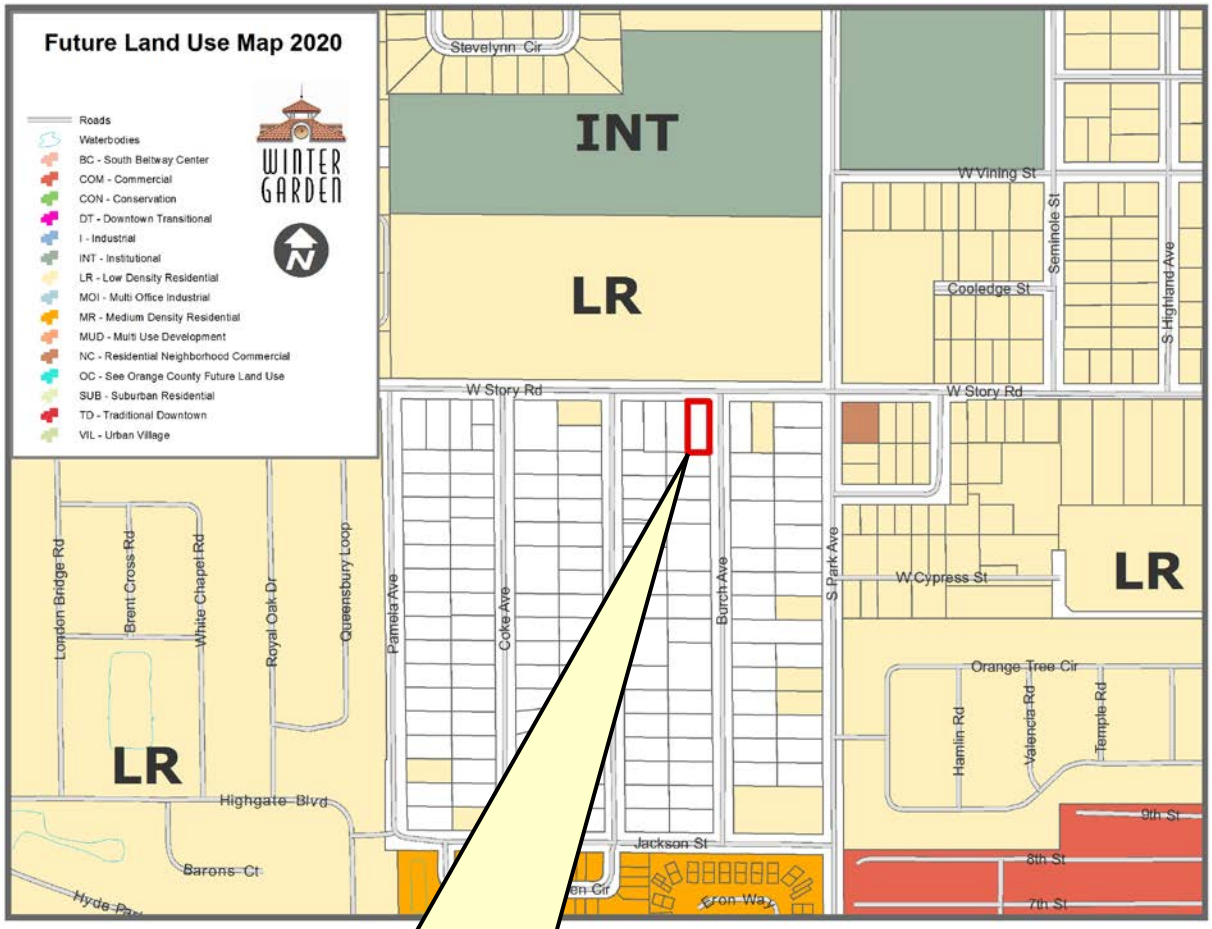
1. A driveway shall be constructed to provide sufficient residential parking in accordance with Code of Ordinances Chapter 118, Article VIII. No vehicles will be permitted to park in the front yard unless parked on a paved driveway.

AERIAL PHOTO

360 W Story Road

FUTURE LAND USE MAP

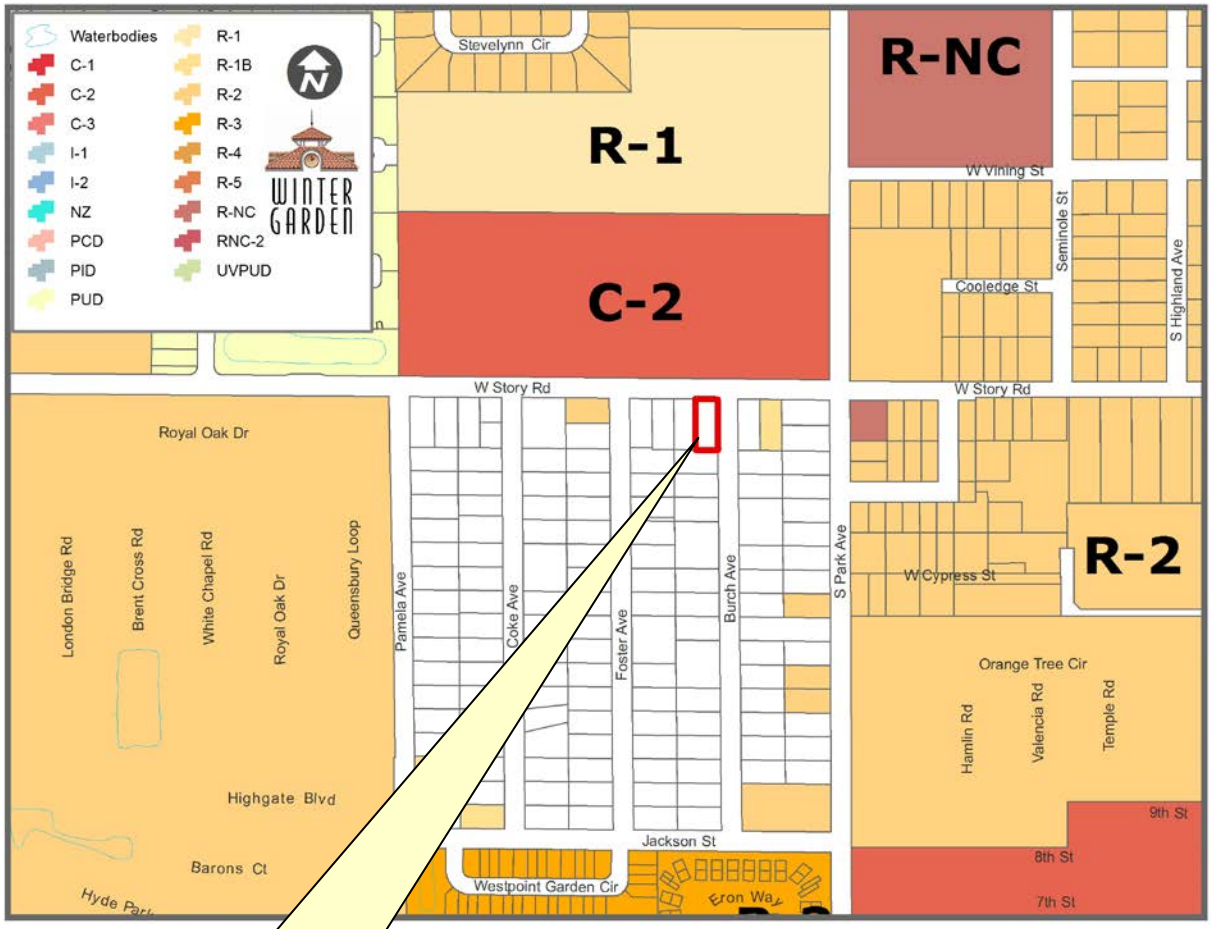
360 W Story Road



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

ZONING MAP

360 W Story Road



Subject property changed from Orange County R-2 to City R-2

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: December 2, 2015 **Meeting Date:** December 10, 2015

Subject: 830 Burch Avenue
RITO CAMPOS
Ordinance 16-01
Ordinance 16-02
Ordinance 16-03
PARCEL ID # 22-22-27-1084-02-200

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on the property located at 830 Burch Avenue.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.209 ± acre enclave located at the northwest corner of the intersection of Burch Avenue and Jackson Street. The applicant has requested Annexation into the City, Initial Zoning of R-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential (See attached Staff Report).

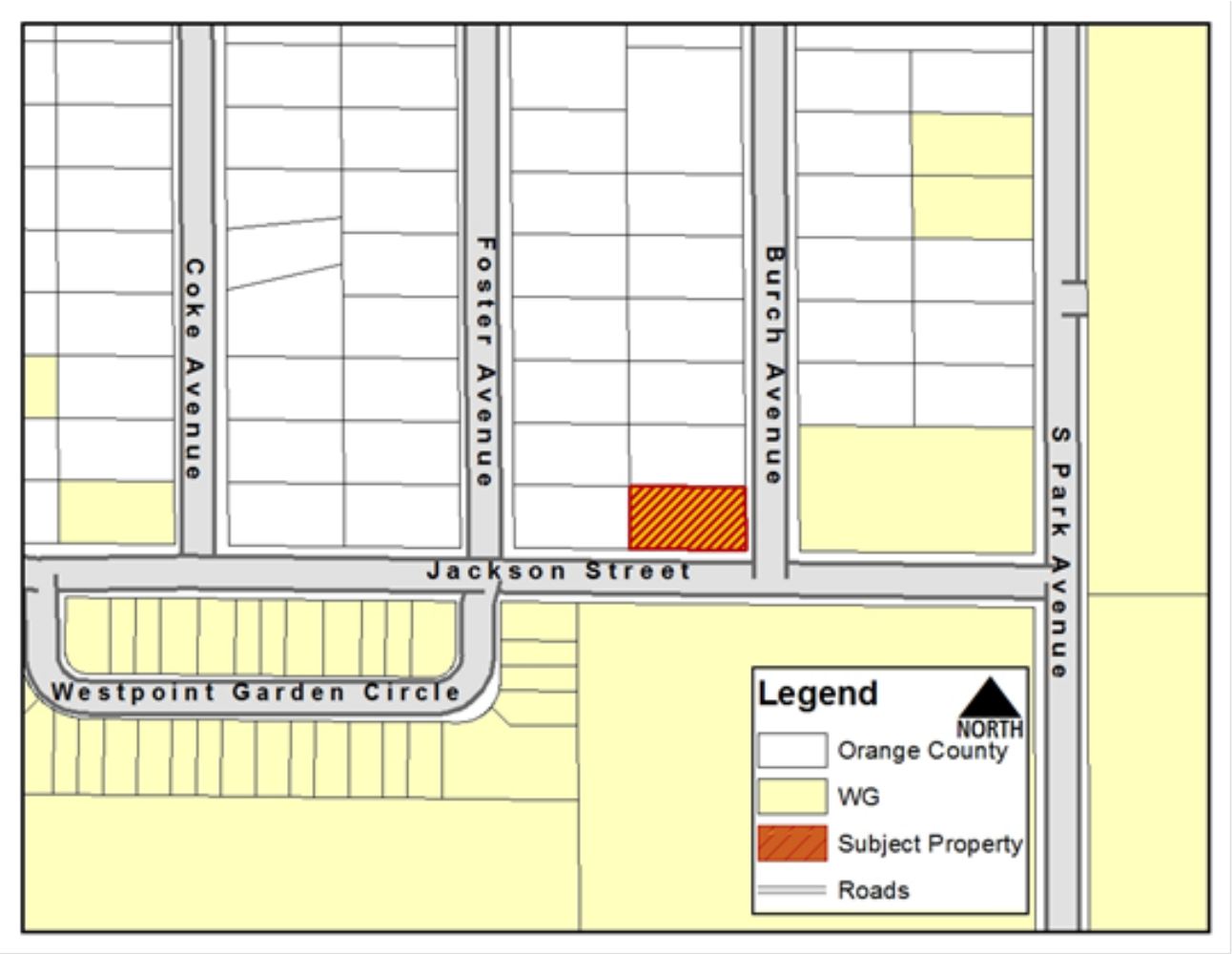
Recommended Action:

Staff recommends approval of Ordinance 16-01, Ordinance 16-02, and Ordinance 16-03 with the second reading and adoption scheduled for January 14, 2016.

Attachment(s)/References:

Location Map
Ordinance 16-01
Ordinance 16-02
Ordinance 16-03
P&Z Staff Report

Location Map



ORDINANCE 16-01

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE ON THE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET 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 0.209 ± acres located at 830 Burch Avenue on the northwest corner of Burch Avenue and Jackson Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

SECTION 3: *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

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

for the current year if the effective date of the annexation falls after the City levies such tax.

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

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

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

FIRST READING AND PUBLIC HEARING: _____ , 2015.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-200

DESCRIPTION:
Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence North 88°52'00" West 130.00 feet to the Southwest corner of said Lot 20; thence North 00°00'00" East 70.0 feet to the Northwest corner of said Lot 20; thence South 88°52'00" East 130.00 feet to the Northeast corner of said Lot 20; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.209 acres, more or less

ORDINANCE 16-02

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE ON THE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET 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 0.207 ± acres located at 830 Burch Avenue on the northwest corner of Burch Avenue and Jackson Street, 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 Multi Office Industrial 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 16-01, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____ , 2015.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-200

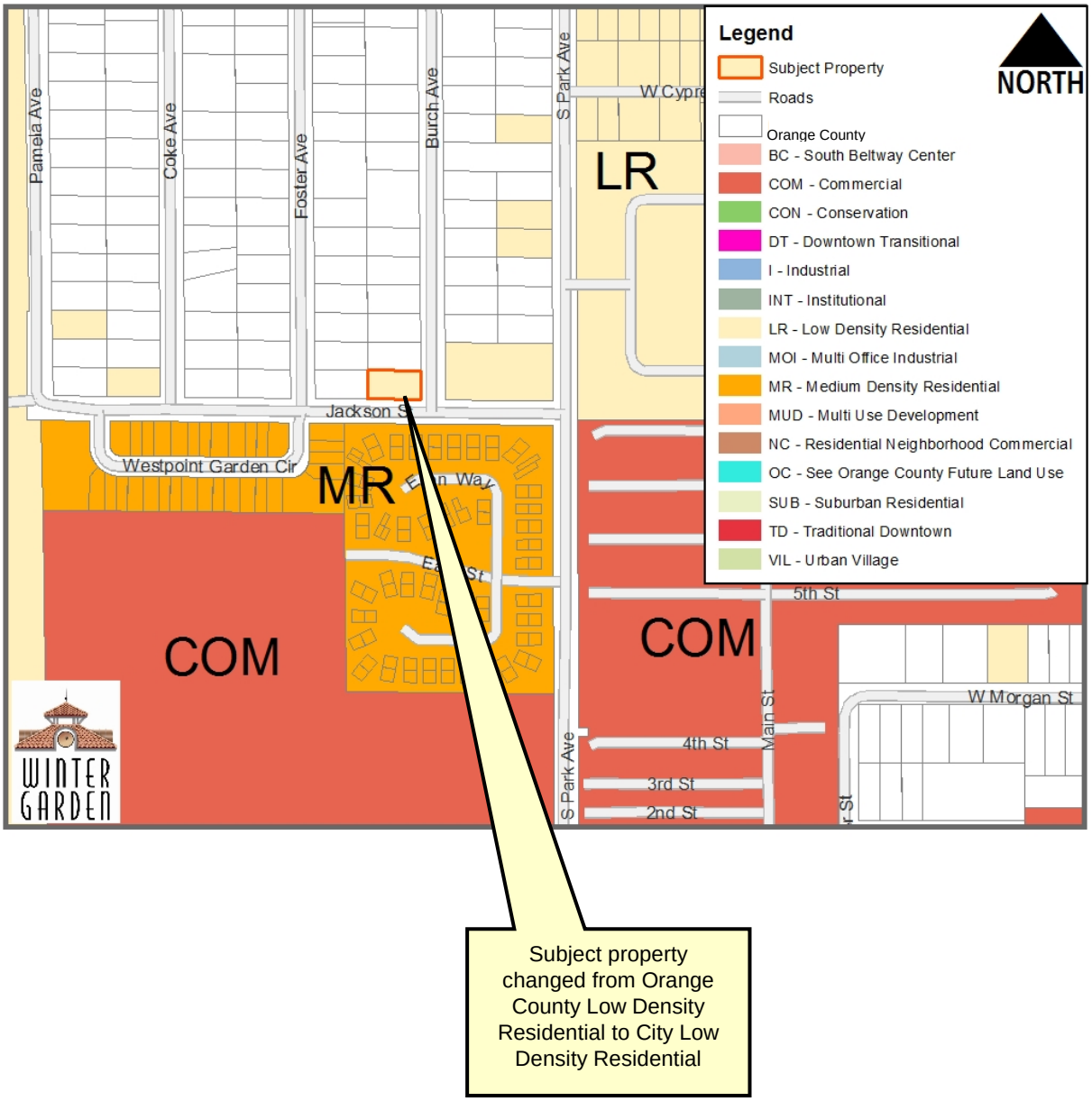
DESCRIPTION:
Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence North 88°52'00" West 130.00 feet to the Southwest corner of said Lot 20; thence North 00°00'00" East 70.0 feet to the Northwest corner of said Lot 20; thence South 88°52'00" East 130.00 feet to the Northeast corner of said Lot 20; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.209 acres, more or less

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>830 Burch Avenue</u>



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

ORDINANCE 16-03

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.209 ± ACRES LOCATED AT 830 BURCH AVENUE NORTHWEST CORNER OF BURCH AVENUE AND JACKSON STREET, FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 0.209 ± acres located at 830 Burch Avenue northwest corner of Burch Avenue and Jackson Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-2 Residential District to the City's R-2 Residential District, 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-2 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 R-2 Residential District to City R-2 Residential District in the City of Winter Garden, Florida.

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 16-02 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 2015.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-1084-02-200

DESCRIPTION:
Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Lot 20, Block B, BURCHSHIRE, according to the Plat thereof, as recorded in Plat Book Q, Page 138, Public Records of Orange County, Florida, thence North 88°52'00" West 130.00 feet to the Southwest corner of said Lot 20; thence North 00°00'00" East 70.0 feet to the Northwest corner of said Lot 20; thence South 88°52'00" East 130.00 feet to the Northeast corner of said Lot 20; thence South 00°00'00" East 70.00 feet to the POINT OF BEGINNING.

Containing 0.209 acres, more or less

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

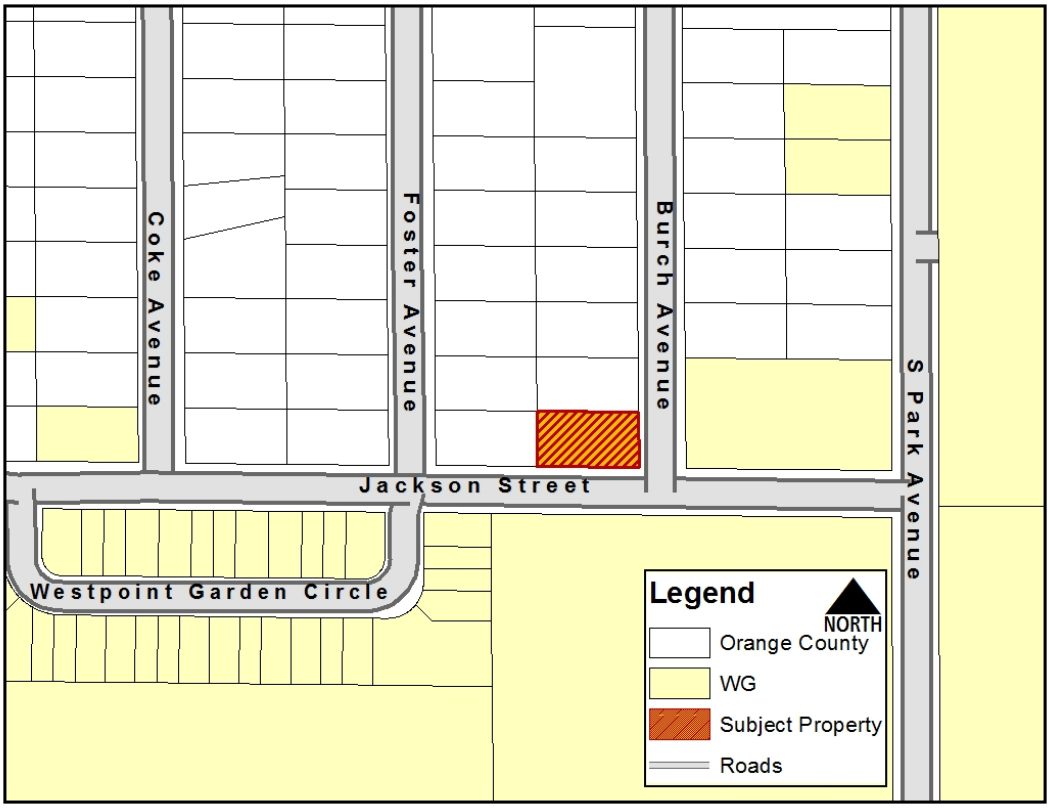
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PEPARED BY: JESSICA FRYE, PLANNER I
DATE: NOVEMBER 16, 2015
SUBJECT: ANNEXATION – ZONING – FLU AMENDMENT
830 Burch Avenue STREET (0.209 +/- ACRES)
PARCEL ID #: 22-22-27-1084-02-200
APPLICANT: RITO CAMPOS

INTRODUCTION

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

The subject property is located at 830 Burch Avenue Street and is approximately 0.209 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



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

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

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

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

EXISTING USE

The subject property was developed with a single-family house that has recently been demolished, with a replacement in progress.

ADJACENT LAND USE AND ZONING

The property located to the north is developed with a single-family home, zoned R-2, and located in unincorporated Orange County. The property located to the east is zoned R-2, and is developed with a Church, and located in the City. The property to the west is developed with a single-family house, zoned R-2 and located in Orange County. The property to the south is zoned R-3 and developed with multi-family townhomes within the City of Winter Garden.

PROPOSED USE

The owner is proposing to annex the property and develop it with a new single family residence.

PUBLIC FACILITY ANALYSIS

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

SUMMARY

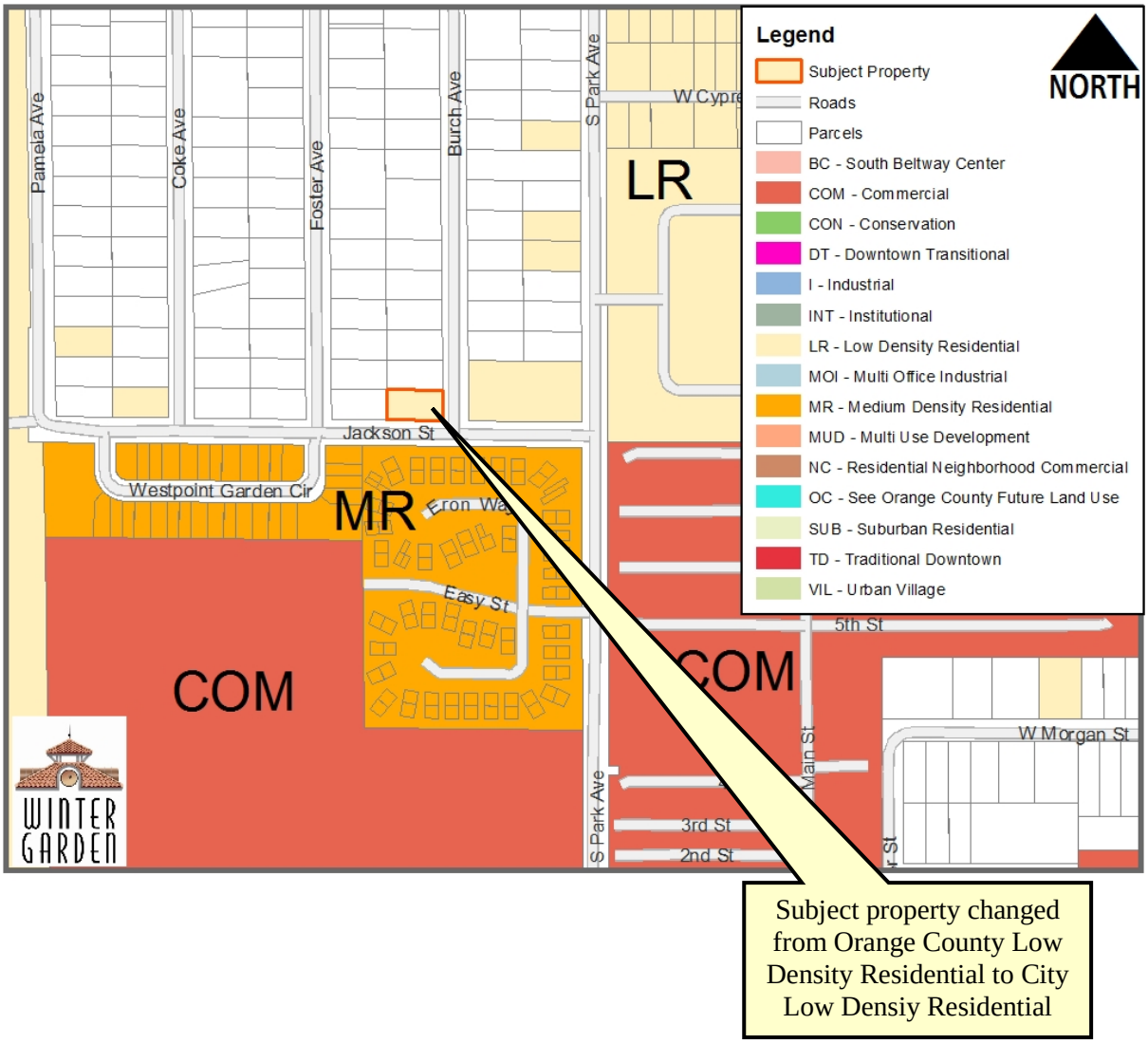
City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves.

MAPS

AERIAL PHOTO

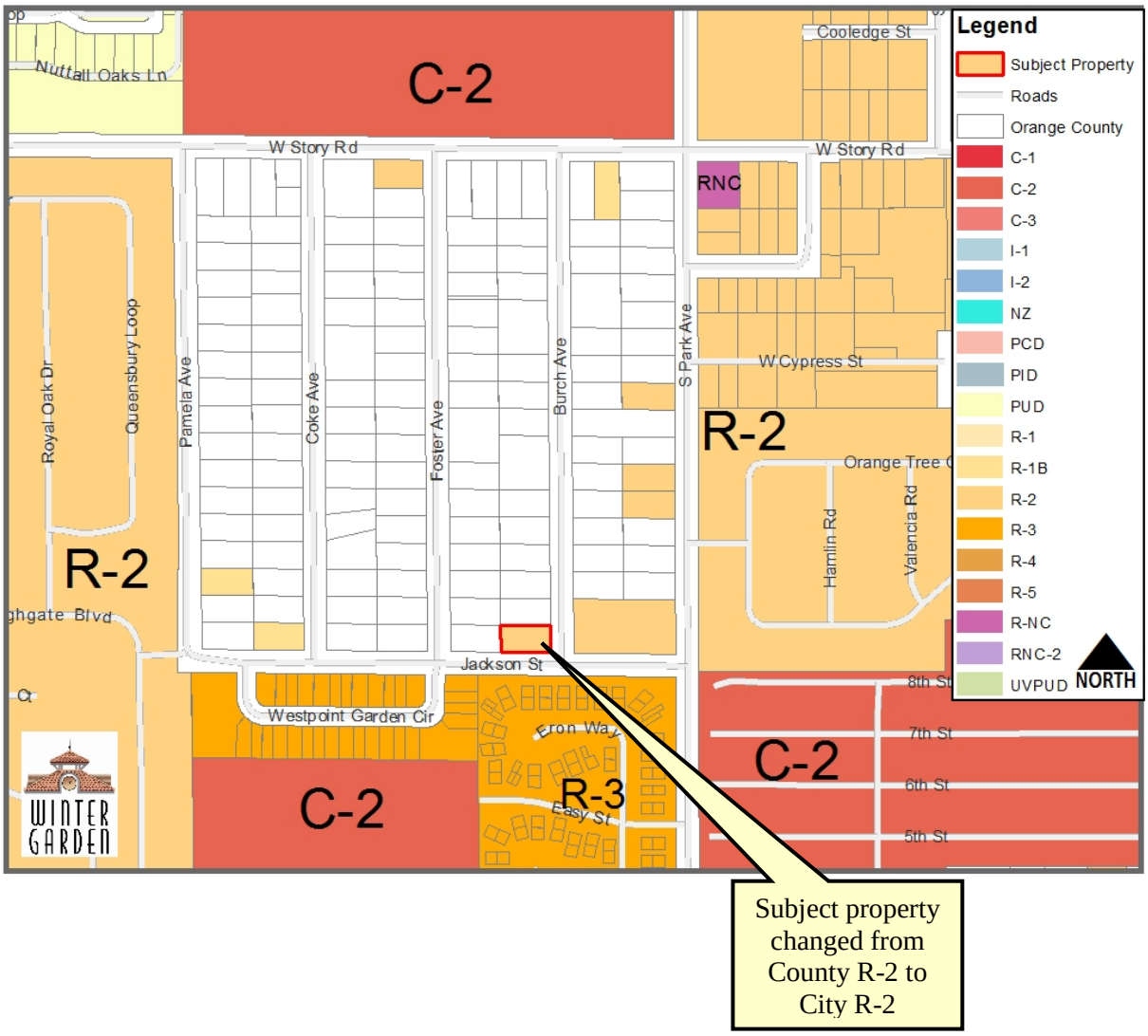
830 Burch Avenue Street

FUTURE LAND USE MAP
<u>830 Burch Avenue Street</u>



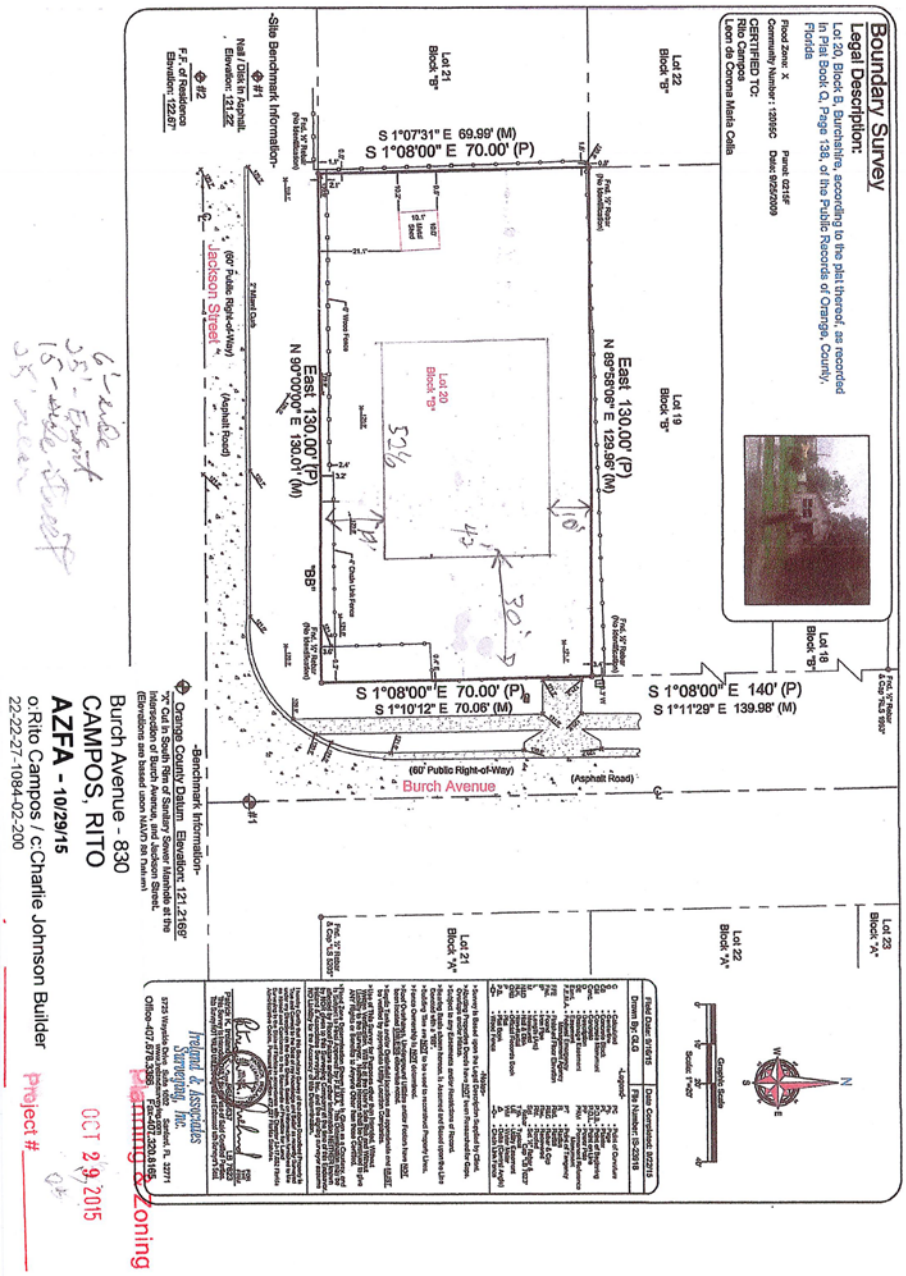
Subject property changed from Orange County Low Density Residential to City Low Densiy Residential

ZONING MAP
830 Burch Avenue Street



Subject property changed from County R-2 to City R-2

Site Plan
<u>830 Burch Avenue</u>



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: December 3, 2015 **Meeting Date:** December 10, 2015

Subject: 10649 W. Colonial Drive, 13637 W. Colonial Drive, 13603 W. Colonial Drive, 13501 W. Colonial Drive, 1080 S. Dillard Street, 1056 S. Dillard Street, 1036 S. Dillard Street (6.09 +/- ACRES)
Dillard & 50 PCD
ORDINANCE 16-04
PARCEL ID# 23-22-27-4036-00-092, **PARCEL ID #** 23-22-27-4036-00-101, **PARCEL ID #** 23-22-27-4036-00-130, **PARCEL ID #** 23-22-27-4036-00-162, **PARCEL ID #** 23-22-27-4036-00-161, **PARCEL ID #** 23-22-27-0000-00-009, **PARCEL ID #** 23-22-27-0000-00-011

Issue: The applicant is requesting to rezone the +/- 6.09 acre site from C-2 to PCD.

Discussion:

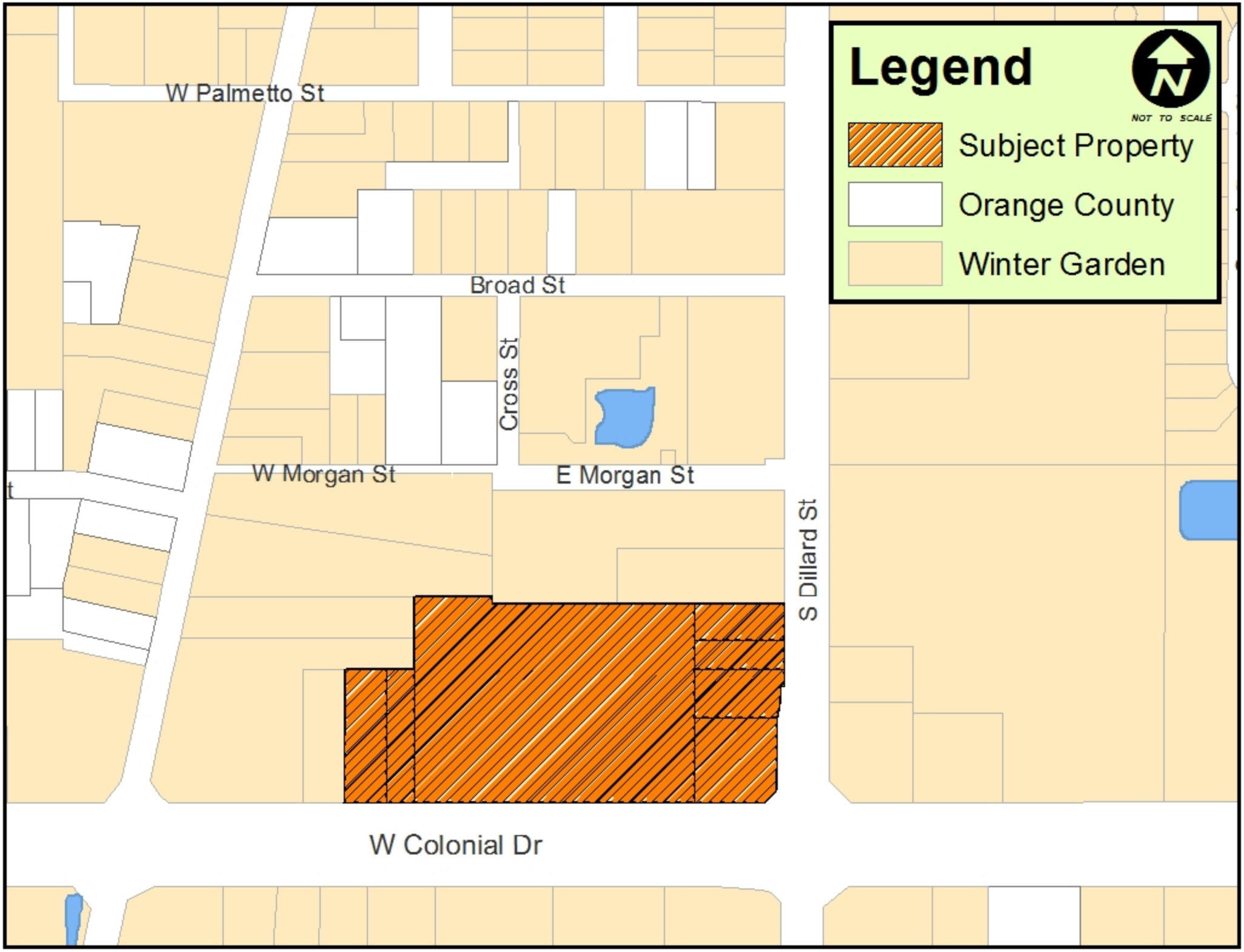
The applicant is requesting a Rezoning to PCD to allow development of a +/- 6,000 square foot Wawa Convenience Store with fueling stations, a +/- 3,500 square foot restaurant with drive-thru (Wendy's), a +/- 6,000 square foot retail or restaurant, a +/- 4,500 square foot restaurant with drive-thru (Culver's), a +/- 8,500 square foot retail/office/hotel site, and a retention pond.

Recommended Action:

Staff recommends approval with the second reading and adoption scheduled for January 14, 2016.

Attachment(s)/References:

Location Map
Ordinance 16-04
Staff Report


Legend
NOT TO SCALE
Subject Property
Orange County
Winter Garden
W Palmetto St
Broad St
Cross St
W Morgan St
E Morgan St
S Dillard St
W Colonial Dr

ORDINANCE 16-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 6.09 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE (STATE ROAD 50) AND SOUTH DILLARD STREET FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (Dillard and 50 PCD)

WHEREAS, the owner(s) of real property generally described as approximately 6.09 ± acres of certain real property generally located at the northwest corner of West Colonial Drive (State Road 50) and South Dillard Street in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from City C-2 to City PCD, and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the amendment to the PCD zoning approved by this Ordinance meets all applicable criteria contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances, therefore;

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of the City Commission.

SECTION 2: *Rezoning*. After due notice and public hearing, the zoning classification of the Property, as described in Exhibit "A" attached hereto, is hereby rezoned from C-2 (Arterial Commercial District) to PCD (Planned Commercial District) in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the Dillard and 50 PCD Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the Dillard and 50 PCD Plan attached hereto as Exhibit "B", then the standards and conditions established by this Ordinance shall

control.

b. **Zoning-** If not specifically stated in this ordinance, all development shall follow the C-2 Zoning District standards and the requirements of the West State Road 50 Overlay Development Standards

c. **Permitted Uses-** With respect to the Dillard and 50 PCD Area as identified in Exhibit "B" attached hereto, the only uses allowed within this PCD shall be hotel, retail, office, medical office, restaurants (with or without drive thru facilities), and 1 gas station/convenience store. Certain commercial and retail uses are prohibited as set forth in subsection d.

d. **Prohibited Uses-** Unless specifically identified by this Ordinance as a permitted use, all other uses are prohibited. Without limiting the foregoing general prohibited uses, the following uses are prohibited: (i) manufacturing, (ii) industrial uses, (iii) warehouses, (iv) automobile, motorcycle, recreational vehicle or boat sales, rental, storage, painting, service or repair or any combination thereof; (v) residential uses; (vi) tattoo or body art establishments, (vii) billboard, (viii) adult entertainment, (ix) adult or pornographic book, magazine, video and novelty stores or sales, (x) recreational vehicle and mobile home parks, and (xi) pawn shop.

e. **Development of Individual Lots-**

1. All lots shall be required to submit for Site Plan Review.

f. **Design Criteria/Architectural Standards-**

1. **Maximum Building Height-**

With respect to the Dillard and 50 PCD Area as identified in Exhibit "B" attached hereto, maximum building height shall not exceed 35 feet. If a hotel is built, the maximum height for the hotel shall be 5 stories, not to exceed 60 feet.

2. **Landscaping-** The Planned Commercial Development shall have a minimum 15 foot wide landscape buffer along West Colonial Drive and South Dillard Street. All landscape easements shall follow the design requirements of the West State Road 50 Overlay Development Standards. All landscaping within the PCD shall have a uniform design and meet the minimum requirements of the City Code.

3. **Signage-** Each parcel shall be allowed one pole sign as shown on the attached Exhibit "B". The Wawa building will be allowed a

building sign on the north façade as this is also an entrance to the building. All other signage proposed for the Property shall conform to the requirements and regulations pertaining to specified commercial corridors within the City of Winter Garden as defined in Chapter 118, Article X, Division 2 and Chapter 102 of the City of Winter Garden Code of Ordinances. The signage shall be reviewed at time of Site Plan Review.

- The proposed restaurants will be allowed one building sign on the south, east, and west elevation of the building. No other building signs will be allowed.

4. **Impervious Surface Area Ratio-** The maximum impervious surface area ratio for the Property (not including the wet pond surface area) shall not exceed 70% and shall be consistent with the overall maximum impervious surface area ratio that the Planned Commercial Development is designated and permitted for by Saint John's River Water Management District.

5. **Dark Skies**- all exterior lighting shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles. Exterior lighting shall be designed as dark skies lighting in a consistent and coordinated manner for the entire project in compliance with the requirements of Chapter 118, Article X, Division 4 of the City Code of Ordinances.

6. **Architectural Design-** All designs shall follow the West State Road 50 Overlay Commercial Development Standards as outlined in Chapter 118, Article IX of the City Code of Ordinances. All elevations in Exhibit "B" are consistent with the architectural design requirements.

g. **Delivery Hours-** No deliveries shall occur between the hours of 7:00 p.m. and 7:00 a.m.

h. **Staff Conditions-** All development on the Property must comply with the following staff conditions:

1. An engineered site plan meeting all requirements of the City Code of Ordinances shall be submitted for review and approval by City staff and City Commission prior to commencement of any construction.

2. All utilities required for the development shall be run to the site at the developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of

site or building permits.

3. All irrigation on the site shall be designed to be supplied by reclaimed water. An exception may be granted for the enclosed courtyards to use potable water and will be considered at final site plan review.

4. Permits from SJRWMD and FDEP (water, wastewater and NPDES) are required prior to issuance of site or building permits.

5. Landscaping, fencing, signage, etc. shall not infringe on sight distance requirements at any intersection.

6. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

7. All work shall conform to City of Winter Garden standards and specifications.

8. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

9. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

10. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others, including by way of any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City shall not be responsible and any corrective measures required will be the responsibility of the Owner/Developer. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other

agencies that may have jurisdiction.

11. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.

SECTION 3: *General Requirements.*

a. **Economic Development Payment.** As an economic development incentive for the development of the Property in accordance with the terms of this Ordinance, the City Commission previously approved and the City has made a $50,000.00 contribution to the owner/developer to cover a portion of an early leasehold termination payment, which facilitated the vacation of an existing business on the Property and allowed the development to proceed. This $50,000.00 economic development incentive payment by the City to the owner/developer is further ratified by the adoption of this Ordinance.

b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed. The Property must remain in unified ownership unless the owner/developer seeks and obtains a final plat approval in accordance with Chapter 110, City Code of Ordinances and Chapter 177, Florida Statutes, and the approved final plat is recorded in the public records of Orange County, Florida.

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

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

e. **Expiration/Extension-** Expiration of this PCD shall be governed in accordance with Section 118-830, City of Winter Garden Code of

Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

SECTION 4: *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 5: *Severability.* If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Commission declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more of such section, subsection, sentence, clause, phrase, or portion thereof would be declared invalid or unconstitutional.

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

FIRST READING AND PUBLIC HEARING: _____ , 2016.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

Exhibit "A"

(CRYSTAL PARCEL)

PARCEL A:
LOTS 11 THROUGH 15, INCLUSIVE, JOINER-REINERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD 50.

PARCEL B:
THE SOUTH 52 FEET OF THE NORTH 352 FEET OF THE WEST 360.32 FEET OF THE EAST 560 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL C:
THE WEST 360.32 FEET OF THE SOUTH 65 FEET OF THE NORTH 300 FEET OF THE EAST 560 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL D:
THE EAST 138.88 FEET OF LOTS 4 AND 5, JOINER-REINERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

(ROPER PARCEL)

THE SOUTH 52 FEET OF THE NORTH 352 FEET OF EAST 199.68 FEET OF SOUTH 1/2 OF SE 1/4 OF SW 1/4 (LESS EAST 40 FEET FOR ROAD) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

AND

LOTS 16 & 17, JOINER-REINERS SUBDIVISION (LESS THE SOUTH 195 FEET & LESS EAST 40 FEET MORE OR LESS OF LOT 17 FOR STREET) & (LESS ADDITION R/W TAKEN ON EAST PER 8815/4132), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 116, OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE SOUTH 65 FEET OF THE NORTH 300 FEET OF THE EAST 560 FEET OF SOUTH 1/2 OF THE SE 1/4 OF SW 1/4 (LESS WEST 360.32 FEET) OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

(50 AT DILLARD PARCEL)

THE EAST 1/2 OF LOT 10, JOINER-REINERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 45 FEET THEREOF, PREVIOUSLY CONVEYED TO THE STATE OF FLORIDA BY VIRTUE OF THAT CERTAIN QUIT CLAIM DEED RECORDED IN DEED BOOK 832, PAGE 167, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE EAST 24.96 FEET OF LOT NINE (9) AND THE WEST ONE-HALF (1/2) OF LOT TEN (10) OF JOINER-REINERS SUBDIVISION, ORANGE COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 45 FEET THEREOF, PREVIOUSLY CONVEYED TO THE STATE OF FLORIDA BY VIRTUE OF THOSE CERTAIN DEEDS RECORDED IN DEED BOOK 821, PAGE 56 AND DEED BOOK 821, PAGE 382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE NORTH 150 FEET OF THE SOUTH 195 FEET OF LOTS 16 AND 17, LESS A STRIP OFF THE EAST SIDE THEREOF FOR RIGHT OF WAY OF DILLARD STREET, SAID STRIP BEING 39.5 FEET ON THE SOUTH AND 38.8 FEET OF THE NORTH, JOINER-REINER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION TAKEN BY STIPULATED ORDER OF TAKING RECORDED DECEMBER 7, 2006 IN OFFICIAL RECORDS BOOK 9004, PAGE 2598, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH 2-INCH BRASS DISK IN WELL BOX STAMPED "ORANGE COUNTY ENGINEERING DEPT. CONTROL" AS SHOWN ON FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORD DOCUMENT NO. 0047623 MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°01'13" WEST ALONG THE NORTH-SOUTH CENTER-OF-SECTION LINE OF SAID SECTION 23 A DISTANCE OF 5333.31 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 SAID OF SECTION 23, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 50 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75050, FINANCIAL PROJECT NO. 410983 1; THENCE DEPARTING SAID NORTH-SOUTH CENTER-OF-SECTION LINE, RUN SOUTH 89°58'08" WEST ALONG SAID CENTERLINE OF SURVEY AND ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 23 A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST RIGHT OF WAY LINE OF DILLARD STREET; THENCE DEPARTING SAID CENTERLINE OF SURVEY AND SAID SOUTH LINE, RUN NORTH 00°03'55" EAST ALONG SAID SOUTHERLY PROJECTION A DISTANCE OF 75.00 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DILLARD STREET WITH THE EXISTING NORTH RIGHT OF WAY LINE OF AFORESAID STATE ROAD 50 AS SHOWN ON THE AFORESAID RIGHT OF WAY MAP FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89°58'08" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD 50 A DISTANCE OF 35.50 FEET; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE OF STATE ROAD 50, RUN NORTH 45°02'17" EAST A DISTANCE OF 31.13 FEET; THENCE RUN THENCE NORTH 00°03'55" EAST PARALLEL WITH THE AFORESAID WEST RIGHT OF WAY LINE OF DILLARD STREET A DISTANCE OF 128.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 195.00 FEET OF LOTS 16 AND 17, JOINER-REINERS SUBDIVISION AS RECORDED IN PLAT BOOK Q, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°58'08", EAST ALONG SAID NORTH LINE A DISTANCE OF 13.50 FEET TO A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE OF DILLARD STREET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°03'55" WEST ALONG SAID WEST RIGHT OF WAY LINE OF DILLARD STREET A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

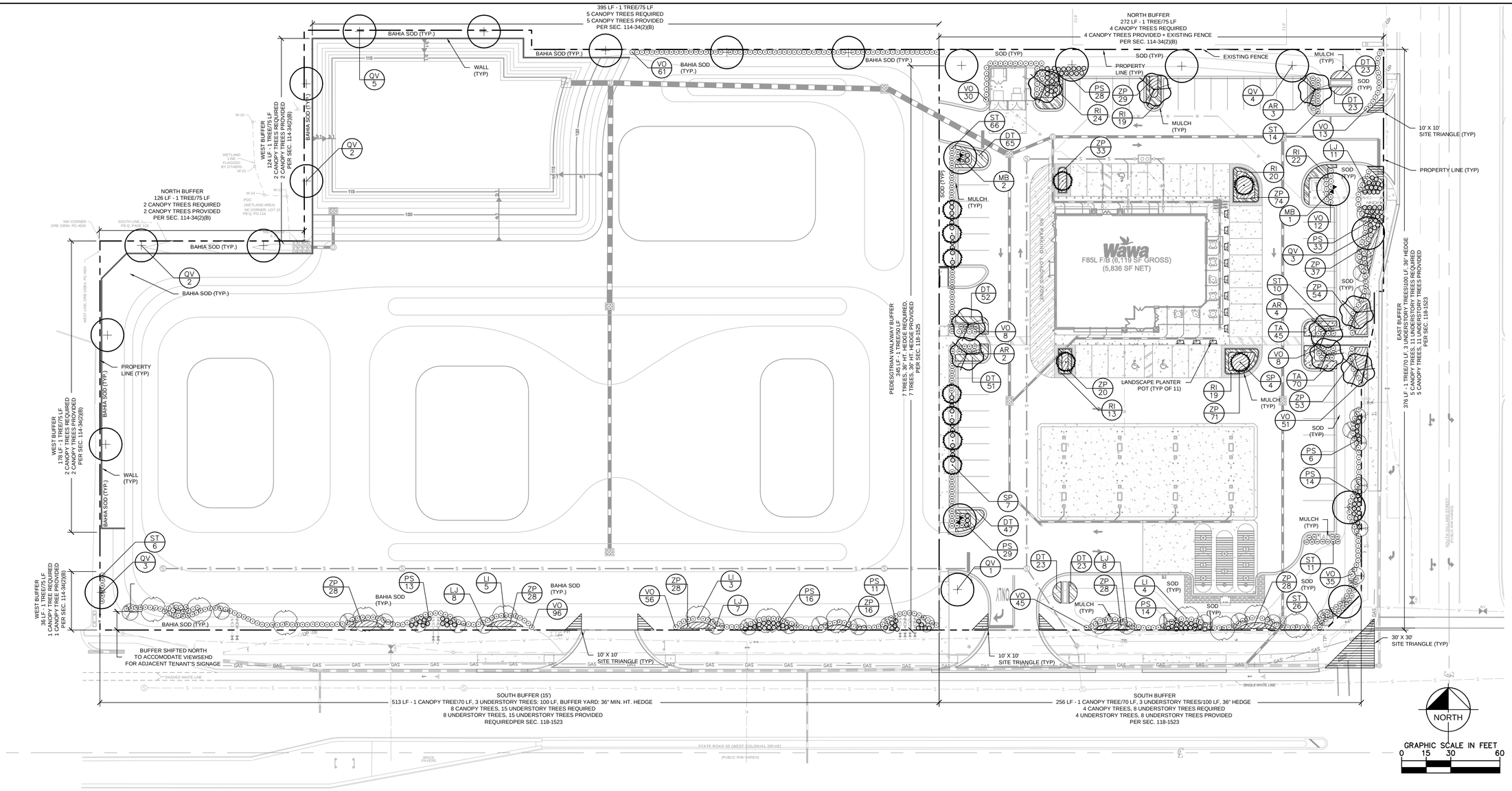
Exhibit "B"

COVER PAGE

DILLARD & 50 PCD

DECEMBER 2015

(8 PAGES - ATTACHED)



NOTES

1. ALL PROPOSED PLANT MATERIAL TO BE FLORIDA FRIENDLY AS LISTED BY FLORIDA YARDS AND NEIGHBORHOODS.
2. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO FIELD ADJUST ALL PLANT MATERIAL.
3. ALL QUANTITIES PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS SHALL CONFIRM ALL QUANTITIES PER PLAN PRIOR TO BIDDING AND CONSTRUCTION.

