



AGENDA
CITY COMMISSION
***REVISED 8/8/2016**
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

August 11, 2016

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting Minutes of July 28, 2016

2. FIRST READING OF PROPOSED ORDINANCE

A. **Ordinance 16-54:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 98-189 OF CHAPTER 98 FO THE CITY CODE TO AMEND THE TERMS OF CERTAIN ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD MEMBERS, PROVIDING FOR CODIFICATION, APPLICABILITY, CONTROL, SEVERABILITY AND AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for August 25, 2016** – City Manager Bollhoefer

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 16-47:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th 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

B. **Ordinance 16-48:** 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 APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th STREET FROM ORANGE COUNTY LOW MEDIUM DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

C. **Ordinance 16-49:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th 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 August 25, 2016** - Community Development Director Pash

D. **Ordinance 16-50:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

E. **Ordinance 16-51:** 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 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO

CITY MULTI OFFICE INDUSTRIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- F. **Ordinance 16-52:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY I-2 GENERAL INDUSTRIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for August 25, 2016** - Community Development Director Pash
- G. **Ordinance 16-53:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA SUPPLEMENTING ORDINANCE NO. 06-27, WHICH ORDINANCE NO. 06-27 AUTHORIZED THE ISSUANCE OF SALES TAX REVENUE BONDS FROM TIME TO TIME; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$10,200,000 AGGREGATE PRINCIPAL AMOUNT OF A CITY OF WINTER GARDEN, FLORIDA SALES TAX REVENUE BOND, SERIES 2016A AND NOT EXCEEDING \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF A CITY OF WINTER GARDEN, FLORIDA SALES TAX REFUNDING REVENUE BOND, SERIES 2016B, IN ORDER TO, RESPECTIVELY, FINANCE A PORTION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING THE NEW DOWNTOWN PARKING GARAGE AND REFUND ALL OF THE CITY'S OUTSTANDING SALES TAX REVENUE BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2016 BONDS AND DETERMINING CERTAIN TERMS THEREOF; AUTHORIZING A NEGOTIATED SALE OF SAID SERIES 2016 BONDS AND THE AWARD THEREOF PURSUANT TO THE PROPOSAL OF PINNACLE PUBLIC FINANCE, INC.; DELEGATING CERTAIN AUTHORITY TO THE MAYOR/COMMISSIONER AND CITY MANAGER FOR THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2016 BONDS; DESIGNATING THE CITY AS THE PAYING AGENT AND REGISTRAR FOR SAID SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING THE ESCROW AGENT THERETO; AND PROVIDING AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for August 25, 2016** – Finance Director Zielonka

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

- A. **Ordinance 16-45:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO MEDICAL CANNABIS ACTIVITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING CITY STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES, SEVERABILITY, CONFLICT WITH OTHER ORDINANCES, NONCODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE – City Attorney Ardaman
- B. **Ordinance 16-46:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE II, DIVISION 3 OF CHAPTER 18 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR PROHIBITION OF SECURITY BARS GRILLES AND GRATES ON DOORS, WINDOWS, BREEZEWAYS AND OPENINGS FACING OR VISIBLE FROM STREETS OR PUBLIC RIGHTS OF WAY; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE **STAFF IS REQUESTING POSTPONEMENT** – Community Development Director Pash

5. **REGULAR BUSINESS**

- A. Recommendation to approve the Site Plan for Britt Plaza office/warehouse industrial building located at 530 Susan B Britt Court, subject to conditions - Community Development Director Pash
- B. Recommendation to approve Roper Reserve Final Plat (562 Beard Road) subject to staff recommended conditions (*postponed 7/28/2016*) - Community Development Director Pash
- C. Recommendation to approve the sale of 109 S. Boyd Street to Tremaine Boyd, LLC for \$152,000 with waiving the transportation impact fees of \$174,177 and other fees approximately \$235,484 (RFP 15-103) (*postponed 7/14/2016 & 7/28/2016*) – City Manager Bollhoefer

- D. Recommendation to approve entering into a parking agreement for 161 South Boyd Avenue – (*postponed 7/28/2016*) Planning Consultant Williams
- E. Recommendation to approve bids and award contract for Reclaimed Water Booster Pump Station on Avalon Road south of the Turnpike to CenState Contractors not to exceed \$405,460 that includes a ten percent contingency (*postponed 7/28/2016*) - Assistant City Manager of Public Services – Cochran
- F. Recommendation to award Radio-Read Meter Replacement project to Utility Solutions of America, Inc., with a contract cost of \$94,001.60 that includes a ten percent contingency - Assistant City Manager of Public Services – Cochran
- G. Recommendation to approve ground lease with Shepherd’s Hope, Inc. **as amended on 8/8/2016**– City Manager Bollhoefer
- H. Appointments to the Architectural Review and Historic Preservation Board - Community Development Director Pash
- I. * Recommendation to rankings and award contract for RFQ 16-002 to Quentin L. Hampton Associates, Inc., for Engineering Design Services for Stormwater Capture, Reuse Water and Aquifer Recharge Project with a not-to-exceed amount of \$313,635 (*tabled 7/28/2016*) - Assistant City Manager of Public Services – Cochran

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

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

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

- A. Golf cart presentation
- B. Dock presentation

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on August 25, 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 Resolutions 15-04 and 16-02)

	<p>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.</p>		<p>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.</p>
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CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

July 28, 2016

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, Acting City Attorney Richard Geller, City Clerk Kathy Golden, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Don Cochran, Community Development Director Steve Pash, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Parks and Land Operations Director Laura Coar, and Police Chief George Brennan

1. **APPROVAL OF MINUTES**

Motion by Commissioner Buchanan to approve the regular meeting minutes of July 14, 2016 as submitted. Seconded by Commissioner Makin and carried unanimously 5-0.

2. **FIRST READING OF PROPOSED ORDINANCES**

A. **Ordinance 16-45:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO MEDICAL CANNABIS ACTIVITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING CITY STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES, SEVERABILITY, CONFLICT WITH OTHER ORDINANCES, NONCODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE

Acting City Attorney Geller read Ordinance 16-45 by title only. City Manager Bollhoefer stated that with the potential for expanding the upcoming sales of Charlotte's Web, staff believes it makes sense to create a moratorium. This will allow staff time to look into this issue and our zoning laws to make sure they are appropriate for moving forward.

Mayor Rees noted that this ordinance includes an exception for activities that have previously received final approval by the City of Winter Garden. City Manager Bollhoefer confirmed that no one has received final approval at this time.

Motion by Commissioner Buchanan to approve Ordinance 16-45 with the second reading and public hearing being scheduled for August 11, 2016. Seconded by Commissioner Makin and carried unanimously 5-0.

- B. **Ordinance 16-46:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE II, DIVISION 3 OF CHAPTER 18 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR PROHIBITION OF SECURITY BARS GRILLES AND GRATES ON DOORS, WINDOWS, BREEZEWAYS AND OPENINGS FACING OR VISIBLE FROM STREETS OR PUBLIC RIGHTS OF WAY; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Acting City Attorney Geller read Ordinance 16-46 by title only. Community Development Director Pash stated this ordinance is being considered in order to prevent any negative affect associated with these types of bars and approval is recommended.

Mayor Rees questioned that if the owner wishes to repair or replace their existing bars, they have to do it exactly as they currently are, otherwise it would fall under this ordinance. Mr. Pash stated that anything that is pre-existing and meets the building code could remain.

Motion by Commissioner Sharman to approve Ordinance 16-46 with the second reading and public hearing being scheduled for August 11, 2016. Seconded by Commissioner Buchanan and carried unanimously 5-0.

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

- A. **Ordinance 16-36:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 0.34 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED AT 16 EAST VINING STREET ON THE SOUTHWEST CORNER OF SOUTH WOODLAND STREET AND EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Acting City Attorney Geller read Ordinance 16-36 by title only. Community Development Director Pash stated that this property is located at 16 E. Vining Street and the owners are requesting a rezoning in order to have the ability to develop it in the future with a small office under a special exception. Staff has reviewed this request and it is

consistent with the existing future land use designation and recommends approval of Ordinance 16-36.

Commissioner Makin announced that he would be abstaining from the vote because he has a financial interest in this item.

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

Motion by Commissioner Buchanan to adopt Ordinance 16-36. Seconded by Commissioner Olszewski and carried 4-0-1; Commissioner Makin abstained.

- B. **Ordinance 16-37:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 67.7 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF TILDEN ROAD AND AVALON/MANN ROAD, AT 15304 TILDEN ROAD, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE FOUNDATION ACADEMY PUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Acting City Attorney Geller read Ordinance 16-37 by title only. Community Development Director Pash stated that the owners of this property have requested rezoning to PUD. This will allow for future expansion of school classrooms, expansion of the sports complex, a communication tower along SR 429 as well the ability to have student boarding and a 2.6 acre commercial site on the corner of Tilden and Mann Road. He mentioned future traffic studies to review the impact of how traffic is entering and leaving the school. They will remain subject to the 2007 developer agreement. Approval of this ordinance was recommended.

Commissioner Sharman reiterated that there would not be a gas station on the corner commercial lot.

Mayor Rees opened the public hearing.

David Buckles, 967 Glenview Circle, Winter Garden, Florida, as representative of Foundation Academy noted he was available for any questions.

Brian Denham, 5212 Timberview Terrace, Orlando, Florida, of Denham Engineering, stated he was available to answer any technical questions.

Mayor Rees closed the public hearing.

Motion by Commissioner Sharman to adopt Ordinance 16-37. Seconded by Commissioner Makin and carried unanimously 5-0.

4. **REGULAR BUSINESS**

A. **Recommendation to approve the sale of 109 S. Boyd Street to Tremaine Boyd, LLC for \$152,000 with waiving the transportation impact fees of \$174,177 based on design and other fees approximately \$235,484 (RFP 15-103)**

City Manager Bollhoefer gave a PowerPoint presentation. He explained how Winter Garden's success in the downtown area is because of the willingness to invest in it. The belief has been that once the public investment is made, the private investments will follow. He showed some examples totaling \$27.7 million and how he thinks it pays off in the long-term with the return on the investment. A successful downtown helps benefit the property values of the entire city and becomes one of our primary assets. He looked at the Community Redevelopment Area (CRA) values in 2003 when the assessed value of the CRA was \$67 million and then for 2017, after all our investments, our assessed value is \$120 million. Our revenues have increased by \$400 thousand per year over that time and continue to go up.

Looking to the future of our downtown, staff looks at what needs to be done to ensure Winter Garden is successful during the downturns. He believes in ensuring that we have the right critical mass for our downtown. From a planning perspective, he believes those key areas include; increasing retail going down Boyd and Main Streets, increasing retail in general and stretching out the downtown with probably more residential at the end of Plant and Park. Also, possibly begin redevelopment on Dillard Street.

What we don't have downtown is residential and he believes it is necessary for a successful downtown. Another area for improvement for downtown is retail. A standard is to have retail at 30 percent. Two primary goals for staff are to increase residential and retail. This should be accomplished without bringing in the big boxes that tend to kill off the mom and pop shops.

Bringing residential into the downtown are puts people there 24 hours a day and that makes it a safer community. This project will put people directly across from the parking garage. There are very few locations able to accommodate residential units. There is a high demand for this housing. This project is asking for fee assistance of \$409,000 and a land purchase for \$152,000. More details of the project have already been provided. He is confident this will be a high-end project. He noted that balconies were excluded from this project because people tend to hang things from them and it would not look as well.

He believes it is critical to have retail on the first floor as it will pull people down Boyd Street. He displayed a chart for the CRA values. He invited Planning Consultant Ed Williams to come forward to share his analysis of values in communities that are investing in their downtowns.

Mr. Williams noted that the investments made by the City of Winter Garden were made at a time when there was a downturn in the economy and the work was being done at half the price or less. Secondly, the City invested in the right places and he made a comparison to Atlanta. Mr. Williams went onto the County Property Appraiser's website and looked at specific downtown properties. He compared the market values in 2013 to 2016 and gave the percentage of increases experienced. He also looked at the Town of Windermere who has not made a similar investment and those values have increased minimally.

City Manager Bollhoefer shared how prospective developers have stated that in order for a project to work financially, they need additional floors. Staff believes that residential is needed downtown for long-term viability. The only way to get residential and keep the height below four, five and six stories is to provide some way for the numbers to work. His goal is to make sure Winter Garden is viable going forward.

Mayor Rees asked if conceptually there would be any merit to asking someone, who exceeds their anticipated rate of return on their investment, to share (return) a portion (percentage) up to a specified amount to the City over a period of years. Mr. Williams responded that there are some affordable housing projects that have done this but not for anything that is at market rates. If they exceed their projections, the assessments go up and the City gets it back through tax revenue. The fees being asked to be waived are for parking or transportation impact fees where our infrastructure can already handle the building. The infrastructure is already in and the downtown roads can't be widened.

Mr. Bollhoefer noted that anytime incentives have been look at, we have always done them for justifiable reasons and he gave some examples. Mayor Rees stated he understands the increase in property values will help us recoup our funds.

Commissioner Olszewski shared that the key investments shown on the City Manager's presentation were areas for public use and access. For him the blighted areas were held by private parties that the city made concessions for as a choice to improve the area. This action, to him, was different because it was public property owned by the people of Winter Garden which was his original concern. After talking with the City Manager about the intricacies of the project and the fact it was publicly noticed with one proposal being submitted, he thinks this project is an opportunity for a return on our investment. He is confident everything has been done correctly and the citizens will get a return on their investment. He advised that he will be supporting this project.

Commissioner Makin asked how long ago this proposal was put out to the public. Mr. Bollhoefer responded approximately eight months ago. Commissioner Makin noted that even in eight months we have had a lot of increase in property values downtown. He has an issue with the sales price per square foot for this property, owned by the residents of Winter Garden, plus waiving of impact fees. Mr. Bollhoefer reiterated that if you want residential downtown and you do not want five and six stories, then incentives will have

to be provided. Commissioner Makin stated that he prefers fee simple. There was discussion on what could happen either way.

Commissioner Sharman noted that he has had several citizens contact him about this item and he feels he should share the information provided in the City Manager's presentation with them. So until then, he would like to postpone this matter. If it is not postponed, he will be voting against it.

Commissioner Buchanan stated that this matter has been through the selection process and making the developer wait does cost him more money. Mayor Rees asked Mr. Rinehart about a delay and he explained his position and the process.

Motion by Commissioner Sharman to postpone this matter until August 11, 2016. Seconded by Commissioner Makin and carried 4-1; Commissioner Buchanan opposed.

B. Recommendation to approve entering into a parking agreement for 161 South Boyd Avenue

City Manager Bollhoefer stated that this item needs to be tabled since it is connected to the prior agenda item. **Motion by Commissioner Sharman to table this item. Seconded by Commissioner Makin and carried unanimously 5-0.**

C. Recommendation to approve Roper Reserve Final Plat (562 Beard Road) subject to staff recommended conditions

Mayor Rees advised that staff has requested **postponement** of this item. *No objections were noted.*

D. Recommendation to approve the Site Plan for Britt Plaza office/warehouse industrial building located at 530 Susan B Britt Court, subject to conditions

Community Development Director Pash stated this is a Site Plan for a new 6,000 square foot office and warehouse building. The Development Review Committee (DRC) has reviewed the plan and recommends approval subject to the conditions provided with the agenda packet. Mayor Rees called for questions. Hearing none, he asked for a motion. Hearing none, this item **died** for the lack of a motion.

E. Recommendation to approve the Site Plan for Winter Garden Feed Company located at 12403 W. Colonial Drive, subject to conditions

Community Development Director Pash stated that the owner is planning on renovating an existing building behind Main Street Mowers. The downtown location of the Winter Garden Feed Company would relocate to this site. DRC has reviewed this Site Plan and approval is recommended subject to the conditions provided in the agenda packet.

Motion by Commissioner Olszewski to approve the Site Plan for Winter Garden Feed Company at 12403 W. Colonial Drive, subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

F. **Recommendation to approve Site Plan for Tag Aero Headquarters office/warehouse located at 660 Garden Commerce Parkway, subject to conditions**

Community Development Director Pash stated that this Site Plan is for a 12,000 square foot office and warehouse building with associated parking and landscaping. The plans have been reviewed by DRC who recommends approval subject to the conditions provided in the agenda packet.

Motion by Commissioner Olszewski to approve the Site Plan for Tag Aero Headquarters office/warehouse located at 660 Garden Commerce Parkway subject to conditions provided in the agenda packet. Seconded by Commissioner Sharman and carried unanimously 5-0.

G. **Recommendation to approve a special event request by the Winter Garden Heritage Foundation to hold a Music Fest October 7, 8, and 9, 2016 downtown, with conditions**

Community Development Director Pash stated that this is the annual request for the Music Fest. This year they are proposing to extend the event a little further to the west to include the Plant Street Market. This event will close Plant Street from Central Avenue to Dillard Street and close all the abutting streets to Plant Street. There will be three stages, vendors, and they would like the ability to sell beer and wine as they have in the past.

Mayor Rees noted that the music at Plant Street Market stops at 9 p.m. and asked why not close Plant Street at Park instead of the roundabout. City Manager Bollhoefer responded that it gives them a way to turn around when they come in from the detour.

Motion by Commissioner Makin to approve the special event request for the Music Fest October 7, 8 and 9th, 2016 downtown, with conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

H. **Recommendation to approve bids and award contract for Reclaimed Water Booster Pump Station on Avalon Road south of the Turnpike to CenState Contractors not to exceed \$405,460 that includes a ten percent contingency**

City Manager Bollhoefer asked that this item be tabled to conduct public meetings with those adjacent to the park. **Motion by Commissioner Sharman to table this matter. Seconded by Commissioner Makin and carried unanimously 5-0.**

I. **Recommendation to rankings and award contract for RFQ 16-002 to Quentin L. Hampton Associates, Inc., for Engineering Design Services for Stormwater Capture,**

Reuse Water and Aquifer Recharge Project with a not-to-exceed amount of \$313,635

City Manager Bollhoefer asked that this item be tabled. **Motion by Commissioner Sharman to table this matter. Seconded by Commissioner Makin and carried unanimously 5-0.**

J. Recommendation to approve the Police Department purchasing ballistic helmets with \$10,361 in Fiscal Year 2016 from the Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation Program and allowing for public comments

Police Chief Brennan explained the allocation of this program and the intent is to purchase ballistic helmets for our officers. Commissioner Sharman asked if this purchase will outfit all of our Police Officers. Chief Brennan advised it would outfit most of them, if not all of the uniformed patrol officers. The helmets would primarily be used for active shooter responses. There was discussion on how important it is to adequately outfit our officers for their safety.

Mayor Rees asked for public comments. There were none.

Motion by Commissioner Sharman to approve expending state allocated JAG funds to purchase ballistic helmets for police officers. Seconded by Commissioner Makin and carried unanimously 5-0.

K. Recommendation to approve the Police Department purchasing ballistic vests with \$13,842 in Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation and allowing for public comments

Police Chief Brennan stated the City has been awarded a JAG grant of \$13,842 and he recommends purchasing ballistic vests in conjunction with the helmet purchase in the last item.

Mayor Rees asked for public comments. There were none.

Motion by Commissioner Makin to approve expending local allocated JAG funds to purchase ballistic helmets for police officers. Seconded by Commissioner Sharman and carried unanimously 5-0.

L. Recommendation to approve entering into a contract with Orange County Supervisor of Elections for the Special Election of District 3 City Commissioner

City Clerk Golden stated that for the City Commission's consideration is a standard contract with the Orange County Supervisor of Election to assist us with our upcoming special election.

Motion by Commissioner Sharman to approve entering into a contract with Orange County Supervisor of Elections for the Special Election of District 3 City Commissioner. Seconded by Commissioner Makin and carried unanimously 5-0.

5. **MATTERS FROM PUBLIC**

Anthony L. Peterson, 194 Jean Street (unincorporated Orange County), Winter Garden, Florida, addressed his annual Unity in the Community event highlighting its successes and his learning experiences getting to this point. He looks forward to a continued partnership with the City of Winter Garden.

6. **MATTERS FROM ACTING CITY ATTORNEY**

Acting City Attorney Geller stated that he has distributed to the City Commission a draft copy of the proposed agreement with the School Board of Orange County for the School Resource Officer Program. He noted that Mr. Ardaman has been negotiating with the School Board's attorney and Mr. Ardaman is not satisfied with this contract as it stands now. It includes revisions the School Board wants that City Attorney's office disagrees with. He asked the Commission how they would like to proceed.

Motion by Commissioner Sharman to approve the School Resource Officer Program agreement version without the School Board's changes, which is the Commission's prior version. Seconded by Commissioner Makin and carried unanimously 5-0.

7. **MATTERS FROM CITY MANAGER**

A. **Discussion on Architectural Review and Historic Preservation Board membership**

Mr. Bollhoefer handed out the interest applications on file and a draft ordinance that recreates staggered terms that will be on the next agenda. He will probably send out a spreadsheet shortly for the Commission's review.

B. **Discussion on Newton Park Pier improvements**

Mr. Bollhoefer postponed this item for additional research.

- He announced the Unity in Community event that is scheduled for August 13th at Zanders Park from 10 a.m. to 2 p.m. There is also a back-to-school health event scheduled at Jessie Brock Center, August 13th from 11:00 a.m. to 3:00 p.m.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman asked everyone to let our Police Officers and Firefighters know that we appreciate what they do and how they handle themselves. The community likes what they are doing. Their efforts are keeping incidents from happening in Winter Garden.

Commissioner Olszewski agreed with Commissioner Sharman's comments.

Commissioner Makin echoed Commissioner Sharman's comments.

Mayor Rees stated that when it comes to our Police and Fire, we have the best around and we appreciate everything they do.

The meeting adjourned at 7:44 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016

Meeting Date: August 11, 2016

Subject: Ordinance 16-54

Issue: The current code establishes three year terms for all positions on the Architectural Review Board. This amendment will change four of the members terms to two years to ensure that not all members term out at the same time.

Recommended action:

Approve Ordinance 16-54 with the second reading and public hear August 25, 2016.

ORDINANCE NO. 16-54

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN FLORIDA, AMENDING SECTION 98-189 OF CHAPTER 98 OF THE CITY CODE TO AMEND THE TERMS OF CERTAIN ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD MEMBERS; PROVIDING FOR CODIFICATION, APPLICABILITY, CONTROL, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has the authority and desires to amend the terms of certain members of the Architectural Review and Historic Preservation Board ("Board") in order to enhance the effectiveness of the Board.

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

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

SECTION 2: Adoption: That SECTION 98-189 is hereby amended to read as follows (~~struckout text~~ indicates deletions while underlined text indicates additions):

Sec. 98-189. – Architectural review and historic preservation board (board).

(2) Board membership, officers, etc.

a. *Membership.*

(2) Except for the architect, licensed general contractor and Winter Garden Heritage Foundation Board members who shall be appointed to serve three-year terms, eachEach member shall be appointed to serve a twothree-year term~~except that, initially in order to establish staggered terms, two members shall be appointed to serve a term of one year, three members shall be appointed to serve a term of two years, and two members shall be appointed to serve a term of three years. No person may serve more than two consecutive two~~three-year terms except for the architect, licensed general contractor and Winter Garden Heritage Foundation Board members who may not serve more than two consecutive three-year terms. Persons disqualified by this provision may be reappointed after one year elapses after the expiration of the second term of service.

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

SECTION 4: Applicability: Members of the board appointed after July 1, 2016 shall be subject to the requirements of this Ordinance. Members of the board appointed prior to July 2, 2016 are subject to the term limitations existing prior to the effectiveness of this Ordinance.

SECTION 5: Control: In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls.

SECTION 6: Severability: It is the intent of the City Commission of the City of Winter Garden, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

FIRST READING: _____, 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

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016 **Meeting Date:** August 11, 2016

Subject: Annexation/FLU/Zoning
310 Story Road
23-22-27-8140-00-020 (0.15 ± Acres)

Issue: The applicant is requesting Annexation, Zoning, and Future Lands Use designation on property located at 310 East Story Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.15 ± acre enclave located on the south side of East Story Road, east of east of Summer Street and west of 9th 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 16-47, Ordinance 16-48, and Ordinance 16-49 with the second reading scheduled for August 25, 2016.

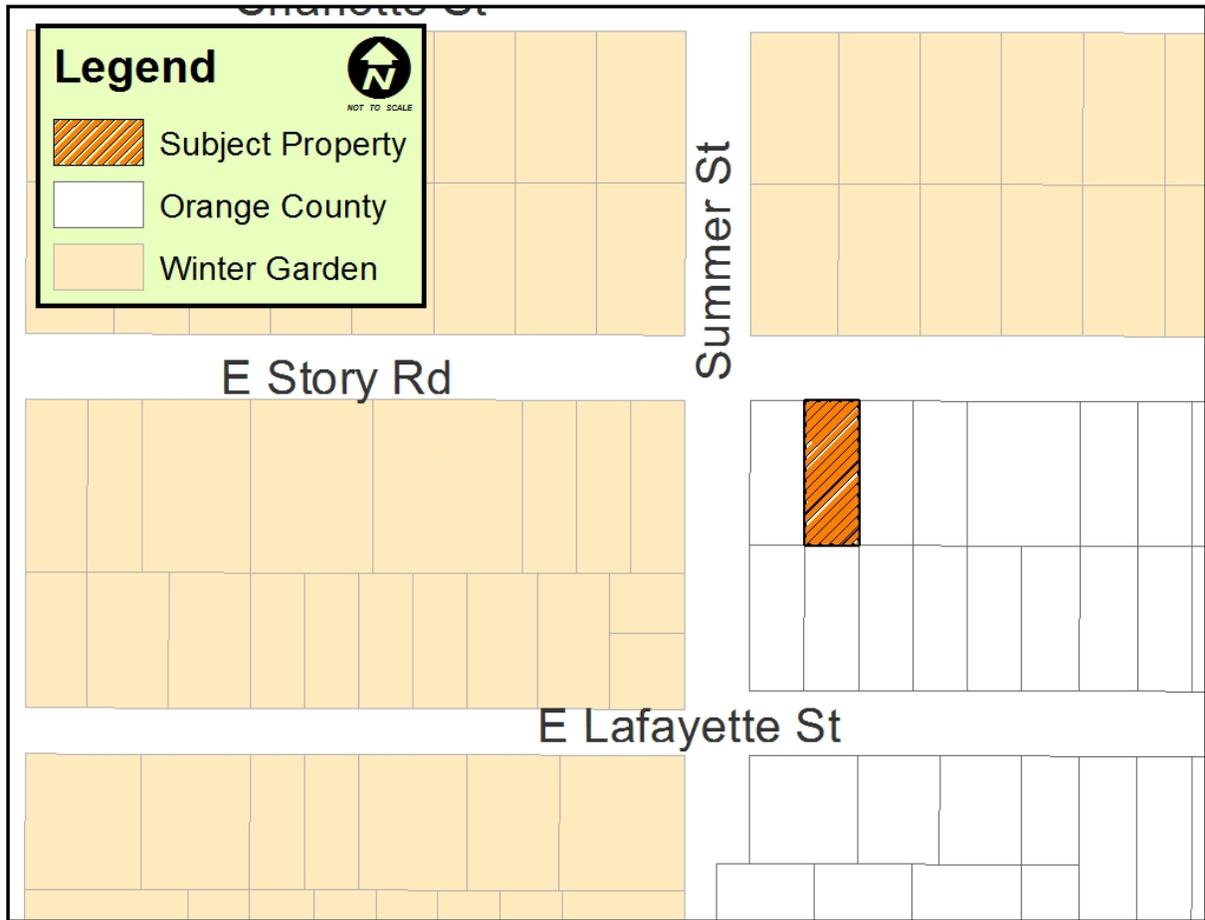
Attachments/References:

Location Map
Staff Report
Ordinance 16-47
Ordinance 16-48
Ordinance 16-49

LOCATION MAP

310 E. Story Road

ANNEXATION, REZONING, FLU MAP AMENDMENT



**CITY OF WINTER GARDEN
PLANNING & ZONING DIVISION**

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

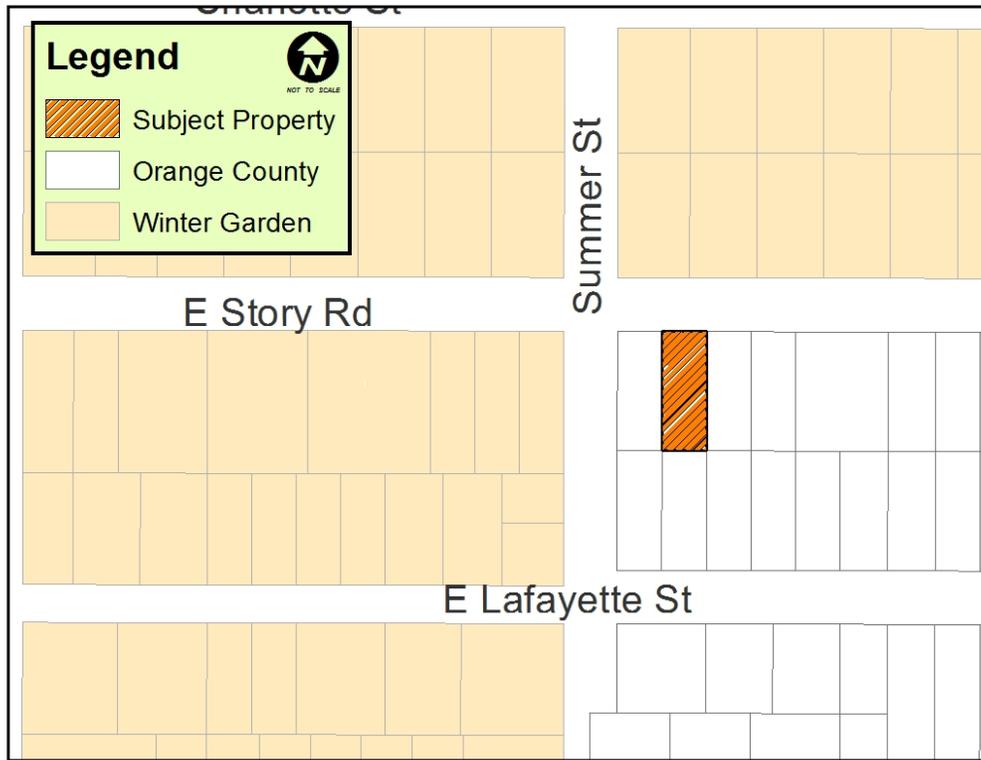
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 22, 2016
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
310 EAST STORY ROAD (0.15 +/- ACRES)
PARCEL ID #: 23-22-27-8140-00-020
APPLICANT: NANCY BELLO

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 310 East Story Road, on the south side of East Story Road east of Summer Street and west of 9th Street and is approximately 0.15 ± acres. The map below depicts the proximity of the subject property to the City’s jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City’s Comprehensive Plan to designate the property as Low Density Residential, and rezoning the property to R-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 currently contains one single family house.

ADJACENT LAND USE AND ZONING

The properties located to the north are single-family homes, located in the City of Winter Garden, and zoned R-2. The properties located to the east, west, and south are developed with single-family homes, located in unincorporated Orange County, and zoned R-2.

PROPOSED USE

The applicant intends to annex the property for 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 including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

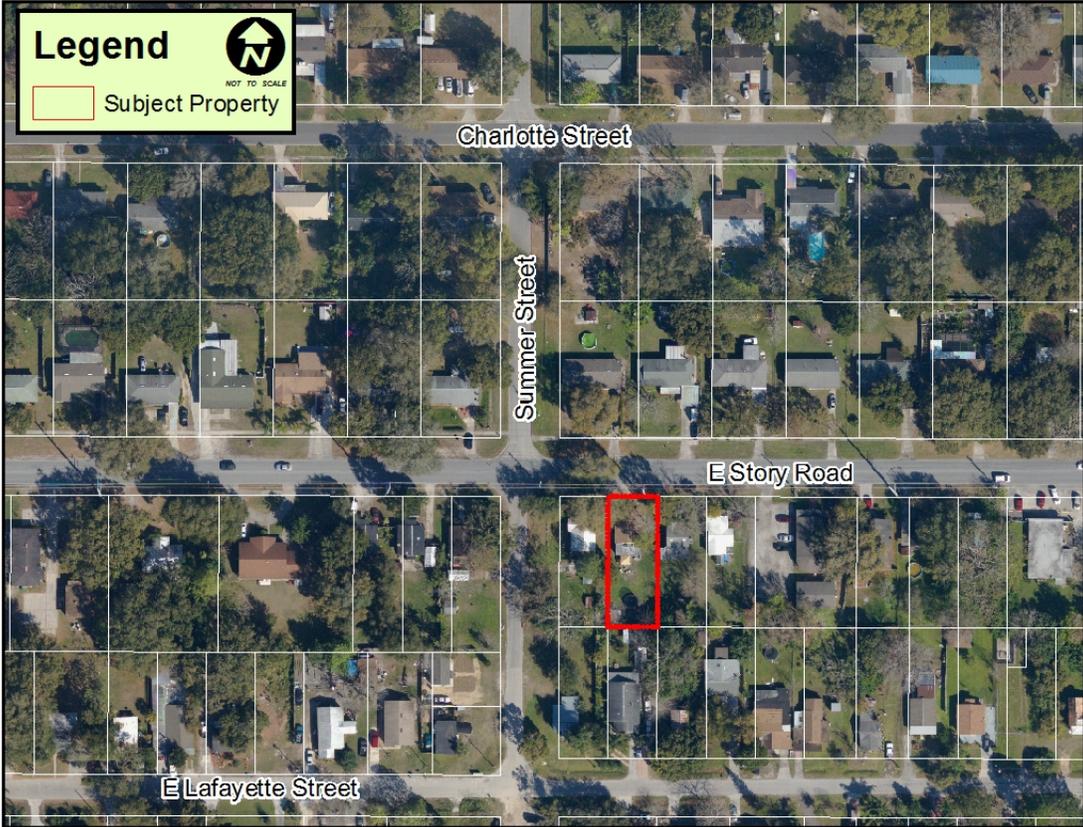
SUMMARY

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

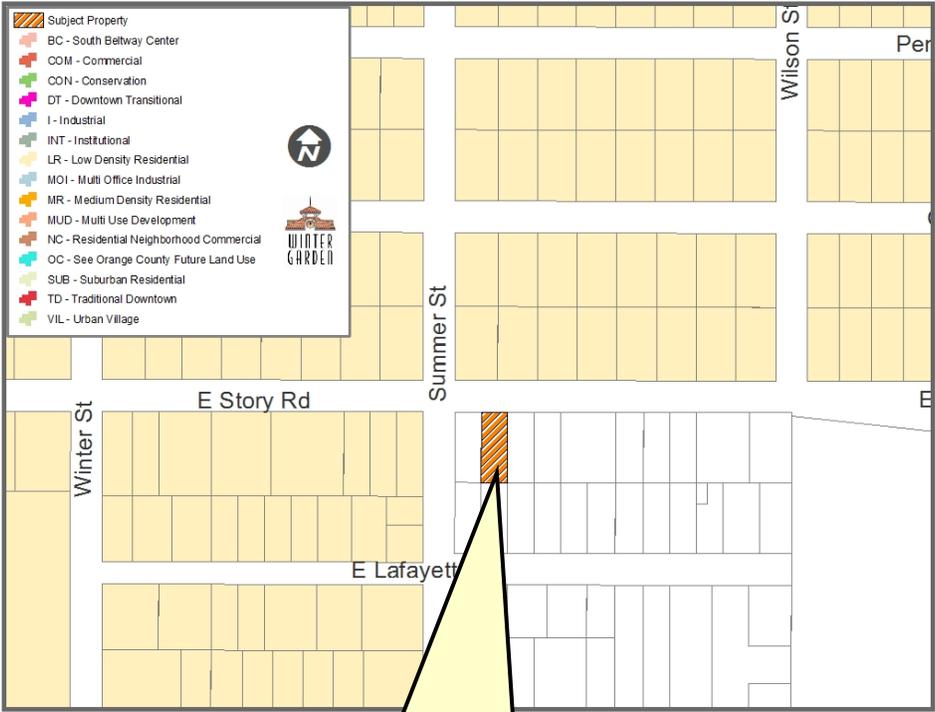
MAPS

AERIAL PHOTO

310 East Story Road

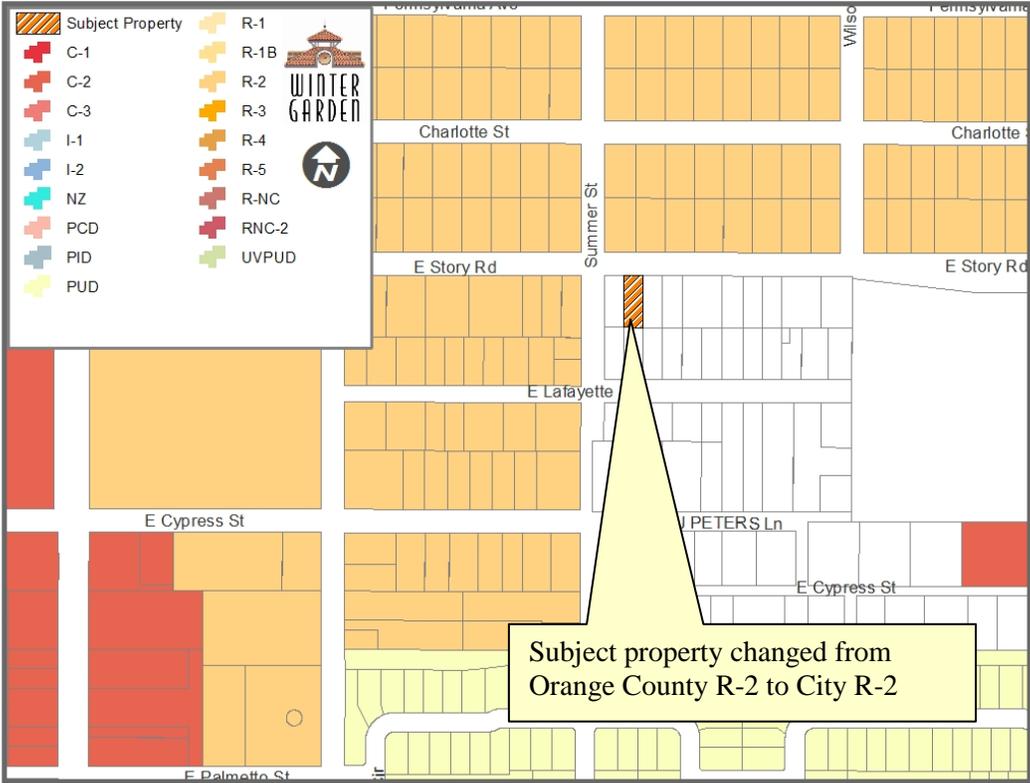


FUTURE LAND USE MAP
310 East Story Road



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

ZONING MAP
310 East Story Road



END OF STAFF REPORT

ORDINANCE 16-47

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th 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 0.15 ± acres located at 310 East Story Road on the south side of East Story Road, east of Summer Street and west of 9th 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: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-8140-00-020

Lot 2, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northwest corner of Lot 1, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida; thence run South 89°54'00" East 50.00 feet to the Northwest corner of Lot 2, of said SOLOMON SUBDIVISION and the POINT OF BEGINNING; thence continue South 89°54'00" East 50.00 feet to the Northeast corner of said Lot 2; thence South 00°00'00" East 133.50 feet to the Southeast corner of said Lot 2; thence North 89°54'00" West 50.00 feet to the Southwest corner of said Lot 2; thence North 00°00'00" East 133.50 feet to the POINT OF BEGINNING.

Containing 0.153 acres, more or less

ORDINANCE 16-48

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 APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th STREET FROM ORANGE COUNTY LOW MEDIUM 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 0.15 ± acres located at 310 East Story Road on the south side of East Story Road, east of Summer Street and west of 9th 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 Medium 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 16-47, 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: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-8140-00-020

Lot 2, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northwest corner of Lot 1, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida; thence run South 89°54'00" East 50.00 feet to the Northwest corner of Lot 2, of said SOLOMON SUBDIVISION and the POINT OF BEGINNING; thence continue South 89°54'00" East 50.00 feet to the Northeast corner of said Lot 2; thence South 00°00'00" East 133.50 feet to the Southeast corner of said Lot 2; thence North 89°54'00" West 50.00 feet to the Southwest corner of said Lot 2; thence North 00°00'00" East 133.50 feet to the POINT OF BEGINNING.

Containing 0.153 acres, more or less

ATTACHMENT "B"

FUTURE LAND USE MAP

310 E. Story Road



Subject property changed from Orange County Low Medium Density Residential to City Multi Office Industrial

ORDINANCE 16-49

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.15 ± ACRES LOCATED AT 310 EAST STORY ROAD ON THE SOUTH SIDE OF EAST STORY ROAD, EAST OF SUMMER STREET AND WEST OF 9th 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 0.15 ± acres located at 310 East Story Road on the south side of East Story Road, east of Summer Street and west of 9th 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 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 16-48 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: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-8140-00-020

Lot 2, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northwest corner of Lot 1, SOLOMON SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book Q, Page 169, Public Records of Orange County, Florida; thence run South 89°54'00" East 50.00 feet to the Northwest corner of Lot 2, of said SOLOMON SUBDIVISION and the POINT OF BEGINNING; thence continue South 89°54'00" East 50.00 feet to the Northeast corner of said Lot 2; thence South 00°00'00" East 133.50 feet to the Southeast corner of said Lot 2; thence North 89°54'00" West 50.00 feet to the Southwest corner of said Lot 2; thence North 00°00'00" East 133.50 feet to the POINT OF BEGINNING.

Containing 0.153 acres, more or less

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016 **Meeting Date:** August 11, 2016

Subject: Annexation/FLU/Zoning
917 Carter Road
24-22-27-0000-00-025 (1.7 ± Acres)

Issue: The applicant is requesting Annexation, Zoning, and Future Lands Use designation on property located at 917 Carter Road.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 1.7 ± acre enclave located on the east side of Carter Road, south of East Story Road and north of West Colonial Drive. The applicant has requested Annexation into the City, Initial Zoning of I-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Multi Office Industrial (See attached Staff Report).

Recommended action:

Staff recommends approval of Ordinance 16-50, Ordinance 16-51, and Ordinance 16-52 with the second reading scheduled for August 25, 2016.

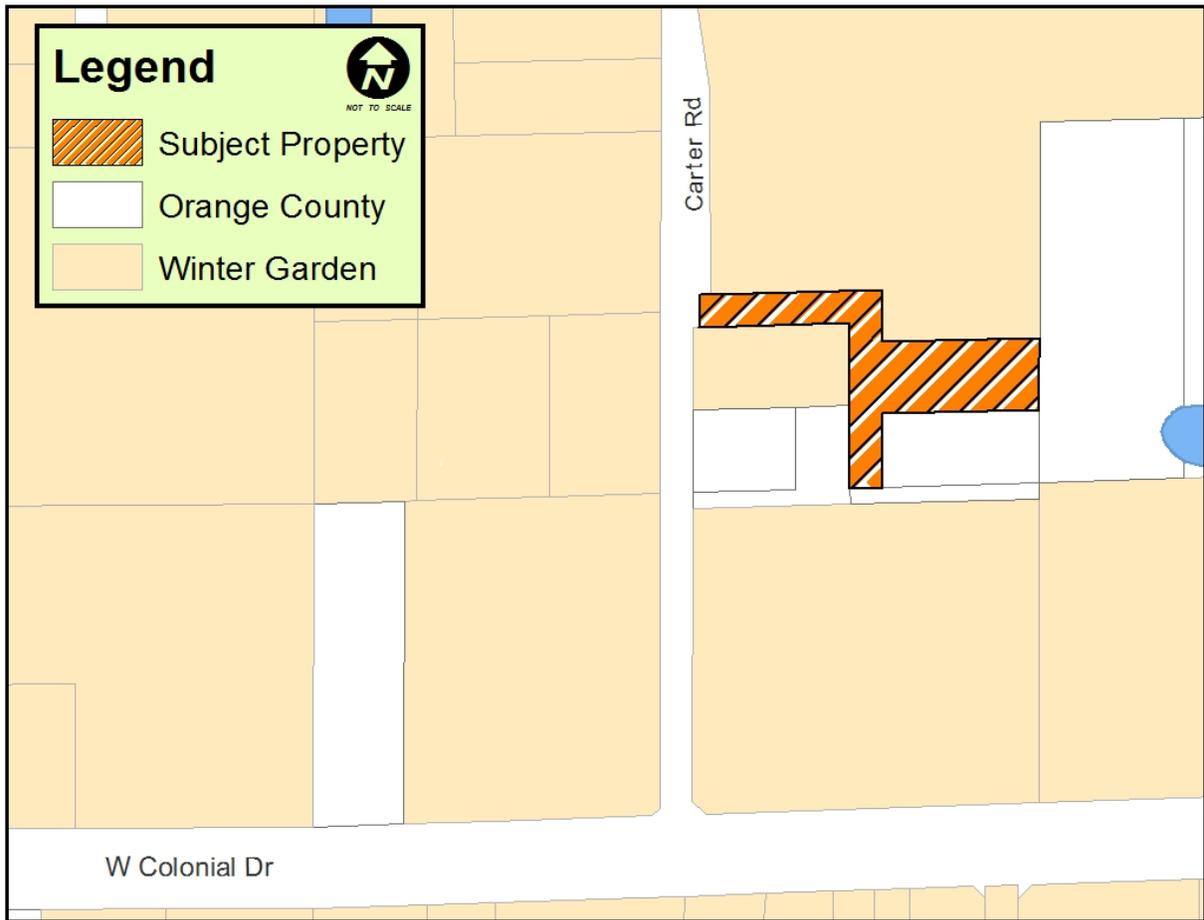
Attachments/References:

Location Map
Staff Report
Ordinance 16-50
Ordinance 16-51
Ordinance 16-52

LOCATION MAP

917 Carter Road

ANNEXATION, REZONING, FLU MAP AMENDMENT



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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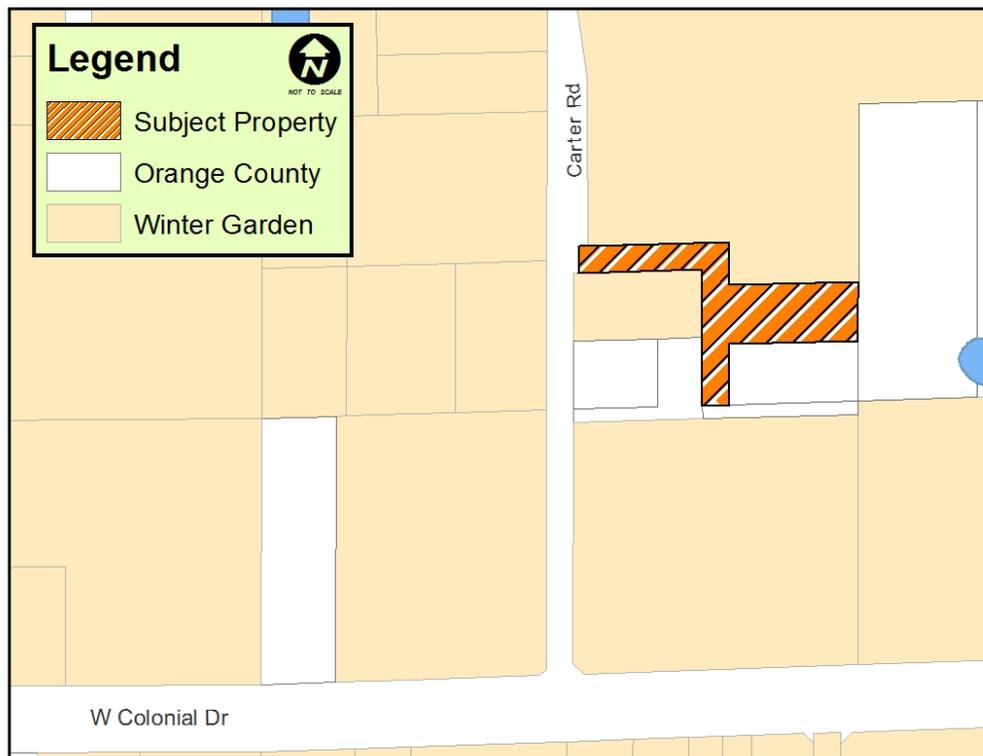
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JULY 22, 2016
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
917 CARTER ROAD (1.7 +/- ACRES)
PARCEL ID #: 24-22-27-0000-00-025
APPLICANT: PALM COAST ENTERPRISE, LLC

INTRODUCTION

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

The subject property is located at 917 Carter Road, on the east side of Carter Road south of East Story Road and north of West Colonial Drive and is approximately 1.7 ± acres. The map below depicts the proximity of the subject property to the City’s jurisdictional limits:



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

In accordance with the City's Comprehensive Plan, properties designated with the Multi Office Industrial land use category are required to be developed at a floor area ratio not greater than 0.35 and up to a floor area ratio of 0.75 by development bonus in Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Multi Office Industrial land use shall be located in the northeast area of the City. The Multi Office Industrial land use areas should be developed as planned office and industrial parks with extensive landscaping, coordinated parking, roadway connectors, and cross access. Permitted uses shall include office, research and development, distribution facilities, industrial, support office uses, warehousing, office showroom, support manufacturing, assembly uses, industrial, and support retail. Mixed-use development will be encouraged in this land use where mixed uses may occupy the same building or same parcel. Development shall provide transit and pedestrian-friendly design. Development may exceed the stated 0.5 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. The zoning classifications that are consistent with Multi Office Industrial land use designation include C-2, C-3, C-4, I-1, I-2, PID, PUD, and INT.

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

EXISTING USE

The subject property currently contains one single family house.

ADJACENT LAND USE AND ZONING

The property located to the north is vacant on the southern end, but the northern portion is a paved parking lot of Manheim Auto Auctions, zoned I-2, and located in Winter Garden. The property located to the east is developed with a single family house, zoned A-1, and located in Orange County. The property to the south is developed with a single family house, zoned A-1, and located in Orange County. The property to the west is developed with a single family house, zoned I-2, and located in Winter Garden.

PROPOSED USE

The applicant intends to annex the property and sometime in the future construct a building to be used for an auto service business.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be

served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

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

MAPS

AERIAL PHOTO

917 Carter Road

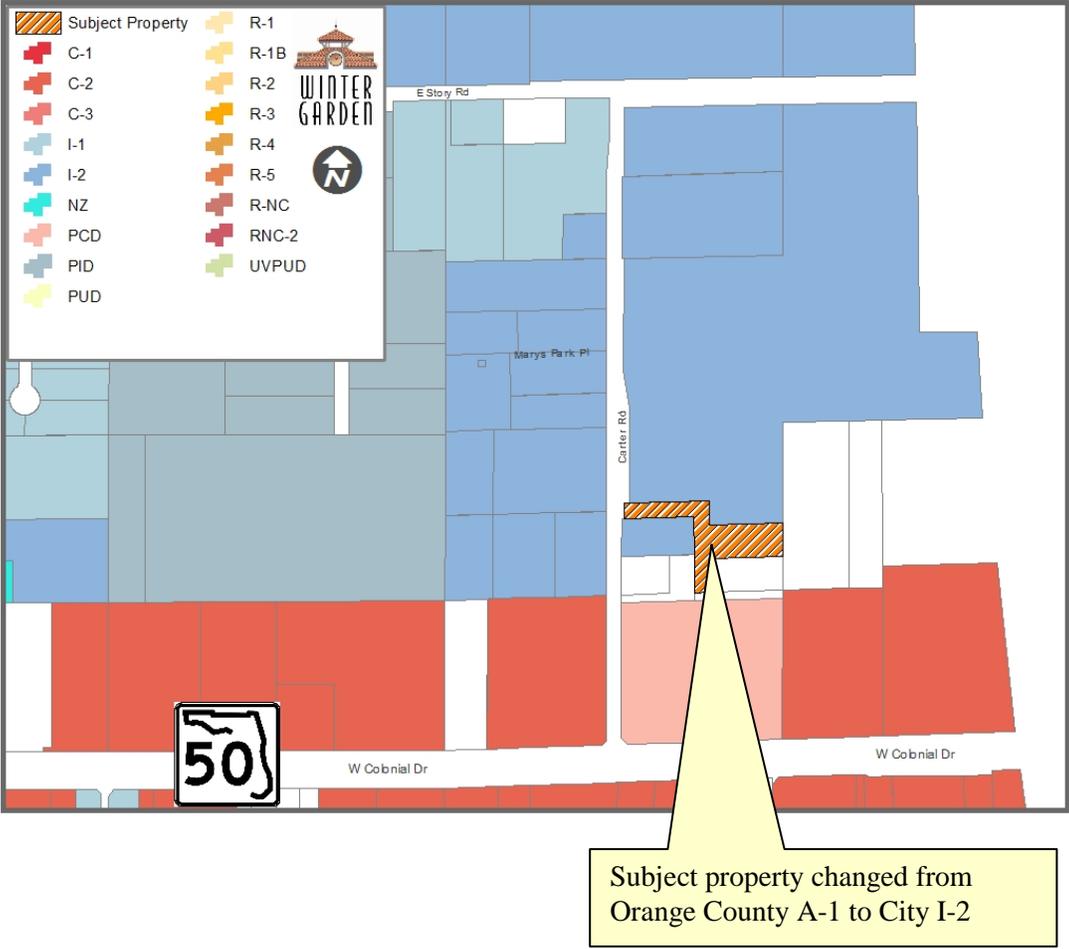


FUTURE LAND USE MAP
917 Carter Road



Subject property changed from Orange County Low Density Residential to City Multi Office Industrial

ZONING MAP
917 Carter Road



END OF STAFF REPORT

ORDINANCE 16-50

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 1.7 ± acres located at 917 Carter Road on the east side of Carter Road, south of East Story Road and north of West Colonial Drive and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

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

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 24-22-27-0000-00-025

DESCRIPTION:

BEGIN AT A POINT 134.32 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN WEST 290 FEET, THENCE NORTH 73 FEET, EAST 290.06 FEET, SOUTH 73 FEET, TO THE POINT OF BEGINNING.

AND

BEGIN 304 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, RUN EAST 304 FEET, SOUTH 304 FEET, EAST 76.29 FEET, NORTH 208.51 FEET, EAST 290.06 FEET, NORTH 60 FEET, WEST 290.06 FEET, NORTH 95 FEET, WEST 350 FEET SOUTH TO POINT OF BEGINNING, BEING IN SECTION 24, TOWNSHIP 22, RANGE 27, PUBLIC RECORDS OF ORANGE COUNTY

ORDINANCE 16-51

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 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY MULTI OFFICE INDUSTRIAL; 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 1.7 ± acres located at 917 Carter Road on the east side of Carter Road, south of East Story Road and north of West Colonial Drive, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Multi Office Industrial; 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 16-50, 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: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 24-22-27-0000-00-025

DESCRIPTION:

BEGIN AT A POINT 134.32 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN WEST 290 FEET, THENCE NORTH 73 FEET, EAST 290.06 FEET, SOUTH 73 FEET, TO THE POINT OF BEGINNING.

AND

BEGIN 304 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, RUN EAST 304 FEET, SOUTH 304 FEET, EAST 76.29 FEET, NORTH 208.51 FEET, EAST 290.06 FEET, NORTH 60 FEET, WEST 290.06 FEET, NORTH 95 FEET, WEST 350 FEET SOUTH TO POINT OF BEGINNING, BEING IN SECTION 24, TOWNSHIP 22, RANGE 27, PUBLIC RECORDS OF ORANGE COUNTY

ATTACHMENT "B"

FUTURE LAND USE MAP

917 Carter Road



Subject property changed from Orange County Low Density Residential to City Multi Office Industrial

ORDINANCE 16-52

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.7 ± ACRES LOCATED AT 917 CARTER ROAD ON THE EAST SIDE OF CARTER ROAD, SOUTH OF EAST STORY ROAD AND NORTH OF WEST COLONIAL DRIVE FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY I-2 GENERAL INDUSTRIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 1.7 ± acres located at 917 Carter Road on the east side of Carter Road, south of East Story Road and north of West Colonial Drive, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Rural District to the City’s I-2 General Industrial 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 I-2 General Industrial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

SECTION 1: *Rezoning.* The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT “A,” is hereby rezoned from Orange County A-1 Rural District to City I-2 General Industrial 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 16-51 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: _____, 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

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 24-22-27-0000-00-025

DESCRIPTION:

BEGIN AT A POINT 134.32 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN WEST 290 FEET, THENCE NORTH 73 FEET, EAST 290.06 FEET, SOUTH 73 FEET, TO THE POINT OF BEGINNING.

AND

BEGIN 304 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, RUN EAST 304 FEET, SOUTH 304 FEET, EAST 76.29 FEET, NORTH 208.51 FEET, EAST 290.06 FEET, NORTH 60 FEET, WEST 290.06 FEET, NORTH 95 FEET, WEST 350 FEET SOUTH TO POINT OF BEGINNING, BEING IN SECTION 24, TOWNSHIP 22, RANGE 27, PUBLIC RECORDS OF ORANGE COUNTY

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Michael Bollhoefer, City Manager

Date: August 5, 2016

Meeting Date: August 11, 2016

Subject: Sales Tax Revenue Bond Ordinance 16-53

Issue: In order to finance the new downtown parking garage, it is proposed that the City issue a Sales Tax Revenue Bond, Series 2016A (in the amount of \$10,200,000) secured by and payable from the Local Government Half-Cent Sales Tax Revenues. The Series 2016A loan proceeds will be used to finance projects as listed:

Garage	\$8,106,000
Power lines Park & Plant	250,000
North Parking	1,500,000
Joiner	350,000

In addition, it is proposed that the City issue a Sales Tax Revenue Bond, Series 2016B (\$9,810,000) also secured by and payable from the Local Government Half-Cent Sales Tax Revenues in order to refund all of the City's outstanding Sales Tax Revenue Bonds, Series 2006. This refunding will result in approximately \$1,690,000 in present value debt service savings for the City or 17.2% of the principal amount of the refunded Series 2006 Bonds. The Series 2006 Bonds financed costs of the City Hall complex.

Pursuant to a competitive selection process, it was determined that Pinnacle Public Finance, Inc. provided the most beneficial proposal to purchase the Series 2016A Bond and Series 2016B Bond. The interest rate for both bonds is fixed at 2.48% per annum. Average annual debt service for both bonds is estimated at \$1,270,000. Both bonds will be repaid over an approximately 20 year period, maturing on October 1, 2036. Pinnacle has included a provision that would allow prepayment of the Series 2016A Loan prior to 10/1/2023 at a price of 101.5% of par. There would be a cap of no more than \$5 million in aggregate prepayment and limited to one pre-payment per year. After 10/1/2023 the loan may also be pre-paid in whole or part without penalty.

Recommended Action: Motion to approve Ordinance 16-53 and hold the second reading and public hearing August 25, 2016.

ORDINANCE NO. 16-53

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA SUPPLEMENTING ORDINANCE NO. 06-27, WHICH ORDINANCE NO. 06-27 AUTHORIZED THE ISSUANCE OF SALES TAX REVENUE BONDS FROM TIME TO TIME; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$10,200,000 AGGREGATE PRINCIPAL AMOUNT OF A CITY OF WINTER GARDEN, FLORIDA SALES TAX REVENUE BOND, SERIES 2016A AND NOT EXCEEDING \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF A CITY OF WINTER GARDEN, FLORIDA SALES TAX REFUNDING REVENUE BOND, SERIES 2016B, IN ORDER TO, RESPECTIVELY, FINANCE A PORTION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING THE NEW DOWNTOWN PARKING GARAGE AND REFUND ALL OF THE CITY'S OUTSTANDING SALES TAX REVENUE BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2016 BONDS AND DETERMINING CERTAIN TERMS THEREOF; AUTHORIZING A NEGOTIATED SALE OF SAID SERIES 2016 BONDS AND THE AWARD THEREOF PURSUANT TO THE PROPOSAL OF PINNACLE PUBLIC FINANCE, INC.; DELEGATING CERTAIN AUTHORITY TO THE MAYOR/COMMISSIONER AND CITY MANAGER FOR THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2016 BONDS; DESIGNATING THE CITY AS THE PAYING AGENT AND REGISTRAR FOR SAID SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING THE ESCROW AGENT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2006, the City of Winter Garden, Florida (the "Issuer") issued \$12,025,000 aggregate principal amount of its City of Winter Garden, Florida Sales Tax Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), pursuant to Ordinance No. 06-27 which was duly enacted by the Commission on August 10, 2006 (the "Ordinance"), for the principal purpose of financing the acquisition, construction and equipping of a new city hall complex.

WHEREAS, it is hereby determined that a new downtown parking garage should be acquired, constructed and equipped within the Issuer in order to

improve and maintain the health, safety and welfare of the Issuer's citizens, which parking garage is generally described in Exhibit A hereto and more particularly described in the records, plans and specifications on file with the Issuer, as the same may be amended and supplemented by the Issuer from time to time (the "Series 2016 Project").

WHEREAS, in order to achieve debt service savings for the Issuer it is in the best interests of the Issuer to refund, on a current basis, all of the Series 2006 Bonds (the "Refunded Bonds").

WHEREAS, the Ordinance provides for the issuance of Additional Bonds (as defined in the Ordinance) thereunder for the principal purpose of refunding the Refunded Bonds and financing costs of the Series 2016 Project, upon meeting certain requirements set forth in the Ordinance.

WHEREAS, the Issuer deems it to be in its best interest to issue its (i) City of Winter Garden, Florida Sales Tax Revenue Bond, Series 2016A (the "Series 2016A Bond") for the principal purposes of financing and refinancing (including reimbursement) of a portion of the costs of the Series 2016 Project and paying costs associated with the issuance of the Series 2016A Bond, and (ii) City of Winter Garden, Florida Sales Tax Refunding Revenue Bond, Series 2016B (the "Series 2016B Bond," and together with the Series 2016A Bond, the "Series 2016 Bonds") for the principal purposes of refunding the Refunded Bonds and paying costs associated with the issuance of the Series 2016B Bond.

WHEREAS, in connection with the refunding of the Refunded Bonds, the Issuer shall, as provided herein, deposit a portion of proceeds derived from the sale of the Series 2016B Bond, together with other legally available moneys of the Issuer, in an escrow deposit trust fund (the "Escrow Fund"), which shall be sufficient to pay the Refunded Bonds as the same mature or are redeemed prior to maturity, all as provided herein and in the hereinafter described Escrow Deposit Agreement. Subsequent to the defeasance of the Refunded Bonds in accordance with the provisions of the Ordinance and the Escrow Deposit Agreement, the Refunded Bonds shall no longer be payable from or be secured by any portion of the Pledged Funds (as defined in the Ordinance).

WHEREAS, the Issuer's financial advisor, Public Financial Management, Inc. (the "Financial Advisor"), previously solicited proposals on behalf of the Issuer from various financial institutions to provide term loans to the Issuer through the purchase of the Series 2016 Bonds and the proposal (the "Proposal") received from Pinnacle Public Finance, Inc. (the "Purchaser"), a copy of which is attached hereto as Exhibit B, is the most beneficial proposal for the Issuer.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Series 2016 Bonds and the complexity of the transactions relating to such Series 2016 Bonds, it is in the best interest of the Issuer to sell the Series 2016 Bonds by a negotiated sale to the Purchaser pursuant to the Proposal and the provisions hereof and of the Ordinance, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price, terms and interest rate for the Series 2016 Bonds.

WHEREAS, the Issuer hereby certifies that it is current in all deposits into the various funds and accounts established by the Ordinance and all payments theretofore required to have been deposited or made by the Issuer under the provisions of the Ordinance have been deposited or made and the Issuer has complied with the covenants and agreements of the Ordinance and no Event of Default (as defined in the Ordinance) has occurred and is continuing thereunder.

WHEREAS, the Ordinance provides that the Series 2016 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Ordinance (as defined in the Ordinance) enacted by the Issuer; and it is now appropriate that the Issuer determine such provisions, terms and details.

WHEREAS, the Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, with and to the extent set forth herein and in the Ordinance, and no holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the Issuer except from the Pledged Funds in the manner provided herein and in the Ordinance.

WHEREAS, the covenants, pledges and conditions in the Ordinance shall be applicable to the Series 2016 Bonds herein authorized and said Series 2016 Bonds shall be on a parity with and rank equally as to the lien on and source and security for payment from the Pledged Funds and in all other respects with all Additional Bonds hereafter issued pursuant to the Ordinance, and shall constitute "Bonds" within the meaning of the Ordinance; upon the issuance of the Series 2016 Bonds, there shall not exist any other lien on the Pledged Funds on parity with or senior to the liens granted with respect to the Series 2016 Bonds.

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

SECTION 1: *Definitions/Recitals.* When used in this Supplemental Ordinance, the terms defined in the Ordinance shall have the meanings therein stated, except as such definitions may be hereinafter amended and defined. The above recitals are true and correct, constitute findings of the City Commission and are incorporated herein as material provisions.

SECTION 2: *Authority for This Supplemental Ordinance.* This Supplemental Ordinance is enacted pursuant to the provisions of the Ordinance and the Act.

SECTION 3: *Authorization of the Series 2016 Project and Refunding of the Refunded Bonds.* The Issuer hereby authorizes the acquisition, construction and equipping of the Series 2016 Project and the refunding, on a current basis, of the Refunded Bonds.

SECTION 4: *Authorization and Description of the Series 2016 Bonds.* The Issuer hereby authorizes the issuance of two series of Bonds to be known as (i) the "City of Winter Garden, Florida Sales Tax Revenue Bond, Series 2016A," (or such other designation as the Mayor/Commissioner may determine) in an amount not to exceed \$10,200,000, for the principal purposes of providing moneys to finance a portion of the costs of the acquisition, construction and equipping of the Series 2016 Project and paying costs associated with the issuance of the Series 2016A Bond, and (ii) the "City of Winter Garden, Florida Sales Tax Refunding Revenue Bond, Series 2016B," or such other designation as the Mayor/Commissioner may determine) in an amount not to exceed \$10,000,000 for the principal purposes of refunding, on a current basis, the Refunded Bonds and paying costs associated with the issuance of the Series 2016B Bond. The specific principal amount of each Series of the Series 2016 Bonds to be issued pursuant to the Ordinance shall be determined by the Mayor/Commissioner, upon the advice of the Issuer's Financial Advisor, provided the amount does not exceed \$10,200,000 as it pertains to the Series 2016A Bond and \$10,000,000 as it pertains to the Series 2016B Bond.

The Series 2016 Bonds shall be dated as of their respective dates of issuance, or such other date or dates as the City Manager may determine, shall be issued in the form of one fully registered Bond for each Series and the Series 2016A Bond and the Series 2016B Bond shall be numbered "AR-1" and "BR-1," respectively. Each Series of the Series 2016 Bonds shall have an authorized denomination equal to the principal amount outstanding from time to time. The Series 2016A Bonds and the Series 2016B Bonds shall each bear interest from their respective dated date at a fixed interest rate of 2.48% per annum (the "Interest Rate"). The Interest Rate shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2016 Bonds shall be payable semi-annually, on April 1 and October 1 of each year

(each an "Interest Payment Date"), commencing on April 1, 2017. The Series 2016A Bond and the Series 2016B Bond shall each be issued as a single Term Bond with a final maturity of October 1, 2036 and shall be subject to mandatory sinking fund redemption in such Amortization Installments commencing on October 1, 2017 and on each October 1 thereafter through the maturity date of the Series 2016 Bonds, determined by the City Manager, upon the advice of the Issuer's Financial Advisor, and approved by the Purchaser prior to the issuance of the Series 2016 Bonds. Such Amortization Installments shall be set forth in the respective Series 2016 Bonds. Each of the Series 2016 Bonds shall be sold on a negotiated basis to the Purchaser at a purchase price equal to 100% of the respective principal amount thereof. The Purchaser shall provide the Issuer with an executed Disclosure Letter and Truth-in-Bonding Statement as required by Section 218.385, Florida Statutes, prior to the issuance of the Series 2016 Bonds. The Interest Rate on the Series 2016 Bonds shall comply in all respects with Section 215.84, Florida Statutes. The Interest Rate on each of the Series 2016 Bonds is subject to adjustment as provided in Section 5 hereof.

The Series 2016 Bonds shall be payable as to principal and interest by bank wire transfer or in such other manner as is agreed to between the Issuer and the holder of each of the Series 2016 Bonds, to the holder of each of the Series 2016 Bonds in whose name such Series 2016 Bond shall be registered on the registration books maintained by the Issuer as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding an Interest Payment Date; provided, that the holder of a Series 2016 Bond shall be required to present and surrender such Series 2016 Bond to the Issuer for the final payment of the principal of such Series 2016 Bond or shall otherwise provide evidence that such Series 2016 Bond has been cancelled. Principal of, redemption premium, if any, and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts.

The Series 2016 Bonds shall each be in substantially the form set forth in Section 2.10 of the Ordinance and may be modified to reflect the terms of the Series 2016 Bonds set forth herein and as otherwise is necessary or desirable in accordance with said Section 2.10.

SECTION 5: *Adjustments to Interest Rate.* (A) In the event of a Determination of Taxability (as defined below) with respect to a Series 2016 Bond, the Interest Rate on such Series 2016 Bond shall be increased to a fixed interest rate of 3.82% per annum (the "Adjusted Rate"); provided, however, such Adjusted Rate shall never exceed the maximum rate allowable by law. Immediately upon a Determination of Taxability, the Issuer agrees to pay to the Purchaser, the Additional Amount (as defined below).

For purposes of this Section 5, "Determination of Taxability" shall mean the circumstance of interest paid or payable on a Series 2016 Bond becoming includable for federal income tax purposes in the gross income of the Purchaser as a result of any action or inaction of the Issuer. A Determination of Taxability will be deemed to have occurred with respect to a Series 2016 Bond upon (i) the receipt by the Issuer or the Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other official letter or correspondence from the Internal Revenue Service which holds, in a final determination, that any interest payable on such Series 2016 Bond is includable in the gross income of the Purchaser; (ii) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on such Series 2016 Bond is includable in the gross income of the Purchaser, or (iii) receipt by the Issuer or the Purchaser of an opinion of Bond Counsel to the Issuer that any interest on such Series 2016 Bond has become includable in the gross income of the Purchaser for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on such Series 2016 Bond is deemed includable in the gross income of the Purchaser. Without limiting the foregoing, a Determination of Taxability shall not include and is not triggered by a change in law by the United States Congress that causes the interest or any portion thereof to be includable in the Purchaser's gross income. A Determination of Taxability shall also not occur solely in the event interest on a Series 2016 Bond is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations.

"Additional Amount" means (i) the difference between (a) interest on a Series 2016 Bond for the period commencing on the date on which the interest on such Series 2016 Bond (or portion thereof) is deemed to have lost its tax-exempt status and ending on the effective date of the adjustment of the Interest Rate to the Adjusted Rate (the "Taxable Period") at a rate per annum equal to the Adjusted Rate and (b) the aggregate amount of interest paid on such Series 2016 Bond during the Taxable Period at the Interest Rate applicable to such Series 2016 Bond prior to the adjustment to the Adjusted Rate, plus (ii) any penalties, fines, fees, costs and interest paid or payable by the Purchaser to the Internal Revenue Service by reason of such Determination of Taxability.

(B) After the occurrence of an Event of Default under Section 6.01 of the Ordinance, the Series 2016 Bond shall bear interest at the Default Rate (as defined below) until such Event of Default is cured.

For purposes of this Section 5(B), "Default Rate" means, so long as the interest rate for the Series 2016 Bond does not equal the Adjusted Rate, the lesser of (i) 6.00%, per annum and (ii) the maximum lawful rate. For purposes of

this Section 5(B), "Default Rate" means, so long as the interest rate for the Series 2016 Bonds does equal the Adjusted Rate, the lesser of (i) 7.00%, per annum and (ii) the maximum lawful rate.

SECTION 6: *Redemption Provisions.* Prior to October 1, 2023, the Series 2016B Bond shall not be subject to optional redemption. The Series 2016A Bond shall only be subject to optional redemption prior to October 1, 2023, pursuant to the fourth paragraph of this Section 6.

On and after October 1, 2023, either Series of the Series 2016 Bonds may be redeemed, at the option of the Issuer, from any moneys legally available therefor, upon notice as provided herein, in whole, on any date by paying to the Purchaser the principal amount of the Series of Series 2016 Bonds to be redeemed, together with the unpaid interest accrued thereon to the date of such redemption, without a premium or penalty.

On and after October 1, 2023, either Series of the Series 2016 Bonds may be redeemed, at the option of the Issuer, from any moneys legally available therefor, upon notice as provided herein, in part, no more than once per Fiscal Year, on an Interest Payment Date, in a minimum principal amount of \$300,000, by paying to the Purchaser the portion of the principal amount to be redeemed, together with the unpaid interest accrued thereon to the date of such redemption plus a \$500 re-amortization fee. Any such partial redemption shall be allocated to the remaining Amortization Installments of the Series of Series 2016 Bonds to be redeemed on a pro-rata basis.

Prior to October 1, 2021, the Series 2016A Bonds may be redeemed, in part, no more than once per Fiscal Year, at a redemption price equal to 101.5% of the principal amount to be redeemed plus accrued interest thereon to the date of such partial redemption. Any such partial redemption shall be allocated to the remaining Amortization Installments of the Series 2016A Bond to be redeemed on a pro-rata basis. The Issuer may redeem no more than \$5,000,000 in aggregate principal amount of the Series 2016A Bond pursuant to the provisions of this paragraph.

Notwithstanding the provisions of Section 3.03 of the Ordinance, any optional redemption of a Series 2016 Bond shall be made on such date as shall be specified by the Issuer in a written notice provided to the holder thereof not less than ten (10) days prior thereto by first class mail. No notice of redemption shall be required for mandatory sinking fund redemption. Notice having been given as aforesaid, the outstanding principal of the Series 2016 Bond to be redeemed shall become due and payable on the date of redemption stated in such notice, together with the interest accrued and unpaid to the date of redemption on the principal amount then being paid. If on the date of redemption

moneys for the payment of the principal amount to be redeemed on such Series 2016 Bond, together with the accrued interest to the date of redemption on such principal amount, shall have been paid to the holder as above provided, then from and after the date of redemption, interest on such redeemed principal amount of the Series 2016 Bond shall cease to accrue. If said money shall not have been so paid on the date of redemption, such principal amount of the Series 2016 Bond to be redeemed shall continue to bear interest until payment thereof at the Interest Rate.

SECTION 7: *Application of Series 2016 Bond Proceeds.* The proceeds derived from the sale of the Series 2016 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) A sufficient amount of the Series 2016B Bond proceeds, together with other legally available moneys of the Issuer, shall be deposited irrevocably in trust in the escrow deposit trust fund established under the terms and provisions of the hereinafter defined Escrow Deposit Agreement to pay the principal of, Redemption Price, if applicable, and interest on the Refunded Bonds as the same mature and become due and payable or are redeemed prior to maturity.

(B) A sufficient amount of the Series 2016B Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2016B Bond, and any remainder of the Series 2016B Bond proceeds shall be deposited to the Interest Account and used to pay scheduled interest payments on the Series 2016B Bonds. The City Manager is authorized and directed to take such action as is necessary to pay all costs of issuance to the appropriate parties.

(C) A sufficient amount of the Series 2016A Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2016A Bond. The City Manager is authorized and directed to take such action as is necessary to pay all costs of issuance to the appropriate parties.

(D) The balance of the Series 2016A Bond proceeds shall be deposited to a separate account (the "2016 Project Account") in the Construction Fund established with respect to the Series 2016 Project and shall be used to pay the Costs of the Series 2016 Project in accordance with the provisions of Section 4.03 of the Ordinance.

SECTION 8: *Transfer of Certain Moneys.* The Refunded Bonds will be refunded from proceeds of the Series 2016B Bonds and from other legally available funds of the Issuer. Any excess moneys on deposit in the Debt Service Fund established for the benefit of the Refunded Bonds pursuant to the

Ordinance and not required to remain on deposit therein shall be transferred to the Escrow Fund established pursuant to the Escrow Deposit Agreement.

SECTION 9: *Transfer and Assignment.* The Purchaser's right, title and interest in and to either of the Series 2016 Bonds and any amounts payable by the Issuer thereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Purchaser, without the necessity of obtaining the consent of the Issuer; provided, that any such assignment, transfer or conveyance shall be made only to (i) affiliates of the Purchaser or (ii) banks, insurance companies or their affiliates, provided that any such entity is purchasing a Series 2016 Bond for its own account with no present intention to resell or distribute such Series 2016 Bond, subject to each investor's right at any time to dispose of such Series 2016 Bond as it determines to be in its best interests. Unless to an affiliate controlling, controlled by or under common control with the Purchaser, no assignment, transfer or conveyance permitted by this Section 9 shall be effective until the Issuer shall have received a written notice of assignment that discloses the name and address of each such assignee. If the Purchaser notifies the Issuer of its intent to assign and sell its right, title and interest in and to a Series 2016 Bond as herein provided, the Issuer agrees that it shall execute and deliver to the assignee Purchaser, Series 2016 Bonds in the principal amount and Series so assigned, registered in the name of the assignee Purchaser, executed and delivered by the Issuer in the same manner as provided herein and in the Ordinance and with an appendix attached thereto setting forth the amounts to be paid on each principal payment date with respect to such Series 2016 Bond.

Notwithstanding any other provision of this Section 9, there shall never be more than three (3) holders of each Series of the Series 2016 Bonds at any one time and, to the extent there are two (2) or more holders of either Series of the Series 2016 Bonds at any time, such holders shall engage a paying agent and registrar that is reasonably acceptable to the Issuer, the duties of which shall include, but not be limited to, invoicing the Issuer for scheduled payments on the applicable Series of Series 2016 Bonds, receiving payments from the Issuer, distributing payments to the holders of the applicable Series of Series 2016 Bonds and maintaining registration books with respect to the applicable Series of Series 2016 Bonds and the holders thereof. The holders of the applicable Series of Series 2016 Bonds shall pay all costs and expenses of such paying agent and registrar and the Issuer shall have no liability, economic or otherwise, with respect thereto.

Nothing contained in this Section 9 shall be interpreted to prohibit the Purchaser from selling participations in the Series 2016 Bonds to any investors meeting the conditions set forth in the immediately preceding paragraph.

SECTION 10: *Appointment of Paying Agent and Registrar.* The Issuer is hereby designated Registrar and Paying Agent for the Series 2016 Bonds, acting through the City Manager or his designee. The Issuer shall keep sufficient books and records to identify the holders of the Series 2016 Bonds.

SECTION 11: *Authorization to Execute Escrow Deposit Agreement.* The Issuer hereby authorizes and directs the City Manager to execute and the Clerk to attest an escrow deposit agreement (the "Escrow Deposit Agreement") and to deliver the Escrow Deposit Agreement to U.S. Bank National Association, which is hereby appointed as Escrow Agent. The Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by said City Manager. Execution by the City Manager of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 12: *Reserve Account.* Pursuant to the provisions of Section 4.05(A)(4) of the Ordinance, the Issuer hereby establishes a separate subaccount in the Reserve Account for the Series 2016 Bonds which shall be designated as the "Series 2016 Subaccount" of the Reserve Account. The Reserve Account Requirement with respect to the Series 2016 Subaccount and the Series 2016 Bonds shall be zero dollars and zero cents (\$0.00). The Series 2016 Subaccount shall solely secure the Series 2016 Bonds and the Series 2016 Bonds shall not be secured by any other portion of the Reserve Account or any other subaccount therein.

SECTION 13: *Annual Audit and Other Information.* The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles as applied to governmental entities. A copy of the audited financial statements for each Fiscal Year shall be furnished to the Purchaser or made available on the Issuer's general website within 210 days after the end of each Fiscal Year. The Issuer shall provide the Purchaser a quarterly statement regarding the expenditure of Series 2016A Bond proceeds deposited to the 2016 Project Account pursuant to Section 7(D) hereof. The Issuer shall also provide the Purchaser with any other financial information reasonably requested by the Purchaser.

SECTION 14: *General Authority.* The Mayor/Commissioner, the City Manager, the Clerk, the City Attorney, and the other officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Supplemental Ordinance, the Ordinance or the Escrow Deposit Agreement, or desirable or consistent with the requirements hereof or of the Ordinance, or the Escrow Deposit Agreement for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2016 Bonds, the Ordinance and the Escrow Deposit Agreement and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The City Manager is authorized to execute an engagement letter with the Financial Advisor with respect to its provision of financial advisory services to the Issuer. If the Mayor/Commissioner is unavailable or unable at any time to perform any duties or functions hereunder, any other duly authorized Commissioner is hereby authorized to act on his behalf.

SECTION 15: *No Pledge of Ad Valorem Taxes.* THE SERIES 2016 BONDS DO NOT PLEDGE THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF. AD VALOREM TAXES ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2016 BONDS AND THE HOLDER(S) OF SUCH SERIES 2016 BONDS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST. THE SERIES 2016 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OR PROJECT OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS TO THE EXTENT AND IN THE MANNER PROVIDED IN THE ORDINANCE AND THIS SUPPLEMENTAL ORDINANCE.

SECTION 16: *Severability and Invalid Provisions.* If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Bonds.

SECTION 17: *Conflicts; Ordinance to Continue In Force.* Except as herein expressly provided, the Ordinance and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Supplemental Ordinance and the Ordinance, the terms of this Supplemental Ordinance shall govern.

SECTION 18: *Effective Date.* This Supplemental Ordinance shall become effective upon its adoption at its second reading.

FIRST READING AND PUBLIC HEARING: August 11, 2016.

SECOND READING AND PUBLIC HEARING: August 25, 2016.

ADOPTED this 25th day of August, 2016 by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

EXHIBIT A

SERIES 2016 PROJECT

The downtown parking garage project generally consists of a 2-story, 3-level parking structure that will provide approximately 525 vehicle parking spaces with a footprint of 65,130 square feet. It will be centrally located in the City's historic downtown district, currently occupied by a surface public parking lot, bound by Tremaine Street on the north, Lakeview Avenue on the west, and Boyd Street on the east. The parking garage is intended to provide sufficient public parking for existing uses and events, as well as providing public parking for future growth of the downtown district.

EXHIBIT B

COPY OF PINNACLE PUBLIC FINANCE, INC. PROPOSAL



July 12, 2016
Revised: July 21, 2016

VIA Electronic Mail

Ms. Laura Zielonka
Finance Director
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

RE: Request for Proposals – Sales Tax Revenue Bond, Series 2016A and Sales Tax Refunding Revenue Bond, Series 2016B

Dear Ms. Zielonka,

Pinnacle Public Finance, Inc., a BankUnited Company, is pleased to provide this response to the City of Winter Garden’s Request for Proposals provided by Public Financial Management, Inc., acting as Financial Advisor, to the City.

Corporate Overview: In October 2010, BankUnited acquired the municipal finance business from Koch Financial Corporation and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing tax-exempt financing directly to its state and local government clients and through its vendor programs and alliances. With more than \$6 billion in financing and transactional experience in every state in the U.S., our team has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions.

Since beginning operations as Pinnacle, we have funded over 1,220 municipal transactions totaling nearly \$1.85 billion. As Koch Financial Corporation, our group managed a portfolio in excess of \$1 billion and 2,600 municipal leases.

Given that BankUnited is based in Florida, Pinnacle is strongly committed to meeting the needs of our Florida clients. Members of our team have successfully closed over 30 transactions totaling more than \$370 million in Florida.

Our proposed terms and conditions are as follows:

- Borrower:** City of Winter Garden, Florida (“City”)
- Lender:** Pinnacle Public Finance, Inc. (“Pinnacle”)
- Financial Advisor:** Public Financial Management, Inc. (“Financial Advisor”)
- Bond Counsel:** Nabors, Giblin & Nickerson (“Bond Counsel”)
- Lender’s Counsel:** Chapman and Cutler LLP (“Purchaser’s Counsel”)

Issue Type: Municipal loan structured as a privately placed bond. The registered owner will be Pinnacle Public Finance, Inc. and Pinnacle requests physical delivery of the Bond, printed on safety paper, with no CUSIP and no reference to DTC or book-entry only system.

Transaction

Amount: **Series 2016A:** Not to exceed \$10,200,000
Series 2016B: Not to exceed \$10,000,000

Purpose:

Series 2016A

The loan proceeds will be used to finance a portion of the planning, acquisition and construction of various capital projects, including a parking garage and pay costs of issuance.

Series 2016B

The loan proceeds will be used to currently refund the City's Sales Tax Revenue Bonds, Series 2006 and pay costs of issuance.

Security:

The payment of principal and interest for the loans will be secured by and payable solely from a lien upon and pledge of the City's distribution from the Local Government Half-Cent Sales Tax Clearing Trust Fund pursuant to Florida Statutes.

Term:

The loans will have a final maturity of October 1, 2036.

Interest Rate:

Pinnacle proposed an interest of 2.48% for each loan.

Interest Rate

Expiration: The above rate is valid through August 31, 2016.

Projected

Funding Date: TBD

Payment

Frequency: Principal will be paid annually each October 1, commencing October 1, 2017. Interest will be paid semi-annually each April 1 and October 1, commencing April 1, 2017.

Debt Service

Requirements: Please see the attached Preliminary Debt Service Schedules.

Optional

Prepayment: Prior to October 1, 2023 the loans are not subject to Optional Prepayment.

Beginning October 1, 2023, each loan is subject to Optional Prepayment in whole any time at a price equal to par plus accrued interest.

Beginning October 1, 2023, each loan is subject to Optional Prepayment in part one-time per year on a payment date in a minimum amount of \$300,000 at a price equal to par plus a \$500 re-amortization fee. The prepayment will be allocated on a pro-rata basis.

Extraordinary

Prepayment: Upon receipt of grant monies, the City will be allowed to make partial prepayments on the Series 2016A loan prior to October 1, 2023. The partial prepayments will be limited to one-time per year at a price equal to 101.5% of par plus accrued interest. The Extraordinary Prepayment option will be limited to \$5 million in total par amount.

Documentation:

Pinnacle assumes all financing documentation will be prepared by Bond Counsel in form and content acceptable to Pinnacle and Lender's Counsel. Further, it is assumed Bond Counsel will provide, at no cost to Pinnacle, a validity and tax opinion.

This proposal is subject to review and acceptance of all documents by Pinnacle and Lender's Counsel.

Requested

Provisions: Pinnacle will require a gross up provision in the event the loan(s) become taxable due to actions or omissions of the City. If the loan(s) becomes taxable the taxable rate of interest will be 3.82% and will be effective as of the date the tax status is ruled to have changed.

Pinnacle requests that a default rate of 6% be included in the documents. The default rate will become 7% if the obligation has become taxable as described above. *Subject to negotiation.*

Pinnacle will require the 2016A proceeds either be deposited with a third-party escrow provider or the City agrees to provide a quarterly accounting of the use of proceeds during the construction phase.

Pinnacle assumes the Additional Bonds Test will continue to require coverage of 1.30X for parity debt.

Requested

Provisions cont.: Pinnacle expects that the City will not have the ability to issue debt secured with a lien that is senior to the loan(s) so long as the loan(s) are outstanding.

Pinnacle requires the loan documents make no reference to any Uniform Commercial Code Section relating to Investment Securities (i.e. UCC Article 8).

Pinnacle will agree to transfer restrictions stated below in "Assignment".

Reporting: Pinnacle will request that the City agree to provide its CAFR within 210 days of the close of each fiscal year. Additionally, Pinnacle will request that the City agree to provide such other financial information as Pinnacle may reasonably request, including but not limited to, its annual budget for any prior or current fiscal year or subsequent fiscal years. *Subject to negotiation.*

Assignment: It is our present intention to hold the loan to maturity; however, Pinnacle will require that it reserves the right to assign, transfer or convey the loan (or any interest therein or portion thereof) only to any of its affiliates or to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities.

Fees/Closing Costs: If Pinnacle is awarded one loan, it proposes the inclusion of \$5,000 for Lender's Counsel in the costs of issuance. If Pinnacle is awarded both loans, the Lender's Counsel fee paid from costs of issuance will be capped at \$8,000.

The City will be responsible for any fees or expenses with respect to its (i) issuing costs, (ii) legal counsel (iii) Bond Counsel and (iv) title/registration fees, if any.

Pre-Close Requirements: Pinnacle will require a complete executed copy of the transcript by noon the day prior to funding (a scanned copy is acceptable). Ultimately, Pinnacle will require a complete transcript with original signatures.

IRMA Representation: Pinnacle requests the City provide a letter confirming the City's Financial Advisor is acting as Independent Registered Municipal Advisor under the SEC Municipal Advisor Rule. A copy of the requested letter is attached to this proposal as Exhibit A.

Pinnacle's Role

As Lender:

The transaction described in this document is an arm's length, commercial transaction between the City and Pinnacle in which: (a) Pinnacle is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (b) Pinnacle is not acting as a municipal advisor or financial advisor to the City; (c) Pinnacle has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Pinnacle has provided other services or is currently providing other services to the City on other matters); (d) the only obligations Pinnacle has to the City with respect to this transaction are set forth in the definitive transaction agreements between Pinnacle and the City; and (e) Pinnacle is not recommending that the City take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity.

Credit Approval: This proposal is subject to final credit approval by Pinnacle's parent, BankUnited.

Please feel free to call me at **480.419.3634** with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,



Blair Swain
Senior Vice President, Direct Markets

CC: Jay Glover, Public Financial Management, Inc.
Nicklas Rocca, Public Financial Management, Inc.

Preliminary Debt Service Schedules

Series 2016A:

Totals:		\$12,945,286.33	\$2,895,286.33	\$10,050,000.00	Rate 2.4800%	\$12,945,286.33	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance	Annual Total
	8/30/2016					\$10,050,000.00	
1	4/1/2017	\$146,082.33	\$146,082.33	\$0.00	\$10,200,750.00	\$10,050,000.00	
2	10/1/2017	\$449,620.00	\$124,620.00	\$325,000.00	\$9,870,875.00	\$9,725,000.00	\$595,702.33
3	4/1/2018	\$120,590.00	\$120,590.00	\$0.00	\$9,870,875.00	\$9,725,000.00	
4	10/1/2018	\$505,590.00	\$120,590.00	\$385,000.00	\$9,480,100.00	\$9,340,000.00	\$626,180.00
5	4/1/2019	\$115,816.00	\$115,816.00	\$0.00	\$9,480,100.00	\$9,340,000.00	
6	10/1/2019	\$515,816.00	\$115,816.00	\$400,000.00	\$9,074,100.00	\$8,940,000.00	\$631,632.00
7	4/1/2020	\$110,856.00	\$110,856.00	\$0.00	\$9,074,100.00	\$8,940,000.00	
8	10/1/2020	\$520,856.00	\$110,856.00	\$410,000.00	\$8,657,950.00	\$8,530,000.00	\$631,712.00
9	4/1/2021	\$105,772.00	\$105,772.00	\$0.00	\$8,657,950.00	\$8,530,000.00	
10	10/1/2021	\$530,772.00	\$105,772.00	\$425,000.00	\$8,226,575.00	\$8,105,000.00	\$636,544.00
11	4/1/2022	\$100,502.00	\$100,502.00	\$0.00	\$8,226,575.00	\$8,105,000.00	
12	10/1/2022	\$535,502.00	\$100,502.00	\$435,000.00	\$7,785,050.00	\$7,670,000.00	\$636,004.00
13	4/1/2023	\$95,108.00	\$95,108.00	\$0.00	\$7,785,050.00	\$7,670,000.00	
14	10/1/2023	\$545,108.00	\$95,108.00	\$450,000.00	\$7,220,000.00	\$7,220,000.00	\$640,216.00
15	4/1/2024	\$89,528.00	\$89,528.00	\$0.00	\$7,220,000.00	\$7,220,000.00	
16	10/1/2024	\$554,528.00	\$89,528.00	\$465,000.00	\$6,755,000.00	\$6,755,000.00	\$644,056.00
17	4/1/2025	\$83,762.00	\$83,762.00	\$0.00	\$6,755,000.00	\$6,755,000.00	
18	10/1/2025	\$558,762.00	\$83,762.00	\$475,000.00	\$6,280,000.00	\$6,280,000.00	\$642,524.00
19	4/1/2026	\$77,872.00	\$77,872.00	\$0.00	\$6,280,000.00	\$6,280,000.00	
20	10/1/2026	\$567,872.00	\$77,872.00	\$490,000.00	\$5,790,000.00	\$5,790,000.00	\$645,744.00
21	4/1/2027	\$71,796.00	\$71,796.00	\$0.00	\$5,790,000.00	\$5,790,000.00	
22	10/1/2027	\$576,796.00	\$71,796.00	\$505,000.00	\$5,285,000.00	\$5,285,000.00	\$648,592.00
23	4/1/2028	\$65,534.00	\$65,534.00	\$0.00	\$5,285,000.00	\$5,285,000.00	
24	10/1/2028	\$585,534.00	\$65,534.00	\$520,000.00	\$4,765,000.00	\$4,765,000.00	\$651,068.00
25	4/1/2029	\$59,086.00	\$59,086.00	\$0.00	\$4,765,000.00	\$4,765,000.00	
26	10/1/2029	\$594,086.00	\$59,086.00	\$535,000.00	\$4,230,000.00	\$4,230,000.00	\$653,172.00
27	4/1/2030	\$52,452.00	\$52,452.00	\$0.00	\$4,230,000.00	\$4,230,000.00	
28	10/1/2030	\$602,452.00	\$52,452.00	\$550,000.00	\$3,680,000.00	\$3,680,000.00	\$654,904.00
29	4/1/2031	\$45,632.00	\$45,632.00	\$0.00	\$3,680,000.00	\$3,680,000.00	
30	10/1/2031	\$615,632.00	\$45,632.00	\$570,000.00	\$3,110,000.00	\$3,110,000.00	\$661,264.00
31	4/1/2032	\$38,564.00	\$38,564.00	\$0.00	\$3,110,000.00	\$3,110,000.00	
32	10/1/2032	\$623,564.00	\$38,564.00	\$585,000.00	\$2,525,000.00	\$2,525,000.00	\$662,128.00
33	4/1/2033	\$31,310.00	\$31,310.00	\$0.00	\$2,525,000.00	\$2,525,000.00	
34	10/1/2033	\$636,310.00	\$31,310.00	\$605,000.00	\$1,920,000.00	\$1,920,000.00	\$667,620.00
35	4/1/2034	\$23,808.00	\$23,808.00	\$0.00	\$1,920,000.00	\$1,920,000.00	
36	10/1/2034	\$643,808.00	\$23,808.00	\$620,000.00	\$1,300,000.00	\$1,300,000.00	\$667,616.00
37	4/1/2035	\$16,120.00	\$16,120.00	\$0.00	\$1,300,000.00	\$1,300,000.00	
38	10/1/2035	\$656,120.00	\$16,120.00	\$640,000.00	\$660,000.00	\$660,000.00	\$672,240.00
39	4/1/2036	\$8,184.00	\$8,184.00	\$0.00	\$660,000.00	\$660,000.00	
40	10/1/2036	\$668,184.00	\$8,184.00	\$660,000.00	\$0.00	\$0.00	\$676,368.00

Pinnacle Public Finance, Inc.
 City of Winter Garden
 Sales Tax Revenue Bond, Series 2016A and Sales Tax Revenue Refunding Bond, Series 2016B
 July 12, 2016
 Revised: July 21, 2016
 Page 7 of 7

Series 2016B:

Totals:		\$12,357,626.66	\$2,762,626.66	\$9,595,000.00	Rate 2.4800%	\$12,357,626.66	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance	Annual Total
	8/30/2016					\$9,595,000.00	
1	4/1/2017	\$139,468.66	\$139,468.66	\$0.00	Non-Callable	\$9,595,000.00	
2	10/1/2017	\$433,978.00	\$118,978.00	\$315,000.00	Non-Callable	\$9,280,000.00	\$573,446.66
3	4/1/2018	\$115,072.00	\$115,072.00	\$0.00	Non-Callable	\$9,280,000.00	
4	10/1/2018	\$485,072.00	\$115,072.00	\$370,000.00	Non-Callable	\$8,910,000.00	\$600,144.00
5	4/1/2019	\$110,484.00	\$110,484.00	\$0.00	Non-Callable	\$8,910,000.00	
6	10/1/2019	\$490,484.00	\$110,484.00	\$380,000.00	Non-Callable	\$8,530,000.00	\$600,968.00
7	4/1/2020	\$105,772.00	\$105,772.00	\$0.00	Non-Callable	\$8,530,000.00	
8	10/1/2020	\$500,772.00	\$105,772.00	\$395,000.00	Non-Callable	\$8,135,000.00	\$606,544.00
9	4/1/2021	\$100,874.00	\$100,874.00	\$0.00	Non-Callable	\$8,135,000.00	
10	10/1/2021	\$505,874.00	\$100,874.00	\$405,000.00	Non-Callable	\$7,730,000.00	\$606,748.00
11	4/1/2022	\$95,852.00	\$95,852.00	\$0.00	Non-Callable	\$7,730,000.00	
12	10/1/2022	\$510,852.00	\$95,852.00	\$415,000.00	Non-Callable	\$7,315,000.00	\$606,704.00
13	4/1/2023	\$90,706.00	\$90,706.00	\$0.00	Non-Callable	\$7,315,000.00	
14	10/1/2023	\$520,706.00	\$90,706.00	\$430,000.00	\$6,885,000.00	\$6,885,000.00	\$611,412.00
15	4/1/2024	\$85,374.00	\$85,374.00	\$0.00	\$6,885,000.00	\$6,885,000.00	
16	10/1/2024	\$525,374.00	\$85,374.00	\$440,000.00	\$6,445,000.00	\$6,445,000.00	\$610,748.00
17	4/1/2025	\$79,918.00	\$79,918.00	\$0.00	\$6,445,000.00	\$6,445,000.00	
18	10/1/2025	\$529,918.00	\$79,918.00	\$450,000.00	\$5,995,000.00	\$5,995,000.00	\$609,836.00
19	4/1/2026	\$74,338.00	\$74,338.00	\$0.00	\$5,995,000.00	\$5,995,000.00	
20	10/1/2026	\$544,338.00	\$74,338.00	\$470,000.00	\$5,525,000.00	\$5,525,000.00	\$618,676.00
21	4/1/2027	\$68,510.00	\$68,510.00	\$0.00	\$5,525,000.00	\$5,525,000.00	
22	10/1/2027	\$548,510.00	\$68,510.00	\$480,000.00	\$5,045,000.00	\$5,045,000.00	\$617,020.00
23	4/1/2028	\$62,558.00	\$62,558.00	\$0.00	\$5,045,000.00	\$5,045,000.00	
24	10/1/2028	\$557,558.00	\$62,558.00	\$495,000.00	\$4,550,000.00	\$4,550,000.00	\$620,116.00
25	4/1/2029	\$56,420.00	\$56,420.00	\$0.00	\$4,550,000.00	\$4,550,000.00	
26	10/1/2029	\$566,420.00	\$56,420.00	\$510,000.00	\$4,040,000.00	\$4,040,000.00	\$622,840.00
27	4/1/2030	\$50,096.00	\$50,096.00	\$0.00	\$4,040,000.00	\$4,040,000.00	
28	10/1/2030	\$580,096.00	\$50,096.00	\$530,000.00	\$3,510,000.00	\$3,510,000.00	\$630,192.00
29	4/1/2031	\$43,524.00	\$43,524.00	\$0.00	\$3,510,000.00	\$3,510,000.00	
30	10/1/2031	\$588,524.00	\$43,524.00	\$545,000.00	\$2,965,000.00	\$2,965,000.00	\$632,048.00
31	4/1/2032	\$36,766.00	\$36,766.00	\$0.00	\$2,965,000.00	\$2,965,000.00	
32	10/1/2032	\$591,766.00	\$36,766.00	\$555,000.00	\$2,410,000.00	\$2,410,000.00	\$628,532.00
33	4/1/2033	\$29,884.00	\$29,884.00	\$0.00	\$2,410,000.00	\$2,410,000.00	
34	10/1/2033	\$604,884.00	\$29,884.00	\$575,000.00	\$1,835,000.00	\$1,835,000.00	\$634,768.00
35	4/1/2034	\$22,754.00	\$22,754.00	\$0.00	\$1,835,000.00	\$1,835,000.00	
36	10/1/2034	\$617,754.00	\$22,754.00	\$595,000.00	\$1,240,000.00	\$1,240,000.00	\$640,508.00
37	4/1/2035	\$15,376.00	\$15,376.00	\$0.00	\$1,240,000.00	\$1,240,000.00	
38	10/1/2035	\$625,376.00	\$15,376.00	\$610,000.00	\$630,000.00	\$630,000.00	\$640,752.00
39	4/1/2036	\$7,812.00	\$7,812.00	\$0.00	\$630,000.00	\$630,000.00	
40	10/1/2036	\$637,812.00	\$7,812.00	\$630,000.00	\$0.00	\$0.00	\$645,624.00

EXHIBIT C

FORM OF ESCROW DEPOSIT AGREEMENT

FORM OF ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT, dated as of _____, 2016 (this "Agreement"), by and between the **CITY OF WINTER GARDEN, FLORIDA** (the "Issuer"), and U.S. Bank National Association (the "Escrow Agent"), a national banking association organized and existing under the laws of the United States of America, having its designated corporate trust office in Jacksonville, Florida, as escrow agent hereunder.