MINIMUM SIZE PER SEC. 118-1523

	SR 50 FRONTAGE BUFFER REQUIREMENTS		
	CALIPER	HEIGHT	CONTAINER SIZE
CANOPY TREES	3.5"	13'–0"	65 GAL
UNDERSTORY TREES	3.5"	11'–0"	30 GAL
SHRUBS	–	3'–0"	3 GAL
GROUND COVER	–	–	1 GAL

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS PER SECTION 114.34	REQUIRED	PROVIDED
TOTAL PAVED AREA = 50,646 SF		
TOTAL PARKING AREA = 71 SPACES X 380 = 23,666 SF		
MIN. INTERIOR LANDSCAPE REQUIRED = 23,666 X .05 (5% OF PARKING AREA)	1,184 SF	3,098 SF
1 TREE REQUIRED PER 100 SF OF INTERNAL LANDSCAPE = 1,184/100	12 TREES	11 TREES, 4 PALMS
BUFFER REQUIREMENTS PER SECTION 114.34		
NORTH BUFFER		
VUA ADJACENT TO OTHER PROPERTY		
272 LF: 1 TREE/ 75 LF (272/75)	4 TREES	4 TREES + EXISTING FENCE
395 LF: 1 TREE/ 75 LF (395/75)	5 TREES	5 TREES + WALL
126 LF: 1 TREE/ 75 LF (126/75)	2 TREES	2 TREES
WHERE RETAINING WALL/FENCE PRESENT NO HEDGE PROVIDED; 36" HEDGE PROVIDED IN ABSENCE OF RETAINING WALL/FENCE		
WEST BUFFER		
VUA ADJACENT TO OTHER PROPERTY		
36 LF: 1 TREE/ 75 LF (36/75)	1 TREE	1 TREE
178 LF: 1 TREE/ 75 LF (178/75)	2 TREES	2 TREES + WALL
124 LF: 1 TREE/ 75 LF (124/75)	2 TREES	2 TREES + WALL
WHERE RETAINING WALL/FENCE PRESENT NO HEDGE PROVIDED; 36" HEDGE PROVIDED IN ABSENCE OF RETAINING WALL/FENCE		
PEDESTRIAN WALKWAY BUFFER		
345 LF: 1 TREE/50 LF (345/50)	7 TREES 36" HT. SHRUB ROW	7 PALMS 36" HT. SHRUB ROW
BUFFER REQUIREMENT PER SECTION 118-1523		
SOUTH BUFFER (SR 50 FRONTAGE BUFFER)		
256 LF: 1 CANOPY TREE/ 70 LF (256/70)	4 CANOPY TREES	4 UNDERSTORY TREES UTILIZED DUE TO OH UTILITY CONFLICTS
*3 UNDERSTORY TREES/ 100 LF (256/100)*3)*	8 UNDERSTORY TREES 36" HT. SHRUB ROW	8 UNDERSTORY TREES 36" HT. SHRUB ROW
513 LF: 1 CANOPY TREE/ 70 LF (513/70)	8 CANOPY TREES	8 UNDERSTORY TREES UTILIZED DUE TO OH UTILITY CONFLICTS
*3 UNDERSTORY TREES/ 100 LF (513/100)*3)*	15 UNDERSTORY TREES 36" HT. SHRUB ROW	15 UNDERSTORY TREES 36" HT. SHRUB ROW
EAST BUFFER (SOUTH DILLARD ST FRONTAGE BUFFER)		
376 LF: 1 CANOPY TREE/ 70 LF (376/70)	5 CANOPY TREES	5 CANOPY TREES
*3 UNDERSTORY TREES/ 100 LF (376/100)*3)*	11 UNDERSTORY TREES 36" HT. SHRUB ROW	11 UNDERSTORY TREES 36" HT. SHRUB ROW

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME
	AR	9	ACER RUBRUM	RED MAPLE
	LI	12	LAGERSTROEMIA INDICA `TUSCARORA`	TUSCARORA CRAPE MYRTLE
	LJ	34	LIGUSTRUM JAPONICUM	JAPANESE PRIVET
	MB	3	MAGNOLIA GRANDIFLORA `BRACKENS BROWN BEAUTY`	BRACKEN`S SOUTHERN MAGNOLI
	QV	20	QUERCUS VIRGINIANA `CATHEDRAL`	CATHEDRAL LIVE OAK

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME
	SP	11	SABAL PALMETTO	SABAL PALM

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME
	PS	164	PENNISETUM SETACEUM `ALBA`	WHITE FOUNTAIN GRASS
	ST	133	SCHEFFLERA ARBORICOLA `TRINETTE`	VARIEGATED SCHEFFLERA
	VO	415	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMM
	RI	117	RHAPHIOLLEPSIS INDICA `ALBA`	WHITE
	ZP	527	ZAMIA PUMILA	COON`

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMM
	DT	307	DIANELLA TASMANICA	FLAX L
	TA	115	TRACHELOSPERMUM ASIATICUM `MINIMA`	ASIATI

MISC.	QTY	BOTANICAL/COMMON NAME
MULCH	TBD	FLORIMULCH
SOD	TBD	ZOYSIA JAPONICA 'EMPIRE'/EMPIRE ZOYSIA GRASS
BAHIA SOD	TBD	PASPALUM NOTATUM 'ARGENTINE'/ARGENTINEBAHIA GRASS

SEE SHEET L2.1 FOR FULL PLANT SPECIFICATIONS

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No.	REVISIONS	DATE	BY

Kimley»Horn
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3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

REGISTERED LANDSCAPE ARCHITECT SCOTT MINGONET LA0001428 STATE OF FLORIDA
DATE: 12/1/2015

KHA PROJECT 149626000
DATE 8/24/15
SCALE AS SHOWN
DESIGNED BY BAL
DRAWN BY BAL
CHECKED BY JAM

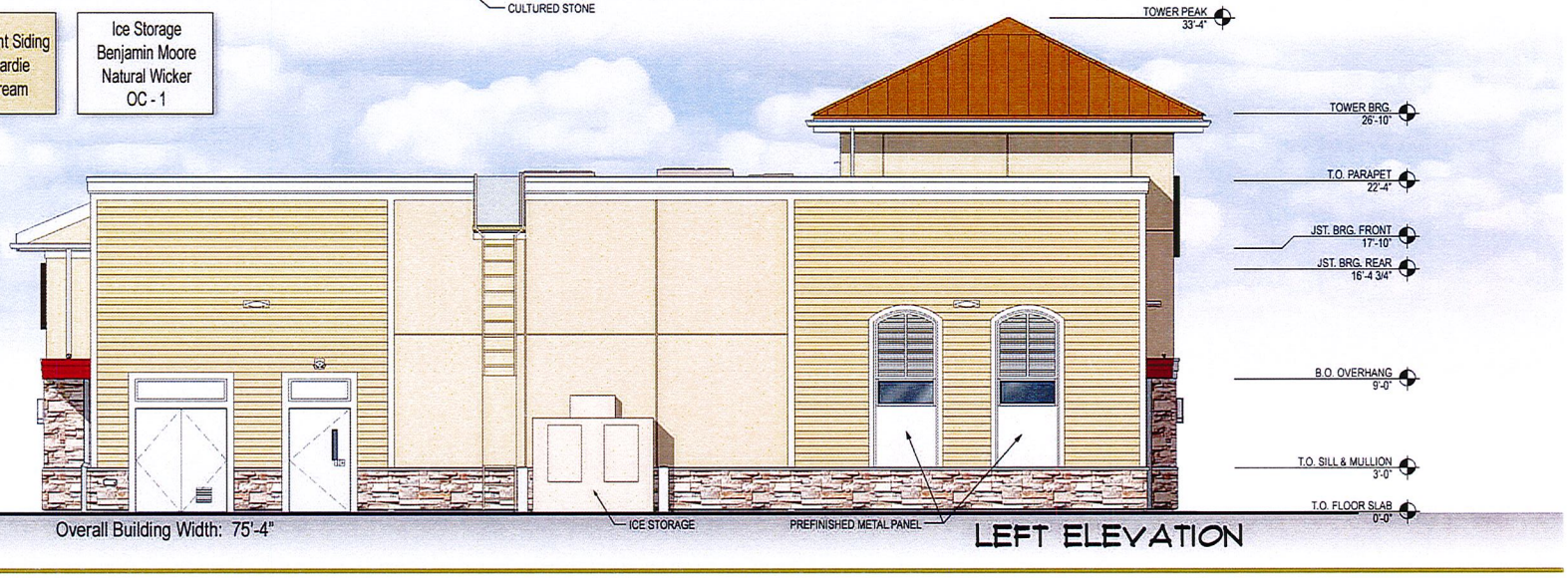
LANDSCAPE PLAN

Wawa
SR 50 & DILLARD STREET
CITY OF WINTER GARDEN FLORIDA

SHEET NUMBER
L1.0

Plotted By:Franko, Matt Sheet Set:149626000_Wawa Winter Garden Layout:L1.0 Landscape Plan December 01, 2015 11:09:17am K:\ORL_Civil\149626000-Wawa SR50 & Dillard\CADD\CONST\PlanSheets\149626000_LAPLANSHEET.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Metal Door Benjamin Moore White Diamond BM 2121-60	Metal Canopy Atas #17 Brite Red	Fiber Cement Siding James Hardie Harris Cream	Ice Storage Benjamin Moore Natural Wicker OC - 1
Trim James Hardie Arctic White JH10-20	Stucco Senergy Meringue #3085		
Metal Roof Atas #23 23 Coppertone	Exterior Stone Cultured Stone Southwest Blend		



Cuhaci & Peterson
Architects Engineers Planners
ORLANDO • PHILADELPHIA

WAWA F85FB

Street & Street - Orlando, FL • C&P Project #2140035 • 08-12-15

Overall Building Length: 93'-1"

REAR ELEVATION

Metal Door Benjamin Moore White Diamond BM 2121-60	Metal Canopy Atas #17 Brite Red	Fiber Cement Siding James Hardie Harris Cream
Trim James Hardie Arctic White JH10-20	Stucco Senergy Meringue #3085	
Metal Roof Atas #23 23 Coppertone	Exterior Stone Cultured Stone Southwest Blend	
Ice Storage Benjamin Moore Natural Wicker OC - 1		

Overall Building Width: 75'-4"

RIGHT ELEVATION

Cuhaci & Peterson
Architects Engineers Planners
ORLANDO • PHILADELPHIA

WAWA F85FB

Street & Street - Orlando, FL • C&P Project #2140035 • 08-12-15

Colonial Drive W & Dillard Street

SR50 & DILLARD

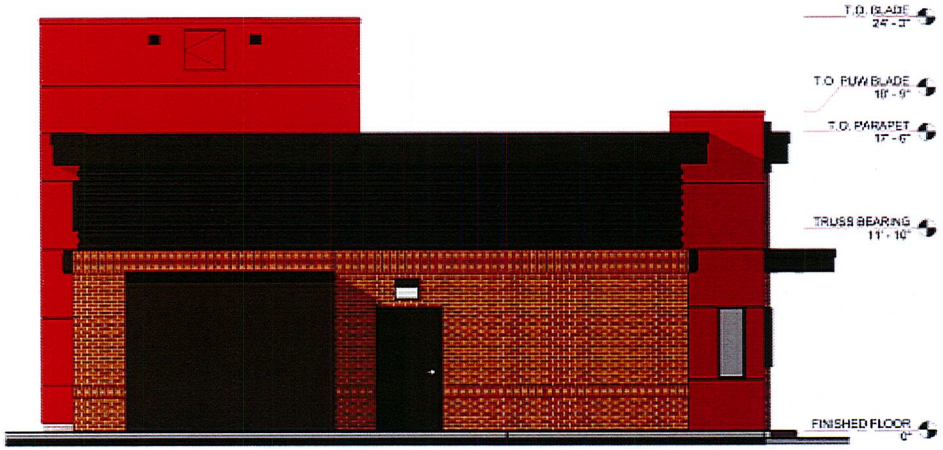
REZONING - 10/30/15

o: & c:50 at Dillard, LLC

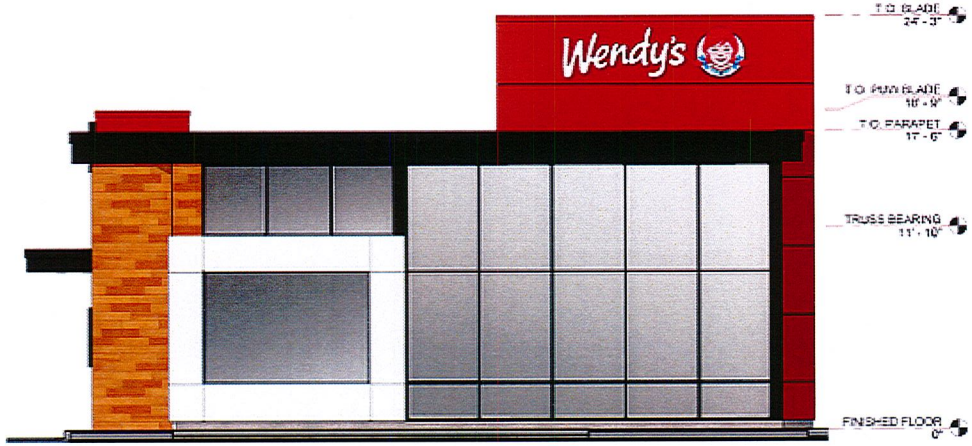
23-22-27-4036-00-161, -162, -101, -092, & -130
AND 23-22-27-0000-00-009 & -011

Planning & Zoning
OCT 30 2015
Project #

Wendy's
Wendy's
Wendy's
QUALITY IS OUR RECIPE

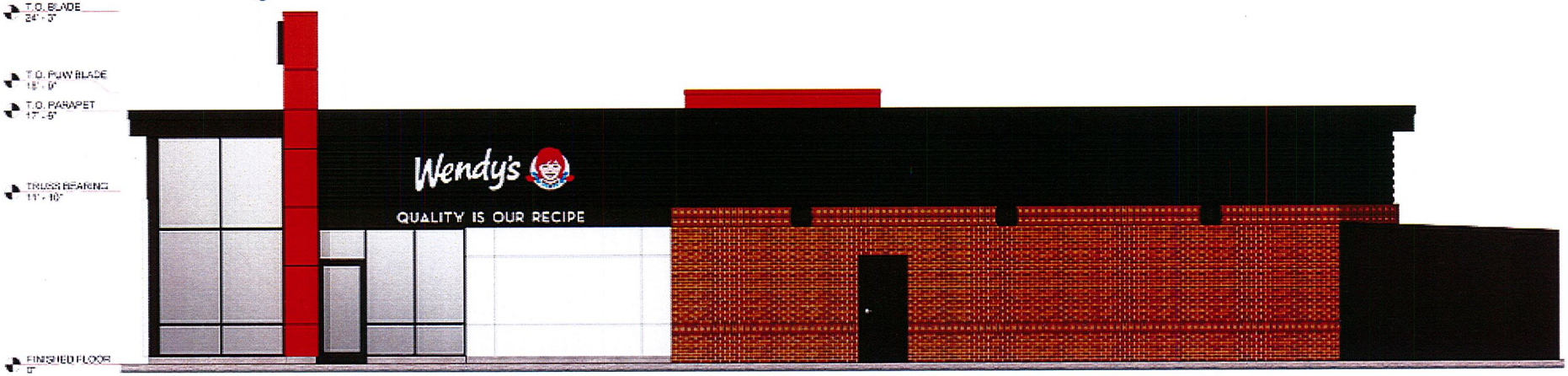


COLOR Elevation - Rear (2)



COLOR Elevation - Front (1)

COLOR Elevation - Drive-Thru (4)



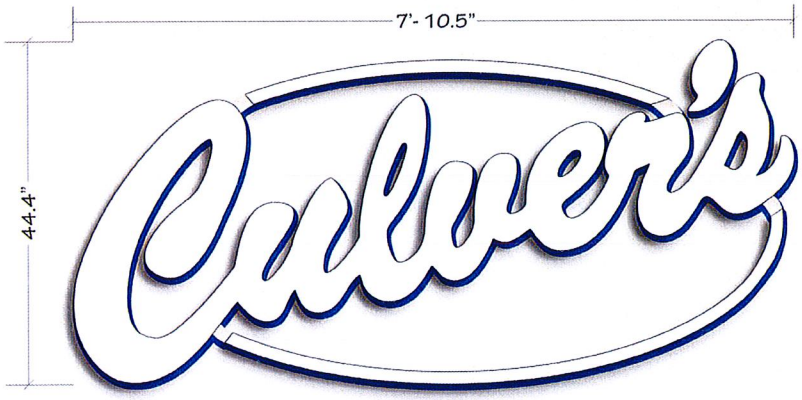
COLOR Elevation - Entry (3)

Culver's

Welcome to delicious.

WALL SIGNS

Illuminated White Script Channel Letters



SCALE: 1/2" = 1'

SL-30

SL-30

Illuminated White Script Channel Letters

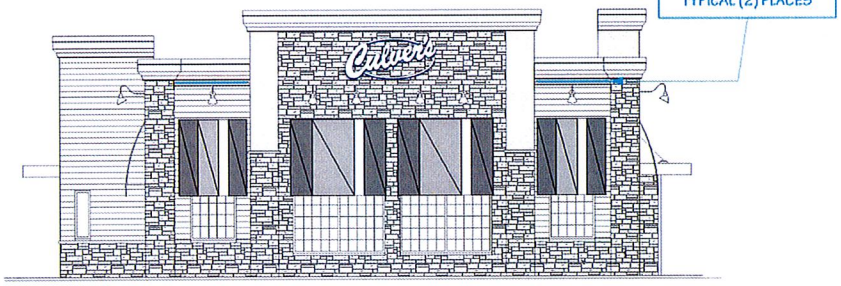
DATE CREATED: 7.22.13

REVISION HISTORY:
1.13.15
1.14.15 LED LIGHTING

NOTES:

- Channel letter fabrication
- One piece back (saddle capped sections)
- LED internal illumination
- White faces, white light, blue returns.

METRO XL - FRONT ELEVATION



METRO XL - ENTRANCE ELEVATION

SCALE: 1/16" = 1'

SL-30
TYPICAL PLACEMENT(S)

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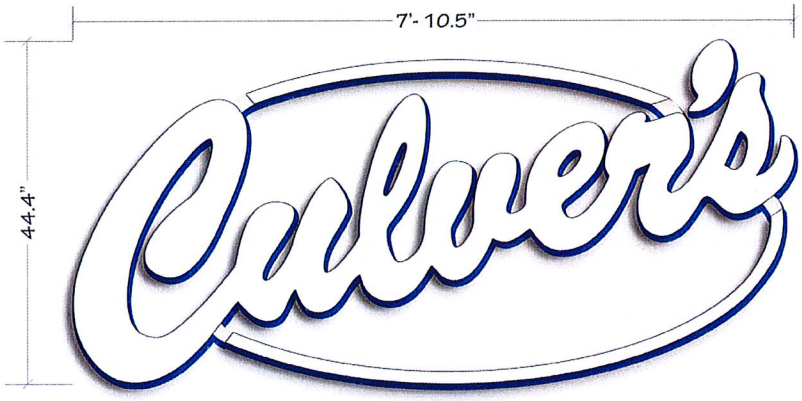
Culver's
Welcome to delicious.

WALL SIGNS

Illuminated White Script Channel Letters



SCALE: 1/2" = 1'

SL-30

SL-30

Illuminated White Script Channel Letters

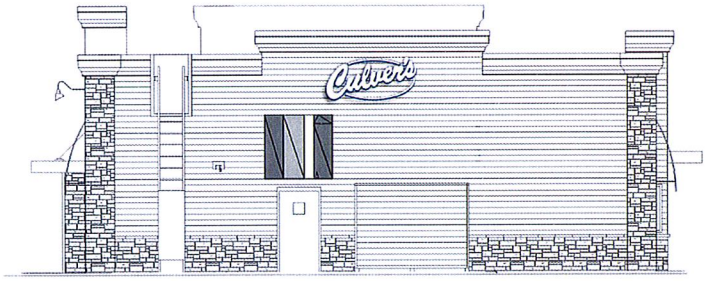
DATE CREATED: 7.22.13

REVISION HISTORY:
1.13.15

NOTES:

- Channel letter fabrication
- One piece back (saddle capped sections)
- LED internal illumination
- White faces, white light, blue returns.

METRO XL - REAR ELEVATION



METRO XL - DRIVE-THRU ELEVATION

SCALE: 1/16" = 1'

SL-30
TYPICAL PLACEMENT(S)

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THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: 882 Magnolia Street
WALKER BROS. MILLWORKS
Ordinance 16-05
Ordinance 16-06
Ordinance 16-07
PARCEL ID # 25-22-27-9384-09-010

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning for the property located at 882 Magnolia Street.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property is an approximately 0.45 ± acre Unincorporated Orange County parcel located on the southeast corner of Magnolia Street and Beulah Road. The applicant has requested Annexation into the City, Initial Zoning of C-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 16-05, Ordinance 16-06, and Ordinance 16-07 with the second reading and adoption scheduled for January 14, 2016.

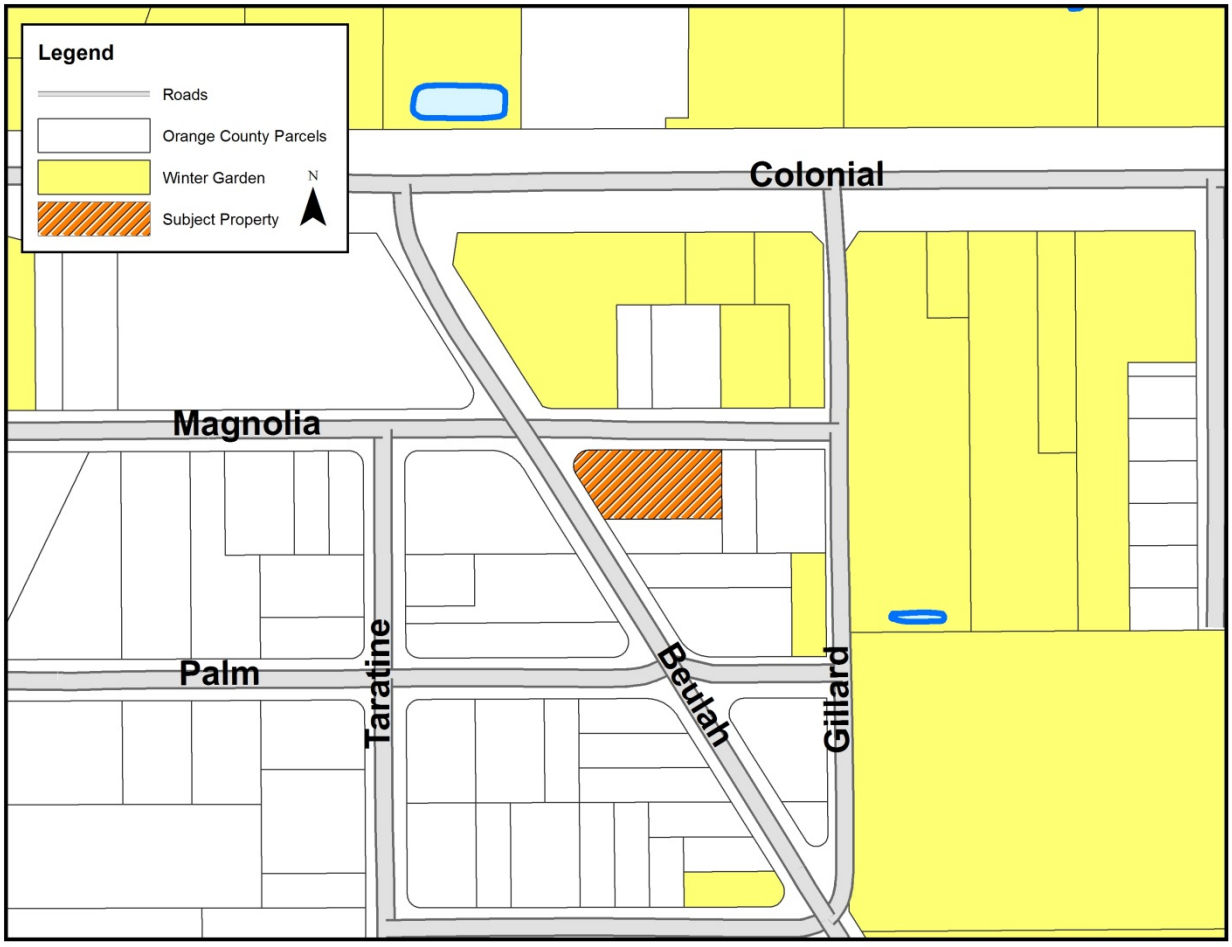
Attachment(s)/References:

Location Map
Ordinance 16-05
Ordinance 16-06
Ordinance 16-17
Staff Report

LOCATION MAP

882 Magnolia Street

<u>Annexation, Future Land Use, Zoning</u>



ORDINANCE 16-05

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH 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 0.45 ± acres located at 882 Magnolia Street on the southeast corner of Magnolia Street and Beulah 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-010

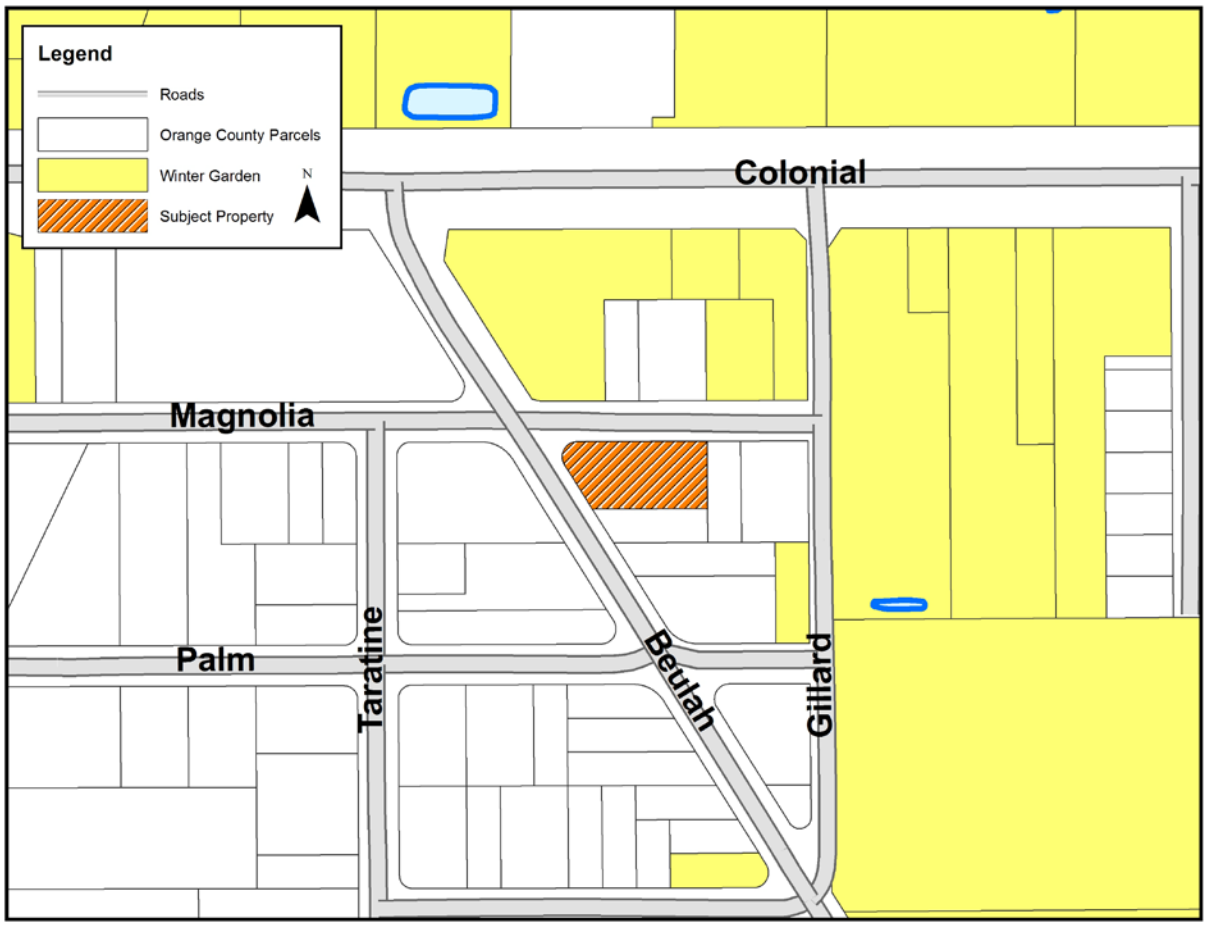
Lots 1 and 2, Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Northeast corner of Lot 1 of said Block I, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59'00" West 192.35 feet to the beginning of a tangent curve, concave to the Southeast having a radius of 22.30; thence run along the arc of said curve through a central angle of 121°40'00", an arc length of 47.35 feet to a point of tangency and the Easterly right of way line of Beulah Drive; thence South 31°41'00" East along said Easterly right of way line, 77.54 feet to the Southwest corner of Lot 2 of said Block I; thence North 89°59'00" East 170.60 feet to the Southeast corner of said Lot 2; thence North 00°00'00" East 100.00 feet to the POINT OF BEGINNING.

Containing 0.454 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

882 Magnolia Street



ORDINANCE 16-06

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH ROAD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.45 ± acres located at 882 Magnolia Street on the southeast corner of Magnolia Street and Beulah 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 Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-05, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

<u>SECTION III</u>. *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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-010

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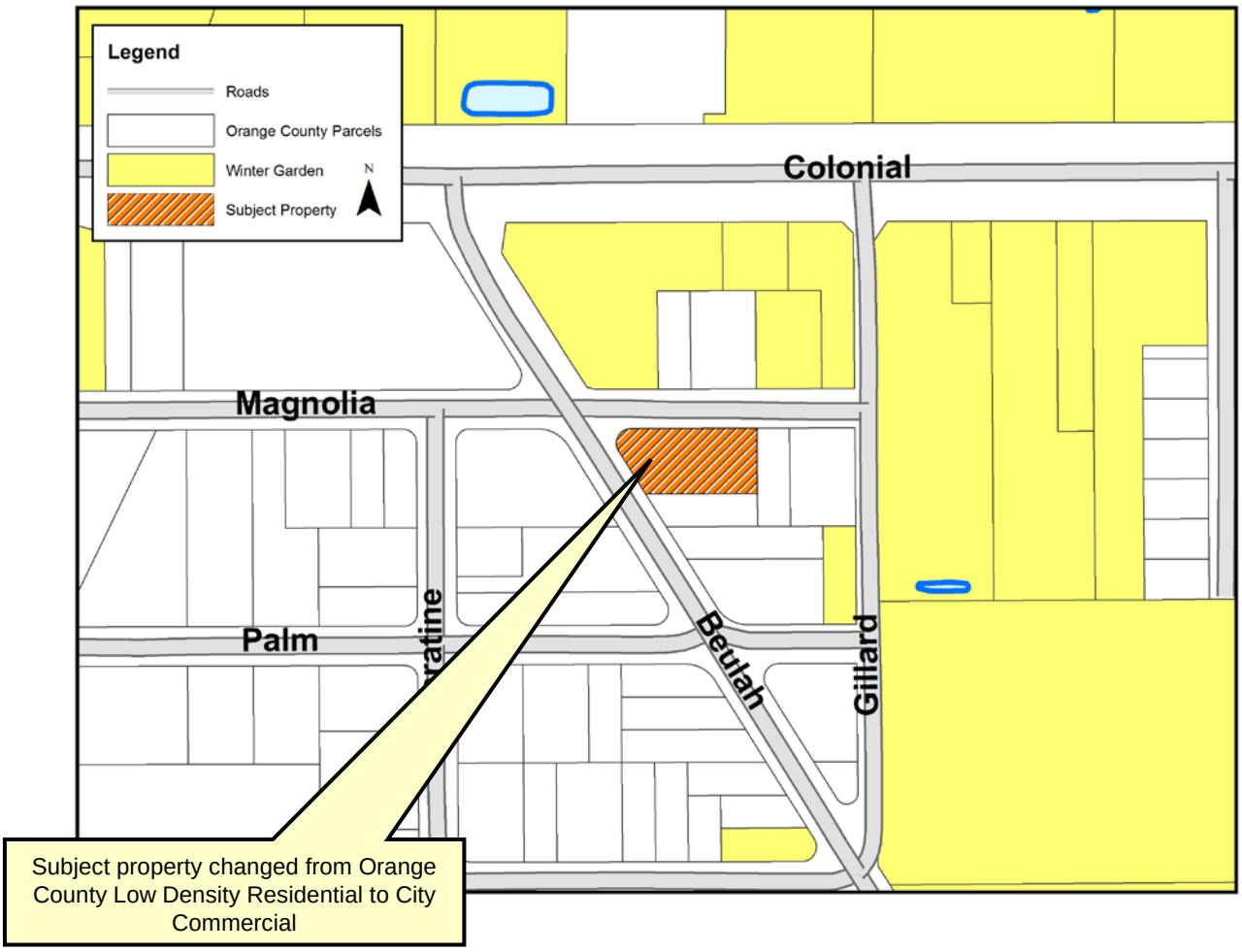
Containing 0.454 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

882 Magnolia Street



ORDINANCE 16-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.45 ± ACRES LOCATED AT 882 MAGNOLIA STREET ON THE SOUTHEAST CORNER OF MAGNOLIA STREET AND BEULAH ROAD FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 0.45 ± acres located at 882 Magnolia Street on the southeast corner of Magnolia Street and Beulah Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-2 Residential District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 16-06 which is an amendment to the

Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 2015.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-010

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Containing 0.454 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

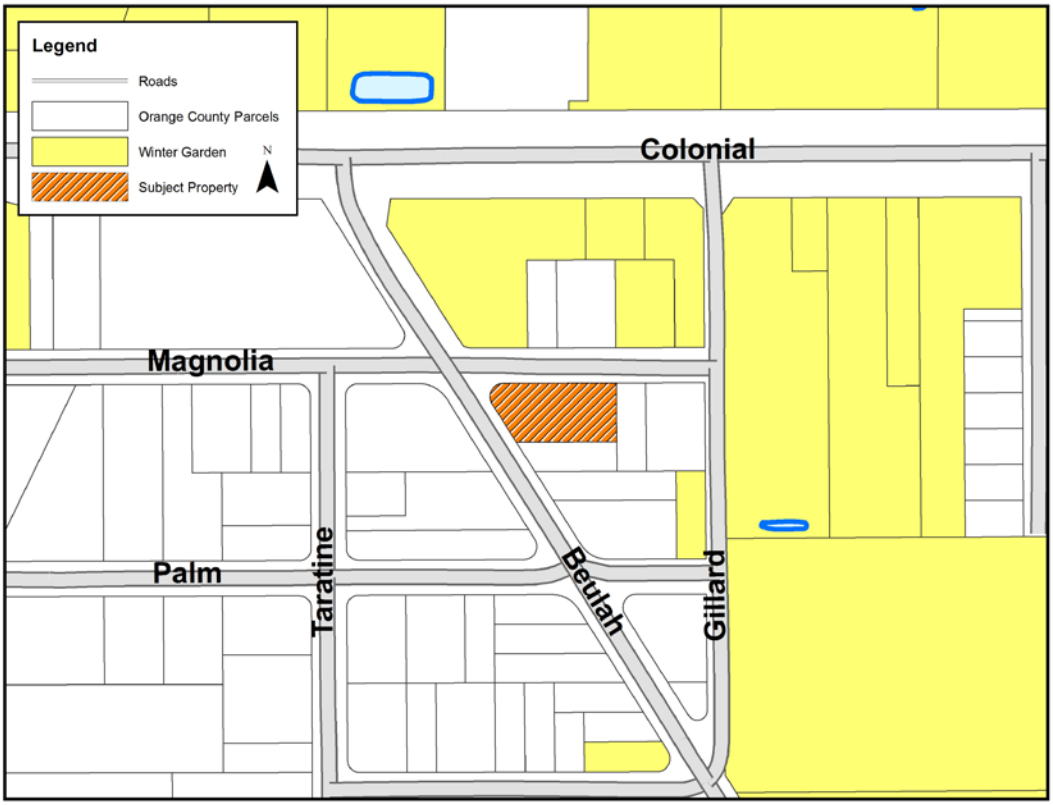
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 2, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
882 MAGNOLIA STREET (0.45 +/- ACRES)
PARCEL IDS #: 25-22-27-9384-09-010
APPLICANT: WALKER BROS. MILLWORKS, INC.

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 882 Magnolia Street, on the southeast corner of Magnolia Street and Beulah Road and is approximately 0.45 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, and INT.

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

EXISTING USE

The subject property is currently developed with a one-story duplex structure with a metal carport.

ADJACENT LAND USE AND ZONING

There are three properties located to the north of the subject property. One is developed with a gas station and car wash, is zoned C-2, and is located in the City of Winter Garden. The other two properties located to the north are vacant. These properties are currently zoned C-3 and are located within Unincorporated Orange County, however they are currently going through the process of being annexed into the City and rezoning to the City's C-2 zoning designation. The property to the south of the subject property is also currently being considered for annexation and rezoning to City C-2. Currently, the property is developed with a single family residence and is zoned Orange County R-1. The property located to the west of the subject property contains a single family residence, is zoned R-1, and is located in Orange County. The property located to the east of the subject property is also developed with a single family residence, is zoned R-1, and is located in Orange County.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the lot with City services.

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

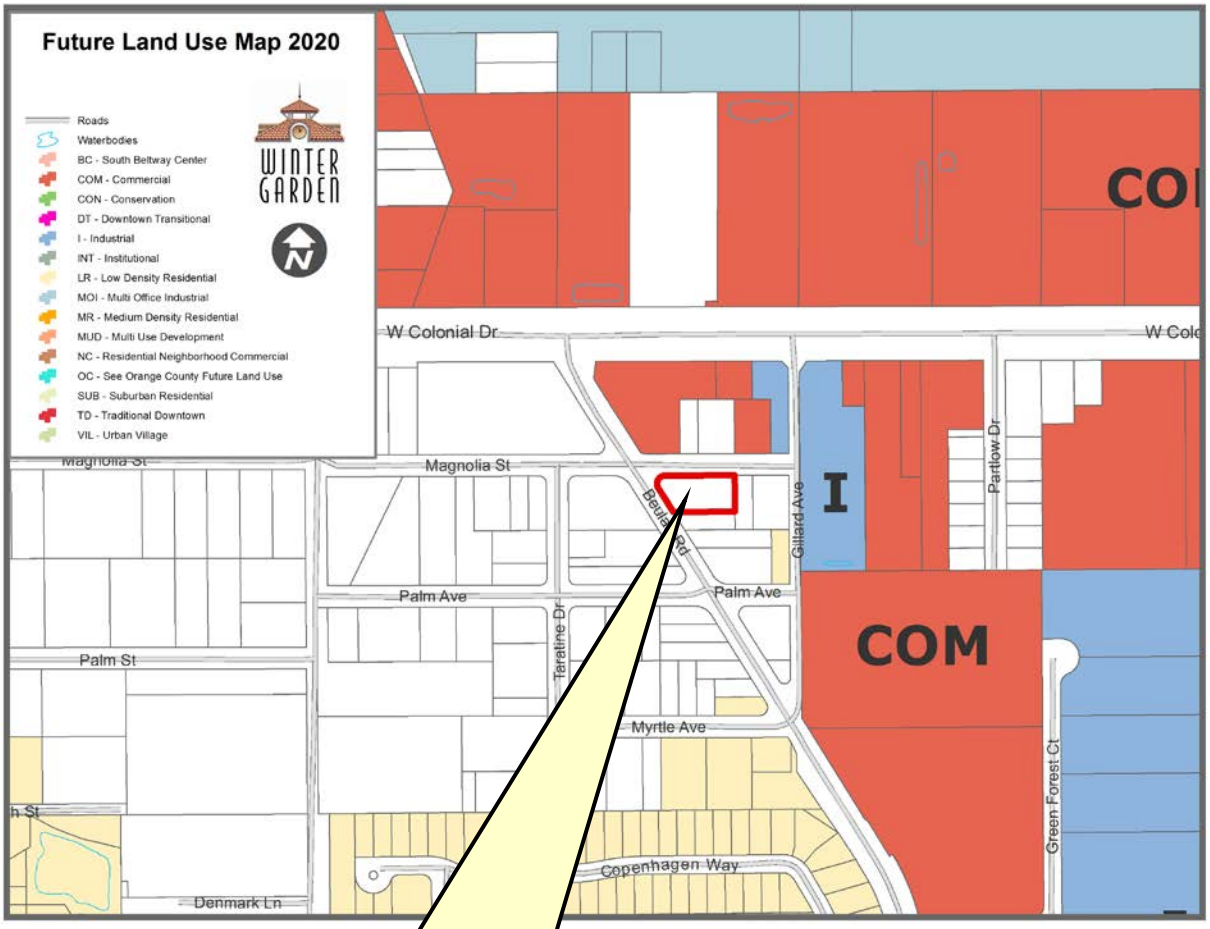
Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

AERIAL PHOTO

882 Magnolia Street

FUTURE LAND USE MAP

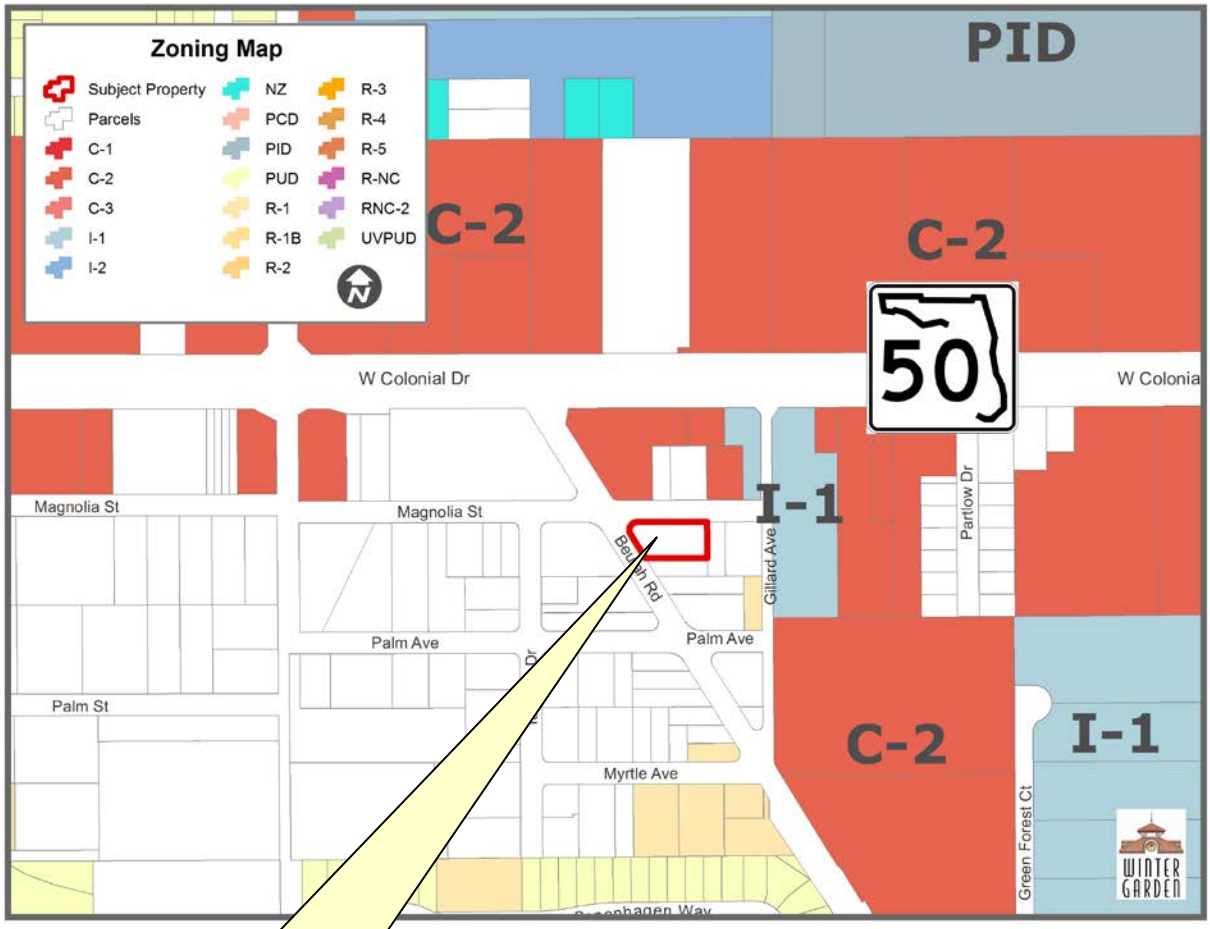
882 Magnolia Street



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

ZONING MAP

882 Magnolia Street



Subject property changed from Orange County R-2 to City C-2

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: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: 883 Magnolia Street
WALKER BROS. MILLWORKS
Ordinance 16-08
Ordinance 16-09
Ordinance 16-10
PARCEL ID # 25-22-27-9384-08-070

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning for the property located at 883 Magnolia Street.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property is an approximately 0.34 ± acre Unincorporated Orange County parcel located on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road. The applicant has requested Annexation into the City, Initial Zoning of C-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 16-08, Ordinance 16-09, and Ordinance 16-10 with the second reading and adoption scheduled for January 14, 2016.

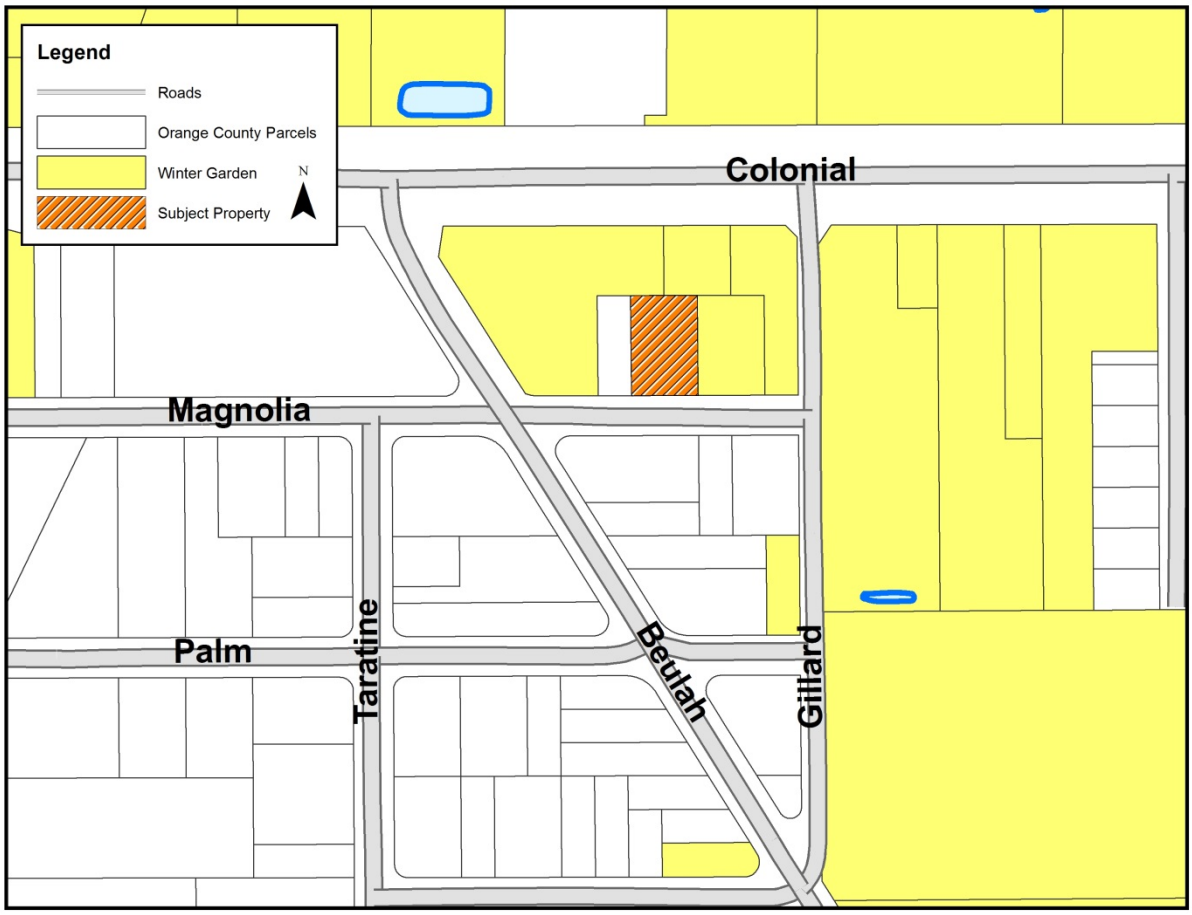
Attachment(s)/References:

Location Map
Ordinance 16-08
Ordinance 16-09
Ordinance 16-10
Staff Report

LOCATION MAP

883 Magnolia Street

<u>Annexation, Future Land Use, Zoning</u>



ORDINANCE 16-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH 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 0.34 ± acres located at 883 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-070

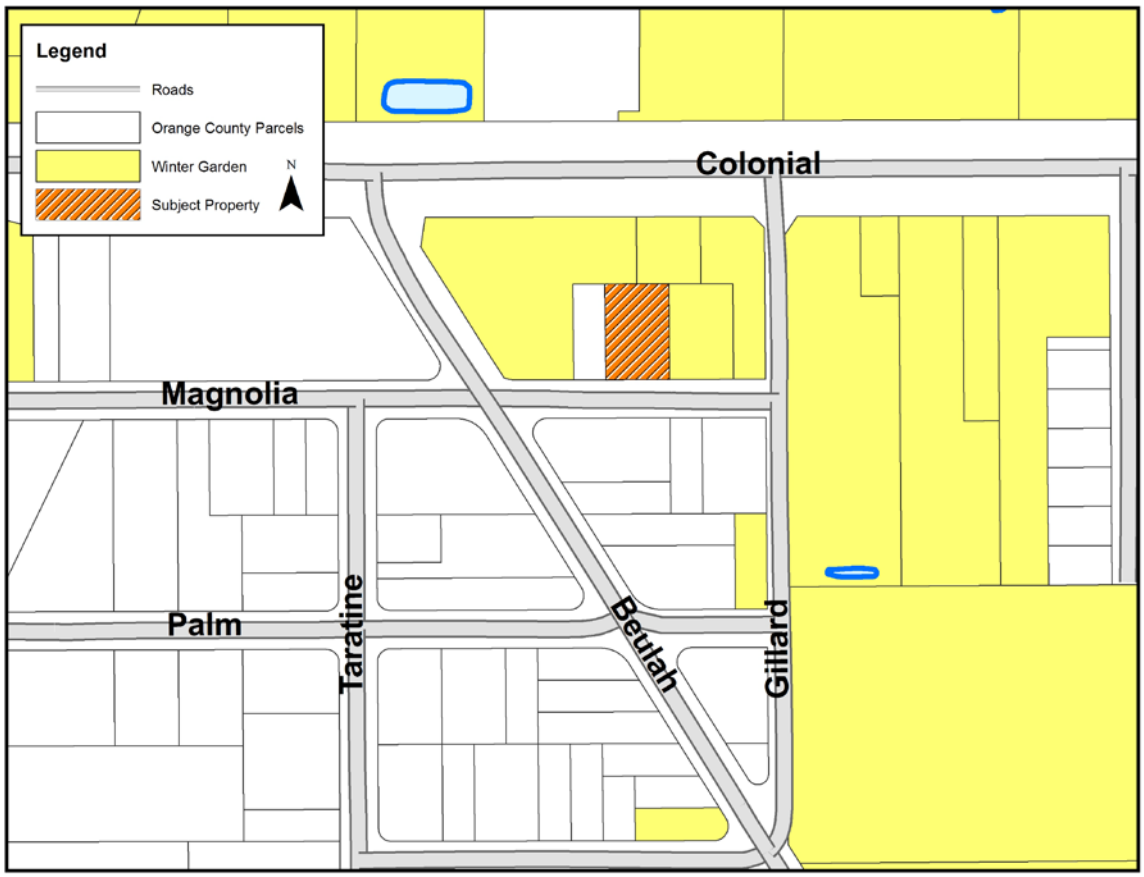
Lots 7 and 8, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Southeast corner of Lot 8 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 100.00 feet to the Southwest corner of Lot 7 of said Block H; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 7; thence North 89°59’00” East 100.00 feet to the Northeast corner of said Lot 8; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.344 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

883 Magnolia Street



ORDINANCE 16-09

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.34 ± acres located at 883 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah 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 Commercial to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-08, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

<u>SECTION III</u>. *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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-070

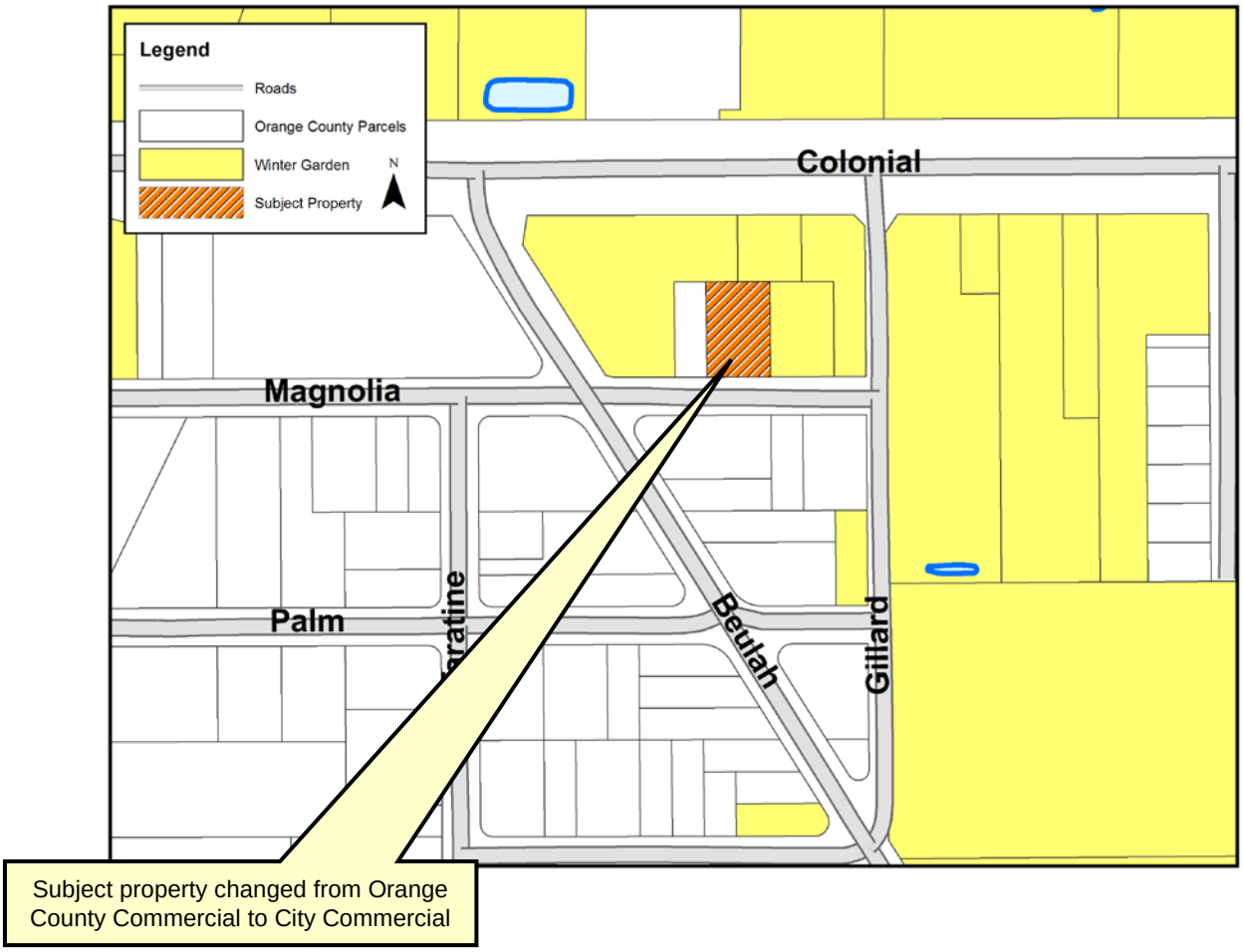
Lots 7 and 8, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Southeast corner of Lot 8 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 100.00 feet to the Southwest corner of Lot 7 of said Block H; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 7; thence North 89°59’00” East 100.00 feet to the Northeast corner of said Lot 8; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.344 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

883 Magnolia Street



ORDINANCE 16-10

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.34 ± ACRES LOCATED AT 883 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 0.34 ± acres located at 883 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-3 Wholesale Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-3 Wholesale Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 16-09 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 2015.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-070

Lots 7 and 8, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Southeast corner of Lot 8 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 100.00 feet to the Southwest corner of Lot 7 of said Block H; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 7; thence North 89°59’00” East 100.00 feet to the Northeast corner of said Lot 8; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.344 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

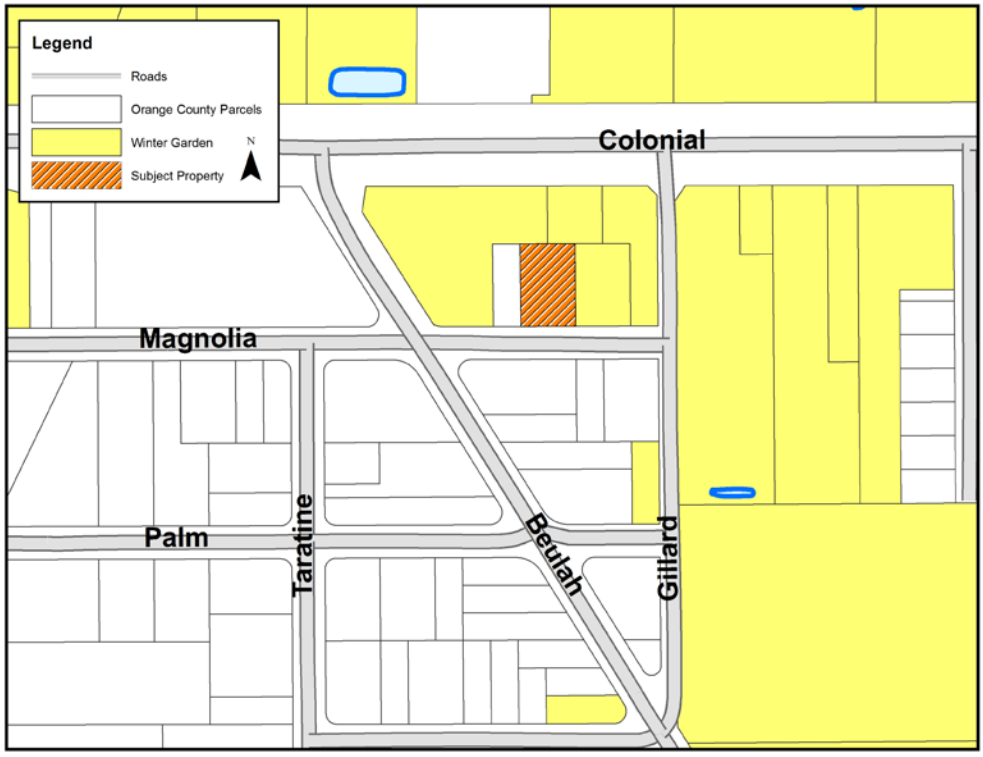
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 2, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
883 MAGNOLIA STREET (0.34 +/- ACRES)
PARCEL IDS #: 25-22-27-9384-08-070
APPLICANT: WALKER BROS. MILLWORKS, INC.