WHEREAS, the Issuer has heretofore issued the City of Winter Garden, Florida Sales Tax Revenue Bonds, Series 2006 (the "Series 2006 Bonds") pursuant to Ordinance No. 06-27 enacted on August 10, 2006, as supplemented, and particularly as supplemented by Ordinance No. 16-53 enacted on August 25, 2016 (collectively, the "Ordinance"); and

WHEREAS, the Issuer has determined to exercise its option under the Ordinance to currently refund all of the outstanding Series 2006 Bonds (the "Refunded Bonds"), the description of which is set forth in Schedule A hereto; and

WHEREAS, the Issuer has determined to issue \$_____ aggregate principal amount of its Sales Tax Refunding Revenue Bond, Series 2016B (the "Series 2016B Bond") pursuant to the Ordinance, a portion of the proceeds of which Series 2016B Bond will be used to provide payment for the Refunded Bonds and to discharge and satisfy the pledges, liens and other obligations of the Issuer under the Ordinance in regard to such Refunded Bonds; and

WHEREAS, the issuance of the Series 2016B Bond and the deposit of the proceeds thereof into an escrow deposit trust fund to be held by the Escrow Agent and the discharge and satisfaction of the pledges, liens and other obligations of the Issuer under the Ordinance in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF ORDINANCE. Receipt of a true and correct copy of the above-mentioned Ordinance and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Ordinance, including

but not limited to Articles III and IX thereto, are incorporated herein by reference. Reference herein to or citation herein of any provisions of the Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

SECTION 3. DISCHARGE OF PLEDGE OF HOLDERS OF REFUNDED BONDS. The Issuer by this writing exercises its option to cause all covenants, agreements and other obligations of the Issuer to the holders of the Refunded Bonds to cease, terminate and become void and be discharged and satisfied.

SECTION 4. ESTABLISHMENT OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Winter Garden, Florida Sales Tax Revenue Bonds, Series 2006 Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$_____ received from the Issuer from proceeds of the Series 2016B Bond (collectively, the "Bond Proceeds") and \$_____ received from the Issuer from certain moneys on deposit in certain funds and accounts allocated to the Refunded Bonds (the "City Moneys").

SECTION 5. DEPOSIT OF MONEYS AND SECURITIES IN ESCROW FUND. The Issuer hereby directs and the Escrow Agent represents and acknowledges that **ALL OF THE BOND PROCEEDS AND CITY MONEYS DEPOSITED UNDER SECTION 4 ABOVE SHALL BE HELD UNINVESTED IN CASH (THE "CASH DEPOSIT") IN THE ESCROW FUND.**

SECTION 6. SUFFICIENCY OF THE CASH DEPOSIT. The Issuer represents that the Cash Deposit is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of and interest due and to become due on the Refunded Bonds as described in Schedule B attached hereto. If the Cash Deposit shall be insufficient to make such payments, the Issuer shall timely deposit to the Escrow Fund, solely from legally available funds of the Issuer, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule B hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Issuer as promptly as possible, but the Escrow Agent shall in no manner be responsible for the Issuer's failure to make such deposits.

SECTION 7. CASH DEPOSIT IN TRUST FOR HOLDERS OF REFUNDED BONDS. The deposit of the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of

and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule B hereto, and the Cash Deposit shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND. The Issuer hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Ordinance referenced in this Agreement, including the timely transfer of money to the Paying Agent for the Refunded Bonds (U.S. Bank National Association) as provided in the Ordinance, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule B hereto. The Cash Deposit shall be used to pay the principal of and interest on the Refunded Bonds as the same mature or are redeemed. The Refunded Bonds maturing on and after October 1, 2017 shall be redeemed prior to their respective maturities on October 1, 2016 (the "Redemption Date") at a redemption price equal to 100% of the principal amount of each Refunded Bond, plus interest accrued to the Redemption Date. The Refunded Bonds maturing on October 1, 2016 shall be paid at maturity. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent may make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash Deposit as provided herein.

SECTION 9. NO INVESTMENT OF MONEYS IN ESCROW FUND. NO PORTION OF THE CASH DEPOSIT SHALL BE INVESTED.

SECTION 10. REDEMPTION OF CERTAIN OF REFUNDED BONDS. The Issuer hereby irrevocably instructs the Escrow Agent to direct, on behalf of the Issuer, that the Registrar and Paying Agent for the Refunded Bonds (U.S. Bank National Association) give at the appropriate times the notice or notices, if any, required by the Ordinance in connection with the redemption of the Refunded Bonds. Such notice of redemption shall be given by the Registrar for such Refunded Bonds in accordance with the Ordinance. The Refunded Bonds maturing on and after October 1, 2017 shall be redeemed on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the Redemption Date. The Escrow Agent shall file, or cause the Registrar for the Refunded Bonds to file, such redemption notice with the Electronic Municipal Market Access system within 10 business days of it being so given. The Refunded Bonds maturing on October 1, 2016 shall be paid at maturity.

SECTION 11. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash Deposit deposited in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Ordinance. Neither the Issuer nor the Escrow Agent shall

cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 12. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 12, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 12.

SECTION 13. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer agrees to and shall pay to the Escrow Agent the fees and expenses as are agreed to in writing between the parties. The Escrow Agent shall have no lien whatsoever upon any of the Cash Deposit in said Escrow Fund for the payment of such proper fees and expenses. The Issuer further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or misconduct. Indemnification provided under this Section 13 shall survive the termination of this Agreement.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any

provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the Issuer or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the Issuer of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, the purchase, retention or payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement or any nonnegligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the Issuer and to holders of the Refunded Bonds to the extent of their respective damages for negligent or willful acts, omissions or errors of the Escrow Agent which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 14. REPORTING REQUIREMENTS OF ESCROW AGENT.

As soon as practicable after October 1, 2016, the Escrow Agent shall forward in writing to the Issuer a statement in detail of the activity of the Escrow Fund since the date hereof.

SECTION 15. RESIGNATION OR REMOVAL OF ESCROW AGENT.

The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 20 days written notice to the Issuer and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Issuer as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the Issuer or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow

Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Issuer shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Issuer shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The Issuer shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 15.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Issuer pursuant to the foregoing provisions of this Section 15 within 20 days after written notice of resignation of the Escrow Agent has been given to the Issuer, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the Issuer the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further liability hereunder and the Issuer shall indemnify and hold harmless the Escrow Agent, to the extent allowed by law, from any such liability, including costs or expenses incurred by the Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$30,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall

nevertheless, on the written request of such successor Escrow Agent or the Issuer execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Issuer be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 16. TERMINATION OF AGREEMENT. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the Issuer.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 18. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 20. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

U.S. Bank National Association
225 Water Street, Suite 700
Jacksonville, FL 32202
Attention: Corporate Trust Department

City of Winter Garden, Florida
300 West Plant Street
Winter Garden, FL 34787
Attention: Finance Director

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and the seal of the Issuer to be hereunder affixed and attested as of the date first written herein.

CITY OF WINTER GARDEN, FLORIDA

(SEAL)

Mayor/Commissioner

ATTEST:

City Clerk

U.S. BANK NATIONAL ASSOCIATION,
Escrow Agent

By: _____
Assistant Vice President

DESCRIPTION OF THE REFUNDED BONDS

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS



Lincoln Plaza
Suite 1170
300 S. Orange Avenue
Orlando, FL
32801-3470

407-648-2208
407-648-1323 fax
www.pfm.com

July 20, 2016

Memorandum

To: Laura Zielonka, Finance Director – City of Winter Garden, Florida
From: Jay Glover, Managing Director – Public Financial Management, Inc.
Nick Rocca, Senior Managing Consultant – Public Financial Management, Inc.
Re: Financing Recommendation – Sales Tax Revenue Bond, Series 2016A and Sales Tax Refunding Revenue Bond, Series 2016B

As financial advisor to the City of Winter Garden, Florida (the “City”), Public Financial Management, Inc. (PFM) has assisted the City with the development of a plan of finance for the Sales Tax Revenue Bond, Series 2016A (the “2016A Bond”) and the Sales Tax Refunding Revenue Bond, Series 2016B (the “2016B Bond”). The 2016A Bond proceeds will be used to fund a portion of various capital projects, including a parking garage in an amount not to exceed \$10,200,000. The 2016B Bond will be issued to refund the City’s outstanding Sales Tax Revenue Bonds, Series 2006 (the “2006 Bonds”) for debt service savings. The 2006 Bonds are outstanding in the principal amount of \$9,810,000 and are callable on October 1, 2016 at par.

PFM prepared an analysis for the City to determine whether a publically offered bond or a direct bank loan would result in the most favorable financing outcome. Based on the City’s desire to have flexible optional prepayment provisions, it was determined that procurement of a direct bank loan would be the initial course of action taken. At the direction of the City, PFM prepared a request for direct bank loan proposals (RFP) to identify the financial institution(s) that could provide the City with the best lending terms for the 2016A Bond and 2016B Bond. The RFP was distributed to a large list of local, regional and national financial institutions. The City received four (4) proposals in response to the RFP which are summarized in Exhibit A.

Based on PFM’s review and discussions with City staff and Bond Counsel, it was determined that Pinnacle Public Finance, Inc. (PPF) provided the best combination of interest rate and terms for the City. PPF offered a fixed interest rate of 2.48% for both financings, which is locked through the end of August and should provide sufficient time to close the financings. If the City approves moving forward with PPF, the City will lock in an interest rate of 2.48% for 20 years for the 2016A Bond and retain the flexibility for optional prepayment prior to October 1, 2023 with a 1.5% premium and at par thereafter. In addition, PFM estimates that the City will achieve approximately \$1,700,000 of net present value debt service savings or 17.4% of the refunded bonds par amount by issuing the 2016B Bond to refund the 2006 Bonds. As such PFM is recommending that PPF be selected as the loan provider for the 2016A Bond and the 2016B Bond.

We anticipate the City bringing the supplemental bond ordinance to the City Commission for consideration at the August 11th and August 25th meetings. If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.

EXHIBIT A

	Capital One	Pinnacle Public Finance	Sterling National Bank	SunTrust
Proposal Requirements				
Contact Information	Jaci Bretz Vice President 275 Broadhollow Road Melville, NY 11747 O: 631-457-9582 jaci.bretz@capitalone.com	Blair Swain Senior Vice President 8377 E Hartford Drive, Suite 115 Scottsdale, Arizona 85255 O: 480-419-3634 bswain@ppf-inc.com	Michael Horkey Senior Vice President 168 Wentworth Street Charleston, South Carolina 29401 O: 410-864-8304 mhorkey@snb.com	William C. Jones First Vice President 200 S. Orange Avenue, SOAB 6 Orlando, Florida 32801 O: 407-237-5909 william.c.jones@suntrust.com
Final Maturity	10/1/2036	10/1/2036	10/1/2036	<u>Option 1:</u> 10/1/2036 <u>Option 2:</u> 10/1/2031
Tax Exempt Fixed Interest Rate	(Both Series 2016A and 2016B) <u>Option 1:</u> 3.190% <u>Option 2:</u> 3.290%	(Both Series 2016A and 2016B) 2.480%	(Both Series 2016A and 2016B) 2.399% (Indicative Rate)	(Series 2016A Only) - Indicative Rates <u>Option 1:</u> 2.570% (20 yr. amortization with 10 yr. put) <u>Option 2:</u> 2.610% (15 yr. straight amortization)
Rate expiration dates, or Date to be set	Rate valid through August 12, 2016	Rate valid through August 31, 2016	Rate valid for 14 days Should closing take more than 14 days, rate shall be set 10 days prior to closing	Rate lock available for 30 days for additional 2 bps or 45 days for an additional 3 bps
Prepayment Penalty	<u>Option 1:</u> Callable in whole on 10/1/2024 and any interest payment date thereafter at par <u>Option 2:</u> Callable in whole on 10/1/2024 and any interest payment date thereafter at par. May also partial redeem on any interest payment date once per calendar year (minimum \$2 million, maximum \$5 million).	Prior to 10/1/2023 allowed partial prepayment on payment dates (once per year), in an aggregate amount of not to exceed \$5 million, at a price of 101.5%. Beginning 10/1/2023 loans are prepayable in whole any time at par, and in part once a year on a payment date for a \$500 re-amortization fee.	<u>Years 1 - 5:</u> Allowed one-time partial prepayment without any penalty <u>Years 6 - 10:</u> 102% <u>Years 11 - 20:</u> 101%	Make Whole Provision Par call after 2 years for additional 54 bps (Option 1) or 56 bps (Option 2)
Legal/Other Fees	None	\$5,000 for one loan \$8,000 for both loans	\$5,000	\$6,000
Other Conditions	(i) Term sheet expires if not accepted by July 19, 2016 and closed by August 12, 2016 (ii) Terms are subject to final credit approval (iii) Audited Financials provided within 270 days of Fiscal Year End	(i) Taxable rate of 3.82% and default rate of 6% (7% if deemed taxable) (ii) The City will be subject to an additional bonds test requiring at least 1.30X coverage for parity debt (iii) City will not have the ability to issue debt secured with a lien that is senior to the loans so long as they are outstanding (iv) Subject to final credit approval by Pinnacle's parent, BankUnited (v) 2016A proceeds to be deposited with a third party escrow provider or the City must provide a quarterly accounting of the use of proceeds during construction phase (vi) CAFR to be provided within 210 days of Fiscal Year End	(i) Term sheet subject to final credit approval (ii) Term sheet expires on August 31, 2016 (iii) Purchaser may require a 1.30x additional bonds test	(i) Borrower agrees to execute an agreement authorizing Lender to debit a deposit account maintained by Borrower for all amounts due under the Loan (ii) Default rate shall be the lessor of Prime + 8% or the maximum allowed by law (iii) Yield maintenance in the event of decrease in marginal maximum corporate tax rate subject to a max rate (Option 1 = 3.67%, Option 2 = 3.57%) (iv) ABT of 1.30x (v) DSRF funded at MADS (vi) Audited Financials provided within 270 days of Fiscal Year End, Budget within 30 days of adoption

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: July 21, 2016 **Meeting Date:** July 28, 2016

Subject: Medical Marijuana
Ordinance 16-45

Issue: A temporary moratorium on the growing, cultivation, processing, manufacture, dispensing, distribution, and sale of medical cannabis, low-THC cannabis, derivative products, and related activities; directing City staff to develop proposed Land Development Regulations and other recommendations regarding such cannabis-related activities; providing for penalties, severability, conflict with other ordinances, noncodification, correction of scrivener's errors, and an effective date.

Discussion:

Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Winter Garden City Commission, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is pre-empted or otherwise inconsistent with Florida law. To the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility

Recommended Action:

Staff recommends approval of Ordinance 16-45.

Attachment(s)/References:

Ordinance 16-45

ORDINANCE 16-45

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO MEDICAL CANNABIS ACTIVITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING CITY STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES, SEVERABILITY, CONFLICT WITH OTHER ORDINANCES, NONCODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Winter Garden, Florida (the "City"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, and derivative products for use by certain "qualified patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2015 the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products for use by certain "eligible patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, to date, the Florida Department of Health has approved six (6) dispensing organizations throughout the State of Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products; and

WHEREAS, on November 8, 2016, Florida voters will vote on the Florida Right to

Medical Marijuana Initiative, passage of which would amend the Florida Constitution to authorize “Medical Marijuana Treatment Centers,” defined therein as “an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department”; and

WHEREAS, the passage of the Florida Right to Medical Marijuana Initiative would expand the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions,” as defined therein, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act; and

WHEREAS, the recent legalization of Low-THC Cannabis and Medical Cannabis by the Compassionate Use Act and the Right to Try Act, respectively, and potential future changes in the law including but not limited to passage of the Florida Right to Try Medical Marijuana Initiative, raise substantial questions regarding the impact of Medical Cannabis Activities, as defined herein, upon the public health, safety, and welfare within the City of Winter Garden; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to investigate the impacts of such Medical Cannabis Activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the Winter Garden City Commission finds that this ordinance advances important government purposes, including but not limited to reducing the likelihood of potentially negative effects of unregulated Medical Cannabis Activities, as defined herein, upon residents and businesses located within the City, and the Winter Garden City Commission finds that this ordinance is in the best interest of the public health, safety, and welfare.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. DEFINITIONS. For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

- a. *Derivative Product* means any form of cannabis suitable for routes of administration.
- b. *Low-THC Cannabis* has the meaning established in Section 381.986(1)(e), Florida

Statutes, and means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

- c. *Medical Cannabis* has the meaning established in Section 381.986(1)(f), Florida Statutes, and means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- d. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacture, dispensing, distribution, storage, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, and other related activities. The term *Medical Cannabis Activities* shall include any single activity or combination of activities described in this definition.

SECTION 3. TEMPORARY MORATORIUM. Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Winter Garden City Commission, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is pre-empted or otherwise inconsistent with Florida law. To the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility.

SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM. The temporary moratorium imposed by Section 3 of this ordinance expires 270 days from the effective date of this ordinance, or at an earlier date if provided by ordinance of the Winter Garden City Commission.

SECTION 5. RECOMMENDATIONS FOR LAND DEVELOPMENT REGULATIONS. City Staff, at the City Manager's Direction, is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend, as deemed advisable by the City Manager, land development regulations for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the Winter Garden City Commission within a reasonable time before the expiration of this moratorium.

SECTION 6. PENALTIES. Violations of this ordinance are punishable as provided by Section 118-12, Code of the City of Winter Garden, Florida, or other applicable Code provisions.

SECTION 7. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 8. CONTROL. In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

SECTION 9. NONCODIFICATION. This Ordinance shall not be codified.

SECTION 10. SCRIVENER'S ERROR. Scrivener's errors found in this ordinance may be corrected by the City Manager or by the City Attorney by filing a corrected copy of this ordinance with the City Clerk.

SECTION 11. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

FIRST READING this _____ day of _____, 2016.

SECOND READING AND ADOPTION this _____ day of _____, 2016.

CITY OF WINTER GARDEN, FLORIDA

John Rees, Mayor

ATTEST:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: August 4, 2016

Meeting Date: August 11, 2016

Subject: Window Security Bars
Ordinance 16-46

Issue: An Ordinance of the City of Winter Garden, Florida, amending Article II, Division 3 of Chapter 18 of the Winter Garden City Code; providing for prohibition of security bars grilles and grates on doors, windows, breezeways and openings facing or visible from streets or public rights of way; providing for penalties and enforcement; providing for codification; providing for severability; and providing for an effective date.

Discussion:

Beginning on the effective date of this ordinance, security bars grilles and grates on doors, windows, breezeways and openings facing or visible from streets or public rights of way will not be allowed.

Recommended Action:

Table Ordinance 16-46 while staff works on changes recommended by the Planning and Zoning Board.

Attachment(s)/References:

Ordinance 16-46

Ordinance 16-46

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE II, DIVISION 3 OF CHAPTER 18 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR PROHIBITION OF SECURITY BARS GRILLES AND GRATES ON DOORS, WINDOWS, BREEZEWAYS AND OPENINGS FACING OR VISIBLE FROM STREETS OR PUBLIC RIGHTS OF WAY; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) desires to amend Article II, Division 3 of Chapter 18 of its Code of Ordinances to prohibit security bars, security grilles and security grates on doors, windows, breezeways and openings facing or visible from streets and public rights-of-way; and

WHEREAS, security bars, security grilles and security grates on doors, windows, breezeways and openings create an unfavorable and negative environment and indicate criminal activity and unsafe conditions where such does not exist; and

WHEREAS, the City is a safe and aesthetically pleasing community and the City Commission wishes to ensure that the public and its citizens have a safe place to work and live and prevent the negative effects and reduction in property values associated with such security bars, grilles and grates.

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

SECTION I: SECTION 18-99. Section 18-99 is hereby created as follows (underlined text indicates additions):

Security Bars / Security Grates:

(a) Definitions: The term *security bars, security grilles and security grates* mean bars, rods, and grates placed on or within the exterior or interior, or over all or a portion of, a building’s or structure’s doors, windows, breezeways or openings.

(b) No security bars, security grilles or security grates may be installed, constructed, placed or used to cover any door, window, breezeway or opening which faces any street or public right-of-way or which would be visible from any street or public right-of-way.

(c) Removal of non-conforming security bars, security grilles and security grates. Any non-conforming security bars, security grilles or security grates which exists as of

the effective date of this Ordinance may be maintained and continued as a legal non-conforming fixture so long as such security bars, security grilles or security grates was in compliance with this Code and the Florida Building Code at the time of installation. If any security bars, security grilles or security grates was not in compliance with this Code and the Florida Building Code as of the effective date of this Ordinance, then such shall be removed by the owner within twelve (12) months of the effective date of this Ordinance. No non-conforming security bars, security grilles or security grates may be enlarged, repaired or replaced by another non-conforming fixture.

(d) Any violation of this section shall be prosecuted in accordance with section 18-4.

SECTION II: CONFLICTS. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION III: SEVERABILITY. If any portion of this Ordinance is determined to void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION IV: CODIFICATION. That Section I of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; the word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word.

SECTION V: This Ordinance shall become effective upon approval by the City Commission at its second reading.

FIRST READING: _____, 2016

SECOND READING AND PUBLIC HEARING: _____, 2016.

APPROVED:

John Rees, Mayor/Commissioner

ATTESTED:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016

Meeting Date: August 11, 2016

Subject: Site Plan
Britt Plaza Office/Warehouse Industrial Building
530 Susan B Britt Court (2.28±Acres)
Parcel ID #13-22-27-0895-00-180

Issue: Applicant is requesting Site Plan Approval to construct an additional building next to an existing building.

Discussion:

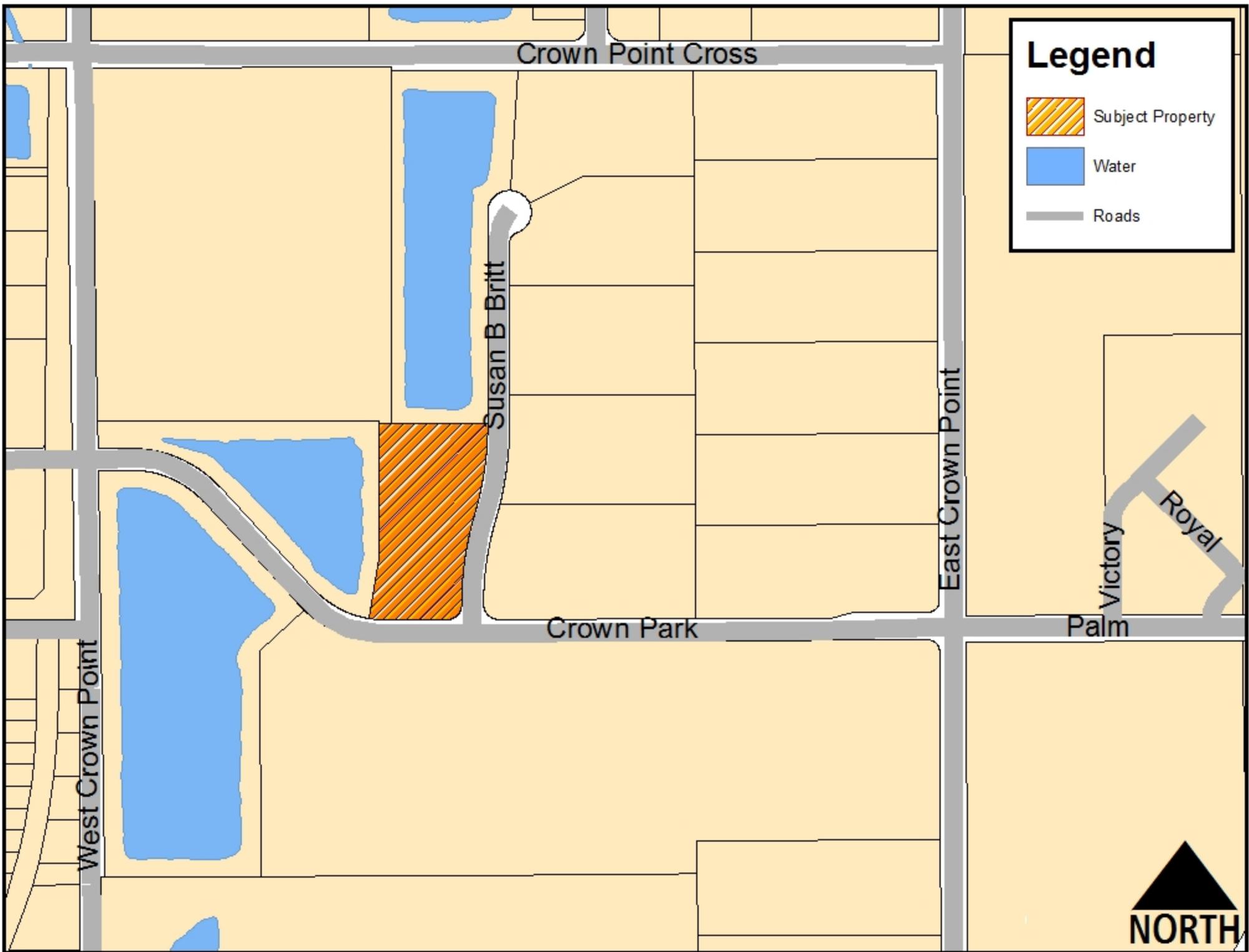
The applicant is proposing to develop 0.75± acre of the 2.28± site. The new office/warehouse structure will line up with the existing building on site and will be 6,000 square feet with a rear covered canopy of 1,400 square feet. The project will also include 9,354 square feet of additional pavement with associated parking and landscaping and 8,786 square feet of gravel in the rear of the building.

Recommended action:

Staff recommends approval of the Site Plan subject to the conditions of the DRC staff report.

Attachments/References:

Location Map
Construction Plans
Elevations
DRC Staff Report



Legend

-  Subject Property
-  Water
-  Roads



SITE CONSTRUCTION PLANS FOR **BRITT PLAZA II** 530 SUSAN B BRITT COURT WINTER GARDEN, FLORIDA

SITE DATA:

ZONING: 12-GENERAL INDUSTRIAL
 EXISTING USE: OFFICE / WAREHOUSE
 PROPOSED USE: OFFICE / WAREHOUSE
 FUTURE LAND USE: INDUSTRIAL
 PROPERTY AREA: 2.28 ACRES +/-
 PROJECT AREA: 0.75 ACRES +/-
 PARCEL ID # 1: 13-22-27-0895-00-180

PROPERTY OWNER:

BRITT PLAZA II
 530 SUSAN B BRITT COURT
 WINTER GARDEN, FLORIDA 34787
 (407) 656-9884
 CONTACT: FRANK RAMOS

ENGINEER:

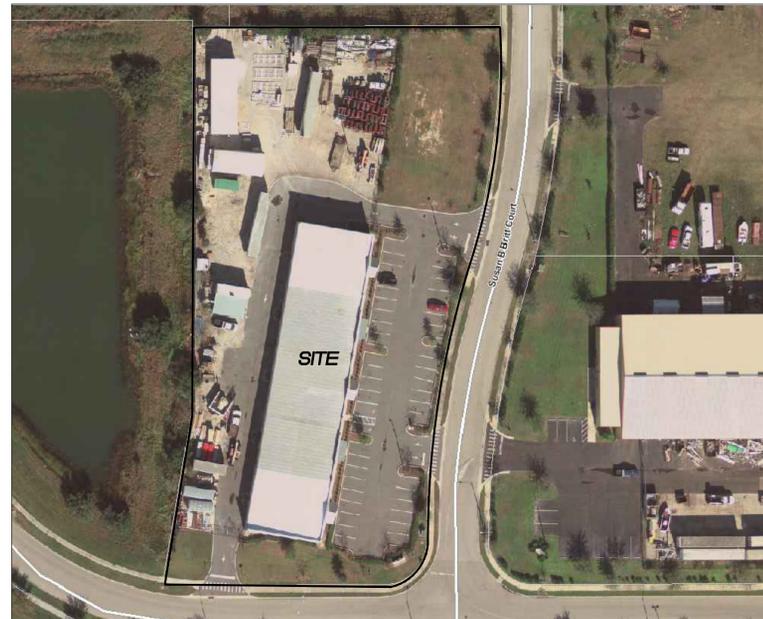
HB ASSOCIATES, LLC
 377 MAITLAND AVENUE, SUITE 2007
 ALTAMONTE SPRINGS, FLORIDA 32701
 (407) 740-5444
 CONTACT: HARRY BRUMLEY, III, PE

UTILITY CONTACTS:

WATER / RECLAIM: CITY OF WINTER GARDEN
 SEWER: CITY OF WINTER GARDEN



Know what's below.
Call before you dig.



AERIAL MAP
(NOT TO SCALE)



LOCATION MAP
(NOT TO SCALE)

SECTION 10 - TOWNSHIP 24 - RANGE 29

LEGAL DESCRIPTION:

REFER TO SHEET C2

SHEET INDEX

C1	COVER SHEET
C2	SURVEY
C3	DEMOLITION / EROSION CONTROL PLAN
C4	SITE / UTILITY PLAN
C5	GRADING/DRAINAGE PLAN
C6	LANDSCAPE PLAN
C7	LIGHTING PLAN
C8	SITE DETAILS

GENERAL PROJECT DESCRIPTION:

THE OWNER PROPOSES TO CONSTRUCT A NEW 6,000 SF OFFICE / WAREHOUSE BUILDING WITH RELATED SITE IMPROVEMENTS ON AN EXISTING DEVELOPED PARCEL.

EXISTING CONDITIONS:

THE SITE IS ZONED 12-GENERAL INDUSTRIAL AND IS LOCATED WITHIN THE BRITT BUSINESS CENTER NORTH PHASE 2 SUBDIVISION. IT CONTAINS A 15,000 SF OFFICE / WAREHOUSE BUILDING WITH RELATED SITE IMPROVEMENTS. EXCESS PARKING AND OPEN SPACE EXIST ON THE SITE. WATER AND SEWER SERVICES ARE AVAILABLE. STORMWATER IS COLLECTED VIA SURFACE DRAINAGE TO AN UNDERGROUND COLLECTION SYSTEM AND DISCHARGES TO AN OFF-SITE RETENTION SYSTEM THAT HAS BEEN MASTERPLANNED FOR THE SUBDIVISION.

ACCESS: TWO EXISTING DRIVES ARE PROVIDED OFF OF SUSAN B BRITT CT.
 PARKING: 39 STANDARD SPACES AND 4 HANDICAP SPACES ARE PROVIDED.

SITE IMPERVIOUS SURFACE RATIO: 0.64
 FLOOR TO AREA RATIO: 0.15
 LATITUDE: 28° 34' 36" N
 LONGITUDE: 81° 33' 51" W

PROPOSED IMPROVEMENTS:

A NEW 6,000 SF BUILDING WILL BE PLACED IN LINE WITH THE EXISTING BUILDING FRONTAGE. A PORTION OF THE EXISTING GRAVEL AREA WILL BE UTILIZED FOR THE BUILDING. ADDITIONAL PARKING WILL BE PROVIDED IN FRONT OF THE NEW BUILDING, INCLUDING HANDICAP ACCESS.

DRAINAGE WILL BE PROVIDED VIA SHEET FLOW ACROSS THE NEW PARKING AREA TO THE EXISTING UNDERGROUND COLLECTION SYSTEM. THE EXISTING DISCHARGE WILL BE MAINTAINED.

ACCESS: EXISTING DRIVEWAYS WILL BE MAINTAINED. NO NEW DRIVEWAYS ARE PROPOSED.

PARKING: 8 NEW STANDARD SPACES AND 1 NEW HANDICAP SPACE IS PROPOSED.

UTILITIES: WATER AND SEWER WILL BE PROVIDED THROUGH EXISTING UTILITY CONNECTIONS.

SITE IMPERVIOUS SURFACE RATIO: 0.75
 FLOOR AREA RATIO:

PHASING:

THE PROPOSED PLAN IS A ONE (1) PHASE PROJECT.



Revisions
06/24/16 - REVISIONS PER CNGDN COMMENTS

HB ASSOCIATES, LLC
 STRUCTURAL/CIVIL ENGINEERING
 FLORIDA CA # 0007045

377 MAITLAND AVENUE, SUITE # 2007 (407) 740-5444
 ALTAMONTE SPRINGS, FL 32701-5443

BRITT PLAZA II
 530 SUSAN B BRITT CT.
 WINTER GARDEN, FLORIDA

COVER SHEET

Drawn: IC
Checked: HB
Date: 2/12/16
Scale: 1" = 30'
Job No.: HB 15-37

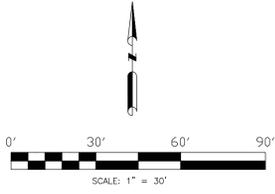
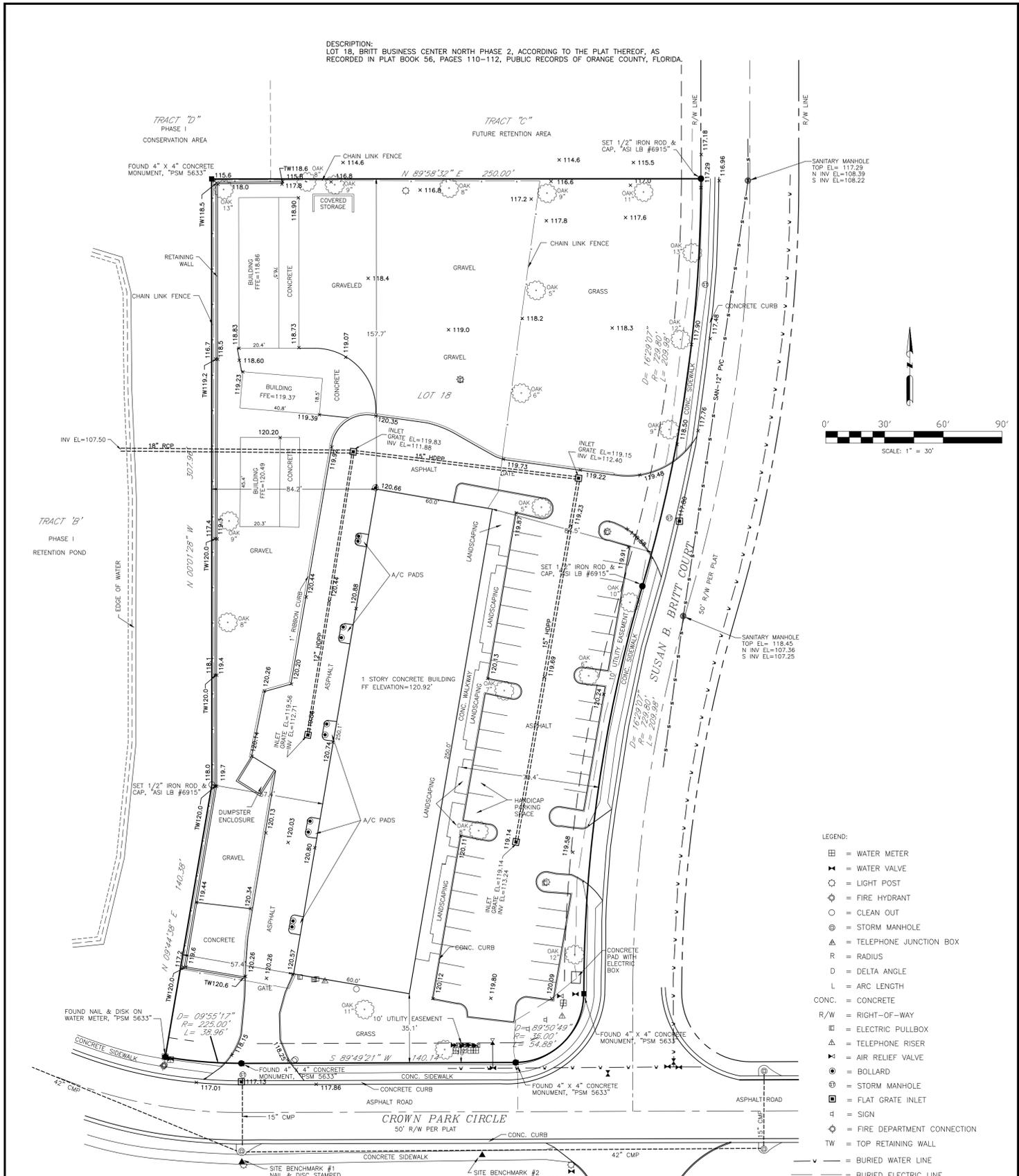
Sheet: 1 of 8

C1



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DESCRIPTION:
 LOT 18, BRITT BUSINESS CENTER NORTH PHASE 2, ACCORDING TO THE PLAT THEREOF, AS
 RECORDED IN PLAT BOOK 56, PAGES 110-112, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



- LEGEND:
- ⊕ = WATER METER
 - ⊕ = WATER VALVE
 - ⊕ = LIGHT POST
 - ⊕ = FIRE HYDRANT
 - = CLEAN OUT
 - ⊕ = STORM MANHOLE
 - ⊕ = TELEPHONE JUNCTION BOX
 - R = RADIUS
 - D = DELTA ANGLE
 - L = ARC LENGTH
 - CONC. = CONCRETE
 - R/W = RIGHT-OF-WAY
 - ⊕ = ELECTRIC PULLBOX
 - ⊕ = TELEPHONE RISER
 - ⊕ = AIR RELIEF VALVE
 - ⊕ = BOLLARD
 - ⊕ = STORM MANHOLE
 - ⊕ = FLAT GRATE INLET
 - ⊕ = SIGN
 - ⊕ = FIRE DEPARTMENT CONNECTION
 - TW = TOP RETAINING WALL
 - = BURIED WATER LINE
 - = BURIED ELECTRIC LINE

SURVEYOR'S REPORT:

1. THE SURVEYOR DID NOT PERFORM AN ABSTRACT OF TITLE. THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
2. LEGAL PROVIDED BY CLIENT.
3. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS NOTED.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 18 AS BEING N070°12'24\"/>

Date	Revisions	DATE: 6-1-15	ATLANTIC SURVEYING 308 S. DILLARD STREET WINTER GARDEN, FLORIDA 34787 (407) 656-4993/FAX (407) 877-9983
9/29/06	FINAL SURVEY	SCALE: 1" = 30'	
5-28-15	UPDATE SURVEY WITH ELEVATIONS	CAL. BY: SEB	
3-18-16	ADDED UTILITIES	DRAWN BY: SMO	
4-18-16	ADDED TREE LOCATION	JOB NO. 103344K	
PLAT OF BOUNDARY SURVEY			STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA

**STORMWATER POLLUTION PREVENTION PLAN
INSPECTION REPORT FORM**

INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER.

PROJECT NAME: _____ FDEP NPDES STORMWATER IDENTIFICATION NUMBER: FLR10 _____

LOCATION	RAIN DATA	TYPE OF CONTROL	DATE INSTALLED/ MODIFIED	CURRENT CONDITION	CORRECTIVE ACTION / OTHER REMARKS

CONDITION CODE:
G = GOOD M = MARGINAL, NEEDS MAINTENANCE OR REPLACEMENT SOON P = POOR, NEEDS IMMEDIATE MAINTENANCE OR REPLACEMENT
C = NEEDS TO BE CLEANED O = OTHER

INSPECTOR INFORMATION:

NAME _____ QUALIFICATION _____ DATE _____

THE SIGNATURE BELOW ALSO SHALL CERTIFY THAT THIS FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES IF THERE ARE NOT ANY INCIDENTS OF NON-COMPLIANCE IDENTIFIED ABOVE.

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME (RESPONSIBLE AUTHORITY) _____ DATE _____

- CONTROL TYPE CODES:**
- | | | | |
|-------------------------|---|--------------------------------------|-----------------------------------|
| 1. SILT FENCE | 10. STORM DRAIN INLET PROTECTION | 19. REINFORCED SOIL RETAINING SYSTEM | 28. TREE PROTECTION |
| 2. EARTH DIKES | 11. VEGETATIVE BUFFER STRIP | 20. GABION | 29. DETENTION POND |
| 3. STRUCTURAL DIVERSION | 12. VEGETATIVE PRESERVATION AREA | 21. SEDIMENT BASIN | 30. RETENTION POND |
| 4. SWALE | 13. RETENTION POND | 22. TEMPORARY SEED / SOD | 31. WASTE DISPOSAL / HOUSEKEEPING |
| 5. SEDIMENT TRAP | 14. CONSTRUCTION ENTRANCE STABILIZATION | 23. PERMANENT SEED / SOD | 32. DAM |
| 6. CHECK DAM | 15. PERIMETER DITCH | 24. MULCH | 33. SAND BAG |
| 7. SUBSURFACE DRAIN | 16. CURB AND GUTTER | 25. HAY BALES | 34. OTHER |
| 8. PIPE SLOPE DRAIN | 17. PAVED ROAD SURFACE | 26. GEOTEXTILE | |
| 9. LEVEL SPREADERS | 18. ROCK OUTLET PROTECTION | 27. RIP-RAP | |

SWPPP NOTES:

- TEMPORARY SEEDING SHALL BE RYE GRASS AT MANUFACTURER'S RECOMMENDATIONS TO ANY DISTURBED AREA THAT ARE INACTIVE MORE THAN 7 DAYS.
- MULCHING PRACTICES AND SOD SHALL BE APPLIED TO THE PARKING LOT ISLAND.
- SOD SHALL BE USED TO STABILIZE THE SIDES OF THE RETENTION POND.
- FILTER FABRIC SHALL BE PLACED UNDER THE ROCK ENTRANCE /EXIT, THE SWALE OUTFALL AND THE STORMWATER RETENTION POND OUTFALL.
- ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE PLACED IN A DUMPSTER AND HAULLED OFF SITE TO A LANDFILL OR OTHER PROPER DISPOSAL SITE. THE DUMPSTER SHALL BE LOCATED AS SHOWN ON THE SITE MAP. NO MATERIALS WILL BE BURIED ON SITE.
- OFFSITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA THE ASPHALT PROPERTY ENTRANCE. DAILY STREET SWEEPING AND THE USE OF WATER TO KEEP THE DUST DOWN.
- FERTILIZER AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURER'S SUGGESTED APPLICATION RATES. THE FERTILIZERS AND PESTICIDES WILL BE STORED IN A COVERED SHED, AS INDICATED ON SITE MAP.
- SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- INLET(S)/OUTFALLS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REQUIRED REPAIRS TO THE SILT FENCE OR FILTER FABRIC SHALL BE PERFORMED IMMEDIATELY.
- BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RESEED PER MANUFACTURER'S INSTRUCTIONS.
- MULCH AND SOD WASH HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.
- MAINTAIN ALL OTHER AREAS OF THE SITE WITH PROPER CONTROL AS NECESSARY.

STORM WATER POLLUTION PLAN

"I CERTIFY UNDER PENALTY OF LAW THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT ALL QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME (OPERATOR AND/OR RESPONSIBLE AUTHORITY) _____ DATE _____

THE SWPPP SHALL BE COMPLETED PRIOR TO THE SUBMITTAL OF THE NOTICE OF INTENT (NOI) TO BE COVERED UNDER THE DEPARTMENT'S GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES.

THE SWPPP SHALL BE AMENDED WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS TO SURFACE WATERS OF THE STATE OR A MUNICIPAL SEWER SYSTEM (MS4). THE SWPPP ALSO SHALL BE AMENDED IF IT PROVES TO BE INEFFECTIVE IN SIGNIFICANTLY REDUCING POLLUTANTS FROM SOURCES IDENTIFIED IN PART V.D.1. OF THE PERMIT. THE SWPPP ALSO SHALL BE AMENDED TO INDICATE ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT ANY MEASURE OF THE SWPPP. ALL AMENDMENTS SHALL BE SIGNED, DATED, AND KEPT AS ATTACHMENTS TO THE ORIGINAL SWPPP.