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 883 Magnolia Street, on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road and is approximately 0.34 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, 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. It previously contained a residential building as well as several accessory structures, all of which have since been demolished and removed from the site.

ADJACENT LAND USE AND ZONING

There are two properties located to the north of the subject property- one is developed with a gas station and car wash, and the other contains a car sales lot. Both of these properties are zoned C-2 and are located in the City of Winter Garden. The property located to the west is currently vacant. This property is currently zoned C-3 and is located within Unincorporated Orange County, however it is currently going through the process of being annexed into the City and rezoning to the City's C-2 zoning designation. The property to the south of the subject property is also currently being considered for annexation and rezoning to City C-2. Currently, the property is developed with a duplex building and is zoned Orange County R-2. The commercial property located to the east of the subject property is currently vacant, zoned C-2, and is within the City of Winter Garden's jurisdictional limits.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the lot with City services.

PUBLIC FACILITY ANALYSIS

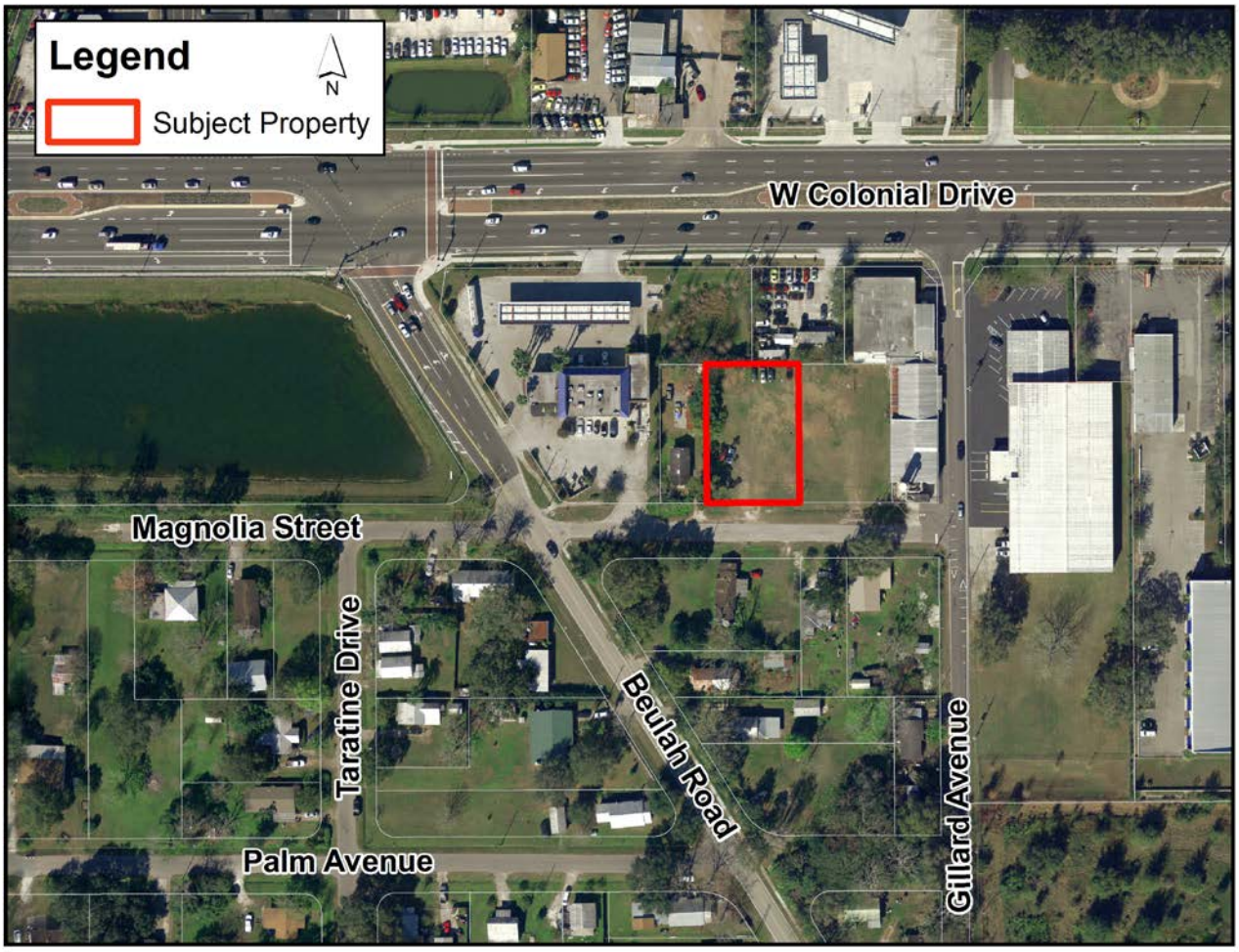
The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

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.

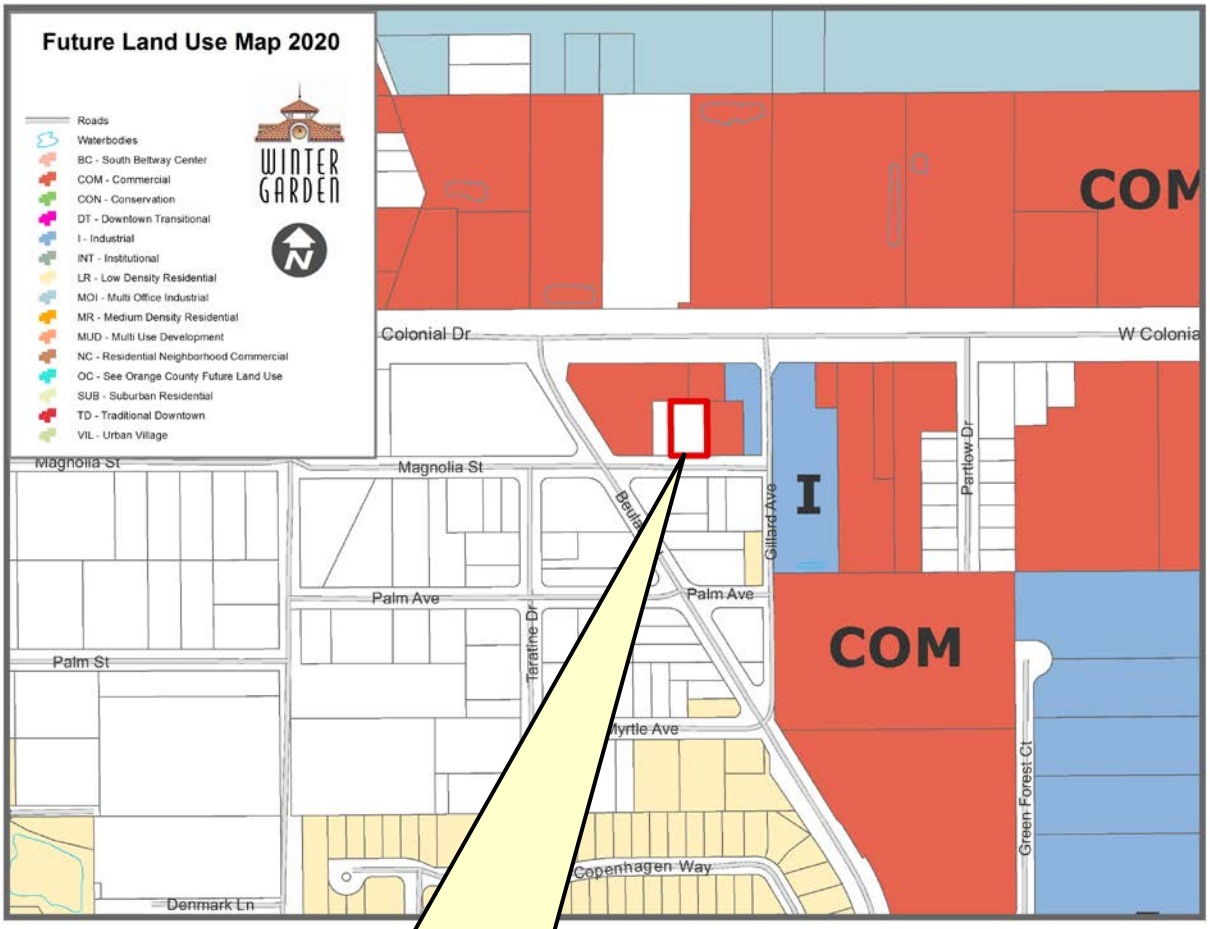
AERIAL PHOTO

883 Magnolia Street



FUTURE LAND USE MAP

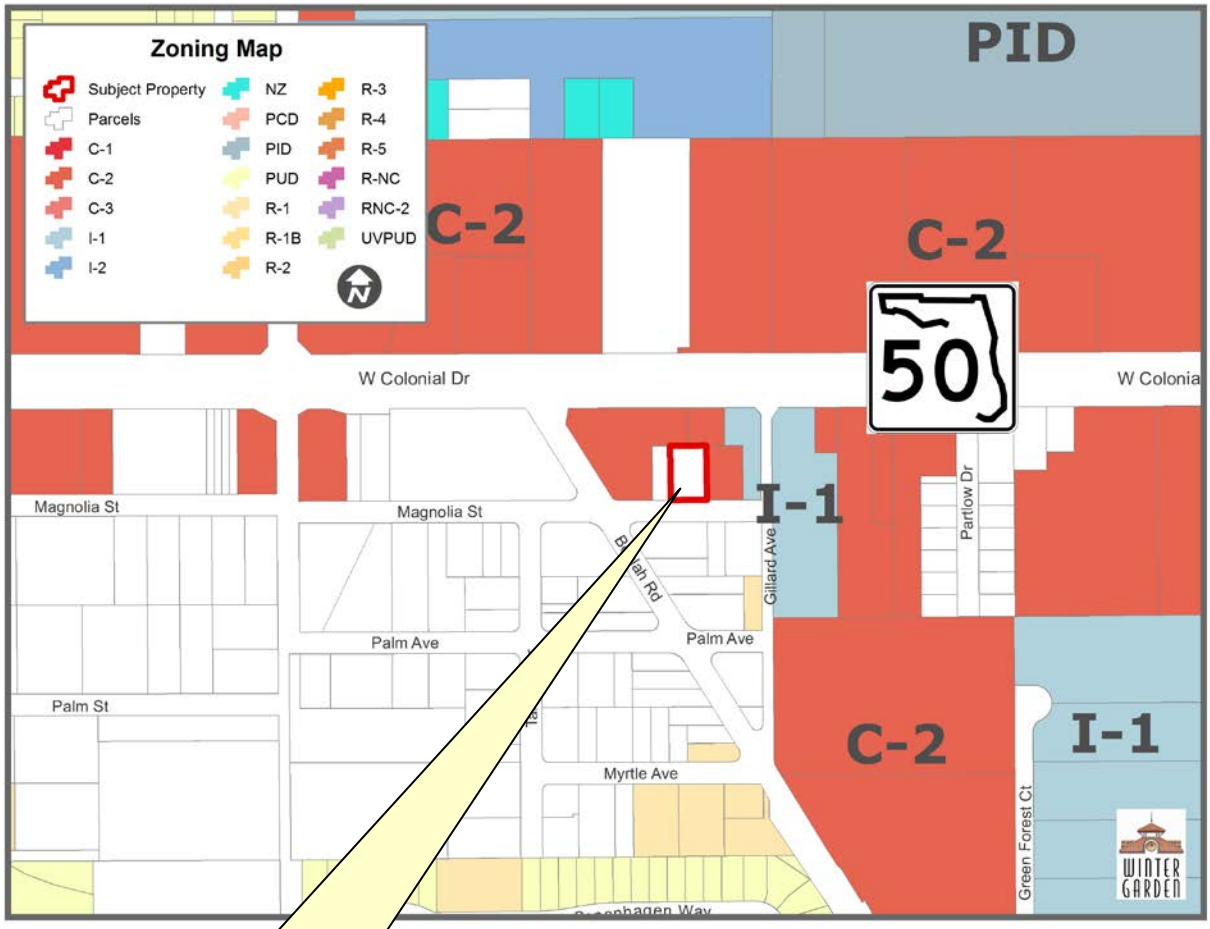
883 Magnolia Street



Subject property changed from Orange County Commercial to City Commercial

ZONING MAP

883 Magnolia Street



Subject property changed from Orange County C-3 to City C-2

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: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: 873 Magnolia Street
WALKER BROS. MILLWORKS
Ordinance 16-11
Ordinance 16-12
Ordinance 16-13
PARCEL ID # 25-22-27-9384-08-060

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning for the property located at 873 Magnolia Street.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property is an approximately 0.17 ± acre Unincorporated Orange County parcel located on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road. The applicant has requested Annexation into the City, Initial Zoning of C-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 16-11, Ordinance 16-12, and Ordinance 16-13 with the second reading and adoption scheduled for January 14, 2016.

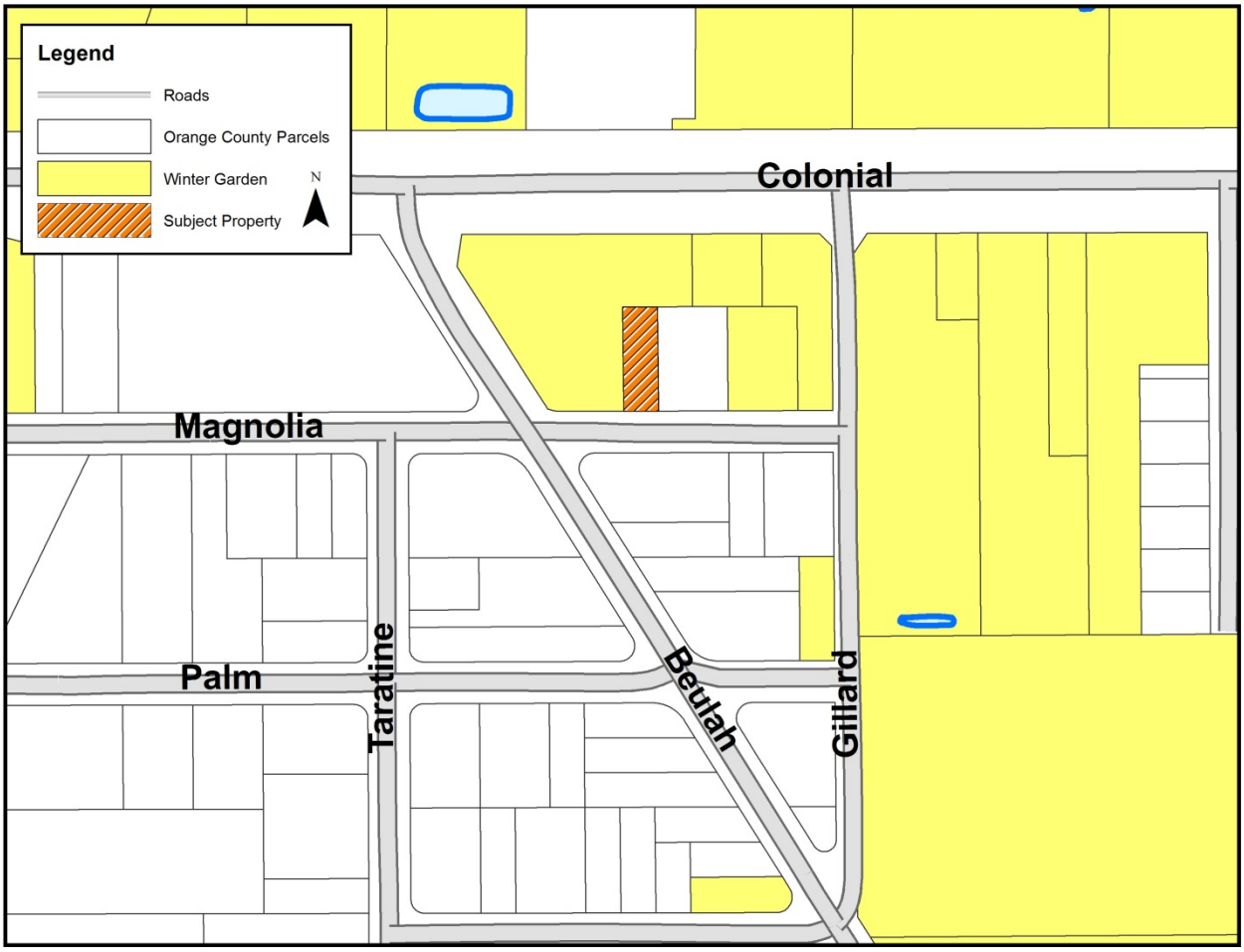
Attachment(s)/References:

Location Map
Ordinance 16-11
Ordinance 16-12
Ordinance 16-13
Staff Report

LOCATION MAP

873 Magnolia Street

<u>Annexation, Future Land Use, Zoning</u>



ORDINANCE 16-11

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH 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 0.17 ± acres located at 873 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-060

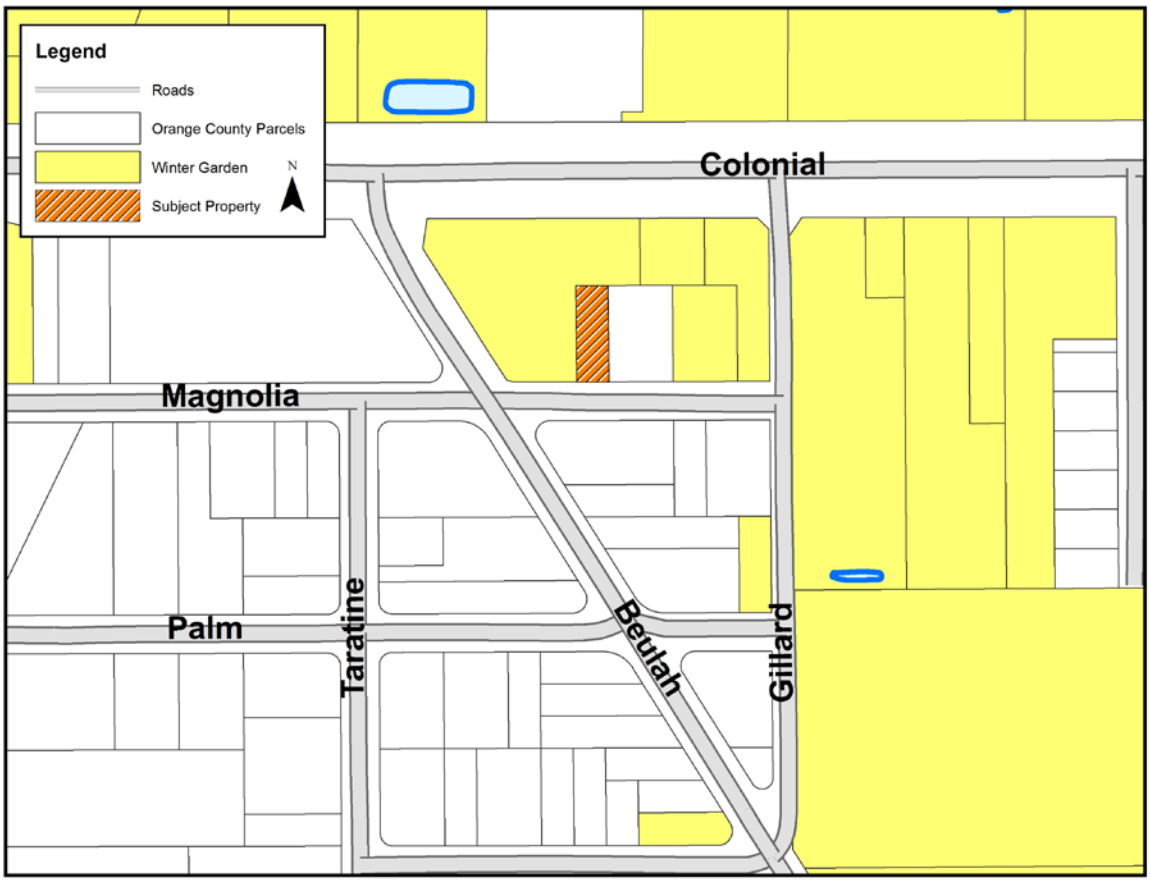
Lot 6, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 250.00 feet to the Southeast corner of Lot 6 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 50.00 feet to the Southwest corner of said Lot 6; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 6; thence North 89°59’00” East 50.00 feet to the Northeast corner of said Lot 6; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.172 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

<u>873 Magnolia Street</u>



ORDINANCE 16-12

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 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.17 ± acres located at 873 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah 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 Commercial to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-11, 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-060

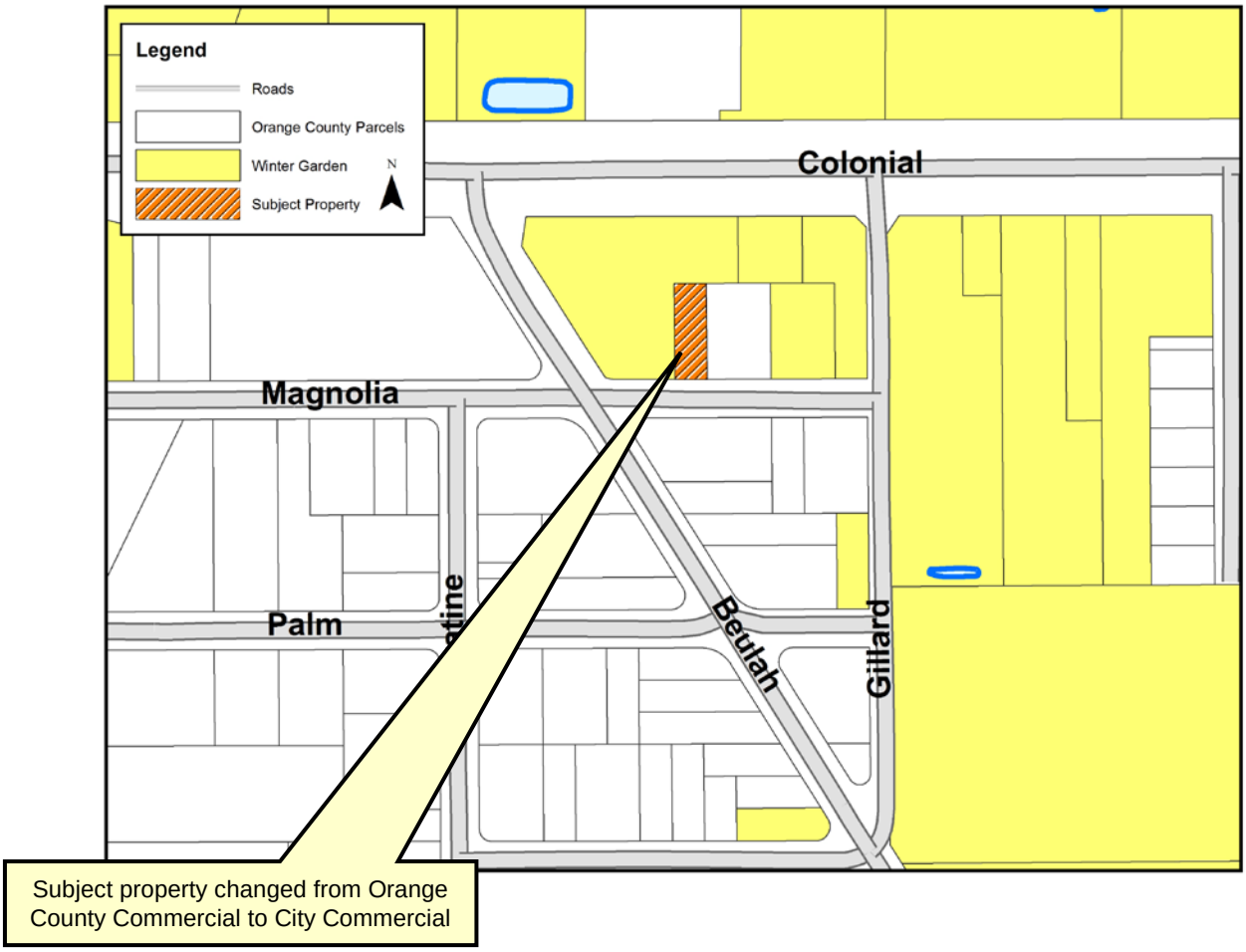
Lot 6, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 250.00 feet to the Southeast corner of Lot 6 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 50.00 feet to the Southwest corner of said Lot 6; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 6; thence North 89°59’00” East 50.00 feet to the Northeast corner of said Lot 6; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.172 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>873 Magnolia Street</u>



ORDINANCE 16-13

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.17 ± ACRES LOCATED AT 873 MAGNOLIA STREET ON THE NORTH SIDE OF MAGNOLIA STREET, WEST OF GILLARD AVENUE AND EAST OF BEULAH ROAD FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 0.17 ± acres located at 873 Magnolia Street on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-3 Wholesale Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-3 Wholesale Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 16-12 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-08-060

Lot 6, Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Block H, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 250.00 feet to the Southeast corner of Lot 6 of said Block H, WINTER GARDEN MANOR for the POINT OF BEGINNING; thence continue South 89°59’00” West 50.00 feet to the Southwest corner of said Lot 6; thence North 00°00’00” East 150.00 feet to the Northwest corner of said Lot 6; thence North 89°59’00” East 50.00 feet to the Northeast corner of said Lot 6; thence South 00°00’00” East 150.00 feet to the POINT OF BEGINNING.

Containing 0.172 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

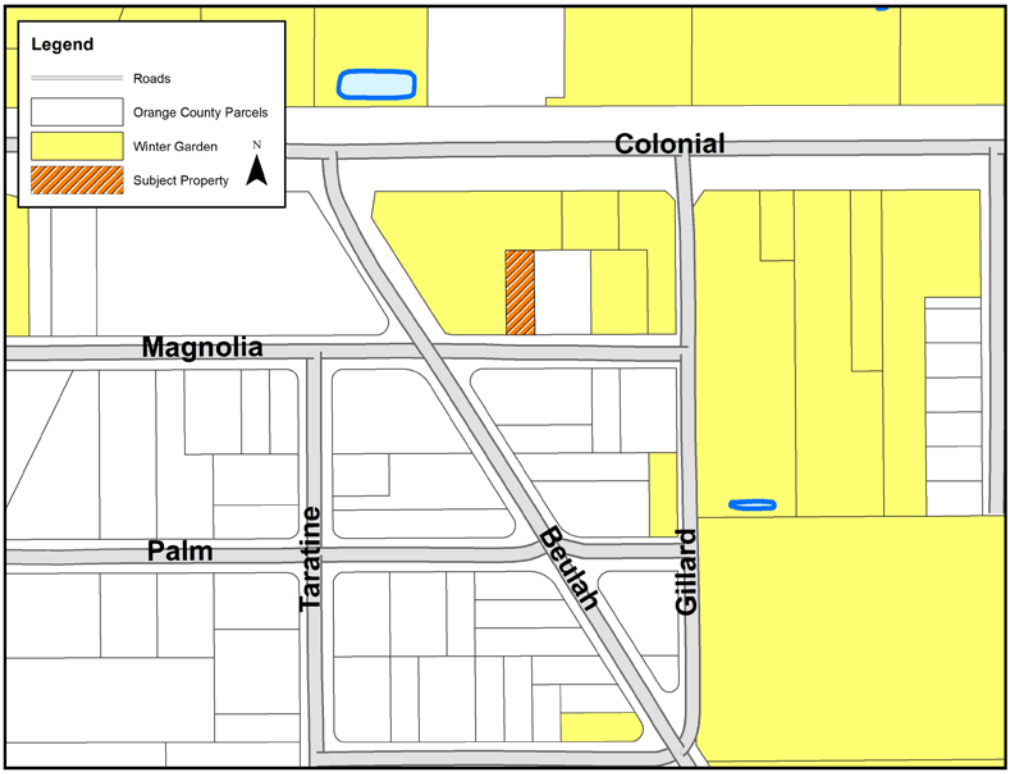
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 2, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
873 MAGNOLIA STREET (0.17 +/- ACRES)
PARCEL IDS #: 25-22-27-9384-08-060
APPLICANT: WALKER BROS. MILLWORKS, INC.

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 873 Magnolia Street, on the north side of Magnolia Street, west of Gillard Avenue and east of Beulah Road and is approximately 0.17 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, 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. It previously contained a one-story single family house with a detached metal frame shed, both of which have since been demolished and removed from the site.

ADJACENT LAND USE AND ZONING

The property located to the north and west of the subject property is developed with a gas station and car wash, is zoned C-2 and is located in the City of Winter Garden. The property located to the east is currently vacant. This property is currently zoned C-3 and is located within Unincorporated Orange County, however it is currently going through the process of being annexed into the City and rezoning to the City's C-2 zoning designation. The property to the south of the subject property is also currently being considered for annexation and rezoning to City C-2. Currently, the property is developed with a duplex building and is zoned Orange County R-2.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the lot with City services.

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

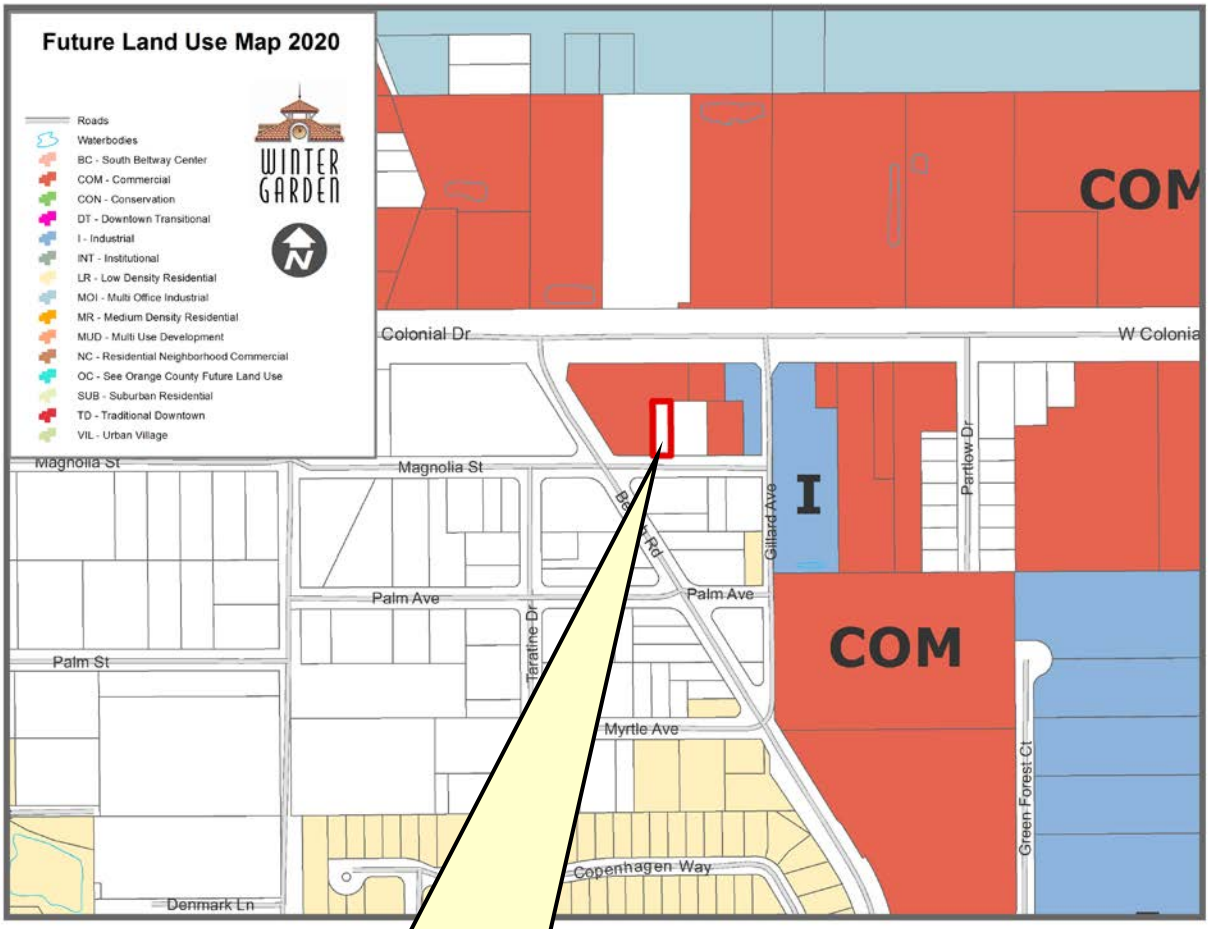
Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

AERIAL PHOTO

873 Magnolia Street

FUTURE LAND USE MAP

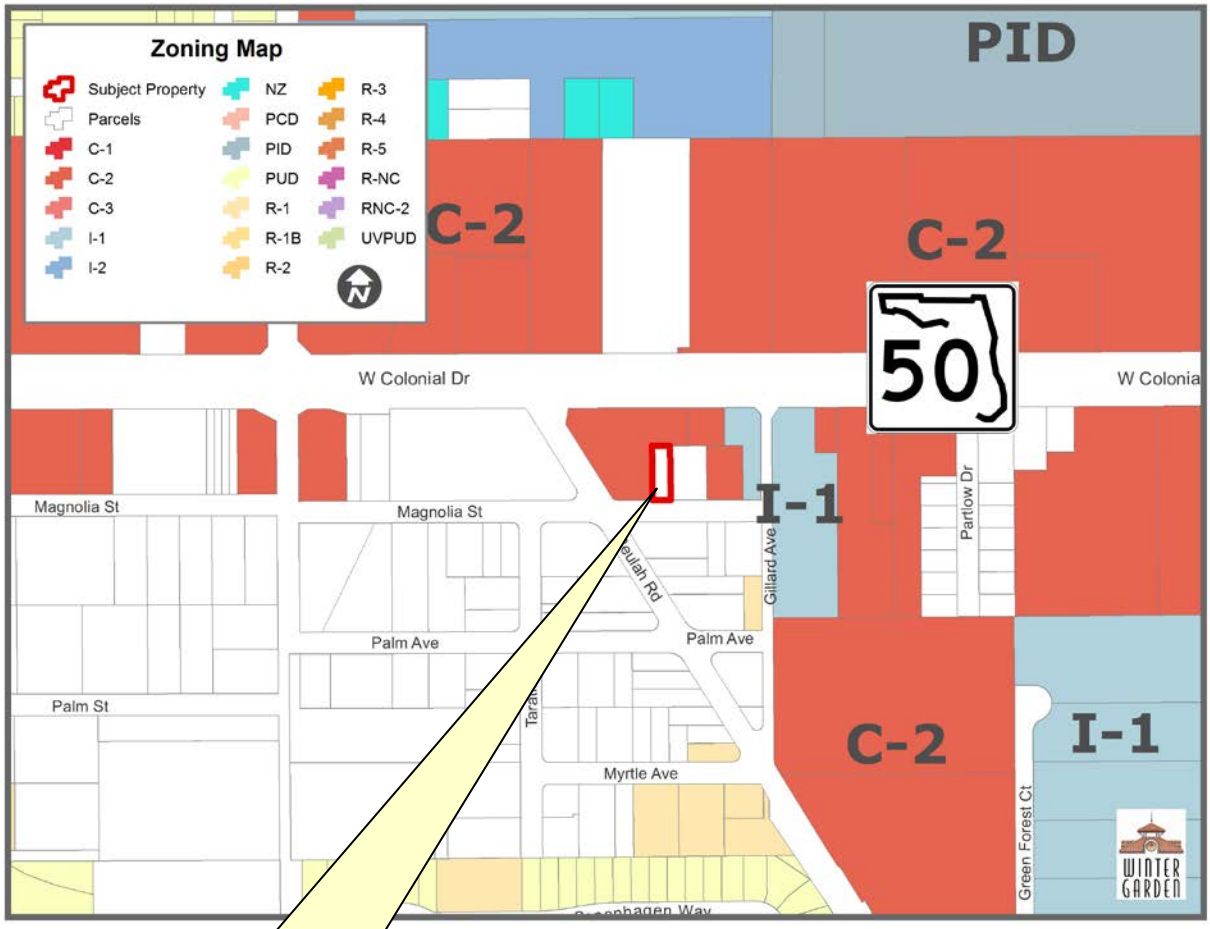
873 Magnolia Street



Subject property changed from Orange County Commercial to City Commercial

ZONING MAP

873 Magnolia Street



Subject property changed from Orange County C-3 to City C-2

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: December 3, 2015 **Meeting Date:** December 10, 2015

Subject: 1211 Beulah Road
WALKER BROS. MILLWORKS
Ordinance 16-14
Ordinance 16-15
Ordinance 16-16
PARCEL ID # 25-22-27-9384-09-030

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning for the property located at 1211 Beulah Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property is an approximately 0.18 ± acre Unincorporated Orange County parcel located on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue. The applicant has requested Annexation into the City, Initial Zoning of C-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 16-14, Ordinance 16-15, and Ordinance 16-16 with the second reading and adoption scheduled for January 14, 2016.

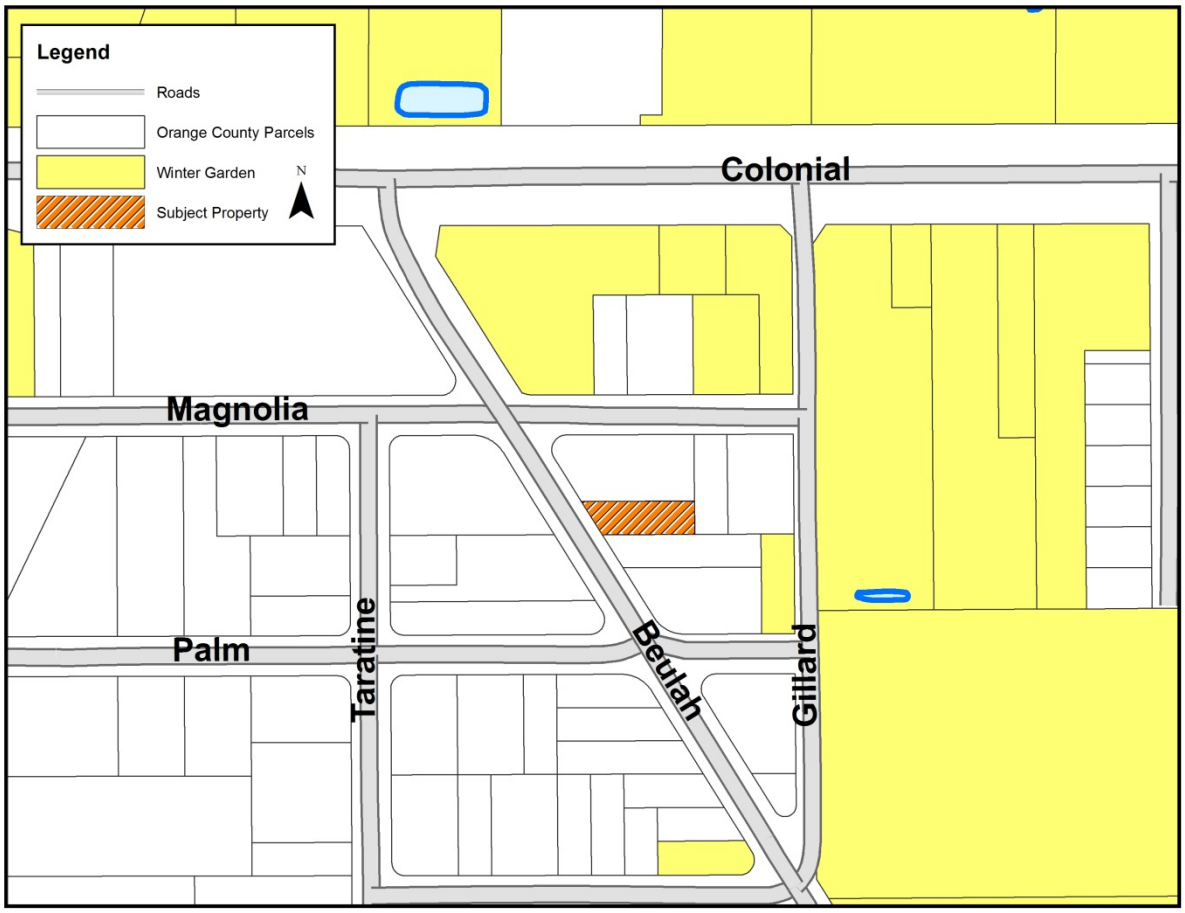
Attachment(s)/References:

Location Map
Ordinance 16-14
Ordinance 16-15
Ordinance 16-16
Staff Report

LOCATION MAP

1211 Beulah Road

<u>Annexation, Future Land Use, Zoning</u>



ORDINANCE 16-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE 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 0.18 ± acres of land located at 1211 Beulah Road on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-030

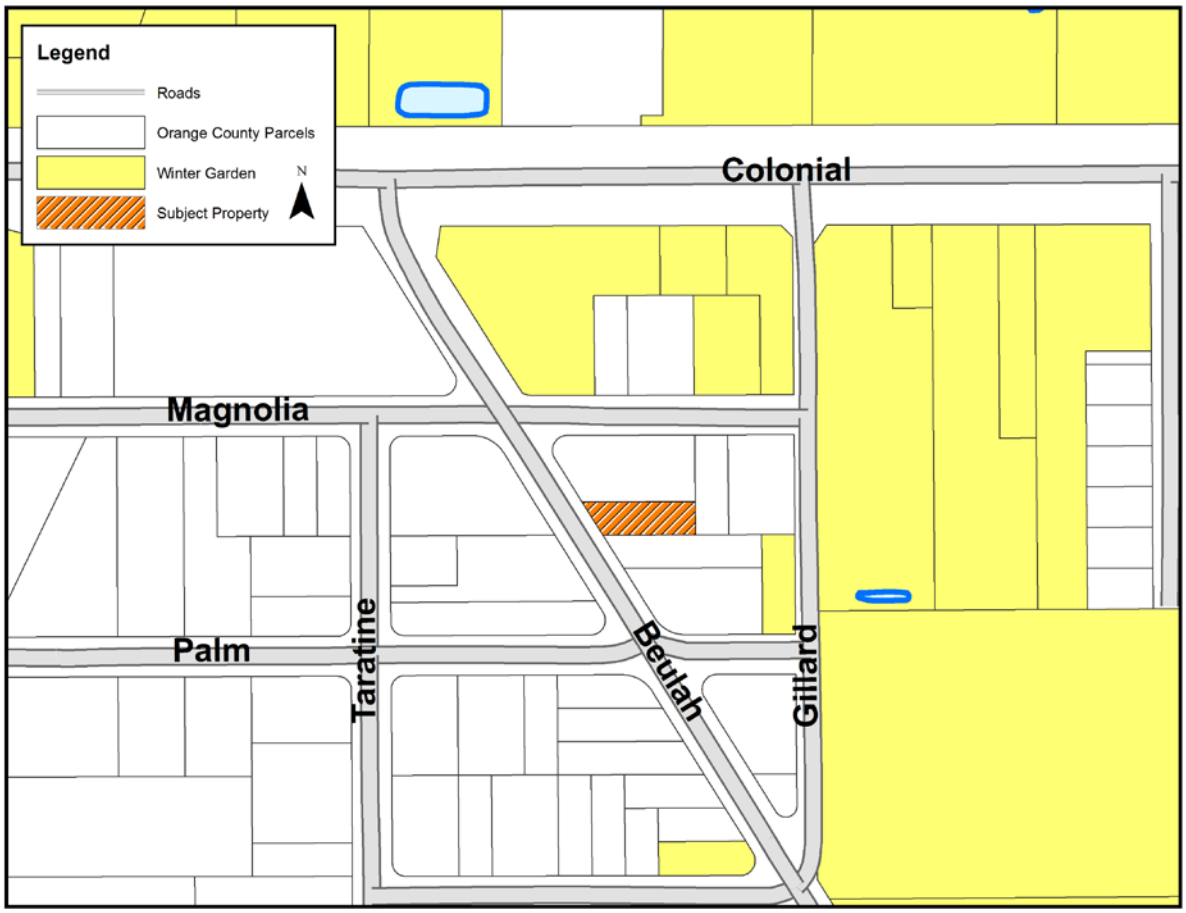
Lot 3, Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Northeast corner of Lot 1 of said Block I, WINTER GARDEN MANOR; thence continue South 89°59'00" West 192.35 feet to the beginning of a tangent curve, concave to the Southeast having a radius of 22.30; thence run along the arc of said curve through a central angle of 121°40'00", an arc length of 47.35 feet to a point of tangency and the Easterly right of way line of Beulah Drive; thence South 31°41'00" East along said Easterly right of way line, 77.54 feet to the Northwest corner of Lot 3 of said Block I for the POINT OF BEGINNING; thence continue South 31°41'00" East 58.75 feet to the Southwest corner of said Lot 3; thence North 89°59'00" East 139.74 feet to the Southeast corner of said Lot 3; thence North 00°00'00" East 50.00 feet to the Northeast corner of said Lot 3; thence South 89°59'00" West 170.60 fee to the POINT OF BEGINNING.

CONTAINING 0.178 ACRES MORE OR LESS.

ATTACHMENT "B"

LOCATION MAP

<u>1211 Beulah Road</u>



ORDINANCE 16-15

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 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.18 ± acres of land located at 1211 Beulah Road on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue, 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 Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-14, 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-030

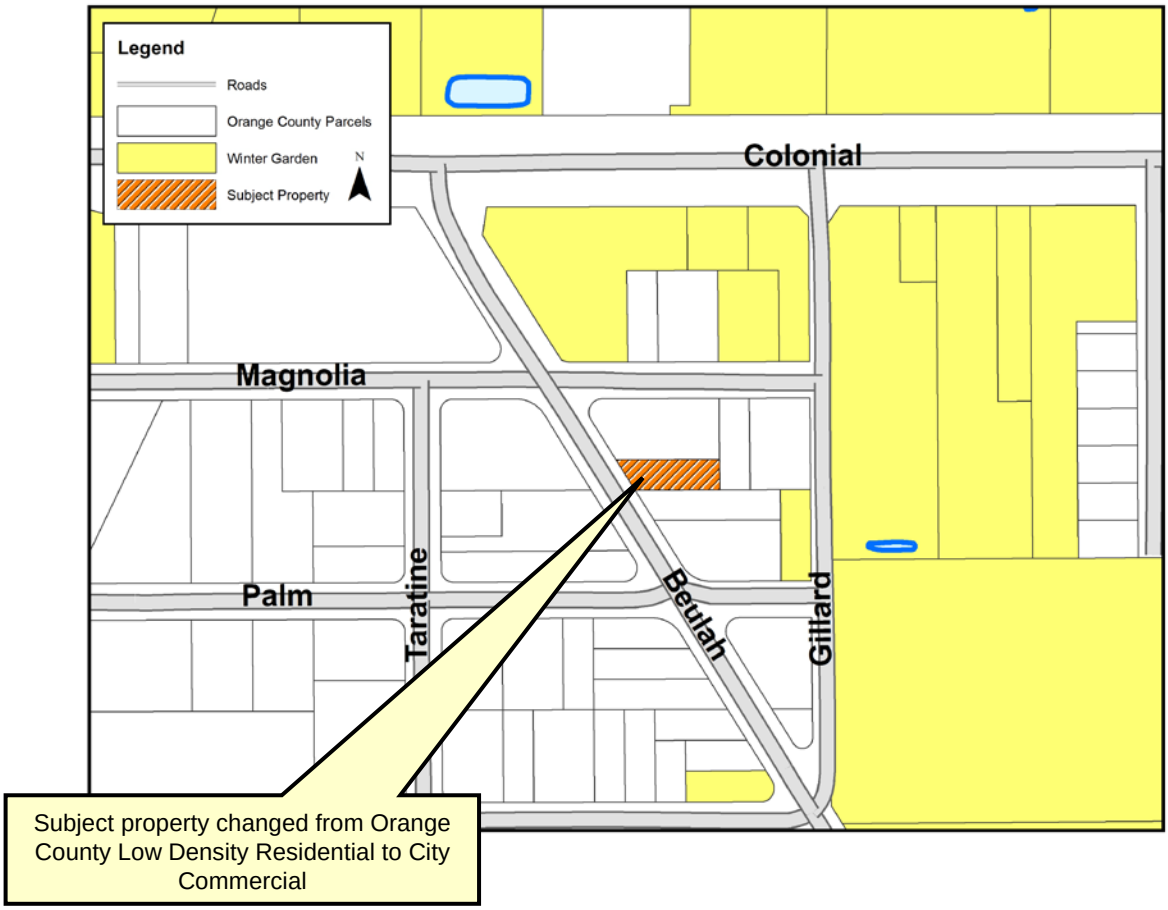
Lot 3, Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Block I, WINTER GARDEN MANOR, according to the Plat thereof, as recorded in Plat Book L, Page 117, Public Records of Orange County, Florida; thence run South 89°59’00” West 150.00 feet to the Northeast corner of Lot 1 of said Block I, WINTER GARDEN MANOR; thence continue South 89°59'00" West 192.35 feet to the beginning of a tangent curve, concave to the Southeast having a radius of 22.30; thence run along the arc of said curve through a central angle of 121°40'00", an arc length of 47.35 feet to a point of tangency and the Easterly right of way line of Beulah Drive; thence South 31°41'00" East along said Easterly right of way line, 77.54 feet to the Northwest corner of Lot 3 of said Block I for the POINT OF BEGINNING; thence continue South 31°41'00" East 58.75 feet to the Southwest corner of said Lot 3; thence North 89°59'00" East 139.74 feet to the Southeast corner of said Lot 3; thence North 00°00'00" East 50.00 feet to the Northeast corner of said Lot 3; thence South 89°59'00" West 170.60 fee to the POINT OF BEGINNING.

CONTAINING 0.178 ACRES MORE OR LESS.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>1211 Beulah Road</u>



ORDINANCE 16-16

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.18 ± ACRES LOCATED AT 1211 BEULAH ROAD ON THE EAST SIDE OF BEULAH ROAD, SOUTH OF MAGNOLIA STREET AND NORTH OF PALM AVENUE FROM ORANGE COUNTY R-1 SINGLE FAMILY DWELLING DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 0.18 ± acres of land located at 1211 Beulah Road on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County R-1 Single Family Dwelling District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective

simultaneously upon the effective date of Ordinance 16-15 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: _____ , 2016.

ADOPTED this _____ day of _____, 2016, 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#: 25-22-27-9384-09-030

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CONTAINING 0.178 ACRES MORE OR LESS.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

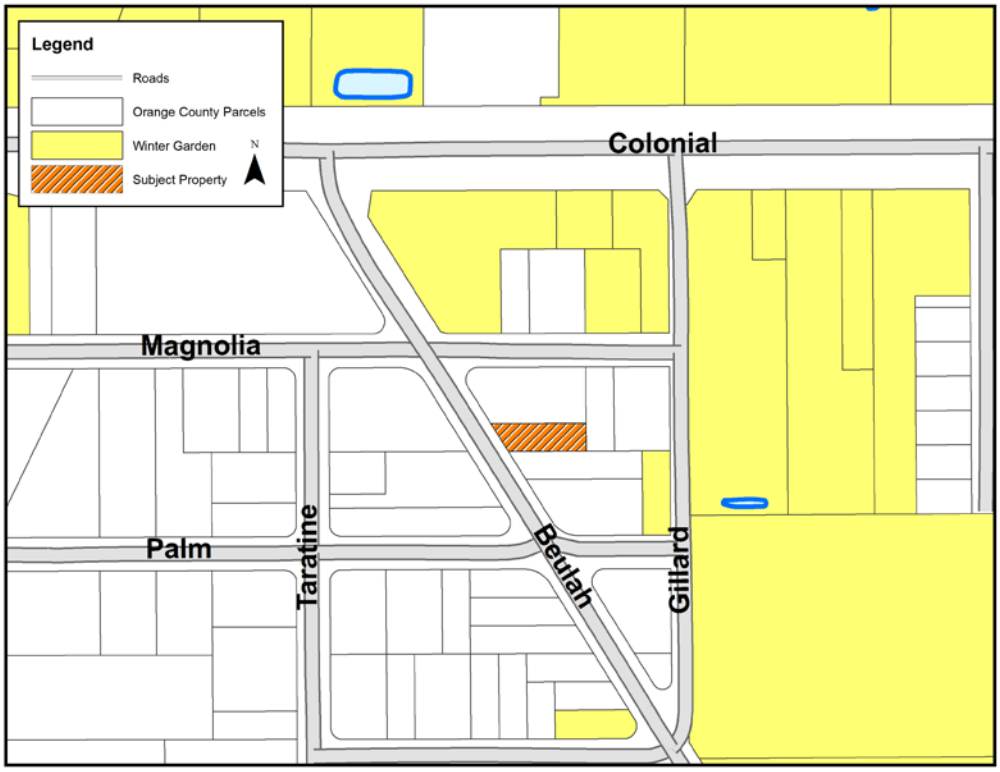
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: DECEMBER 2, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
1211 BEULAH ROAD (0.18 +/- ACRES)
PARCEL IDS #: 25-22-27-9384-09-030
APPLICANT: WALKER BROS. MILLWORKS, INC.

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 1211 Beulah Road, on the east side of Beulah Road, south of Magnolia Street and north of Palm Avenue and is approximately 0.18 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, and INT.

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

EXISTING USE

The subject property is currently developed with a one-story single-family residence with a metal carport and concrete block shed.

ADJACENT LAND USE AND ZONING

The property to the north of the subject property is developed with a duplex building. This property is currently zoned R-2 and is located within Unincorporated Orange County, however it is currently going through the process of being annexed into the City and rezoning to the City's C-2 zoning designation. The property located to the west of the subject property contains a single family residence, is zoned R-1, and is located in Orange County. The properties located to the east and south of the subject property are also each developed with a single family residence, zoned R-1, and located in Orange County.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the lot with City services.