NATURE OF CONSTRUCTION ACTIVITY:

EXISTING BUILDING	15,000 SF
PROPOSED BUILDING	6,000 SF
EXISTING GRAVEL	19,277 SF
PROPOSED GRAVEL	10,491 SF
EXISTING ASPHALT	29,354 SF
PROPOSED PAVEMENT	38,784 SF

TOTAL EXISTING IMPERVIOUS:	63,631 SF
TOTAL ADD'L NET IMPERVIOUS:	6,568 SF
TOTAL SITE IMPERVIOUS:	70,275 SF
TOTAL SITE AREA:	+/- 5.90 ACRES
TOTAL SITE AREA DISTURBED:	+/- 1 ACRES

SOIL DESCRIPTION: EXISTING SOIL IS TAVARES, SMRYNA AND BSINGER CSC

LATITUDE: 28° 34' 36" N

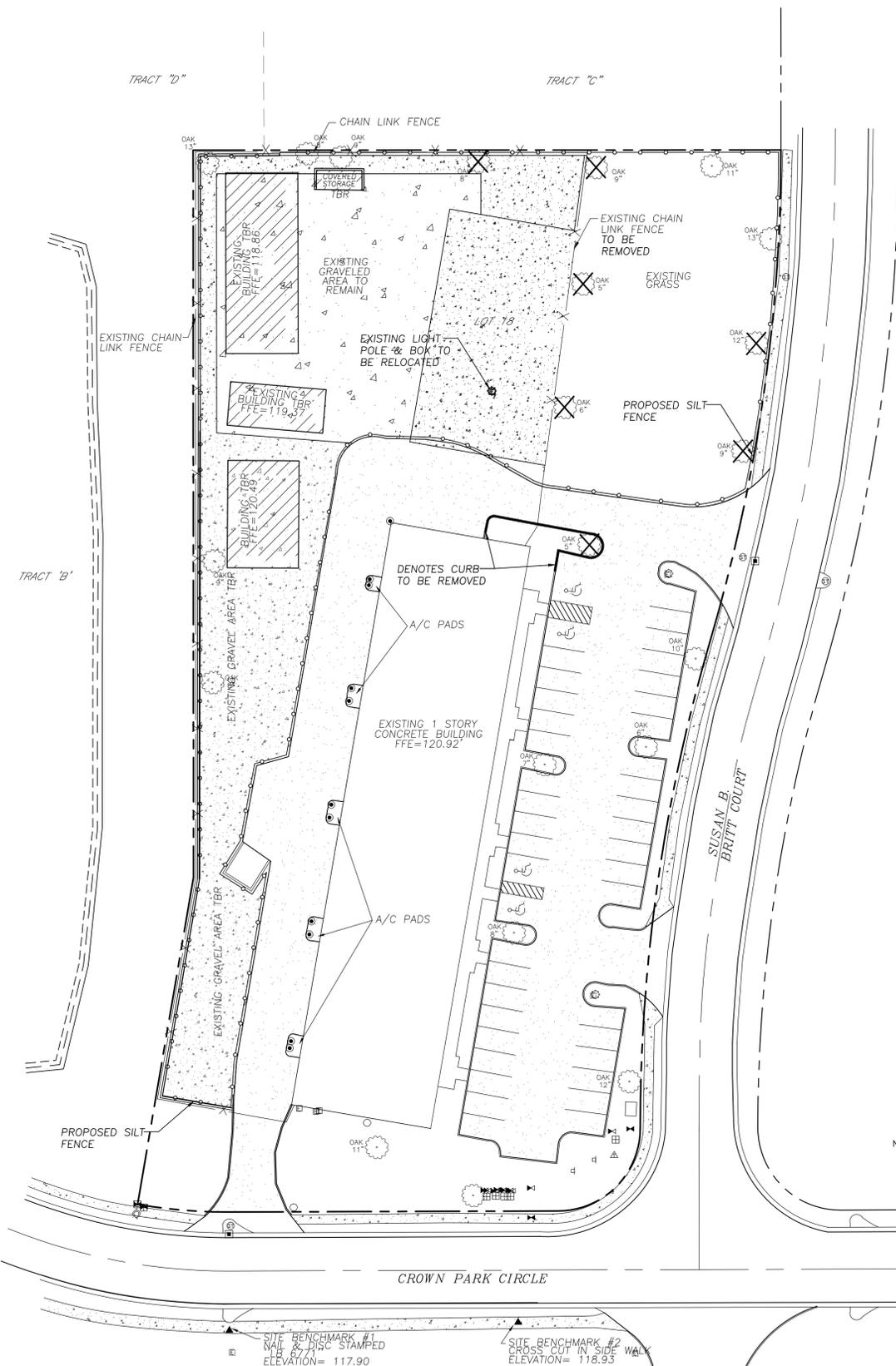
LONGITUDE: 81° 33' 51" W

DRAINAGE AREA: 5.90 +/- ACRES

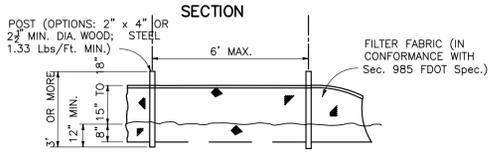
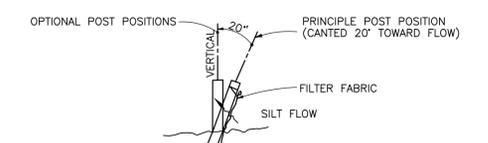
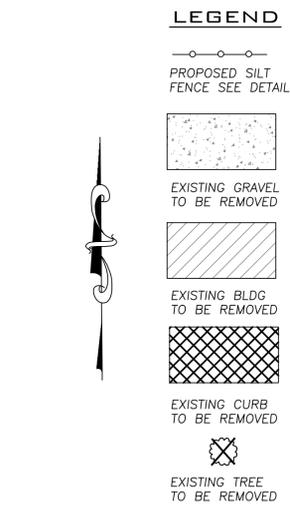
DEMOLITION NOTES

- DEMOLISH STRUCTURES AND IMPROVEMENTS AS INDICATED ON THE DRAWING.
- DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OCCUPIED FACILITIES.
- PROVIDE PROTECTION OF PERSONS AND ADJACENT FACILITIES TO REMAIN AROUND THE AREA OF DEMOLITION.
- MAINTAIN EXISTING UTILITIES AND PROTECT AGAINST DAMAGE, EXCEPT AS REQUIRED TO BE REMOVED.
- COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION AND POLLUTION ABATEMENT.
- REMOVE ACCUMULATED DEBRIS, RUBBISH, AND OTHER MATERIAL RESULTING FROM DEMOLITION AND CONSTRUCTION ON A WEEKLY BASIS.
- TRANSPORT THE DEMOLITION MATERIAL AND LEGALLY DISPOSE OF OFF-SITE.

HB
HARRY BRUMLEY, III
FLORIDA PE # 0041837



Legal Description:
Lot 18, Britt Business Center North Phase 2, according to the plat thereof, as recorded in Plat Book 58, Pages 110-112, Public Records of Orange County, Florida.



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF)
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

1 SILT SCREENING DETAILS
SCALE: N.T.S.

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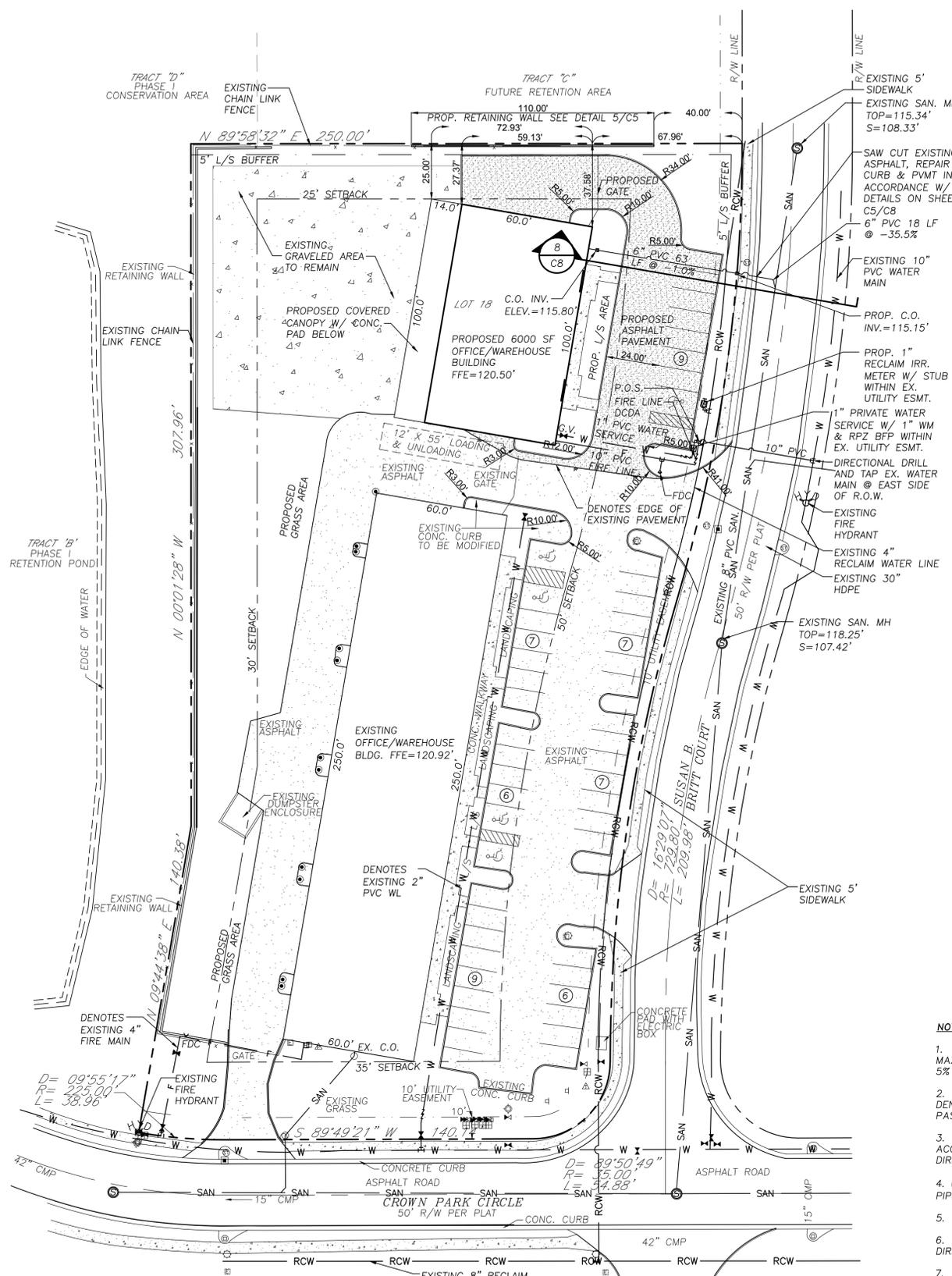
Revisions
06/29/16 - REVISIONS PER CNGDN COMMENTS

HB ASSOCIATES, LLC
STRUCTURAL/CIVIL ENGINEERING
FLORIDA CA # 0007045
3777 Maitland Avenue, Suite # 2007 Altamonte Springs, FL 32701-5444
(407) 740-5444

BRITT PLAZA II
530 SUSAN B BRITT CT.
WINTER GARDEN, FLORIDA
DEMOLITION PLAN
EROSION CONTROL PLAN

Drawn: IC
Checked: HB
Date: 2/12/16
Scale: 1" = 30'
Job No.: HB 15-37

Sheet: 3 of 8
C3



Legal Description:
 Lot 18, Britt Business Center North Phase 2, according to the plat thereof, as recorded in Plat Book 58,
 Pages 110-112, Public Records of Orange County, Florida.

SITE DATA:

SITE AREA: 99,224 SF (2.28 +/- ACRES)
 PARCEL ID NUMBER: 13-22-27-0895-00-180

ZONING: IND2
 CURRENT USE: WAREHOUSE/OFFICE
 PROPOSED USE: WAREHOUSE/OFFICE

ADJACENT ZONING:
 NORTH: IND1
 WEST: IND2
 SOUTH: IND2
 EAST: IND2

BUILDING SETBACKS:
 FRONT: 50.0'
 REAR(WEST): 30.0'
 SIDE(NORTH): 25.0'
 SIDE(CORNER): 35.0'

LANDSCAPE BUFFER:
 FRONT(STREET): 5.0'
 SIDE(STREET): 5.0'

BUILDING AREAS:
 EXISTING OFFICE: 6,600 SF
 EXISTING WAREHOUSE: 8,400 SF
 PROPOSED OFFICE: 1,550 SF
 PROPOSED WAREHOUSE: 4,450 SF
 TOTAL BUILDING AREA: 21,000 SF

FAR:
 EXISTING: 0.15
 PROPOSED: 0.06
 TOTAL SITE FAR: 0.21

PERMITTED EXISTING IMPERVIOUS AREA:
 BUILDINGS: 15,000 SF
 PAVEMENT: 29,354 SF
 GRAVEL: 19,277 SF
 TOTAL EXIST. IMPERVIOUS: 63,631 SF - 64.1%

PROPOSED ADD'L IMPERVIOUS AREA:
 BUILDINGS: 6,000 SF
 PAVEMENT: 9,354 SF
 GRAVEL: -8,786 SF
 TOTAL PROP. IMPERVIOUS: 6,568 SF

PROPOSED TOTAL IMPERVIOUS AREA:
 BUILDINGS: 21,000 SF
 PAVEMENT: 38,784 SF
 GRAVEL: 10,491 SF
 TOTAL SITE IMPERVIOUS: 70,275 SF - 70.8%

OPEN SPACE:
 REQUIRED: 19,845 SF - 20%
 OPEN SPACE PROVIDED: 30,584 SF - 30.8%

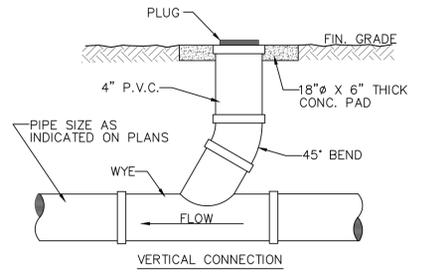
PARKING:

PARKING REQUIRED:
 OFFICE: 3 SPACE / 1,000 SF OFFICE
 8,150 SF OFFICE / 1,000 SF OFFICE/3 SPACES = 24 SPACES
 WAREHOUSE: 1 SPACE / 1,000 SF WAREHOUSE
 12,850 SF WAREHOUSE / 1,000 SF OFFICE/1 SPACE = 13 SPACES
 37 SPACES REQUIRED

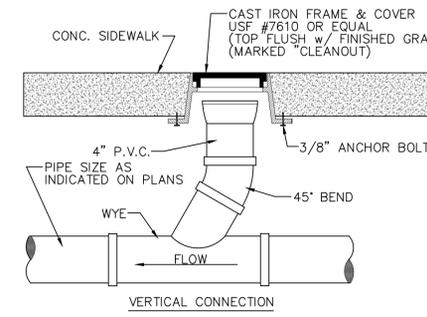
PARKING PROVIDED:
 STANDARD EXISTING: 38 SPACES
 STANDARD PROPOSED: 8 SPACES
 HANDICAP PARKING EXISTING: 4 SPACES
 HANDICAP PARKING PROPOSED: 1 SPACES
 TOTAL PARKING PROVIDED: 51 SPACES TOTAL

UTILITY NOTES

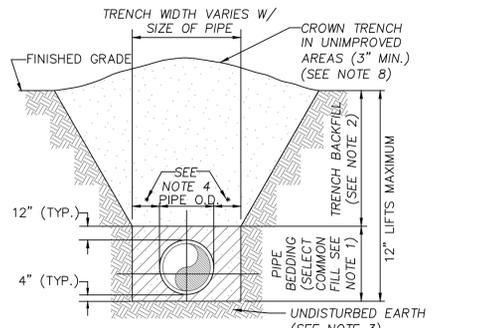
- EXISTING UTILITIES SHOWN ARE SHOWN FOR INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UTILITIES VERIFIED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WHETHER SHOWN HEREON OR NOT AND SHALL PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES OF REPAIR OR REPLACEMENT FOR UTILITIES OR OTHER PROPERTY DAMAGE BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS PRIOR TO START OF EXCAVATION OR CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND RESPECTIVE UTILITY OWNERS IN WRITING OF ANY CONFLICTS OR REQUIRED ADJUSTMENTS FROM DESIGN DOCUMENTS.
- ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF CITY OF WINTER GARDEN, THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION AND THE FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES.
- DURING CONSTRUCTION, THE U.S. O.S.H.A. PUBLICATION "Safety and Health Regulation for Construction" SHALL BE COMPLIED WITH AT ALL TIMES.
- THE CONTRACTOR SHALL SUBMIT AS-BUILT SURVEY, PREPARED BY A PROFESSIONAL LAND SURVEYOR AND LICENSED BY THE STATE OF FLORIDA, TO THE ENGINEER OF RECORD FOR SIGNOFF BY LOCAL JURISDICTIONS.
- ASBUILT DRAWINGS, (RECORD DRAWINGS), SHALL INDICATE THE LOCATION OF ALL UTILITY WORK INCLUDING TOP ELEVATIONS, INVERT ELEVATIONS, PIPE SIZES AND MATERIALS. ALL ASBUILT DRAWINGS SHALL BE IN CONFORMANCE WITH THE STANDARDS AND REQUIREMENTS OF CITY OF WINTER GARDEN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE HIMSELF WITH THE CITY REQUIREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITY IMPROVEMENTS. THE ENGINEER OF RECORD MUST SUBMIT THE RECORD DRAWINGS BASED ON THE ASBUILT SURVEY AND FIELD OBSERVATIONS PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- SEE F.A.C., RULE 62-555-314 FOR PIPE SEPARATION CRITERIA.
- ALL NEW AND UPGRADE UTILITIES PROVIDED TO OR ON THE SITE MUST BE INSTALLED UNDERGROUND.
- ON SITE WATER DISTRIBUTION SYSTEM IS PRIVATELY OWNED AND MAINTAINED UNLESS NOTED OTHERWISE.
- POLYVINYL CHLORIDE PIPE AND FITTINGS (PVC) SHALL CONFORM TO SDR 35, JOINTS SHALL BE MADE WITH INTEGRALLY FORMED BELLS. JOINTS SHALL BE MADE WITH INTEGRALLY FORMED BELLS AND SPRINGS FACTORY INSTALLED RUBBER SEALING RING GASKETS. JOINTS SHALL CONFORM TO ASTM D3212 WITH PUSH-ON TYPE ELASTOMETRIC COMPRESSION GASKETS. FIELD SOLVENT WELD JOINTS SHALL NOT BE ACCEPTABLE. THIS NOTE DOES NOT APPLY TO DOMESTIC WATER LINES.
- ALL EQUIPMENT THAT COMES INTO CONTACT WITH POTABLE WATER MUST BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE/NSF INTERNATIONAL (ANSI/NSF) STANDARD 61.
- POLYVINYL CHLORIDE PIPE MUST BE IN ACCORDANCE WITH AWWA C900, MINIMUM PRESSURE CLASS 200. MADE WITH INTEGRALLY FORMED BELLS JOINTS SHALL BE MADE WITH INTEGRALLY FORMED BELLS AND ALL PVC PIPE MUST BEAR THE NSF LOGO AS SUITABLE FOR POTABLE WATER USE.
- DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651 DISINFECTING WATER MAINS.
- ALL DRINKING WATER TREATMENT CHEMICALS SUPPLIED UNDER THIS PROJECT EXCEPT FLUORINATION CHEMICALS MUST BE IN CONFORMANCE WITH ANSI/NSF STANDARD 60.
- ALL FLUORINATION CHEMICALS SUPPLIED UNDER THIS PROJECT MUST BE IN CONFORMANCE WITH ANSI AND AWWA STANDARD B701, B702, OR B703 AS APPLICABLE.
- CALL SUNSHINE STATE ONE. CALL SYSTEM OF FLORIDA 1-800-432-4770. CALL 48 HOURS PRIOR TO EXCAVATING.
- CHLORINE RESIDUAL VALUES MUST BE INCLUDED IN BACTERIOLOGICAL TEST RESULTS.
- ALL UTILITY WORK ON THE CITY'S PROPERTY MUST BE PERFORMED BY A LICENSED UTILITY CONTRACTOR.
- ALL UTILITY WORK DOWNSTREAM OF THE FIRE LINE P.O.S. MUST BE PERFORMED BY A LICENSED FIRE SPRINKLER CONTRACTOR.



1 CLEAN OUT DETAIL (UNPAVED AREA)
 SCALE:N.T.S.



2 CLEAN OUT DETAIL (PAVED AREA)
 SCALE:N.T.S.



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

3 STANDARD BEDDING DETAIL
 SCALE:N.T.S.

Revisions

06/29/16	- REVISIONS PER CNGDN COMMENTS
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HB ASSOCIATES, LLC
 STRUCTURAL/CIVIL ENGINEERING
 FLORIDA CA # 00070045

377 MATLAND AVENUE, SUITE # 2007 (407) 740-5444
 ALTAMONTE SPRINGS, FL 32701-5443

BRITT PLAZA II
 530 SUSAN B BRITT CT.
 WINTER GARDEN, FLORIDA

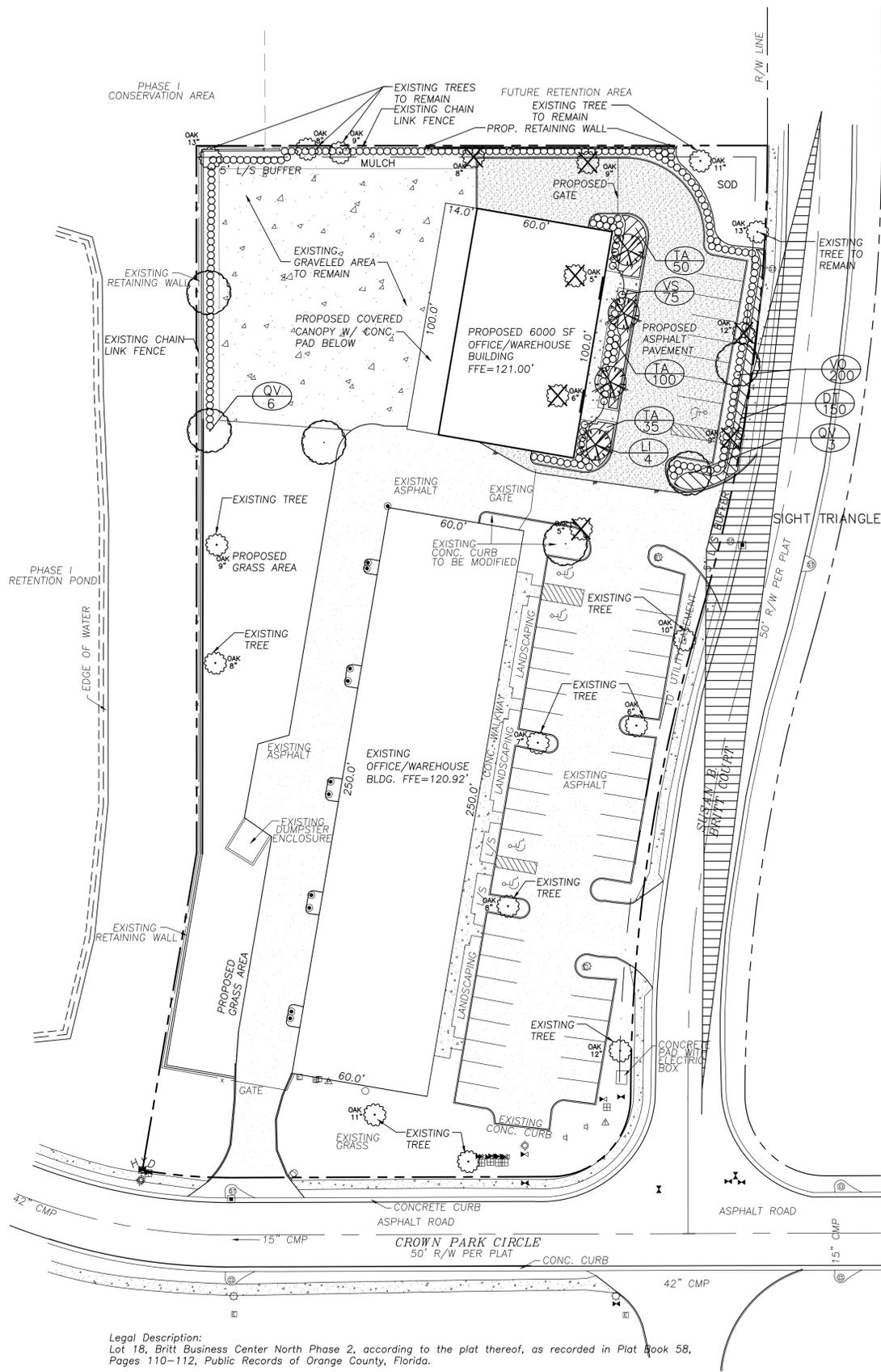
SITE PLAN
UTILITY PLAN

Drawn:	IC
Checked:	HB
Date:	2/12/16
Scale:	1" = 30'
Job No.:	HB 15-37

Sheet: 4 of 8

C4

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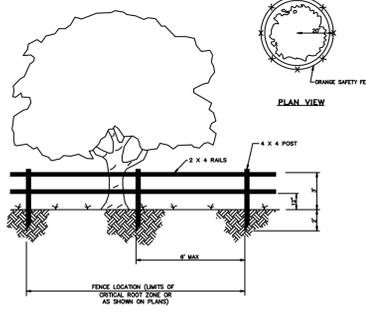
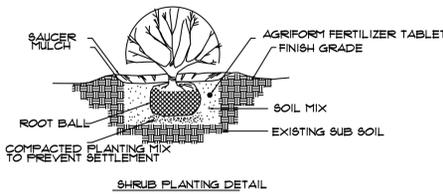
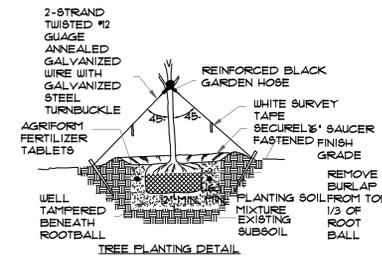


Legal Description:
 Lot 18, Britt Business Center North Phase 2, according to the plat thereof, as recorded in Plat Book 58,
 Pages 110-112, Public Records of Orange County, Florida.

PLANT LIST				
QTY.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
6	QV	QUERCUS VIRGINIANA	LIVE OAK	10', 3' CAL.
4	LI	LAGERSTROEMIA INDICA	CREPE MYRTLE	10', 2' CAL. MT
SHRUBS				
200	VO	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	30"X24", 2.5' OC
75	VS	VIBURNUM SUSPENSUM	SANDANKUA	24"X24", 30' OC
GROUND COVER				
185	TA	TRACH. ASIATICUM	ASIATICUM JASMINE MINIMA	FULL GLS, 18' OC
150	DT	DIANELLA TASMANICA	FLAX LILY	FULL GLS, 18' OC
sod to be argentine bahia				

GENERAL LANDSCAPE NOTES

- ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
- ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
- THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
- ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 PEAT).
- THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
- ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF PINE BARK MULCH.
- NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
- LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
- ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR (4) TO SIX (6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
- SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE ARGENTINE BAHIA.
- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, WITH 100% COVERAGE, BACK FLOW PREVENTOR, & RAIN SENSOR DEVICE.
- DIRECT SPRAY HEADS AWAY FROM ANY NATURAL AREAS AND PAVED SURFACES. THE TREE CALIPER OF ALL TREES SPECIFIED ON THE PLANT LIST SHALL BE MEASURED AT SIX (6) INCHES ABOVE GRADE.
- ALL PLANTS ARE FLORIDA FRIENDLY.
- PERMANENT IRRIGATION PLAN TO BE DESIGNED AND INSTALLED TO MEET SECTION 118-161 THRU 169 OF THE WINTER GARDEN LAND DEVELOPMENT CODE.



Revisions
 06/24/16 - REVISIONS PER CNGDN COMMENTS

HB ASSOCIATES, LLC
 STRUCTURAL/CIVIL ENGINEERING
 FLORIDA CA # 0007045
 377 MATLAND AVENUE, SUITE # 2007 (407) 740-5444
 ALTAMONTE SPRINGS, FL 32701-5443

BRITT PLAZA II
 530 SUSAN B BRITT CT.
 WINTER GARDEN, FLORIDA
LANDSCAPE PLAN

Drawn: IC
 Checked: HB
 Date: 2/12/16
 Scale: 1" = 30'
 Job No.: HB 15-37

Sheet: 6 of 8
C6

Rensdale Planning & Design
 Land Planning - Landscape Architecture - Project Management - Expert Witness
 703 Greens Avenue, Winter Park, Florida 32789
 (407) 647-1213 (407) 647-8559 FAX

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Label	Symbol	Quantity	Description	Units	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
Label	Symbol	Quantity	Description	Units	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
DS-0	DS-0	1	DS-0 1000 40' 3M M... S DD... M... N... D... 30'	1	38000	18377	0.750	456	912	
DS-1	DS-1	1	DS-1 200 700 40' 3M M... DD... M... N... D... 30'	1	N.A.	11923	1.000	138	138	
DS-2	DS-2	1	DS-2 200 700 40' 3M M... DD... M... N... D... 15'	1	N.A.	4675	1.000	45.7	45.7	

Label	Symbol	Quantity	Description	Units	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
DS-0	DS-0	1	DS-0 1000 40' 3M M... S DD... M... N... D... 30'	1	38000	18377	0.750	456	912	
DS-1	DS-1	1	DS-1 200 700 40' 3M M... DD... M... N... D... 30'	1	N.A.	11923	1.000	138	138	
DS-2	DS-2	1	DS-2 200 700 40' 3M M... DD... M... N... D... 15'	1	N.A.	4675	1.000	45.7	45.7	

D-Series Size 0 LED Area Luminaire

Specifications

- EPA: 0.8 ft
- Length: 30"
- Width: 12"
- Height: 2"
- Weight: 16 lbs
- Beam: 120°

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DS001	DS001	3000K	150	10000	120°	DS001	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

D-Series Size 1 LED Wall Luminaire

Specifications

- Back Box (BBW, ELCW): 12.5" x 12.5" x 1.5"
- Depth: 12.5"
- Height: 6.5"

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DSW10	DSW10	3000K	150	10000	120°	DSW10	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Performance Data

Lumen Output

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Photometric Diagrams

D-Series Size 0 LED Area Luminaire

Specifications

- EPA: 0.8 ft
- Length: 30"
- Width: 12"
- Height: 2"
- Weight: 16 lbs
- Beam: 120°

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DS001	DS001	3000K	150	10000	120°	DS001	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

D-Series Size 1 LED Wall Luminaire

Specifications

- Back Box (BBW, ELCW): 12.5" x 12.5" x 1.5"
- Depth: 12.5"
- Height: 6.5"

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DSW10	DSW10	3000K	150	10000	120°	DSW10	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Performance Data

Lumen Output

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Photometric Diagrams

D-Series Size 0 LED Area Luminaire

Specifications

- EPA: 0.8 ft
- Length: 30"
- Width: 12"
- Height: 2"
- Weight: 16 lbs
- Beam: 120°

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DS001	DS001	3000K	150	10000	120°	DS001	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

D-Series Size 1 LED Wall Luminaire

Specifications

- Back Box (BBW, ELCW): 12.5" x 12.5" x 1.5"
- Depth: 12.5"
- Height: 6.5"

Ordering Information

Code	LED	Color	Temp	Output	Beam	Mount	Notes
DSW10	DSW10	3000K	150	10000	120°	DSW10	Standard

Performance Data

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Performance Data

Lumen Output

Temp	150°	120°	90°	60°	30°
150°	10000	10000	10000	10000	10000

Photometric Diagrams

Revisions

06/24/16 - REVISIONS PER CAGDN COMMENTS

HB ASSOCIATES, LLC
 STRUCTURAL/CIVIL ENGINEERING
 FLORIDA CA # 00070405

377 MATLAND AVENUE, SUITE # 2007 (407) 740-5444
 ALTAMONTE SPRINGS, FL 32701-5443

BRITT PLAZA II
 530 SUSAN B BRITT CT.
 WINTER GARDEN, FLORIDA

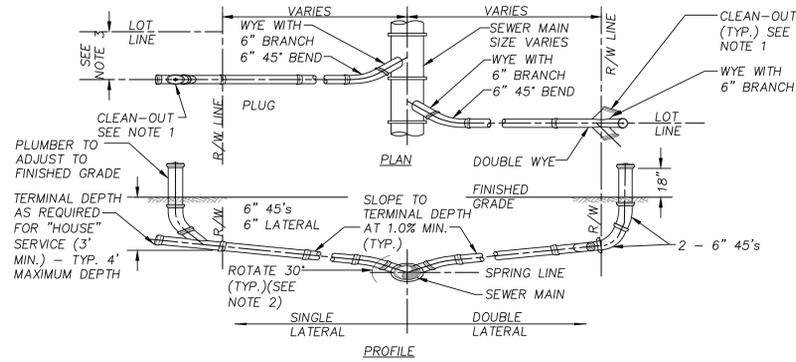
LIGHTING PLAN

Drawn: IC
 Checked: HB
 Date: 2/12/16
 Scale: 1" = 30'
 Job No.: HB 15-37

Sheet: 7 of 8

C7

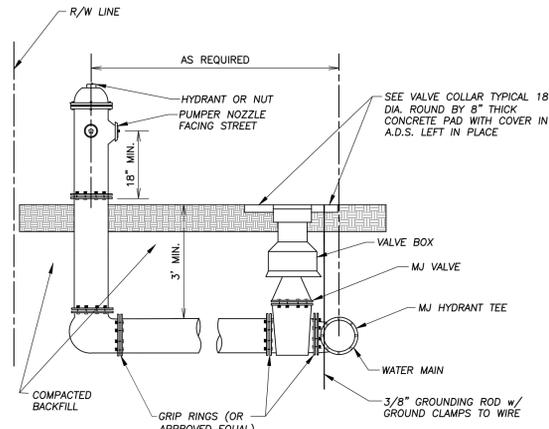
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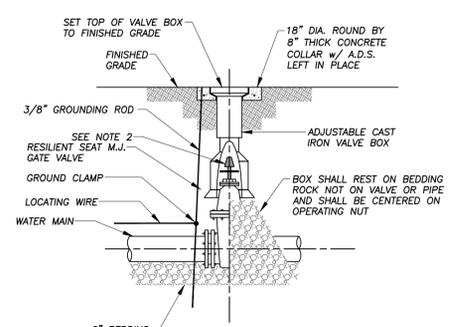
NOTES:

- CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
- INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
- WYES AND 45° BENDS SHALL BE PVC (SDR 26).
- LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.

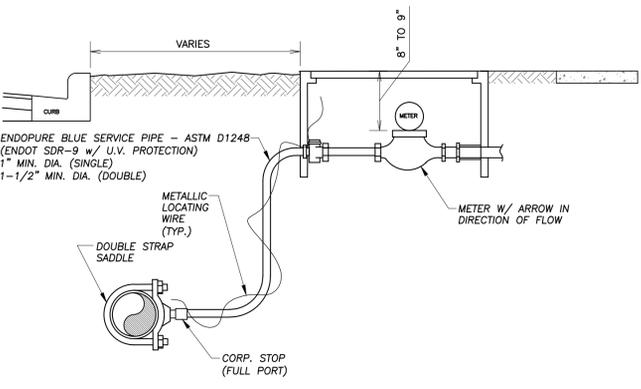
1 SANITARY SEWER SERVICE LATERAL DETAIL
SCALE: N.T.S.



2 FIRE HYDRANT ASSEMBLY DETAIL
SCALE: N.T.S.



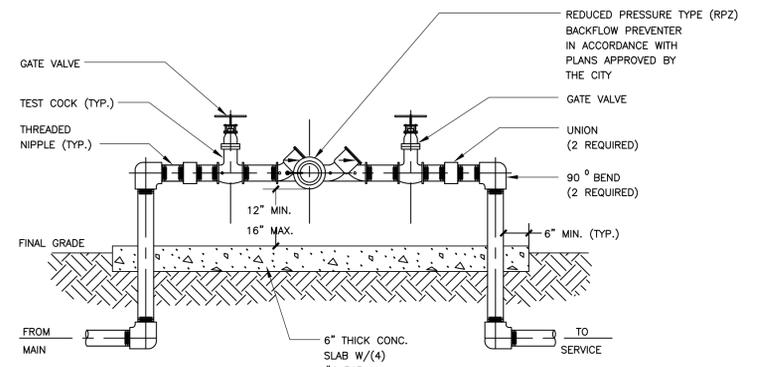
3 GATE VALVE AND VALVE BOX DETAIL
SCALE: N.T.S.



NOTES:

- A FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
- NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
- EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. CITY SHALL FURNISH THE METER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENT TO METER BOX IF REGRADING OCCURS.
- LOCATING WIRE ON POLY PIPE SHALL BE TAPED EVERY 5 FT FROM METER BOX TO WATER MAIN.
- METER NIPPLE BEHIND SIDEWALK TO BE INSTALLED BY CONTRACTOR (H10094)
- IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

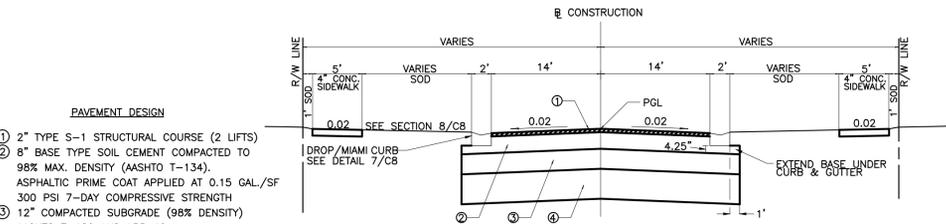
4 POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
SCALE: N.T.S.



NOTES:

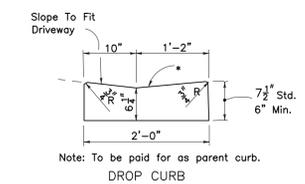
- ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE WILL BE APPROVED.
- ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
- NO GALVANIZED PIPE ALLOWED.

5 BACKFLOW PREVENTER DETAIL
SCALE: N.T.S.

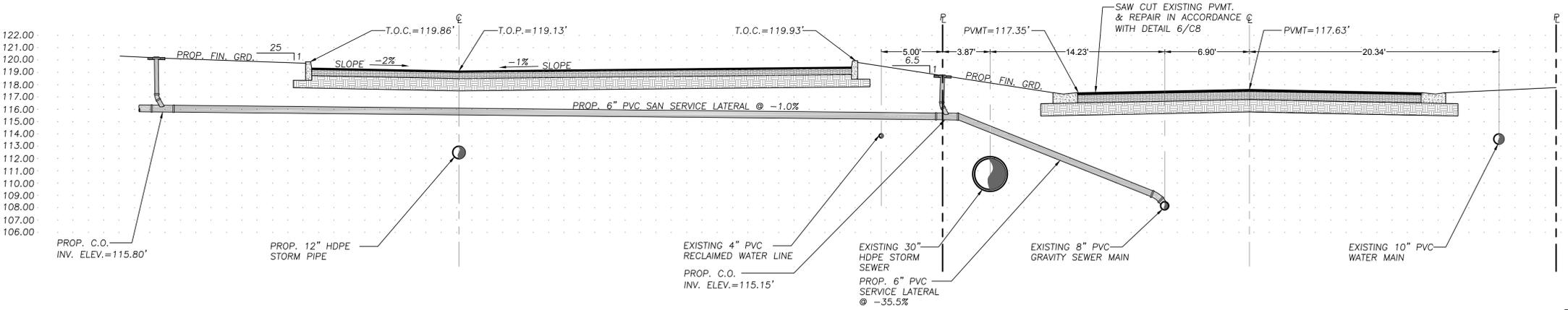


- PAVEMENT DESIGN**
- 2" TYPE S-1 STRUCTURAL COURSE (2 LIFTS)
 - 8" BASE TYPE SOIL CEMENT COMPACTED TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH
 - 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
 - 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180

6 PAVEMENT SECTION (TYP.)
SCALE: N.T.S.



7 DROP/MIAMI CURB (TYP.)
SCALE: N.T.S.



8 SECTION
SCALE: 1"=5'

- *NOTES:**
- ALL ELEVATIONS TO BE FIELD VERIFIED BY CONTRACTOR.
 - SIDEWALKS NOT PICTURED FOR CLARITY.

Revisions

06/24/16 - REVISIONS PER CNGDN COMMENTS

HB ASSOCIATES, LLC
STRUCTURAL/CIVIL ENGINEERING
FLORIDA CA # 0007045

377 MATLAND AVENUE, SUITE # 2007 (407) 740-5444
ALTA MONTÉ SPRINGS, FL 32701-5443

BRITT PLAZA II
530 SUSAN B BRITT CT.
WINTER GARDEN, FLORIDA

SITE DETAILS

Drawn: IC
Checked: HB
Date: 2/12/16
Scale: 1" = 30'
Job No.: HB 15-37

Sheet: 8 of 8

C8

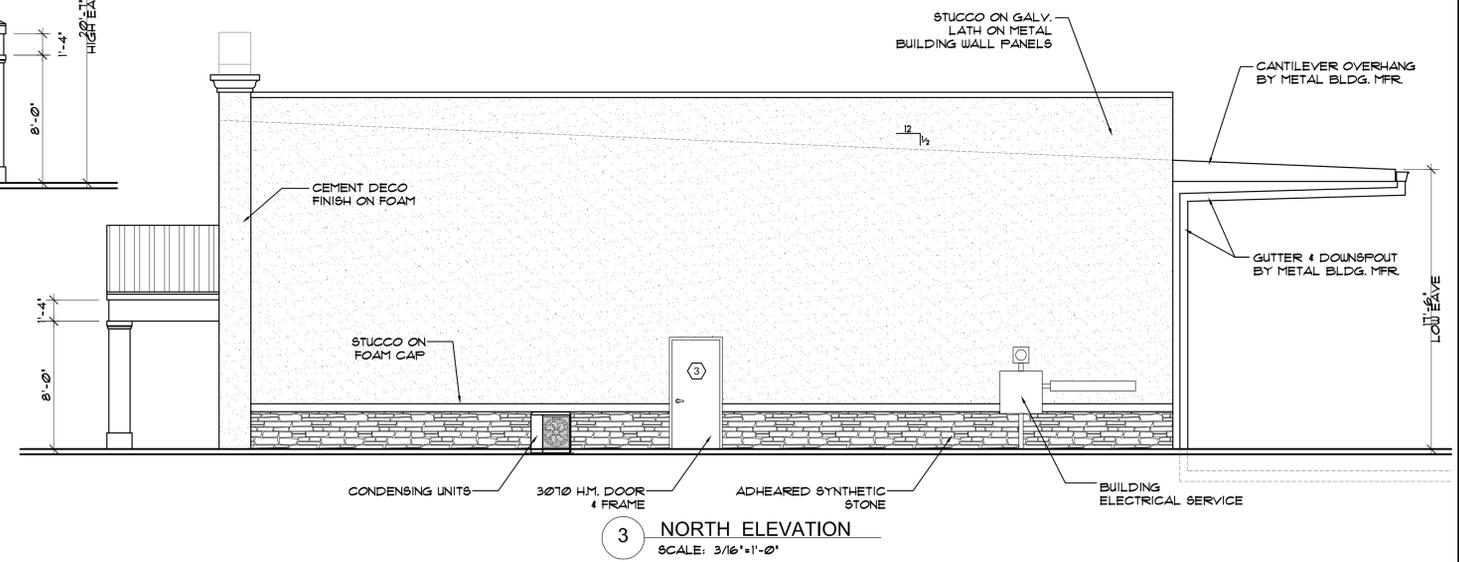
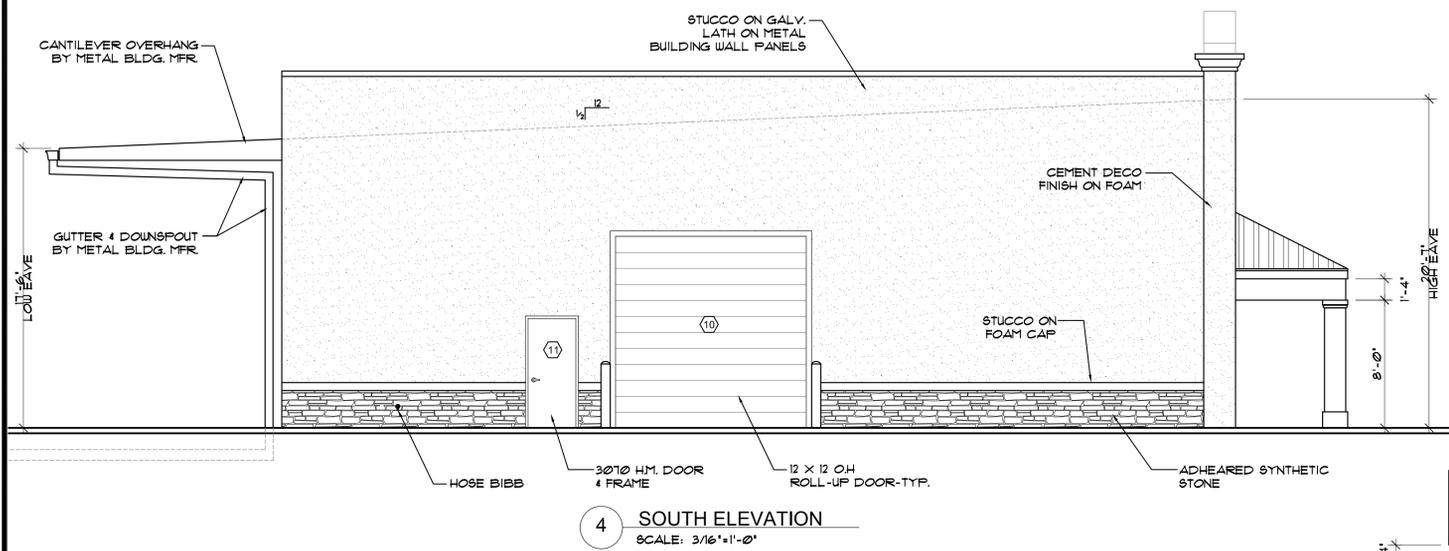
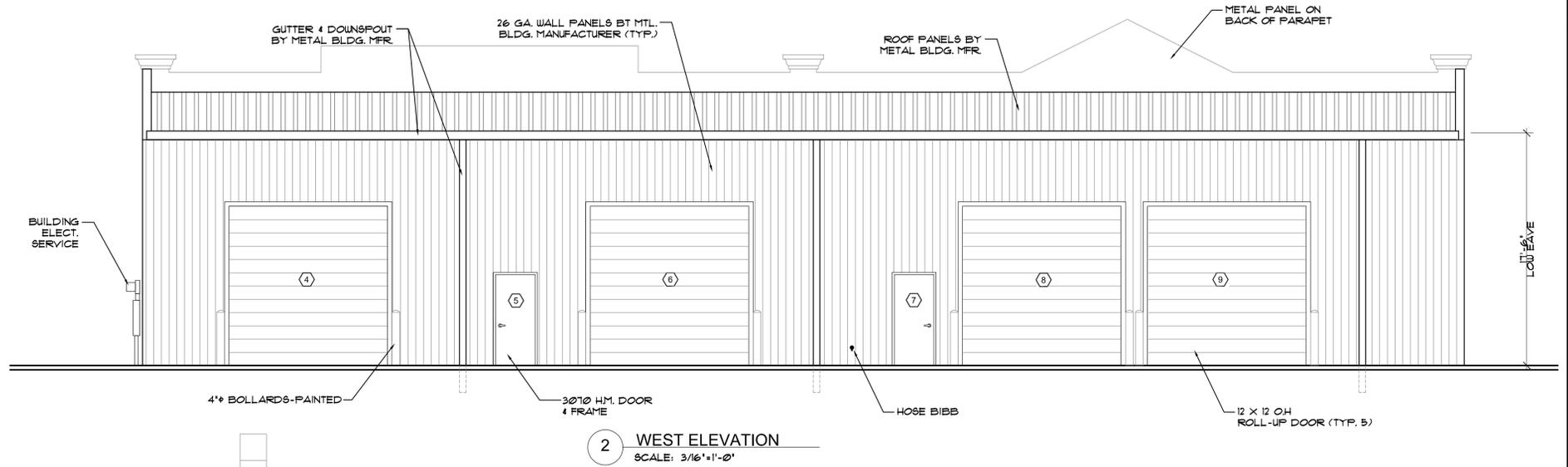
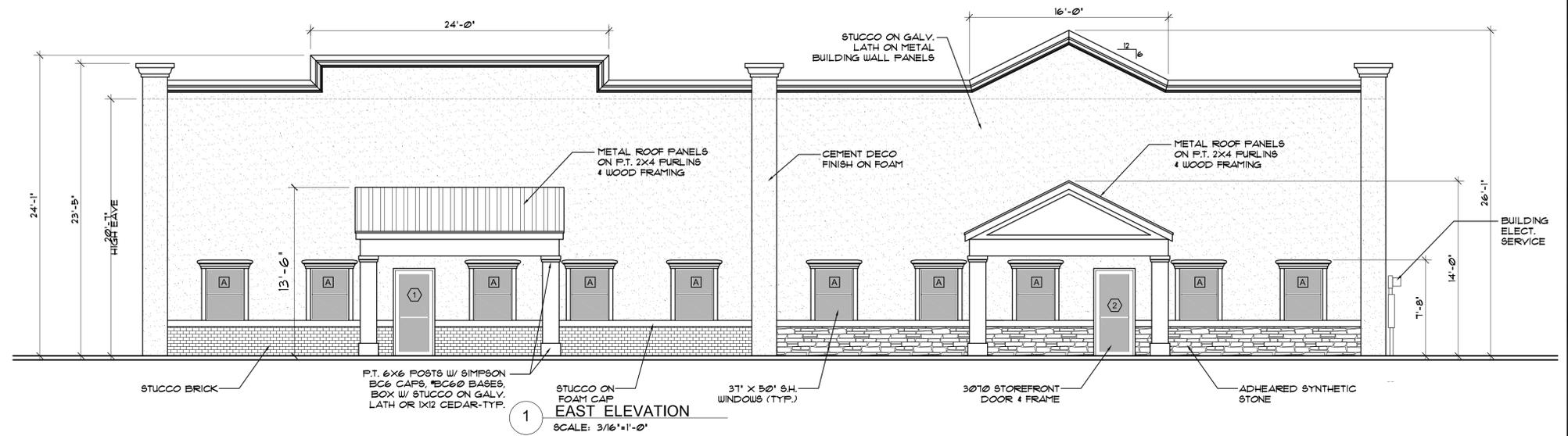
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HB HARRY BRUMLEY, III
FLORIDA PE # 0041837

WIND LOAD PROVISIONS		DESIGN PRESSURES IN PSF						ASCE 7 - 93	
DOOR NO.	TYPE	ROUGH OPENING	TRIBUTARY AREA	DESIGN + PRESSURE	DESIGN - PRESSURE	PRODUCT APPROVAL + PRESSURE	PRODUCT APPROVAL - PRESSURE	IMPACT/SHUTTER	PROD. APPROVAL #
1	STORE FRONT	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
2	STORE FRONT	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
3	SWING	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
4	ROLL-UP	12' x 12'	144 S.F.	22.0	-26.9	40.0	-40.0	NONE	-
5	SWING	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
6	ROLL-UP	12' x 12'	144 S.F.	22.0	-26.9	40.0	-40.0	NONE	-
7	SWING	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
8	ROLL-UP	12' x 12'	144 S.F.	22.0	-26.9	40.0	-40.0	NONE	-
9	ROLL-UP	12' x 12'	144 S.F.	22.0	-26.9	40.0	-40.0	NONE	-
10	ROLL-UP	12' x 12'	144 S.F.	22.0	-26.9	40.0	-40.0	NONE	-
11	SWING	40" x 86"	23.9 S.F.	23.2	-25.4	40.0	-40.0	NONE	-
WINDOW TAG	TYPE	ROUGH OPENING	TRIBUTARY AREA	DESIGN + PRESSURE	DESIGN - PRESSURE	PRODUCT APPROVAL + PRESSURE	PRODUCT APPROVAL - PRESSURE	IMPACT/SHUTTER	PROD. APPROVAL #
A	SINGLE HUNG	37" x 50"	12.84 S.F.	23.2	-25.4	40.0	-40.0	NONE	-

OPENING ASSEMBLIES NOTES:

- 1- ALL EXTERIOR WINDOWS AND GLASS DOORS ARE REQUIRED TO BE TESTED IN ACCORDANCE WITH ANSI/AMMA/NWDA 101/152 STANDARD AND BEAR AN AMMA OR WDMA LABEL IDENTIFYING THE MANUFACTURER, PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT TESTING ENTITY 2014 FBC 1714.5.2.
- 2- ALL EXTERIOR WINDOWS AND DOORS SHALL BE ANCHORED PER PUBLISHED MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE THE DESIGN PRESSURE SPECIFIED, 2014 FBC 1714.5.4.1 OR ADOPT CRITERIA AS PER ANCHORING SCHEDULE.
- 3- EXTERIOR WINDOWS AND DOORS WHERE BUCKTHICKNESS IS LESS THAN 1 1/2" SHALL BE ANCHORED THROUGH THE JAMB INTO THE STRUCTURAL SUBSTRATE, 2014 FBC 1714.5.4.2. SEE FASTENING DETAILS.
- 4- MULLIONS AND ADJACENT DOOR ASSEMBLIES ARE REQUIRED TO BE TESTED OR ENGINEERED TO TRANSFER 15 TIMES THE DESIGNED LOADS TO THE ROUGH OPENING SUBSTRATE, 2014 FBC 1714.5.5.4 AND 1701.4.5.4. GC TO PROVIDE EXTERIOR OPENINGS SPECS. AND SHOP DRAWINGS REQUIRED.
- 5- VERIFY ALL ROUGH OPENING SIZES WITH WINDOW MANUFACTURER



CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

(407) 656-4111 - FAX (407) 648-8763

MEMORANDUM

TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JULY 19, 2016
SUBJECT: SITE PLAN APPROVAL FOR OFFICE/WAREHOUSE ADDITION
BRITT PLAZA II – 530 SUSAN B BRITT COURT

We recommend approval subject to approval by all other departments, and the following conditions and comments:

ENGINEERING

1. Retaining wall will require separate permit from the Building Department. Handrail for fall protection may be required.
2. All existing public or private improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the developer prior to issuance of certificate of occupancy.
3. Open cut and restoration of Susan B. Britt Court shall meet all City requirements.
4. St. Johns River Water Management District (SJRWMD) permit modification is acknowledged; FDEP water permit and wastewater exemption are acknowledged. FDEP NPDES NOI required prior to construction if disturbed area is over 1.0 acre.
5. The utility plan shows a new 1" meter off of the existing main on the east side of Susan B. Britt Ct. Impact fees for a 1" meter are as follows (which have been paid):

1" potable meter @	\$2,715.00
Wastewater for 1" meter @	\$4,418.00
Total	\$7,133.00 (paid 6/22/16)

Point of Service (POS) for fire protection system has been shown with note stating that all work downstream of the POS shall be performed by a licensed fire sprinkler contractor. Review and approval by Fire Department required for fire protection system.

6. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer has shown sight triangles and provided certification that sight distance requirements are being met.
7. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
8. On-site lighting will be required pursuant to City Code to meet the dark skies requirements.

PLANNING

9. Informational Item: Demolition, buildings, fencing, signage, etc will require separate permits from the Building Department.

10. Information Item: Road Impact Fees:

- Office
 - $8,150 \text{ sf} \times \$5,748.00 / 1,000 \text{ sf} = \$46,846.20$
- Warehouse
 - $12,850 \text{ sf} \times \$1,823 / 1000 \text{ sf} = \$23,425.55$
- Total
 - $\$46,846.20 + \$23,425.55 = \mathbf{\$70,271.75}$

STANDARD GENERAL CONDITIONS

11. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
12. Fencing shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code.
13. All work shall conform to City of Winter Garden standards and specifications.
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 all site improvements shall be paid prior to issuance of site or building permits.
18. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office if you have any questions.

Thank you.

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016 **Meeting Date:** August 11, 2016

Subject: Final Plat
Roper Reserve
562 Beard Road (33.77 ± Acres)

Issue: Applicant is requesting to record the Final Plat of 77 single-family lots in the Roper Reserve subdivision.

Discussion:

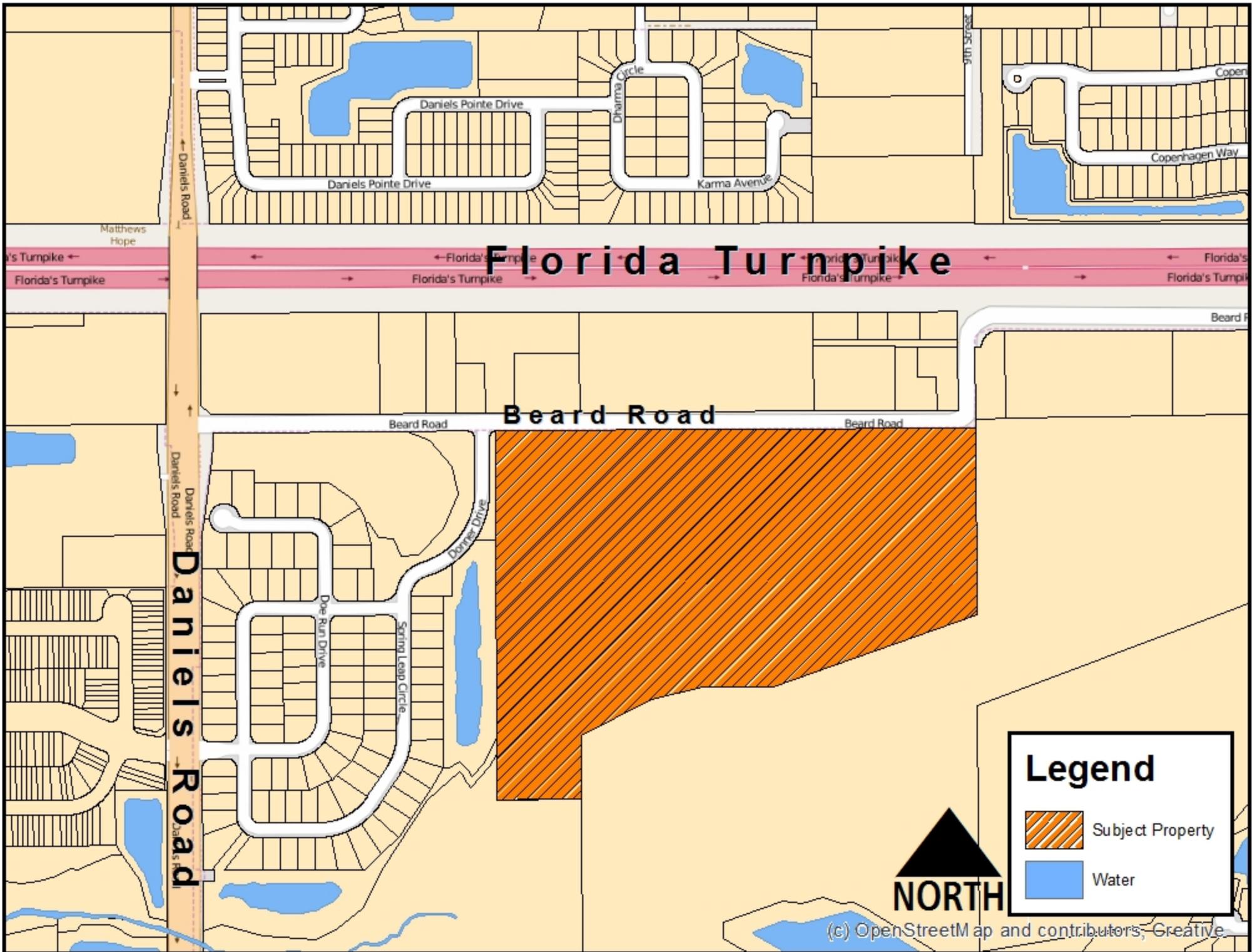
The applicant is developing the property known as Roper Reserve with 77 single-family lots. The Final Plat is consistent with the Preliminary Plat and the PUD Zoning regulations found in Ordinance 14-26.

Recommended action:

Staff recommends approval of the Final Plat subject to staff conditions.

Attachments/References:

Location Map
Final Plat



Florida Turnpike

Beard Road

Daniels Road

Legend

-  Subject Property
-  Water



CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JULY 20, 2016
SUBJECT: ROPER RESERVE SUBDIVISION – RICHMOND/AMERICAN HOMES OF FLORIDA LP
REVIEW OF REVISED FINAL PLAT – 562 BEARD ROAD

Pursuant to your request, we have reviewed the revised final plat information received 6/15/16 for compliance with the City's subdivision requirements. Our review has been limited to the overall engineering issues and does not include review for compliance with F.S. Chapter 177 that is being performed by the City's Reviewing Surveyor and City Attorney. This was submitted in response to our last zoning review of 3/26/14; pre-plat review on 12/23/14, final construction plan review of 11/13/15, final plat review of 6/04/16 and DRC meeting of 6/08/16.

ENGINEERING

We recommend approval subject to approval by all other departments, receipt of the original performance bond, and the following conditions and comments:

1. Final signed mylar, along with all other original executed documents and performance bond, will be required prior to scheduling for the City Commission meeting, after Staff approval.
2. Planning Department shall review plat for compliance with the PUD, Preliminary Plat, and Development Agreement, including minimum buildable lot sizes, lighting, etc.
3. Lot numbering shall meet the requirements of Chapter 177 F.S. Lot numbers on final construction plan as-builts shall match the recorded plat lot numbering.
4. All recording information needs to be inserted where appropriate once available.
5. Tracts that contain required landscape buffers, drainage, walls (retaining or screen), community signage, etc. shall be so noted (i.e. Wall, landscape, and drainage easement), to be maintained by the HOA.
6. Transfer of all common areas, tracts, and rights-of-way to the HOA and the City shall take place prior to or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.
7. City Attorney shall review and approve the Dedication, HOA/CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc.
8. Performance Bond: The improvements are not completed. A Performance bond or letter of credit in the amount of 120% of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification, executed construction contract, and latest payment application. Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy; street and regulatory signs, required landscaping, second lift of asphalt, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Final plat will not be forwarded for recording without performance bond. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).

Based on the Design Engineer's certification of costs of incomplete improvements of \$1,570,039.71,

the performance bond amount shall be **\$1,884,047.65**, representing 120% of the cost of remaining improvements. Final plat will not be recorded without the city's receipt of the performance bond.

9. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20%** of the cost of the improvements and shall comply with the City's ordinance concerning duration. Provide Design Engineer's certification, as backed up by the Contractor's final pay application, for determination of warranty amount. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).
10. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
11. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. Other than for model homes as specified in Code, no additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
12. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
13. Streetlighting must be installed and operating as a condition of issuing the Certificate of Completion. Other than for model homes as specified in Code, no building permits or certificates of occupancy will be granted on any house until all of the above have been completed and accepted by the City and the Certificate of Completion has been issued.
14. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording.
15. Design Engineer has provided certification that he has reviewed the plat and that it provides all necessary easements for drainage, access and utilities.
16. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office if you have any questions.

Thank you.

END OF MEMORANDUM

ROPER RESERVE

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

SURVEYOR'S NOTES:

- Bearings shown hereon are based on the East/West centerline of Section 26-22-27 being an assumed bearing of South 89°39'34" West.
- All lot lines are radial, unless otherwise noted non-radial (NR).
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television; 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 section 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.
- The wetland line flagged by others and shown hereon was field located on October 23, 2015.
- Tracts P-1, RW-1, T-1, T-2, T-3, T-4, T-5, T-6, T-7, T-8, W-1, W-2 are "Common Areas" as defined by the Community Declaration for Roper Reserve and are to be owned and maintained by the Association.
- Tracts T-1, T-2, T-3, T-4 and Tract T-6 (Landscape Buffer and Wall Tracts) are to be owned and maintained by the Roper Reserve Homeowners Association, Inc. (the Association).
- Tract P-1 (Park Tract) is to be owned and maintained by the Association.
- Tracts W-1 and W-2 (Conservation Tract) and Tract T-7 and T-8 (Wetland Buffer Tracts) shall be owned and maintained by the Association with development rights dedicated to the City of Winter Garden. No construction, clearing, grading or alteration is permitted without prior approval of the City of Winter Garden and/or all other applicable agencies.
- Tract RW-1 (Private Roadway) is to be owned and maintained by the Association.
- Tract U-1 (Lift Station, Pond Access Tract) is to be conveyed to the City of Winter Garden via a warranty deed.
- Tract T-5 (Pond/Common Area Tract) is to be owned and maintained by the Association.
- No easement dedicated by this plat, including without limitation to the City of Winter Garden, the public or to any Homeowners Association, shall be terminated or modified without prior written approval of the City of Winter Garden.
- 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 attorneys' fees and costs of suit, in connection with the reasonable use of said subdivision infrastructure, common areas, or amenities, or said parties' maintenance thereof, or said parties' exercise of rights permitted in the declaration of the homeowners association, this plat, or as otherwise permitted by law.
- The lots within this subdivision are governed by a mandatory homeowners association requiring the payment of fees and with the power to assess the lots. The homeowners 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 and and the improvements thereon. Every lot owner within this subdivision must be a member of the Homeowners Association. 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 homeowners association, which may result in the foreclosure of said property.
- The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace 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 T-1 through T-8, P-1, W-1, W-2 and Tract RW-1 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 and and the improvements thereon.
- 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 RW-1 (Private Roadway) 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.
- All utility easements created by this plat (including those utility easements within the above referenced easements) are dedicated to the City of Winter Garden. The City of Winter Garden's rights in the utility easements dedicated by this plat shall be superior to all others and no utilities or other improvements shall be permitted to conflict or interfere with the city's utility improvements within such utility easement areas. The City of Winter Garden shall only be responsible for the maintenance of utilities it accepts and/or installs within the utility easement areas.
- All drainage easements shown on this plat are dedicated to the Association, including those drainage easements within other easements created by this plat.
- All wall easements shown on this plat are dedicated to the Association, including those wall easements within other easements created by this plat. The Association shall maintain the wall within the wall easements.

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

That part of the NE 1/4 of the SE 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida, lying North of Canal. The NW 1/4 of the SE 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida, LESS West 1054.79 feet thereof. Less also the 30 feet of both of the above tracts for road, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida and a point on the North boundary of COBBLESTONE OF WINTER GARDEN as described and recorded in Plat Book 65, Pages 70 through 74, Public Records of Orange County, Florida, thence South 00 degrees 20 minutes 59 seconds East 30.00 feet along the East boundary of said Southeast 1/4 and the North Boundary of said Plat Book 65, Pages 70 through 74 to a point on the South right of way line of Beard Road per Official Records Book 9992, Page 1216, Public Records of Orange County, Florida for the POINT OF BEGINNING; thence continue South 00 degrees 20 minutes 59 seconds East 630.44 feet along the East boundary of said Southeast 1/4 and the North Boundary of said Plat Book 65, Pages 70 through 74; thence South 70 degrees 19 minutes 23 seconds West 734.78 feet along said North boundary; thence North 89 degrees 40 minutes 37 seconds West 235.82 feet along said North boundary; thence South 76 degrees 19 minutes 23 seconds West 178.83 feet along said North boundary; thence South 63 degrees 19 minutes 23 seconds West 266.69 feet along said North boundary to a point on the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence South 00 degrees 15 minutes 59 seconds East 217.60 feet along said North boundary and said East boundary of the Northwest 1/4 of the Southeast 1/4 to a point on the East boundary of said DEERFIELD PLACE as described and recorded in Plat Book 57, Pages 119 through 121, Public Records of Orange County, Florida; thence South 89 degrees 47 minutes 08 seconds West 287.75 feet along said East boundary to a point on the West boundary of the West 1054.79 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence North 00 degrees 10 minutes 57 seconds West 1247.54 feet along said East boundary of Plat Book 57, Pages 119 through 121 and said West boundary of the West 1054.79 feet of the Northwest 1/4 of the Southeast 1/4 to a point on the aforesaid South right of way line of Beard Road; thence North 89 degrees 39 minutes 34 seconds East 1626.64 feet along said right of way line to the Point of Beginning.

Contains 33.79 acres more or less.

SURVEYOR'S NOTES (Continued):

- Except as shown or noted, all lots are subject to a 5.00' drainage easement and is dedicated to the Association and a 5.00' utility easement is dedicated to the City of Winter Garden adjacent to the side lot lines, created by this plat.
- Except as shown or noted, the fronts of all Lots, adjacent to all right-of-way lines are subject to a 10.00' drainage, utility and sidewalk encroachment easement, including those sidewalk and sidewalk encroachment easements within other easements created by this plat and are dedicated to the Association with a non-exclusive utility easement dedicated to the City of Winter Garden.
- The drainage and utility easement (D.U.E.) located between Lots 24 and 25 is dedicated to the Association.
- No easement dedicated by this plat, including without limitation, to the City of Winter Garden, the public, or to any homeowners' association, shall be terminated or modified without the prior written approval of the City of Winter Garden.
- All utility easements created by this plat (including those utility easements within the above referenced easements) are dedicated to the City of Winter Garden. The City of Winter Garden's rights in the utility easements dedicated by this plat shall be superior to all others and no utilities or other improvements shall be permitted to conflict or interfere with the city's utility improvements within such utility easement areas. The City of Winter Garden shall only be responsible for the maintenance of utilities it accepts and/or installs within the utility easement areas

LEGEND:

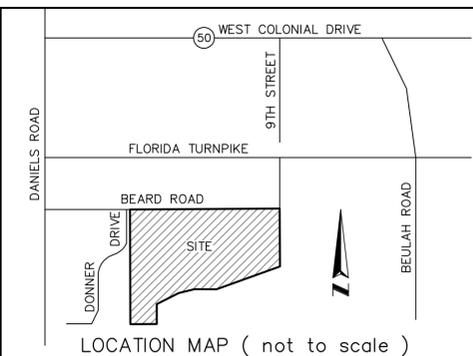
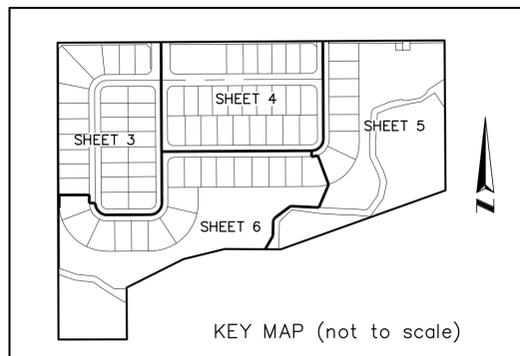
P.B.	denotes Plat Book	■	denotes set 4" x 4" concrete monument LB 6723 permanent reference monument
O.R.	denotes Official Records Book	□	denotes recovered 4" x 4" concrete monument permanent reference monument
P.C.	denotes point of curvature	⤵	denotes change in direction along right-of-way lines
P.T.	denotes point of tangency	—	denotes wall and drainage easement
P.I.	denotes point of intersection	W.D.E.	denotes right-of-way
L.B.	denotes licensed business	R/W	denotes permanent control point
U.E.	denotes utility easement	P.C.P.	denotes non tangent
N.R.	denotes non-radial	N.T.	denotes Page(s)
Ⓢ	denotes centerline	PG(S).	denotes sidewalk, drainage and utility easement
CCR #	denotes Certified Corner Record Number	S.D.U.E.	denotes sidewalk, drainage utility & wall easement
D.U.E.	denotes drainage and utility easement	S.D.U.W.E.	denotes wall, drainage & utility easement
D.E.	denotes drainage easement	W.D.U.E.	
⊙	denotes centerline permanent control point		



SHEET INDEX

Sheet 1 of 6 - legal description, dedication, Surveyor's notes & legend.
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Sheets 3 through 6 of 6 - geometry

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**ROPER RESERVE
D E D I C A T I O N**

KNOW ALL MEN BY THESE PRESENTS, That RAH OF FLORIDA, a Colorado Limited Corporation, it's General Partner being the owner in fee simple of all of the lands described in the foregoing caption to this plat hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates said lands and plat for the easements, rights, uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, the undersigned, RAH OF FLORIDA, a Colorado Limited Corporation, it's General Partner has caused these presents to be executed and acknowledged by its undersigned David N. Viger, as Acting Division President, Orlando Division, thereunto duly authorized, on this _____ day of _____ 2016.

RAH OF FLORIDA, a Colorado Limited Corporation, it's General Partner

By: _____
Name: David N. Viger
Title: Acting Division President
Orlando Division

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____ COUNTY OF _____

I HEREBY CERTIFY, that on this day, before me personally appeared David N. Viger, as Acting Division President, Orlando Division for RAH OF FLORIDA, a Colorado Limited Corporation, it's General Partner, who is () personally known to me or () produced _____ as identification, and did/did not take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said company.

WITNESS my hand and official seal this ____ day of _____ 2016.

Printed Name of Notary Public Signature of Notary Public

Notary Public in and for the State of _____

My Commission Expires: _____

Commission Number: _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ I completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my responsible direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 6723
16 East Plant Street,
Winter Garden, Florida 34787

CERTIFICATE OF APPROVAL BY MUNICIPALITY

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

Mayor _____
Attest: _____
City Clerk

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that I have examined the foregoing plat and find it to comply in form with all the requirements of Part 1 of Chapter 177, Florida Statutes.

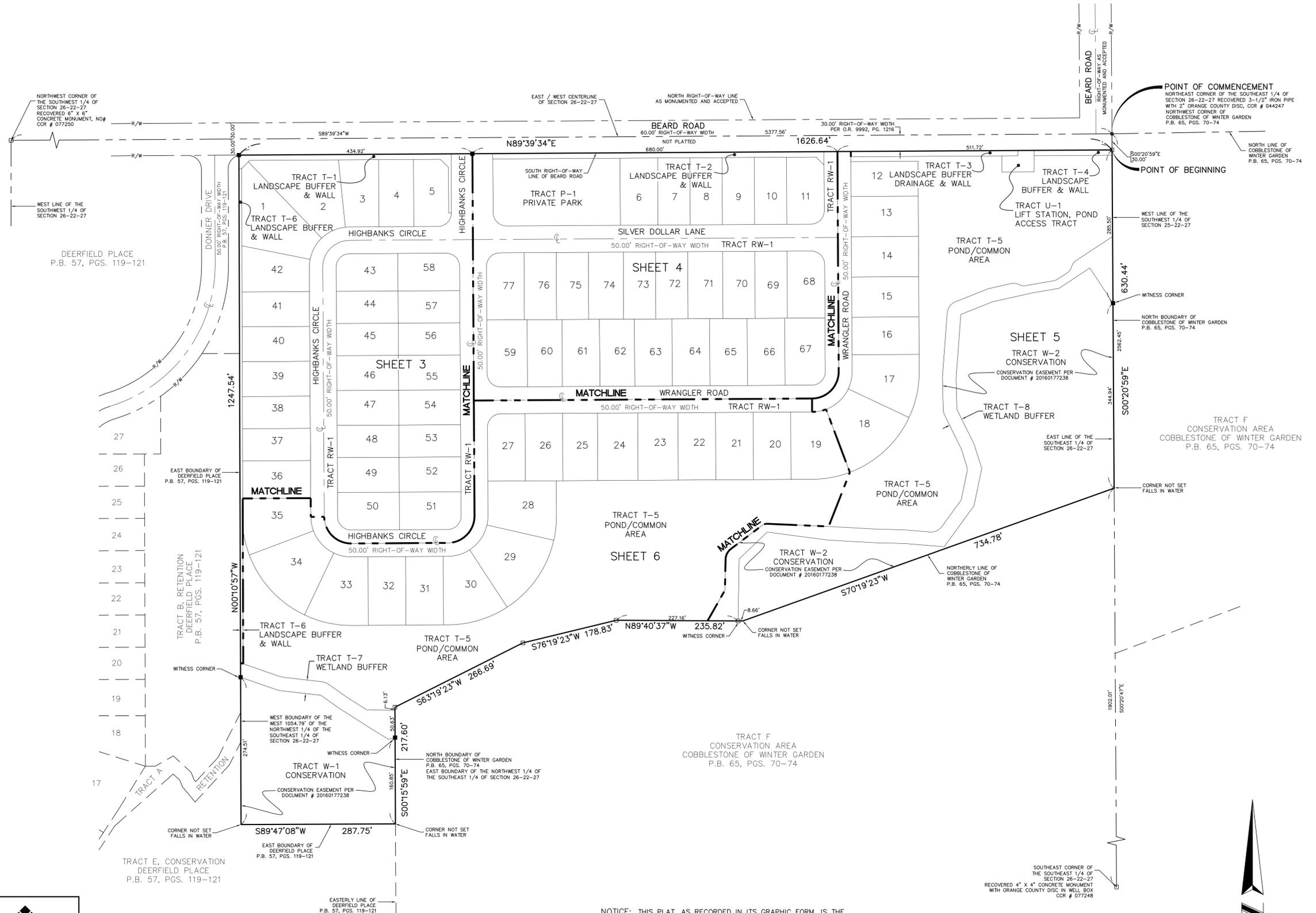
City Surveyor's signature _____ Date _____

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____ as File No. _____
County Comptroller in and for Orange County, Florida.
By: _____

ROPER RESERVE

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



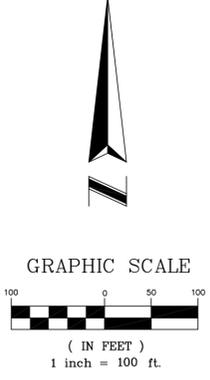
ALLEN & COMPANY
Professional Surveyors & Mappers

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

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SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 26-22-27 RECOVERED 4" X 4" CONCRETE MONUMENT WITH ORANGE COUNTY DISC IN WELL BOX CCR # 077248



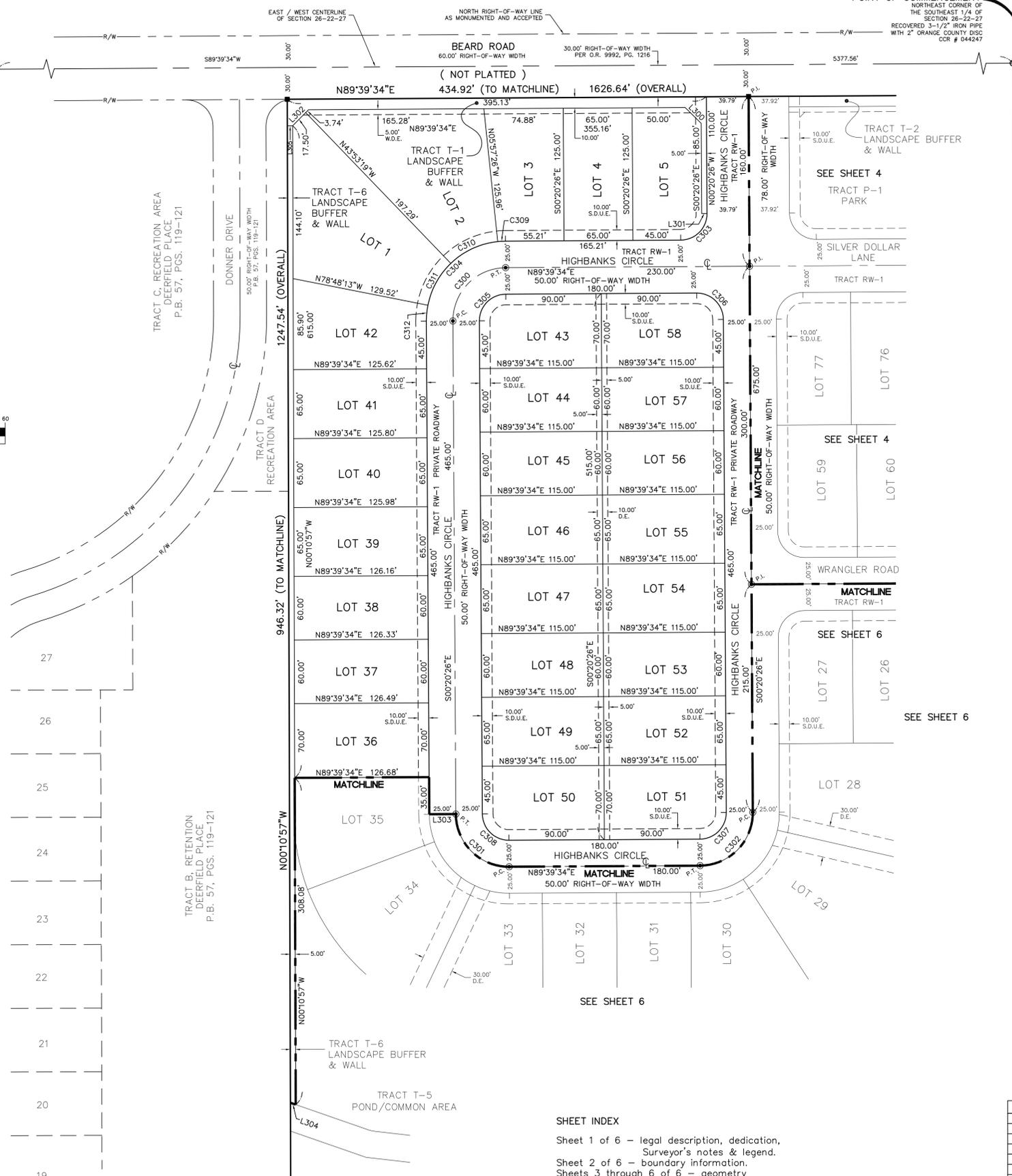
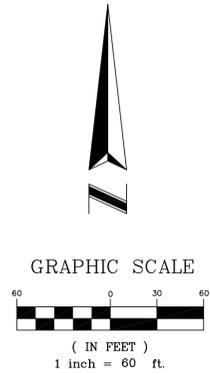
ROPER RESERVE

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

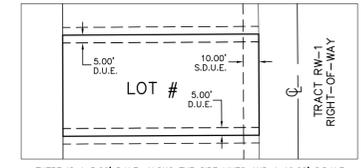
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C300	50.00'	78.54'	70.71'	S44°39'34"W	90°00'00"
C301	50.00'	78.54'	70.71'	S45°20'26"E	90°00'00"
C302	50.00'	78.54'	70.71'	N44°39'34"E	90°00'00"
C303	25.00'	39.27'	35.36'	N44°39'34"E	90°00'00"
C304	25.00'	39.27'	35.36'	S44°39'34"W	90°00'00"
C305	25.00'	39.27'	35.36'	S44°39'34"W	90°00'00"
C306	25.00'	39.27'	35.36'	N45°20'26"W	90°00'00"
C307	25.00'	39.27'	35.36'	N44°39'34"E	90°00'00"
C308	25.00'	39.27'	35.36'	S45°20'26"E	90°00'00"
C309	75.00'	7.35'	7.35'	S86°51'04"W	5°37'00"
C310	75.00'	49.65'	48.75'	S65°04'38"W	37°55'52"
C311	75.00'	45.70'	45.00'	S28°39'14"W	34°54'55"
C312	75.00'	15.10'	15.08'	S05°25'40"W	11°32'13"

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26-22-27 RECOVERED 6" X 6" CONCRETE MONUMENT, NO. CCR # 077250

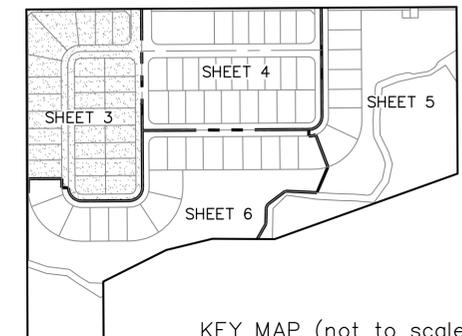
POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 26-22-27 RECOVERED 3-1/2" IRON PIPE WITH 2" ORANGE COUNTY DISC CCR # 044247



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TYPICAL EASEMENT DETAIL



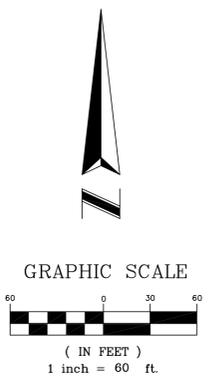
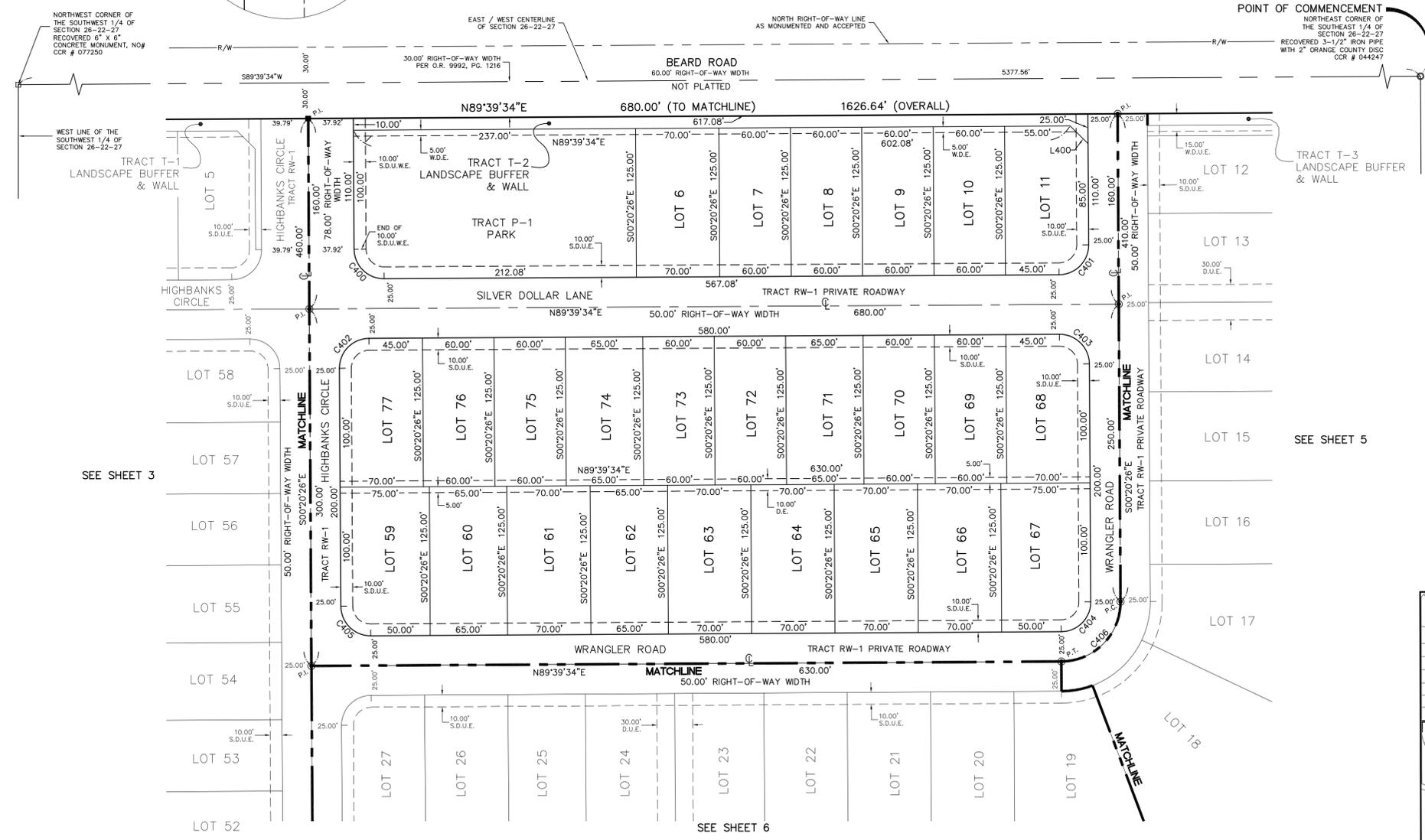
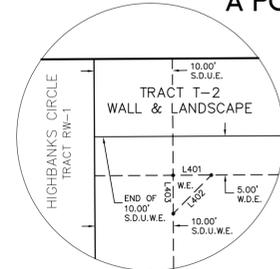
KEY MAP (not to scale)

SHEET INDEX
 Sheet 1 of 6 - legal description, dedication,
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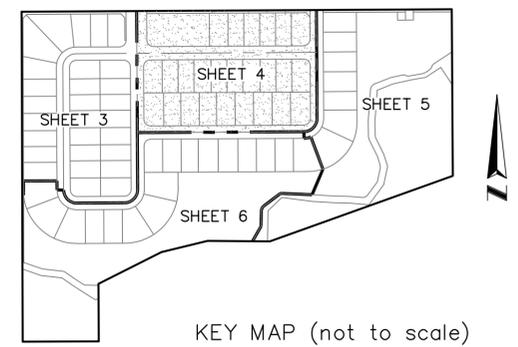
LINE TABLE		
LINE	LENGTH	BEARING
L300	21.21'	S45°20'26"E
L301	5.00'	N89°39'34"E
L302	21.24'	N44°44'18"E
L303	25.00'	N89°39'34"E
L304	5.30'	S70°50'12"E
L305	5.00'	S89°49'03"W

ROPER RESERVE

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

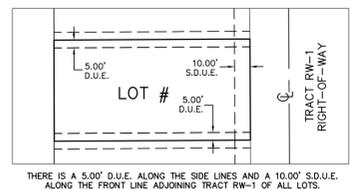


SHEET INDEX
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LINE	LENGTH	BEARING
L400	21.21'	S45°20'26"E
L401	4.92'	N89°39'34"E
L402	6.96'	S44°39'34"W
L403	4.92'	S00°20'26"E

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C400	25.00'	39.27'	35.36'	S45°20'26"E	90°00'00"
C401	25.00'	39.27'	35.36'	N44°39'34"E	90°00'00"
C402	25.00'	39.27'	35.36'	S44°39'34"W	90°00'00"
C403	25.00'	39.27'	35.36'	N45°20'26"W	90°00'00"
C404	25.00'	39.27'	35.36'	N44°39'34"E	90°00'00"
C405	25.00'	39.27'	35.36'	S45°20'26"E	90°00'00"
C406	50.00'	78.54'	70.71'	N44°39'34"E	90°00'00"



TYPICAL EASEMENT DETAIL

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ALLEN & COMPANY
 Professional Surveyors & Mappers

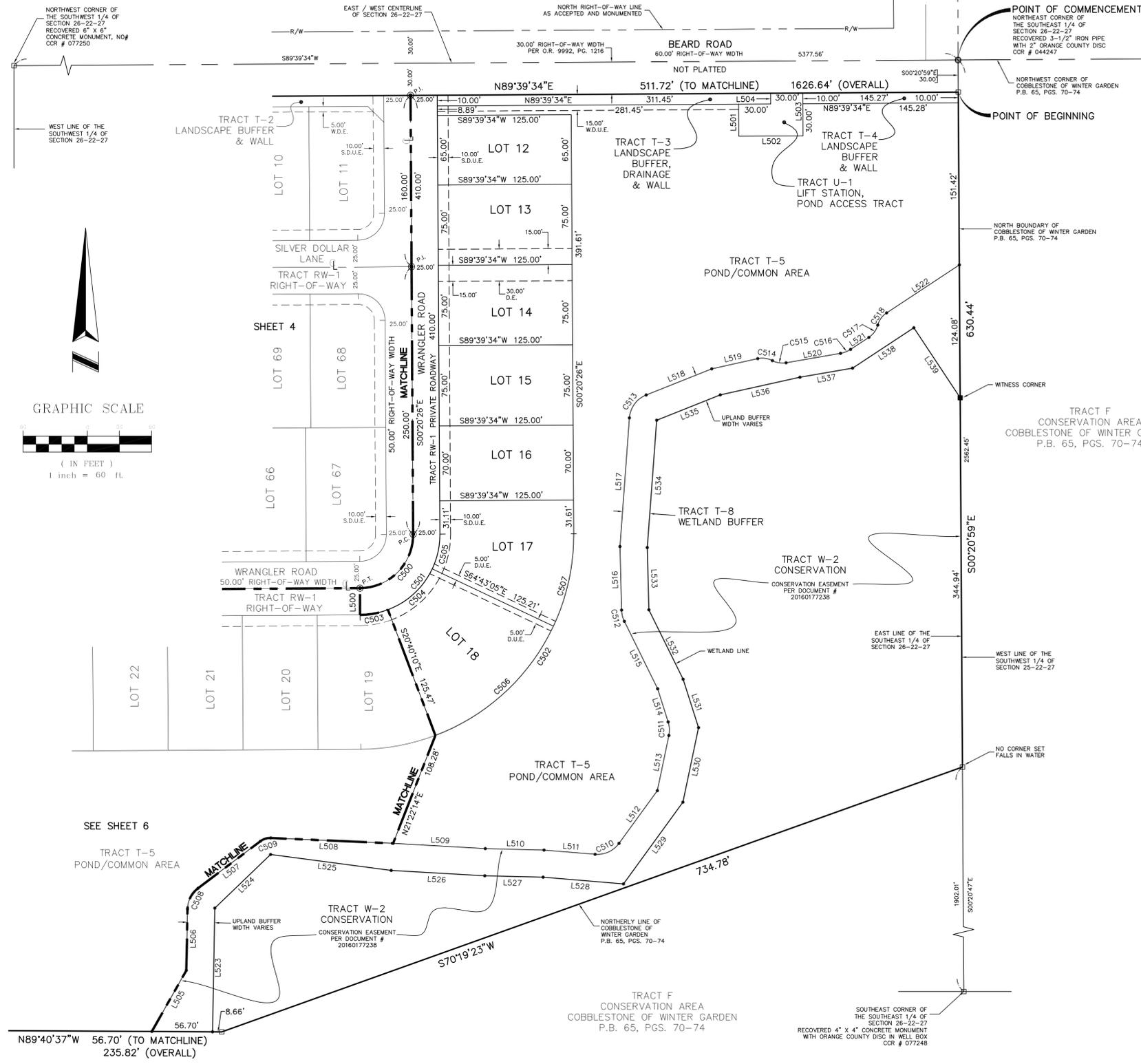
16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787
 (407) 654-5355

ROPER RESERVE

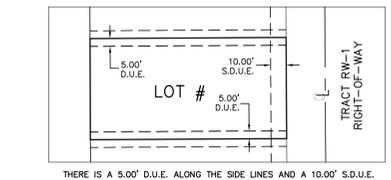
A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C500	50.00'	78.54'	70.71'	N44°39'34"E	90°00'00"
C501	75.00'	117.81'	106.07'	N44°39'34"E	90°00'00"
C502	200.00'	243.02'	228.35'	N34°28'11"E	69°37'15"
C503	75.00'	26.61'	26.47'	N79°29'42"E	20°19'44"
C504	75.00'	57.66'	56.25'	N47°18'22"E	44°02'55"
C505	75.00'	33.54'	33.26'	N12°28'14"E	25°37'21"
C506	200.00'	154.04'	150.26'	N47°12'59"E	44°07'40"
C507	200.00'	88.99'	88.26'	N12°24'21"E	25°29'35"
C508	25.00'	22.64'	21.88'	S27°00'57"W	51°53'39"
C509	15.00'	10.35'	10.15'	S72°43'42"W	39°31'51"
C510	25.00'	25.63'	24.52'	N65°24'05"E	58°44'04"
C511	25.00'	12.83'	12.69'	N02°55'25"W	29°24'14"
C512	25.00'	10.84'	10.76'	S13°51'34"E	24°50'29"
C513	25.00'	27.96'	26.52'	S36°13'34"W	64°04'36"
C514	20.00'	14.13'	13.83'	N82°16'05"W	40°28'13"
C515	20.00'	13.19'	12.95'	S80°55'40"E	37°47'23"
C516	25.00'	10.27'	10.20'	N68°24'17"E	23°32'43"
C517	20.00'	14.45'	14.14'	N35°55'39"E	41°24'35"
C518	20.00'	14.45'	14.14'	S35°55'39"W	41°24'35"

LINE TABLE		
LINE	LENGTH	BEARING
L500	25.00'	S00°20'26"E
L501	30.00'	S00°20'26"E
L502	60.00'	N89°39'34"E
L503	40.00'	N00°20'26"W
L504	10.00'	N00°20'26"W
L505	65.56'	S29°26'29"W
L506	57.27'	S01°04'07"W
L507	72.83'	S52°57'46"W
L508	114.46'	N87°30'23"W
L509	86.25'	N86°44'30"W
L510	54.85'	N88°34'26"W
L511	47.93'	N85°13'52"W
L512	60.95'	S36°02'03"W
L513	52.65'	S11°46'42"W
L514	32.44'	S17°37'32"E
L515	70.34'	S26°16'49"E
L516	59.42'	S01°26'20"E
L517	120.49'	S04°11'16"W
L518	65.97'	S68°15'52"W
L519	43.97'	S77°29'48"W
L520	51.55'	S80°10'39"W
L521	20.37'	S56°37'56"W
L522	81.38'	S56°37'56"W
L523	115.62'	S01°04'07"W
L524	72.23'	S46°08'01"W
L525	113.64'	N82°27'54"W
L526	87.58'	N86°44'30"W
L527	54.52'	N88°34'26"W
L528	75.34'	N85°13'52"W
L529	94.46'	S36°02'03"W
L530	71.14'	S11°46'42"W
L531	47.45'	S17°37'32"E
L532	72.24'	S26°16'49"E
L533	58.19'	S01°26'20"E
L534	119.26'	S04°11'16"W
L535	63.95'	S68°15'52"W
L536	76.27'	S77°29'48"W
L537	49.88'	S80°10'39"W
L538	68.54'	S56°37'56"W
L539	78.41'	N33°29'20"W



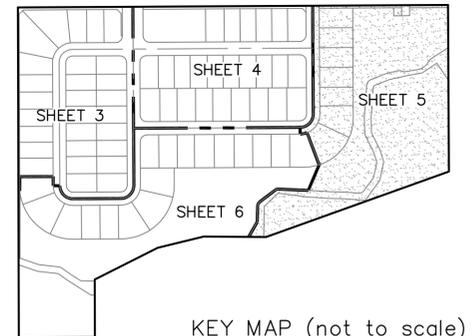
N89°40'37"W 56.70' (TO MATCHLINE)
235.82' (OVERALL)



THERE IS A 5.00' D.U.E. ALONG THE SIDE LINES AND A 10.00' S.D.U.E. ALONG THE FRONT LINE ADJOINING TRACT RW-1 OF ALL LOTS.