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

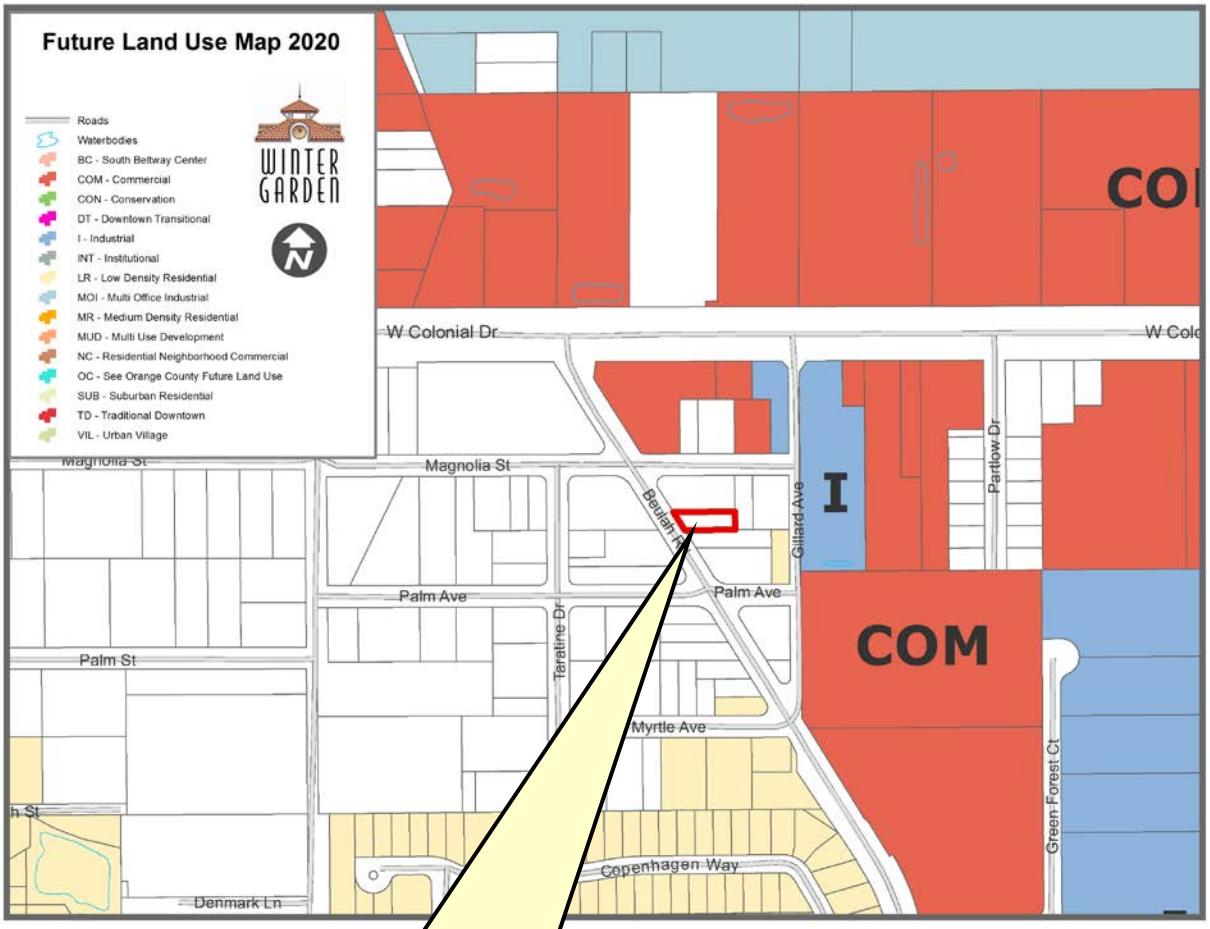
Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

AERIAL PHOTO

1211 Beulah Road

FUTURE LAND USE MAP

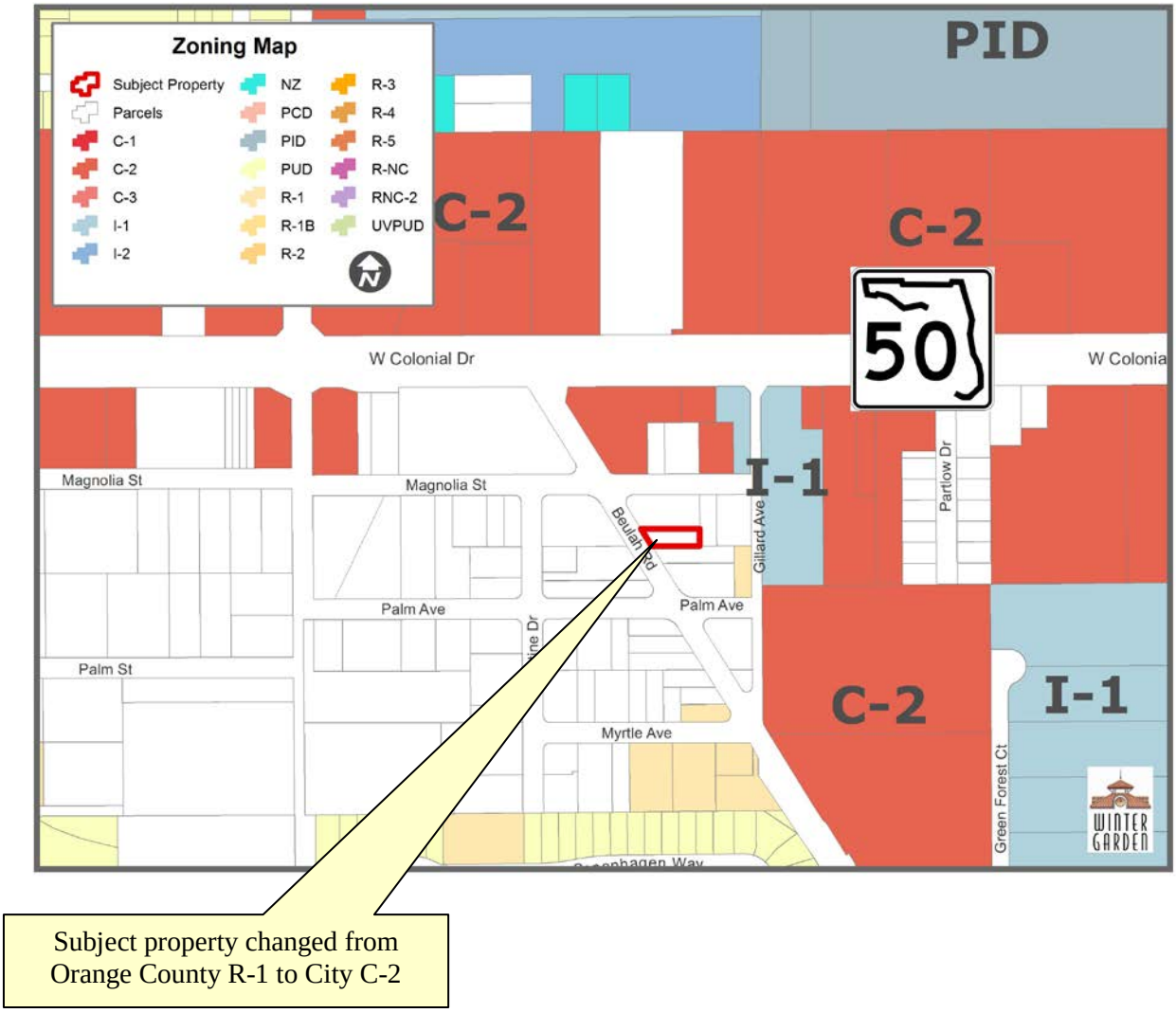
1211 Beulah Road



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

ZONING MAP

1211 Beulah Road



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

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: November 30, 2015 **Meeting Date:** December 10, 2015

Subject: **Ordinance 15-70 Digital Billboards – Special Exception Requirements**

Issue: Amending multiple sections of Chapter 102 of the Code of Ordinances of the City of Winter Garden.

Discussion:

This ordinance amends Section 102-92 of Chapter 102 of the Code of Ordinances of the City of Winter Garden to provide a more restrictive Special Exception process for Digital Billboards and grants the authority to the City Commission to perform this Special Exception Review.

Recommended Action:

Staff recommends approval of ordinance 15-70.

Attachment(s)/References:

Ordinance 15-70

ORDINANCE 15-70

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING SECTION 102-92 OF CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN TO PROVIDE A MORE RESTRICTIVE SPECIAL EXCEPTION PROCESS GRANTING AUTHORITY TO THE CITY COMMISSION TO PERFORM THE SPECIAL EXCEPTION REVIEW; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Garden desires to allow a limited number of billboards and digital billboards within the City; and

WHEREAS, the City Commission finds it necessary to provide the minimum control of billboards and digital billboards necessary to promote the health, safety, and general welfare of the citizens of the City by lessening hazards to pedestrians and vehicular traffic, by preserving property values, by preventing unsightly and detrimental signs that would detract from the aesthetic appeal and character of the City and lead to economic decline and blight, by preventing signs from reaching such excessive size, numbers, or configuration that they obscure one another or create other problems to the detriment of the City, its citizens, businesses and property owner owners, by ensuring the good and attractive design that will strengthen the City's appearance and economic base, and by preserving the rights of free speech and expression in the display of signs in conjunction with reasonable and valid time, place, and manner restrictions relating thereto; and

WHEREAS, the City Commission finds that any billboards and digital billboards allowed within the City must conform to certain limitations and restrictions to mitigate negative impacts on aesthetics, visual clutter, distractions, traffic, and residential areas; and

WHEREAS, the City Commission recognizes that chapter 118 of the City Code of Ordinances provides certain minimum standards relating to special exceptions, and section 118-5 of the City Code of Ordinances provides that ordinances containing more restrictive or higher standards may control over the minimum special exception criteria; and

WHEREAS, the City Commission desires to enact a more restrictive special exception process and procedure for the grant of a special exception relating to billboards and digital billboards;

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

Section 1: Section 102-92 of the City of Winter Garden Code is amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 102-92. Prohibited signs.

The following types of signs are prohibited in all districts:

(4) Billboards, billboard signs, and digital billboards regardless of zoning district; provided digital billboards may be allowed as expressly authorized in section 102-94 of this chapter. Those billboard signs legally erected in the city prior to June 11, 1987, or legally erected within the unincorporated county prior to annexation into the city will be allowed to remain as nonconforming signs which cannot be rebuilt, moved, relocated or replaced if greater than 50 percent of the sign structure or value is destroyed. When the cost of materials to repair, move, relocate, or replace the sign exceed 50 percent of the physically depreciated value of the structural materials in the sign immediately prior to the destruction, the criteria of this subsection will be deemed to have been met, and the sign may not be replaced, moved, relocated, or repaired except as provided in section 102-94. This subsection shall not apply to billboard signs and structures preexisting along federal aid primary highways in the city. However, if a federal aid primary highway is later converted to a nonfederal aid highway, this subsection shall apply to billboards along such highway, becoming effective the first day upon which the highway becomes a nonfederal aid primary highway. No new billboard signs or structures shall be erected in the city. Notwithstanding the preceding, the city commission shall have the authority to grant a special exception to this subsection subject to the requirements of section 102-94 and sections 118-96 through 118-102 in those instances where at least two existing legally nonconforming billboard signs are being eliminated and being replaced with a single billboard sign or a single digital billboard that the city commission finds less obtrusive, improves the aesthetic character of the city, provides other benefits to the city, and is placed in a more desirable location. The city commission shall perform all functions of the planning and zoning board relating to the requirements of sections 118-96 through 118-102 for this subsection, and the planning and zoning board shall not have jurisdiction therefore. The city commission may simultaneously approve a special exception to this subsection and the related relocation and reconstruction agreement.

All other provisions remain the same.

Section 2: **Codification:** Section 1 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.

Section 3: **Control and Supplemental Authority:** In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control to the extent such conflict exists.

<u>Section 4</u>: **<u>Severability:</u>** It is the intent of the City Commission of the City of Winter Garden that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

<u>Section 5</u>: **<u>Effective Date:</u>** 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

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 2, 2015 **Meeting Date:** December 10, 2015

Subject: **Billboard Removal and Relocation Agreement**

Issue: Clear Channel Outdoor, Inc. is requesting this agreement to build a new digital billboard consistent with the new removal and relocation requirements.

Discussion:

Clear Channel desires to remove two existing double-faced billboard signs located at 35 S Dillard St, Winter Garden, FL 34787, and 13394 W Colonial Drive, Winter Garden, FL 34787, respectively (collectively, the "Existing Signs"), and to construct a new double-faced digital billboard on a property owned or controlled by Clear Channel located at 13394 W Colonial Drive.

Recommended Action:

Staff recommends approval of agreement to remove the two billboards located at 35 S Dillard Street and construct a new double-faced digital billboard on the property located at 13395 W Colonial Drive, subject to the conditions of the agreement and approval of a Special Exception.

Attachment(s)/References:

Removal and Relocation Agreement

This document prepared by:

RETURN TO:

RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTIONAGREEMENT (the "Agreement") is made and entered into this _____day of _____, 2015 (the "Effective Date") , by and between the **CITY OF WINTER GARDEN, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 300 West Plant Street, Winter Garden, Florida 34787 and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation, ("Clear Channel"), whose local address is 5333 Old Winter Garden Road, Orlando, Florida 32811**.**

WHEREAS, it is the policy of the City to encourage owners of legally non-conforming signs to enter into relocation and reconstruction agreements that allow the City to accomplish the public goals of protecting, improving and ensuring highway safety, views, aesthetics and business/investment, without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication; and

WHEREAS, pursuant to section 70.20, Florida Statutes, of the Bert J. Harris, Jr. Private Property Rights Protection Act, cities are authorized and encouraged to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and non-commercial communication and authorizes such "relocation and reconstruction" of billboards by agreement, ordinance, or resolution; and

WHEREAS, the City Code of Ordinances (the "Code"), section 102-94, provides that at least two existing legally non-conforming billboard signs may be eliminated and replaced with a single digital billboard in accordance with section 102-94 and other applicable provisions of Chapter 102 of the Code upon the City Commission's grant of a special exception and approval of, and pursuant to, a relocation and reconstruction agreement, and provided the additional minimum requirements set forth in the Code are met; and

WHEREAS, the City Commission, in accordance with section 102-92(4) of the Code, must find that the replacement digital billboard sign is less obtrusive, improves the aesthetic character of the City, provides other benefits to the City, and is placed in a more desirable location; and

WHEREAS, Clear Channel recognizes that section 102-1 of the Code provides that each display face of a billboard shall constitute a separate billboard and each display face of a digital billboard shall constitute a separate digital billboard; and

WHEREAS, Clear Channel desires to remove two existing double-faced billboard signs located at 35 S Dillard St, Winter Garden, FL 34787, and 13394 W Colonial Drive, Winter Garden, FL 34787, respectively (collectively, the "Existing Signs"), and to construct a new double-faced digital billboard on a property owned or controlled by Clear Channel located at 13394 W Colonial Drive, Winter Garden, Florida 34787 ("New Digital Billboard"), which property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, in accordance with section 102-94 of the Code, Clear Channel and the City desire to enter into a relocation and reconstruction agreement that will provide for the removal of the Existing Signs and construction of the New Digital Billboard in accordance with the requirements set forth in the Code and Florida and federal law; and

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ***RECITALS.*** The above recitals are true and correct and form a material part of this Agreement.

2. ***INSTALLATION OF NEW DIGITAL BILLBOARD.*** The City hereby agrees that Clear Channel may construct the New Digital Billboard, which includes two (2) back-to-back faces, each of which shall be permitted to include a digital display upon application, approval, and in accordance with the Code and Florida and federal law. The New Digital Billboard may be constructed on the Property and must be constructed in accordance with this Agreement, the Code, and Florida and federal law.

3. ***REMOVAL OF EXISTING SIGNS.*** Attached as **Exhibit "B"** is a list of the Existing Signs, by location, which the parties agree will be or recently have been removed under the terms of this Agreement. Clear Channel represents and warrants that all of the Existing Signs listed in **Exhibit "B"** are owned by Clear Channel. The Existing Signs shall be removed in the manner and upon the conditions set forth below:

(A) The Existing Signs shall be removed within thirty (30) days following the issuance of all final and unappealable City, State and any other required governmental and other required permits and approvals required for the construction and operation of the New Digital Billboard (the "New Digital Billboard Permits") and any required permits or approvals for the removal of the Existing Signs.

(B) In order to be counted as a sign removed pursuant to this Agreement, all above-ground and surface portions of such Existing Sign must be removed.

(C) Except as provided in the following sentence, the Existing Signs and any right title and interest therein or right to place a billboard, whether by lease, license or other right, at the location of the Existing Sign shall be forever terminated and shall not be or have been assigned, transferred or given to any other entity, affiliate, subsidiary, person or party. It is expressly understood and agreed however that the New Digital

Billboard will be constructed on the Property, which is the current location of one of the Existing Signs.

(D) The New Digital Billboard will at all times be maintained lawfully and in a manner that is in full compliance with federal, state and local laws, rules and regulations.

(E) Clear Channel shall furnish proof of removal of each Existing Sign in the form of photographs showing the sign locations before and after such Existing Sign is removed. Clear Channel also agrees to grant the City access, upon reasonable notice, to the locations of the Existing Signs to confirm and verify adequate removal at the City's discretion.

(F) Clear Channel hereby expressly waives any rights, claims, demands, actions, or causes of action to receive from the City any compensation for the removal of the Existing Signs and any attorneys and experts' fees and costs. Such waiver also includes, but is not limited to, any claims for just or full compensation predicated on sections 70.001, 70.20, 479.15 or 479.24, Florida Statutes, or under the Florida or federal constitutions, or any other federal, state, or local law. Nothing herein shall be construed to limit Clear Channel's rights to just compensation with respect to the New Digital Billboard and in the event any governmental entity (including the City) undertakes a partial or total condemnation involving land, signs or other improvements owned by Clear Channel with respect to the New Digital Billboard, Clear Channel shall be entitled to the full compensation due to it as permitted by law, including sections 479.15 and 479.24, Florida Statutes.

(G) At Clear Channel's sole expense, Clear Channel agrees to protect, defend, indemnify and hold harmless the City, its officers, employees, agents and representatives from and against any and all liabilities, losses, judgments, damages, interest, suits, actions, disputes and claims, including without limitation reasonable attorneys' fees and experts' fees and costs at both the trial and appellate levels, from, by or through any third party or otherwise caused, in whole or in part, by any third party (collectively, "Claims"),

which Claims arise out of or are alleged to have arisen out of or are in any way related to, in whole or in part, the removal of the Existing Signs, or any of them, or the re-erection, replacement, or re-establishment of a billboard (other than the New Digital Billboard) at the Existing Signs removal locations or other locations based upon or related to the prior Existing Signs or the Existing Signs prior locations.

As part of this indemnification and hold harmless provision, the City has the right to select and direct the attorneys and experts to represent the City defending the Claims, at Clear Channel's sole expense; provided the rates for the attorneys and experts selected by the City shall be reasonable. Further, the City has the right to make all decisions relating to its defense except for final settlement of the Claim(s). For final settlement of the Claim(s), Clear Channel must be presented with the opportunity to review and consent which consent will not be unreasonably withheld. Third party means any person, persons, company(ies), corporation(s), partnership(s), trust(s) and other entity(ies) other than the City and Clear Channel.

(H) The parties acknowledge and agree that the Existing Signs are nonconforming signs and may not be rebuilt at the Existing Signs or other locations, other than the New Digital Billboard pursuant to this Agreement and a special exception granted by the City Commission. Clear Channel agrees that, other than the New Digital Billboard, it will not erect, re-erect, or replace a billboard sign or a digital billboard sign at the Existing Signs removal locations or other locations based on rights or claims relating to the Existing Signs or the property upon which the Existing Signs are or were located.

4. ***NEW DIGITAL BILLBOARD CONSTRUCTION AND PERFORMANCE STANDARDS.*** Clear Channel will commence construction of the New Digital Billboard within 180 days following receipt of all New Digital Billboard Permits. The New Digital Billboard shall be constructed in accordance with the following construction requirements:

(A) Each sign face shall have a nominal display area of not greater than 378 square feet, excluding cabinet and trim.

(B) The top of the New Digital Billboard shall not exceed 40 feet in height above the crown of the adjacent roadway and shall not exceed 60 feet above ground level.

(C) The construction and location of the New Digital Billboard on the Property shall be as shown on **Exhibit "C"** attached hereto.

(D) The New Digital Billboard may be internally or externally illuminated.

(E) The New Digital Billboard may be constructed, at Clear Channel's option, utilizing either traditional sign faces, or digital/changeable sign faces, or a combination thereof.

5. ***REMOVAL OR RELOCATION OF THE NEW DIGITAL BILLBOARD***. In the event that Clear Channel later desires to relocate the New Digital Billboard on the Property from the proposed location on which such sign is to be constructed, Clear Channel must obtain approval from the City

6. ***LIMITED REBUILD RIGHT; REMOVAL.*** Clear Channel shall have the right to obtain a permit to rebuild the existing New Digital Billboard and approved Sign Faces (including digital/changeable Sign Faces on the Property if destroyed for any reason, so long as there is no increase in sign area, height, location, and so long as built in compliance with this Agreement and no removal of any additional signs shall be required. If such sign is rebuilt pursuant to this section, it must comply with all the requirements of the then applicable City Code and this Agreement. In accordance with section 102-94 of the City Code, Clear Channel may remove the digital billboard sign faces only for the period required for the limited purposes of maintenance or service or as otherwise provided in this Agreement. Clear Channel may elect at any time or from time to time to operate the New Digital Billboard with traditional static sign faces. During such times of removal, Clear Channel may substitute no more than one (1) traditional static sign face for each face of the New Digital Billboard.

7. ***ISSUANCE OF BUILDING PERMITS BY BUILDING OFFICIAL; COMPLIANCE WITH CITY CODES; CITY ISSUANCE OF PERMIT.*** The City shall issue all applicable permits, if any, are required by City, or equivalent documentation otherwise reasonably acceptable to the City for: (i) the removal of the Existing Signs, upon receipt of proper application; and (ii) the construction, illumination and operation of the New Digital Billboard, upon payment of the normal fees currently charged by the City for issuance of such

permits and in accordance with and in compliance with the Code and applicable state and federal law.

8. Clear Channel shall agree to use one (1) spot in a standard eight-(8) spot rotation on one face of the New Digital Billboard for two (2) separate two-week periods each calendar year for as long as Clear Channel operates a digital face on the New Digital Billboard to display City-sponsored event announcements and non-commercial public service announcements to promote the civic interests of the City **(**"City Messages") with no charge for advertising space, subject to the following conditions and parameters:

(a)The City shall notify Clear Channel at least 90 days before the proposed display date, and City shall be responsible for providing Clear Channel with its City Messages and for any costs associated with providing Clear Channel associated artwork in acceptable format, and will be subject to Clear Channel‘s standard advertising copy rejection and removal policies which allow Clear Channel the right in its sole discretion to approve or disapprove copy and remove copy once posted or displayed.

(b) The City shall not charge for, or exchange goods or services for, any sign space granted on the digital displays.

(c) The City must submit "camera ready art" utilizing formats and protocols acceptable to Clear Channel from time to time or pay production costs. All copy shall be submitted to company at least ten (10) business days in advance.

(d) If at any time in the future Clear Channel removes the digital display(s) from the sign structure or Clear Channel is unable to operate the digital display(s), for any reason, the advertising spot commitments in this section shall be automatically terminated and rendered null and void during the removal period and Clear Channel shall be under no obligation whatsoever to provide the City with any type of free advertising space. However, at any time Clear Channel operates the Digital Display(s) with electronic/digital technology, the advertising spot commitment shall remain in place.

(e) It is expressly understood and agreed that City Messages may not include any names, logos or marks associated with any third party non-governmental person or entity or any

products or any services associated with any third party non-governmental person or entity.

(f) Any unused space will be forfeited and shall not roll over.

(g) The City shall and hereby does agree to indemnify, defend and hold harmless Clear Channel for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Clear Channel's lost profits or consequential damages or any similar right of any third party.

(h) In addition to the foregoing, Clear Channel agrees to display emergency messages on the digital displays in accordance with local and regional protocols, i.e., amber alerts, evacuation notices, homeland security and public safety alerts, but not routine traffic alerts or notices.

9. ***VISUAL ACCESS***. The City agrees that the City and the City's agents, employees, or other persons acting on the City's behalf, shall not place any objects, plants, trees, vegetation, or other improvements in a right-of-way in proximity to the New Digital Billboard that causes any unreasonable alteration or unreasonable obstruction of the view of the display faces on the New Digital Billboard. Notwithstanding the preceding, the parties agree all plants, trees, vegetation, and other improvements in the right-of-way and in proximity to the New Digital Billboard existing on the date of this Agreement may remain in existence. Moreover, to the extent any existing plants, trees, vegetation, and other improvements located in the right-of-way and in proximity to the New Digital Billboard are destroyed, removed, or demolished, the parties agree that same may be replaced with the same or similar-type plants, trees, vegetation, and other improvements. The parties agree that the landscape plan attached as **Exhibit "D"** hereto is consistent with the foregoing agreement. Except as otherwise provided herein, the City agrees not to plant any additional vegetation within the right-of-way in proximity to the New Digital Billboard with a height in excess of five (5) feet unless agreed to by Clear Channel in writing.

10. ***ADDITIONAL CONDITIONS.*** The City shall consider requests to allow Clear Channel to use alternative technologies for its New Digital Billboard detailed in this Agreement. Any technology may be allowed that is consistent with the City Code requirements at the time of such request and provided that there is no increase in light, intensity, or emissions from the new technology and no adverse impact on traffic or surrounding properties.

11. ***SPECIFIC PERFORMANCE; SOLE REMEDY***. The parties hereto shall have the right to enforce the terms and conditions of this Agreement only and exclusively by an action for specific performance other than the City's right to recover monetary damages from Clear Channel for all matters under Section 3(G) and both parties' right to recover attorneys' and experts' fees and costs against the other party where provided for in this Agreement.

12. ***ATTORNEYS' FEES.*** In the event that any party finds it necessary to commence an action against the other party because of a breach by any party of any terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels. Notwithstanding the preceding, in the event that any party finds it necessary to commence an action against the other party regarding or relating to the legality of this Agreement or any provision contained in this Agreement or any conflict between this Agreement or any provision contained in this Agreement and established Florida or federal law, the parties shall be responsible for and shall bear their own attorneys' fees, experts' fees, and any costs.

13. ***AUTHORITY***. Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that, upon recording of this Agreement, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

14. ***GOVERNING LAW AND VENUE***. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Any and all legal action necessary to enforce this Agreement will be held in Orange County, Florida.

15. ***SUCCESSORS AND ASSIGNS.*** This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Clear Channel and their respective successors in interest. Clear Channel agrees to not transfer or otherwise convey any ownership interest in any Sign Face or Sign Structure referenced in this Agreement or listed in the Exhibits unless the transferee shall execute an agreement to be bound by the terms and conditions of this Agreement, which agreement is subject to review and approval by the City.

16. ***RECORDING***. This Agreement shall be recorded by the City in the official land records of Orange County, Florida.

17. ***SEVERABILITY.*** The parties agree and acknowledge:

(A) that the rights conferred upon Clear Channel under this Agreement to construct, maintain, and operate the New Digital Billboard shall not be affected by any future sign regulations enacted by the City that may otherwise alter the terms of this Agreement;

(B) that if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then said provision shall be severed, and the remaining provisions shall remain in full force and effect so long as the general intent of this Agreement is met; and

(C) that this section shall apply to all portions of this Agreement; and to the extent any language in this Agreement is deemed inconsistent or contrary to this section, the language contained in this section shall control.

18. ***CONSIDERATION.*** Clear Channel and the City affirm that the only consideration for executing this Agreement is that stated herein and that no other promise or agreement of any kind, oral or written, has been made to or with them by any person or entity.

19. ***VOLUNTARY EXECUTION; INTERPRETATION***. Clear Channel and the City represent and agree each has thoroughly discussed all aspects of this Agreement with its attorneys, and it has carefully read and fully understands all of the provisions of this Agreement and that it is voluntarily entering into this Agreement. Clear Channel and the City further agree

that if any ambiguities are contained herein, then in resolving such ambiguity, no weight shall be given in favor of or against either party on account of its drafting of this Agreement.

20. ***MODIFICATIONS.*** No waiver or modification of any term or condition of this Agreement shall be valid or binding unless in writing and executed by Clear Channel and the City.

21. ***THIRD PARTY BENEFICIARIES.*** This Agreement is meant for the sole benefit of the parties hereto and their successors and assigns and no other person or entity shall have any rights of action hereunder.

22. ***ENTIRE AGREEMENT.*** This is the entire agreement between the City and Clear Channel, and no verbal or written assurance or promise is effective or binding unless included in this document.

23. ***COUNTERPARTS***. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

24. ***APPROVAL OF CITY COMMISSION.*** This Agreement is contingent upon approval by the City Commission and the City Commission's approval of a special exception, and the City cannot be bound to the terms and conditions of this Agreement until the City Commission considers and approves this Agreement and a special exception at a public meeting.

[*Remainder of Page Intentionally Blank – Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year set forth below the parties' signatures below.

CITY OF WINTER GARDEN

Signed, sealed and delivered
in the presence of :

By: _____
John Rees, Mayor

_____
Signature

_____
Print Name

Attest: _____
Kathy Golden, City Clerk

_____
Signature

_____
Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ of _____, 20___, by John Rees, as the Mayor of the CITY OF WINTER GARDEN, FLORIDA, on behalf of the City.

(SEAL)

_____
Notary Public – State of Florida

Print name:_____

Personally Known _____OR
Produced Identification
Type of Identification Produced:
_____

Signed, sealed and delivered
in the presence of :

CLEAR CHANNEL OUTDOOR, INC.

_____
Signature

By:_____
Bryan Parker
Title: Executive Vice President

_____
Print Name

Date Executed: _____

_____
Signature

_____
Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, 20___, by Bryan Parker as the Executive Vice President of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, on behalf of the corporation.

(SEAL)

_____
Notary Public – State of Florida

Print name:_____

Personally Known _____OR
Produced Identification
Type of Identification Produced:
_____

EXHIBIT “A”

PROPERTY

EXHIBIT “B”

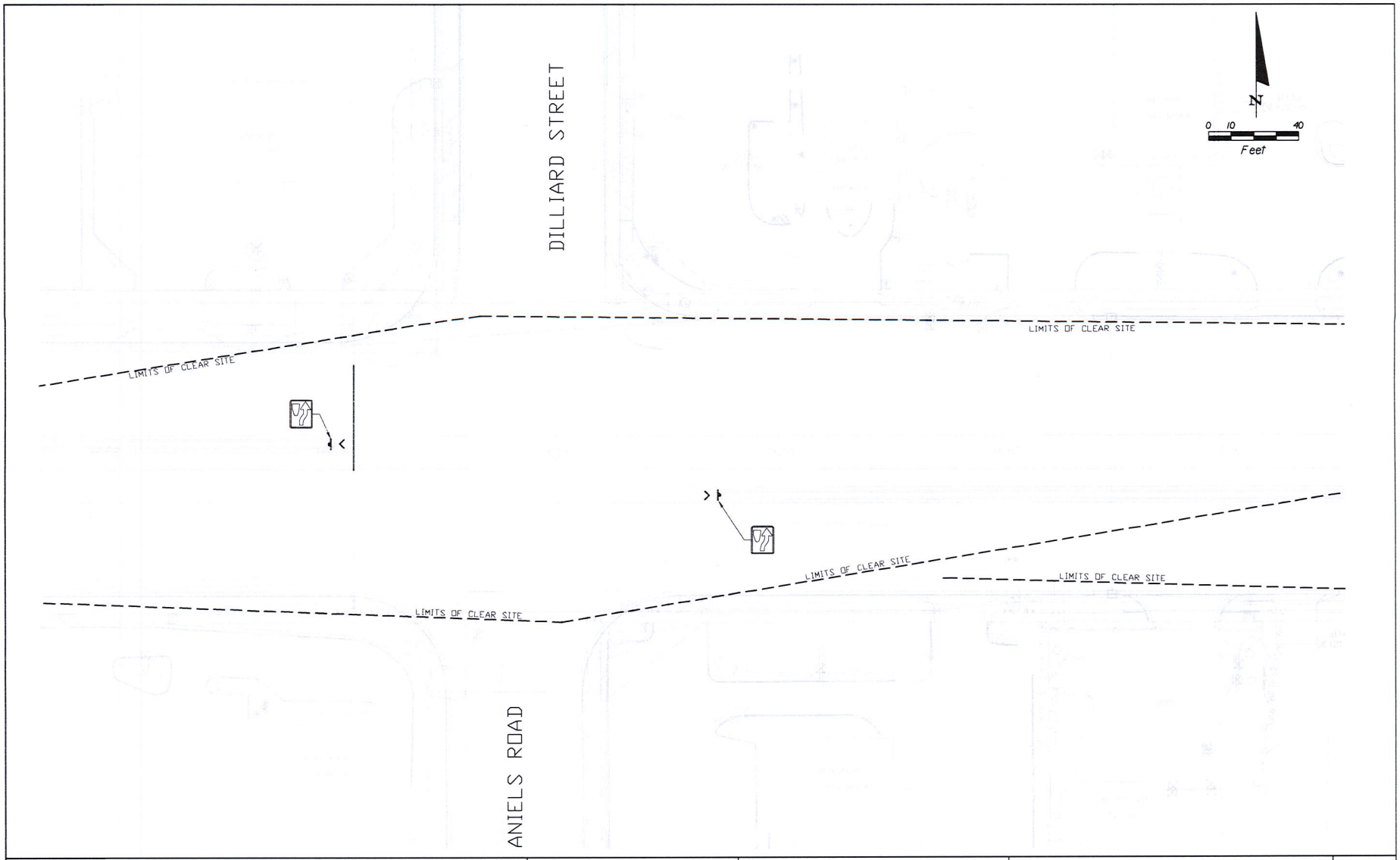
EXISTING SIGNS TO BE REMOVED

EXHIBIT “C”

NEW DIGITAL BILLBOARD

EXHIBIT “D”

LANDSCAPE PLAN



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
07.07.14		FDOT REVIEW			

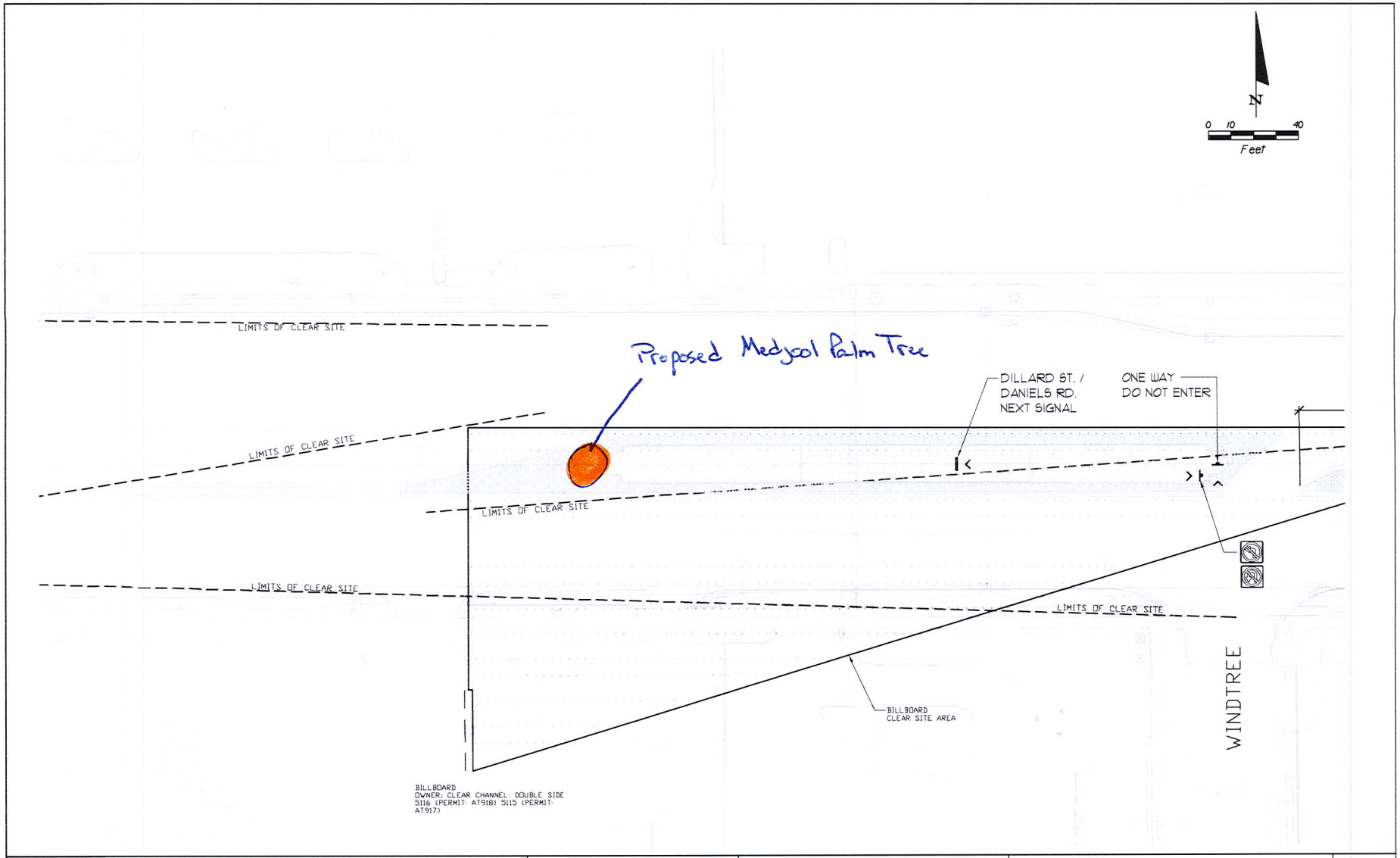
120 West Robinson Street
Orlando, Florida 32801-1617
Phone (407) 648-2225
Fax (407) 648-0175
CONANT & ASSOCIATES

CITY OF WINTER GARDEN
PUBLIC WORKS DEPARTMENT

ROAD No.	COUNTY	FINANCIAL PROJECT ID
S.R. 50	ORANGE	

S.R. 50
LANDSCAPE PLAN
STA. 1655+80 TO STA. 1661+40

SHEET NO.
LP-15



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
07.07.14		FDOT REVIEW			

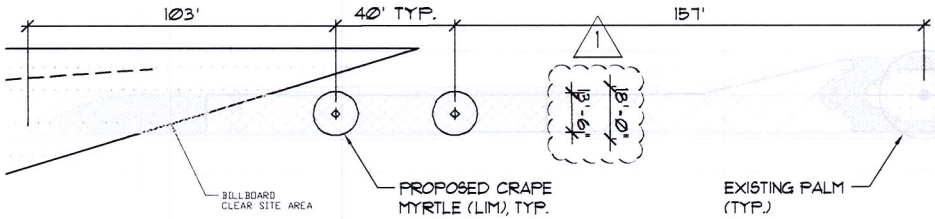
120 West Robinson Street
Orlando, Florida 32801-1617
Phone (407) 648-2225
Fax (407) 648-0175
CONANT & ASSOCIATES

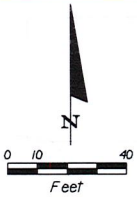
CITY OF WINTER GARDEN
PUBLIC WORKS DEPARTMENT

ROAD No.	COUNTY	FINANCIAL PROJECT ID
S.R. 50	ORANGE	

S.R. 50
LANDSCAPE PLAN
STA. 1661+40 TO STA. 1667+00

SHEET NO.
LP-16





REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
07.07.14		FDOT REVIEW			
09.08.14		1 REV. PER FDOT COMMENTS			

120 West Robinson Street
Orlando, Florida 32801-1617
Phone (407) 648-2225
Fax (407) 648-0175
CONANT & ASSOCIATES

CITY OF WINTER GARDEN
PUBLIC WORKS DEPARTMENT

ROAD No.	COUNTY	FINANCIAL PROJECT ID
S.R. 50	ORANGE	

S.R. 50
LANDSCAPE PLAN
STA. 1667+00 TO STA. 1672+60

SHEET NO.
LP-17

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 2, 2015 **Meeting Date:** December 10, 2015

Subject: **Billboard Relocation and Reconstruction – Special Exception**

Issue: Clear Channel Outdoor, Inc. is requesting this Special Exception to build a new digital billboard consistent with the relocation and reconstruction requirements. The City Code requires they enter into a replication agreement with the City and submit for a Special Exception.

Discussion:

Clear Channel desires to remove two existing double-faced billboard signs located at 35 S Dillard St, Winter Garden, FL 34787, and 13394 W Colonial Drive, Winter Garden, FL 34787, respectively (collectively, the "Existing Signs"), and to construct a new double-faced digital billboard on a property owned or controlled by Clear Channel located at 13394 W Colonial Drive.

Recommended Action:

Staff recommends approval of the Special Exception subject to the conditions of the staff report and the relocation and reconstruction agreement.

Attachment(s)/References:

Staff Report

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

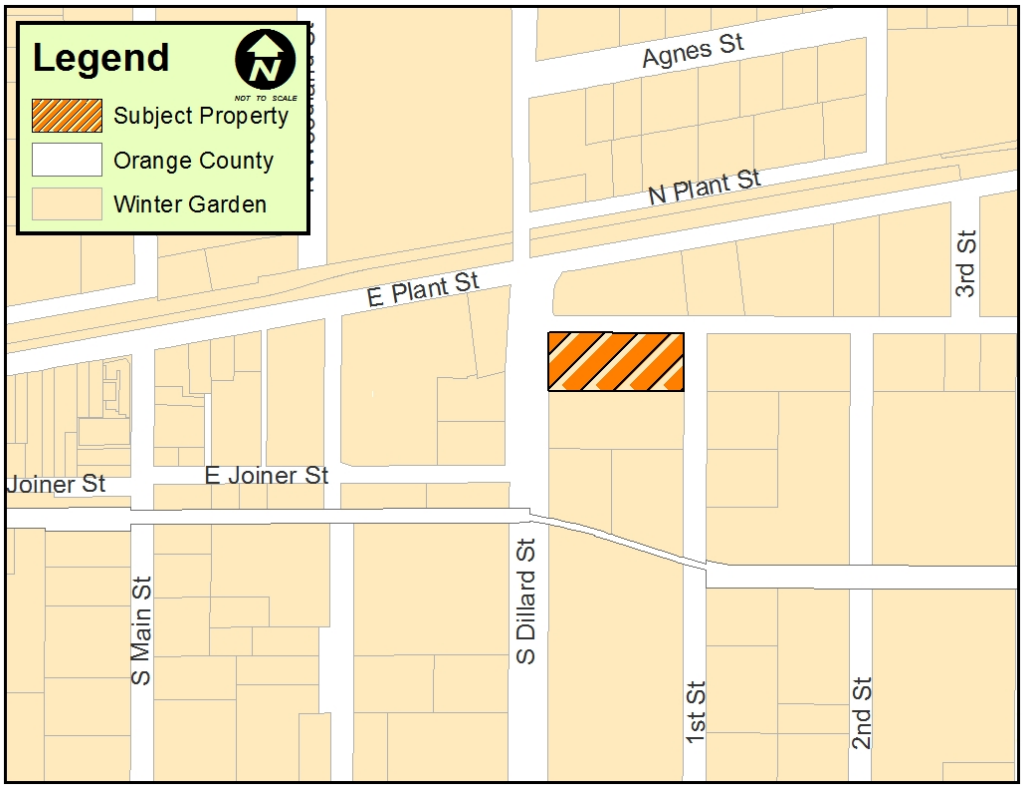
TO: CITY COMMISSION
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
DATE: DECEMBER 3, 2015
SUBJECT: SPECIAL EXCEPTION PERMIT
35 South Dillard (Billboard Removal) & 13394 West Colonial Drive (Digital Billboard Replacement)
PARCEL ID # 23-22-27-8816-01-010
PARCEL ID # 12-22-27-6496-28-004

APPLICANT: Clear Channel Outdoor, Inc.

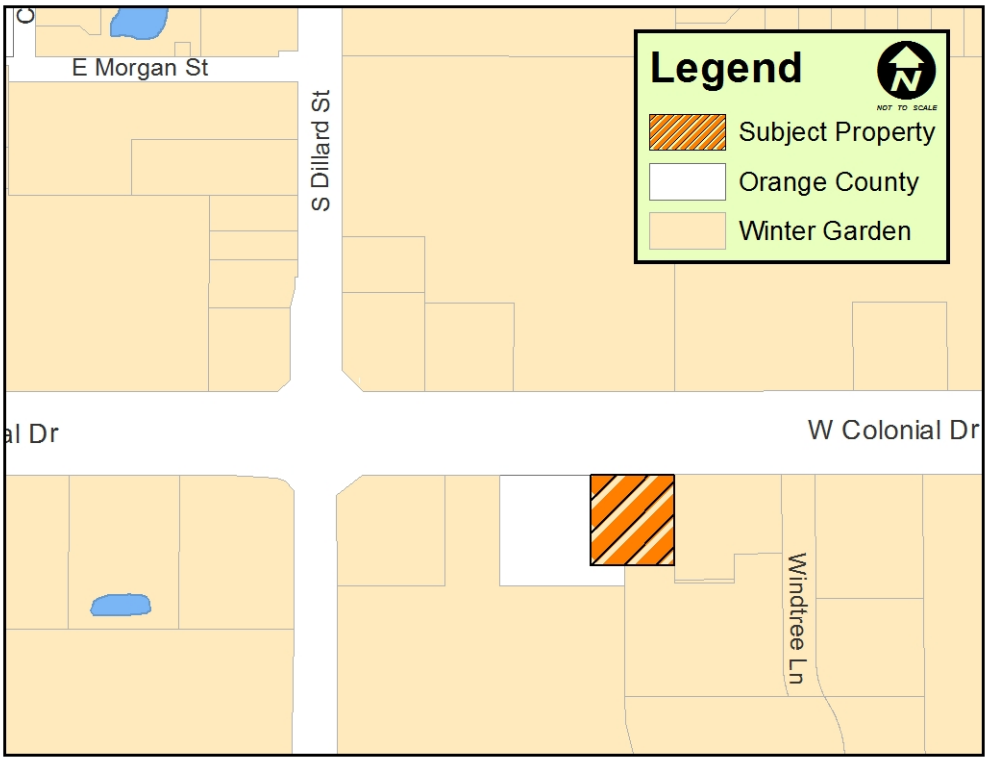
INTRODUCTION

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

The subject property where the billboards are being removed is located at 35 South Dillard Street. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The subject property where another billboard will be removed and the replacement digital billboard is proposed to be constructed is located at 13394 West Colonial Drive. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



While new billboards are prohibited, Section 102-92(4) of the City Code states that the city commission shall have the authority to grant a special exception to this subsection subject to the requirements of section 102-94 and sections 118-96 through 118-102 in those instances where at least two existing legally nonconforming billboard signs are being eliminated and being replaced with a single billboard sign or a single digital billboard that the city commission finds less obtrusive, improves the aesthetic character of the city, provides other benefits to the city, and is placed in a more desirable location. This proposal removes two billboards near downtown and replace an existing billboard on a State Highway with a modern digital billboard.

This request is for a Special Exception Permit to allow removal of two existing double-faced billboard signs located at 35 S Dillard St, Winter Garden, FL 34787, and 13394 W Colonial Drive, Winter Garden, FL 34787, respectively (collectively, the "Existing Signs"), and to construct a new double-faced digital billboard on a property owned or controlled by Clear Channel located at 13394 W Colonial Drive.

EXISTING/PROPOSED USE

The property at 35 South Dillard Street currently contains two double-faced non-conforming billboards and a retail shop. The property located at 13394 West Colonial Drive currently contains one double-faced billboard and a restaurant. The owner of the signs (Clear Channel Outdoor, Inc.) is requesting this special exception to allow the removal of all three existing signs and construction of a new 378 square foot digital billboard at 13394 West Colonial Drive.

Section 102-94 of the City Code has provisions that encourage the removal of non-confroming

signs and having the owners enter into a relocation and reconstruction agreement to eliminate billboards and replace some of them with a digital billboard that is designed to protect the public health, safety, and welfare, install the digital billboard in a desirable location that is less obtrusive, improves or protects the aesthetic character of the city, protects or improves highway safety, thereby enhancing the removal and replacement locations.

This section, along with the relocation and reconstruction agreement provide that: i) the billboard construction and removal must occur within a specified time period; ii) details regarding the elimination and removal of the billboards and billboard sign structures; iii) mechanisms to ensure that the removed billboards cannot be re-erected or replaced; and iv) recitation of provisions of the proposed relocation agreement showing that the City may utilize the digital billboard from time-to-time, etc. All of these requirments are in the proposed relocation and reconstruction agreement and are a condition of this Special Exception.

Section 118-96 through 118-102 has specific Special Exception criteria including: such use is compatible to surrounding uses, will not create traffic hazards or parking problems, or does not deviate from the terms of this chapter. The proposed digital billboard is replacing an existing billboard with a new digital billboard that will not create any traffic hazards, parking problems, or will it deviate from Chapter 118 as it will be installed in the same location as the existing structure.

Section 118-100 of the City Code also looks at "the effect of the special exception use on surrounding uses" which would certainly include the character, zoning, aesthetics, traffic, neighboring or proximate businesses/residences, etc. of the location where the digital billboard is to be placed. As previously stated, staff believes that with the relocation and reconstruction agreement, and with the proper building permits, the proposed digital billboard meets the criteria for Special Exceptions. In addition, the existing non-conforming billboards located at 35 South Dillard Street cannot be replaced.

ADJACENT LAND USE AND ZONING (13394 West Colonial Drive)

The property located to the west of the subject property is an Orange County enclave that is developed with an auto repair shop. It's zoned C-2 and has a Future Land Use Designation of Commercial.

The property located to the north of the subject property is within the City of Winter Garden and developed with a commercial shopping center. It's zoned C-2, located within the West State Road 50 Overlay, and has a Future Land Use Designation of Commercial.

The property located to the east of the subject property is within the City of Winter Garden and developed with a fast food restaurant. It's zoned C-2, located within the West State Road 50 Overlay, and has a Future Land Use Designation of Commercial.

The property located to the south of the subject property is within the City of Winter Garden and developed with an office condominium complex. It's zoned C-2 and has a Future Land Use Designation of Commercial.

SUMMARY

City Staff recommends approval of the proposed special exception permit to allow the removal of the non-conforming billboards located at 35 South Dillard Street and 13394 West Colonial Drive and replacing the billboard at 13394 West Colonial Drive with a new 378 square foot

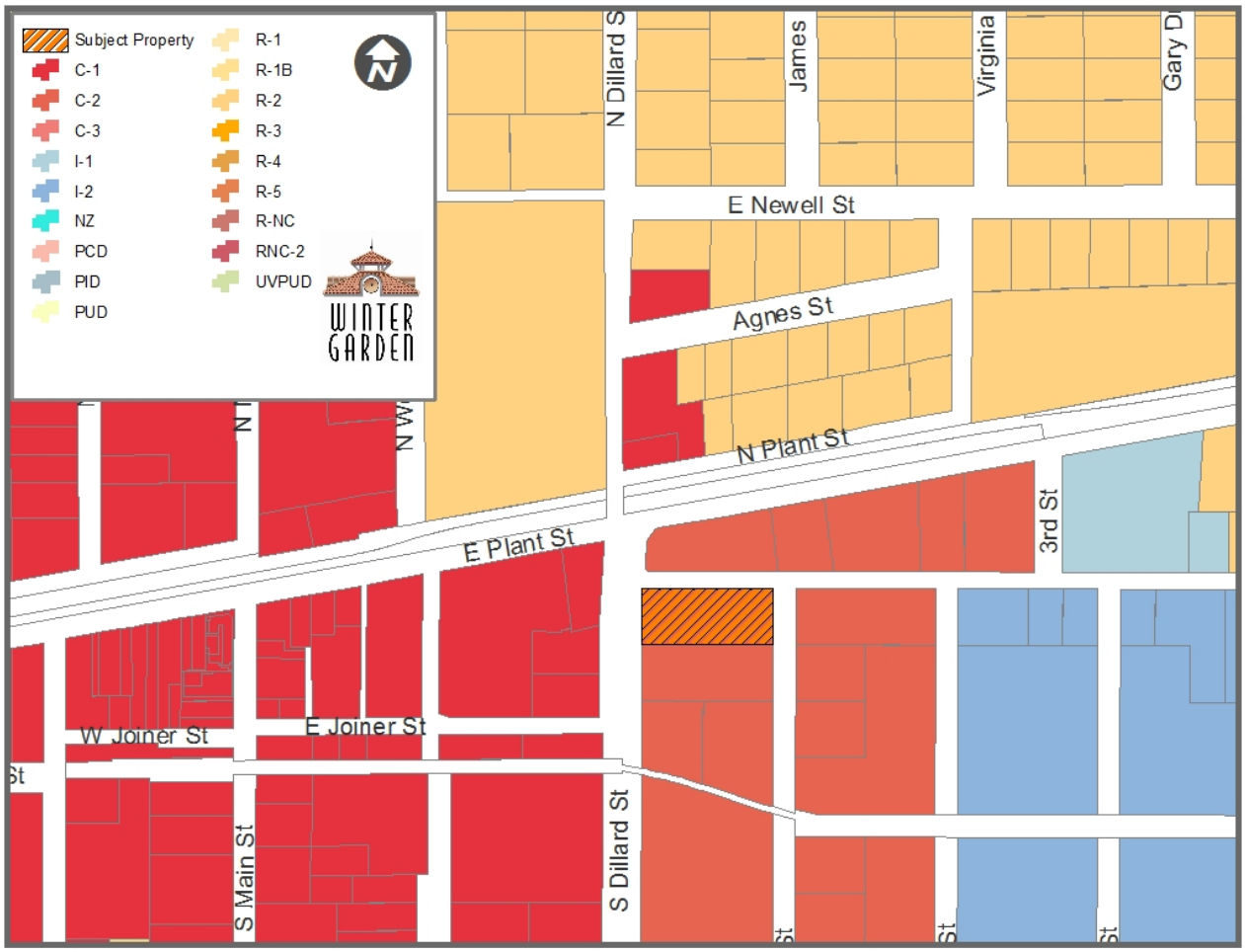
digital billboard subject to the following condition:

1. The special exception shall not become or be effective unless and until the relocation and reconstruction agreement approved by the City is fully executed by all parties, remains in full force and effect and is recorded in the public records of Orange County, Florida.