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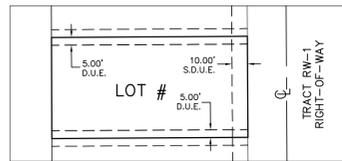
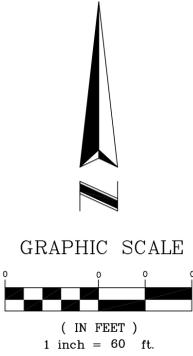
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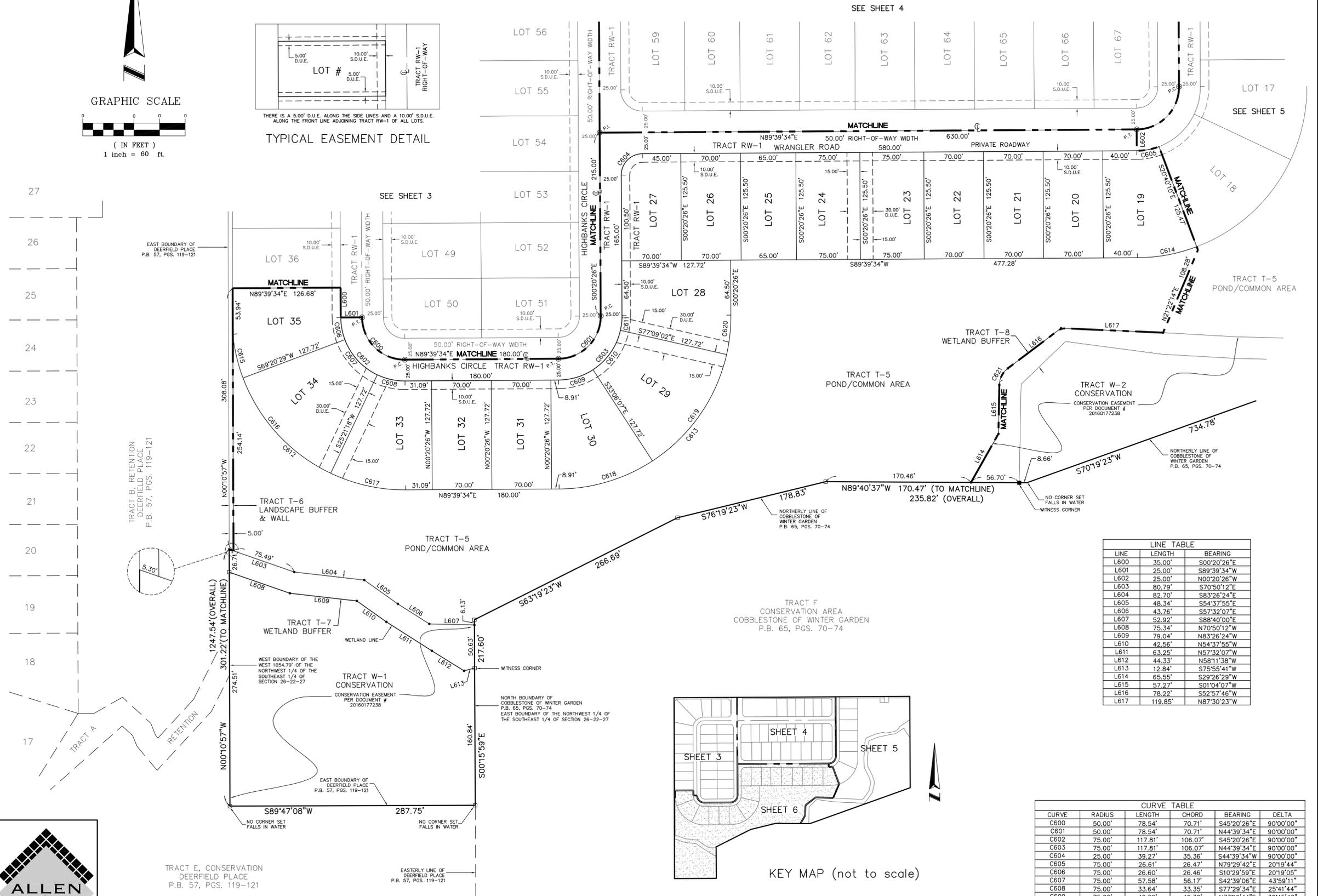
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CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

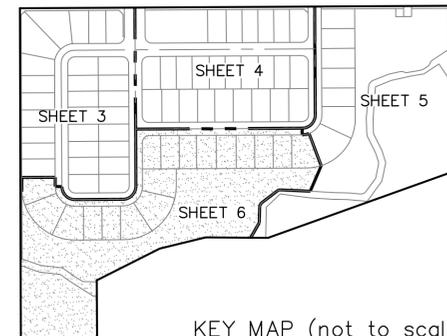


TYPICAL EASEMENT DETAIL



LINE	LENGTH	BEARING
L600	35.00'	S00°20'26"E
L601	25.00'	S89°39'34"W
L602	25.00'	N00°20'26"W
L603	80.79'	S70°50'12"E
L604	82.70'	S83°26'24"E
L605	48.34'	S54°37'55"E
L606	43.76'	S57°32'07"E
L607	52.92'	S88°40'00"E
L608	75.34'	N70°50'12"W
L609	79.04'	N83°26'24"W
L610	42.56'	N54°37'55"W
L611	63.25'	N57°32'07"W
L612	44.33'	N58°11'38"W
L613	12.84'	S75°55'41"W
L614	65.55'	S29°26'29"W
L615	57.27'	S01°04'07"W
L616	78.22'	S52°57'46"W
L617	119.85'	N87°30'23"W

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C600	50.00'	78.54'	70.71'	S45°20'26"E	90°00'00"
C601	50.00'	78.54'	70.71'	N44°39'34"E	90°00'00"
C602	75.00'	117.81'	106.07'	S45°20'26"E	90°00'00"
C603	75.00'	117.81'	106.07'	N44°39'34"E	90°00'00"
C604	25.00'	39.27'	35.36'	S44°39'34"W	90°00'00"
C605	75.00'	26.61'	26.47'	N79°29'42"E	20°19'44"
C606	75.00'	26.60'	26.46'	S10°29'59"E	20°19'05"
C607	75.00'	57.58'	56.17'	S42°39'06"E	43°59'11"
C608	75.00'	33.64'	33.35'	S77°29'34"E	25°41'44"
C609	75.00'	42.88'	42.30'	N73°16'44"E	32°45'40"
C610	75.00'	57.66'	56.25'	N34°52'26"E	44°02'55"
C611	75.00'	17.27'	17.23'	N06°15'16"E	13°11'25"
C612	202.72'	299.46'	272.97'	S48°01'18"E	84°38'17"
C613	202.72'	318.43'	286.69'	N44°39'34"E	90°00'00"
C614	200.00'	71.14'	70.76'	N79°28'11"E	20°22'45"
C615	202.72'	52.92'	52.77'	S13°10'50"E	14°57'21"
C616	202.72'	155.63'	151.84'	S42°39'06"E	43°59'11"
C617	202.72'	90.91'	90.15'	S77°29'34"E	25°41'44"
C618	202.72'	115.91'	114.34'	N73°16'44"E	32°45'40"
C619	202.72'	155.85'	152.04'	N34°52'26"E	44°02'55"
C620	202.72'	46.67'	46.57'	N06°15'16"E	13°11'25"
C621	25.00'	22.64'	21.88'	S27°00'57"W	51°53'39"



KEY MAP (not to scale)

SHEET INDEX
 Sheet 1 of 6 - legal description, dedication,
 Surveyor's notes & legend.
 Sheet 2 of 6 - boundary information.
 Sheets 3 through 6 of 6 - geometry



16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787
 (407) 654-5355

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: August 5, 2016

Meeting Date: August 11, 2016

Subject: RFP 15-103 – Sale and Redevelopment of city-owned Property at 109 S. Boyd St.

Discussion: The Request for Proposals (RFP) for the sale and redevelopment of city-owned property at 109 S. Boyd Street generated one proposal. The proposal was submitted by the Tremaine Boyd LLC (TB LLC). The three partners are John Rinehart with Civitas Consulting Inc., Frank Starkey with People Places LLC and Jim Costello with J&J Building.

The TB LLC is proposing to build a three story building with 8,600 sq. ft. of commercial on the first floor and a 2nd and 3rd floor of high-end apartments (18,820 sq. ft.). In order to make the project financially feasible, they are requesting relief from certain impact fees. Staff has reviewed the proposal and has determined that the relief is reasonable in order to build a residential project of this size—other proposals for this type of project downtown have necessitated building at least 200 units and building at least 5 stories. The difference in net income per year (before carrying cost of the loan) for this project compared to a similar project of entirely commercial is approximately \$135,000 per year (\$2.7 million over the life of a 20 year loan).

Recommended Action:

Recommend to approve sale of land at 109 S. Boyd Street to Tremaine Boyd LLC. for \$152,000, waive the \$174,177 transportation impact fees and waive other fees of approximately \$235,484. In exchange, the Tremaine Boyd LLC will be required to build the project as detailed in the RFP with approximately 8,600 sq. ft. of commercial space on the 1st floor and a total of approximately 18,820 sq. ft. of residential on the 2nd and 3rd floors.

Attachments/References:

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Planning Consultant

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016

Meeting Date: August 11, 2016

Subject: Parking Agreement
161 South Boyd Street
Parcel ID # 23-22-27-2888-08-070

Issue: Applicant is requesting to enter into an agreement to waive a portion of their parking fees to redevelop the property with a +/- 4,500 square foot office building.

Discussion:

The applicant is proposing to demolish the existing duplex and redevelop the site with a +/- 4,500 square foot office building. The office use requires a minimum of 13 parking spaces and the owner is requesting to enter into an agreement to dedicate 10 feet of right-of-way to the city and for us to waive \$40,000.00 (\$5,000 per space) in parking fees for 8 of the required spaces. This additional right-of-way provides the City with options to accommodate the entrance into the new parking garage.

Recommended action:

Staff recommends approval of the proposed agreement.

Attachments/References:

Architectural Review Board Staff Report



Architectural Review and Historic Preservation Staff Report

Report Date: July 15, 2016

Subject Property: 161 S Boyd Street

Property Owner: Brett Claflin (Kelso Investments, LLC)

Item for Review: Construction of a new 4,500 sq. ft., one-story commercial building.

Prepared By: ARHPB Staff-

Tanja Gerhartz, Economic Development Director

Steve Pash, Community Development Director

Kelly Carson, Urban Designer

Mark Jones, Building Official

Introduction

The subject property is located at 161 S Boyd Street.

The property is owned by the applicant, who intends to construct a new 4,500 sq. ft., one-story commercial building with associated site improvements. The property was recently rezoned to C-1 (Central Commercial District) and is located on S Boyd Street, directly south of the existing municipally-owned Winter Garden Art Association SOBO Building (Old Fire Station) and east of the City's new public parking garage, which is currently under construction. There is an existing non-contributing structure on the property: a one-story +/- 1,700 sq. ft. duplex that was constructed in 1948. The applicant is planning to demolish this structure, which is in poor condition, to build the new commercial building.

The purpose of this report is to evaluate the applicant's new project proposal.

EXHIBIT "A" **Subject Property – Location Map**

161 S Boyd Street



Existing Conditions

There is an existing one-story +/- 1,700 sq. ft. duplex building on the property currently. This duplex is a concrete block structure with a painted stucco surface and was built in 1948. It is non-contributing and is in poor condition. The applicant intends to demolish this structure in order to build the new commercial building on the property.

EXHIBIT "C"
Subject Property – Existing Conditions
161 S Boyd Street





Contributing Structure

The existing duplex on the property is not a contributing structure.

Adjacent Conditions

The adjacent properties include a parcel to the east of the subject property at 11 W Smith Street, which contains a residential non-contributing masonry duplex building that was constructed in 1984. The single-family residential property to the south of the subject property at 21 W Smith Street contains a non-contributing two-story masonry building that was constructed in 1947. The property to the west at 160 S Boyd Street contains the two-story, three level municipal parking garage, which is currently under construction. When finished, the parking garage building facade will include brick, concrete with a stucco finish, and cast stone. The parcel to the north at 127 S Boyd Street contains the Winter Garden Art Association SOBO building (Old Fire Station building), which is a non-contributing two-story commercial masonry-vernacular building with Mediterranean Revival style features that was constructed in 1938.

EXHIBIT “D” Adjacent Properties

11 W Smith Street



21 W Smith Street



160 S Boyd Street



127 S Boyd Street



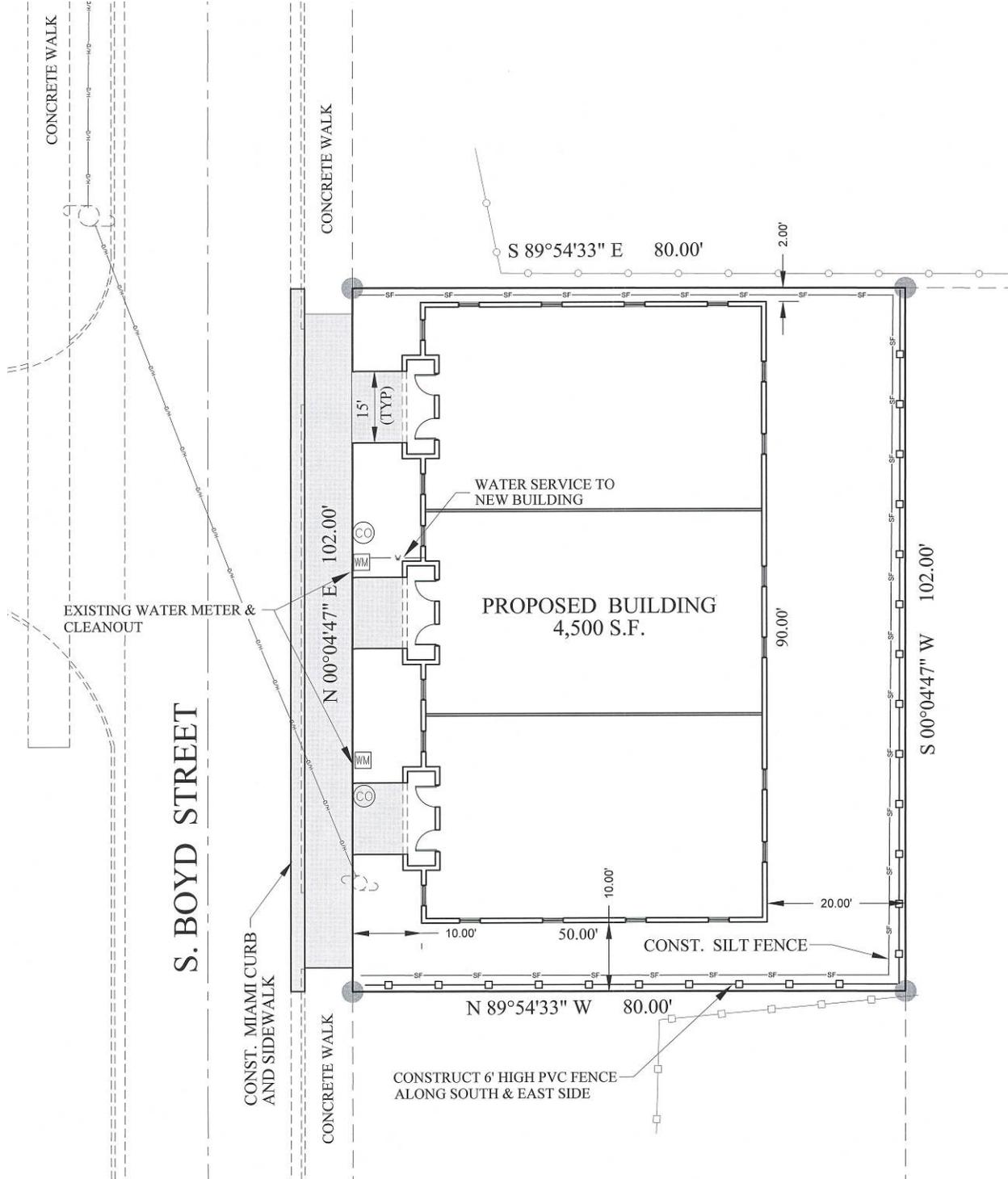
Proposed Changes / Additions

The applicant is proposing to construct a new 4,500 sq. ft., one-story building, which will provide commercial space for office uses. The building will be set back approximately 8'-10' from the adjacent sidewalk on S Boyd Street, which is consistent with other historic downtown commercial properties and will provide space for pedestrian activities, landscape areas, and street furnishings. The site will include landscaping and hardscape pathways to the front doors of the suites.

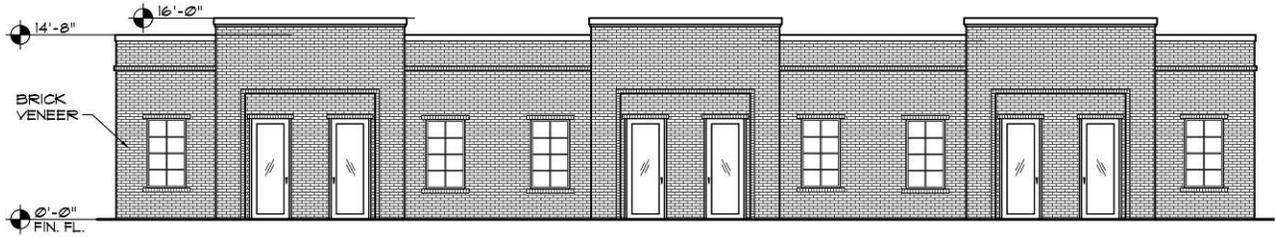
The proposed building will feature a mercantile/masonry vernacular style of architecture, with three suites with storefronts and covered entries. The building will feature a brick parapet wall along the front elevation with a decorative cornice. The parapet will be taller over the covered entries, reaching a height of 16', while the remaining building will be 14'-8" tall. The entire front elevation will be clad in brick, with decorative brick string courses forming the lintels and sills of the windows and doors. There will also be a brick string course along the base of the parapet wall.

The applicant is proposing to install a double-door storefront for each suite, with the doors separated by a portion of brick wall. The side and rear elevations are proposed to be stuccoed and painted. These elevations will also feature brick string courses forming the lintels and sills of the windows. The applicant is also proposing to add a cornice along the roofline of the right and left side elevations.

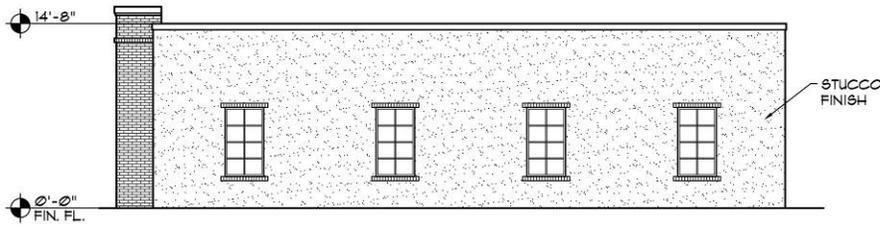
EXHIBIT "E"
Proposed Site Plan



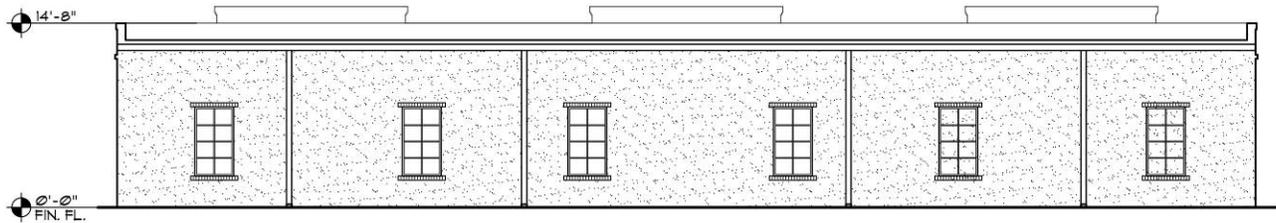
Building Elevations



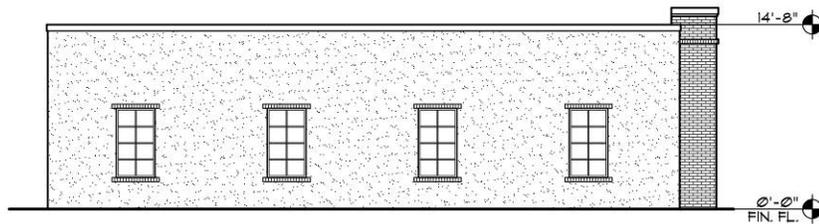
FRONT ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"

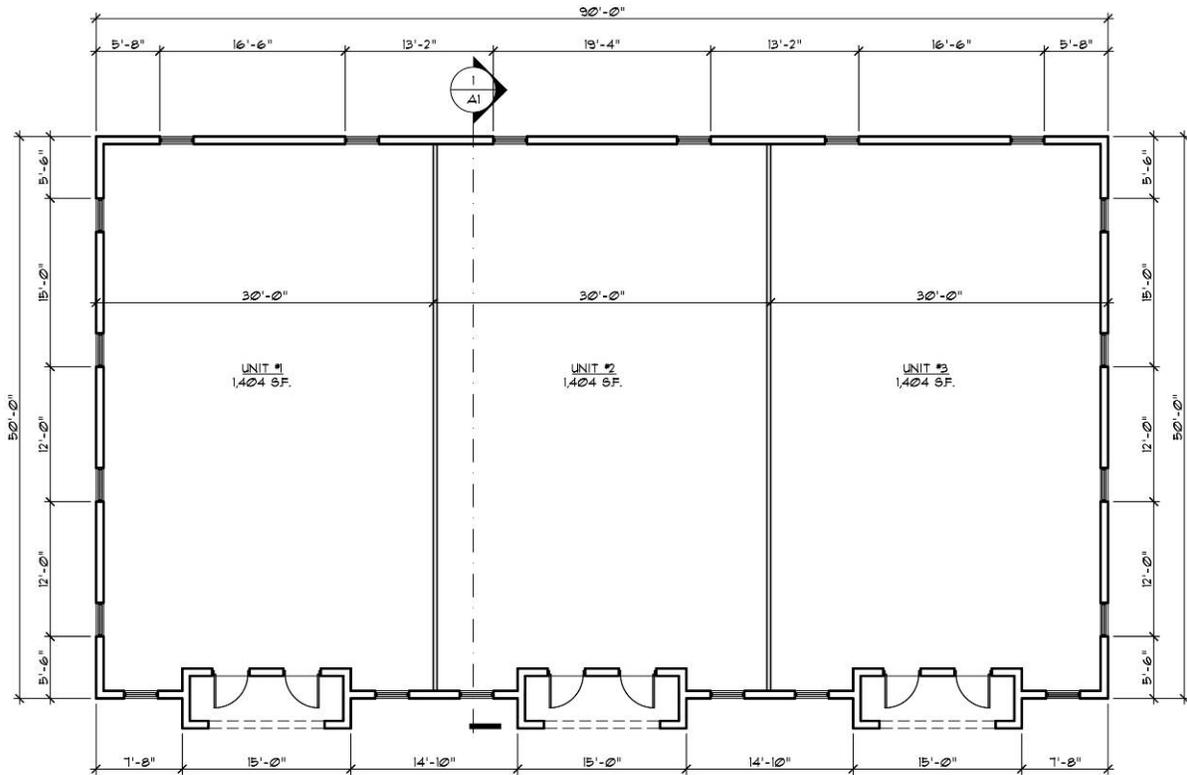


REAR ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"

Proposed Floor Plan



FLOOR PLAN
SCALE: 1/8" = 1'-0"

Architecture Example



Staff Analysis

Reference:

Ordinance 10-05

...it is the purpose of this ordinance to encourage new commercial buildings and developments in the business district that are harmonious with the existing local historic flavor of the eclectic late nineteenth century and early twentieth century Florida vernacular architecture.

Create and enhance walkable, pedestrian-oriented streets with human scale architecture, public spaces, street furnishings and indigenous landscaping;

Improve the visual appearance and physical access to side streets from Plant Street between and including Park Avenue and Dillard Street.

Sec. 98-192. General criteria and standards.

(2) Standards for new construction, additions and alterations. When considering an application for Certificate of Approval, ARHPB shall adhere to the standards contained in this Section as set forth in the adopted Design Standards and Guidelines Manual. The purpose of these design standards is to ensure that all new construction, maintenance, alterations, and additions to structures in the Historic District or to a historic landmark is in accordance with the character of the landmark or district.

(4) *Architectural Styles.* ...Major alterations that would substantially restore or otherwise change the appearance of a non-Contributing Structure shall be consistent with the *Design Standards and Guidelines Manual*...

(5) General standards for all properties. In order to ensure compliance with the objectives to both preserve existing properties, and promote redevelopment and new development ...

(7) Commercial lot layout.

a. Setbacks:

i. New Buildings. New buildings within the Commercial District shall have a zero to five foot setback from the property line. When fronting on a secondary street other than West Plant Street, new buildings shall have a setback of two (2) to twelve (12) feet. Side setbacks shall have a zero (0) to twenty-four (24) foot setback. Rear setbacks shall be at least a three (3) foot minimum.

b. Front Buildout. Building facades within the Commercial Historic Downtown District shall extend along the street to a minimum of ninety (90%) percent of the lot width for interior lots and sixty (60%) percent for corner lots.

C. Parking Areas and Standards.

i. Parking Areas. Parking areas shall be located to the side and rear of the building ...A secondary pedestrian entrance may be provided in the back of the business to provide direct customer access in front of parking areas...Architectural embellishments, awnings, landscaping and signs shall be used to mark the secondary entrance. The design of the rear of the building shall be consistent with the front façade.

ii. Parking Standards. Parking standards for new building square footage shall be consistent with city parking regulations. Shared parking, where permitted, is

encouraged. As an alternative to providing project parking a project may contribute into the city's downtown parking fund, in accordance with Section 118-1389 (Ordinance 09-04) as amended.

iii. Building Functions. Building functions and uses shall be limited to commercial retail or office on the first floor; residential, commercial, office, parking or lodging on the second floor. Civic and religious assembly functions are permitted on the ground and upper floors.

(8) *Standards for all Structures.*

- (a) To maintain the predominant scale and proportion in the historic district, new buildings, additions, and alterations shall be designed so that elements of the building façade are aligned with the façade elements of the neighboring structures (e.g., windows, doors, canopies, storefronts, awnings, etc.).
- (b) New construction shall be compatible with the size and scale of the property, neighborhood, and immediate environment.
- (c) All new buildings shall have the main entrance oriented to the principal street and in full view of the public right-of-way.

(10) *Commercial building form.*

(a) New and restored buildings shall be designed with architectural features and patterns that provide visual interest from the perspective of the pedestrian, bicyclist, as well as vehicular traffic. New buildings shall be designed in the mercantile/masonry vernacular or such other authentic styles from the late 19th century and early 20th century as may be identified in the Design Standards and Guidelines Manual.

(b) Building heights.

- 1. The height of buildings in the commercial historic district shall not exceed 60 feet, including roof, parapet or cornice. Buildings at the corner of two streets may have embellishments at the corner that are proportionately higher, not to exceed five additional feet for a total of 65 feet. Buildings in the commercial historic district shall not exceed four stories. To minimize a "canyon" effect, the fourth story of buildings in the commercial historic district shall be set back between five to ten feet from any street side façade of the building.

(d) *Scale and massing.*

- 1. The scale and massing of the lower floors of new structures and their architectural elements shall be similar to contributing structures in the historic district. Any new structure that exceeds 50 linear feet along any street frontage shall break up the appearance of the façade's mass by adding projections and recesses to make the structure similar in scale to contributing structures in the historic district.
- 2. New buildings and additions shall include substantial variations in massing such as changes in height and the horizontal plane.
- 3. Horizontal masses shall not exceed a height/width ratio of 1:3 without a substantial architectural element that either projects up

or away from the building such as a tower bay, lattice, or other architectural feature (e.g., a substantial architectural element shall be added to a building exceeding 30 feet in height, with 90 feet of frontage).

4. New building walls shall be enhanced by the use of vertical elements, articulation and landscaping to avoid architectural monotony.
- e. Roofs and Mechanical Equipment.
- (3) Any structure placed on the roof shall be located at least ten (10) feet from the perimeter or edge of the structure.
 - (i) *Utility and refuse area.* Above ground utilities and refuse storage areas shall have necessary screening. Trash receptacles shall be accessible by appropriate vehicles for maneuvering and disposal of refuse.

Summary

The proposal is to demolish an existing one-story non-contributing duplex structure and construct a new 4,500 sq. ft., one-story commercial building. The proposed masonry vernacular building will house professional offices.

Staff Recommendation

The ARHP Staff has reviewed the information submitted by the applicant and recommends *approval of the request subject to certain conditions and staff modifications*. The ARHP Board may add additional conditions or requirements that further the intent and purpose of the Historic Downtown District Overlay.

The staff conditions of approval for the proposed project design are as follows:

1. The parapet walls over the covered entries should be at least 1 foot higher to provide greater vertical building variation.
2. The architectural elements along the side elevations are required to be similar to the front elevation as these elevations will be visible from S Boyd Street. This includes building materials (brick), architectural elements, variation, and massing.
3. The two door configuration with a wall in between is not consistent with other storefronts downtown. Either install a single door with adjacent storefront windows and transom window as shown in the Architectural Example, or move the two doors closer together and add a transom and adjacent storefront windows.
4. Any new paint colors are required to be reviewed and approved by City Staff. Any new brick materials shall be the same color and type as those found on adjacent historic downtown buildings.

5. Any proposed signage will require a separate review and approval by City Staff during the permitting process.
6. Rooftop equipment is not permitted to be visible from the right-of-way.
7. To meet the building's parking requirements, the applicant should consider installing parallel street parking spaces.
8. This development is required to meet all of the requirements of the City of Winter Garden Code of Ordinances, as well as all state and federal development regulations.
9. Applicant must apply for and receive board approvals for the proposed site plan as well as apply for all required building permits.

APPEAL PROCEEDURES

SECTION 98-190

(11) APPEALS.

- (A) TIME FOR APPEAL.** ANY SUBSTANTIALLY AFFECTED PARTY MAY APPEAL ANY DECISION OF ARHPB TO THE CITY COMMISSION BY FILING, WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE DECISION WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, A WRITTEN NOTICE OF APPEAL AND AN APPEAL FEE AS ESTABLISHED BY THE SCHEDULE OF FEES. THE NOTICE SHALL SET FORTH CONCISELY THE DECISION APPEALED FROM AND THE REASON OR GROUNDS FOR THE APPEAL.
- (B) RECORD IN UNDERLYING PROCEEDINGS.** APPLICANT SHALL SUBMIT TWELVE (12) SETS OF THE APPLICATION PLANS AND OTHER INFORMATION THAT WAS PART OF THE APPLICATION SUBMITTED TO THE CITY AND ARHPB WITH THE APPEAL.
- (C) DECISION.** AN APPEAL OF A DECISION RENDERED BY ARHPB SHALL BE HEARD BY THE CITY COMMISSION, WHICH SHALL HEAR AS A PUBLIC HEARING AND CONSIDER ALL FACTS MATERIAL TO THE APPEAL AND RENDER A DECISION. THE CITY COMMISSION MAY AFFIRM, MODIFY OR REVERSE ARHPB'S DECISION. THE DECISION OF THE CITY COMMISSION SHALL CONSTITUTE FINAL ADMINISTRATIVE REVIEW. APPEALS FROM DECISIONS OF THE CITY COMMISSION MAY BE MADE TO THE COURTS AS PROVIDED BY THE FLORIDA RULES OF APPELLATE PROCEDURE.
- (D) CONSOLIDATION OF APPEALS.** IF AN APPLICANT HAS TIMELY APPEALED AN ARHPB DECISION IN CONJUNCTION WITH A TIMELY APPEAL OF A DETERMINATION OF THE DEVELOPMENT REVIEW COMMITTEE ("DRC") OR A PLANNING AND ZONING BOARD DECISION, AND THE APPEALS PERTAIN TO THE SAME PROJECT OR APPLICATION, SUCH APPEALS, IF STILL PENDING, SHALL, IN THE INTEREST OF ADMINISTRATIVE ECONOMY, BE CONSOLIDATED AND SCHEDULED FOR A SINGLE PUBLIC HEARING BEFORE THE CITY COMMISSION AS TO ALL MATTERS RAISED IN BOTH OR ALL APPEALS. NOTWITHSTANDING THE REQUIREMENTS OF ARTICLE II, DIVISION 5, OF CHAPTER 119 OF THIS CODE, OR ANY OTHER APPELLATE PROVISIONS OF THIS CODE, AN APPEAL CONSOLIDATE PURSUANT TO THIS SUBPART SHALL BE NOTICED AND HEARD IN THE SAME MANNER AS APPEALS FROM THE PLANNING AND ZONING BOARD AS SET FORTH IN §98-31 OF THIS CODE.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Assistant City Manager – Public Services
Via: Mike Bollhoefer, City Manager
Date: August 3, 2016 **Meeting Date:** August 11, 2016
Subject: Approve the bids and award the contract for the Reclaimed Water Booster Pump Station project.
Issue: On June 30, 2016, the City received the following four bids for the construction of this project:

CenState Contractors, Inc.	\$368,600
Close Construction, LLC	\$416,520
SGS Contracting Services, Inc.	\$374,302
Villages Construction, Inc.	\$388,500

The pump station will be located on Avalon Road, south of the Turnpike. Its purpose is to boost the flow and pressure within the existing reuse water main on Avalon Road, which will supply reuse water to the Tucker Oaks, Oakland Park, and Brandy Creek subdivisions.

The engineer of record, WSP/Parsons Brinckerhoff, has evaluated these bids as well as the references each company provided and has recommended CenState Contractors, Inc., as the lowest qualified, responsive, and responsible bidder.

Staff recommends adding a contingency of 10%, bringing the total project amount to \$405,460.

Recommended Action:

Recommend approving the bids and awarding a contract for the Reclaimed Water Booster Pump Station project to CenState Contractors, Inc., for \$368,600, plus a 10% contingency, bringing the total project amount to \$405,460.

Attachments/References:

Engineer's letter of recommendation packet (including bid tabulation)

To: Donald Cochran, City of Winter Garden
From: Elisabetta Natale, Parsons Brinckerhoff, Inc.
Date: July 18, 2016
Project Name: Reclaimed Water Booster Pump Station at Avalon Road
Project Number: City of Winter Garden PN 14-015 / PB Project 173820B
Subject: Letter of Recommendation to Award Construction Contract

Dear Mr. Cochran:

Enclosed please find Parsons Brinckerhoff, Inc. (PB)'s review and evaluation of the four (4) Contractor's bids for the above referenced project as received on June 30, 2016. The objective of this evaluation is to assist the City of Winter Garden with their final selection of a Contractor to perform the work as specified in the project's bid documents.

Our evaluation of the submitted bids was based on price, compliance with the bid requirements, similar project experience, and supplied references.

The project total base bid prices are listed in alphabetical order as follow:

Bidder	Lump Sum Bid Amount
CenState Contractors, Inc.	\$368,600
Close Construction, LLC	\$416,520
SGS Contracting Services, Inc.	\$374,302
Villages Construction, Inc.	\$388,500

PB verified the bidders' references for compliance with the provisions and requirements to bid the project.

In SECTION 16900 – PROCESS INSTRUMENTATION AND CONTROLS – GENERAL PROVISIONS – Part 1 – A. DESCRIPTION, the project manual indicates that the Contractor shall include in his bid, the name of the Primary Instrumentation and Control System Supplier that will be used to furnish the system. The Primary Instrumentation and Control System Supplier approved in the specification are limited to the following:

- a. Curry Controls, Lakeland Florida
- b. Rocha Controls, Tampa Florida
- c. C2I Controls, Tampa Florida
- d. Unitron Controls, Tampa Florida

CenState Contractors, Inc. submitted the lowest base bid in the amount of \$368,600. That is approximately 8% below the Engineer's estimate of \$400,000. CenState Contractors, Inc., provided references for three (3) projects performed in Central Florida within the last 6 years which demonstrate experience and ability to perform the scope of work required by the Reclaimed Water Booster Pump Station at Avalon Road project. Nevertheless, CenState Contractors, Inc. failed to include any Primary Instrumentation and Control System Supplier, as required.

Following up PB's request to provide the missing pieces of information, CenState Contractors, Inc. submitted a letter of clarification and the revised Page 2 and Page 3 of SECTION 00401 Questionnaire (attached to this document), indicating the selection of Rocha Controls with an estimated not-to-exceed subcontract amount of \$122,500.

The references provided by the other bidders were also evaluated as part of the assessment process. Please refer to the enclosed Bid Review Table containing these evaluations.

In summary, PB has determined that CenState Contractors, Inc. has provided sufficient references of similar projects to substantiate eligibility to complete the proposed work for the Reclaimed Water Booster Pump Station at Avalon Road project. Therefore, it is our recommendation for the consideration of the City of Winter Garden that the Contract for PN 14-015 be awarded to CenState Contractors, Inc.. This recommendation is subject to the City of Winter Garden's internal review and final decision.

PB appreciates the opportunity to provide this assessment and assist the City of Winter Garden's final selection of Contractor for this project.

Please let me know if you have any questions or need any further assistance.

Respectfully submitted,

Parsons Brinckerhoff, Inc.

Elisabetta Natale, PE, ENV SP

cc: Tom Perusits, PE

REVIEW BID TABLE				
City of Winter Garden, FL - Reclaimed Water Booster Pump Station at Avalon Road				
PN 14-015	CONTRACTOR			
	CenState Contractors, Inc.	Close Construction, LLC	SGS Contracting Services, Inc.	Villages Construction, Inc.
Lump Sum Bid Amount	\$368,600	\$416,520	\$374,302	\$388,500
% Diff from Engineer's OPC	-8%	4%	-6%	-3%
Acknowledgment of Addenda	Complete	Complete	Complete	Complete
Bid Bond	Complete	Complete	Complete	Complete
Compliance FL Trench Safety Act	Complete	Complete	Complete	Complete
General Contractor and Underground Utility/Excavation Licenses	Complete	Utility/Excavation Licence missing	Complete	Utility/Excavation Licence missing
Non-collusion Affidavit	Complete	Complete	Complete	Complete
Questionnaire	Complete	Complete	Complete	Complete
Drug-free Workplace	Complete	Complete	Complete	Complete
Years of Experience	31	27	9	5
Sub Contract Amount	\$138,500	\$138,500	\$150,000	\$50,000
Primary Instrumentation and Control System Supplier	Rocha Controls	Rocha Controls	Unitron Controls	Missing
References Verification	Complete	Complete	Complete	Complete



July 14, 2016

City of Winter Garden

c/o Ms. Elisabetta Natale, P.E., ENV Sp
WSP – Parsons Brinckerhoff
Orlando, Florida

Via E-Mail Only: Natale@pbworld.com

Re: **City of Winter Garden Reclaimed Water Booster Pump Station at
Avalon Road - Project No. PN014-015**

Dear Ms. Natale:

CenState Contractors, Inc. sincerely apologizes for failing to submit this information. The bid form did not have a place to list the Instrumentation and Control System Supplier; therefore we did not include it.

CenState intends to utilize Rocha Controls, Tampa, Florida.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Scott Short', written in a cursive style.

B. Scott Short
President

BSS/djm

4. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions.

Yes.

5. Will you Subcontract any part of this Work? If so, describe which portions.

Yes. Electrical and Instrumentation and Controls

6. List the names and addresses of the subcontractors to be used for the portions of the Work listed below. Bidder shall perform at least 50% of work by own forces.

Subcontract	Name and Address of Subcontractor	Subcontractor Certification Registration No. and Name	Estimated Not-to-Exceed Subcontract Amount (\$ Dollars)
Electrical	Brock Industrial Electric Winter Haven, FL	EC0002177	\$16,000.00
Instrumentation & Controls	Rocha Controls, Tampa, FL	N/A	\$122,500.00
TOTAL SUBCONTRACT AMOUNT NOT-TO-EXCEED			\$138,500.00

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016 **Meeting Date:** August 11, 2016

Subject: Award a contract for the Radio-Read Water Meter Replacement project to Utility Solutions of America, Inc., through a piggy-back contract with the City of Callaway, Florida.

Issue: The City's project consists of replacing approximately 2,800 water meters that are not registering accurately. The City of Callaway's project is the same, namely, replacing old water meters with the Sensus FlexNet water meter the City currently uses. The City will supply the water meters and assorted meter fittings as needed. Utility Solutions of America, Inc., has quoted a price of \$30.52 per meter.

The approximate cost of the project is \$85,456. Staff recommends adding a 10% contingency, bringing the total project cost to \$94,001.60.

Recommended Action:

Award the Radio-Read Water Meter Replacement project to Utility Solutions of America, Inc., with a contract cost of \$84,456, including a 10% contingency, bringing the total project cost to \$94,001.60.

Attachments/References:

- Contract with Utility Solutions of America, Inc.
- Letters of reference

METER REPLACEMENT SERVICES AGREEMENT
PIGGYBACK AGREEMENT TO AGREEMENT BETWEEN THE CITY OF CALLAWAY AND UTILITY SOLUTIONS OF AMERICA, INC. (USA) DATED APRIL 27, 2015

THIS METER REPLACEMENT SERVICES AGREEMENT (this “Agreement”) is entered into by and between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as “City”), and UTILITY SOLUTIONS OF AMERICA, INC., whose principal address is 1074 Eagles Brook Drive, Locust Grove, GA 30248 (hereinafter referred to as “USA”).

WHEREAS, the City desires to engage an independent contractor to perform meter replacement and installation services; and

WHEREAS, the City of Callaway (the “Callaway”) has previously selected USA through the competitive procurement process to provide Callaway with meter replacement and installation services and Callaway entered into that certain Agreement for Between City of Callaway and Utility Solutions of America to provide such services, a true and accurate copy of which are attached hereto as **Exhibit “A”** and incorporated herein by this reference (collectively herein “Original Government Contract”); and

WHEREAS, the City has reviewed the Original Government Contract and has found the scope of services, unit prices, and other terms and conditions as set out in the such contract to be reasonable, acceptable and of benefit to the City’s citizens; and

WHEREAS, the City has determined that use and procurement of USA’s services pursuant to the unit prices, terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City.

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City agrees to enter into and does hereby enter into this Agreement with USA, and USA agrees to enter into and does hereby enter into this Agreement with the City for meter replacement and installation services as set forth herein:

1. **RECITALS:** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. **SERVICES.** USA shall provide the City with meter replacement and installation services in accordance with the scope of services and other terms and conditions of the Original Government Contract between Callaway and USA attached hereto as **Exhibit “A,”** except that the “City of Winter Garden” shall be substituted for the “City” and references to “CITY OF CALLAWAY,” and shall exclude the Notice to Proceed issued by Callaway. For services rendered by USA to the City, the City shall pay to USA the unit prices specified in the Original Government Contract for the work assigned by the City, which is \$30.52 per meter. The total compensation to be paid to USA under this Agreement shall not exceed \$94,001.60. The City

anticipates having replaced up to 2,800 meters but is under no obligation to do so. USA shall not be paid for any work performed without authorization by the City. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. The City shall have no liability or responsibility for or concerning USA's services performed for Callaway.

This Agreement is non-exclusive. The City does not guarantee, warrant, or represent that any number of projects, or type of work will be assigned to the USA under the terms of this Agreement. The City shall have the sole discretion to select the project(s), if any, that may be given to USA. The City reserves the right to request and retain other contractors to perform any project, work, service or task within the scope of work under this Agreement.

3. **TERM/TERMINATION.** The initial term of this Agreement shall be from the Effective Date until September 30, 2017, unless terminated earlier in accordance with this Agreement. Thereafter, this Agreement may, by mutual written assent of the parties, be renewed for one additional City-fiscal year term running October 1st to September 30th (renewal term) and expiring on September 30, 2018, unless terminated earlier in accordance with this Agreement. The initial term and any renewal term hereunder shall collectively be referred to in this Agreement as the "Term." The other termination provisions of the Original Government Contract are incorporated herein by this reference.

5. **INSURANCE.** Within ten (10) days from the Effective Date and prior to rendering services to the City, the USA shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. USA shall maintain required insurance coverage and the performance bond during the term of this Agreement.

6. **GOVERNING LAW.**

(A) Laws/Venue/Mediation. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement and its exhibits, and performance of services hereunder shall be in Orange County, Florida before County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

Any disputes, claims or counterclaim between City and USA 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.

(B) Sovereign Immunity. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or of any other privilege, immunity or defense afforded to the City and its officials, officers, agents and employees under law.

(C) Non-Appropriation. 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 City Commission of funds therefore. When 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, without further cost, penalty or obligation to the City, provided that, notwithstanding the foregoing, the City shall be responsible for all services requested by the City and performed by USA.

(D) No Damages Against City for Delay. Notwithstanding any other provisions of this Agreement and the Original Government Contract, USA's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond USA's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the City or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under the applicable service authorization. Without limiting the foregoing, USA shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred.

(E) Public Records Law. USA 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, records in USA or City's control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119,

Florida Statutes, unless there is an applicable exemption or confidential provision under state law or are otherwise not legally considered a public record. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other records of the USA regardless of form that are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the City's City Clerk. While in the possession and control of USA, at USA's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act and comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes, and further USA shall allow inspection of such records in accordance with the Public Records Act. USA hereby indemnifies and hold harmless the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning USA's violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. Contractor affirmatively agrees to comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes. **IF USA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Kathy Golden, City Clerk, 300 West Plant Street, Winter Garden, Florida, 34787; Email – kgolden@cwdgn.com ; Telephone – (407) 656-4111, ext. 2254.**

(F) Legal Compliance.

(i) USA hereby represents and warrants to City that USA has the knowledge, experience and skill to perform the services required to be performed by it hereunder; that USA shall comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of City.

(ii) USA and its employees and agents shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes and Ordinances of the City of Winter Garden) which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by USA to its employees. USA shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.

(iii) USA shall, during the Term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, or federal law, in order for USA to render its services or work as described herein.

(iv) USA shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or

cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(v) USA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for USA to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for USA, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability.

(G) Severability. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

(H) Indemnification. USA shall indemnify, save, and hold harmless the City and its elected officials, officers, attorneys, employees and agents from and against all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the City at all trial and appellate levels), arising out of or resulting from the performance or nonperformance of the work and services within the scope of this Agreement to the extent caused in whole or part by any error, negligence, grossly negligent or reckless act or omission, malfeasance or misfeasance of USA or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida law, USA acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. The maximum monetary limit of indemnification provided by USA under this paragraph and other indemnifications contained within this Agreement (including as incorporated herein through the Original Government Contract) is two million dollars (\$2,000,000.00) per occurrence, which the City and USA agree bears a commercially reasonable relationship to this Agreement and the work and services. This subsection shall survive expiration and termination of this Agreement.

(I) USA represents and warrants that the information contained within the certifications and statements made by USA in response to the invitation for bid issued by Callaway and within the Original Government Contract are true and correct on the Effective Date of this Agreement, and said certifications, representations and warranties are hereby made to the City.

(J) False Claims. If USA 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 USA, USA 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 USA's claim. The City and USA 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. USA agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

(K) Deductive Change Orders. At any time and without penalty or cost, City shall have the right to reduce or eliminate any portion of the services not yet performed by USA from this Agreement through a unilateral directive or change order, and reduce the contract price accordingly based on unit prices for the portion of the services being eliminated.

(L) No Liens: USA acknowledges and agrees that the real property for which each project and work is being constructed upon and the project itself is owned by a municipality either in fee, by easement or other property interest, 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. USA and its subcontractors, materialmen, laborers, vendors and all others claiming by and through USA shall not record or file any claims of lien concerning any project, work, or any portion thereof.

7. **NOTICE**. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To USA: Utility Solutions of America, Inc.
Attn: Gary St. Clair
1074 Eagles Brook Drive
Locust Grove, GA 30248

To City: City of Winter Garden
Director of Public Services
300 West Plant Street
Winter Garden, Florida 34787

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

8. **EFFECTIVE DATE**. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of Winter Garden City Commission.

[Signature Page on Next Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

Utility Solutions of America, Inc.

**CITY OF WINTER GARDEN, a
Florida municipal corporation**

By: _____

Its: _____

Date: _____

Attest: _____

By: _____

By: Michael Bollhoefer

Its: City Manager

Approved by the City Commission on
August 11, 2016.

**Agreement Between
CITY OF CALLAWAY (City)
And
UTILITY SOLUTIONS OF AMERICA (USA), (Contractor)**

CITY OF CALLAWAY, also referred to herein as Engineer/Owner, hereby contracts with Utility Solutions of America (USA) (Contractor) to perform work ("Work") in connection with, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, the Exhibits described in Section 3, Change Orders, Work Directive Changes, Field Orders and Amendments. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. CITY OF CALLAWAY shall furnish to the Contractor up to three (3) set(s) of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. CONTRACT AMOUNT.

For satisfactory completion of the Work, the CITY OF CALLAWAY agrees to pay the Contractor the following amount in accordance with the terms of this Agreement.

\$30.52 per meter not to exceed \$187,392.80, unless an increase is authorized by the City, over a three (3) year contract period for labor to install meters and readers throughout the City and the City to supply any needed materials. City anticipates installing 6,140 5/8"x3/4' meters but is under no obligation to do so. City shall make written requests for installations during the term of this contract and Contractor shall perform such installations within thirty (30) days of its receipt of such request unless otherwise agreed in writing by the parties. In the event that City requests fewer than 6,140 installations, this shall not be considered a change order and monies due under this Agreement shall be limited to the pricing provided for by Exhibit D.