Aerial Map
<u>35 South Dillard Street</u>

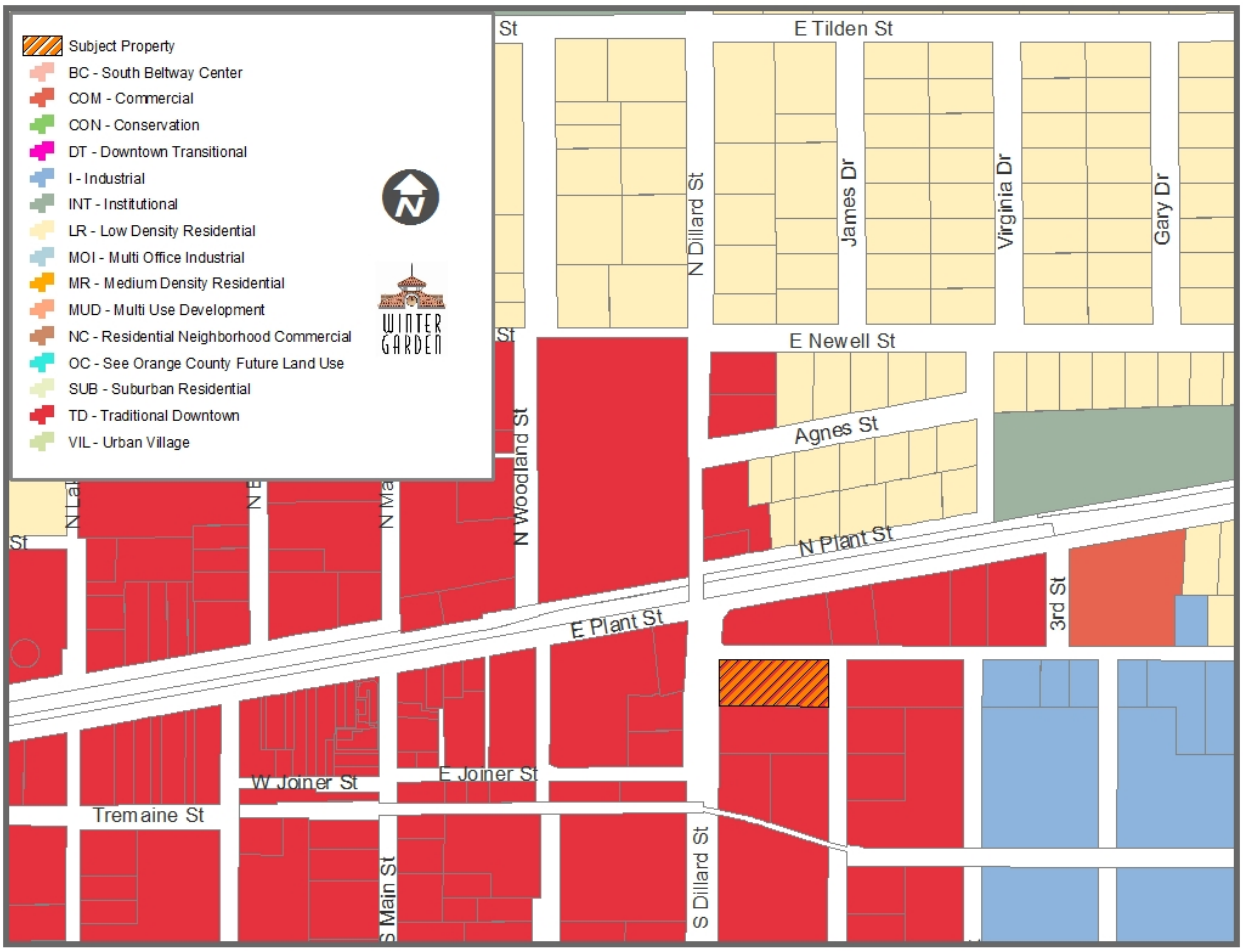
Aerial Map
<u>13394 West Colonial Drive</u>

Zoning Map
<u>35 South Dillard Street</u>



Zoning Map
<u>13394 West Colonial Drive</u>

Future Land Use Map
<u>35 South Dillard Street</u>



Future Land Use Map
<u>13394 West Colonial Drive</u>

Existing Signs
<u>35 South Dillard Street</u>

Looking South

Existing Signs
<u>35 South Dillard</u>

Looking North

Existing Sign
<u>13394 West Colonial Drive</u>

Looking East

Existing Sign
<u>13394 West Colonial Drive</u>

Looking West

Example Photo of Digital Billboard to be located at 13394 West Colonial Drive

END OF STAFF REPORT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: Mike Bollhoefer, City Manager

Date: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: Final Plat
Oakland Park Phase 4A
Lake Brim Drive (47.14+/- Acres)

Issue: Applicant is requesting to record the Final Plat of 100 single-family lots in the Oakland Park Phase 4A subdivision.

Discussion:

The applicant is developing a new phase of the Oakland Park subdivision with 100 single-family lots. The plat is consistent with the preliminary plat and the approved PUD.

Recommended action:

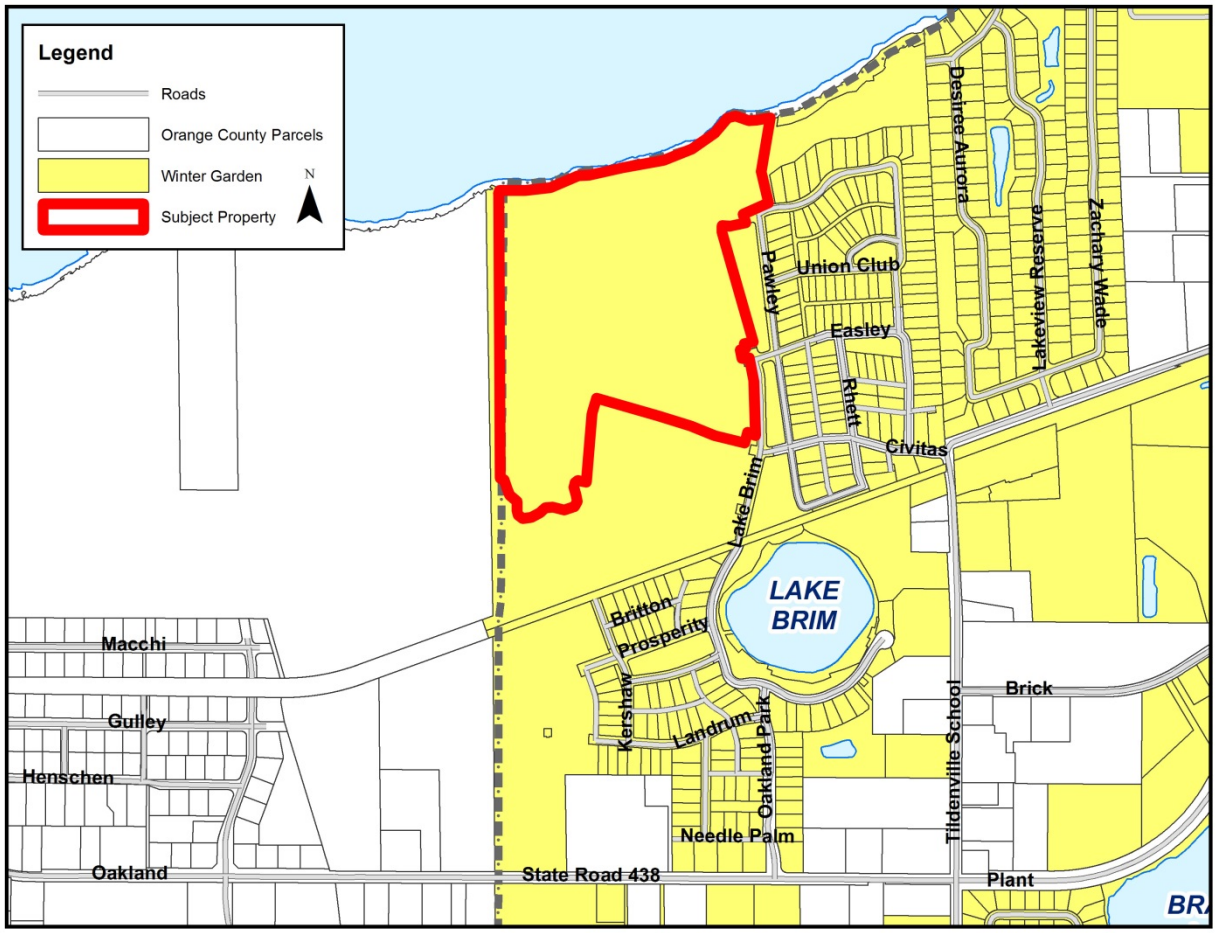
Staff recommends approval of the final plat.

Attachments/References:

Location Map
Final Plat

LOCATION MAP

OAKLAND PARK PHASE 4A



OAKLAND PARK UNIT 4A

THAT PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST AS BEING N89°46'43"W (ASSUMED).

2) AS INDICATED HEREON, THE DRAINAGE, UTILITY AND SIDEWALK ENCROACHMENT EASEMENT (DU&SEE) ALONG THE FRONT OF ALL LOTS AND TRACTS ABUTTING THE PUBLIC RIGHTS-OF-WAY ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND TO THE PERPETUAL USE OF THE PUBLIC. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS. NO UTILITIES, STRUCTURES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY OF WINTER GARDEN'S UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS WITHIN SAID EASEMENT AREAS. THE CITY'S EASEMENT RIGHTS SHALL BE SUPERIOR TO ALL OTHERS. OTHER UTILITY SERVICE PROVIDERS' USE OF SAID EASEMENTS FOR UTILITY PURPOSES SHALL BE SUBJECT TO THE CITY OF WINTER GARDEN'S ORDINANCES, RULES AND REGULATIONS CONCERNING THE USE OF PUBLICLY DEDICATED UTILITY EASEMENTS. THE FEE SIMPLE OWNER(S) OF THEIR RESPECTIVE LOTS OR TRACTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL ONLY BE RESPONSIBLE FOR MAINTENANCE OF SOD AND GROUND COVER WITHIN SUCH EASEMENT AREAS.

3) THE FOLLOWING TRACTS SHALL BE CONVEYED TO THE OAKLAND PARK ASSOCIATION, INC. (THE "ASSOCIATION") IN FEE SIMPLE BY SEPARATE DEED UPON THE RECORDING OF THIS PLAT, AND SHALL THEREAFTER BE MAINTAINED BY THE ASSOCIATION AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES FOR THE BENEFIT OF THE LOT OWNERS:

TRACTS 1 – 6 (ALLEY TRACTS)
TRACTS 10, 11, AND 22 (OPEN SPACE TRACTS)
TRACTS 16 AND 18 (OPEN SPACE/STORMWATER TRACTS)
TRACT 19 (ARCHAEOLOGICAL SITE/OPEN SPACE TRACT)
TRACT 21 (UNION CLUB SPECIAL DISTRICT)

4) THIS PLAT CONSISTS OF LOTS 281–316, 344–407 AND TRACTS 1–6, 10–11, 16, 18–22. LOTS 1–280, 317–343 AND TRACTS 7–9, 12–15, AND 17 HAVE BEEN INTENTIONALLY OMITTED AND WILL APPEAR IN OTHER PHASES OF OAKLAND PARK.

5) TRACT A (PUBLIC RIGHT–OF–WAY) AND TRACT 20 (LIFT STATION TRACT) ARE TO BE CONVEYED TO THE CITY OF WINTER GARDEN IN FEE SIMPLE BY SEPARATE DEED UPON THE RECORDING OF THIS PLAT.

6) PURSUANT TO SECTION 177.091 (28), FLORIDA STATUTES, AS AMENDED; ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

7) THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK, AND THE ARTICLES OF INCORPORATION FOR THE OAKLAND PARK ASSOCIATION, INC., ALL OF THE FOREGOING OF WHICH ARE RECORDED IN OFFICIAL RECORDS BOOK 10236, PAGE 1901, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS SUPPLEMENTED AND/OR AMENDED (AS THE CASE MAY BE) BY (I) THAT CERTAIN FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10249, PAGE 0580, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (II) THAT CERTAIN SECOND SUPPLEMENT AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10761, PAGE 9309, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (III) THAT CERTAIN THIRD SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10872, PAGE 1998, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (IV) THAT CERTAIN FOURTH SUPPLEMENT AND SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 11066, PAGE 605, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND (V) THAT CERTAIN FIFTH SUPPLEMENT AND THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

8) THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. OAKLAND PARK ASSOCIATION, INC.) REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 1–6 (ALLEY), TRACTS 10, 11 AND 22 (OPEN SPACE), TRACTS 16 AND 18 (OPEN SPACE/STORMWATER), TRACT 19 (ARCHAEOLOGICAL SITE/OPEN SPACE) AND TRACT 21 (UNION CLUB SPECIAL DISTRICT) AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE ASSOCIATION, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION, AND THE DEDICATIONS, RESTRICTIONS, AND RESERVATIONS, AS SET FORTH ON THIS PLAT. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.

9) THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 1–6 (ALLEY), TRACTS 10, 11, 22 (OPEN SPACE), TRACTS 16 AND 18 (OPEN SPACE/STORMWATER), TRACT 19 (ARCHAEOLOGICAL SITE/OPEN SPACE) AND TRACT 21 (UNION CLUB SPECIAL DISTRICT) AND THE IMPROVEMENTS THEREON. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN. IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 1–6 (ALLEY), TRACTS 10, 11, 22 (OPEN SPACE), TRACTS 16 AND 18 (OPEN SPACE/STORMWATER), TRACT 19 (ARCHAEOLOGICAL SITE/OPEN SPACE) AND TRACT 21 (UNION CLUB SPECIAL DISTRICT) AND THE IMPROVEMENTS THEREON.

10) THE ASSOCIATION, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS, OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE ASSOCIATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.

11) THE DRAINAGE EASEMENT PORTION OF THE NON–EXCLUSIVE DRAINAGE AND UTILITY EASEMENTS (D&UE) DEPICTED ALONG THE INTERIOR, SIDE AND REAR LOT LINES OF THIS PLAT ARE PRIVATE AND ARE HEREBY DEDICATED TO THE ASSOCIATION. THE FEE SIMPLE OWNERS OF THEIR RESPECTIVE LOTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENT AREAS, AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SWALES AND DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENT AREAS. THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE SOD AND GROUND COVER IN SUCH EASEMENT AREAS IN THE EVENT ANY OR ALL OF SUCH SOD AND GROUND COVER ARE NOT BEING PROPERLY MAINTAINED BY THE FEE SIMPLE OWNERS OF THE RESPECTIVE LOTS. ANY EASEMENT DEDICATED TO THE ASSOCIATION BY THIS PLAT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY OF WINTER GARDEN.

12) THE UTILITY EASEMENT PORTION OF THE NON–EXCLUSIVE DRAINAGE AND UTILITY EASEMENTS (D&UE) DEPICTED ALONG THE INTERIOR LOT LINES OF THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS

13) THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON–EXCLUSIVE EASEMENT OVER AND THROUGH TRACT 1 (ALLEY TRACT), TRACT 2 (ALLEY TRACT), TRACT 3 (ALLEY TRACT), TRACT 4 (ALLEY TRACT), TRACT 5 (ALLEY TRACT) AND TRACT 6 (ALLEY TRACT) AND ANY OTHER PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.

14) THE TEN FOOT (10') WIDE DRAINAGE AND WALL EASEMENT (D&WE) DEPICTED ALONG THE BACK OF LOTS 397–407, INCLUSIVE, ARE PRIVATE AND ARE HEREBY DEDICATED TO THE ASSOCIATION. THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENT AREAS, AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF ANY WALLS, SWALES AND DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENT AREA.

15) TRACTS 18 (OPEN SPACE/STORMWATER TRACT) AND 19 (ARCHEOLOGICAL SITE/OPEN SPACE TRACT) SHALL BE MAINTAINED IN PERPETUITY IN THEIR NATURAL CONDITION WITHOUT RIGHT OF DEVELOPMENT, EXCAVATION, DREDGING OR FILL AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN DEED OF CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 11009, PAGE 3014, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA ("CONSERVATION EASEMENT"). ADDITIONALLY, A CONSERVATION EASEMENT OVER TRACTS 18 AND 19 IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN GIVING THE CITY THE RIGHT TO ENFORCE THE FOREGOING RESTRICTION, INCLUDING THE TERMS AND CONDITIONS OF THE AFORESAID CONSERVATION EASEMENT IN THE SAME MANNER AS THE GRANTEE THEREUNDER.

15) TRACT 19 (ARCHEOLOGICAL SITE/OPEN SPACE TRACT) SHALL REMAIN UNDEVELOPABLE OPEN SPACE AND MAY ONLY BE USED FOR PASSIVE RECREATIONAL USES. NO SUBSURFACE EXCAVATION SHALL TAKE PLACE WITHIN TRACT 19.

NOTES: (CONTINUED)

16) THE APPROXIMATE LOCATION OF THE NORMAL HIGH WATER ELEVATION (NHWE) OF 68.0 FEET (NGVD 29) SHOWN HEREON WAS ESTABLISHED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON LAKE APOPKA PER ORANGE COUNTY LAKE INDEX (REVISED 3/1999). THE NHWE IS NOT THE SAME AS THE ORDINARY HIGH WATER LINE (OHWL) AND IS USED LOCALLY WITHIN ORANGE COUNTY, FLORIDA, BY LOCAL GOVERNMENTAL AGENCIES FOR ENGINEERING DESIGN PURPOSES.

17) THE "ORDINARY HIGH WATER LINE" LOCATION HAS NOT BEEN DETERMINED FOR LAKE APOPKA. THE STATE OF FLORIDA MAY HAVE CLAIM OF TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE OF LAKE APOPKA.

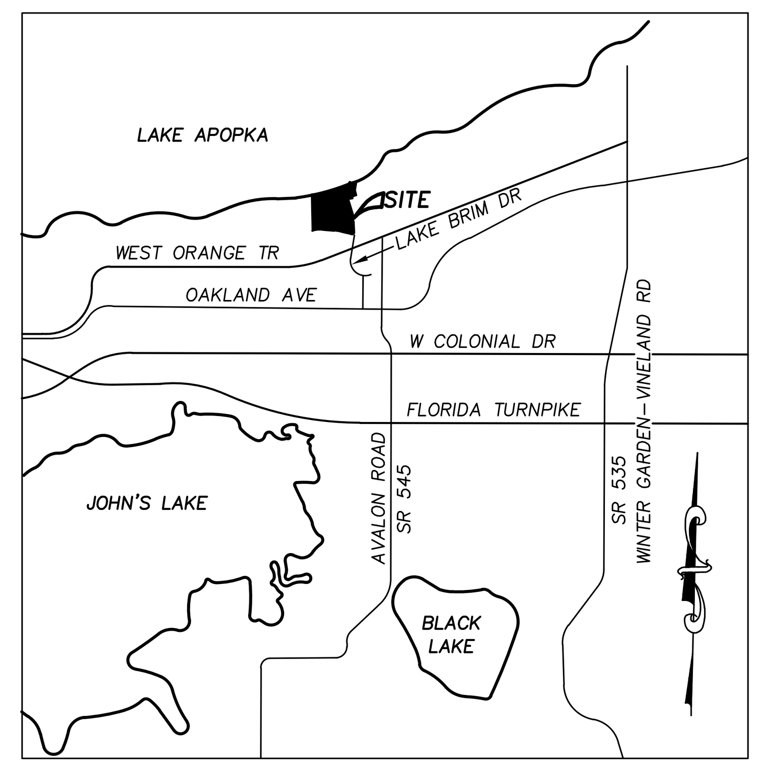
18) ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY BENCHMARK TP–B890, ELEVATION 116.040 BEING A FOUND RAILROAD SPIKE IN POWER POLE 1R12CC–517; .+/– 145' NORTH OF THE CENTERLINE OF BRICK ROAD AND +/– 19' WEST OF THE CENTERLINE OF TILDENVILLE SCHOOL ROAD (NGVD 29 PER ORANGE COUNTY ENGINEERING DEPARTMENT).

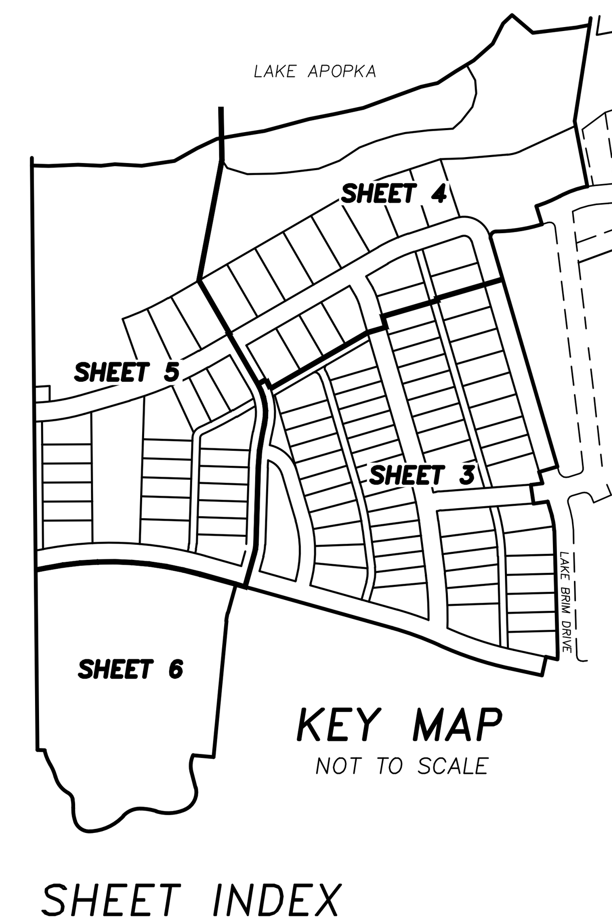
19) THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN A NON–EXCLUSIVE STORMWATER DRAINAGE EASEMENT OVER AND THROUGH THE STORMWATER RETENTION AREAS OF TRACT 16 (OPEN SPACE/STORMWATER TRACT) AND TRACT 18 (OPEN SPACE/STORMWATER TRACT) FOR THE BENEFIT OF TRACT A (PUBLIC RIGHT–OF–WAY)

20) ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED AS (NR), NON–RADIAL.

VICINITY MAP

NOT TO SCALE





KEY MAP

NOT TO SCALE

SHEET INDEX

SHEET 1 OF 6 – LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 6 – BOUNDARY INFORMATION
SHEET 3 THROUGH 6 OF 6 – GEOMETRY

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BISHMAN
Surveying & Mapping, Inc.

32 W. PLANT STREET
WINTER GARDEN, FL 34787
Phone No. 407.905.8877
Fax No. 407.905.6232

CERTIFICATE OF AUTHORIZATION
LB 7274

DESCRIPTION:

THAT PART OF THE SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEAST CORNER OF TRACT F2, ALSO BEING LAKE BRIM DRIVE, AT A POINT ON THE WEST LINE OF TRACT B1 OF OAKLAND PARK UNIT 1A, AS RECORDED IN PLAT BOOK 70, PAGES 33 THROUGH 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S73°42'09"W ALONG THE NORTH LINE OF SAID LAKE BRIM DRIVE, 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BRIM DRIVE, BEING THE WEST LINE OF AFORESAID OAKLAND PARK UNIT 1A; THENCE RUN THE FOLLOWING NINE (9) COURSES ALONG SAID WEST LINE, S16°17'51"E, 30.70 FEET; THENCE RUN S81°50'46"W, 30.84 FEET; THENCE RUN S08°09'14"E, 50.00 FEET; THENCE RUN N81°50'46"E, 38.00 FEET; THENCE RUN S16°17'51"E, 39.15 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°43'40", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 38.56 FEET, A CHORD BEARING OF S08°56'02"E AND A CHORD DISTANCE OF 38.45 FEET; THENCE RUN S01°34'12"E, 320.90 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 05°55'14", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 18.08 FEET, A CHORD BEARING OF S01°23'26"W AND A CHORD DISTANCE OF 18.08 FEET TO A POINT OF NON–TANGENCY; THENCE RUN N77°40'54"W, 30.70 FEET; THENCE RUN S12°19'06"W, 50.00 FEET; THENCE DEPARTING SAID WEST LINE OF OAKLAND PARK UNIT 1A RUN N77°40'54"W, 88.56 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 11°59'27", A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 193.58 FEET, A CHORD BEARING OF N71°41'11"W AND A CHORD DISTANCE OF 193.23 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 08°38'19", A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 131.92 FEET, A CHORD BEARING OF N70°00'37"W AND A CHORD DISTANCE OF 131.80 FEET; THENCE RUN N74°19'46"W, 426.05 FEET; THENCE RUN S15°40'14"W, 77.80 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10°17'35", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 22.46 FEET, A CHORD BEARING OF S10°31'26"W AND A CHORD DISTANCE OF 22.43 FEET; THENCE RUN S05°22'39"W, 358.86 FEET; THENCE RUN N84°37'21"W, 53.67 FEET TO A NON–TANGENT CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 38°46'38", A RADIUS OF 66.64 FEET, AN ARC LENGTH OF 45.10 FEET, A CHORD BEARING OF S05°52'59"W AND A CHORD DISTANCE OF 44.24 FEET; THENCE RUN S14°36'15"E, 42.81 FEET TO A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 80°30'35", A RADIUS OF 49.55 FEET, AN ARC LENGTH OF 69.62 FEET, A CHORD BEARING OF S25°39'12"W AND A CHORD DISTANCE OF 64.03 FEET TO A COMPOUND CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41°10'04", A RADIUS OF 107.67 FEET, AN ARC LENGTH OF 77.36 FEET, A CHORD BEARING OF S86°29'31"W AND A CHORD DISTANCE OF 75.71 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°41'49", A RADIUS OF 151.41 FEET, AN ARC LENGTH OF 41.48 FEET, A CHORD BEARING OF N80°46'21"W AND A CHORD DISTANCE OF 41.35 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°17'58", A RADIUS OF 60.10 FEET, AN ARC LENGTH OF 50.66 FEET, A CHORD BEARING OF S67°13'45"W AND A CHORD DISTANCE OF 49.18 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 44°49'57", A RADIUS OF 126.98 FEET, AN ARC LENGTH OF 99.36 FEET, A CHORD BEARING OF S65°29'44"W AND A CHORD DISTANCE OF 96.84 FEET TO A COMPOUND CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 71°50'32", A RADIUS OF 39.60 FEET, AN ARC LENGTH OF 49.66 FEET, A CHORD BEARING OF N56°10'01"W AND A CHORD DISTANCE OF 46.47 FEET TO A COMPOUND CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 24°01'21", A RADIUS OF 87.23 FEET, AN ARC LENGTH OF 36.57 FEET, A CHORD BEARING OF N08°14'05"W AND A CHORD DISTANCE OF 36.31 FEET TO A REVERSE CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°56'13", A RADIUS OF 80.96 FEET, AN ARC LENGTH OF 22.52 FEET, A CHORD BEARING OF N04°11'31"W AND A CHORD DISTANCE OF 22.45 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°40'52", A RADIUS OF 25.39 FEET, AN ARC LENGTH OF 21.58 FEET, A CHORD BEARING OF N36°30'03"W AND A CHORD DISTANCE OF 20.93 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 46°33'32", A RADIUS OF 67.27 FEET, AN ARC LENGTH OF 54.66 FEET, A CHORD BEARING OF N37°33'43"W AND A CHORD DISTANCE OF 53.17 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17°11'22", A RADIUS OF 115.80 FEET, AN ARC LENGTH OF 34.74 FEET, A CHORD BEARING OF N22°52'38"W AND A CHORD DISTANCE OF 34.61 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19°17'44", A RADIUS OF 122.48 FEET, AN ARC LENGTH OF 41.25 FEET, A CHORD BEARING OF N21°49'27"W AND A CHORD DISTANCE OF 41.05 FEET TO A POINT OF NON–TANGENCY; THENCE RUN N88°13'09"W, 19.37 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF AFORESAID SAID SECTION 21; THENCE RUN N00°31'31"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4, 1558.3 FEET MORE OR LESS TO LAKE APOPKA; THENCE RUN NORTHEASTERLY ALONG SAID LAKE APOPKA, 1593 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF TRACT A OF AFORESAID OAKLAND PARK UNIT 1A; THENCE DEPARTING SAID LAKE APOPKA RUN S08°51'40" W ALONG SAID WEST LINE, 273 FEET MORE OR LESS TO A POINT LYING N11°07'18"W OF THE SOUTHWEST CORNER OF TRACT A LYING ON THE NORTH RIGHT OF WAY LINE OF UNION CLUB DRIVE; THENCE RUN S11°07'18"E ALONG SAID WESTERLY LINE, 175.48 FEET TO UNION CLUB DRIVE BEING A NON–TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°50'36", A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 77.31 FEET, A CHORD BEARING OF S70°20'14"W AND A CHORD DISTANCE OF 77.04 FEET TO A REVERSE CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10°35'53", A RADIUS OF 362.50 FEET, AN ARC LENGTH OF 67.05 FEET, A CHORD BEARING OF S67°12'53"W AND A CHORD DISTANCE OF 66.96 FEET; THENCE RUN S17°29'10"E, 50.00 FEET TO THE NORTH LINE OF AFORESAID TRACT B1 BEING A NON–TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°58'37", A RADIUS OF 412.50 FEET, AN ARC LENGTH OF 122.23 FEET, A CHORD BEARING OF S81°00'08"W AND A CHORD DISTANCE OF 121.78 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 105°47'18", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 27.70 FEET, A CHORD BEARING OF S36°35'48"W AND A CHORD DISTANCE OF 23.93 FEET TO THE WEST LINE OF TRACT B1; THENCE RUN S16°17'51"E ALONG SAID WEST LINE, 623.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 47.14 ACRES MORE OR LESS LYING ABOVE THE ORDINARY HIGH WATER LINE OF LAKE APOPKA.

LEGEND

△	CENTRAL ANGLE	PC	POINT OF CURVATURE
R	RADIUS	PT	POINT OF TANGENCY
L	LENGTH	PI	POINT OF INTERSECTION
CH	CHORD	NT	NOT TANGENT
CB	CHORD BEARING	NR	NOT RADIAL
OR	OFFICIAL RECORDS BOOK	POB	POINT OF BEGINNING
DE	DRAINAGE EASEMENT	PG	PAGE
UE	UTILITY EASEMENT	PB	PLAT BOOK
D&UE	DRAINAGE & UTILITY EASEMENT	ORB	OFFICIAL RECORDS BOOK
DU&SEE	DRAINAGE, UTILITY & SIDEWALK ENCROACHMENT EASEMENT	PRC	POINT OF REVERSE CURVATURE
D&WE	DRAINAGE & WALL EASEMENT	PCC	POINT OF COMPOUND CURVEATURE
NGVD 1929	NATIONAL GEODETIC VERTICAL DATUM OF 1929	R/W	RIGHT–OF–WAY
		LB	LICENSED BUSINESS
		(TYP)	TYPICAL
		℄	CENTERLINE

⊡ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 68", UNLESS NOTED OTHERWISE.

■ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 7274", UNLESS NOTED OTHERWISE.

● DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A NAIL AND DISC STAMPED "PCP LB 68", UNLESS NOTED OTHERWISE.

◉ DENOTES SET PERMANENT REFERENCE POINT, A NAIL AND DISC STAMPED "PCP LB 7274", UNLESS NOTED OTHERWISE.

PLAT
BOOK PAGE

OAKLAND PARK UNIT 4A

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKE APOPKA 2012, LLC, a Delaware limited company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the easements, rights, uses and purposes therein expressed including as set forth in the plat notes, and dedicates, Tract A (Public Right of Way) and Tract 20 (Lift Station), and those Utility Easements (UE) and Drainage, Utility and Sidewalk Encroachment Easements (DU&SEE) shown hereon to the city of Winter Garden and to the perpetual use of the public.

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

Signed, sealed and delivered in the presence of

By: Lake Apopka 2012, LLC
a Delaware Limited Liability Company 227 West Trade Street, Suite 1000 Charlotte, North Carolina, 34786

____
Signature
Print Name: ____________________

By: ____________________
THOMAS D. CUNNINGHAM
VICE PRESIDENT

____
Signature
Print Name: ____________________

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _________ day of _______________ , 2015, by THOMAS D. CUNNINGHAM, as Vice President for LAKE APOPKA 2012, LLC., a Delaware Limited Liability Company.

He
☐ is personally known to me or
☐ has produced ____________________ as identification.

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

____
Signature of Person Taking Acknowledgment

Print Name: ____________________
Notary Public
Serial No. (if any) ____________________
My Commission Expires:

CERTIFICATE OF APPROVAL BY MUNICIPALITY

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

____
Mayor

Attest: ____________________
City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

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

BISHMAN SURVEYING AND MAPPING, INC.
Certificate of Authorization Number LB 7274
32 W. Plant Street, Winter Garden, FL 34787

Date: ____________________ BY: ____________________
Aron D. Bishman
Florida Registered Surveyor and Mapper
Certificate No. LS 5668

CERTIFICATE OF REVIEW BY CITY SURVEYOR

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

____
City Surveyor Date

____________________ ____________
Printed name: LS number

CERTIFICATE OF COUNTY COMPTROLLER

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

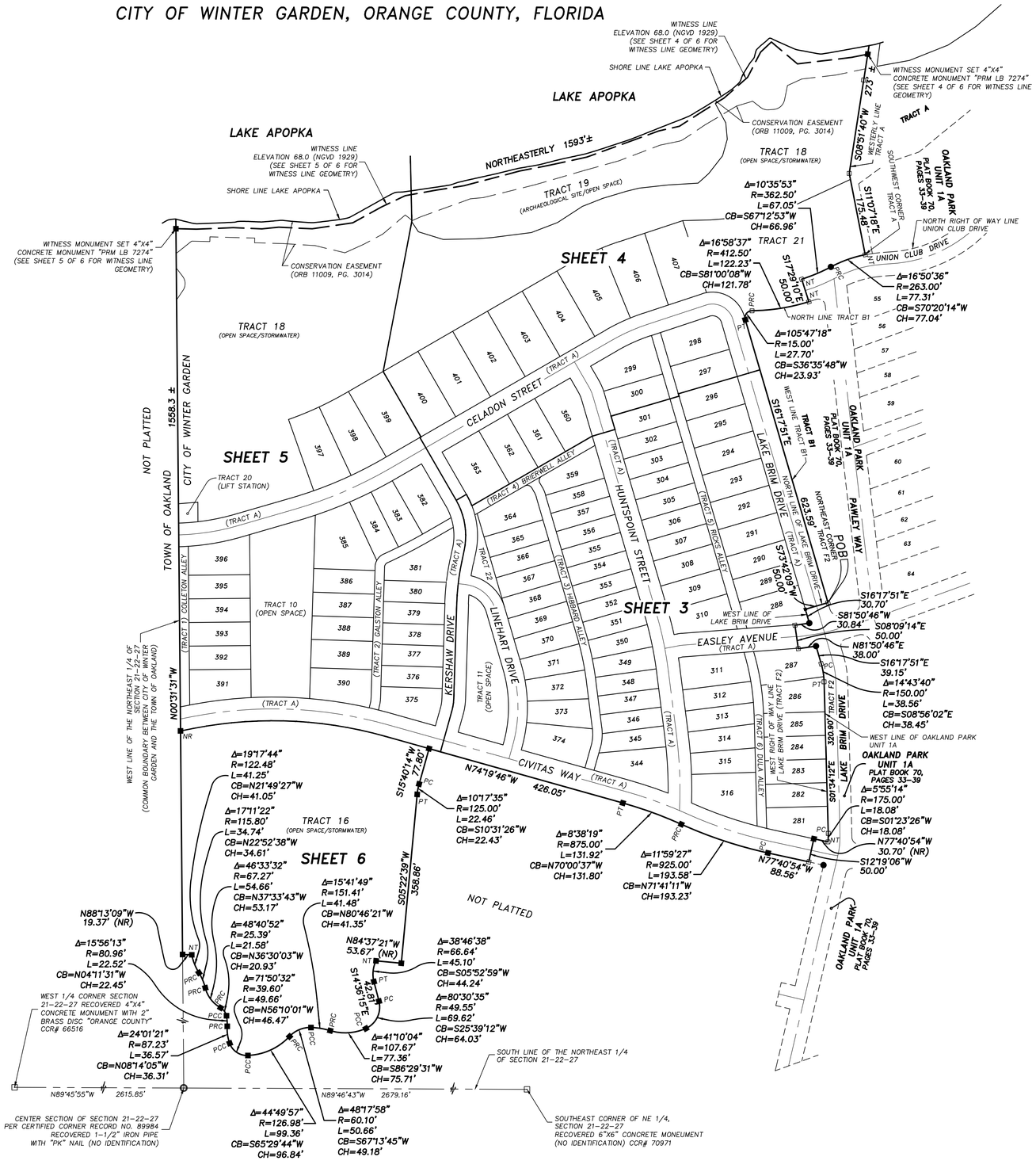
County Comptroller in and for Orange County, Florida

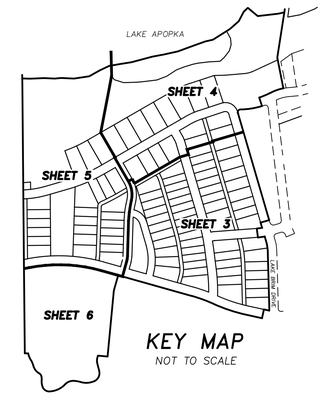
By: ____________________

OAKLAND PARK UNIT 4A

THAT PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK PAGE





KEY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1 OF 6 – LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 6 – BOUNDARY INFORMATION
SHEET 3 THROUGH 6 OF 6 – GEOMETRY

GRAPHIC SCALE

120 0 60 120 240 480

(IN FEET)
1 inch = 120 ft.

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32 W. PLANT STREET
WINTER GARDEN, FL 34787
Phone No. 407.905.8877
Fax No. 407.905.8875
CERTIFICATE OF AUTHORIZATION LB 7274

OAKLAND PARK UNIT 4A

THAT PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST
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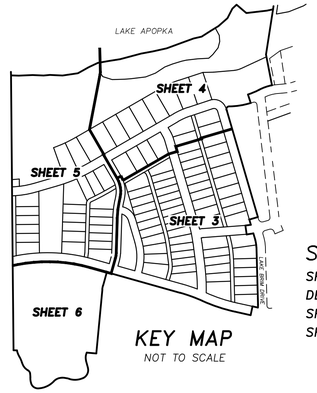

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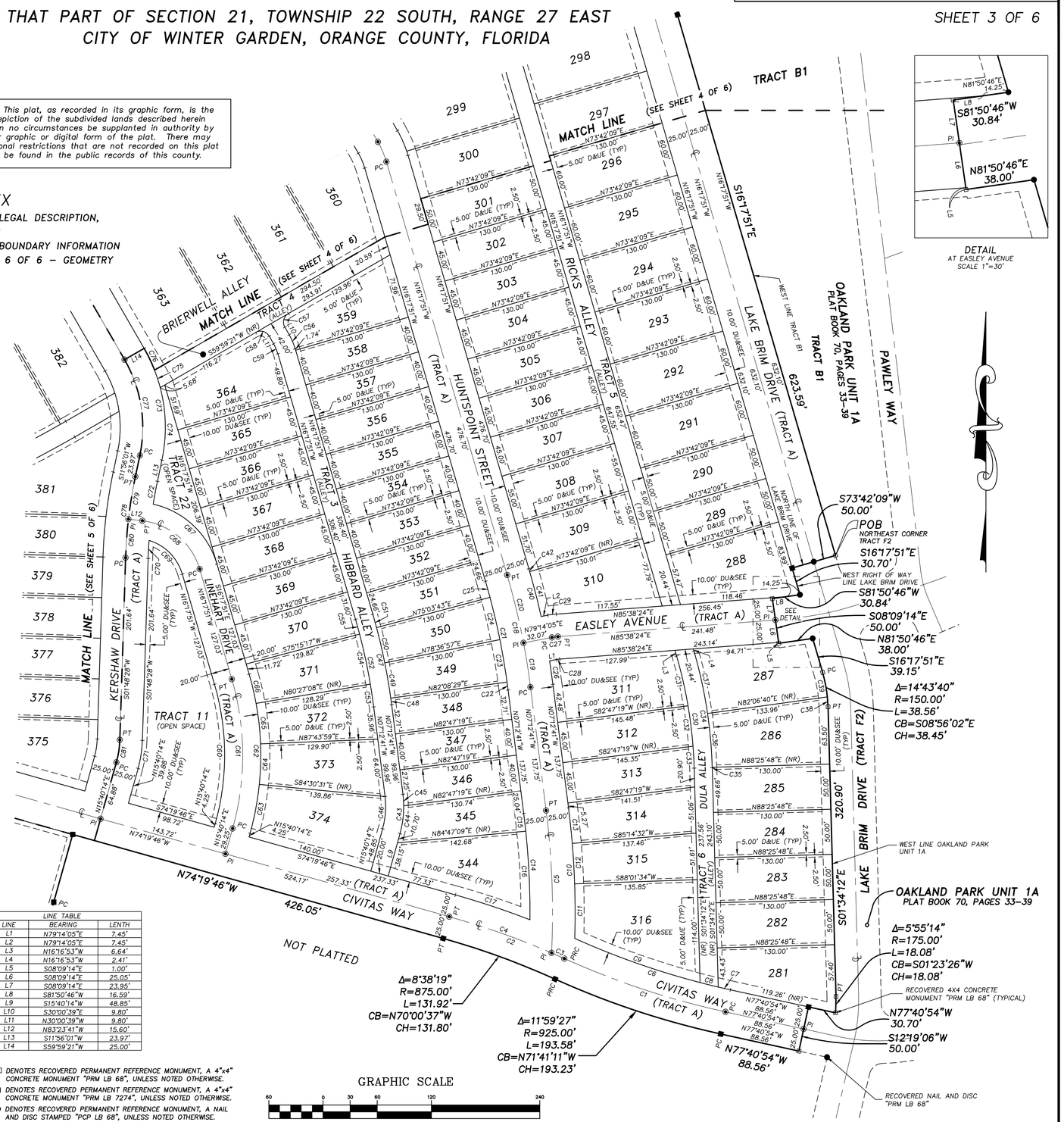
TRACT B1
(SEE SHEET 4 OF 6)
MATCH LINE
S16°17'51"E
623.59'
LAKE BRIM DRIVE (TRACT A)
OAKLAND PARK UNIT 1A
PLAT BOOK 70, PAGES 33-39
TRACT B1
PAWLEY WAY
WEST LINE TRACT B1
BRIERWELL ALLEY
TRACT 4 (ALLEY)
RICKS ALLEY
TRACT 5 (ALLEY)
HUNTSPOINT STREET (TRACT A)
TRACT 3 (ALLEY)
HIBBARD ALLEY
TRACT 22 (OPEN SPACE)
KERSHAW DRIVE (TRACT A)
LINEHART DRIVE (TRACT A)
TRACT 11 (OPEN SPACE)
EASLEY AVENUE (TRACT A)
DULA ALLEY
TRACT 6 (ALLEY)
CIVITAS WAY (TRACT A)
NOT PLATTED
N74°19'46"W 426.05'
S73°42'09"W 50.00'
POB
NORTHEAST CORNER TRACT F2
S16°17'51"E 30.70'
WEST RIGHT OF WAY LINE LAKE BRIM DRIVE
S81°50'46"W 30.84'
S08°09'14"E 50.00'
N81°50'46"E 38.00'
S16°17'51"E 39.15'
Δ=14°43'40"
R=150.00'
L=38.56'
CB=S08°56'02"E
CH=38.45'
LAKE BRIM DRIVE (TRACT F2)
320.90'
S01°34'12"E
WEST LINE OAKLAND PARK UNIT 1A
OAKLAND PARK UNIT 1A
PLAT BOOK 70, PAGES 33-39
Δ=5°55'14"
R=175.00'
L=18.08'
CB=S01°23'26"W
CH=18.08'
RECOVERED 4X4 CONCRETE MONUMENT "PRM LB 68" (TYPICAL)
N77°40'54"W 30.70'
S12°19'06"W 50.00'
N77°40'54"W 88.56'
RECOVERED NAIL AND DISC "PRM LB 68"
Δ=8°38'19"
R=875.00'
L=131.92'
CB=N70°00'37"W
CH=131.80'
Δ=11°59'27"
R=925.00'
L=193.58'
CB=N71°41'11"W
CH=193.23'
MATCH LINE (SEE SHEET 5 OF 6)
(SEE SHEET 4 OF 6)
S59°59'21"W (NR)
N74°19'46"W
S73°59'01"W
N15°40'14"E
S15°40'14"E
S74°19'46"E
S01°48'28"W
N16°17'51"W
N16°17'51"E
N16°17'51"W
N16°17'25"W
N16°17'51"E
N16°17'51"W
N16°17'51"W
N16°17'51"W

OAKLAND PARK UNIT 4A

THAT PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

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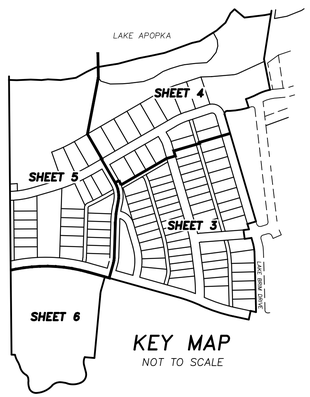

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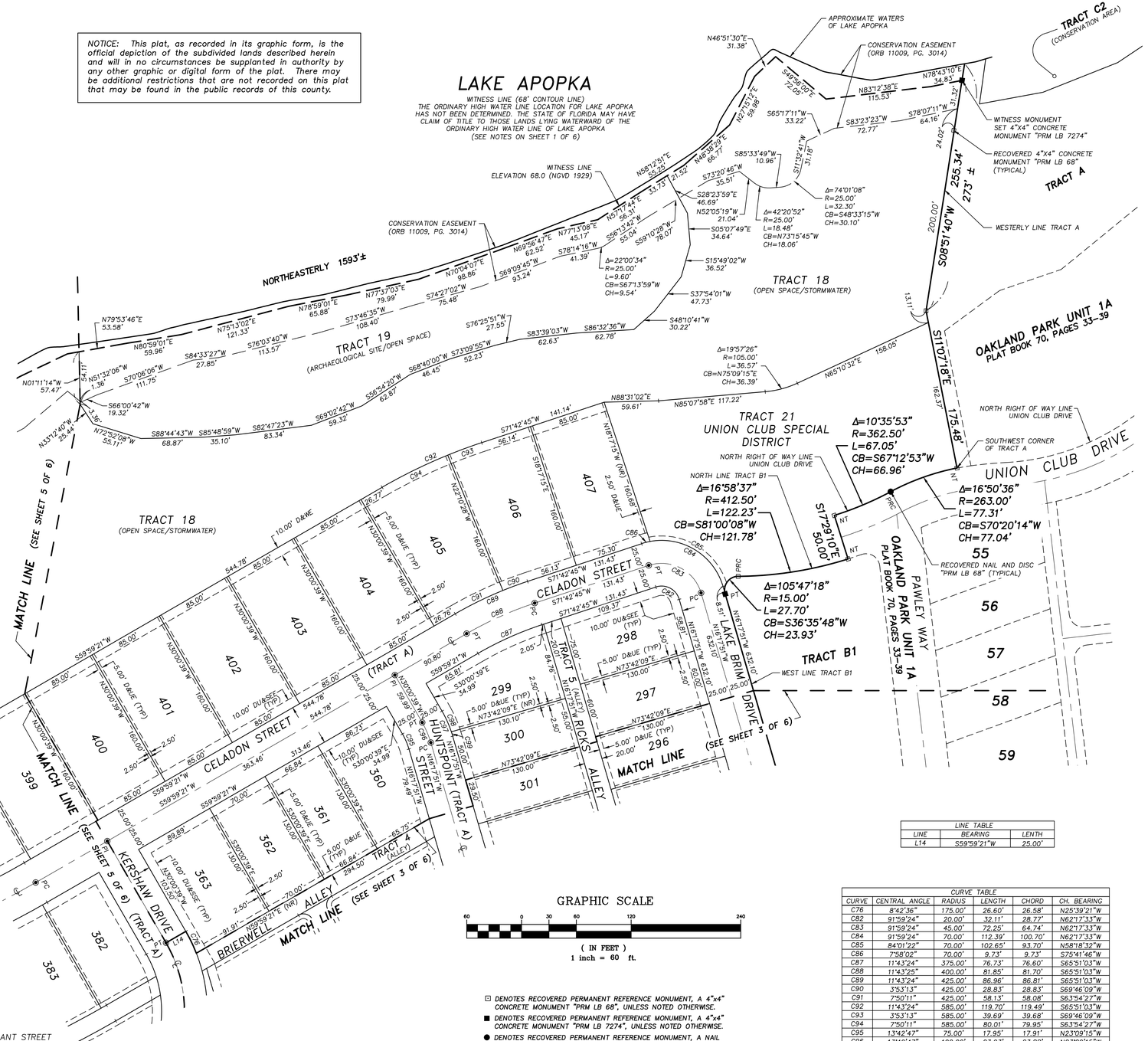

LINE TABLE		
LINE	BEARING	LENTH
L14	S59°59'21"W	25.00'

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CH. BEARING
C76	8°42'36"	175.00'	26.60'	26.58'	N25°39'21"W
C82	91°59'24"	20.00'	32.11'	28.77'	N62°17'33"W
C83	91°59'24"	45.00'	72.25'	64.74'	N62°17'33"W
C84	91°59'24"	70.00'	112.39'	100.70'	N62°17'33"W
C85	84°01'22"	70.00'	102.65'	93.70'	N58°18'32"W
C86	7°58'02"	70.00'	9.73'	9.73'	S75°41'46"W
C87	11°43'24"	375.00'	76.73'	76.60'	S65°51'03"W
C88	11°43'25"	400.00'	81.85'	81.70'	S65°51'03"W
C89	11°43'24"	425.00'	86.96'	86.81'	S65°51'03"W
C90	3°53'13"	425.00'	28.83'	28.83'	S69°46'09"W
C91	7°50'11"	425.00'	58.13'	58.08'	S63°54'27"W
C92	11°43'24"	585.00'	119.70'	119.49'	S65°51'03"W
C93	3°53'13"	585.00'	39.69'	39.68'	S69°46'09"W
C94	7°50'11"	585.00'	80.01'	79.95'	S63°54'27"W
C95	13°42'47"	75.00'	17.95'	17.91'	N23°09'15"W
C96	13°42'47"	100.00'	23.93'	23.88'	N23°09'15"W
C97	13°42'47"	125.00'	29.92'	29.85'	N23°09'15"W
C98	11°25'15"	125.00'	24.92'	24.87'	N24°18'02"W
C99	21°7'33"	125.00'	5.00'	5.00'	N17°26'38"W

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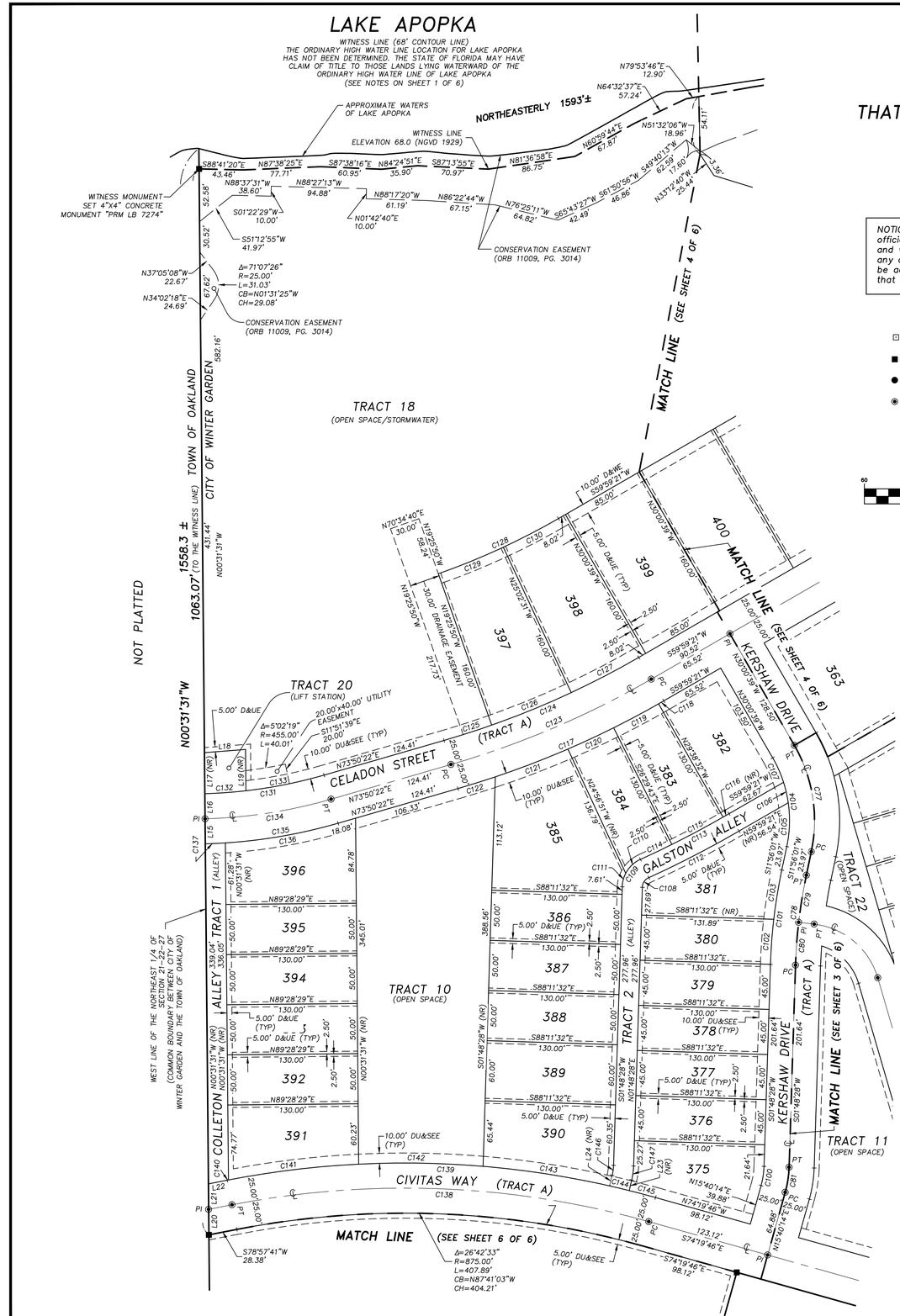
BISHMAN Surveying & Mapping, Inc.
CERTIFICATE OF AUTHORIZATION LB 7274
32 W. PLANT STREET
WINTER GARDEN, FL 34787
Phone No. 407.905.8877
Fax No. 407.905.8875

PLAT BOOK PAGE

OAKLAND PARK UNIT 4A

THAT PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



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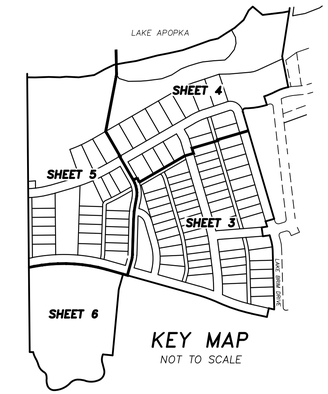
GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



KEY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1 OF 6 – LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 6 – BOUNDARY INFORMATION
SHEET 3 THROUGH 6 OF 6 – GEOMETRY

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CH. BEARING
C77	41°56'40"	150.00'	109.81'	107.37'	N09°02'19"W
C78	10°07'33"	512.00'	90.49'	90.37'	S06°52'14"W
C79	5°20'07"	512.00'	47.68'	47.66'	S09°15'57"W
C80	4°47'25"	512.00'	42.81'	42.80'	S04°12'10"W
C81	13°51'46"	105.00'	25.40'	25.34'	N08°44'21"E
C100	13°51'46"	80.00'	19.36'	19.31'	N08°44'21"E
C101	10°07'33"	537.00'	94.90'	94.78'	S06°52'14"W
C102	4°48'25"	537.00'	45.05'	45.04'	S04°12'40"W
C103	5°19'08"	537.00'	49.85'	49.83'	S09°16'27"W
C104	41°56'40"	125.00'	91.51'	89.48'	N09°02'19"W
C105	20°06'17"	125.00'	43.86'	43.64'	N01°52'52"E
C106	9°35'58"	125.00'	20.94'	20.92'	N12°58'16"W
C107	12°14'24"	125.00'	26.70'	26.65'	N23°53'27"W
C108	63°34'54"	11.00'	12.21'	11.59'	S33°35'55"W
C109	63°34'54"	31.00'	34.40'	32.66'	S33°35'55"W
C110	38°00'22"	31.00'	20.56'	20.19'	S46°23'11"W
C111	25°34'32"	31.00'	13.84'	13.72'	S14°35'44"W
C112	5°24'00"	1075.00'	101.32'	101.28'	N62°41'21"E
C113	5°24'00"	1055.00'	99.43'	99.40'	N62°41'21"E
C114	1°53'05"	1055.00'	34.70'	34.70'	N64°26'49"E
C115	3°08'49"	1055.00'	57.94'	57.94'	N61°55'52"E
C116	0°22'07"	1055.00'	6.79'	6.79'	N60°10'25"E
C117	13°51'01"	925.00'	223.60'	223.06'	N66°54'52"E
C118	0°22'07"	925.00'	5.95'	5.95'	N60°10'25"E
C119	3°08'49"	925.00'	50.80'	50.80'	N61°55'52"E
C120	3°07'01"	925.00'	50.32'	50.31'	N65°03'47"E
C121	4°48'08"	925.00'	77.53'	77.51'	N69°01'22"E
C122	2°24'57"	925.00'	39.00'	39.00'	N72°37'54"E
C123	13°51'01"	900.00'	217.56'	217.03'	N66°54'52"E
C124	13°51'01"	875.00'	211.52'	211.00'	N66°54'52"E
C125	3°16'12"	875.00'	49.94'	49.93'	N72°12'16"E
C126	5°36'41"	875.00'	85.69'	85.66'	N67°45'50"E
C127	4°58'08"	875.00'	75.88'	75.86'	N62°28'25"E
C128	10°34'49"	715.00'	132.03'	131.84'	N65°16'46"E
C129	5°36'41"	715.00'	70.02'	70.00'	N67°45'50"E
C130	4°58'08"	715.00'	62.01'	61.99'	N62°28'25"E
C131	14°33'40"	475.00'	120.72'	120.39'	N81°07'12"E
C132	4°57'24"	475.00'	41.09'	41.08'	N85°55'20"E
C133	9°36'16"	475.00'	79.62'	79.53'	N78°38'30"E
C134	14°36'53"	500.00'	127.54'	127.19'	N81°08'49"E
C135	14°39'48"	525.00'	134.36'	133.99'	N81°10'16"E
C136	12°28'45"	525.00'	114.35'	114.12'	N80°04'45"E
C137	2°11'03"	525.00'	20.01'	20.01'	N87°24'38"E
C138	26°42'33"	900.00'	419.55'	415.76'	N87°41'03"W
C139	26°42'33"	925.00'	431.20'	427.31'	N87°41'03"W
C140	0°04'37"	925.00'	1.24'	1.24'	S78°59'59"W
C141	8°06'34"	925.00'	130.92'	130.81'	S83°05'34"W
C142	7°40'58"	925.00'	124.03'	123.94'	N89°00'40"W
C143	7°55'13"	925.00'	127.87'	127.77'	N81°12'34"W
C144	1°14'20"	925.00'	20.00'	20.00'	N76°37'48"W
C145	1°40'52"	925.00'	27.14'	27.14'	N75°10'12"W
C146	11°33'44"	50.00'	10.09'	10.07'	N07°35'20"E
C147	11°33'44"	70.00'	14.13'	14.10'	N07°35'20"E

LINE TABLE

LINE	BEARING	LENTH
L15	S00°31'31"E	25.00'
L16	S00°31'31"E	25.00'
L17	N00°31'31"W	41.01'
L18	S85°35'07"W	41.09'
L19	N00°31'31"W	41.25'
L20	S00°31'31"E	25.43'
L21	S00°31'31"E	25.43'
L22	S78°57'41"W	19.10'
L23	N13°22'12"E	10.82'
L24	N13°22'12"E	10.82'

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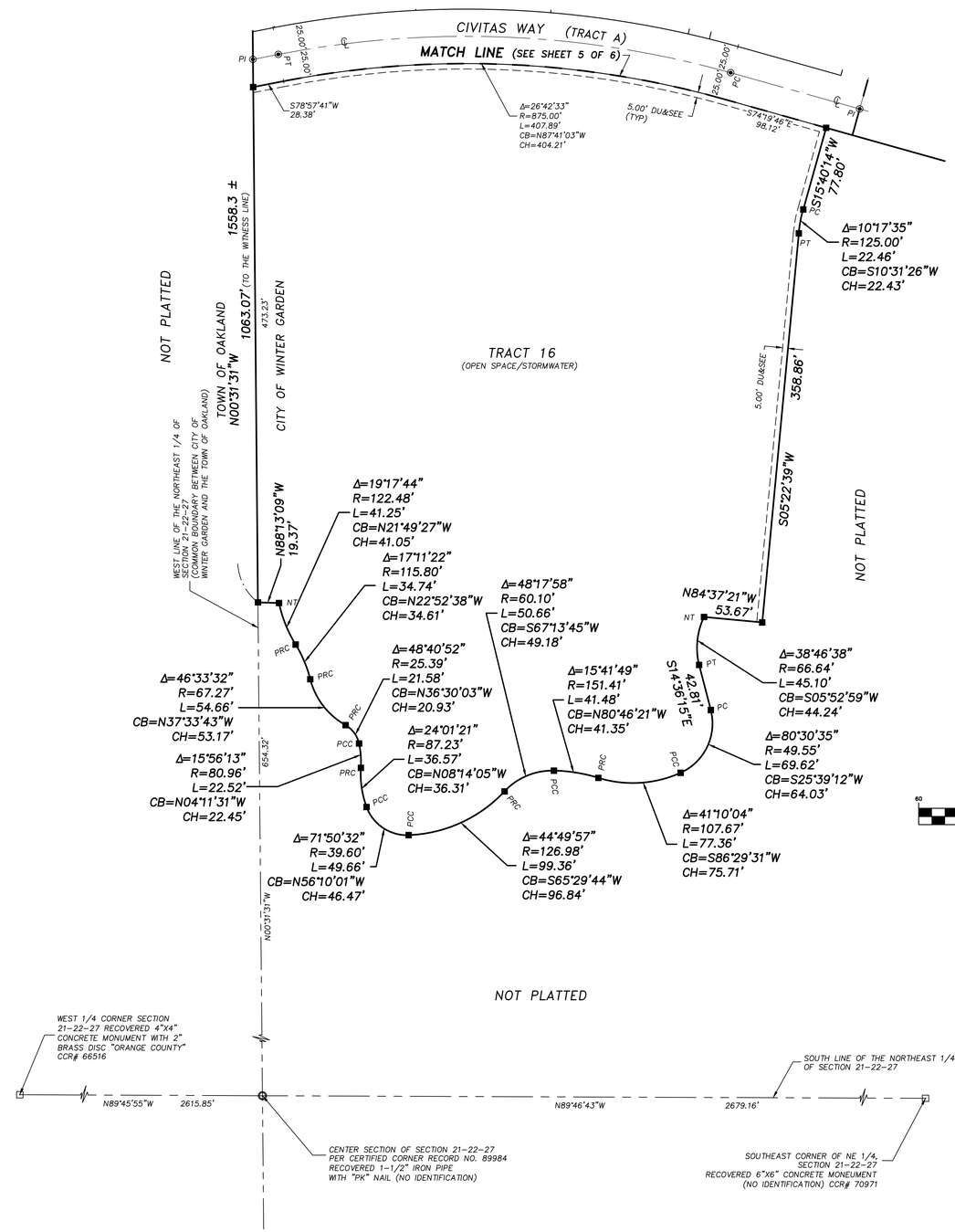

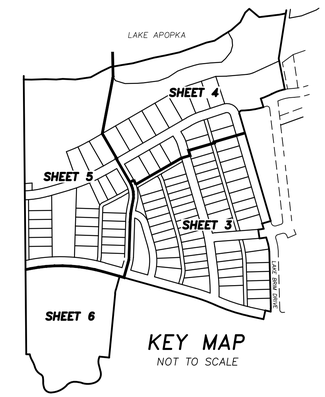

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GRAPHIC SCALE

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(IN FEET)
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THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: Oakland Park Phase 4A
Right-of-Way Maintenance Agreement

Issue: The developer of the Oakland Park Phase 4A subdivision is requesting approval of a right-of-way maintenance agreement to provide and maintain landscaping within the City right-of-way.

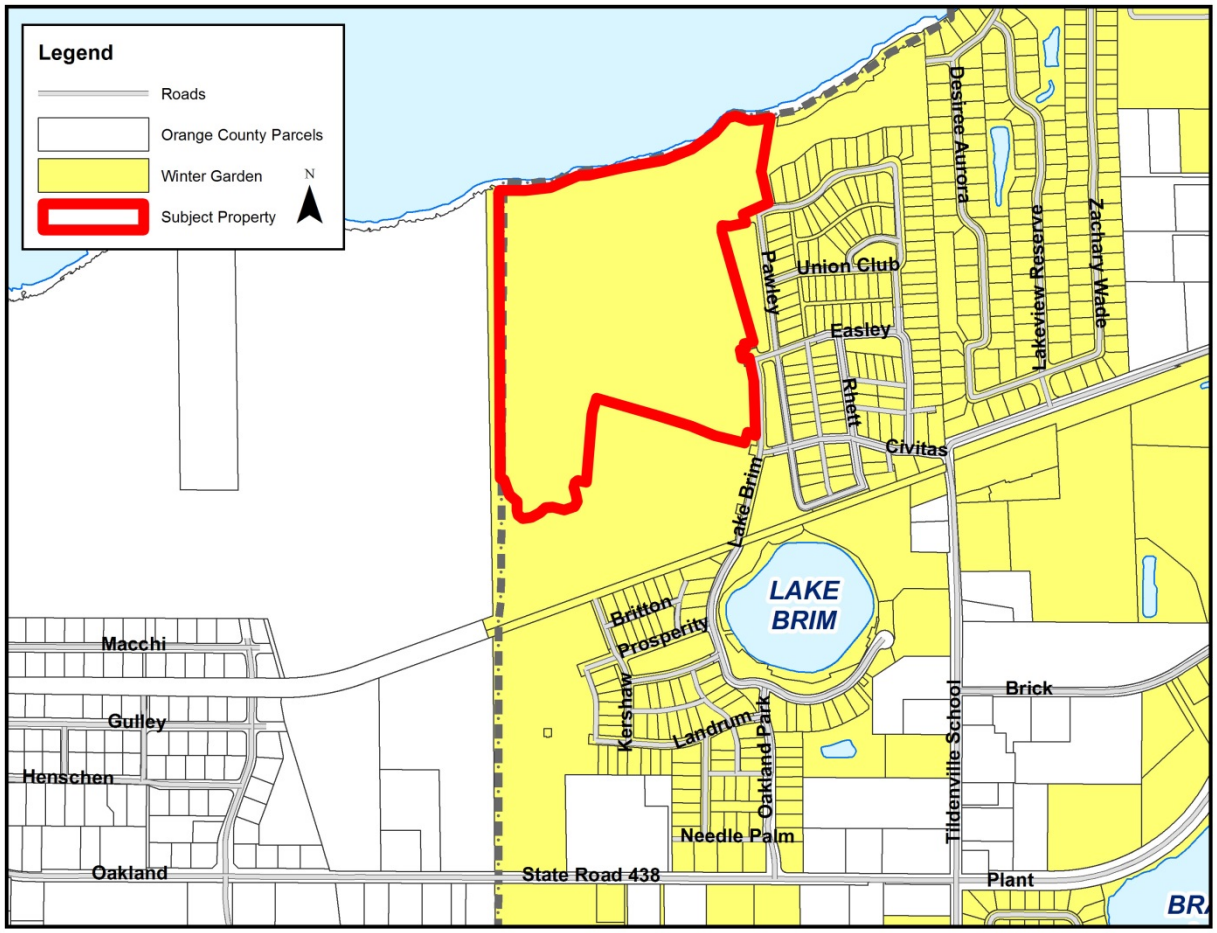
Recommended Action:
Staff recommends approval of the Right-of-Way Maintenance Agreement.

Attachment(s)/References:

Oakland Park Phase 4A Right-of-Way Maintenance Agreement
Location Map

LOCATION MAP

OAKLAND PARK PHASE 4A



This instrument was prepared
by and should be returned to:

Daniel W. Langley, Esq.
Fishback, Dominick, et. al.
1947 Lee Road
Winter Park, Florida 32789

RIGHT-OF-WAY MAINTENANCE AGREEMENT
(OAKLAND PARK UNIT 4A)

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2015, by and among the **CITY OF WINTER GARDEN, FLORIDA**, a Florida municipality (the "City"), and **OAKLAND PARK ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "HOA").

WITNESSETH:

WHEREAS, Lake Apopka 2012, LLC, a Delaware limited liability company, as the successor-in-interest to Castle & Cooke Florida, Ltd., a Florida limited partnership (the "Developer") is the owner of the fee simple title to that certain real property located within the City, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Developer is in the process of developing the Subject Property as a residential project known as Oakland Park Unit 4A (the "Project") and will convey public right-of-way to the City running through the Project; and

WHEREAS, the HOA is the homeowners' association for the Project; and

WHEREAS, the HOA desires to obtain a non-exclusive right to maintain certain landscaping, irrigation, pavement, signage and other improvements, as more particularly described on (i) **Exhibit "B"** attached hereto and incorporated herein by this reference and (ii) the Landscape Plans (as defined below) (hereinafter collectively referred to as the "Landscaping and Improvements"), to be located along and within certain rights-of-way which are within or adjacent to the Project, which rights-of-way are more particularly identified on **Exhibit "C"** attached hereto and incorporated herein by this reference (hereafter collectively referred to as the "Roads"); and

WHEREAS, this Agreement does not require the HOA to maintain the subsurface (subgrade and stabilization) and surface of the Roads, including, but not limited to curbs, gutters, stormwater drains and related road bed improvements; and

WHEREAS, the Landscaping and Improvements require substantially more extensive maintenance than is typical for the City to perform within and along public rights-of-way; and

WHEREAS, the City has raised certain concerns regarding the responsibility for and

future maintenance of the Landscaping and Improvements; and

WHEREAS, the HOA, in order to satisfy the concerns of the City, so as to receive permission to maintain the Landscaping and Improvements in the public right-of-way, has agreed to the terms, conditions and requirements set forth in this Agreement; and

WHEREAS, the Landscaping and Improvements to be maintained by the HOA shall be as set forth in this Agreement and those certain _____ prepared by _____, dated _____ (the "Landscape Plans"), a copy of which is retained by the City in the offices of the Public Works Director and incorporated herein by this reference; and

WHEREAS, the HOA acknowledges that the primary beneficiary of said Landscaping and Improvements will be the Developer in marketing the Project and the HOA and the residents of the Project in beautifying the Roads; and

WHEREAS, in light of the foregoing, the HOA is willing to maintain the Landscaping and Improvements pursuant to this Agreement; and

WHEREAS, the City requires that the HOA undertake certain commitments and covenants to assure the continuous maintenance of the Landscaping and Improvements within or along the Roads during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties, the HOA and the City agree as set forth herein.

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

2. **License.** Subject to the terms and conditions provided in this Agreement, the City hereby grants the HOA the non-exclusive right, privilege and license to use the Roads for the purposes described hereinafter. The license granted herein by the City is terminable by the City as provided for in this Agreement. Termination of the Agreement shall constitute termination of the license granted herein.

3. **Construction and Maintenance of Landscaping and Improvements.**

A. Maintenance. Any and all Landscaping and Improvements installed or constructed within the Roads by the Developer shall be operated and maintained by the HOA in good, clean, attractive, sanitary, safe and serviceable condition, order and repair in accordance with the Landscape Plan and this Agreement. No portion of the Landscaping and Improvements shall be maintained in such a manner as may interfere with the use of the Roads by the public or create a safety hazard, as determined by the City in the City's sole discretion.

B. Compliance with the Law. Unless otherwise provided for herein, in maintaining the Landscaping and Improvements, the HOA shall comply with any and all laws, ordinances, and regulations of the City, county, state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, and signage within and along public and private rights-of-way. Said laws and ordinances include, but are not limited to, Chapter 62 and Chapter 114 of the City Code, as such may be amended from time to time.

C. Additional Requirements. In addition to the requirements of Subsection B above, all plantings must comply with the following conditions:

1. No tree or vegetation may be planted or allowed to grow in such manner as to interfere with the "triangle of visibility" as defined in FDOT Road Design Index #546.

2. All trees and other vegetation as planted or maintained must not pose a safety hazard.

3. A permit must be issued by the City's Public Works Director before any tree is planted within the right of way.

To the extent of any conflict between the additional requirements set forth above and any current or future City, county, state or federal law or regulation, the more stringent requirement shall control unless preempted by law.

D. Road Work. The HOA or its agents shall not, while maintaining, replacing or installing the Landscaping and Improvements, damage or disturb any portion of the Roads without the prior written approval of the City and the City's prior written approval of a plan to restore the Roads, which approval shall not be unreasonably withheld, conditioned or delayed. The HOA or its agents shall take all reasonable safety measures required by law for maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals, when working in the Roads, and shall prevent any obstructions to the Roads which are or may become dangerous to the traveling public. In the event that any work to be conducted by the HOA requires streets or traffic lanes to be closed or obstructed, the HOA shall, pursuant to the requirements of existing or subsequently enacted City ordinances, obtain all permits from and pay all applicable fees to the City, and shall obtain approval of its maintenance of traffic plan from the City's Police and Public Works Departments prior to commencing such work. In the event that the HOA or its agents damage any portion of the Roads while maintaining, replacing, or installing the Landscaping and Improvements, the HOA, at its sole expense, shall restore such portion of the Roads to substantially the same condition said portion of the Roads was in prior to the occurrence of such damage.

E. Changes to the Landscape Plan. Material variations from the Landscape Plan must be reviewed and approved by the City in writing prior to any work commencing.

F. Irrigation. All irrigation arising from matters contained in the Landscaping Plan for the Project shall be compatible with future connection to the City's reclaimed water system.

G. Water Conservation. The HOA shall encourage water conservation in the maintenance of the Landscaping and Improvements, including but not limited to, water conserving techniques, water efficient landscaping, proper soil preparation, irrigation systems and equipment and the use of reclaimed water, upon its availability.

H. Impact Fees. The HOA shall not receive any compensation, impact fee or tax credits for any landscaping or improvements described herein.

I. Non-Interference with Other Interests. The HOA, in the performance and exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, rights of adjoining property owners, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable laws. The HOA shall be liable to the City or to the third party owner, as the case may be, for the cost of any repairs made necessary by any displacement, damage, or destruction of City or third party property caused by the exercise by the HOA of its rights hereunder and shall pay the cost of such repairs upon written demand within thirty (30) days of receipt of such demand, which written demand shall include copies of all supporting invoices for such repair work. In addition, the HOA shall be responsible for any and all damage to street pavements, curbs, gutters, sidewalks and other improvements on, above, below or adjacent to the Roads arising from the installation, maintenance, repair, replacement, or removal of the Landscaping and Improvements, and shall repair, replace and restore in kind, the said damaged property at its expense.

4. Removal/Relocation. If, in the reasonable discretion of the City, all or any portion of the Landscaping and Improvements, or maintenance thereof: (a) interferes with any construction, widening, reconstruction, alteration or improvement which the City desires to perform on, around, over, through or under the Roads or Project; or (b) said Landscaping and Improvements, or maintenance thereof, unreasonably interferes in any way with the convenient, safe, or continuous use of the Roads; or (c) the non-emergency removal of any or all Landscaping and Improvements is necessary to serve the health, safety or general welfare of the citizens of Winter Garden, the HOA, upon receipt of written notice from the City, shall remove or relocate that portion of the Landscaping and Improvements as requested by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of any or all Landscaping and

Improvements shall be at the sole expense of the HOA and the HOA shall restore such portion of the Roads to substantially the same condition said portion of the Roads was in prior to the installation of the Landscaping and Improvements. Notwithstanding anything to the contrary, no Landscaping and Improvements may be removed without the prior written consent of the City (which consent shall not be unreasonably withheld, conditioned or delayed), except that fallen vegetation and signage may be removed without prior written consent when reasonably necessary to remedy a threat to public safety.

5. Inspection; Defaults; Remedies.

A. Inspection. At all times, the City shall have the right to inspect the maintenance, replacement and installation of the Landscaping and Improvements to ensure compliance with the terms of this Agreement.

B. Breach. In the event any of the parties violate any material provision of this Agreement, the violating party shall be given thirty (30) days to cure such default upon receipt of written notice of the default from a non-violating party; provided, however, in the event the cure is of such a nature that it cannot be cured within thirty (30) days despite the violating parties diligent efforts and the violating party is diligently and continuously pursuing the cure of such default, the cure period shall be extend for such reasonable period of time as is necessary for the violating party to effectuate such cure, provided such reasonable period of time shall not to exceed one hundred twenty (120) days. Notwithstanding the preceding, no cure period need be given for a default by the HOA which results in a threat or danger to the public health or safety. In the event a default is not cured within the applicable cure period or the City is required to act without a cure period to remedy a threat to the public health or safety, the non-violating party shall have the right to pursue any and all legal and equitable remedies available to it, including the right to seek specific performance of this Agreement.

C. City's Right to Take Remedial Action. In addition to the provisions and remedies set forth above, in the event that the HOA fails to take any action as required by the City to cure a default under this Agreement within any applicable cure period, in addition to any and all other rights available to the City, the City, after the expiration of the applicable cure period, shall have the right, but not the obligation to take the required action on behalf of the HOA. Notwithstanding the preceding, in the event that the City determines in its sole discretion that for reasons of public health or safety, immediate action is required to remedy a default under this Agreement by the HOA, the City shall have the right, but not the obligation, to repair, replace, maintain or otherwise take such action as may be necessary to remedy the threat to public health or safety without prior written notice to the HOA. In the event the City takes action to remedy a default under this Agreement after expiration of all applicable cure periods, the HOA, shall be responsible for the payment of all costs incurred by the City and its agents in taking such action. Said payment by the HOA shall be made within thirty (30) days of written demand by the City, which written demand shall include copies of all supporting invoices. The City's exercise of its right to remedy a default under this

Agreement shall not limit the City from exercising any other rights or remedies available to it arising from such default or impose any future or ongoing obligation on the City to continue to maintain, repair, replace or otherwise care for the Landscaping and Improvements thereafter.

6. **Indemnification.** The HOA shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by HOA or its agents of any action under this Agreement or otherwise related to the Landscaping and Improvements or the Roads, (ii) HOA's failure to perform, or cause to be performed, any required action or obligation of HOA pursuant to this Agreement; (iii) the exercise or attempted exercise by HOA of any rights, privileges, or obligations under this Agreement, (iv) the City's or an agent of the City's performance of any obligation of the HOA pursuant to paragraph 5.C. of this Agreement, or (v) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads unless such disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses are caused by or arise out of the gross negligence or willful misconduct of the City, its employees, agents, contractors and commission members.

7. **Non-Approval.** Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval. Further, nothing in this Agreement shall be deemed to reduce, eliminate, derogate from or otherwise adversely affect or modify the approved Landscape Plans. The HOA shall be solely responsible for obtaining all governmental and private approvals which may be necessary or desirable for the performance of the HOA's obligations under this Agreement and it is expressly understood and agreed upon that the City does not assume any responsibility for the securing of any such approvals, permits, licenses, easements or other interests, including but not limited to any necessary agreement with utility providers.

8. **Termination.** This Agreement may be terminated by the HOA or the City at any time with or without cause upon thirty (30) days advance written notice (the "Termination Notice") to the other party. Unless otherwise agreed to in writing by the City, in the event of termination of this Agreement, whether at the election of the HOA or the City, the HOA at its sole cost and expense shall remove any and all Landscaping and Improvements from the Roads, other than trees, and replace such Landscaping and Improvements with sod of a type approved by the City within sixty (60) days after receipt of the Termination Notice by the other party.

9. **Rights in Roads.** It is expressly stipulated that this Agreement shall not operate to create or vest any property rights to any portion of the Roads in the HOA. Further, it is expressly understood by the HOA that the City shall be under no obligation to acquire or condemn any rights-of-way, easement or other property right as part of this Agreement.

10. Other Provisions.

A. Warranty of Authority and Ownership. The HOA represents and warrants that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns.

B. Notice. All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the HOA at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City:	City Manager City of Winter Garden 300 West Plant Street Winter Garden, FL 34787 Facsimile: (407) 656-4952
With a copy to:	City Attorney City of Winter Garden 300 West Plant Street Winter Garden, FL 34787 Facsimile: (407) 656-4952
HOA:	Oakland Park Association, Inc. c/o CCMC 8360 East Via de Ventura Boulevard Suite L-100 Scottsdale, AZ 85258 Facsimile: (___) ___ - ____
With a copy to:	Lake Apopka 2012, LLC Attention: Thomas D. Cunningham 15241 East Oakland Avenue Winter Garden, FL 34787 Facsimile (____) ____ - _____
With a copy to:	Shutts & Bowen LLP Attention: Daniel T. O'Keefe, Esquire Juli S. James, Esquire 300 South Orange Avenue, Suite 1000 Orlando, FL 32801 Facsimile (407) 425-8316

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission. Notices or communications to or from parties' attorneys will be deemed to be to or from that party.

C. Amendment. This Agreement constitutes the entire agreement of the parties, and there are no understandings or dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.

D. Severability. If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

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

F. Effective Date. The effective date of this Agreement, for purposes of the performance of obligations by the parties under this Agreement, shall be the date the last of the parties hereto executes the Agreement.

G. Binding Effect and Successors. The obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement.

H. Reimbursement. On or before ten (10) days after HOA's receipt of detailed invoices from the City, HOA shall reimburse the City for the City's inspections relating to this Agreement.

I. Time is of the Essence. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

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

K. Counterparts. This Agreement may be executed in any number of counterparts; each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Agreement.

L. Independent Parties. The parties are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize any of the parties hereto to represent or bind any other party to matters not expressly authorized or provided in this Agreement.

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

N. Recording. At any time during the term of this Agreement, the City may record this Agreement with the cost thereof to be borne by the HOA.

O. Interpretation. None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

P. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Grantee of its sovereign immunity under the Constitution and laws of the State of Florida.

Q. Police Power; City Ordinances. The HOA acknowledges that at all times during the term of this Agreement, its rights shall be subject to all lawful exercise of the police power of the City, and to such reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interests of health, safety and welfare of the public. Any inconsistency or ambiguity between the provisions of this Agreement and the lawful exercise of the City's police power shall be resolved in favor of the latter. Additionally, this Agreement and the privileges granted hereunder to HOA are subject to the general ordinance provisions now in effect and hereinafter made effective by the City.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the HOA and the City have executed this Agreement as of the day and year approved and accepted by the City.

"CITY"

CITY OF WINTER GARDEN, FLORIDA

By:_____
JOHN REES, Mayor

ATTEST:

By:_____
KATHY GOLDEN, City Clerk

Signed, sealed and delivered in
the presence of:

"HOA"

OAKLAND PARK ASSOCIATION, INC.,
a Florida not-for-profit corporation

By:_____
Print Name: Thomas Cunningham
Its: President

_____
Print Name: AL PENNY
Witness

_____
Print Name: Candace K Tupper
Witness

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was executed, sworn to and acknowledged before me this 3rd day of December, 2015 by Thomas Cunningham as President of Oakland Park Association, Inc., a Florida not-for-profit corporation, on its behalf. He/she (check one) ☒ is personally known to me, or ☐ has produced a valid driver's license as identification.

(Notary Seal)

CANDACE K. TUPPER
Notary Public - State of Florida
My Comm. Expires Mar 27, 2017
Commission # EE 870533
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida

Print Name: Candace K. Tupper

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

OAKLAND PARK UNIT 4A, according to the plat thereof, as recorded in Plat Book _____, Page _____ through _____, of the Public Records of Orange County, Florida.

EXHIBIT "B"

DESCRIPTION OF LANDSCAPING AND IMPROVEMENTS

All landscape, hardscape and irrigation improvements described in those certain Oakland Park Unit 4A Landscape Plans prepared by Community Solutions Group dated November 4, 2015 (the "Landscape Plans"), including, but not limited to the installation of landscape, irrigation, pavement and signage.

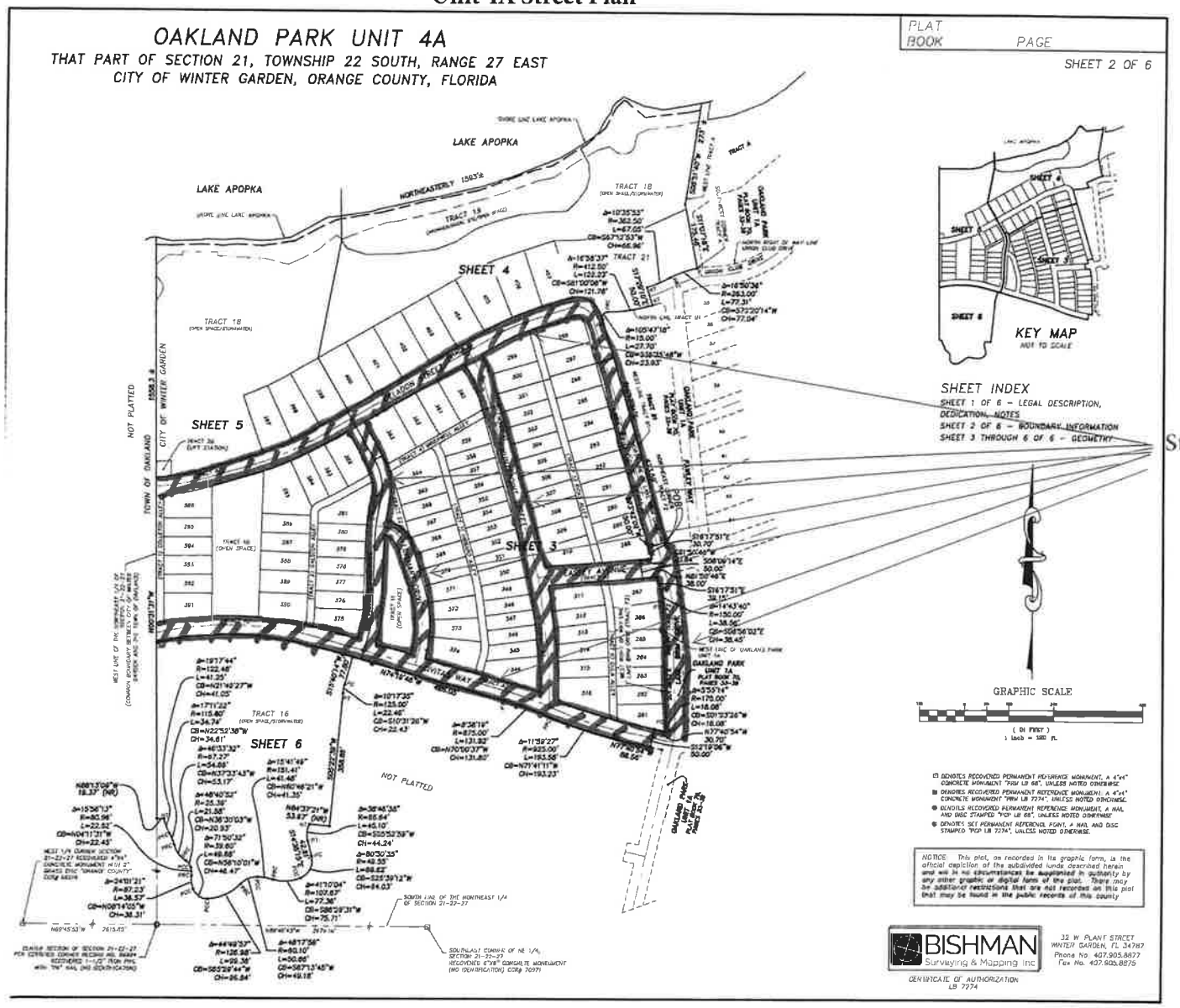
A copy of the Landscape Plans are on file with the City of Winter Garden in the offices of the Public Works Director.

EXHIBIT "C"

DESCRIPTION OF THE ROADS

Please see attached Exhibit C-1.

EXHIBIT C-1
Unit 4A Street Plan



Streets Included

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 2, 2015 **Meeting Date:** December 10, 2015

Subject: 1343 Green Forest Court
Boat RV and Auto Storage of West Orange
BINDING LOT AGREEMENT
PARCEL ID# 25-22-27-6743-00-040

Issue: The applicant is requesting to bind the lot to the existing development.

Discussion:
The applicant is requesting a Binding Lot Agreement to bind lots 4 with existing development.

Recommended Action:
Staff recommends approval of the binding of the development.

Attachment(s)/References:
Binding Lot Agreement
Location Map

After Recording Return to:

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

Orange County Tax Identification # 25-22-27-6743-00-040
25-22-27-6743-00-050

BINDING LOT COMBINATION AGREEMENT

THIS BINDING LOT COMBINATION AGREEMENT (this "Agreement") is made and entered into on this 1st day of December 2015, by and between BOAT RV AND AUTO STORAGE OF WEST ORANGE, LLC, a Florida limited liability company, whose address is 937 Stagg Road, Winter Garden, FL 34787 (the "Owner"), 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, the Owner is the fee simple owner of four platted lots adjacent to each other located within the corporate limits of the City of Winter Garden, County of Orange, State of Florida and legally described to wit:

> LOTS 4, 5, 6, AND 7, PAVEX PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 32, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

herein the "Property;" and

WHEREAS, the Owner desires to develop the Property as a single building site in service of a single principal use; and

WHEREAS, for reasons of land development code compliance, including concerning setbacks requirements and other requirements of the City of Winter Garden Code of Ordinances ("City Code") and for good principals of planning and engineering, the Owner is required to permanently combine the two adjacent lots (making up the Property described above) into one legal parcel of property, and

WHEREAS, the Property shall at all times be held and remain as a single, integral parcel and shall not be subdivided, sold or otherwise disposed of in lesser constituent parcels; and

WHEREAS, this Agreement allows the interior lot setback requirements (existing between Lots 4, 5, 6, and 7, PB 48, PG 32) to be disregarded so that the Property may be

developed as a single development in service of a single principal use in compliance with the City Code; and

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

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 is hereby acknowledged, the Owner 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. LOT COMBINATION. The Property shall therefore 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 Property complies with this requirement, the interior lot setback requirements of the City Code shall not apply, and any applicable setback requirements shall be established from the building site 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 Owner, and shall be a covenant running with the Property and this Agreement shall not be terminated unless 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 Owner 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 lots merged by this Agreement.

4. JOINDER AND CONSENT. Simultaneously with the execution of this Agreement, the Owner hereby agrees 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 Owner shall be a material default of this Agreement.

5. ENFORCEMENT. The Owner hereby covenants and agrees 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 Owner violates this Agreement, such violation as constitute a violation of the City Code and conditions of development orders, which the City may prosecute as through code enforcement proceedings or through other remedies afforded by law.

6. EFFECTIVE. This Agreement is to take effect immediately upon its execution.

7. 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.

8. MISCELLANEOUS.

a. 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 this Agreement shall be deemed to exist or to bind either party hereto.

b. 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.

c. This Agreement shall, at Owner's expense, be recorded in the Public Records of Orange County, Florida.

d. Owner hereby acknowledges that it has freely voluntarily entered into this Agreement and that it has had the benefit or both given the opportunity to receive the advice independent legal counsel for all negotiations in connection with this Agreement.

e. 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 the Owner, the prevailing party shall be entitled to attorneys' fees and litigation costs against the non-prevailing party at both trial and appellate levels.

f. Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City for any rezoning, Comprehensive Plan amendment, 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.

9. CONTROLLING LAWS.

a. 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 policy's of the City of Winter Garden now in effect and those hereinafter adopted.

b. 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.

c. The Owner agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property subject to this Agreement.

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

WITNESSES:

(Signature)

Trey Wiler
(Print Name)

(Signature)

STEVEN C. VOORHEES
(Print Name)

Owner

Boat RV and Auto Storage of West Orange, LLC

Terry Wiler, Managing Partner

Tom Wiler, Managing Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1ST day of December 2015

by Terry Wiler and Tom Wiler as Managing ~~Partners~~ of Boat RV and Auto Storage of West Orange, LLC.

(Signature of Notary Public - State of Florida)

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

ROBERT R. MCKINLEY JR.
Notary Public - State of Florida
My Comm. Expires Dec 3, 2016
Commission # EE 854064
Bonded Through National Notary Assn.

Personally Known ✓ OR Produced Identification_____

Type of Identification Produced_____

WITNESSES:

CITY OF WINTER GARDEN

_____
(Signature)

_____
Michael Bollhoefer, City Manager

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____2015 by Michael Bollhoefer as City Manager of the City of Winter Garden.

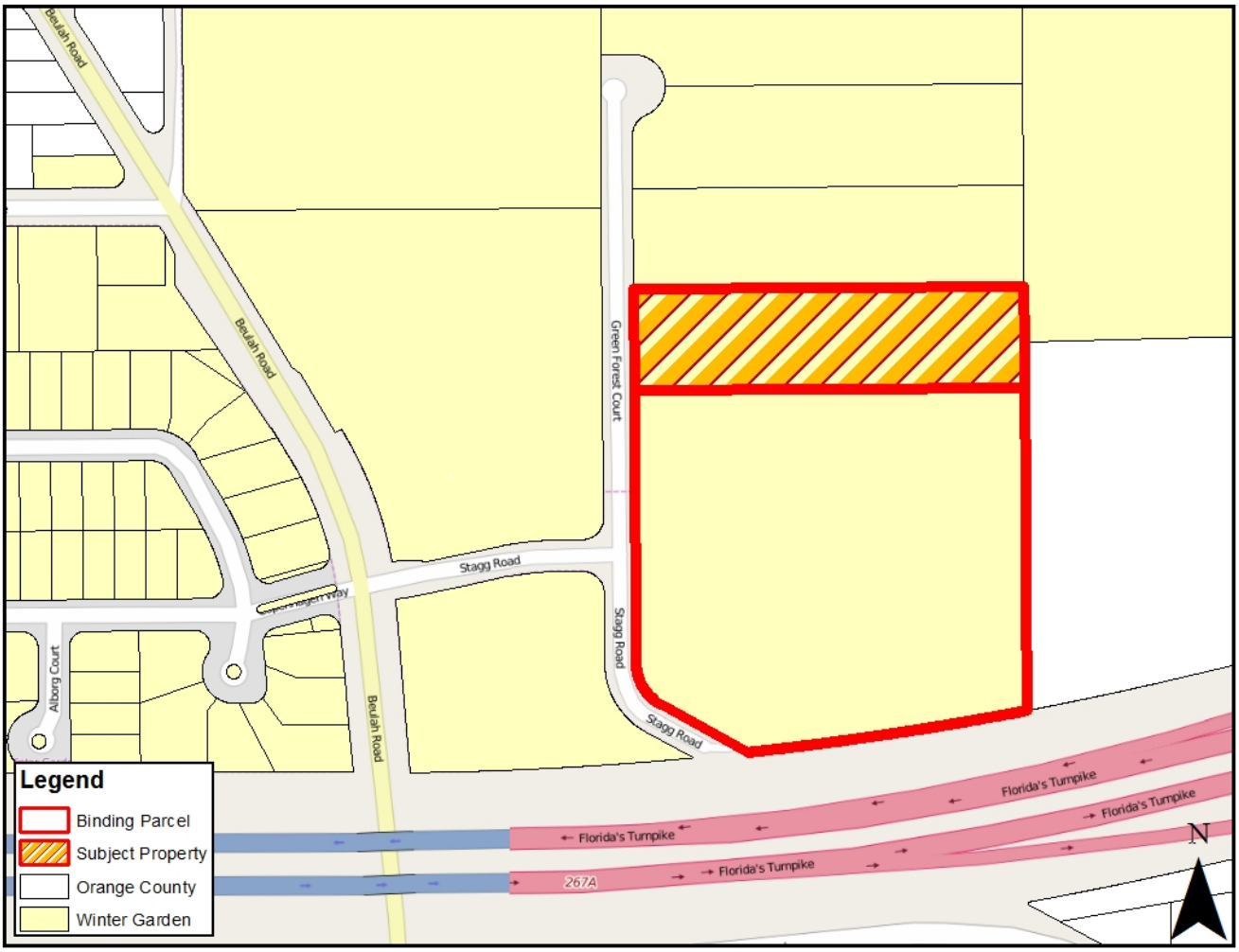
_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification_____

Type of Identification Produced_____

Location Map



THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 2, 2015 **Meeting Date:** December 10, 2015

Subject: 1343 Green Forest Court
Boat RV and Auto Storage of West Orange
SITE PLAN REVIEW
PARCEL ID# 25-22-27-6743-00-040

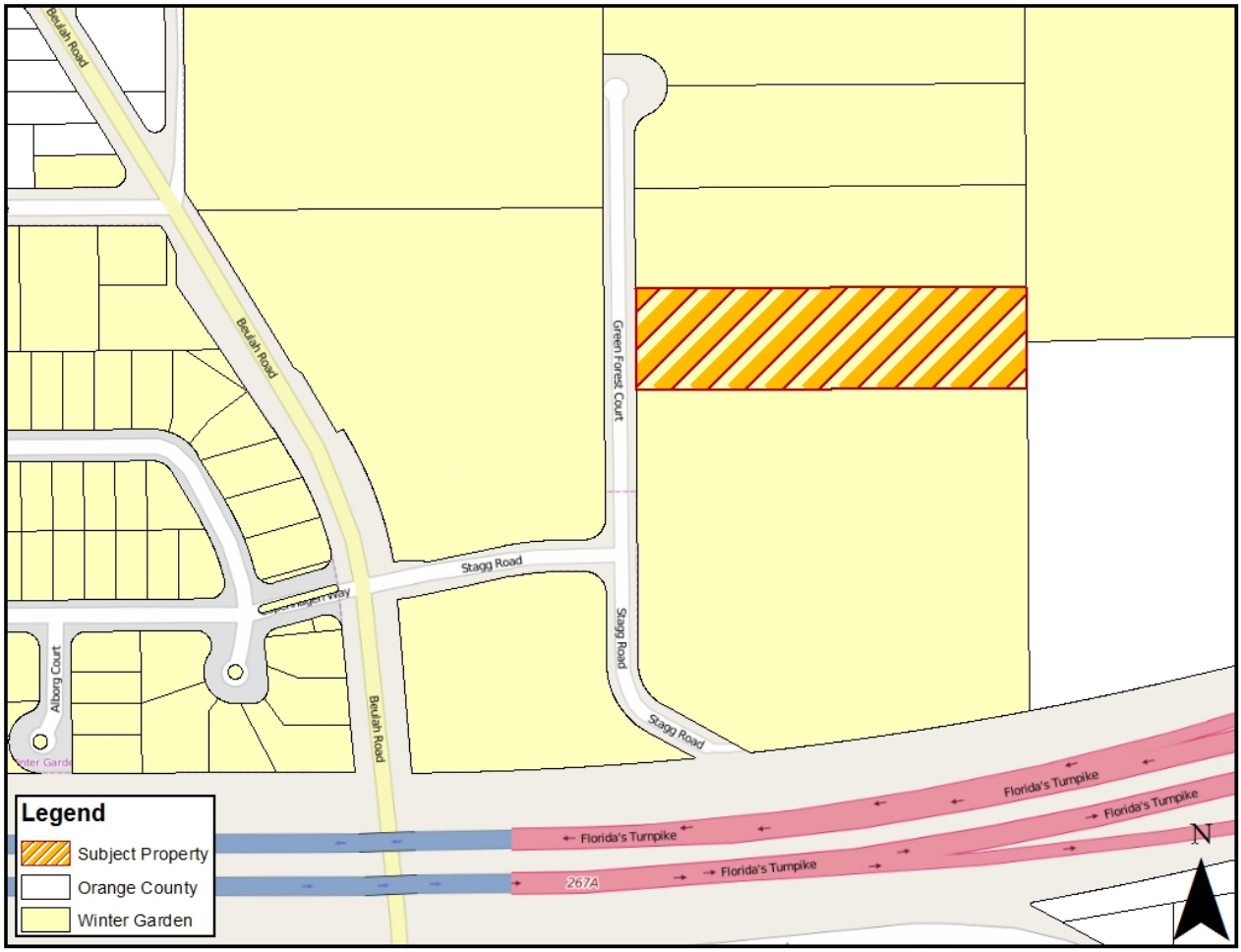
Issue: The applicant is requesting Site Plan approval to construct a ±34,000 square foot storage canopy.

Discussion:
The applicant is requesting Site Plan approval to construct a ±34,000 square foot storage canopy for the storage of vehicles.

Recommended Action:
Staff recommends approval of the Site Plan, subject to the conditions of the DRC Memorandum.

Attachment(s)/References:
Location Map
DRC Memorandum
Site Plan:
- Cover sheet
- Floor plan and elevations
- Foundation plan and details
- Structural notes

Location Map



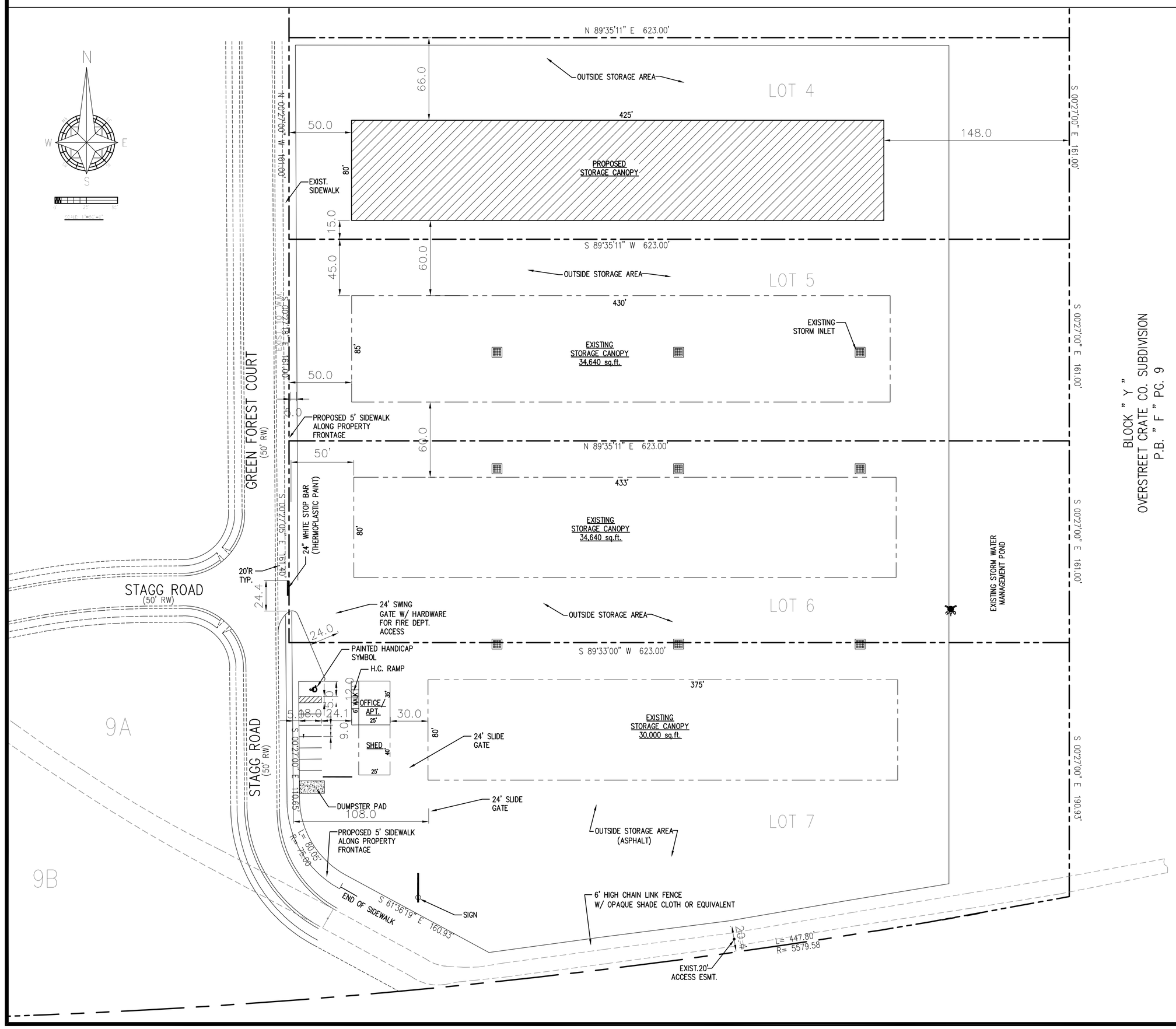
NEW STORAGE CANOPY

BOAT/ RV AND AUTO STORAGE OF W. ORANGE, LLC.
1343 GREEN FOREST CT.

Winter Garden, Florida, 34787-4442

CITY OF WINTER GARDEN

ARCHITECTURAL SITE PLAN:



PROJECT INFORMATION:

CODES:

FLORIDA BUILDING CODE BUILDING, 5th EDITION 2014
FLORIDA BUILDING CODE ACCESSIBILITY, 5th EDITION 2014
FLORIDA BUILDING CODE ENERGY CONSERVATION, 5th EDITION 2014
FLORIDA BUILDING CODE MECHANICAL, 5th EDITION 2014
FLORIDA BUILDING CODE PLUMBING, 5th EDITION 2014
NATIONAL ELECTRICAL CODE N.F.P.A. 70, 2011 EDITION
FLORIDA FIRE PREVENTION CODE, 5th EDITION 2014
LIFE SAFETY CODE N.F.P.A. 101, 2012 EDITION

OCCUPANCY:

"S-2" STORAGE

OCCUPANT LOAD

(STORAGE) 300s.f. / OCCUPANT
34,000s.f. /300.....113 OCCUPANTS

TYPE OF CONSTRUCTION:

TYPE IV, UN-PROTECTED, UN-SPRINKLERED

ZONING:

A-1(ZIP)

BUILDING AREA:

TOTAL PROPOSED AREA.....34,000 sq.ft.

NUMBER OF STORIES

MAX. ALLOWABLE 4 TIERS
PROPOSED 1

BUILDING HEIGHT

MAX. ALLOWABLE 75'-0" PROPOSED 17'-8"

DISTANCE FROM PROPERTY LINES

NORTH..... 0.0'
SOUTH..... 5.0'
EAST..... 3.0'
WEST..... 3.0'

STRUCTURAL DESIGN CRITERIA:

BASIC WIND SPEED.....140 mph
Use coefficients from Chapter 16 F.B.C.

RISK CATEGORY.....II EXPOSURE.....B

COMPONENTS AND CLADDING MAXIMUM DESIGN WIND PRESSURE:
WALLS.....+21.2 psf, -28.3 psf
ROOF .....+12.2 psf, -33.7 psf

FOUNDATION DESIGN BASED ON ALLOWABLE SOIL BEARING PRESSURE OF 2000 psf.

LEGAL DESCRIPTION:

PARCEL #: 25-22-27-6743-00-040

PROPERTY DESCRIPTION:
PAVEX PARK 48/32 LOT 4

DRAWING INDEX:

A0.0	COVER SHEET/ INDEX/ INFORMATION
A0.1	FLOOR PLANS AND EXTERIOR ELEVATIONS
S0.1	STRUCTURAL PLAN & FOOTING DETAILS
S0.2	STRUCTURAL NOTES

PROJECT TEAM:

OWNER:
MR. TERRY WILER
937 STAGG ROAD
WINTER GARDEN, FLORIDA, 34787
CONTACT: TERRY WILER
PHONE: (407) 883-2611

ARCHITECT:
HARTER - ADAMS P.A.
1370 GENE STREET
WINTER PARK, FL 32789
PHONE: (407) 647-5767
FAX: (407) 647-2062
CONTACT: TOM ADAMS

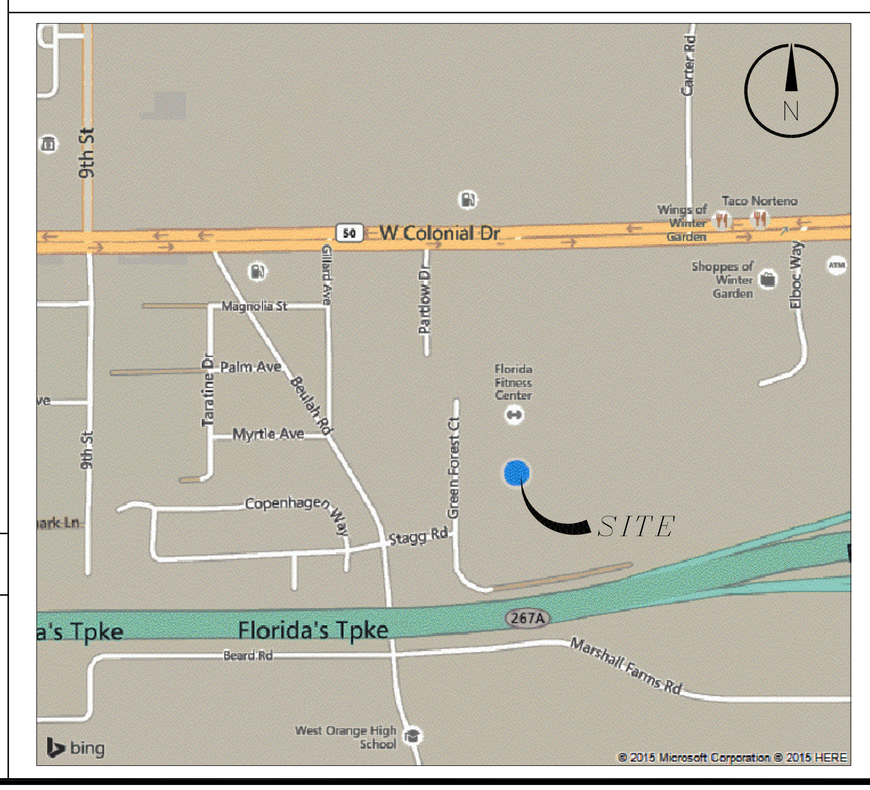
PROJECT SUMMARY:

THE SCOPE OF WORK FOR THIS PROJECT IS THE CONSTRUCTION OF A NEW PRE-ENGINEERED METAL BUILDING CANOPY. IT SHALL BE UTILIZED AS AN OPEN PARKING GARAGE. THERE SHALL BE NO ELECTRICAL, HVAC OR PLUMBING ASSOCIATED WITH THIS PROJECT. THE OCCUPANCY AND USE SHALL BE "S2" STORAGE.