SECTION 3. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- | | |
|------------|--|
| Exhibit A: | General Terms and Conditions |
| Exhibit B: | Insurance Requirements |
| Exhibit C: | Form of Contractor Application for Payment |
| Exhibit D: | Scope of Work |
| Exhibit E: | Notice of Award and Notice to Proceed |

SECTION 4. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the CITY OF CALLAWAY shall be in writing. All correspondence with the CITY OF CALLAWAY should be addressed as follows:

CITY OF CALLAWAY
6601 E. Hwy. 22
Callaway, FL 32404
Attention: Oscar Martinez

B. All correspondence with the Contractor will be addressed to the following:

UTILITY SOLUTIONS OF AMERICA
1074 Eagles Brooke Drive
Locust Grove, GA 30248
Attention: Gary St. Clair

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 5. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 6. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 7. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

SECTION 8. NO WAIVER.

The failure of the CITY OF CALLAWAY to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 9. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 10. SEVERABILITY.

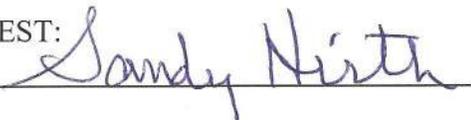
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have, executed this Agreement on the date(s) indicated below.

CONTRACTOR

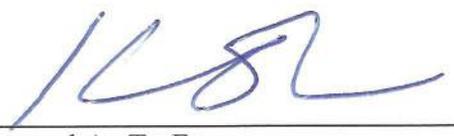
BY: 
Gary St. Clair

Its: _____ President

ATTEST: 

Date: 4/23/15
Sandy Hirth, City Clerk

[Corporate Seal]


Approved As To Form:

Office of the CITY OF CALLAWAY

Date: 4/27/15

By: Kevin D. Obos

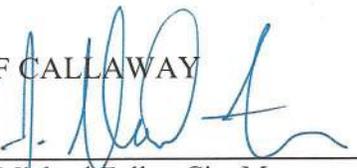
CITY OF CALLAWAY
By: 
J. Michael Fuller, City Manager

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Engineer/Owner and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the Engineer/Owner. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer/Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim, and other parts required in connection with any portion of the Work to make a complete, serviceable, finished, and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

- 2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and

quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

3. SCHEDULE.

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Engineer/Owner, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

4. PROGRESS PAYMENTS.

- 4.1. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to Engineer/Owner a complete list of all its proposed subcontractors and materials, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 4.2. Contractor shall submit two (2) copies of each of its Applications for Payment to the Engineer/Owner on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the CITY OF CALLAWAY shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the CITY OF CALLAWAY, the Contractor may make the necessary corrections and resubmit the Application for Payment. The CITY OF CALLAWAY shall, within thirty calendar days after Engineer's/Owner's and CITY's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the CITY OF CALLAWAY be obligated to pay an amount greater than that portion of the Application for Payment approved by the CITY OF CALLAWAY.

- 4.3 CITY OF CALLAWAY shall retain zero percent (0%) of the gross amount of each monthly payment request or zero percent (0%) of the portion thereof approved by the Engineer/Owner for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to CITY OF CALLAWAY.
- 4.4 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

5. PAYMENTS WITHHELD.

- 5.1. The CITY OF CALLAWAY may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The CITY OF CALLAWAY may nullify the whole or any part of any approval for payment previously issued and CITY OF CALLAWAY may withhold any payments otherwise due Contractor under this Agreement or any other agreement between CITY OF CALLAWAY and Contractor, to such extent as may be necessary in the CITY OF CALLAWAY's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, CITY OF CALLAWAY may, after three (3) days written notice, rectify the same at Contractor's expense. CITY OF CALLAWAY also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to CITY OF CALLAWAY, whether relating to or arising out of this Agreement or any other agreement between Contractor and CITY OF CALLAWAY.

6. FINAL PAYMENT.

- 6.1. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against CITY OF CALLAWAY arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by CITY OF CALLAWAY shall be deemed to be a waiver of CITY OF CALLAWAY's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the CITY OF CALLAWAY at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Engineer/Owner if sufficient information is submitted by Contractor to allow the Engineer/Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Engineer/Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Engineer/Owner within thirty calendar days after Notice of Award is received by Contractor.

8. CONTRACT TIME AND TIME EXTENSIONS.

- 8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materials, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CITY OF CALLAWAY in writing within forty-eight hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which CITY OF CALLAWAY may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from CITY OF CALLAWAY. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against CITY OF CALLAWAY will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK.

- 9.1. CITY OF CALLAWAY shall have the right at any time during the progress of the Work to increase the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of CITY OF CALLAWAY, and CITY OF CALLAWAY shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of CITY OF CALLAWAY is authorized to direct any extra or changed work orally.
- 9.2. If CITY OF CALLAWAY and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by CITY OF CALLAWAY in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by CITY OF CALLAWAY. If Contractor disagrees with the CITY OF CALLAWAY's adjustment determination, Contractor must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.3. The CITY OF CALLAWAY shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10. CLAIMS AND DISPUTES.

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between CITY OF CALLAWAY and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the CITY OF CALLAWAY within forty-eight hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the CITY OF CALLAWAY within fifteen calendar days after the occurrence of the event, unless the CITY OF CALLAWAY grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

11. OTHER WORK.

- 11.1. CITY OF CALLAWAY may perform other work related to the Project at the site by CITY OF CALLAWAY's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to CITY OF CALLAWAY within forty-eight hours of being notified of the other work. If the Contractor fails to send the a-required forty-eight hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
- 11.2. Contractor shall afford each utility owner and other contractor (or CITY OF CALLAWAY, if CITY OF CALLAWAY is performing the additional work with CITY OF CALLAWAY employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the CITY OF CALLAWAY and the others whose work will be affected.
- 11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or CITY OF CALLAWAY), Contractor shall inspect and promptly report to CITY OF CALLAWAY in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

12. INDEMNIFICATION AND INSURANCE.

- 12.1. Nothing contained herein or in any of these contract documents should be considered or construed as a waiver of the City's sovereign immunity. Contractor agrees to save harmless, indemnify, and defend CITY OF CALLAWAY and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of CITY OF CALLAWAY. CITY OF

CALLAWAY and Contractor agree the first \$100.00 of the Contract Amount paid by CITY OF CALLAWAY to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of CITY OF CALLAWAY by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of CITY OF CALLAWAY, as well as provide a legal defense for the CITY OF CALLAWAY, both of which will be done only if and when requested by the CITY OF CALLAWAY, for all claims made. Such payment on the behalf of the CITY OF CALLAWAY shall be in addition to any and all other legal remedies available to the CITY OF CALLAWAY and shall not be considered to be the CITY OF CALLAWAY's exclusive remedy.

- 12.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be "A" (excellent) rated with a minimum financial size category of "IX", according to the A. M. Best Key Rating Guide, latest edition. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide CITY OF CALLAWAY with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by CITY OF CALLAWAY, such as "Acord Form 25." The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to CITY OF CALLAWAY in care of The City Clerk, 6601 E. Hwy. 22, CALLAWAY, FL 32404. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to CITY OF CALLAWAY, on a timely basis, when requested by CITY OF CALLAWAY.
- 12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty days prior written notice by registered or certified mail shall be given CITY OF CALLAWAY of any cancellation, intent not to renew, or reduction in the policies or coverage, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 12.4. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the CITY OF CALLAWAY applicable to this Project. The acceptance by CITY OF CALLAWAY of any Certificate of Insurance does not constitute approval or agreement by the CITY OF

CALLAWAY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the CITY OF CALLAWAY.

- 12.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit B, unless such insurance requirements for the subcontractor is expressly waived in writing by the CITY OF CALLAWAY. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the CITY OF CALLAWAY Board of Commissioners as an additional insured and shall contain severability of interest provisions. The CITY OF CALLAWAY shall also be designated as certificate holder with the address of 6601 E. Hwy. 22, CALLAWAY, FL 32404. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by CITY OF CALLAWAY, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty days prior to the date of expiration.
- 12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the CITY OF CALLAWAY. "Claims made" policies, if approved by the CITY OF CALLAWAY and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 12.7. Should at any time the Contractor not maintain the insurance coverage required herein, the CITY OF CALLAWAY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. The CITY OF CALLAWAY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the CITY OF CALLAWAY to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 12.8. Contractor shall submit to CITY OF CALLAWAY a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13. COMPLIANCE WITH LAWS.

13.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation,

equal employment, and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify CITY OF CALLAWAY in writing.

Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 3 8F and 3 8I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.

14. CLEANUP AND PROTECTIONS.

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish, and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by CITY OF CALLAWAY.

15. ASSIGNMENT.

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of CITY OF CALLAWAY. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward CITY OF CALLAWAY.

16. PERMITS, LICENSES AND TAXES.

16.1. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

17. TERMINATION FOR DEFAULT.

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for CITY OF CALLAWAY to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the CITY OF CALLAWAY or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against

it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2. CITY OF CALLAWAY shall notify Contractor in writing of Contractor's default(s). If CITY OF CALLAWAY determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then CITY OF CALLAWAY, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which CITY OF CALLAWAY, in its sole discretion, may choose.
- 17.3. If CITY OF CALLAWAY deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by CITY OF CALLAWAY incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to CITY OF CALLAWAY on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the CITY OF CALLAWAY to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or CITY OF CALLAWAY, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by CITY OF CALLAWAY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that CITY OF CALLAWAY is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against CITY OF CALLAWAY shall be the same as and limited to those afforded Contractor below under Subsection 18.1, Termination for Convenience.

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 18.1. CITY OF CALLAWAY shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against CITY OF CALLAWAY shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainer withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against CITY OF CALLAWAY, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2. CITY OF CALLAWAY shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION.

- 19.1. Upon notification that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the CITY OF CALLAWAY shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) if required by CITY OF CALLAWAY, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by CITY OF CALLAWAY. CITY OF CALLAWAY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the CITY OF CALLAWAY is completely satisfied, the final payment shall not become due and payable.

20. WARRANTY.

- 20.1. Contractor shall obtain and assign to CITY OF CALLAWAY all express warranties given to Contractor by any subcontractors or by anyone supplying

materials, equipment, or fixtures to be incorporated into the Project. Contractor warrants to CITY OF CALLAWAY that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects, and in conformance with the Contract Documents. Contractor further warrants to CITY OF CALLAWAY that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from CITY OF CALLAWAY. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which CITY OF CALLAWAY is entitled as a matter of law.

21. TESTS AND INSPECTIONS.

- 21.1. CITY OF CALLAWAY, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CITY OF CALLAWAY with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 21.2. If any Work that is to be inspected, tested or approved is covered without written concurrence from the CITY OF CALLAWAY, such work must, if requested by CITY OF CALLAWAY, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given CITY OF CALLAWAY timely notice of Contractor's intention to cover the same and CITY OF CALLAWAY has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from CITY OF CALLAWAY, such Work must, if requested by CITY OF CALLAWAY, be uncovered for CITY OF CALLAWAY observation and be replaced at Contractor's sole expense.
- 21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the CITY OF CALLAWAY, such work must, if requested by CITY OF CALLAWAY, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given CITY OF CALLAWAY timely notice of Contractor's intention to cover the same and CITY OF CALLAWAY has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from CITY OF CALLAWAY, such Work must, if requested by CITY OF CALLAWAY, be uncovered for CITY OF CALLAWAY observation and be replaced at Contractor's sole expense.

21.4. The CITY OF CALLAWAY shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by CITY OF CALLAWAY in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

22. DEFECTIVE WORK.

22.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by CITY OF CALLAWAY, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by CITY OF CALLAWAY, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal made necessary thereby, and shall hold CITY OF CALLAWAY harmless for same.

22.2. If the CITY OF CALLAWAY considers it necessary or advisable that covered Work be observed by CITY OF CALLAWAY or inspected or tested by others, Contractor, at CITY OF CALLAWAY request, shall uncover, expose or otherwise make available for observation, inspection or tests as CITY OF CALLAWAY may require, that portion of the Work in question, finishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction and CITY OF CALLAWAY shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

22.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY OF CALLAWAY may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY OF CALLAWAY to stop the Work shall not give rise to any duty on the part of CITY OF CALLAWAY to exercise this right for the benefit of Contractor or any other party.

22.4. Should the CITY OF CALLAWAY determine, at its sole opinion, it is in the CITY OF CALLAWAY best interest to accept defective Work, the CITY OF CALLAWAY may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CITY OF CALLAWAY evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract

Documents and reflecting an appropriate decrease in the Contract Amount. If the CITY OF CALLAWAY accepts such defective Work after final payment, Contractor shall promptly pay CITY OF CALLAWAY an appropriate amount to adequately compensate CITY OF CALLAWAY for its acceptance of the defective Work.

- 22.5. If Contractor fails, within a reasonable time after the written notice from CITY OF CALLAWAY, to correct defective Work or to remove and replace rejected defective Work as required by CITY OF CALLAWAY, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, CITY OF CALLAWAY may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, CITY OF CALLAWAY may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Project site or for which CITY OF CALLAWAY has paid Contractor but which are stored elsewhere. Contractor shall allow CITY OF CALLAWAY, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable CITY OF CALLAWAY to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of CITY OF CALLAWAY in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY OF CALLAWAY of CITY OF CALLAWAY rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS.

- 23.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to CITY OF CALLAWAY except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. CITY OF CALLAWAY shall have the right

to direct Contractor to remove and replace its Project superintendent, with or without cause.

24. REGULAR WORKING HOURS.

- 24.1. Regular working hours are defined as up to ten hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 7:00 p.m., excluding holidays. Requests to work other than regular working hours must be submitted to the Owner's designated representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks.

25. EMERGENCIES.

- 25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from CITY OF CALLAWAY is obligated to act to prevent threatened damage, injury or loss. Contractor shall give CITY OF CALLAWAY written notice within forty-eight hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the CITY OF CALLAWAY determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

EXHIBIT B **INSURANCE**

INSURANCE REQUIREMENTS:

- (1) The Contractor shall obtain and maintain such insurance as will protect it from:
(1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom - - any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that, any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.
- (4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies which contain the following information and provisions:
 - a. The name and type of policy and coverage provided;
 - b. The amount or limit applicable to each coverage provided;
 - c. The date of expiration of coverage;
 - d. The designation of the CITY OF CALLAWAY as an additional insured and a certificate holder. (This requirement may be accepted for Professional Liability Insurance and for Worker's Compensation Insurance.);
 - e. The following clause must appear on the Certificate of Insurance:

“Cancellation - should any of the above described policies be cancelled before the stated expiration date thereof, insurer will not cancel same until at least thirty days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the described policies.”

- (5) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the CITY OF CALLAWAY establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in

writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

- (6) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the CITY OF CALLAWAY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty calendar days prior to the date of their expiration. Failure of the Contractor to provide the CITY OF CALLAWAY with such renewal certificate(s) shall be considered justification for the CITY OF CALLAWAY to terminate the Agreement.
- (7) Contractor shall include the CITY OF CALLAWAY and its consultants, agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additionally insured.
- (8) If CITY OF CALLAWAY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, CITY OF CALLAWAY shall notify Contractor in writing thereof within thirty days of the delivery of such certificates to CITY OF CALLAWAY. Contractor shall provide to the CITY OF CALLAWAY such additional information with respect to its insurance as may be requested.
- (9) The Contractor shall obtain and maintain the following insurance coverage(s) as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:
 - a. Florida statutory workers' compensation and employer's liability with minimum limits of \$500,000, whether required by Chapter 440, Florida Statutes or not. In addition, coverage under the U. S. Longshoremen & Harbor workers' and Jones Act, may be required coverage(s) by law or regulation for the work specified in this contract.
 - b. Commercial general liability with minimum combined single limits of \$1,000,000, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability and products and completed operations. The exclusion for underground damage, explosion and collapse shall be removed through a policy endorsement. The Commercial General Liability policy's "total pollution exclusion" endorsement shall be removed.
 - c. Automobile liability with minimum combined single limits of \$500,000 for all hired, owned and non-owned vehicles.
 - d. Umbrella liability with minimum limits of \$2,000,000 which are no more restrictive than the underlying limits. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted. The Umbrella policy shall

mirror the Commercial General Liability coverage with respect to removal of the 'total pollution exclusion.

- e. Professional liability insurance with minimum limits of \$500,000 for engineers and architects employed by the contractor, if any.
- f. Builders risk insurance underwritten on the "all risks of physical loss" basis for replacement cost for the full value of the completed project to cover the owner and contractor as their interest may appear. An installation floater may be an alternative if appropriate to this specific contract.

EXHIBIT C

FORM OF CONTRACT APPLICATION FOR PAYMENT

CONTRACT NAME AMR INSTALLATION

TO: _____

DATE: _____

PROJECT NAME: AMR INSTALLATION

Under our AGREEMENT dated _____, 201____.

Original Agreement Amount	\$ _____
Amount this Request	\$ _____
Balance Remaining	\$ _____

Payment Request # _____

EXHIBIT D

SCOPE OF WORK

See Attached

EXHIBIT E
NOTICE OF AWARD AND NOTICE TO PROCEED

TO: Utility Solutions of America (USA)

PROJECT DESCRIPTION:

For labor to install meters and readers throughout the City and the City to supply any needed materials over a three (3) year contract period. Electronic Analytical Accuracy Reports comparing new meters to the old replaced meters may be provided in exchange for scrap meters.

The OWNER has considered the BID submitted by you for the above described WORK in response to its request for bids on 11/2/14.

You are hereby notified that your Bid has been accepted for items in the amount of \$30.52 per meter not to exceed \$187,392.80 over a three (3) year contract period.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Also, you are hereby notified to commence WORK in accordance with the Agreement dated _____, 201__ on or before _____, 201__.

You must return an acknowledged copy of this Notice of Award and Notice to Proceed to the OWNER.

Dated this 17th day of April, 2015.

CITY OF CALLAWAY

Owner

By [Signature]

Title: J. Michael Fuller, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award and Notice to Proceed is hereby acknowledged

By Utility Solutions of America (USA)

This the ___ day of _____, 201__

By _____

Title Gary St. Clair, President



**UTILITY
SOLUTIONS OF
AMERICA, INC**

January 14, 2015

Larry Johnson/Oscar Martinez
The City of Callaway, FL

Subject: The City of Callaway AMR Installation Proposal

Dear Larry and Oscar,

On behalf of Utility Solutions of America Inc., I would like to thank you for the opportunity to quote you on the City of Callaway AMR Installation Project. Our goal is to partner with your team to offer the City of Callaway an AMR installation experience that is second to none. Please feel free to contact me with any questions regarding assumptions and the scope of work letter.

Thank you,

Gary St. Clair
Utility Solutions of America, Inc.
1074 Eagles Brooke Drive
Locust Grove, GA 30248



**UTILITY
SOLUTIONS OF
AMERICA, INC**

Service Offering

The pricing schedule includes:

1. Replacement of existing water meters with AMR equipped water meters
2. Restoration of site to pre-existing condition
3. Experienced installation staff
4. Project management staff
5. Provision of staff to dispatch work orders and manage work order system
6. Inventory receipt and control
7. Quality audit program
8. Certified operator qualification program
9. Health and safety program
10. Training program
11. Performance reports
12. Uniform vehicles with appropriate signage
13. Miscellaneous tools and equipment
14. Uniforms, badges, personal protective equipment
15. Employment screening: background checks, drug testing, etc.
16. Travel and accommodations
17. Adequate insurance coverage
18. One year installation warranty
19. All licenses and permits
20. Meter lid installation



**UTILITY
SOLUTIONS OF
AMERICA, INC**

Quality Management Program

USA will quality audit 100% of the retrofit and exchange procedures performed by our employees during the first ten days of work and 5% thereafter. If an employee produces an error rate of equal to or greater than 1%, they will be re-trained. If an employee produces an error rate of equal to or greater than 1% after being retrained, the employee will be dismissed.

In addition to the quality audit procedure outlined above, members of the project management team and the corporate training team perform random field audits to ensure that technicians are following protocol. Deviations are addressed immediately.

Inventory Management Program

The installation technicians will sign for the inventory they receive. At the end of their shift, the installation technicians will count uninstalled inventory. Inventory retrieved from the field will be palletized or stored in large storage bins. The inventory recorded will be reconciled against the completed work order file on a periodic basis. Inventory reports will be made available on a periodic basis or upon request.



**UTILITY
SOLUTIONS OF
AMERICA, INC**

Pricing Schedule Core Services

Description	Quantity	Unit Price
<u>5/8" x 3/4" METER EXCHANGE</u> – Exchange 5/8"x 3/4" AMR equipped Iperl water meter	Approx. 6,140	\$30.52
<u>1" METER EXCHANGE</u> – Exchange 1" AMR equipped Iperl water meter	Each	\$35.02
<u>1 1/2" METER EXCHANGE</u> – Exchange 1 1/2" AMR equipped water meter	Each	\$173.02
<u>2" METER EXCHANGE</u> – Exchange 2" AMR equipped water meter	Each	\$223.02
<u>3" METER EXCHANGE</u> – Exchange 3" AMR equipped water meter	Each	\$348.02
<u>4" METER EXCHANGE</u> – Exchange 4" AMR equipped water meter	Each	\$448.02
<u>RETROFIT (5/8' THROUGH 1")</u> – Retrofit existing meter with an MXU	Each	\$18.02
<u>RETROFIT (1 1/2" AND LARGER)</u> – Retrofit existing meter with an MXU	Each	\$23.02
<u>REMOVAL AND REPLACEMENT OF CONCRETE/ASPHALT, INCLUDING TEMPORARY PATCHES (SQ/FT)</u>	Each	\$25.00
<u>REMOVAL AND REPLACEMENT OF TURFF GRASS/SOD, INCLUDING TEMPORARY PATCHES (SQ/FT)</u>	Each	\$25.00
<u>INSTALL NEW METER BOX AND/OR LID</u>	Each	\$25.00
<u>REPLACE EXISTING CURB STOP</u>	Each	\$50.00
<u>REPLACE EXISTING BACKFLOW OR SHUTOFF VALVE ASSEMBLY</u>	Each	\$50.00
<u>DRILL OUT PLASTIC LIDS</u>	Each	\$1.50



**UTILITY
SOLUTIONS OF
AMERICA, INC**

Assumptions

Scope of Work, General

1. USA assumes AMI installation project will be substantially completed within the time frame requested by the utility upon receiving notice to proceed.
2. USA will make as many as three physical attempts and three phone-call attempts in an effort to perform an installation before returning the work order to the utility (RTU).
3. USA assumes that the project RTU rate will not exceed 3%.
4. USA assumes customer phone numbers will be provided by the utility.
5. USA assumes all meters are located outside and are readily accessible.
6. USA assumes that all meters are located in close proximity and will be released in route read order.
7. USA assumes that the utility will provide initial customer communications.
8. USA assumes that all printed communication materials, such as notification letters and door hangers will be provided by the utility.
9. USA assumes it will not be responsible for extensive sorting or disposing of old material removed from the service territory.
10. USA assumes it will not be responsible for the disposal of lead seals or other hazardous waste.
11. USA assumes that it will only be responsible for the repair of damages caused directly by USA services.
12. USA assumes utility will provide keys for the removal and replacement of locking devices.
13. USA assumes that utility will provide a black-out schedule prior to the project start date.
14. USA assumes that utility will provide address and meter location data prior to the project start date.
15. Pricing assumes a seamless flow of work. USA assumes there will be no work stoppages other than designated holidays and weather days. USA requests 45 days written notice if a work stoppage is necessary that is not a result of USA performance.
16. The price proposal is based on a five day work week; however, USA reserves the right to work Saturdays as necessary in the event of delays.
17. USA assumes that the utility will provide USA with adequate storage facility for all meters and meter product.
18. Pricing does include GPS collection points.
19. Pricing does not include photographs of meters.



**UTILITY
SOLUTIONS OF
AMERICA, INC**

Scope of Work, Water Meters

1. USA assumes that all installation material including water meters, transmitters, water-meter registers, meter-pit lids, valves, washers, gaskets, strainers, meter couplings and piping will be provided to USA and will be present at the time of need.
2. USA assumes it will transport and dump any necessary soil and debris removed from meter pits.
3. USA assumes a dumping site will be provided by the utility.
4. Pricing for large water meter retrofits assumes meter registers do not require removal of impeller shaft along with register.
5. USA assumes that it will only be responsible for the repair of damages caused directly by USA services.
6. USA will not be held responsible for damages occurring more than 6" on either side of the water meter, unless directly attributable to the negligence of USA installer.
7. USA will not be responsible for the repair of pre-existing conditions such as excessive rust or corrosive galvanized pipe.
8. The price proposal does not include additional labor or groundwork needed to access meters (including but not limited to the cutting, removal and replacement of asphalt, concrete or excessive roots). Pricing for such services may be provided upon request.
9. USA is not responsible for damage caused by excessive pressure (greater than 80 PSI).
10. USA assumes it will return all removed material including water meters, water meter registers, rubber washers, and meter-pit lids to a single location for sorting and removal by the utility.
11. Pricing assumes that meters are not located in confined space, as defined by OSHA. Pricing for additional labor to exchange or retrofit meters in confined space is available upon request.
12. USA assumes that new meters will be factory potted with registers and transmitters.
13. USA assumes that utility will grant permission to utilize heavy equipment to perform large meter installations if necessary.
14. USA assumes that replacement meters are the same lay and length as the meters being removed.
15. USA assumes all curb stops are in good working condition.



**UTILITY
SOLUTIONS OF
AMERICA, INC**

16. Pricing does not include meter box removal. Pricing for meter box dig out, replacement or removal is \$45.00 per box. USA will do any box replacement that can be done with manual excavation. If it requires mechanical excavation, it is excluded from our scope of work.
17. Pricing does not include installation of curb stops or valves. Pricing for such services is available upon request.
18. Pricing does not include material (rebar, pvc) for remote mounting transmitters in meter pits.
19. USA assumes that there are existing standard plastic type meter boxes in place.
20. USA will be "held harmless" and will not be liable to any damage incurred by performing its normal duties at an address with the electrical system grounded to the water lines.

Contract/Billing

1. USA assumes there will be a force-majeure clause in the contract.
2. USA assumes there is no prevailing wage or union requirements.
3. USA assumes no retainage will be withheld from payments.
4. USA will bill for completed installs on the 15th and 30th of each month. Net 15 day pay terms.
5. USA will not be responsible for performance, payment or warranty bonds.
6. USA assumes that there are no liquidated damage penalties.

Other

1. This quote is valid for 90 days.
2. USA warranties all installation services for a period of 12 months.



CITY OF CALLAWAY, FLORIDA
CITY HALL
6601 East Highway 22, Callaway, FL 32404
Phone 850-871-6000 • FAX 850-871-2444
www.cityofcallaway.com

Mayor
Thomas W. Abbott

Commissioners
Melba Covey
Pam Henderson
Bob Pelletier
Ralph L. Hollister

August 3, 2016

To Whom It May Concern:

The City of Callaway has used the firm Utility Solutions of American, Inc. (USA) to complete the installation of meters throughout the City.

USA has a team of courteous professionals who are dependable as well as personable that can be relied upon to be responsive to our needs and request.

Furthermore, please do not hesitate to call if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Oscar Martinez", with a long, sweeping flourish extending to the right.

Oscar Martinez,
Public Works Director

Fire Department Center P. 850-871-2753 F. 850-871-5564	Leisure Services P. 850-874-0031 F. 850-874-9977	Planning / Code Enforcement P. 850-871-4672 F. 850-871-2404	Public Works P. 850-871-1032 F. 850-871-2416	Arts & Conference P. 850-874-0035 F. 850-874-0706
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"This institution is an equal opportunity provider, and employer."



8/3/16

Good Morning Patricia,

Yes, USA did our AMI installation of Aclara MTU's.

They installed roughly 22,000 units in about a 12 month period and did a fantastic job!

I received maybe a handful of concerns from customers in that period. Most were just to verify the credentials of the workers. Only one or two **minor** complaints were received. An excellent number in my mind considering the scope of the project!

Gary and his team were very efficient in the way they kept up with inventory and the manner in which they completed the entire project.

I would hire them again without hesitation.

Sincerely,

Reay Culp

256-401-2557 direct

Network Administrator

The Utilities Board of the City of Sylacauga

rcupl@sylacauga.net



COWETA COUNTY

8/3/16

Patti,

Utility Solutions of America, INC. has done work for Coweta County Water and Sewerage Authority. They were very professional and meticulous with their work. One thing I like most is they kept us informed of any issues they encountered in the field, and care about everything they do from the install to the billing data.

If you are interested in using them for a meter change out program, I would say you are in good hands.

Regards,

Tracy Thigpen
Cross-Connection Control Supervisor
Coweta County Water and Sewerage Authority
545 Corinth Road
Newnan GA, 30263
Office: 770-254-3710
Cell: 678-378-3339



Post Office Box 1249 • Monroe, Georgia 30655
Telephone 770-267-7536

Greg Thompson, Mayor
L. Wayne Adcock, Vice Mayor

August 3, 2016

Re: Letter of Reference for Utility Solutions of America, Inc.

To whom it may concern:

During the past year, The City of Monroe has been working with Utility Solutions of America, Inc. (USA) to perform our water meter change out project from manual read meters to AMR meters as well as large meter change outs.

Over the course of the project, we have received quality work from USA. They keep the lines of communication open and are prompt in addressing any issues that may arise. The City of Monroe recommends USA to anyone seeking their expertise.

Please, feel free to contact us if you have any questions.

Thank you,

Rodney Middlebrooks
Director of Water & Gas

Beth Thompson
Director of Customer Service & Utility Billing

HD SUPPLY[®]

WATERWORKS

August 3rd, 2016

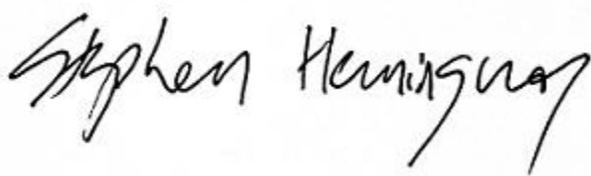
ATTN: Ms. Patricia Menezes
City of Winter Garden

RE: Utility Solutions of America, Inc.

Ms. Menezes,

In regards to your inquiry regarding Utility Solutions of America, I am pleased to respond that I can affirm that they have a positive track record dating back several years on meter installation projects in Florida. I have personally hired them on behalf of HD Supply Waterworks for "turn-key" style metering projects as well as worked as a partner with them as the material vendor on others. Gary St. Clair, President of USA, has been accessible when issues arise. Torre Langley, the lead project manager is very driven and conscientious. Their equipment is modern, their installers are uniformed and carry identification, and they are very methodical in coordinating with The Utility and handling the data generated during the process. I am happy to recommend them for your project.

Sincerely,

A handwritten signature in black ink that reads "Stephen Hemingway". The signature is written in a cursive, slightly slanted style.

Stephen T. Hemingway

Product Specialist

HD Supply Waterworks
m. 813.781.9837

THE CITY OF WINTER GARDEN

Items under City Manager

From: City Manager, Mike Bollhoefer

Date: 8/05/16 **Meeting Date:** 08/11/16

Subject: Ground Lease Agreement with Shepherds Hope, Inc.

Issue: Shepherds Hope wants to build an 8000 square foot building on property owned by the City (Dreyfus property on Ninth Street) to house a health clinic to provide healthcare services for those without health insurance and to house their corporate office. Staff believes this will provide an important resource for the community, thus it is a worthwhile use of the property.

The lease is for 20 years, \$10 per year, with two 5 year renewals. The lease includes use restrictions to ensure the building is used for the stated purpose. It is contingent upon rezoning and a lot split. They will not be allowed to sublease the property without permission from the City.

Recommended action: Motion to approve agreement.

GROUND LEASE AGREEMENT

by and between

THE CITY OF WINTER GARDEN, a Florida municipal corporation (“Lessor”),

and

SHEPHERD’S HOPE, INC., a Florida non-profit corporation (“Lessee”).

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this ____ day of _____, 2016, (the “**Effective Date**”) by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, hereinafter referred to as “**Lessor**”, and **SHEPHERD’S HOPE, INC.**, a Florida non-profit corporation, hereinafter referred to as “**Lessee**”.

RECITALS

WHEREAS, the Lessor is the owner of that certain land situate and located in Orange County, Florida, being more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Land**” or sometimes referred to as the “**Premises**”); and

WHEREAS, the parties hereto are mutually desirous of encouraging, supporting and facilitating opportunities for the preservation of public health for the benefit of persons including the residents of the City of Winter Garden and western Orange County; and

WHEREAS, it is the mutual desire of the parties hereto that the Land be developed, improved, operated and maintained as a health care clinic and for related administrative purposes for the benefit of many persons including the residents of Winter Garden and western Orange County; and

WHEREAS, the Lessee is a non-profit organization and desires to develop, improve, operate and maintain the Land for a health care clinic and related administrative purposes; and

WHEREAS, in light of the foregoing the Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Land and further mutually desire to memorialize certain promises, agreements, covenants and expectations pertaining to the matters as provided for herein.

NOW THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Lease.
2. **Premises.** Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, hereby demises and leases unto Lessee, and said Lessee hereby leases and takes from Lessor upon the terms and conditions which hereinafter appear the Land (also referred to herein as the “**Premises**”), subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called “**Restrictions**”).
3. **Term.** The term of this Lease (“**Term**”) shall be twenty (20) years, beginning on the Effective Date and terminating at midnight on [_____] 2036] (i.e. the date that is twenty years after the Effective Date), subject to earlier termination as herein set forth. Lessee shall have the right and option to extend the Term of this Lease for up to two (2) successive five (5) year terms after the expiration of the original term, provided that Lessee is not in default under this Lease. Each renewal extension shall be under the same terms, conditions, and covenants as set forth in this Lease for the original term. If Lessee elects to exercise any of the renewal options, Lessee shall as to each such renewal, give written notice to that effect to the Lessor at least six (6) months before the expiration of the then current term.

4. **Rental.** As consideration for the leasehold estate granted herein, Lessee shall pay Lessor Ten Dollars (\$10.00) per year on the Effective Date and on each annual anniversary of the Effective Date during the entire Term and shall reimburse Lessor for ad valorem taxes, special assessments, fees, charges and any other expenses incurred by Lessor as result of Lessee's use of the Premises or any expense related to the Premises arising during the Term or as otherwise set forth in this Lease. Lessee shall also pay, within ten (10) days of Lessor sending written notice to Lessee, as additional rent all sums, impositions, costs, expenses, and other payments which Lessee assumes or agrees to pay in any of the provisions of this Lease, and in the event of any nonpayment thereof, Lessor shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law or in equity in the case of nonpayment of rent. It is the purpose and intent of Lessor and Lessee and they agree that Rent payable hereunder shall be absolutely net to Lessor so that this Lease shall yield to Lessor the Rent specified, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the Land and/or Improvements, and without abatement, counterclaim, deduction, defense, deferment or set-off by the Lessee, except as hereinafter specifically otherwise provided, and Lessor shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Land and Improvements, including all alterations, maintenance, operation, construction, renovations, refurbishments, repairs and replacements as hereinafter provided, which may arise or become due during the Term shall be paid by Lessee, the Lessor shall be indemnified and saved harmless by Lessee from and against such costs, expenses and obligations.

Without waiving Lessor's right to terminate this Lease or other remedies Lessor may have for default, if Lessee shall fail to pay any Rent, ad valorem taxes, special assessments, fees, charges or any other expenses incurred by Lessor as result of Lessee's use of the Premises or any expense related to the Premises arising during the Term or as otherwise set forth in this Lease required to be paid by Lessee hereunder within ten (10) days after delivery of written notice from Lessor to Lessee thereof, each such unpaid amount shall be subject to (i) a one-time late charge equal to five percent (5%) of such unpaid amount to cover Lessor's additional administrative costs resulting from Lessee's failure to pay and not as interest, and (ii) interest at the rate of the lesser of the highest rate permitted by law or 0.065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to Lessor together with such unpaid amounts, without further notice to or demand upon Lessee.

5. **Use of the Premises.**

A. Lessee shall use the Premises for providing health care services and related administrative purposes and for no other use without Lessor's prior written consent.

B. Lessee shall design, permit and construct a building and site improvements upon the Land for the purposes of providing health care services and related administrative purposes in compliance with the applicable land development regulations and other applicable federal, state and local government statutes, ordinances, rules and regulations and conditions of development permits and approvals (the "Improvements"). The Land and Improvements are sometimes herein collectively referred to as the "Property." The architectural design of the building and a conceptual site plan showing the proposed location, size and configuration of the building and site improvements must be submitted to the Lessor (as the owner of the Land) for review, comment and approval (or rejection) prior to seeking permits and governmental approvals for their installation and construction, including from the City of Winter Garden as a governmental permitting and approval authority. An approval of the design drawings and conceptual plans for the proposed Improvements by Lessor, as the owner of the Land, in no way is an agreement to issue development permits or approvals or guarantees or ensures that Lessee will receive the required development permits and approvals from the City of Winter Garden during its standard development review and approval process. No development and construction activities shall proceed on the Land without Lessee obtaining the Lessor's approval for the proposed Improvements and Lessee securing all other necessary permits and approvals. Further, Lessor shall have the right to require Lessee to cause the obtaining and posting of a performance bond and payment bond for the 110% of the estimate cost of the Improvements pursuant to or similar to those bonds required under Section 255.05, Florida Statutes prior to

commencing construction of the Improvements.

C. Lessee shall be solely responsible, at its expense, for obtaining all grants or monies to design, permit, construct, operate and maintain the Improvements. Lessee shall diligently prosecute to completion the development and construction of the Improvements. Within one (1) year of the Effective Date of this Lease, Lessee shall have submitted and obtained all development permits and approvals necessary to commence construction of the Improvements and commenced construction of the Improvements. Once the construction of the Improvements are commenced, final completion of the Improvements shall occur within eighteen (18) months thereafter, subject to an extension for delays resulting from force majeure events based on a day extension for each day directly caused by a force majeure event. If Lessee fails to meet the schedule set forth in this subsection, the Lessor shall have the right to terminate this Lease upon thirty (30) days written notice and an opportunity for Lessee to cure the default.

D. Lessee shall comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Property or any portion thereof and shall procure and maintain in force during the Term all permits, authorizations and licenses necessary for Lessee's development of, use or operation of in the Property or any portion thereof (including, without limitation, the making, placing, maintaining or altering of the Improvements or any portion thereof). Lessee shall not use the Property or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.

E. Lessee will not suffer any act to be done or condition to exist on the Property, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private. Lessee agrees not to permit the accumulation (unless in concealed containers) or burning of any rubbish or garbage in, on or about any part of the Premises and to keep it free from insects, rodents and other pests and vermin. All garbage shall be maintained in a manner so that canisters are not visible from adjacent parcels or roads. Lessee shall cause and pay for all garbage or rubbish to be collected or disposed of from the Property.

F. Lessee shall have full responsibility for protecting the Property and all property and persons located thereon from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use. Further, during the Term, subject to the provisions of this Lease, Lessee shall have possession and full control of the Premises.

G. Lessee shall be the owner of all Improvements constructed upon the Premises, as the same may be altered, expanded and/or improved from time to time, and all furnishings, fixtures and personal property of Lessee located thereon. Lessee shall retain all rights to depreciation deductions and tax credits arising from its ownership of the Improvements. Upon expiration or earlier termination of this Lease, all such Improvements, in such condition as they may exist, shall automatically vest in, revert to and become the property of Lessor.

H. Lessee shall not be permitted to conduct or cause to be conducted Phase I or Phase II environmental site assessments or any other pollution, contamination or environmental testing on the Land. Lessor takes responsibility for any environmental contamination or pollution that may exist on the Land prior to the Effective Date of this Lease, and will hold Lessee harmless concerning contamination that exists prior to the Effective Date of this Lease. Lessee shall not cause environmental contamination or pollution to occur on the Property during Lessee's possession of the Property.

6. **Utilities.** Lessee agrees to make its own arrangements, at Lessee's sole cost and expense, for, and Lessee shall pay or cause to be paid before delinquency all charges, claims, or liens of water, gas, electricity, sewer, telephone service, steam, cable television and any other commodities or services furnished to or for the Premises or the Improvements, or any part thereof, during the Term of this Lease.

7. **Taxes.** As additional rental hereunder, Lessee shall pay all property taxes, special assessments, excises, levies, licenses, permit fees and other governmental charges (“**Taxes**”) relating to the Land and the Improvements directly to the appropriate authority or authorities before any delinquency thereon shall occur, and shall deliver evidence of payment thereof to Lessor before said delinquency, without demand. Lessor, at Lessee’s sole cost and expense, agrees to execute or join with Lessee in the execution of any application or other instrument that may be necessary to permit the payment of such Taxes. All Taxes for or relating to the tax year in which this Lease shall terminate shall be prorated between Lessor and Lessee as of the date of such termination. Lessee shall have the right, upon prior written notice to Lessor, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by Lessee in good faith at its own cost and expense, and free of any expense to Lessor (all such expenses of Lessor must be paid by Lessee), and, if necessary, in the name of Lessor and Lessor shall, upon the request of Lessee, execute all documents reasonably necessary to accomplish such contest or review. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of such contest or review conducted by Lessee. If at any time the Property or any part thereof shall then be imminently subject to forfeiture, Lessee shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture. At Lessor’s option, from time to time or at all times, but only after all or any portion of the payments of annual real estate taxes and assessments on the Property, or any portion thereof, are once delinquent for thirty (30) days or more, Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 36 below, necessary to cover Lessor discharging Lessee’s duties under this Paragraph 7.

8. **Insurance.** At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth. At Lessor’s option, from time to time or at all times, but only after the Property is not insured as required by this Paragraph 8 on any two occasions throughout the Term of this Lease and Lessee is so notified in writing by Lessor (whether or not Lessee cures such default), Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 36 below, necessary to cover Lessor discharging Lessee’s duties under this Paragraph 8. Certificates of all policies evidencing such insurance shall be delivered to Lessor, without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by Lessor in writing, provided that such deductibles, endorsements and waivers shall be comparable to those included in insurance policies for property comparable to the Property in the vicinity of the Property. All such policies shall name Lessor and Lessee as insureds thereunder. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insureds thereunder. Such insurance shall include at least the following:

A. **Casualty Insurance:** Casualty insurance covering the Property, in an amount at least equal to 100% of replacement value with a “deductible” of up to Fifty Thousand Dollars (\$50,000.00), and with stipulated amount full replacement cost or agreed valuation endorsement, but in no event in an amount which would make Lessor a co-insurer of any loss, without any deduction for physical depreciation of the Improvements. Such “full replacement cost” shall be determined at Lessee’s sole cost and expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Lessor, by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) or if not designated by Lessee within twenty (20) days of request, then designated by Lessor. No omission on the part of Lessor to request any such determination shall relieve Lessee of any of its obligations under this Article. Such policy shall insure against loss or damage by (i) fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, and smoke damage, and (ii) such other risks as are customarily covered with respect to improvements similar to the Improvements in the vicinity of the Property determined by Lessor in good faith. Such coverage shall provide for a full waiver of (i) subrogation by the insurer as to any and all claims against Lessor, and its agents, employees, contractors, and tenants, and (ii) all defenses based upon acts of the insureds or the existence of co-

insurance. Lessor and Lessee, at the sole cost and expense of Lessee, shall cooperate in adjusting and settling any loss with the insurer under such policy. The amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by Lessee to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance proceeds as provided in Paragraph 10.

B. Public Liability Insurance: Comprehensive general liability and automobile liability insurance with liability limits at least equal to those obtained under insurance policies for improvements similar to the Improvements in the vicinity of the Property as determined by Lessor in good faith (but in no event less than \$3,000,000 for injury or death to one or more persons arising from any occurrence and \$1,000,000 for property damage) with combined bodily injury and broad form property damage coverage and protecting Lessor (and Lessor's designees) and Lessee, and their respective mortgagees, against any and all claims for damages to person or property or for loss of life, for personal injury or to property occurring upon, in or about the Property.

C. Mandatory Insurance: All insurance required by any ordinance, law or governmental regulation.

D. Other Insurance: Such other insurance, and in such amounts, as may from time to time be reasonably required by Lessor against other insurable hazards which from time to time are commonly insured against in the case of similar premises, due regard being given to the Premises, the height and type and Improvements thereon, its construction, use, occupancy and Lessee.

E. No Work Without Insurance: Lessee shall not make any alterations, repairs or installation, or perform Lessee's Work (as defined herein) or other work to or on the Property unless prior to the commencement of such work Lessee shall obtain (and during the performance of such work keep in force) builder's risk, public liability and worker's compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by Lessor. Prior to commencement of such work, Lessee shall deliver originals or certificates of such insurance policies to Lessor as required by this Lease.

9. No Warranties by Lessor. Except as otherwise provided herein, Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "as is" and Lessor shall not be required to perform any work or furnish any materials in connection with the Property. Lessor makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof, and Lessor shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Without limiting the above, Lessee acknowledges and agrees that neither Lessor, nor any brokers, any agents, employees or representatives of Lessor have made any representations or warranties on which Lessee is relying as to matters concerning the Premises including, without limitation, the land, improvements, development rights, taxes, bonds, permissible uses, covenants, conditions and restrictions, water or water rights, topography, utilities, zoning, soil, subsoil, the purposes for which the Premises are to be used, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever, and Lessee hereby assumes all risks relating to any of the foregoing and to all matters relating to the use and occupancy of the Premises, whether known or unknown, or foreseeable or unforeseeable. Lessor, however, expressly warrants that it has full corporate authority to enter into this Lease. Lessor also expressly covenants that it has not done or suffered any act or occurrence during the time it has owned the Premises which has impaired title to the same, except utility easements and other matters of record.

10. Restoration, and Maintenance.

A. If the Property, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, insured or uninsured, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity,

Lessee, at its own cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits and approvals for such repair or restoration and thereafter to repair, replace and restore the Property as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Lessee shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be subject to such conditions [including, but not limited to, the disbursement of such proceeds as the work progresses from a bank account requiring the signatures of both Lessor and Lessee] as shall reasonably satisfy Lessor that such insurance proceeds shall be used only for the purpose of effecting such restoration). Any excess insurance proceeds remaining after such restoration is completed to the satisfaction of the Lessor shall belong to Lessee.

B. Lessee, at its own cost and expense, shall keep and maintain the Property and all Improvements, including without limitation, the building, landscaping, sidewalks, drive aisles, parking spaces, lighting, alleys and passages surrounding the same and each and every part thereof in good, first class, orderly, clean, safe and sanitary state of decor, repair and condition and as otherwise required by this Lease and in accordance with such further and/or additional standards and criteria which may be reasonably established by Lessor from time to time. Lessee shall perform all decorating, repairs and replacements necessary to accomplish the foregoing obligations, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Lessee will not take any action or omit to take any action required of Lessee hereunder, the taking or omission of which adversely impairs the value or usefulness of the Property or causes waste with respect thereto. When used in this Lease, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be equal in quality and class to the original Lessee's Work.

C. (1) Lessor shall have no obligation to make any repairs, decorating, replacements, restorations, alterations, additions or improvements whatsoever in or about the Property or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction or damage is solely due to the fault of the Lessor, and Lessee hereby waives any right it may have to make repairs at the expense of Lessor.

(2) Lessor, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to Lessee (but without notice in case of emergency as determined by Lessor in good faith), enter the Premises or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Property or any part thereof or, at the option of Lessor, and without obligation on its part so to act, to make or perform the repairs and restoration or other work required of Lessee hereunder in the event of Lessee's failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, Lessor shall first give Lessee fifteen (15) days written notice thereof (but without notice in case of emergency as determined by Lessor in good faith), and any such work done by Lessor shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Property which might be caused thereby.

(3) In the event Lessee fails for any reason (i) to apply for and diligently pursue the obtaining of any necessary governmental permits and approvals for the performance of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so, or (ii) commence performance of any of its obligations under this Paragraph 10 within ten (10) days after obtaining any necessary permits therefor from the appropriate governmental agencies (if such permits are necessary for the work required to be performed) or (iii) to commence performance of any of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so (if such permits are not required), then, in addition to any other remedies of Lessor hereunder for such failure, Lessor may make or perform the necessary restoration or repairs (and may use any proceeds of the insurance provided for in Paragraph 8 hereof for such purposes, superseding any right of Lessee or any mortgagee therefor), and Lessee shall pay to Lessor the cost thereof, as Additional Rent (in excess of such net insurance proceeds used for such purpose), within thirty (30) days of Lessor's notice; but the making of such restoration or repairs by Lessor shall in no event be construed as a waiver of Lessor's

right to require Lessee to keep the Property in repair and to restore the same in the event of its damage or loss as provided in this Lease. All work performed by Lessee under this Paragraph 10 shall be performed in accordance with the provisions of Paragraph 11 hereof.

11. **Manner of Performance of Lessee's Work.** All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "**Lessee's Work**"), including the construction of the Improvements by Lessee, shall be made in accordance with the following:

A. Lessee shall comply with all applicable laws, ordinances, rules and regulations (including, but not limited to, all safety rules and regulations) relating to or governing the Lessee's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All Lessee's Work shall be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature.