DRAWING SYMBOLS:

SYMBOL	DESCRIPTION
N	NORTH ARROW
FE	2a 10b c FIRE EXTINGUISHER, 5lb.
1 A0.1 FLOOR PLAN SCALE 1/16" = 1'-0"	DRAWING TITLE
1 S-2	WALL SECTION
1 S-2	INTERIOR ELEVATION
1 S-2 / 1 S-2	BUILDING SECTION
1	DOOR NUMBER
	PROPOSED 8" CMU WALL
	PROPOSED METAL FRAME PARTITION TO 8'-0" A.F.F.
	PROPOSED METAL FRAME PARTITION TO 48" A.F.F.
OFFICE	ROOM NAME
1	REVISION AREA AND SYMBOL
4'-6"	DIMENSION TO FACE

VICINITY MAP:



AA C000606

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
1370 GENE STREET WINTER PARK, FLORIDA 32789
PHONE 407 647-5767 FAX 407 647-2062

NEW STORAGE BUILDING
BOAT/ RV/ AUTO STORAGE OF W. ORANGE
1343 Green Forest Ct., Winter Garden, Fl., 34787

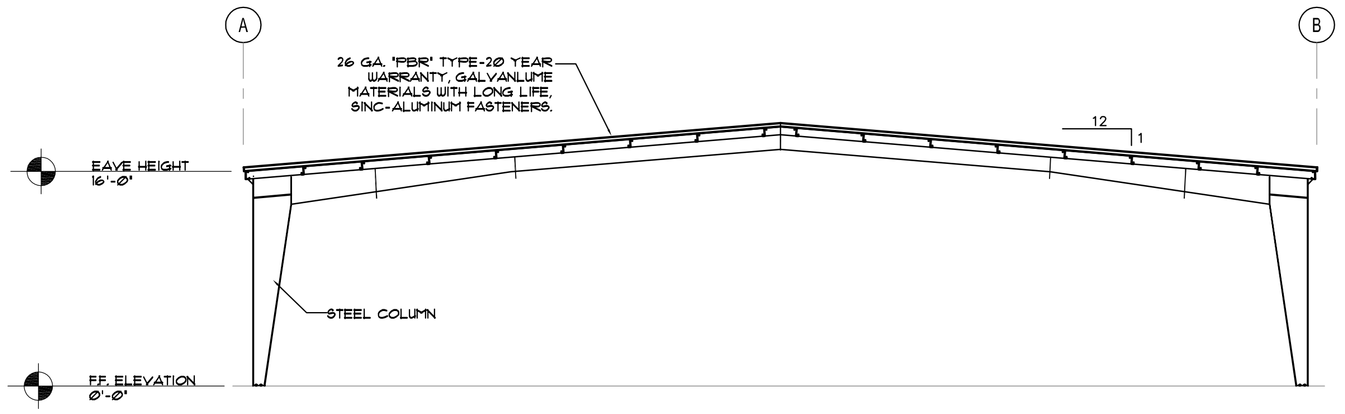
REVISION

JOB NO. 15055

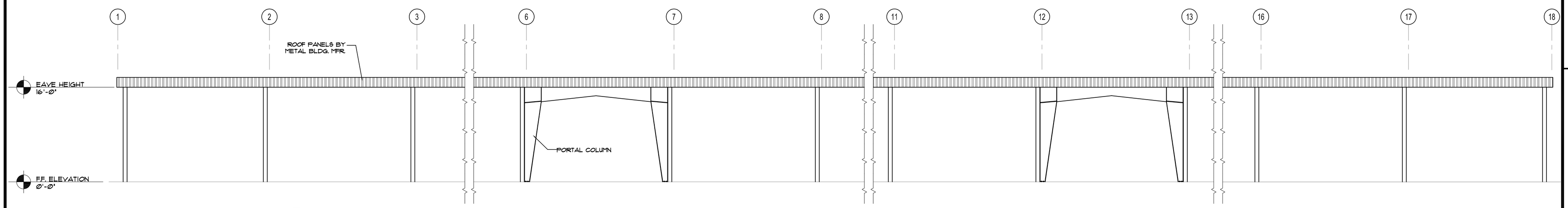
DATE 06/22/2015

SHEET A0.0

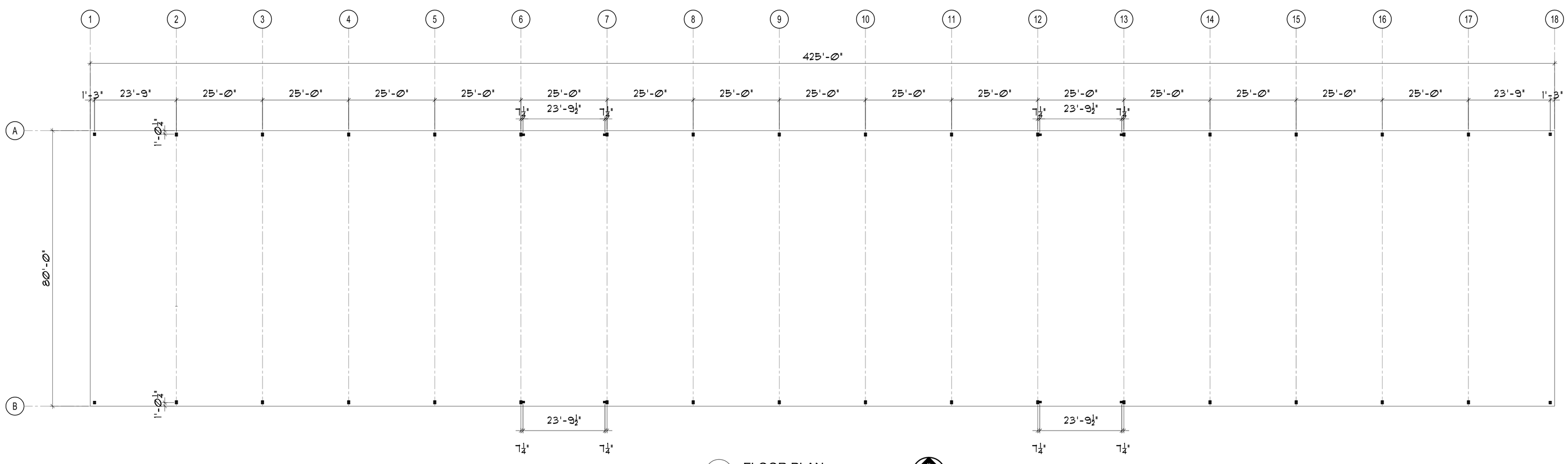
1 OF 4



3 EAST/ WEST ELEVATION
SCALE: ¼"=1'-0"



2 NORTH/ SOUTH ELEVATION
SCALE: ⅛"=1'-0"



1 FLOOR PLAN
SCALE: 1/16"=1'-0"

North

AA C000606

HARTER – ADAMS P.A.
ARCHITECTS AND PLANNERS
1370 GENE STREET WINTER PARK, FLORIDA 32789
PHONE 407 647-5767 FAX 407 647-2062

NEW STORAGE BUILDING
BOAT/ RV/ AUTO STORAGE OF W. ORANGE
1343 Green Forest Ct., Winter Garden, Fl., 34787

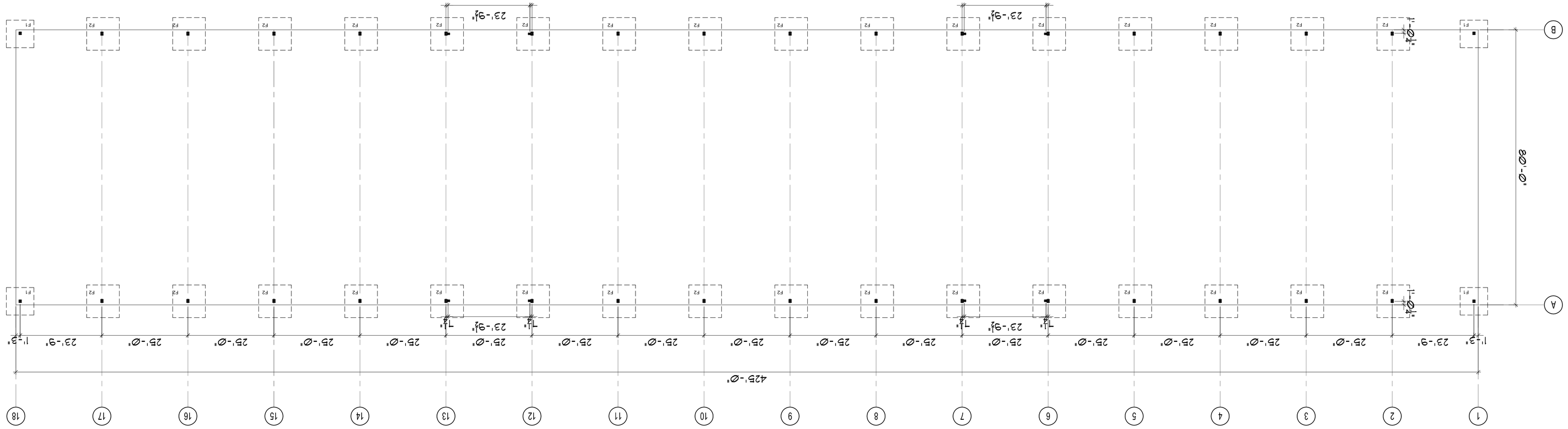
REVISION

JOB NO.
15055

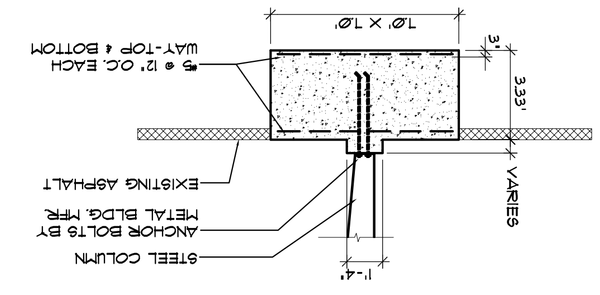
DATE
06/22/2015

SHEET
A0.1

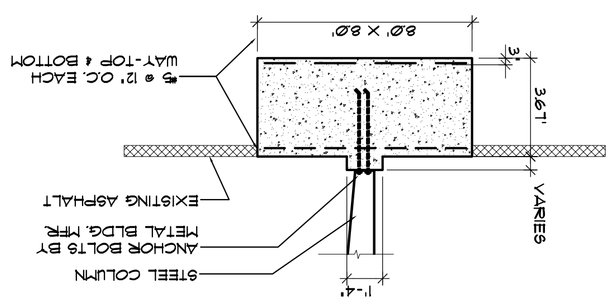
2 OF 4



1 FOUNDATION PLAN
SCALE: 1/16"=1'-0"



F1 COLUMN FOOTING
SCALE: ¼"=1'-0"



F2 COLUMN FOOTING
SCALE: ¼"=1'-0"

NEW STORAGE BUILDING

BOAT/ RV/ AUTO STORAGE OF W. ORANGE
1343 Green Forest Ct., Winter Garden, FL. 34787

REVISION

HARTER – ADAMS P.A.
ARCHITECTS AND PLANNERS
1370 GENE STREET WINTER PARK, FLORIDA 32789
PHONE 407-647-5767 FAX 407-647-2002
AA C006666

JOB NO. 15055
DATE 06/22/2015
SHEET S0.1
3 OF 4

Wind Loads-Components & Cladding: h<=60'

Nominal Wind Pressures

Kh (case 1)= .070 **h= 20.0 ft.**
Base pressure (qh)= 17.9 psf **a= 4.7 ft.**
Minimum parapet ht= 0.0 ft **GCpi= +/-0.18**
Roof Angle (0)- 1.2 deg
Type of roof= Double slope

Roof

	GCp +/- GCpi50sf			Surface Pressure (psf)			User Input	
Area	10sf	50sf	100sf	10sf	50sf	100sf	75sf	500sf
Negative Zone 1	-1.18	-1.11	-1.08	-21.2	-19.9	-19.4	-19.6	-19.4
Negative Zone 2	-1.98	-1.49	-1.28	-35.5	-26.7	-22.9	-24.5	-22.9
Negative Zone 3	-2.98	-1.79	-1.28	-53.4	-32.1	-22.9	-26.8	-22.9
Positive All Zones	.048	0.41	0.38	10.0	10.0	10.0	10.0	10.0
Overhang Zone 1 & 2	-1.70	-1.83	-1.60	-30.5	-29.2	-28.7	-28.9	-19.7
Overhang Zone 3	-2.80	-1.40	-0.80	-50.2	-25.1	-14.3	-18.8	-14.3

Overhang pressures in the table above assume an internal pressure coefficient (Gcpi) of 0.0

Overhang soffit pressures equals adjacent wall pressure minus internal pressure of -3.2/ 3.2 psf

Parapet

qp= 0.0

CASE A= pressure towards building (pos)
CASE B= pressure away building (neg)

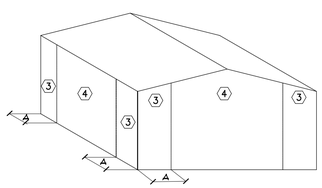
	Surface Pressure (psf)			User Input
Solid Parapet Pressure	10 sf	100 sf	500 sf	40 sf
CASE A: Interior Zone:	0.0	0.0	0.0	0.0
Corner Zone:	0.0	0.0	0.0	0.0
CASE B: Interior Zone:	0.0	0.0	0.0	0.0
Corner Zone:	0.0	0.0	0.0	0.0

Walls

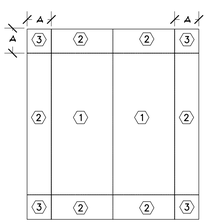
	GCp +/- GCpi50sf			Surface Pressure (psf)			User Input	
Area	10sf	100sf	500sf	10sf	100sf	500sf	20sf	50sf
Negative Zone 4	-1.17	-1.01	-0.90	-21.0	-18.1	-16.1	-20.1	-19.0
Negative Zone 5	-1.44	-1.12	-0.90	-25.8	-20.1	-16.1	-24.1	-21.8
Negative Zone 4 & 5	1.08	0.92	0.81	19.4	16.5	14.5	18.5	17.4

Note: GCp reduced by 10% due to roof angel<=10 deg.

Location of C & C Wind Pressure Zones



Walls h +/- 60'
& alt design h<90'



Gable, Sawtooth and
Multispan Gable 8<= 7 degrees &
Double slope <= 3 degrees
h <= 60' & alt design h,90'

Seismic Loads:

Risk Category: II
Importance Factor (1): 1.00

Site Class: D

Ss(0.2 sec)= 8.00%g
S1 (1.0 sec)= 4.30%g

Fa= 1.600 Sms= 0.128 Sps= 0.085 Design Category= A
Fv= 2.400 Sm1= 0.103 Sp1= 0.069 Design Category= B

Seismic Desing Category= B

Number of stories: 1

Structure Type: Not applicable
Horizontal Struct Irregularities: No plan irregularity
Vertical Structural Irregularities: No vertical irregularity
Flexible Diaphagms: Yes
Building System: Moment-resisting Frame Systems
Seismic resisting system: Steel ordinary moment frames
System Structural Height Limit: Height not limited
Actual Structural Height(hn)= 20.0 ft

DESIGN COEFFICIENTS AND FACTORS

Response Modification Coefficient (R)= 3.5
Over-Strength Factor (Oo)= 2.5
Deflection Amplification Factor (Cd)= 3
Sps= 0.085
Sp1= 0.059
Seismic Load Effect (E)= pQe +/- 0.2SpsD = p Qe +/- 0.017D
Special Seismic Load Effect (Em)= OoQe +/-0.2SpsD = 2.5 Qe +/- 1.017D

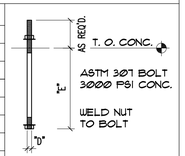
PERMITTED ANALYTICAL PROCEDURES

Siplified Analysis -Use Equivalant Lateral Force Analysis

Equivalent Lateral-Force Analysis- Permitted
Building period coef (T)= 0.020 Cu= 1.70
Approx fundamental period (Ta) CtHn= 0.189 sec x= 0.75 Tmax=CuTa=0.322
User calculated fundamental period(T)= 0 sec Use T= 0.189
Long Period Transition Period (TL)= asce7 MAP= 8
Seismic response coef. (Cs)= Sps I/R= 0.024
need not exceed Cs= Sd1/RT= 0.104
but not less than Cs= 0.010
USE Cs= 0.024
Design Base Shear V= 0.024W
Model & Seismic Resonse Analysis -Permitted (see code for procedure)

PRE-ENGINEERED METAL BLDG.
ANCHOR BOLT SCHEDULE

DIAMETER (D)*	MIN. EMBEDMENT (E)**
5/8"	8" *
3/4"	10" *
7/8"	12" *
1"	14" *
1 1/8"	16" *
1 1/4"	18" *
1 1/2"	22" *



* DIA. OF BOLT BY METAL BLDG. MFGR.

NOTES:
1. DEVELOPS FULL TENSILE CAPACITY OF SINGLE BOLT.
2. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL ANCHOR BOLT INFORMATION.
3. USE 'E' DISTANCE FOR EXTEND ANCHOR BOLT TO CLOSEST MAT OF REBAR, WHICH EVER IS GREATER.

STRUCTURAL DESIGN CRITERIA

GOVERNING CODES AND SPECIFICATIONS

1. Florida Building Code, 2014 Edition.
2. Specifications for Sturctural Steel Building, Allowable Stress Design and Plastic Design, June 1, 1989.
3. Building Code Requirements for Concrete Masonry Structures, ACI 530-08.
4. Building Code Requirements for Reinforced Concrete, ACI 318-08. 2005.

DESIGN GRAVITY LOADS

1. Roof Dead Load ..... 5 PSF
2. Roof Live Load ..... 20 PSF

DESIGN LATERAL LOADS

3. Ultimate Wind Load ..... 140 MPH
Nominal Wind Load ..... 109 MPH
Risk Category II
Enclosure Category ..... Unenclosed
Exposure ..... B

GENERAL STRUCTURAL NOTES

FOUNDATION

1. Foundation design is based on an allowable soil bearing pressure of 2000 PSF and differential settlement of 1/2 inch.
2. Fill (if required) shall consist of non-organic sand with less than 10 percent passing the #200 sieve. Fill shall be place in 12 inch lifts and compacted to a minimum of 95 percent of the Modified Proctor maximum dry density (ASTM D1557).
3. Footings shall be excavated to their bearing elevations and the support soils compacted to a minimum of 95 percent of the Modified Proctor maximum dry density (ASTM D1557) to a depth of 2 feet below footing bearing elevations.
4. Contractor shall provide geotechnical engineering reports by a Florida Registered Geotechnical Engineer confirming that the above assumptions are adequate for the selected building pad. If other or more stringent recommendations are made by the geotechnical reports notify the Structural Engineer of Record prior to construction.
5. Contractor shall provide complete reports, prepared by a Florida Registered Geotechnical Engineer, of all monitoring and testing performed to bring the foundation strata within conformance of design recommendations. Monitoring and testing shall be performed in accordance with the project specifications.
6. Provide 6 mil vapor barrier over compacted subgrade for slab on grade. Vapor barrier shall be lapped a minimum of 6 inches in direction of concrete pour. Care shall be exercised to prevent damage or rupture of barrier. Where columns, pipe conduit, etc. penetrate membrane, cut around projection and seal with joint tape.

CONCRETE

1. All concrete work shall be accomplished in accordance with "Specifications for Structural Concrete for Buildings", ACI 301-89.
2. All concrete shall have a specified minimum compressive strength of 3,000 PSI at 28 days.
3. Concrete aggregate shall be 3/4" in accordance with ASTM C33.
4. Submit mix design for review prior to concrete pour.

REINFORCEMENT

1. Reinforcing steel shall be in accordance with ASTM A615, Grade 60.
2. Masonry joint reinforcement shall be hot-dip galvanized steel wire in accordance with ASTM A82.
3. Welded wire fabric shall be in accordance with ASTM A185 and shall be placed in the upper 1/3 of the slab.

PRE-ENGINEERED METAL BUILDING

1. All structural mill sections and welded plate sections shall be designed in accordance with the AISC Specifications for Structural Steel Buildings.
2. All cold-formed steel structural members shall be designed in accordance with the AISC Specifications fo the Design of Cold-Formed Steel Structural Members.
3. The contractor shall submit complete engineering design analysis and erection drawings for the proper identification and assembly of all building components for review prior to fabrication. These drawings shall indicate column reactions, bolt patterns, transverse cross sections, sidewall elevations, endwall and roof framing, wind bracing and accessory installation details.
4. The engineering design analysis, erection drawings and column reactions shall bear the seal of a Florida registered engineer.
5. Pre-engineered metal buildings shall be engineered and fabricated to meet the AISC certification stand. Category MB.

MISCELLANEOUS

1. Contractor shall brace all construction against gravity, lateral and uplift loads until structure is complete.
2. Coordinate structural work with architectural plans and all other trades.
3. All construction shall be in accordance with the Florida Building Code, 2014 Edition.

AA C000606

HARTER – ADAMS P.A.
ARCHITECTS AND PLANNERS
1370 GENE STREET - WINTER PARK, FLORIDA 32789
PHONE 407 647-5707 FAX 407 647-2052

NEW STORAGE BUILDING
BOAT/ RV/ AUTO STORAGE OF W. ORANGE
1343 Green Forest Ct., Winter Garden, Fl., 34787

REVISION

JOB NO.
15055

DATE
06/22/2015

SHEET
S0.2

CITY OF WINTER GARDEN

Development Review Committee

300 West Plant Street - Winter Garden, Florida 34787-3011
(407) 656-4111 - FAX (407) 877-2363

M E M O R A N D U M

TO: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: NOVEMBER 20, 2015
SUBJECT: REVIEW OF SITE PLAN – BOAT RV and AUTO STORAGE OF WEST ORANGE, LLC CANOPY ADDITION

Pursuant to your request, we have reviewed the site plan dated 9/29/15 for compliance with the City's stormwater and site requirements. This plan proposes a 34,000 s.f. (425' X 80') canopy to be added to the existing paved storage area on Lot 4 of Pavex Park. This is the first review for this expansion project.

ENGINEERING

1. All public improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the contractor prior to issuance of certificate of occupancy.

2. No utilities were shown for the canopy. All on-site utilities shall be privately owned and maintained.

3. It is noted that this canopy is being built over an existing paved surface and it is Staff's understanding that no new impervious surface will be constructed.

PLANNING

4. The side setback for I-1 is 25', the building currently sits at 15' on the south property line, either move this to meet the setback, file for a variance, or provide a Binding Lot Agreement.

5. Change max height from 75' to 40' to represent the permitted height within the I-1 Zoning District. No change to the building is required, building meets height standards.

PUBLIC SERVICES

6. Are there any plans to add another dumpster to the proposed facility? The existing dumpster is on the other side of the property from this proposed storage area.

BUILDING

7. No comments at this time

FIRE

8. No comments at this time

STANDARD GENERAL CONDITIONS

9. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

10. 5' wide (minimum) concrete sidewalks shall be constructed along all street frontages pursuant to City Code,

and will be checked at final inspection. Any damaged, broken or incomplete sidewalks shall be replaced by the Owner/Contractor at the Owner/Contractor's expense.

11. Internal sidewalks shall connect to the public sidewalks in the right-of-way per ADA.

12. All work shall conform to City of Winter Garden standards and specifications.

13. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.

14. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

15. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

16. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

17. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of <u>all</u> site improvements shall be paid prior to issuance of the building permit.

18. Additional comments may be generated at subsequent reviews. Please review this information and contact our office with any questions. Thank you.

END OF MEMORANDUM

File: W\ARM\WG199

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Manager

Via: City Manager Mike Bollhoefer

Date: December 4, 2015 **Meeting Date:** December 10, 2015

Subject: **Architectural Review & Historical Preservation Board Appointments**

Issue: Two of the board members have been nominated to other boards, one member has resigned, and there are other members whose terms have expired. In order to facilitate the monthly meetings, new appointments to the board are needed.

Recommended Action:

Reappoint and/or nominate new board members.

Attachment(s)/References:

Board Applications

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Don Cochran, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: December 3, 2015 **Meeting Date:** December 10, 2015

Subject: Approve and Award Bids for the Opening and Closing of Grave Sites

Issue: The City of Winter Garden has acquired bids for opening and closing services for the grave sites at the City of Winter Garden Cemetery. Two of the three companies contacted submitted bids for these services.

Quality Vaults & Monuments, Inc., was the lowest responsible bidder on the line item bids.

Quality Vaults & Monuments, Inc., has provided these services to the City of Winter Garden for many years, and they have always provided excellent service and reasonable rates.

Recommended Action:

Recommend awarding the attached contract to Quality Vaults, Inc., for opening and closing grave services.

Attachments/References:

- Contract with Quality Vaults, Inc.
- Bids from Quality Vaults, Atlas Concrete Products, and a letter declining to bid from Roberts Vault, Inc.

OPENING AND CLOSING
BURIAL SPACE AGREEMENT
BETWEEN THE CITY OF WINTER GARDEN AND
QUALITY VAULTS, INC.

THIS AGREEMENT is entered into by and between the City of Winter Garden, a Florida municipal corporation ("City"), and Quality Vaults, Inc. ("Contractor").

WHEREAS, the City desires to contract with the Contractor to provide opening and closing services for burial spaces and mausoleum vaults at the Winter Garden Cemetery and for additional services as defined herein.

WHEREAS, the Contractor desires to provide opening and closing services as described above.

NOW, THEREFORE, the City and Contractor do hereby agree as follows:

SECTION 1. Term of Agreement. This Agreement shall become effective as of the date executed by the City as set forth on the signature page hereof and end on September 30, 2016, unless earlier terminated. Unless terminated by either party prior to the beginning of the applicable renewal term, this Agreement will be automatically renewed on October 1, 2016 for an additional one (1) City fiscal year period (running October 1st to September 30th) and thereafter will be automatically renewed on each October 1st thereafter for up to three additional City fiscal year periods (ending on September 30, 2020), with each renewal term being one City fiscal year.

SECTION 2. Scope of Services. The Contractor shall provide all labor, material supplies, and equipment necessary for the opening and closing of burial spaces for interments and disinterment of single spaces.

SECTION 3. City's Responsibilities. The City will be responsible for identification of burial spaces. The City will give the Contractor forty-eight (48) hours verbal notice when the Contractor's services are required.

SECTION 4. Services. The Contractor shall be required to provide the following services under this Agreement:

A. Have the burial space prepared and ready for internment not less than two (2) hours prior to scheduled funeral service.

B. Provide cribbing, grass borders, chapel tent, urn stand, lowering device, and a minimum of twelve (12) chairs. Additional chairs and other matters will be provided on an "as needed" basis.

C. Dig single burial spaces to a depth necessary to accommodate the vault and at least eighteen (18) inches of earth above vault after grave site is covered. A single space shall be four (4) feet by nine (9) feet.

D. Remove or reposition headstones and footstones in order to return them to their original position or better after closing the grave. The Contractor shall provide necessary fill dirt and foundation work required for the performance of this work.

E. Be present during services to provide assistance should any mechanical device fail and to ensure expedient closing of the grave after the funeral.

F. Fill and compact grave spaces, ensuring a finished, level surface by hauling away excess dirt to a designated location at the cemetery.

SECTION 5. Use of Premises. During the progress of the work specified herein, the Contractor shall keep the premises free from accumulations of waste materials, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises as well as all tools, equipment, and surplus materials. The Contractor shall restore to their original condition those portions of the site including, but not limited to, water irrigation pipes, electrical conduit, vaults, vault lid, vault shelves, headstones, and footstones damaged during the performance of the work under this Agreement.

SECTION 6. Safety and Protection. Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons, including, but not limited to, the general public who may be affected thereby.

SECTION 7. City's Representative. City's representative for the purposes of this Agreement shall be the Assistant City Manager – Public Services (the "City's Representative").

SECTION 8. Compensation for Services. The amounts specified are for fixed-price work, which includes all prices for equipment, labor, and material required to perform the work specified.

Opening and closing grave with set-up—$575.00

Opening and closing grave only without set-up—$575.00

Set-up of grave only—$575.00

Infant opening and closing with set-up (20 x 58 in. vault and under)—$460.00

Opening and closing grave with set-up for mausoleum—$575.00

Opening and closing grave with set-up for cremation service—$460.00

Opening and closing grave with set-up for columbarium service—$425.00

Extra tent—$100.00

Extra twelve (12) chairs—$75.00

Opening and closing each grave for disinterment and reinternment—$575.00

Services scheduled at or after 3:00 p.m.—$100.00

Saturday service—$100.00

Sunday service or vault delivery—$300.00

Holiday service or vault delivery—$350.00

Notes:

Holidays include New Year's Day, Memorial Day, July 4th, Labor Day, and Christmas Eve after 2:00 p.m. arrival in the Cemetery.

No services or vault deliveries will be performed on Easter, Thanksgiving, or Christmas. If a holiday falls on Sunday, it will be charged as a holiday.

The Contractor will not open a grave for the casket only.

The Contractor will assume no liability for vaults left above ground.

SECTION 9. Permits and Licenses. The Contractor, at its sole cost expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. Contractor hereby represents and warrants to City that Contractor has the knowledge, experience and skill to perform the services required to be performed by it hereunder; that Contractor shall comply with all applicable federal, state and local laws and codes; that it shall perform said services in accordance with generally accepted professional standards and consistent with the best interests of the City. Contractor warrants and guarantees to City that all services will be performed in accordance with industry standards, free from improper workmanship, and will not be defective.

SECTION 10. Independent Contractor. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City, and no such person shall be entitled to any benefits available or granted to employees of the City.

SECTION 11. Office Hours and Complaints. The Contractor shall maintain an office open to the public within eight (8) miles of the cemetery, which shall be open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

SECTION 12. Non-Assignment. Neither the Contractor nor the City shall assign, transfer, convey, or otherwise hypothecate this Agreement or its rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other.

SECTION 13. Hold Harmless and Indemnification. The Contractor hereby indemnifies and holds harmless the City and its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, losses and attorney's fees and litigation costs (including at pre-trial, trial and appellate levels), whether for bodily injury, death, property damage, intellectual property claims, or otherwise, that may arise or do arise solely or partially from acts, errors, omissions, negligent acts, recklessness, wrongful

acts, or gross negligence of the Contractor or its employees, subcontractors, agents or any other persons employed or utilized by the Contractor in the performance of any services rendered under this Agreement (or any combination thereof) during the performance of this Agreement or in regards to the Winter Garden Cemetery or this Agreement. The maximum monetary limit of indemnification provided by the Contractor under this section and other indemnifications contained within this Agreement is two million dollars ($2,000,000.00) per occurrence, which the City and the Contractor agree bears a commercially reasonable relationship to this Agreement and the Work. This Section shall survive termination and expiration of this Agreement.

Contractor acknowledges and agrees that the real property for which the services are being performed are owned by the City, which is a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the City's sovereign immunity protections. Contractor and its subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall not record or file any claims of lien concerning the services, or any portion thereof. Contractor hereby agrees to indemnify and hold the City harmless from all liens filed by Contractor and from all liens and equitable claims filed by Contractor's subcontractors, materialmen, laborers, equipment providers, vendors and all others claiming by and through Contractor, against the City, the services and real property owned by the City arising out of or concerning the services, including but not limited to City's attorneys' fees, experts' fees and litigation costs (at trial and appellate levels). This paragraph survives expiration and termination of the Agreement and completion of the services.

SECTION 14. Compliance with Laws and Regulations. Reporting. The Contractor agrees that, in the performance of the work and services under this Agreement, the Contractor will qualify under and comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

SECTION 15. Insurance. Contractor shall obtain and maintain throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below:

a) Worker's Compensation—$500,000.00
b) Coverage for all owned, leased, and hired vehicles—$1,000,000.00
c) Comprehensive General Liability—$1,000,000.00

The City shall be a named insured and the Contractor shall deliver and maintain with the City a certificate of insurance evidencing the above. Contractor shall require its insurers to notify the City no later than thirty (30) days prior to any change in or cancellation of the above coverage.

SECTION 16. Termination.

A. In the event the Contractor defaults in the performance of any of the covenants, provisions, or agreements to be kept, done, or performed by it under the terms of this

Agreement, the City shall notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice:

1. The Contractor shall correct the default; or
2. In the event of a default that cannot be corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of the City's notification thereof and thereafter correct the default with due diligence.

B. If the Contractor fails to correct the defaults as provided above, the City without further notice shall have all the following rights and remedies, which the City may exercise singly or in any combination:

1. The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date as the City shall designate with any and all liability of the City to the Contractor to cease except for payment for services previously provided by Contractor; and
2. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform the services otherwise to be performed by the Contractor, or to perform such services itself.

C. The City shall have the right to terminate this Agreement at any time (including during the initial term or any renewal term) upon sixty (60) days written notice to the Contractor without cost or penalty to the City. Termination under this provision does not relieve City from paying Contractor for services rendered prior to the effective date of termination.

D. This Agreement may be terminated by either party at the end of any one year term under this Agreement upon written notice given to the other party at least 30 days prior to any automatic renewal term under Section 1.

SECTION 17. Notices. All notices required or contemplated by this Agreement shall be served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the City:	Assistant City Manager – Public Services City of Winter Garden 300 West Plant Street Winter Garden, FL 34787
To the Contractor:	Quality Vaults, Inc. 751 South Bluford Avenue Ocoee, FL 34761

SECTION 18. Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions,

nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

IN NO EVENT SHALL THE CITY BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, OR SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY CONTRACTOR OR OTHERS UNDER THIS AGREEMENT. IN NO EVENT SHALL CITY'S LIABILITY UNDER THIS AGREEMENT, INCLUDING FOR A DEFAULT THEREOF, EXCEED THE FEES, IF ANY, REQUIRED TO BE PAID UNDER SECTION 8 OF THIS AGREEMENT.

SECTION 19. Public Records. Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's Public Records Act (Chapter 119, Florida Statutes) and as such, Contractor shall comply with all requirements of a contractor under Section 119.0701, Florida Statutes concerning the security, maintenance, preservation, retention and inspection of public records in the control or possession of Contractor (or any of its agents) relating to any services and work performed for the City. While in the possession and control of Contractor, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Act. Upon request by the City, Contractor, at Contractor's expense, shall within a reasonable time (but not exceeding five (5) business days), supply copies of said public records requested to the City, unless the City, in the City's discretion, grants Contractor additional time for providing said records. All public records in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the Contractor, be open and freely exhibited to the City or members of the public for the purpose of inspection and copy. Since public records are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Contractor by the Public Records Act, Contractor agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Contractor and the City. Upon termination or expiration of this Agreement, the Contractor shall, at Contractor's expense, turnover the original or copy of all public records in Contractor's (including sub-consultants) control and possession to the City, except as otherwise directed by the City. Contractor hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Contractor's violation of the Public Records Act or this provision, including for attorneys' fees and costs. This subsection shall survive expiration and termination of this Agreement.

SECTION 20. Law to Govern. This Agreement is entered into and is to be performed in the State of Florida. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the services hereunder shall be in Orange County, Florida, before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The City and Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City and its officials, officers, employees and agents as set forth in the

Constitution and the Laws of the State of Florida, including without limitation, sovereign immunity and those provisions of Section 768.28, Florida Statutes. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City's beyond the fiscal year when the agreement is executed shall be subject to discretionary annual appropriation by the City's Commission of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made or at such other time as the City may determine, without further cost, penalty, or obligation to the City.

SECTION 21. Dispute Resolution. Any disputes, difference claim or counterclaim between City and Contractor arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 22. False Claims. If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. The City and the Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services.

SECTION 23. Titles of Sections. Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretations and are not binding on the parties.

SECTION 24. Amendment. This Agreement may be modified or amended only by a written Agreement duly executed by the parties or their representatives.

SECTION 25. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. In the event it is determined by the City that the law requires either the Contractor or the City to take certain actions with respect to matters related to this Agreement, both parties shall abide by such determination and neither party shall have any liability to the other if said actions are inconsistent with the provisions of this Agreement.

SECTION 26. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, and assigns.

SECTION 27. Entirety. This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date written below.

CITY OF WINTER GARDEN,
A MUNICIPAL CORPORATION

_____
Michael Bollhoefer, City Manager

Date: _____

QUALITY VAULTS, INC., a Florida profit corporation

By: _____

Print: _____

Title: _____

Date: _____

QUALITY VAULTS & MONUMENTS, INC.

Ocoee - DeLand - Lake Wales **Toll Free 1-800-449-8223**

CITY OF WINTER GARDEN SERVICE PRICE LIST 11/1/2015

CEMETERY SERVICES & CHARGES

OPENING & CLOSING GRAVE WITH SET-UP	$575.00
OPENING & CLOSING GRAVE ONLY WITH NO SET-UP	$575.00
SET-UP OF GRAVE ONLY	$575.00
INFANT OPENING & CLOSING WITH SET-UP (20" X 58" VAULT & UNDER)	$460.00
OPENING & CLOSING GRAVE WITH SET-UP FOR MAUSOLEUM	$575.00
OPENING & CLOSING GRAVE WITH SET-UP FOR CREMATION SERVICE	$460.00
OPENING & CLOSING GRAVE WITH SET-UP FOR COLUMBARIUM SERVICE	$425.00
EXTRA TENT	$100.00
EXTRA 12 EXTRA CHAIRS	$75.00

DISINTERMENT & REINTERMENT CHARGES

OPENING & CLOSING EACH GRAVE	$575.00

OTHER SERVICES & CHARGES

SERVICES SCHEDULED AT OR AFTER 3:00 P.M.	$100.00
SATURDAY SERVICE	$100.00
SUNDAY SERVICE OR VAULT DELIVERY	$300.00
HOLIDAY SERVICE OR VAULT DELIVERY	$350.00

NEW YEAR'S DAY, MEMORIAL DAY, JULY 4TH, LABOR DAY & CHRISTMAS EVE AFTER 2P.M. ARRIVAL IN CEMETERY.

NO SERVICES OR VAULT DELIVERIES - ON EASTER, THANKSGIVING, OR CHRISTMAS.
PLEASE NOTE: IF ANY HOLIDAY FALLS ON SUNDAY, IT WILL BE CHARGED AS A HOLIDAY.

PLEASE TAKE NOTE OF ITEMS LISTED BELOW

QUALITY VAULTS, INC. - WILL NO LONGER OPEN GRAVE FOR CASKET ONLY.
QUALITY VAULTS, INC. - WILL ASSUME NO LIABILITY FOR VAULTS LEFT ABOVE GROUND.
ORDERS MUST BE PLACED WITH A 48-HOUR NOTICE: ORDERS PLACED WITH LESS THAN 48-HOUR NOTICE ARE SUBJECT TO A SUR-CHARGE.

Atlas Concrete Products, Inc.
6452 East Colonial Drive Orlando, Fl. 32807
Atlasvaults@gmail.com

Winter Garden Cemetery Service Bid: 2 Year Contract or Determined by Winter Garden City Commission	
Description	**Price**
Opening and Closing Service with setup	$900.00
Opening and Closing service for disinterment & reinternment inside cemetery	$1,800.00
Opening and Closing service for reinternment from another cemetery	$900.00
Opening and Closing with setup for 3 year old and under	$550.00
Opening and Closing with setup for cremation service	$550.00
Opening and Closing with setup for mausoleum	$550.00
Opening and Closing with setup for columbarium service	$550.00
Extra Chairs	$100.00
Extra Tent	$100.00
Service scheduled at or after 3pm	$100.00
Saturday Service	$100.00
Holiday Service	$500.00
Sunday Service	$350.00

ROBERTS VAULT CO., INC.

Manufacturers of

Concrete Burial Vaults • Double Depth Lawn Crypts • Cremation Urns

We appreciate the opportunity to place our bid for cemetery services at Winter Garden Cemetery. Unfortunately, at this time we must decline the proposal.

If you have any questions you may contact our office at (352) – 567 – 2138.
Thank you again for the opportunity.

Amanda Roberts Burns

Phone (352) 567-2138 • Fax (352) 567-0406 • 14621 Roberts Barn Road • Dade City, Florida 33523

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kurt Ardaman, City Attorney

Via: Mike Bollhoefer, City Manager

Date: December 1, 2015 **Meeting Date:** December 10, 2015

Subject: Conserv II Agreement

Issue: The City has been working with Water Conserv II for many years to purchase Conserv's reclaimed water main that serves the southwest area of the City. The purchase was necessitated in part by the City's plans to make improvements to the Avalon/Tilden intersection and to protect the City's consumptive use permit (CUP) issued by the St. Johns River Water Management District (see attached Engineering Department memo).

Recommended Action:

Move to approve the Conserv II Agreement and all associated documents.

Attachments/References:

Engineering Department Background & Recommendation Memo;
Exhibit A - Facilities

#0825-413.1

CITY OF WINTER GARDEN

Engineering Department

300 West Plant Street - Winter Garden, Florida 34787-3011
(407) 656-4111 - FAX (407) 877-2363

M E M O R A N D U M

TO: CITY COMMISSION VIA MICHAEL BOLLHOEFER, CITY MANAGER
FROM: ARTHUR R. MILLER, III, PE, PLS – CITY ENGINEER
DATE: DECEMBER 1, 2015
SUBJECT: WATER CONSERV II AGREEMENT

In conjunction with the City's proposed improvements to CR 545/Avalon Road at the Tilden/Mann intersection and the later widening of CR 545, the existing Conserv II reclaimed water line will need to be relocated. The grading changes necessary to improve sight distance are not compatible with the existing pipe depth and would leave it exposed. Portions of the Conserv II line are within the right-of-way of CR 545 by permit, and other portions are within easements. The lines requiring relocation that are within easements would have to compensate Conserv II for any cost of relocation; Conserv II lines permitted within the road right-of-way would be Conserv II's responsibility to relocate.

For years, the City and Conserv II (50% City of Orlando; 50% Orange County) have been negotiating an agreement to resolve who would pay for the relocation. The City agreed to pay for the portions that were in easements, but Conserv II was reluctant to pay for relocations within the right-of-way. The main reason they were reluctant is that the line in question only supplies reclaimed water to City of Winter Garden developments in the southwest area as required by the City's Consumptive Use Permit (CUP) with the St. Johns River Water Management District – there is no motivation for Conserv II to pay for the relocation as they have no plans to expand their system beyond the Winter Garden service area. At this point in the negotiations, it became apparent that the City would need to control its own destiny to protect its CUP and ensure an adequate supply of drinking water for its residents, both now and in the future. To do that, the City offered Conserv II Ten Dollars ($10.00) to take ownership, control and maintenance of the line shown on the attached Exhibit A – Facilities.

After extensive negotiations, the parties have finally reached a mutually acceptable agreement. Conserv II will retain the Stoneybrook Golf course as its customer until either the City completes its Western Storage and Pumping Facility (currently being designed) **OR** 5 years after the transfer of ownership. Conserv II will also reimburse the City $5,000.00 in right-of-way permit fees since the County will not waive these fees for the City. The City has contracted with DeWitt Excavating for both the Avalon/Tilden and Avalon/Marsh intersection improvements and have instructed them to proceed with the Marsh intersection first, having installed the temporary signal and turn lanes at Tilden. This will allow time for the City of Orlando and Orange County to consummate the agreement after approval by the City of Winter Garden and will hopefully be a seamless transition in construction from one intersection to the other.

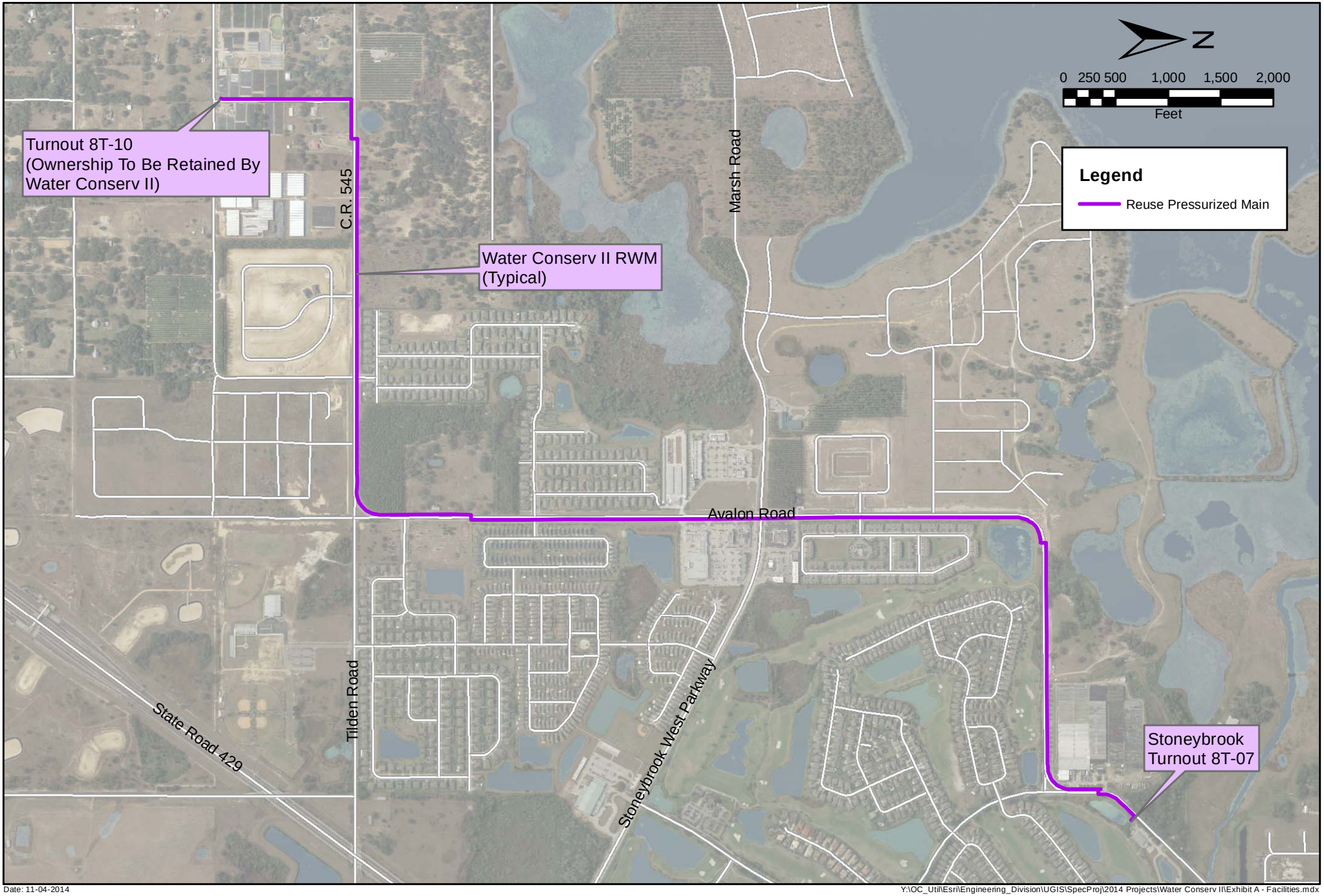
In summary, we recommend that the Agreement and all related documents between the City of Winter Garden and Conserv II be approved, executed by the Mayor, and circulated to the City of Orlando and Orange County for their approval and subsequent closing.

Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM

Attachments (Exhibit A - Facilities)

File: W\ARM\WG200



Date: 11-04-2014

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EXHIBIT A - FACILITIES

FIRST AMENDMENT
TO
WINTER GARDEN AGREEMENT FOR THE
DELIVERY AND USE OF RECLAIMED WATER

THIS FIRST AMENDMENT TO WINTER GARDEN AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER (the "First Amendment") is made and entered into as of the date of last execution below, by and between **CITY OF ORLANDO,** a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("Orlando") and **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County") (Orlando and County are referred to jointly herein as "Suppliers"), and the **CITY OF WINTER GARDEN,** a municipal corporation organized and existing under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Winter Garden"). Suppliers and Winter Garden may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Suppliers and Winter Garden entered into that certain Winter Garden Agreement for the Delivery and Use of Reclaimed Water (the "Wholesale Reclaimed Water Agreement") effective January 6, 2009, pursuant to which the Suppliers agreed to provide, and Winter Garden agreed to accept, wholesale reclaimed water service; and

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, for Suppliers to deliver and Winter Garden to use an average annual amount of reclaimed water; and

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, for Suppliers to install a turnout and all appurtenances including a flow meter at each point(s) of connection, the costs and expenses for which Winter Garden is to reimburse Suppliers, all of which has occurred and been paid; and

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, that Winter Garden may need to convey easements to Suppliers for all turnouts, all of which has occurred; and

WHEREAS, Winter Garden has installed or modified its transmission systems to connect to the Suppliers' system and provided and completed all appropriate back flow prevention devices and extensions, to Suppliers' satisfaction, all as contemplated by the Wholesale Reclaimed Water Agreement; and

WHEREAS, as described in that proposed Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements (the "Purchase Agreement"), to be executed simultaneously with this First Amendment, Suppliers and Winter Garden anticipate the conveyance to Winter Garden of approximately one and one half (1.5) miles of Suppliers' reclaimed water pipe, attendant facilities, and utility easements to allow Winter Garden to become the retail supplier of reclaimed water to, among others, Stoneybrook West Golf Club, LLC, as the successor to Stoneybrook Joint Venture, a Florida general partnership ("Stoneybrook"); and;

WHEREAS, Suppliers intend to continue to provide Reclaimed Water to Stoneybrook pursuant to the "Application for Reclaimed Water Service, Water Conserv II System" dated

April 23, 2014 (the "Stoneybrook Customer Application") until Winter Garden initiates Reclaimed Water service to Stoneybrook; and

WHEREAS, Suppliers and Winter Garden agree that Winter Garden shall add Stoneybrook as a customer and commence supplying Reclaimed Water to Stoneybrook upon completion of its Reclaimed Water storage facility or on or before the fifth anniversary of the Effective Date of the Purchase Agreement, which ever first occurs; and

WHEREAS, Winter Garden, by adding Stoneybrook as a customer, will have the effect of increasing the average annual amount of reclaimed water provided by Suppliers and accepted by Winter Garden under the Wholesale Reclaimed Water Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Orlando, County, and Winter Garden hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. The recitals hereof are true and correct, are material provisions of this First Amendment, and are incorporated herein by reference and made a part of this First Amendment.

SECTION 2. VOLUME OF WATER. Subsections 6(a) and 6(c) of the Wholesale Reclaimed Water Agreement are amended as follows:

> "6) (a) Suppliers will deliver, and Winter Garden shall accept and use, Reclaimed Water in the amount of 2.353 Million Gallons per Day based on an annual average daily flow (AADF), subject to the limitations described in Section 7. Winter Garden agrees to limit the maximum daily peak flow to four (4) million gallons. The delivery volume may be revised by Winter Garden through its City Manager and approved in writing by the Orange County Utilities Director and the City of Orlando Public Works Director. Winter Garden shall not request more reclaimed water than can be beneficially used for any purpose permitted by the Florida Department of Environmental Protection."
>
> "6) (c) Winter Garden acknowledges that the suppliers, through the execution of this Agreement, are committing to provide Reclaimed Water to

Winter Garden in the amounts provided in this Agreement in lieu of beneficially using the Reclaimed Water in another location. As such, Winter Garden commits that the Reclaimed Water provided under this Agreement shall be the only source of irrigation water allowed to be used by its customers, except in cases where supplemental water may be needed to meet peak demands or Reclaimed Water is not available as described in Section 7. In these circumstances, Winter Garden may provide an alternative source of water for irrigation, but only for the period of time that Reclaimed Water is not available or is limited in supply. Notwithstanding Suppliers obligation to deliver Reclaimed Water at the volume set forth herein, during the time that Suppliers retain Stoneybrook, as a customer, Suppliers may reduce the volume of Reclaimed Water delivered to Winter Garden in an amount up to the volume delivered to Stoneybrook."

SECTION 3. EXHIBITS RESCINDED. **Exhibits "A"** and **"B"** to the Wholesale Reclaimed Water Agreement are hereby rescinded in their entirety.

SECTION 4. METERING AND BILLING. This Section and Subsections are hereby inserted into the Wholesale Reclaimed Water Agreement:

(a) METERING. The wholesale metering equipment described as turnout 8T10, has been installed, calibrated and accepted by Suppliers, the wholesale metering equipment shall remain the property of Suppliers, and Suppliers shall be responsible for the operation, maintenance, calibration and replacement of the meter. The metering equipment at turnout 8T-07 (Stoneybrook) will remain the property of the Suppliers, and Suppliers shall be responsible for the operation, maintenance, calibration and replacement of the meter, until such time as Winter Garden provides reclaimed water to Stoneybrook, pursuant to the Purchase Agreement, and turnout 8T-07 becomes the property of Winter Garden, excluding the radio equipment. Thereafter, Winter Garden shall be responsible for the operation, maintenance, calibration, replacement and reading of turnout 8T-07. Suppliers shall read the wholesale meter(s) for billing purposes. The wholesale metering equipment is of standard make and type, installed at a readily accessible location and shall continue to record flow with an error not to exceed plus or minus two percent (2%) of full scale reading for billing purposes. Suppliers shall

inspect the wholesale meter(s) at least annually for accuracy and if needed, re-calibrate the meter(s). If the wholesale meter(s) is found to be in error exceeding two percent (2%) of true accuracy, it shall be recalibrated at Supplier's sole cost and to the satisfaction of the Parties. If the wholesale meter(s) is found to be inaccurate, a bill adjustment will be made to the flow-based component of the charge. The billing adjustment shall be based upon the difference between the inaccurate reading and the average flow for the twelve (12) month period that preceded the inaccuracy. In no case shall the period for which adjustments are sought exceed twelve (12) months. Individual customer metering shall be the responsibility of Winter Garden. The customer metering equipment shall remain the property of Winter Garden, and Winter Garden shall be responsible for the operation, maintenance, calibration and replacement of the meters. Winter Garden shall read the individual customer meters for billing purposes.

(b) BILLING. Winter Garden agrees to pay monthly invoices generated by Orange County for all Reclaimed Water used by Winter Garden. Said charge shall include Orange County's fixed monthly charge and the volume charge based upon and applied to the metered volume of Reclaimed Water, used by Winter Garden on a monthly basis. The Suppliers may cease delivery of Reclaimed Water to Winter Garden if any invoice is not paid in full within thirty (30) days of the date of invoice. Reclaimed Water service will be reinstated upon full payment of the invoice and any additional charges incurred. All Orange County standard billing procedures and charges, approved by the Orange County Board of County Commissioners shall apply. Bills will be sent to:

Assistant City Manager – Public Services
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

(c) By entering into this Agreement, Winter Garden grants a license to Suppliers sufficient to provide Suppliers reasonable access to the wholesale metering equipment. The license can only be terminated by amending or terminating this Wholesale Reclaimed Water Agreement or as otherwise may be agreed to, in writing, by the Parties.

SECTION 5. MISCELLANEOUS CHANGES. The following subsections of the Wholesale Reclaimed Water Agreement are modified:

a. The phrase "shown in Exhibit 'A'" in subsection 10(a) is replaced with the phrase "provided in Section 6";

b. Section 11 is modified by changing the address of Winter Garden to:

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

With a copy to:

Director of Public Services
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

SECTION 6. EFFECTIVE DATE. The Effective Date of this First Amendment shall be the date on which the Closing has occurred under the Purchase Agreement.

SECTION 7. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Wholesale Reclaimed Water Agreement remains intact, unchanged, and in full force and effect. All capitalized words and phrases in this First Amendment have the same meaning given them in the Wholesale Reclaimed Water Agreement.

IN WITNESS WHEREOF, Orlando, County, and Winter Garden have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs, Mayor

DATE: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Attest:

CITY OF ORLANDO, FLORIDA

_____
Alana C. Brenner, City Clerk

_____
Mayor Buddy Dyer

APPROVED AS TO FORM AND
LEGALITY for use and reliance by
the City of Orlando, Florida, only.

_____
Assistant City Attorney

_____, 2015

STATE OF FLORIDA
COUNTYOF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____ and _____, as the _____ and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp
Commissioned Name of Notary Public

_____
My Commission Expires

CITY OF WINTER GARDEN, FLORIDA

By:_____
Mayor

(SEAL)

Print Name:_____

Date:_____

ATTEST:

_____
Kathy Golden, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ and _____, as the _____ and City Clerk of the City of Winter Garden, Florida, and who have acknowledged that they executed the same on behalf of the City of Winter Garden and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____

My Commission Expires: _____

s:\acotter\agrmt\water conserv ii\winter garden agreements aug 2012\wc ii first amendment to rw agreement final 2015-11-04.docx

SALE AND PURCHASE AGREEMENT
FOR
RECLAIMED WATER DISTRIBUTION SYSTEM ASSETS
AND EASEMENTS

THIS SALE AND PURCHASE AGREEMENT FOR RECLAIMED WATER DISTRIBUTION SYSTEM ASSETS AND EASEMENTS (the "Purchase Agreement") is entered into as of the date of last execution below (the "Effective Date") by and amongst the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (collectively, the City of Orlando and Orange County are referred to as the "Water Conserv II Partners"), and the **CITY OF WINTER GARDEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Winter Garden"). Winter Garden and the Water Conserv II Partners may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Water Conserv II Partners jointly own, operate, and maintain the water reclamation facilities known as Water Conserv II, which produce reclaimed water ("Reclaimed Water") for use in productive and beneficial purposes as permitted by the Florida Department of Environmental Protection; and

WHEREAS, the Water Conserv II Partners own and operate certain Reclaimed Water

distribution facilities (the "Facilities," as hereinafter defined) used for the delivery of Reclaimed Water; and

WHEREAS, the Water Conserv II Partners provide Reclaimed Water to Winter Garden pursuant to the agreement entitled "Winter Garden Agreement for the Delivery and Use of Reclaimed Water (the "Wholesale Reclaimed Water Agreement") effective January 6, 2009, as it may be amended from time to time; and

WHEREAS, the Water Conserv II Partners use the Facilities to deliver Reclaimed Water to Stoneybrook West Golf Club, LLC ("Stoneybrook"), for irrigation of approximately 155 acres including a golf course pursuant to "Application for Reclaimed Water Service, Water Conserv II System" dated April 23, 2014 (the Stoneybrook Customer Application"); and

WHEREAS, the Water Conserv II Partners intend to serve Stoneybrook, pursuant to the Stoneybrook Customer Application until Winter Garden provides Reclaimed Water service to Stoneybrook under the terms of this Purchase Agreement; and

WHEREAS, Winter Garden shall initiate Reclaimed Water service to Stoneybrook no later than upon completion of construction of Winter Garden's Reclaimed Water Storage facility, or on or before the fifth anniversary of the Effective Date of this Purchase Agreement, whichever first occurs; and

WHEREAS, the Water Conserv II Partners desire to retain a temporary utility easement over the area on which the Facilities are located as well as the right to use the Facilities, and shall retain ownership and control of the Reclaimed Water delivered to Stoneybrook, until such time that Winter Garden initiates Reclaimed Water service to Stoneybrook; and

WHEREAS, the Facilities are located within the reclaimed water service territory of Winter Garden as defined in that certain interlocal agreement entitled, "City of Winter

Garden/Orange County Water, Wastewater, and Reclaimed Water Territorial Agreement," effective April 17, 2007; and

WHEREAS, the Facilities are located within either: (1) utility easements owned by one or both of the Water Conserv II Partners, or (2) right-of-way of County Road 545 (a/k/a Avalon Road or C.R. 545) which is owned and/or controlled by Orange County; and

WHEREAS, the Water Conserv II Partners wish to sell and convey to Winter Garden and Winter Garden wishes to purchase the Facilities, as hereafter defined, and to, respectively assign and assume, the utility easements (the "Utility Easements," as hereafter defined) within which the Facilities are partially located; and

WHEREAS, Winter Garden is contemplating improving the intersections of C.R. 545 with Tilden Road and with Hartwood-Marsh Road/Stoneybrook West Parkway, and widening the roadway within that portion of C.R. 545 along which the Facilities lies to three lanes (the "Winter Garden Road Improvements"); and

WHEREAS, as part of the Winter Garden Road Improvements, Winter Garden would relocate and/or reconstruct ("Facility Relocation") the Facilities, which relocated and/or reconstructed Facilities may be referred to as "Relocated Facilities," at a different location within the C.R. 545 Right-of-Way and Utility Easement areas; and

WHEREAS, Winter Garden is willing to bear the cost of the Winter Garden Road Improvements and Facility Relocation within the C.R. 545 right-of-way and Utility Easements which are and will be compatible with the Winter Garden Road Improvements; and

WHEREAS, it is understood and agreed that the portion of the Facilities ("Right-of-Way Facilities") that lie within the current C.R. 545 right-of-way as of the Effective Date may remain in the right-of-way unless and until the roadway, as it exists as of the Effective Date, is widened;

and

WHEREAS, the Water Conserv II Partners desire to assign to Winter Garden and Winter Garden desires to assume those rights and obligations as "Suppliers" under the Stoneybrook Customer Agreement, as provided in this Agreement; and

WHEREAS, the Parties agree that the sale and purchase of the Facilities and assignment and assumption of the Utility Easements (as defined below) is in the public interest; and

WHEREAS, the Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Water Conserv II Partners and Winter Garden agree as follows:

Section 1. **Recitals Incorporated.** The above recitals are true and correct, form a material part hereof, and are incorporated herein as fully as if set forth hereafter.

Section 2. **Sale and Purchase of Water Conserv II Facilities.**

2.1 **Sale and Purchase of Facilities.** The Water Conserv II Partners agree to sell and Winter Garden agrees to purchase the Facilities, consisting of all piping, valves, connections, turnouts and all personal property and fixtures lying north of turnout 8T-10 as depicted in **Exhibit "A,"** attached hereto and incorporated herein by this reference which items are part of or related to the Water Conserv II Reclaimed Water Main (typical) shown on **Exhibit "A,"** including but not limited to those listed on the attached **Exhibit "A-1"** (collectively the "Facilities"). The Facilities shall not include any cash derived from the fees, charges, or monthly rates of the Water Conserv II Partners due or received by them up to and including the date of

sale of the Facilities; provided, no fees, charges or monthly rates for reclaimed water to be provided through the Facilities after the Closing Date, as hereinafter defined, have been pre-paid or have been agreed to be pre-paid, to Water Conserv II Partners. Furthermore, the Facilities shall not include any cash derived from fees, charges, and monthly rates of the Water Conserv II Partners due and received by the Water Conserv II Partners for Reclaimed Water service to Stoneybrook between the Closing Date until Winter Garden provides Reclaimed Water service to Stoneybrook. Upon transfer of the Facilities, as provided in this Purchase Agreement, Winter Garden shall assume ownership and maintenance of, and responsibility for, the Facilities, and Water Conserv II Partners shall have no further interest in same, except as otherwise provided in this Purchase Agreement. Winter Garden accepts the Facilities in their "AS IS" and "WHERE IS" condition, with no warranties whatsoever, except as otherwise provided in this Purchase Agreement.

2.2 **Temporary Utility Easement.** Upon transfer of the Facilities to Winter Garden, Water Conserv II Partners shall retain a temporary utility easement, as more particularly described in **Exhibit "C,"** attached hereto and by this reference incorporated herein (the "Temporary Utility Easement") over the Facilities and the land upon which the Facilities are located in order for the Water Conserv II Partners to continue to deliver Reclaimed Water to Stoneybrook until Winter Garden provides Reclaimed Water to Stoneybrook. The Temporary Utility Easement shall automatically terminate, without the necessity of vacation or Winter Garden obtaining a release from the Water Conserv II Partners, at such time as Winter Garden initiates delivery of Reclaimed Water to Stoneybrook. Any Party may file a Notice in the Official Records of Orange County, Florida, as evidence of the termination of the Temporary Utility Easement.

2.3 **Delivery of Reclaimed Water to Stoneybrook West Golf Club, LLC.** After the sale of the Facilities to Winter Garden, the Water Conserv II Partners shall continue to use the

Facilities, at no cost to the Water Conserv II Partners, to provide Reclaimed Water service to Stoneybrook, until Winter Gardens begins delivery of Reclaimed Water to Stoneybrook. Pursuant to an amendment to the Wholesale Reclaimed Water Agreement and this Purchase Agreement, Winter Garden will begin providing Reclaimed Water service to Stoneybrook no later than upon completion of construction of its Reclaimed Water Storage facility, or on or before the fifth anniversary of the Effective Date of the this Purchase Agreement, whichever first occurs. The Water Conserv II Partners responsibility to provide Reclaimed Water to Stoneybrook will end when Winter Garden begins delivery of Reclaimed Water to Stoneybrook.

2.4 **Relocation of Facilities.** Winter Garden shall be solely responsible for the cost of relocation of the Facilities within the C.R. 545 right-of-way and Utility Easements as required by the construction of the Winter Garden Road Improvements mentioned generally in this Purchase Agreement. After Winter Garden initiates Reclaimed Water Service to Stoneybrook, then the Water Conserv II Partners shall have no more responsibility for the Facilities, including any cost of relocation. During the period between the Closing Date and the date that Winter Garden initiates Reclaimed Water service to Stoneybrook, the Water Conserv II Partners shall be responsible for the cost of operating and maintaining the turnout 8T-07, but not for the cost of pipe or turnout relocation, if required.

Section 3. **Assignment and Assumption of Easements.** The Water Conserv II Partners agree to assign and convey and Winter Garden agrees to assume the utility easements which are more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference (the "Utility Easements"). Upon assignment, conveyance and assumption of the Utility Easements, as provided in this Purchase Agreement, Winter Garden shall assume ownership of, and responsibility for the Utility Easements, and Water Conserv II Partners shall have no further

interest in same.

Section 4. **Purchased Assets.** On the Closing Date, the Water Conserv II Partners shall sell, assign, transfer, convey and deliver to Winter Garden, and Winter Garden shall purchase and accept all of the right, title and interest in and to the Facilities and the Utility Easements (collectively the "Purchased Assets").

Section 5. **Purchase Price and Payment.** Winter Garden shall pay the Water Conserv II Partners on the Closing Date, and the Water Conserv II Partners agree to accept Ten Dollars ($10.00) as the purchase price for the Purchased Assets (the "Purchased Assets' Purchase Price"). The Parties agree that the Purchased Assets' Purchase Price shall be paid at Closing in federal or other immediately available funds.

Section 6. **Facilities in Right-of-Way Subject to Orange County Regulation**. Winter Garden understands and agrees that to the extent the Facilities and/or Relocated Facilities lie within the current or contemplated right-of-way of C.R. 545, they remain there subject to the terms and conditions of the right-of-way utilization permit(s) provided the Facilities and/or Relocated Facilities are allowed to remain within the right-of-way and Utility Easements. Winter Garden shall have the right to remove, relocate, operate, maintain, repair and replace the Facilities and/or Relocated Facilities, at no cost to Orange County subject to the terms and conditions of such right-of-way utilization permit(s); provided the Facilities and/or Relocated Facilities are allowed to remain within the right-of-way and Utility Easements. Prior to the Closing Date, Winter Garden shall apply to Orange County for a right-of-way utilization permit for all Facilities and Facility Relocation within the C.R. 545 right-of-way and Orange County shall use its best efforts to take final action on such right-of-way utilization permit to Winter Garden. The City of Orlando shall have no liability to Orange County or the City of Winter

Garden under this Section, except for its share of the fee for the right-of-way utilization permit pursuant to Section 9.4.

Section 7. Representations and Warranties of Water Conserv II Partners. The Water Conserv II Partners represent and warrant to Winter Garden that:

7.1 Organization, Standing and Power. Orange County is a charter county and political subdivision of the State of Florida. The City of Orlando is a municipal corporation organized and existing under the laws of the State of Florida. Collectively, the Water Conserv II Partners have all requisite power and authority to own, lease and sell the property and easements being conveyed and assigned hereunder, and to conduct its businesses related thereto as it is currently being conducted.

7.2 Authority for Agreement. The Water Conserv II Partners have the power and authority to execute and deliver this Purchase Agreement and to carry out their obligations hereunder. This Purchase Agreement has been duly authorized by all action required to be taken by each of the Water Conserv II Partners, has been duly executed and delivered by the Water Conserv II Partners, and constitutes a valid and binding obligation of the Water Conserv II Partners enforceable in accordance with its terms.

7.3 Exclusivity. There are no mortgages, liens, claims or encumbrances of any type or nature upon or against the Facilities or the Utility Easements including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the county where the property is located or with the Secretary of State. The Water Conserv II Partners are in exclusive ownership, possession, and control of the Facilities and Utility Easements except for non-exclusive easements, and the Water Conserv II Partners at Closing shall deliver possession and control of the Facilities and Utility Easements to Winter

Garden.

7.4 **Leases**. None of the Facilities are subject to any interest of any lessor or lessee.

7.5 **All Necessary Governmental Permits and Approvals; Certifications.** At or before the Closing Date, the Water Conserv II Partners shall cooperate with Winter Garden to obtain all necessary governmental permits and approvals (collectively "Permits"), if any, such that Winter Garden can operate the Facilities until the expiration of Water Conserv II Partners' permits at the volumes set forth in the Wholesale Reclaimed Water Agreement, or any amendment thereto. This warranty shall be limited by the assumption that Winter Garden operates the Facilities in accordance with the permits and does not modify the Facilities in any manner which would adversely affect the permits, and is further subject to *force majeure* and any change in applicable laws, rules and regulations including, but not limited to, existing laws, rules or regulations which require future compliance by owner of the Facilities and Utility Easements (such as the disinfectants/disinfection by-products rule).

Section 8. **Conduct Pending Closing.** The Water Conserv II Partners covenant that pending the closing:

8.1 **Business Conduct**. Except as otherwise consented to in writing by Winter Garden, whose consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the Effective Date and ending on the Closing Date, Water Conserv II Partners at Water Conserv II Partners' cost shall:

a. operate the Facilities in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;

b. maintain all of the Facilities' material structures, equipment, permits and other tangible personal property and fixtures in good repair, order and condition, except for

depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

c. keep in full force and effect insurance (including self-insurance) comparable in amount and scope of coverage to insurance now carried by it for the Facilities;

d. perform, in all material respects, all of its obligations under agreements, contracts and instruments relating to or affecting the Facilities' properties, assets and operation;

e. promptly advise Winter Garden, in writing, of any material change which adversely affects the operation of the Facilities;

f. subject to available administrative remedies pursuant to Chapter 120, *Florida Statutes*, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all Facilities' permit requirements and obtain all necessary permit extensions or renewals with no additional operational or capital obligations such that said permits are valid as of the Closing Date.

g. Absence of Changes. After the Effective Date, the Water Conserv II Partners shall not:

1. undergo any change in its condition of properties, assets, liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the Facilities;

2. acquire or dispose of any of the Facilities' assets or properties of material value (in excess of $1,000.00) except in the furtherance of this Purchase Agreement, except in the ordinary course of business and except with Winter Garden's consent, which shall not be unreasonably withheld, delayed or conditioned.

8.2 **Risk of Loss.** The Water Conserv II Partners shall bear the risk of loss, damage or destruction of the Facilities by fire or other casualty prior to and including the Closing Date.

If any portion of the Facilities is damaged by fire, act of God or other casualty before the Closing Date, and such damage has not been repaired, or provision made for such repair, by the Water Conserv II Partners as of the Closing Date, Winter Garden shall have the option of: (1) taking the Facilities as is, without reduction in price, together with the Water Conserv II Partners' assignment to Winter Garden of all rights under its insurance policies and all of the insurance proceeds, if any; or (2) electing not to purchase the particular asset subject to the capital loss.

8.3 **No Transfers or Encumbrances.** From and after the Effective Date, Water Conserv II Partners will not dispose of, hypothecate or encumber any of the Facilities or Utility Easements, without the prior written consent of Winter Garden, which shall not unreasonably be withheld, with the exception of any transactions occurring in the ordinary course of Water Conserv II Partners' business.

8.4 **Performance of Closing Conditions.** The Water Conserv II Partners shall perform all of the conditions to closing which should be performed by the Water Conserv II Partners prior to the Closing Date as provided herein.

8.5 **Examination and Inspection.** The Water Conserv II Partners will permit reasonable examination by Winter Garden's authorized representatives of all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements and inventories which are utilized by the Water Conserv II Partners in connection with the Facilities. No such examination by Winter Garden's authorized representatives shall interfere with the Water Conserv II Partners' operations of the Facilities or the day-to-day operations of the Water Conserv II Partners' personnel. The Water Conserv II Partners shall make these assets and records available for examination by Winter Garden's authorized representatives at reasonable

times and upon prior written notice from Winter Garden (not less than forty-eight (48) hours in advance).

8.6 **Post-Closing Collection.** Notwithstanding anything herein to the contrary, following closing of this transaction, Water Conserv II Partners shall be entitled to bill and collect from its customers for any reclaimed water revenues earned by or owed to Water Conserv II Partners on or prior to the Closing Date, but not for any reclaimed water to be provided after the Closing Date, with the exception of Reclaimed Water delivered to Stoneybrook, up to but not including the date that Winter Garden initiates Reclaimed Water service to Stoneybrook as provided in this Purchase Agreement. Winter Garden shall notify utilities customers that failure of said customers to pay outstanding Water Conserv II Partners' utility bills will be treated as a delinquent account subject to a late fee or service disconnection if not promptly paid.

Section 9. **Representations and Warranties of Winter Garden.** Winter Garden represents and warrants to each of the Water Conserv II Partners as follows:

9.1 **Authority for Agreement.** Winter Garden has the authority and power to execute and deliver this Purchase Agreement and to carry out its obligations hereunder. Winter Garden has held all of the necessary public hearings to authorize Winter Garden's purchase of the Facilities.

9.2 **Delivery of Resolution.** Winter Garden will deliver to Water Conserv II Partners a certified copy of the minutes or any resolution of Winter Garden's City Commission approving this Purchase Agreement promptly after Winter Garden's execution hereof, within ten (10) days after adoption of said Resolution or approval of this Purchase Agreement by Winter Garden.

9.3 **Inspections.** All inspections of the Facilities by Winter Garden or its representatives performed pursuant to this Purchase Agreement shall not materially interfere

with the operation of the utility systems or the day-to-day activities of the Water Conserv II Partners' personnel, and Winter Garden agrees to indemnify and hold each of the Water Conserv II Partners harmless from any third-party claims, actions, liabilities, losses, expenses, damages, fees, costs, or fines, including costs and attorney's fees at trial and appeal, which the Water Conserv II Partners incur (for personal injury or property damage) arising from or related to the inspection of the Facilities pursuant to this Agreement by Winter Garden, its agents, contractors, representatives and/or employees. This section shall survive the expiration or termination of this Purchase Agreement.

9.4 Right-of-Way Utilization Permit. Prior to the Closing Date, Winter Garden shall apply to Orange County for a right-of-way utilization permit for all Facilities and Facility Relocation/Relocated Facilities within the C.R. 545 right-of-way. The Water Conserv II Partners agree to pay the filing fee for the right-of-way utilization permit contemplated in this Section, in equal shares, up to an amount not-to-exceed $5,000.00. Winter Garden agrees that it shall be responsible for any fees for the right-of-way utilization permit in excess of $5,000.00.

Section 10. Additional Conduct Pending Closing. Winter Garden and the Water Conserv II Partners covenant with each other that pending the closing on this transaction, neither shall obstruct, hinder or interfere in the operation of the Facilities by the Water Conserv II Partners or with the processing and consideration by governmental agencies of any applications or petitions filed by the Water Conserv II Partners or Winter Garden that are related to the Facilities. Water Conserv II Partners shall execute all necessary documents to assist in securing necessary governmental approval(s) for the renewal and expanded use of the Facilities, and shall use its best efforts to assist Winter Garden in obtaining all such necessary governmental approvals as may be required to close this transaction and other assets to Winter Garden. Winter

Garden and Water Conserv II Partners shall each be responsible for the cost and expense of their respective efforts in obtaining all such necessary governmental approvals. Prior to Closing, neither Winter Garden, nor any of Winter Garden's representatives, consultants, contractors, employees or agents shall file any application or petition with any governmental agency (except Orange County) for permitting of the Facility Relocation and/or Relocated Facilities which agency(ies) have jurisdiction over the Facilities without prior written approval of the Water Conserv II Partners.

Section 11. **Adjustments and Prorations; Closing Costs.** At the time of Closing, the Parties covenant and agree that the following adjustments shall be made:

11.1 Both Winter Garden and the Water Conserv II Partners are exempt from real and personal property taxes. However, if any personal property taxes for the year of Closing are due on personal property, if any, which is being conveyed by the Water Conserv II Partners to Winter Garden, such taxes shall be prorated as of 11:59 p.m. of the Closing Date and said prorated amount shall be paid by the Water Conserv II Partners. As part of the conveyance of the Facilities and the assignment and assumption of the Utility Easements, Winter Garden shall not be charged with proration of any ad valorem taxes.

11.2 Within thirty (30) days after the date that Winter Garden initiates Reclaimed Water service to Stoneybrook (the "WCII End of Service Date"), the Water Conserv II Partners will render bills in its name to all customers for the last period of service through the WCII End of Service Date. All rates, fees, and charges for reclaimed water service through the WCII End of Service Date shall be the property of the Water Conserv II Partners. All rates, fees, and charges for reclaimed water service after the WCII End of Service Date shall be the property of Winter Garden.

11.3 Water Conserv II Partners represent that they do not hold any Connection Charges, as hereinafter defined, heretofore paid to Water Conserv II Partners under any agreements for connections not yet made to the Utility Systems as of the Closing Date. Water Conserv II Partners have entered into no agreements or commitments with developers or customers, other than current customers said customers only include the City of Winter Garden and Stoneybrook West Golf Club, LLC, providing for the extension of services or facilities with regard to the Facilities. The term Connection Charges means connection, plant capacity, main extension, allowance for funds prudently invested ("AFPI") charges and/or capital charges.

11.4 All costs of recording any releases, satisfactions or corrective instruments, if any, shall be paid by Winter Garden.

11.5 Certified, confirmed or ratified special assessments or municipal liens prior to the Closing Date, if any, shall be prorated as of the Closing Date, and said prorated amount will be paid by Water Conserv II Partners.

11.6 Any taxes on gross receipts, regulatory assessment fees, or gain on sale incurred as of the Closing Date shall be determined and paid by Water Conserv II Partners.

11.7 The bills for electricity and other utility services for the month in which this Closing shall take place shall be prorated between the Parties at Closing, and Winter Garden shall make arrangements for the appropriate utilities to bill Winter Garden for services rendered subsequent to the Closing.

11.8 All bills for other services, materials and supplies rendered in connection with the operation of the Facilities prior to Closing shall be paid by Water Conserv II Partners, and such costs for services, materials and supplies rendered and incurred after Closing shall be obligations of Winter Garden except for services, materials and supplies related to supplying Reclaimed

Water to Stoneybrook by the Water Conserv II Partners after Closing, which shall be Water Conserv II Partner's cost.

11.9 The cost of recording the Assignment and Assumption of Utility Easements Agreement shall be paid by Winter Garden.

Section 12. **Closing/Closing Date.** The place of Closing shall be at office of the City Manager, 300 West Plant Street, Winter Garden, Florida, and such closing shall occur on or before _____ (the "Closing Date"), or ten (10) days after Winter Garden receives its right-of-way utilization permit referenced in Section 9.4 above, whichever last occurs. The Closing of this transaction may be extended beyond the Closing Date in order to allow for the fulfillment of obligations set forth in this Purchase Agreement, but in no event beyond thirty (30) days from the Closing Date, unless mutually agreed in writing by the Parties, or extended by provision of this Purchase Agreement.

Section 13. **Closing Documents and Procedures.**

13.1 **Deliverables from Water Conserv II Partners.** The following documents shall be delivered by the Water Conserv II Partners to Winter Garden no later than ten (10) days prior to Closing, but shall be executed on the Closing Date:

a. Bills of sale and other documents of assignment and transfer for all Facilities;

b. Copies of all permits, governmental authorizations and approvals, together with applicable permit applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals (originals thereof to be delivered at Closing);

c. Customer records showing customer name; billing address; site of service address; meter size, type, identification number and last twelve (12) months of consumption or

use records;

d. Evidence of insurance and an original executed certification to Winter Garden as contemplated by subsection 8.1.c. hereof;

e. Such other instruments and documents, in form approved by Winter Garden's counsel as may be reasonably required in order to transfer ownership and possession of the Purchased Assets to Winter Garden; provided that none of such documents shall result in any additional liability, financial or otherwise, on the part of Water Conserv II Partners not otherwise provided for in this Purchase Agreement; and

f. All assignments of agreements, permits and governmental approvals to operate the Facilities required by law, rule or regulation to assign the agreements, permits or approvals to Winter Garden; and

g. Assignment and Assumption of Utility Easements to Winter Garden.

13.2 **Deliverables from Winter Garden.** On the Closing Date(s), Winter Garden shall pay the Purchased Assets' Purchase Price by delivering a Winter Garden warrant or check to the Water Conserv II Partners in the amount due Water Conserv II Partners as provided in Section 5 herein, subject to the prorations and adjustments as provided for herein. Winter Garden shall also deliver at the Closing the executed form of an assumption of the agreements, permits or governmental approvals required to operate the Facilities set forth in this Purchase Agreement, an assumption of the permits, agreements, approvals and other interests in the Facilities being assigned by the Water Conserv II Partners, and a certified copy of a resolution or minutes of Winter Garden approving this transaction, if not previously delivered to Water Conserv II Partners. These documents shall be executed on or before the Closing Date, or as required by law or regulatory agency. The assignments and assumptions being prepared by the Parties may be

incorporated into one document (with appropriate exhibits as required) at the convenience and with the concurrence of the Parties. Winter Garden shall also deliver at Closing such other instruments and documents as Water Conserv II Partners' counsels may reasonably require, in form approved by Winter Garden's counsel, in order to transfer possession and control of the Facilities to Winter Garden, provided that none of such documents shall result in any additional liability on the part of Winter Garden not otherwise provided for in this Purchase Agreement.

Section 14. **Responsibility for Professional Fees and Costs.** Each Party shall be responsible for its own attorney's fees, engineering fees, accounting fees and other costs in connection with the preparation and execution of this Purchase Agreement, the Closing of the transaction contemplated herein and in connection with all judicial and administrative proceedings related to the acquisition of the Facilities.

Section 15. **Commissions.** The Water Conserv II Partners and Winter Garden warrant to the other that the transaction contemplated by this Purchase Agreement is a direct, transaction between the Water Conserv II Partners and Winter Garden without the use of a broker or commissioned agent.

Section 16. **Notices; Proper Form.** Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

CITY OF ORLANDO: Director, Public Works
400 S. Orange Avenue
Orlando, Florida 32802-4990

ORANGE COUNTY:	Manager, Real Estate Management Division P.O. Box 1393 Orlando, Florida 32802-1393
With a copy to:	Director, Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
CITY OF WINTER GARDEN:	City Manager 300 West Plant Street Winter Garden, Florida 34787
With a copy to:	Director of Public Services 300 West Plant Street Winter Garden, Florida 34787

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given five (5) days after deposit in the U.S. mail.

Section 17. Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Purchase Agreement. Amendments to the provisions herein shall be made by the Parties in writing by formal action of their governing bodies.

Section 18. Disclaimer of Third Party Beneficiaries. This Purchase Agreement is solely for the benefit of the formal Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

Section 19. **Binding Effect.** All of the provisions of this Purchase Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of Winter Garden and the Water Conserv II Partners.

Section 20. **Time of the Essence.** Time is hereby declared of the essence in the performance of each and every provision of this Purchase Agreement.

Section 21. **Applicable Law.** This Purchase Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any litigation shall be in Orange County, Florida

Section 22. **Miscellaneous.**

22.1 All of the Parties to this Purchase Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Purchase Agreement shall not be more strictly construed against any one of the Parties hereto.

22.2 Except for the provisions providing that Winter Garden is obligated to purchase from Water Conserv II Partners all of the specified Water Conserv II Partners' Facilities and Utility Easements, in the event any term or provision of this Purchase Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Purchase Agreement shall be construed to be in full force and effect. If the terms set forth in the first clause of this Section are stricken by a Court, then this Purchase Agreement may be declared null and void by any Party to it.

22.3 Except as provided otherwise herein, in the event of any litigation between the Parties under this Purchase Agreement, each Party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels.

22.4 In construing this Purchase Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

22.5 To the extent allowed under section 768.28, Florida Statutes, and subject to the limitations thereof, Water Conserv II Partners shall indemnify and hold Winter Garden harmless from, all claims, disputes, lawsuits, attorneys' fees, judgments and other adverse matters, including third party claims, arising from or related to events that occurred prior to the Closing Date for matters pertaining to the Purchased Assets. This paragraph shall not be construed as a waiver of sovereign immunity of the Water Conserv II Partners, individually or jointly. This Section 22.5 shall survive Closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year written below their signatures.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Teresa Jacobs, Mayor

Date:_____

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of Orange County Commissioners

By:_____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By:_____
Mayor Buddy Dyer

(SEAL)

Date:_____

ATTEST:

_____
Alana Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Orlando, Florida only.

_____, 2015

_____
Assistant City Attorney
City of Orlando

CITY OF WINTER GARDEN, FLORIDA

By:_____
Mayor

(SEAL)

Print Name:_____

Date:_____

ATTEST:

_____
Kathy Golden, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Winter Garden, Florida only.

_____, 2015

_____
City Attorney
City of Winter Garden

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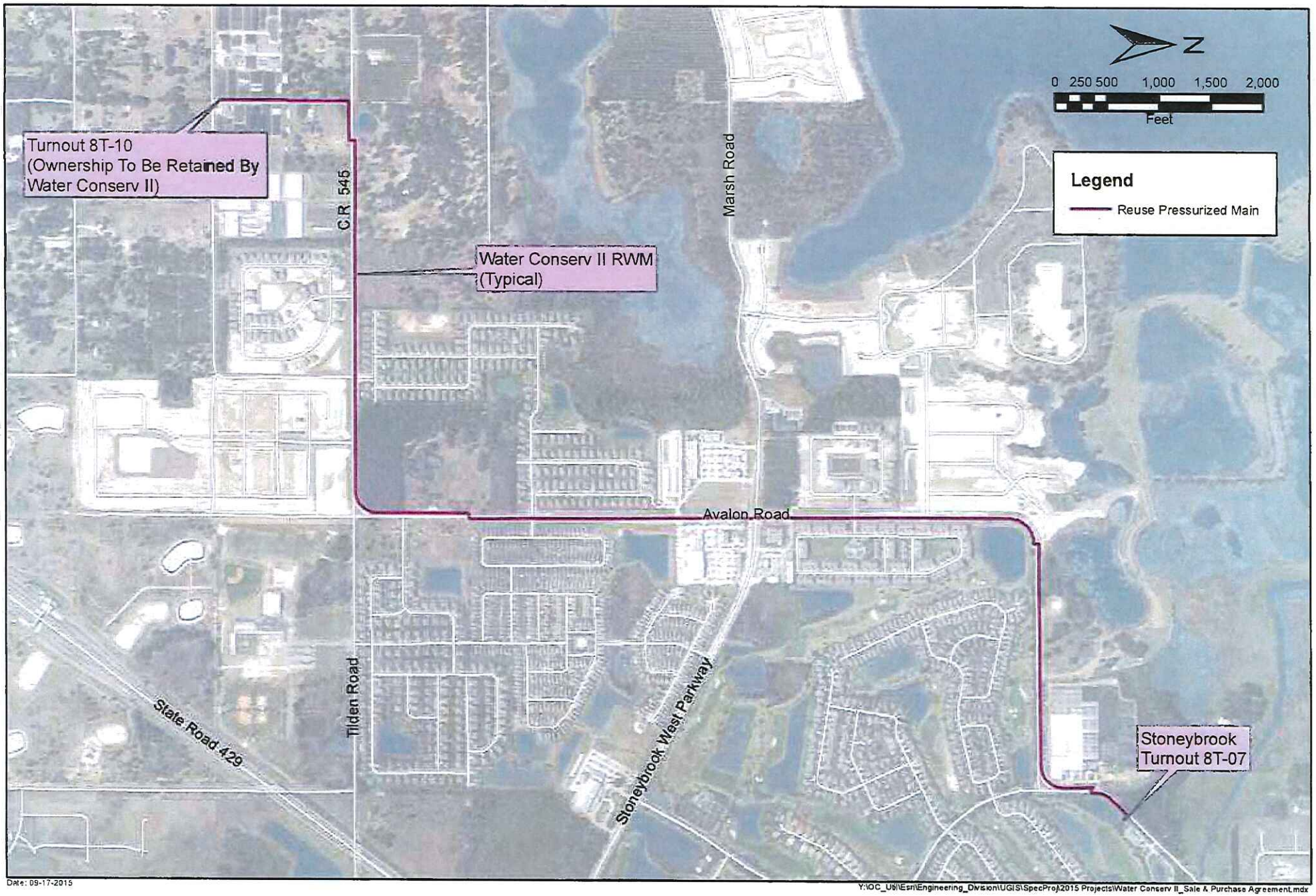

Date: 09-17-2015

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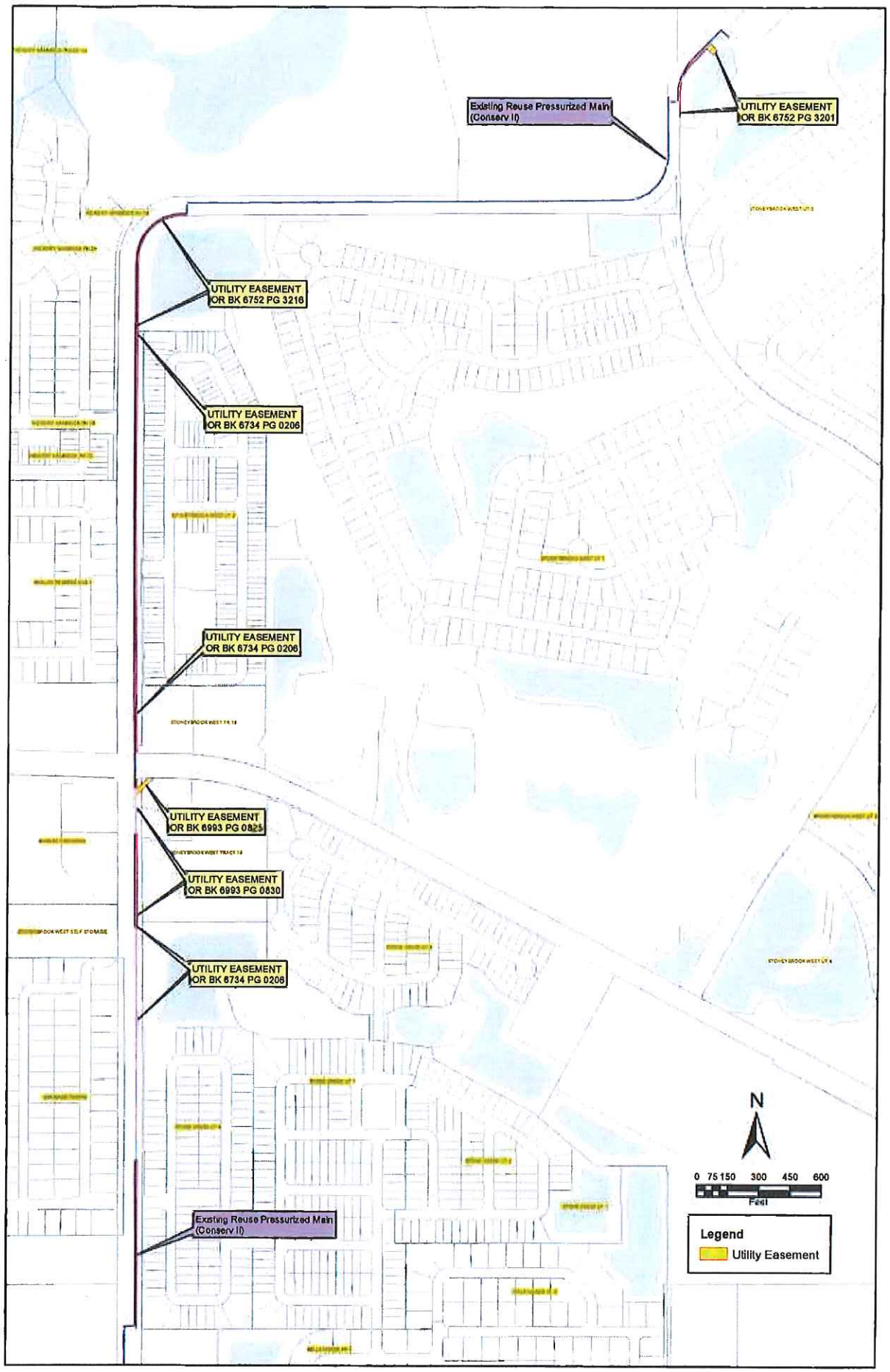
Sale & Purchase Agreement

EXHIBIT A - FACILITIES

EXHIBIT "A-1"

Inventory of all Equipment and Parts

Item No.	Qty	Unit	Item Description (Unit6 Price in words)	Unit Price	Total Price
1	480	Linear Feet	Stoneybrook West: 10-inch Trenched Ductile Iron Pipe	$20.00	$9,600.00
2	5.035	Linear Feet	Stoneybrook West: 16-inch Trenched Ductile Iron Pipe	$25.00	$125,875.00
3	3.752	Linear Feet	Stoneybrook West: 20-inch Trenched Ductile Iron Pipe	$39.00	$146,328.00
4	5.088	Linear Feet	Stoneybrook West: 24-inch Trenched Ductile Iron Pipe	$46.00	$234,048.00
5	35	Linear Feet	Stoneybrook West: 10-inch Directional Drilled HDPE Pipe	$115.00	$4,025.00
6	655	Linear Feet	Stoneybrook West: 16-inch Directional Drilled HDPE Pipe	$110.00	$72,050.00
7	205	Linear Feet	Stoneybrook West: 20-inch Directional Drilled HDPE Pipe	$225.00	$46,125.00
8	35	Linear Feet	Stoneybrook West: 24-inch Directional Drilled HDPE Pipe	$530.00	$18,550.00
9	3	Each	Stoneybrook West: 16-inch Diameter Butterfly Valve	$4,000.00	$12,000.00
10	5	Each	Stoneybrook West: 20-inch Diameter Butterfly Valve	$4,500.00	$22,500.00
11	2	Each	Stoneybrook West: 24-inch Diameter Butterfly Valve	$5,500.00	$11,000.00
12	5	Each	Stoneybrook West: 4-inch Air Release Valve and Combination Air Release/Vacum Valve Assemblies	$5,250.00	$26,250.00
13	3	Each	Stoneybrook West: 3-inch Air Release Valve and Combination Air Release/Vacum Valve Assemblies	$4,750.00	$14,250.00
14	1	Lump Sum	Stoneybrook West: 8-Inch Turnout 8T-07: Including all materials. eqipment pipe: fittings: piping appurtenances: butterfly valves; pressure reducing valves; blind flanges; pressure gauges; air release valves and isolation valves; excluding radio equipment	$25,000.00	$25,000.00
15	1	Lump Sum	Stoneybrook West: Electrical Power Systems	$19,500.00	$19,500.00
16	1	Lump Sum	Stoneybrook West: Instrumentation and Controls.	$86,00.00	$86,00.00



Sale & Purchase Agreement

EXHIBIT B - UTILITY EASEMENTS

Date 10-02-2015

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Exhibit C - Sale and Purchase Agreement

Temporary Utility Easement

Official Records Book	Page
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

This document was prepared by and
after recording should be returned to
Anthony J. Cotter, Assistant County Attorney
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, FL 32801

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, and the **CITY OF ORLANDO**, a Florida municipal corporation (jointly the "**Seller**"), for and in consideration of the sum of Ten Dollars ($10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by **CITY OF WINTER GARDEN,** a Florida municipal corporation (the "**Buyer**") has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto the **Buyer**, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by **Seller** which are used or held for use by **Seller** exclusively in connection with those reclaimed water systems of **Seller** located in Orange County, Florida, consisting of the specified CONSERV II Facilities (collectively called the "Facilities") and consisting of all real, personal and mixed property exclusively used or exclusively held for use in connection with the Facilities. The assets being conveyed hereunder shall hereinafter be referred to as the "Purchased Assets."

The Purchased Assets shall mean:

A. **Reclaimed Water Facilities**. All piping, valves, connections, turnouts and all personal property and fixtures lying north of turnout 8T-10 as described in **Exhibit "A,"** incorporated in and attached hereto;

B. **Customer Deposits.** None due from **Seller** to **Buyer**;

TO HAVE AND TO HOLD the same unto the **Buyer**, its successors and assigns forever.

And the **Seller**, for itself and its successors, hereby covenants to and with **Buyer**, its successors and assigns, that it is the lawful owner of the Purchased Assets; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller hereto executes this document on the date and

year written below their signatures.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Teresa Jacobs
County Mayor

Date:_____

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of Orange County Commissioners

By:_____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By:_____
Mayor Buddy Dyer

(SEAL)

Date:_____

ATTEST:

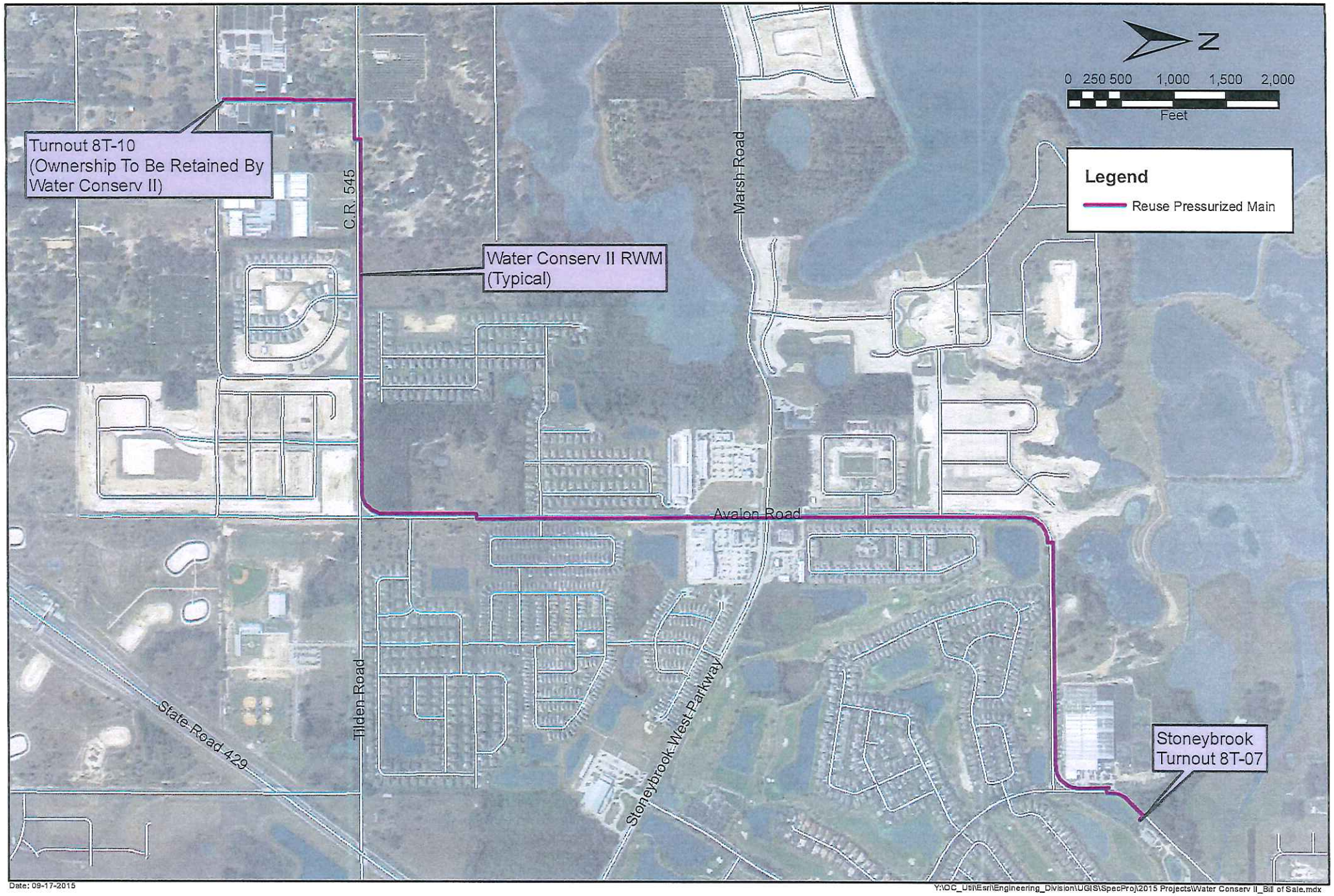
_____
Alana Brenner, City Clerk

APPROVED AS TO FORM AND
LEGALITY
For the use and reliance of the
City of Orlando, Florida only.

_____, 2015

_____
Assistant City Attorney
City of Orlando

s:\acotter\agrmt\water conserv ii\winter garden agreements aug 2012\final drafts\wc ii bill of sale final 2015-11-04.doc



Bill of Sale

EXHIBIT A - FACILITIES

EXHIBIT "A-1"

Inventory of all Equipment and Parts

Item No.	Qty	Unit	Item Description (Unit6 Price in words)	Unit Price	Total Price
1	480	Linear Feet	Stoneybrook West: 10-inch Trenched Ductile Iron Pipe	$20.00	$9,600.00
2	5.035	Linear Feet	Stoneybrook West: 16-inch Trenched Ductile Iron Pipe	$25.00	$125,875.00
3	3.752	Linear Feet	Stoneybrook West: 20-inch Trenched Ductile Iron Pipe	$39.00	$146,328.00
4	5.088	Linear Feet	Stoneybrook West: 24-inch Trenched Ductile Iron Pipe	$46.00	$234,048.00
5	35	Linear Feet	Stoneybrook West: 10-inch Directional Drilled HDPE Pipe	$115.00	$4,025.00
6	655	Linear Feet	Stoneybrook West: 16-inch Directional Drilled HDPE Pipe	$110.00	$72,050.00
7	205	Linear Feet	Stoneybrook West: 20-inch Directional Drilled HDPE Pipe	$225.00	$46,125.00
8	35	Linear Feet	Stoneybrook West: 24-inch Directional Drilled HDPE Pipe	$530.00	$18,550.00
9	3	Each	Stoneybrook West: 16-inch Diameter Butterfly Valve	$4,000.00	$12,000.00
10	5	Each	Stoneybrook West: 20-inch Diameter Butterfly Valve	$4,500.00	$22,500.00
11	2	Each	Stoneybrook West: 24-inch Diameter Butterfly Valve	$5,500.00	$11,000.00
12	5	Each	Stoneybrook West: 4-inch Air Release Valve and Combination Air Release/Vacum Valve Assemblies	$5,250.00	$26,250.00
13	3	Each	Stoneybrook West: 3-inch Air Release Valve and Combination Air Release/Vacum Valve Assemblies	$4,750.00	$14,250.00
14	1	Lump Sum	Stoneybrook West: 8-Inch Turnout 8T-07: Including all materials. eqipment pipe: fittings: piping appurtenances: butterfly valves; pressure reducing valves; blind flanges; pressure gauges; air release valves and isolation valves; excluding radio equipment	$25,000.00	$25,000.00
15	1	Lump Sum	Stoneybrook West: Electrical Power Systems	$19,500.00	$19,500.00
16	1	Lump Sum	Stoneybrook West: Instrumentation and Controls.	$86,00.00	$86,00.00

This document was prepared by
and after recording shall be returned to:
Anthony J. Cotter
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393

ASSIGNMENT AND ASSUMPTION OF UTILITY EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF UTILITY EASEMENTS ("Easement Assignment Agreement") is entered into as of the date of latest execution below by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (collectively, the City of Orlando and Orange County are referred to as the "Water Conserv II Partners"), and the **CITY OF WINTER GARDEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Winter Garden"). Winter Garden and Water Conserv II Partners may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Water Conserv II Partners and Winter Garden are Parties to that certain agreement entitled "Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements" (the "Purchase Agreement") entered on the same date as this Easement Assignment Agreement; and

WHEREAS, pursuant to Section 3 of the Purchase Agreement, "The Water Conserv II Partners agree to assign and Winter Garden agrees to assume certain utility easements that do not

lie within the current or contemplated right-of-way for C. R. 545," as more particularly described in the Utility Easements that constitute Composite **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Utility Easements"); and

WHEREAS, as described in the Purchase Agreement, the Parties anticipate the conveyance of approximately one and one-half (1.5) miles of reclaimed water pipe, valves, connections, turnout and attendant facilities, and utility easements to allow Winter Garden to become the retail supplier of reclaimed water to Stoneybrook West Golf Club, LLC, and other reclaimed water users; and

WHEREAS, the City of Orlando owns and controls the Utility Easements; and

WHEREAS, City of Orlando desires to assign to Winter Garden all of City of Orlando's right, title and interest in and to the Utility Easements, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) paid in hand by Winter Garden to Water Conserv II Partners, and the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Easement Assignment Agreement.

Section 2. **Assignment of Rights.** The Water Conserv II Partners, individually and jointly, hereby assign all right, title and interest in and to the Utility Easements to Winter Garden and have no further obligations whatsoever under the Utility Easements after closing of the Purchase Agreement.

Section 3. **Assumption of Utility Easements.** Winter Garden hereby accepts the assignment of the Utility Easements and fully assumes any and all obligations and liabilities related thereto after closing of the Purchase Agreement.

Section 4. **Indemnification.** Excluding matters pertaining to Water Conserv II Partners' willful misconduct or negligence, Winter Garden hereby agrees to indemnify and hold harmless Water Conserv II Partners, jointly and severally, from and against any and all claims, liabilities, losses, damages, actions, fines, costs, fees, and expenses (including attorney's fees and expenses prior to and during any administrative action or other litigation, and appeals therefrom) that may accrue or arise in relation to this Easement Assignment Agreement on and after the Effective Date of this Easement Assignment Agreement. Water Conserv II Partners acknowledge that Winter Garden accepts no responsibility for all claims, liabilities, losses, damages, actions, fines, costs, fees and expenses (including attorneys' fees and expenses for administrative action or other litigation, and appeals therefrom) related to matters covered by or related to this Easement Assignment Agreement for events and matters which occurred prior to the Effective Date, as hereafter defined.

Section 5. **Effective Date.** This Easement Assignment Agreement shall become effective upon the date of closing of the sale and purchase of the Facilities and Utility Easements under the Purchase Agreement (the "Effective Date").

Section 6. **Miscellaneous Provisions.**

(a) Winter Garden agrees to record this document in the Official Records of Orange County within thirty days of the Parties entering into this Easement Assignment Agreement, and will pay the cost of recording this document.

(b) This Easement Assignment Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this agreement. This Easement Assignment Agreement may not be amended, changed, altered, or modified except by an instrument in writing signed by all the Parties.

(c) This Easement Assignment Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for litigation shall be in Orange County.

(d) The Parties have participated fully in the negotiation and preparation of this agreement, and, accordingly, this Easement Assignment Agreement shall not be more strictly construed against any one Party.

(e) In the event of any litigation between the Parties under this Easement Assignment Agreement, each Party shall be responsible for its own attorney's fees and costs at all trial and appellate levels.

(f) The Parties shall from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required as reasonable requested by any party to effect the intent and purposes of this Easement Assignment Agreement.

Section 7. If Winter Garden fails to acquire the reclaimed water facilities and easements described in the Purchase Agreement within one (1) year of the first date that this Easement Assignment Agreement is signed by all the Parties, then this Easement Assignment Agreement shall be void *ab initio*, and all Utility Easements assigned to and assumed by Winter

Garden hereunder shall revert to the City of Orlando. Should the Utility Easements revert to the City of Orlando, the Parties agree to cooperate in the timely preparation and execution of all necessary instruments, and the instruments shall be recorded by the City of Orlando at the sole cost of the Water Conserv II Partners.

IN WITNESS WHEREOF, the Parties have below caused this Easement Assignment Agreement to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Attest:

CITY OF ORLANDO, FLORIDA

_____
Alana C. Brenner, City Clerk

_____
Mayor Buddy Dyer

APPROVED AS TO FORM AND
LEGALITY for use and reliance by
the City of Orlando, Florida, only.

_____
Assistant City Attorney

_____, 2015

STATE OF FLORIDA
COUNTYOF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____ and _____, as the _____ and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp
Commissioned Name of Notary Public

_____
My Commission Expires

CITY OF WINTER GARDEN, FLORIDA

By:_____
Mayor

(SEAL)

Print Name:_____

Date:_____

ATTEST:

_____
Kathy Golden, City Clerk

STATE OF FLORIDA
COUNTYOF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____ and _____, as the _____ and City Clerk of the City of Winter Garden, Florida, and who have acknowledged that they executed the same on behalf of the City of Winter Garden, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.

_____
Signature of Notary Public - State of Florida

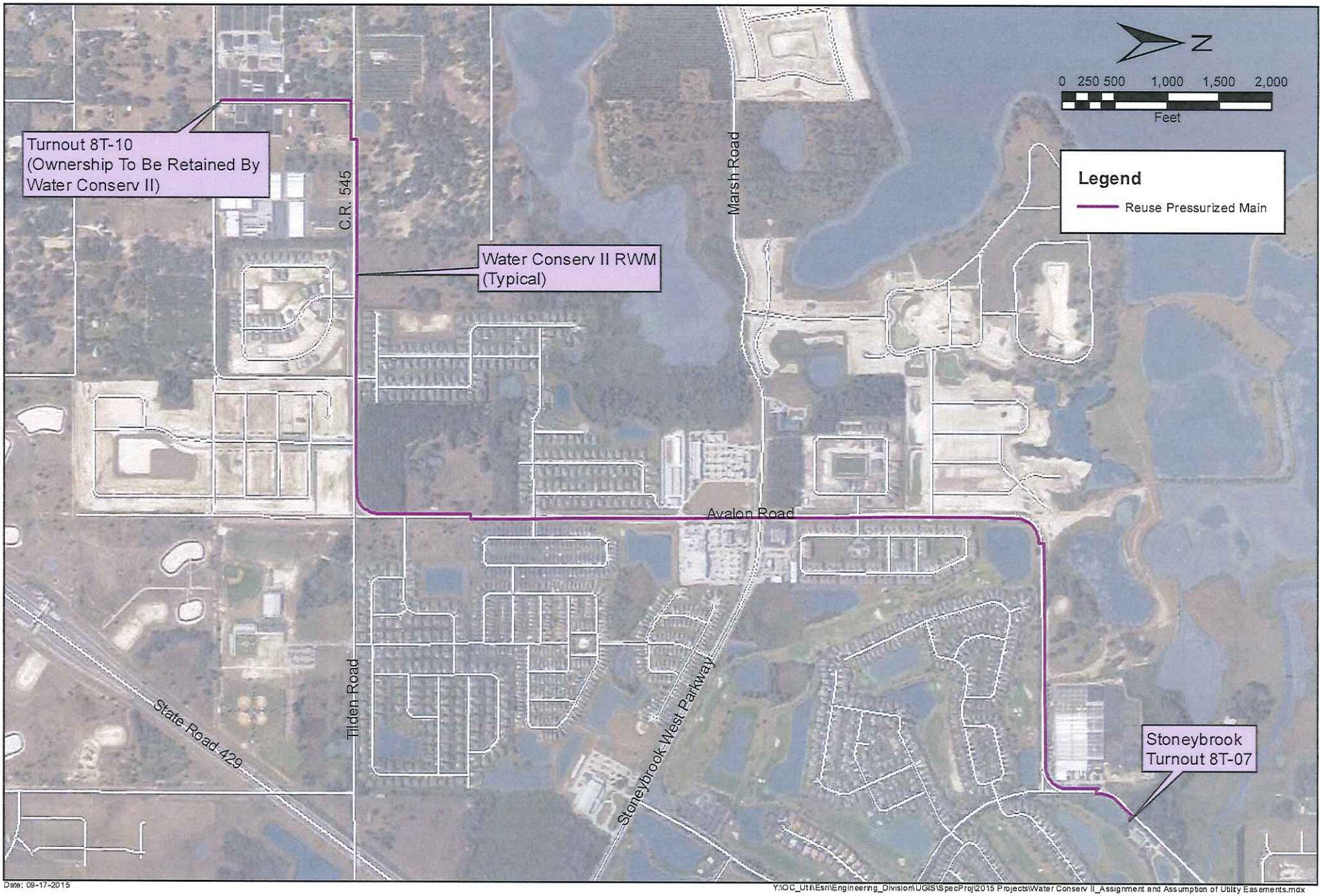
_____
Print, Type, or Stamp
Commissioned Name of Notary Public

_____
My Commission Expires

COMPOSITE EXHBIT "A"

INCLUDING THE FOLLOWING DOCUMENTS INCLUDED BY REFERENCE, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA:

O.R. BOOK	PAGE
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830



Assignment and Assumption of Utility Easements

COMPOSITE EXHIBIT A - FACILITIES

CITY OF WINTER GARDEN,
CITY OF ORLANDO AND ORANGE COUNTY, FLORIDA
TEMPORARY UTILITY EASEMENT

THIS INDENTURE, herein referred to as this Temporary Easement is made this ____ day of , 2015, between the CITY OF WINTER GARDEN, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTOR"), and the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("ORLANDO"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, ("ORANGE"), collectively, Orange and Orlando are referred to as GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $1.00 and other valuable considerations and covenants, paid or made by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, maintain, repair and replace at GRANTEE's expense, as the GRANTEE and its assigns may deem necessary, reclaimed water lines, and any other related utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT "A"

Listing the following Easements:

O.R. BOOK	PAGE
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever; provided, however, the easement hereby granted shall automatically terminate and be null and void with no further force or effect on the date that GRANTOR initiates reclaimed water service to Stoneybrook West Golf Club, LLC., or December 31, 2020, whichever date first occurs, without the necessity of the GRANTOR undertaking vacation proceedings or obtaining any release from the GRANTEE, or providing notice of termination or taking any other action.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all

trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

IN WITNESS WHEREOF, the said GRANTOR and GRANTEE has caused these presents to be executed in its name.

GRANTOR
City Of Winter Garden

(SEAL)

By:_____
Mayor

Printed Name:_____

Date: _____

ATTEST:

_____
Kathy Golden, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Garden, Florida only.

_____, 2015

_____
Assistant City Attorney
City of Winter Garden

GRANTEE
City Of Orlando

(SEAL)

By:_____
Mayor Buddy Dyer

Date:_____

ATTEST:

_____
Alana Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of
Orlando, Florida only.

_____, 2015

_____
Assistant City Attorney
City of Orlando

Orange County, Florida
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date:_____

Attest:
Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By:_____
Deputy Clerk

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Exhibit A – Temporary Utility Easement

Official Records Book	Page
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830