C. The cost of all Lessee's Work shall be paid promptly by Lessee.

D. Any of Lessee's Work involving structural work or alterations, or work or alterations which would materially change the general character of the Improvements or the exterior thereof, or work or alterations which would reduce the market value of the Property, shall not be commenced or performed without the prior written consent of Lessor.

E. Construction by Lessee of the improvements described in Paragraph 10 A, as well as any Lessee's Work involving an estimated cost of more than \$20,000.00 in the aggregate, shall be made in accordance with detailed plans and specifications and cost estimates (prepared and approved in writing by an architect or engineer selected by Lessee), all of which, including site plans, signage and landscaping plans, together with any modifications thereof, shall be approved in writing by Lessor prior to the commencement of any such work. Lessor shall in writing approve or disapprove the plans and specifications within thirty (30) days of receipt thereof. If Lessor disapproves of the plans and specifications, Lessor shall give Lessee an itemized statement of the reasons therefor, and Lessee shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Any such construction or Lessee's Work shall be performed by a general contractor selected by Lessee.

F. Lessee shall maintain a complete set of "as built" structural, mechanical and similar plans and specifications with respect to the improvements described in Paragraph 10 A and any other of Lessee's Work and an "as built" survey showing the location of all improvements on the Premises and shall, upon written request of Lessor, deliver a copy thereof to Lessor, at no cost to Lessor. Lessee shall also deliver to Lessor, upon written request of Lessor and at no cost to Lessor, a copy of any and all other reports which Lessee may have related to the Property, including, but not limited to, environmental surveys and assessments.

G. All Lessee's Work shall be commenced promptly after Lessee has obtained all necessary permits and approvals. Lessee shall perform all work in accordance with the approved specifications and working drawings and prosecute the work diligently to completion. Lessee shall secure all signoffs and final certificates from appropriate authorities.

H. Lessee's Work shall be subject to Lessor's inspection during construction and after completion to determine whether the work complies with the requirements of this Lease and Lessor and Lessor's consultant's, engineers, and architects shall have the right to attend all of Lessee's contractor's job meetings and other meetings relating to the construction of Lessee's Work.

12. **Indemnity.** Lessee shall hold harmless and indemnify Lessor and its officers, officials,

employees and agents from and against any and all claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, or in any way related to: (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, maintenance, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Lessee, its agents, employee, servants, volunteers, invitees, or, without limitation, any other person or persons other than through the negligence of the Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee; or (d) the conduct, operation or management of the Property, or any portion thereof, or from any act of negligence, gross negligence, recklessness, or intentional act or omission of the Lessee, or its agents, contractors, servants, volunteers, guests, invitee or employee in or about the Property; or (e) the violation by Lessee of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or regulation affecting the Premises or any part thereof or the occupancy or use thereof. This paragraph shall survive termination and expiration of this Lease in order to cover occurrences and matters that occurred prior to termination and expiration of this Lease.

13. **Interference.** Except as otherwise provided herein, Lessee shall have no claim against Lessor for any damage, should Lessee's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority. The foregoing shall not limit Lessor's liability for Lessor's wrongful interference with the rights of Lessee under this Lease or Lessor's breach of this lease.

14. **Liens.** No mechanics' liens or other liens shall be placed against the Lessor's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with the Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. It is acknowledged and agreed that Lessor is a municipal corporation of the State of Florida and any and all liens recorded against the Property would be null and void and of no force and effect under Florida law. The Lessee agrees to promptly pay or bond any claims of liens or liens, and further agrees to indemnify and save harmless the Lessor from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The parties agree that a short form memorandum of this Lease, at the either party's request, be recorded in the public records of Orange County, Florida, containing the language of this clause, the name of the Lessor, and the legal description of the Premises. It is the intent of this language to comply with Section 713.10 of the Florida Statutes.

15. **Alterations Required by Law.** If any alterations, additions, improvements, repairs or renewals shall be required in or to the Property or any part thereof by any laws, ordinances, or regulations, or by any restrictions, the same shall be done by and the cost thereof borne by Lessee, subject to the provisions of Paragraph 11.

16. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose or if Lessor sells the Premises under threat of condemnation, then in either of said events the Term

hereby granted will cease from the time when possession thereof is taken by public authorities, and all rent and other monies paid by Lessee hereunder will be accounted for as between Lessor and Lessee as of that date. Further, in the event of any total or partial taking of the Premises or any improvements thereon, Lessor shall be entitled to receive the entire award in any proceeding relating to the taking except for the depreciated value of the Improvements constructed by Lessee. Lessee hereby assigns any and all right, title and interest of Lessee now or hereafter arising in or to any such award or any part thereof to Lessor and hereby waives all rights against Lessor and the condemning authority, except that Lessee may make a claim for business damages and the depreciated value of the Improvements constructed by Lessee on the Premises for which were taken by a condemnation; however, in no event shall this include the right to seek compensation for the value of the Land or leasehold interest. If there is a partial taking and if it is not so extensive as to render the remaining portion (after restorations) unsuitable for the business of Lessee, then, upon mutual written agreement of the parties, this Lease will continue in effect and Lessee, upon receipt and to the extent of the award in condemnation, will expeditiously commence and complete all necessary repairs and restorations to the Premises as nearly as practicable to its prior condition; provided, however, that such work does not exceed the scope of the original construction, and Lessee will not be under any duty to expend amounts in excess of the award received by Lessee. If a partial taking consists only of a street widening or utility easement which, at Lessee's reasonable discretion, is determined not to materially affect Lessee's use of the Premises, this Lease will continue in full force and effect without abatement of rent or other monies paid by Lessee hereunder.

17. **Assignment and Sublease.** Lessee may not assign this Lease, or any interest thereunder, or sublet the Premises in whole or in part, without the prior consultation and written consent of Lessor, which consent may be withheld in Lessor's sole discretion. The only persons or entities that may be submitted by Lessee for consideration and approved by Lessor as subtenants under this Lease shall be healthcare providers serving the residents of Winter Garden and the West Orange community. In no event shall Lessee have the right to sublease more than thirty percent (30%) of the square footage of the building to be constructed upon the Land by Lessee. Subtenants or assignees will become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee's liability. No sub-lease may extend beyond the Term of this Lease or otherwise alter the provisions herein.

18. **Police Power.** The parties acknowledge and agree that the Lessor cannot legally contract away its police power, zoning authority and land development review and approval authority, and therefore the Lessor cannot legally agree to and is not agreeing to approve or issue any comprehensive plan amendment, development orders, development permits or any other land development approval by this Lease, including without limitation, rezoning, development agreement, variance, special exception, condition use permit, final site plan, preliminary subdivision plan/plat, final subdivision plan/plat, building permit, grading permit, and stormwater drainage permit. These and any other required development approvals and permits from the City of Winter Garden shall be processed, reviewed and issued (or rejected) by the City of Winter Garden in accordance with procedures with respect to same as set forth in general law, the City of Winter Garden Code of Ordinances, and subject to any conditions of approval thereof. This Lease, nor any verbal or written statement by Lessor or any of the Lessor's officers, officials, attorneys, employees or agents relating to or concerning this Lease shall be or constitute evidence of, used for, or relied upon for any claim or allegation of estoppel, vested rights, inverse condemnation, substantive or procedural due process violation, or Bert J. Harris Act violation (or any combination thereof) against the Lessor or any of the Lessor's officers, officials, attorneys, employees or agents.

19. **Default.**

A. **Events of Default.** The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent, additional rent, or other monies when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor.

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain un-dismissed and un-stayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises for period of more than ninety (90) days consecutively.

(5) Lessee shall fail to comply with any term, provision or covenant of this Lease not involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

(6) The Premises are not otherwise utilized for the purpose of providing health care services and related administrative purposes.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Property, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Lessee and any other person who may be occupying such Property or any part thereof without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Property without terminating this Lease and expel or remove Lessee and any other person who may be occupying such Property or any part thereof without being liable for prosecution of any claim of damages therefor, and without terminating this Lease or releasing Lessee from its obligations hereunder for the full term hereof, endeavor to relet the Property for the account of Lessee for such time and upon such terms as the Lessor shall determine, and receive the rent therefor. In any case of re-letting hereunder, the Lessor may make repairs, alterations and additions in or to the Property, and redecorate the same to the extent deemed by the Lessor necessary or desirable, and the Lessee shall, upon

demand, pay the cost thereof, together with the Lessor's expenses of the re-letting (including, without limitation, attorney's fees). If the consideration collected by the Lessor upon any such re-letting for Lessee's account is not sufficient to pay monthly the full amount of the Base Rent and Additional Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and the Lessor's expenses, the Lessee shall pay to the Lessor the amount of each monthly or other deficiency upon demand. In the event Lessor is successful in re-letting the Property at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease, Lessor and Lessee each agrees that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

(3) Have the right to have a receiver appointed, upon application by Lessor, to take possession of the Property and to apply any rental collected from the Property and to exercise all other rights and remedies granted to Lessor pursuant to Paragraph 19B(2) hereof.

(4) assign Lessee's interest in this Lease to the West Orange Health District subject to West Orange Health District fulfilling the past, present and future obligations of Lessee under this Lease.

C. Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Lessee shall be dispossessed by a judgment or by a warrant of any court or judge or in case of re-entry or repossession by Lessor or in case of any expiration or termination of this Lease. Lessee hereby expressly waives its right to counterclaim and cross-claim for any reason, including but not limited to counterclaims for personal injury or property damage, in any summary proceeding commenced by Lessor. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease are not restricted to their technical legal meaning.

D. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent, additional rent, or other monies during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

E. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

F. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise of Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

G. Lessee's exclusive remedies for a breach of this Lease by Lessor shall be to give Lessor at least thirty (30) days written notice of the default and an opportunity to cure the default, and thereafter if the default is not cured either: (i) file and prosecute an action for specific performance; or (ii) terminate this Lease upon written notice to Lessor.

20. **Vesting of Improvements and Other Property and Interests; Removal of Personal Property.**

A. Lessee shall, on the last day of the Term hereof, or upon any earlier termination of this Lease, quit and surrender the Property into the possession and use of Lessor without delay, broom clean and in good order, condition and repair (reasonable wear and tear excepted), free and clear of all lettings and occupancies and subleases, and free and clear of all liens and encumbrances other than those, if any, created by Lessor. During the Term, the Improvements constructed, renovated, or refurbished upon the Premises by Lessee shall be, as between Lessor and Lessee, the property of Lessee, but Lessee shall not have the right to remove said Improvements from the Premises without Lessor's prior written consent. However, upon the expiration or sooner termination of this Lease, Lessee's right, title and interest in all Improvements then located on the Premises shall, without compensation to Lessee, vest in Lessor free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation to Lessee, vest in Lessor:

(1) All prepaid rents, prepaid payments and security deposits made under any Subleases which Lessor has previously approved or which Lessor has elected to recognize pursuant to Paragraph 17B that have not heretofore been applied against obligations under such Subleases, and the amount of the same shall be paid over to the Lessor by Lessee.

(2) Lessee's interest in all Subleases which Lessor has previously approved or which Lessor has elected to recognize pursuant to Paragraph 17B, subject to the provisions of Paragraph 17B hereof.

(3) All intangible property selected by Lessor within sixty (60) days after such termination and owned or held by Lessee at such termination in connection with the Property or any part thereof, including contract rights, assignable insurance policies, logos, trade names, assignable franchises, endorsements or trade ratings, trade association memberships, agreements, business licenses, tenant lists, copies of records (including but not limited to all those relating to Taxes, insurance, tenants, maintenance, repairs, capital improvements and services), booklets and manuals, advertising material, utility contracts and telephone exchange numbers. Nothing herein contained shall be deemed to require Lessor to succeed to Lessee's interest in any such intangible property, nor to become obligated or liable thereunder in any respect or at all, except as selected by Lessor. In no event will Lessor be liable for any default of Lessee under any Sublease or in connection with any such intangible property which occurred prior to the later of the termination of this Lease or the selection of the particular item of intangible property by Lessor as aforesaid with respect to which such default relates. Lessee shall upon Lessor's demand deliver to Lessor such assignments, deeds, instruments and documents as Lessor shall request to confirm Lessor's ownership of the Improvements and the other items acquired by Lessor as aforesaid.

B. The personal property owned by Lessee may be removed by Lessee at any time prior to the termination of this Lease, and shall be removed by Lessee upon such termination. If, upon the expiration of the Term or earlier termination of this Lease, Lessee shall not have removed such personal property from the Premises and the Improvements, then Lessor shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such personal property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as Lessor may see fit, or (ii) remove and store the same in a place satisfactory to Lessor, in which event all expenses of such disposition (in excess of any amount received by Lessor upon such disposition), removal and storage shall be charged to and be borne by Lessee, and Lessor shall be reimbursed by Lessee for such expenses upon written demand therefor. Lessee shall repair any loss or damage to the Property or any part hereof caused or resulting from the removal of the personal property (whether removed by or at the direction of Lessor or Lessee).

21. **Other Obligations.** In no event shall Lessee have the right to lien or mortgage the Premises or the Improvements. In addition to the other obligations under this Lease, Lessee at all times during the Term shall be

bound by and shall fully comply with all covenants, conditions, restrictions, limitations and requirements of every kind or nature, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural, interior or exterior, which relate to the Property or any part thereof or the ownership, occupancy or use thereof and which are imposed by law statute, rule, order, regulation or ordinance, or by any policy of insurance or by any contract or instrument to which the Property or Lessor or Lessee is now subject or hereafter become subject, or any other agreement between Lessor and Lessee, including, but not limited to, all covenants, conditions and restrictions, easements, mortgages and deeds to which the Property or any part thereof may now be or hereafter be the subject. Without limitation on the generality of the foregoing, in the event this Lease and the any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then Lessee shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

22. **Lessor's Performance of Lessee's Obligations.** In the event that Lessee shall fail to do or perform or comply with any covenant, term or condition hereof on Lessee's part to be performed or complied with (including, but not limited to, its covenant to pay any amount required to be paid by it hereunder), Lessor may, at its option and without being under any obligation to do so, and without waiving any right it may have against Lessee by reason of Lessee's failure as aforesaid, after fifteen (15) days written notice to Lessee, do or perform the same and thereupon the amount of all expenses and disbursements incurred or paid by Lessor in doing or performing the same, together with interest as herein provided from the time the expenses or disbursements were incurred or paid by Lessor, shall become due and owing and payable from Lessee to Lessor plus an interest at the rate of 18% per annum until paid in full.

23. **Successors and Assigns.** Subject to the limitations hereinabove set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

24. **Further Documents.** Lessor and Lessee will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

25. **Force Majeure.** The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "force majeure") if performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Lessor or Lessee shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Lessor or Lessee, as the case may be.

26. **Sovereign Immunity.** Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Lessor of its sovereign immunity under the Constitution and laws of the State of Florida or of any other immunity, privilege, or defense afforded by law to Lessor and its officers, officials, employees and agents.

27. **Miscellaneous.** This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

No remedy conferred upon Lessor in this Lease is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to Lessor or to which Lessor may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lessor, and Lessor may pursue inconsistent remedies.

As used herein, "Lessor" as used in this Lease will include its heirs, representatives, assigns, and successors in title to the Premises. "Lessee" will include its heirs and representatives, assigns and successors, and if this Lease will be validly assigned, or sublet, will include also Lessee's assignees or sub-lessees, as to the Premises covered by such assignment or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

The Lease shall be construed and enforced in accordance with the laws of the State of Florida. Each obligation of Lessee under this Lease constitutes both a covenant and a condition to its rights under this Lease. Neither this Lease nor anything contained herein shall be deemed to make Lessor in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent to approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by the Lessee.

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific paragraph or subparagraph hereof unless otherwise expressly designated in context. Reference in this Lease to the "obligations" of Lessee, and words of like import, shall mean the covenants to pay Rent under this Lease and all other covenants, agreements, terms, conditions, limitations, restrictions and reservations contained in this Lease applicable to Lessee. The term "Lessee's obligations hereunder" and words of like import shall mean all obligations to this Lease which are to be performed, observed or kept by Lessee. The term "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Wherever in this Lease there is a reference to a cost being at Lessee's sole cost and expense, or words of similar import, such phrase shall be construed to mean that Lessee shall pay the costs so referred to or, if applicable, reimburse Lessor for the costs referred to and, in the latter case, within ten (10) days of demand by Lessor. The term "will not unreasonably withhold" and words of like import shall mean "will not unreasonably withhold or delay."

No surrender to Lessor of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires Lessee to submit payments for items other than the Rent and in the event Lessee submits a payment of less than the total combined amount of all of said payments, then the Lessor shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Lessee.

This Lease shall not be placed of record. Lessor and Lessee agree to execute a short form of this Lease in form appropriate for recording setting forth such provisions hereof as either party may reasonably request except that the provisions relating to Rent, Taxes and other charges shall not be disclosed in said short form.

Lessee agrees that as to Lessor, Lessee shall not have any right to sue for or collect, and Lessor shall never have any liability or responsibility whatsoever for, any consequential or indirect damages whether proximately or remotely related to any default of Lessor under this Lease, and Lessee hereby waives any and all such rights.

28. **Merger.** If both Lessor's and Lessee's estates in the Premises or the Improvements or both become vested in the same owner while the Premises or the Improvements or the estate of Lessor or Lessee therein shall be subject to one or more mortgages or deeds of trust, this Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the election of the mortgagee or beneficiaries under all such mortgages and deeds of trust.

29. **Notices.** Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

To the Lessee: *(Prior to the Lessee's occupancy of the Premises):*
Shepherd's Hope Inc.
Attn: Chief Executive Officer
4851 S. Apopka-Vineland Road
Orlando, Florida 32819

(On or after the Lessee's occupancy of the Premises):
Shepherd's Hope Inc.
Attn: Chief Executive Officer

Winter Garden, Florida 34787

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

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

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent, additional rent, or other monies due shall be deemed to have been made only when actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

30. **Estoppel Certificates.** Any party hereto shall deliver to any other party hereto, within twenty (20) days after receipt of a written request therefor, an estoppel certificate stating the date to which Rent has

been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party or any other party is in default hereunder, and whether this Lease has been modified or amended.

31. **Attorneys' Fees.** In any lawsuit between the parties to this Agreement arising from this Lease, each party shall bear their respective cost, including, but not limited to, attorneys' fees, including the costs and attorneys' fees of appellate proceedings and post-judgment proceedings, and mediation proceedings, incurred as a result of such lawsuit.

32. **Negotiated Agreement.** None of the parties shall be considered the drafter of this Lease for purposes of interpreting this Lease, or any portion thereof, it being recognized that all parties have contributed substantially and materially to the preparation of this Lease.

33. **Relationship of the Parties.** Nothing contained herein shall be construed as to make the parties hereto partners, associates, joint venturers, or participants in any legal relationship other than that of lessor and lessee. Neither party hereto shall have the power to contract or incur any obligation or liability in the name of the other party.

34. **Broker.** The parties hereto covenant, warrant and represent that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessor and Lessee agree to indemnify and hold each other harmless against any claims for brokerage commission and other costs arising out of any conversations or negotiations had by the other party with any broker. The provisions of this paragraph shall survive expiration and termination of this Lease.

35. **Escrow of Taxes and Insurance.** In the event that Lessor escrows real estate taxes and assessments or insurance as provided in Paragraphs 7 and 8 above, such escrow shall be paid monthly to Lessor at the same time as the monthly rent is paid to Lessor. The amount to be paid monthly to Lessor shall be one-twelfth (1/12) of Lessor's reasonable estimate of the annual amount to be paid by Lessor for said real estate taxes and assessments or insurance, as the case may be. Such amounts shall be held by the Lessor without interest and applied to the payment of the items in respect to which such amounts were paid or, at the option of the Lessor, to the payment of said items in such order or priority as the Lessor shall reasonably determine, on or before the respective dates on which the same or any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefor shall be insufficient for the payment of such item in full, the Lessee, within ten (10) days after demand, shall deposit the amount of the deficiency with the Lessor. Nothing in this Paragraph 36 shall be deemed to limit any other right or remedy that Lessor may have under the provisions of this Lease regarding Lessee's failure to pay real estate taxes and assessments or insurance.

36. **Time is of the Essence.** It is understood and agreed between the parties that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

37. **Severability and Governing Law.** If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons, entities or circumstances other than those which may be held invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease shall be governed by and construed in accordance with the law of the state in which the Premises are located. Exclusive venue for any lawsuit arising out of or concerning this Lease shall be in Orange County, Florida.

38. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of

radon that exceed federal and state guidelines have been found in buildings in the state in which the Premises are located. Additional information regarding radon and radon testing may be obtained from your county public health unit.

39. **Survival.** The representations, warranties, terms and covenants of this Lease shall survive the termination of this Lease.

40. **No Waiver of Default.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, and conditions of this Lease to be performed, kept, and observed by the other party.

41. **Quiet Enjoyment.** Lessee shall, upon observing and performing all the terms and conditions on Lessee's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease and restrictions of record.

42. **Contingency.** The Lessee's use and possession of the Premises under this Lease shall be contingent upon and not effective or allowed unless and until the City of Winter Garden redesignates the Land to a Comprehensive Plan future land use map designation and zoning district that permits medical and general office uses and approves a lot split separating the Premises from the parent tract of the Lessor's property currently having Orange County Tax Parcel Identification Number 12-22-27-6496-14-003. The contingencies set forth in this paragraph are not met within six (6) months from the Effective Date of this Lease, than either party may terminate this Lease with written notice to the other party. A delayed effectiveness of Lessee's rights of use and possession of the Premises pursuant to this provision shall not extend the term of this Lease. The City of Winter Garden cannot contractually obligate itself to exercise its police power, legislative and zoning authority, therefore nothing in this Lease shall be deemed or construed as an agreement to process, review or approve an amendment to the Comprehensive Plan, change the future land use or zoning designation of the Premises, a lot split or subdivision of land, or approve or issue any other development approval or permit.

[Remainder of Page Intentionally Left Blank. Signatures on the Following Page(s)]

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

Lessor:

CITY OF WINTER GARDEN,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Lessee:

SHEPHERD'S HOPE, INC.,
a Florida non-profit corporation

By: _____
Marni Stahlman, Chief Executive Officer

[Signature page to Ground Lease; Notary Acknowledgments appear on the following page]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2016, by _____ as _____, and attested to by _____, as City Clerk, on behalf of the CITY OF WINTER GARDEN, a Florida municipal corporation, who [_____] are personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State
aforesaid.

My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2016, by Marni Stahlman, as Chief Executive Officer on behalf of SHEPHERD'S HOPE, INC., a Florida not-for-profit corporation, who [_____] is personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State
aforesaid.

My commission expires: _____

[Notary Acknowledgment page to Ground Lease]

EXHIBIT "A"

LEGAL DESCRIPTION TO GROUND LEASE

(PARCEL A)

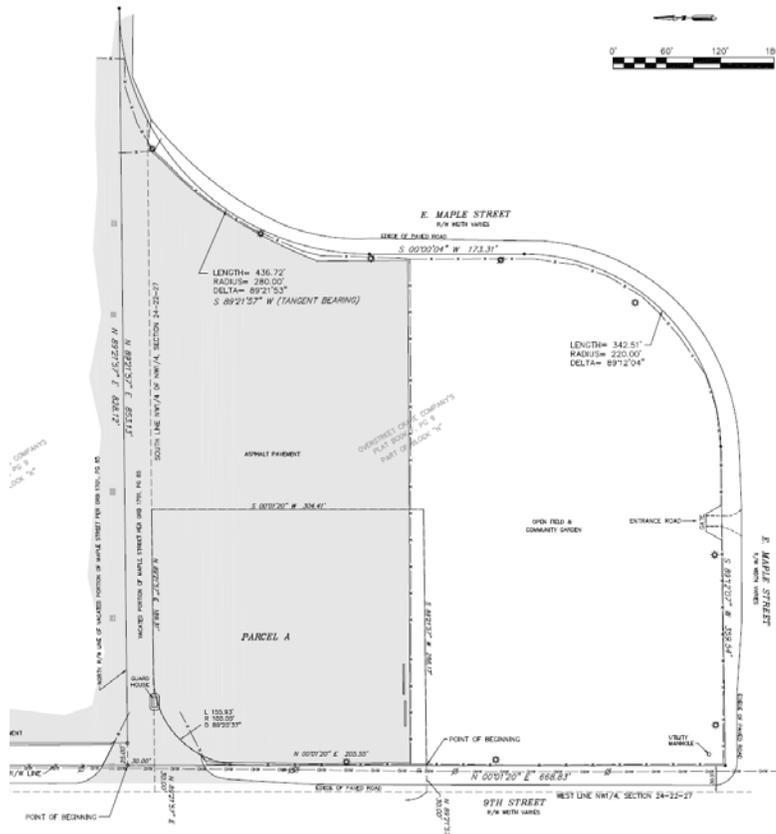
LEGAL DESCRIPTION

A Parcel of land lying in a portion of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East of Orange County, Florida; thence run South 00°01'20" West along the West line of the Northwest 1/4 of said Section 24 for a distance of 1645.58 feet; thence departing said West line run North 89°21'57" East 30.00 feet to a point on the East right-of-way line of Ninth Street and the POINT OF BEGINNING; thence North 00°01'20" East along said East right of way line 205.55 feet to the beginning of a tangent curve, concave to the Southeast having a radius of 100.00 feet; thence run along the arc of said curve through a central angle of 89°20'37", a distance of 155.93 feet to a point of tangency and the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence North 89°21'57" East along said South line 189.31 feet; thence South 00°01'20" West 304.41 feet; thence South 89°21'57" West 288.17 feet to the POINT OF BEGINNING.

Containing 1.966 acres, more or less.

Which is graphically depicted as **Parcel A** below



455 NINTH STREET

Conceptual Master Plan
Winter Garden . June 2016

- ① Shepherd's Hope
- ② Parking
- ③ Food Forest / Retention
- ④ Unloading / Parking
- ⑤ Fleet Farming Plots
- ⑥ Community Gardens
- ⑦ Pavilion
- ⑧ Open Flex Lawn
- ⑨ Public Art
- ⑩ Annual Flowers
- ⑪ Kid's Garden / Compost
- ⑫ Perennials
- ⑬ Vertical Garden with Optional Greenhouse



Inserts to Ground Lease Agreement - 8/5/16

43. Third Party Beneficiary. The parties acknowledge and agree that West Orange Healthcare District, an independent special district and political subdivision of the State of Florida (the "District") has made a substantial grant to Lessee in order to facilitate the construction and operation of the Improvements to be built by Lessee. Lessor and Lessee agree that the District shall be deemed a third party beneficiary of this Lease and shall be entitled to the following rights hereunder:

(a) Notice of Default. In the event of any default hereunder, Lessor agrees to provide the District with notice of such default (specifying the nature of such default) in accordance with Section 29 herein. After any applicable cure period has ended without cure by the Lessee, Lessor agrees to provide the District with a second notice which states that the Lessee did not timely cure such default (the "Second Notice").

(b) Right to Cure Defaults. In the event of a default by Lessee under the Lease which has not been cured by the Lessee and after the receipt of the Second Notice, the District shall have the right (but not the obligation) to cure such default, and Lessor shall not terminate the Lease by reason of such default until it has provided the District thirty (30) days after the District's receipt of the Second Notice and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and the District has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof. It is specifically agreed that the parties shall not require the District to cure any default by either Lessor or Lessee hereunder.

(c) Assumption of Lease. In the event the Lessee and the District have not cured the default within the required time frames, and prior to any termination of this Lease, Lessor shall provide written notice to the District and the right to assume this Lease. After receipt of such notice, the District shall have thirty (30) days to elect whether it would agree to succeed to the interest of Lessee under the Lease. If the District agrees to assume the Lease, then the District shall assume and be bound by the obligations of the Lessee under the Lease which accrue from and after the District's succession to rights under the Lease. In no event would the District be liable for any act or omission of any prior Lessee; (ii) subject to any offsets or defenses which Lessor might have against any prior Lessee; (iv) bound by any amendment or modification of the Lease made without the District's prior written consent.

(d) Right to Renew the Lease. In the event Lessee declines the right to extend the Lease for any additional term (as set forth in Section 3, above), then Lessor shall provide the District with written notice. Upon the District's receipt of such notice, the District will then have thirty (30) days to decide whether it wishes to exercise Lessee's option to renew the Lease. If the District exercises such right to renew the Lease, the Lessor and the District shall enter into a new Lease on the same terms and conditions set forth herein except for the parties' names.

(e) Other Rights. The District shall also have the following additional rights: (i) Lessor and Lessee shall not amend or modify the Lease without the District's prior written consent, and any attempted amendment or modification of the Lease without such consent shall be of no force or effect as to the District; (ii) Lessee shall not assign the Lease or sublet all or any portion of the Premises (except as otherwise permitted by the terms of the Lease) without the District's prior written consent; and (iii) Lessee shall promptly deliver to the District, from time to time, a written statement in form and substance satisfactory to the District certifying to certain matters relating to the Lease.

(f) Binding Effect. The provisions hereof shall be binding upon and inure to the benefit of Lessor, Lessee, the District and their respective successors and assigns.

Add to middle of Section 29:

Notices hereunder which are required to be sent to West Orange Healthcare District shall be provided in accordance with this Section 29 and shall be addressed as follows:

To District: West Orange Healthcare District
Attention: Executive Director
10000 West Colonial Drive, Suite 281
Ocoee, Florida 34761

With copy to:

GrayRobinson, P.A.
Attention: Heather Ramos, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: August 4, 2016

Meeting Date: August 11, 2016

Subject: Architectural Review Board Appointments

Issue: There are six vacancies on the Architectural Review and Historic Preservation Board that need to be filled.

Discussion:

At the March 10, 2016 board meeting, four vacancies were filled temporarily. These members are now up for a permanent appointment and two other members need to be appointed. One of the additional members is recommended by the Winter Garden Heritage Foundation and the other needs to be a Winter Garden Resident.

Recommended action:

Appoint the Architect (Tory Parish), the licensed general contractor (Eric Rainville), and the Winter Garden Heritage Foundation Board member (to be named at meeting) to a new three year term. Appoint the other members of the board Ryan Hinricher and Jessica Stone to a new two year term and select one new member from the attached interest forms to be appointed for a two year term.

Architectural Review and Historic Preservation Board Member Requirements

1. One member shall be an architect.
2. One member shall be a licensed general contractor.
3. One member shall be a member of the Winter Garden Heritage Foundation Board.
4. One member shall own commercial property in Winter Garden's Downtown Historic District.
5. One member shall own property within the district and reside in the city.
6. The remaining two member appointments shall be City residents.

Architectural Review and Historic Preservation Board –

Current Members who were nominated in March 2016

1. Tory Parish – Architect
2. Eric Rainville – Licensed General Contractor
3. Ryan Hinricher – Owns Commercial Property in the District and Resides in the City
4. Jessica Stone – City Resident

Architectural Review and Historic Preservation Board –

Current Members with Existing Term

1. Phillip Baker – Owns Property in the District and Resides in the City (Term expires 2018)

Architectural Review and Historic Preservation Board – Applications

1. Lisa Bennett – owns property and lives in the historic district
2. Michael McFadden – City Resident
3. Mathew Matin – City Resident



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

BOARD APPOINTMENT INTEREST FORM

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

DATE: 5/20/15 VERIFIED INTEREST ON: 3-3-16

LAST NAME: Matin FIRST: Matthew MIDDLE: James

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

OFFICE ADDRESS: 527 Main Street, Windermere, FL 34786

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

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

CURRENT EMPLOYER: Suzi Karr Realty LENGTH: 8 months

POSITION: Realtor

EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: Urban Studies (Urban Planning)

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

COMMUNITY INVOLVEMENT: Executive Board Member - Florida Planning & Zoning Association, Vice-President of West Orange CC

INTERESTS/ACTIVITIES: Architecture, Urban Planning, New Urbanism, Historic Preservation, Golf, Photography, Travel

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

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

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

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

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

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

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

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

MATTHEW J. MATIN, AICP

EDUCATION

5/2002 University of Tennessee Knoxville, TN

- B.A., Urban Studies

WORK EXPERIENCE

8/2013 – Current Suzi Karr Realty Windermere, FL

Realtor

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

Senior Transportation Planner

- Go Enhance RTS (Gainesville BRT Alternatives Analysis) – City of Gainesville, Florida

Responsibilities included the analysis of existing conditions, which formed the baseline for the evaluation of the major alternatives that were developed as part of the study.

- State of the System Report – Manatee County, FL

Responsible for the development of the State of the System Report that provided key transportation statistics, identified needs, and recommended solutions for congestion by analyzing numerous performance measures. This report was completed in order to track transportation trends in the County, which included a complete review of each road segment on the Congestion Management System (CMS).

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

Senior Transportation Planner/Senior Travel Demand Modeler

- Districtwide Modeling and Limited Access Analysis Support, FDOT District 5

Responsible for the development and support of the CFRPM model, which serves as the adopted travel demand model for the Space Coast TPO, Lake-Sumter MPO, Ocala/Marion TPO and the Volusia TPO. Responsible for coordinating with these respective planning organizations and developing all future models, which serve as the basis for their LRTPs.

- General Traffic and Earnings Consultant, Orlando-Orange County Expressway Authority (OOCEA)

Responsible for multiple tasks related to providing traffic and revenue analysis support to OOCEA. The primary task of this project entailed providing annual updates and validations to the OOCEA revenue models. These revenue models were utilized to develop future year traffic and revenue forecasts on existing and future OOCEA system facilities. Numerous traffic and revenue studies were performed analyzing user benefits and revenue impact of several projects on the existing and future OOCEA system. Evaluated potential modifications to OOCEA toll policies, toll structures and the associated impacts to the OOCEA system traffic and revenue.

- Wekiva Parkway PD&E Study Design Traffic, OOCEA

Responsibilities included the development of the project travel demand models which were used to develop design traffic for several alignment alternatives and the preferred alternative for the Wekiva Parkway PD&E Study. The SR 429/Wekiva Parkway project is the northwest portion of the Orlando beltway. The Wekiva Parkway alignment alternatives consisted of varying interchange locations, frontage road configurations, as well as several possible connections to Interstate 4. Traffic analysis included base year land use development, TAZ splits and a sub-area validation. Development of future year land use along with build and no-build networks were also completed as part of this project. Traffic volumes were developed for study area roadways for three future years: 2012, 2022 and 2032. Assisted with the LOS analysis for study area roadways under existing, future year build and no-build conditions.

- SR 836 Express Bus Ridership Study, Miami-Dade Expressway Authority (MDX)

Responsible for the development of multiple alternative models utilizing the SERPM 6.5 TOD model to test ridership of a proposed BRT system which would operate on a fixed-route utilizing the shoulder of SR 836 to

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

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

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

5/2002 – 4/2006

HDR, Inc.

Orlando, FL

Transportation Planner I/ Transportation Planner II

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

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

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

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

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

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

5/2000 – 8/2001

HDR, Inc.

Orlando, FL

Planning Intern

TECHNICAL SKILLS

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

PROFESSIONAL AFFILIATIONS

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



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

BOARD APPOINTMENT INTEREST FORM

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

DATE: 4/19/2016 VERIFIED INTEREST ON: _____

LAST NAME: McFadden FIRST: Michael MIDDLE: Ryan

HOME ADDRESS: 925 Easley Ave, WG (Oakland Park)

OFFICE ADDRESS: _____

HOME PHONE: _____ CELL PHONE: (407)630-4973 WORK PHONE: _____

EMAIL: MikeMcFadden85@gmail.com FAX #: _____

CURRENT EMPLOYER: Hero Inspection Services LENGTH: 6 Years

POSITION: Owner/Operator

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

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

After serving in the United States Army, I began my career as a residential and commercial building inspector. I have a strong passion for buildings, building owners, and attention to detail regarding building regulations.

COMMUNITY INVOLVEMENT: Mosaic Church

INTERESTS/ACTIVITIES: Church, Ice Hockey

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Use my passion to better the community

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
International Association of Certified Home Inspectors (2013), Certified Master Inspector (2014)

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? Feb 2016

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 2

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

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

REFERENCES:
Doug McFee (414)708-2766, Lester Austin (407)448-0572

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Board Appointment Interest Form 06-10

Michael McFadden

Cell: 407.630.4973
MikeMcFadden85@gmail.com
925 Easley Ave
Winter Garden, Florida 34787

EDUCATION

University of Phoenix

Bachelor of Science in Management, October 2015

GPA: 3.6/4.0

EXPERIENCE

Hero Inspection Services, Orlando, Florida

August 2012/Present

Owner & Certified Master Inspector

- Independently conduct residential and commercial property inspections
- Responsible for abiding by the state mandated Standards of Practice for property inspections
- Communicate daily with real estate professionals and clients in the real estate transaction process
- Consistently meet monthly benchmarks
- Fulfill 24 hours of continuing education each year

Energy House, Milwaukee, Wisconsin

January 2010/July 2012

Project Manager

- Managed weatherization projects of single family & multifamily residential buildings successfully reducing client's energy usage by approximately 50%
- Coordinated HVAC, insulation, electrical, & inspection contractors to guarantee accuracy and timely production in order to reduce government costs by 45%
- Supervised and led a team of six energy auditors to complete 240 projects per month
- Ensured compliance of state & federal regulations for Wisconsin's Weatherization Program
- Served as the liaison to the Department of Energy & Wisconsin Energy Conservation Corporation

United States Army, Worldwide

December 2002/December 2010

Sergeant

- Member of Combined Joint Special Operations Task Force
- Completed 3 deployments in support of Operation Iraqi Freedom
- Lead a squad of 10 men in combat operations
- Responsible for the training and development of new and existing soldiers
- Planned and developed operations orders and standard operating procedures to ensure mission success

SKILLS / STRENGTHS

- Project Management
- Organization & Planning
- Communication
- Detailed Report Writing
- Weatherization Final Inspector Certificate
- Energy Auditor Certificate
- Asbestos Inspector Certificate
- Board Certified Master Inspector

HONORS AND ACTIVITIES

- The Army Commendation Medal
- The Army Achievement Medal
- The Humanitarian Medal
- Awarded "Best Inspectors of 2015"
- Member of the Ironman Finishers Foundation
- Member of the Homes for Heroes Foundation

REFERENCES

Available upon request



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CITY CLERK'S OFFICE
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P: 407.656.4111

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BOARD APPOINTMENT INTEREST FORM

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

DATE: 7/22/16

LAST NAME: Bennett FIRST: Lisa MIDDLE: L. VERIFIED INTEREST ON: _____
HOME ADDRESS: 139 N. Highland Ave. W.G.
OFFICE ADDRESS: 160 S. main St. W.G.
HOME PHONE: _____ CELL PHONE: 321-948-9296 WORK PHONE: 407 877-3463
EMAIL: lcrealty@aol.com FAX #: 407 877-3461
CURRENT EMPLOYER: Windsor Realty Group, Inc. LENGTH: 12 yrs
POSITION: Broker / CO-owner
EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: AS general studies Valencia
ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

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

Have been involved with real estate for over 20 years.

COMMUNITY INVOLVEMENT:

INTERESTS/ACTIVITIES: _____

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To preserve the charm & history of our city.

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

Rotary Club of W.G. 20+ years

ORRA (Realty) 20+ years

Prior for years & now since

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO

IF YES, CONTINUOUS RESIDENT SINCE? 4 Dec. 2015

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO

WHICH CITY DISTRICT? _____

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? YES NO

IF YES, PLEASE STATE NAME OF BOARD:

Hope Charter School

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? YES NO

IF YES, PLEASE STATE NAME OF BOARD: _____

REFERENCES: _____

WHICH BOARD(S) ARE YOU INTERESTED?

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

Resides in historic district

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

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

Board Appointment Interest Form 04-16

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

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

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: July 21, 2016 **Meeting Date:** August 11, 2016

Subject: Approval of rankings for the Request for Qualifications submittals received for the Stormwater Capture, Reuse, and Aquifer Recharge Project (RFQ 16-002).

Issue: On April 19, 2016, the City of Winter Garden received Request for Qualifications submittals for engineering and construction management services for the Stormwater Capture, Reuse, and Aquifer Recharge Project. The City had previously entered into a cost-share agreement with the St. Johns River Water Management District for this project at a 50% match for construction services only.

The RFQ selection committee evaluated the submittals and found Quentin L. Hampton Associates, Inc., to be the engineering firm most qualified and experienced in this technology. They were therefore selected for this project.

The project consists of capturing stormwater in two locations: Bradford Park and on the east side of the City's Wastewater Treatment Plant, where a pond/park will be constructed. Stormwater will be pumped to the WWTP from both locations and treated to reuse-water quality. This reuse water will be used to augment the City's existing reuse supply. When the water is not needed for irrigation it will be used for artificial aquifer recharge through dry retention ponds located in neighborhoods in the southwest section of the City.

Recommended Action:

Recommend approving the rankings for the Stormwater Capture, Reuse, and Aquifer Recharge Project and awarding a contract for engineering and construction management services to Quentin L. Hampton Associates, Inc., with a not-to-exceed amount of \$313,635.

Attachments/References:

- RFQ 16-002 Rating Sheet
- Contract with Quentin L. Hampton Associates, Inc.
- Renditions of Project Sites

**Engineering & Construction Management Services
for the Stormwater Capture, Reuse, & Aquifer Recharge Project
(RFQ 16-002)**

TOTALS	UNDERSTANDING OF PROJECT AND PROJECT REQUIREMENTS	PROJECT APPROACH AND METHOD	EXPERIENCE AND ABILITY	PAST PERFORMANCE	TEAM LOCATION	TOTAL POINTS
FIRMS	60 POINTS MAX	60 POINTS MAX	120 POINTS MAX	120 POINTS MAX	40 POINTS MAX	400 POINTS MAX
Quentin L. Hampton Associates, Inc.	58	55	107	107	26	353
Tetra Tech	51	48	104	107	34	344
WSP / Parsons Brinckerhoff	46	45	98	88	34	311
Royal Consulting Services, Inc.	41	43	88	88	29	289

PROFESSIONAL SERVICES CONTRACT

This is a PROFESSIONAL SERVICES CONTRACT (herein this "CONTRACT" or "Agreement") entered into this _____ day of _____ 2016 by and between the **City of Winter Garden**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787, hereinafter referred to as "CITY" and **Quentin L. Hampton Associates, Inc.**, a business having its primary location at 4401 Eastport Parkway, Port Orange, Florida 32127, hereinafter referred to as "CONSULTANT" or "Consultant."

WHEREAS, the CITY desires to engage the Consultant to provide design and construction phase services for the Stormwater Capture and Reuse Project, as further described herein;

and **WHEREAS**, the Consultant desires to provide such professional services in accordance with this Agreement, and has represented to the CITY that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein;

and **WHEREAS**, the Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055, Florida Statutes, and Winter Garden's policies and procedures;

and **WHEREAS**, the provisions of such services shall mutually benefit the parties hereto and the residents of Winter Garden, Florida

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the CITY and Consultant hereby agree as follows:

Section A. BACKGROUND AND INTENT

The City of Winter Garden desires to procure engineering services for design, plans production, permitting, construction management, and other miscellaneous engineering and planning services for the City's Stormwater Capture and Reuse project.

The purpose of this project is to construct stormwater and surface water capture ponds along

the southern shores of Lake Apopka to augment the CITY's reclaimed water system. The overall plan is to intercept and capture as much of the stormwater and surface water as possible during dry and wet season periods. During dry season periods the majority, if not all, of the captured and treated water will be reused for irrigation. However, during wet season periods, the stormwater will be pumped to the southern limits of CITY's service area and used for artificial aquifer recharge. The artificial aquifer recharge areas and infrastructure needed to deliver the water to these recharge systems is not part of the work included as part of this proposal. The capture, treatment, and reuse of this water will benefit the water quality of Lake Apopka and reduce the need for groundwater sources from the regional aquifer system.

Two (2) specific stormwater runoff sources have been identified. The two (2) selected stormwater capture pond areas are at Bradford Park and adjacent to the CITY's WWTP on Crest Avenue. The project includes a proposed surface water pump station at the Bradford Park site and a 3,500 LF stormwater force main to a proposed pond adjacent to the wastewater plant. An intake structure and pump station at this site will discharge up to 3.0 MGD of stormwater into a treatment system. The treatment system includes a baffled flocculation tank and an automatic, self-cleaning filtration system. High service pumps will discharge from the filter into the reuse distribution system.

Section B. PROJECT REPRESENTATIVES

For City of Winter Garden:	Donald R. Cochran
For Consultant: Quentin L. Hampton Assoc., Inc.	Brad T. Blais, P.E.

Section C. SCOPE OF WORK

Provisions of comprehensive planning, design, permitting and services during construction for the Stormwater Capture and Reuse system.

- (2) Stormwater ponds, one at each site

- (2) Intake screens and submersible pump stations, one at each site
- Concrete baffled flocculation tank with chemical feed systems
- 3.0 MGD Discfilter with 10 micron media capable of producing effluent with < 5 ppm total suspended solids
- Duplex high service pumping system, with VFD's and controls
- Electrical and control systems for both sites
- Landscaping and irrigation for both sites, including a golf cart bridge at Bradford Park

Task 1 – Preliminary Design Report (PDR): The CONSULTANT will prepare a PDR which addresses the following:

1. Collect and review available data from the CITY.
2. Organize and attend site visits to up to two (2) other filter facilities to inspect equipment proposed for installation at the WWTP site. Assist CITY staff in selecting process equipment for filtration.
3. Prepare a preliminary opinion of probable cost for the elements identified in the PDR.

Task 2 – Survey and Underground Utility Investigations: The CONSULTANT will perform the following sub-tasks:

1. Surveys - QLH will sub-contract with Southeastern Surveying and Mapping Corp. (SSMC), for the required topographic, route and boundary surveys. Horizontal datum will be based on NAD 83'/90'. Vertical will be based on NGVD 88'. Aboveground and underground utility surveys are required. This work will be accomplished in conjunction with CITY staff to identify existing infrastructure, its location and status. Also included as part of this task order are Level 1 surveys of underground utility information using 'Soft Dig' technology to enhance the accuracy of utility locates.

Task 3 – Project Design and Permitting: The CONSULTANT will perform the following:

1. Preparation of design plans. Minimum plan requirements include: civil, mechanical, structural, instrumentation, landscaping and electrical drawings, which accurately depict existing features and proposed improvements. Drawings shall include plan sheets and detail drawings as required.
2. Lettering size of plans shall be suitable for one-half size reduced drawings.
3. Preparation of Contract Documents. Contract Documents include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions, and Post Bid Documentation).
4. Three (3) interim design meetings with CITY Staff.
5. Submittal of two (2) sets of plans and specifications to the CITY for review and comment at each phase of completion: 60%, and 90%.
6. Submittal of a CONSULTANT'S preliminary opinion of cost at each of the above required design meetings. Costs estimates shall be itemized with unit costs indicated as appropriate.
7. Incorporation of the CITY Staff review comments in the Contract Documents.
8. Furnish requisite sets and one electronic copy of Contract Documents to the CITY for Staff use during construction.
9. Coordinate and obtain geotechnical evaluations for site improvements.
10. Preparation and submittal of permit applications at the 90% stage. Permit fees are to be paid by CITY. The following permits are anticipated:
 - Florida Department of Environmental Protection (FDEP) domestic wastewater facility permit
 - FDEP and/or SJRWMD Environmental Resources Permit
11. Response to up to two (2) Requests for Additional Information from the permitting agencies.
12. Submittal of completion certifications or requests for clearances from the permitting agencies

upon completion of construction.

Task 4 – Grant Assistance: The CONSULTANT will perform the following sub-task:

1. Grant Administration Assistance. CONSULTANT will prepare reimbursement requests on the CITY'S behalf and prepare quarterly updates for SJRWMD.

Task 5 – Bidding Assistance: The CONSULTANT will assist the CITY in the public bidding of the project by completing the following work items:

1. Preparation of bidding documents per CITY standards (CITY to provide word processor files).
2. Compilation of electronic files of plans and specifications for CITY'S use in advertisement and distribution of documents via Demandstar/Onvia or by the CITY.
3. Attend pre-bid meeting.
4. Addressing of potential bidder questions.
5. Preparation of answers to questions for the CITY'S use in preparation and distribution of addenda by the CITY.
6. Attend bid opening.
7. Review of bids.
8. Investigations of bidder's qualifications.
9. Preparation of bid tabulation.
10. Recommendation of bid award.

Task 6 – Construction Contract Administration: The CONSULTANT will provide the following services:

1. Schedule and preside over preconstruction conference.
2. Review shop drawings/materials submittals.
3. Address Contractor questions/RFI's.

4. Provide field directives.
5. Site visits to occur bi-weekly and in conjunction with monthly progress meetings.
6. Review and approval of Contractor monthly pay requests.
7. Review and recommendation of approval of Contractor change order proposals.
8. Review of Contractor progress as-builts.
9. Determine substantial completion.
10. Provide final inspection.
11. Review of Contractor final as-builts.
12. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
13. Coordinate execution of final paperwork.
14. Provide Certificate of Completion to permitting agencies.
15. Attend all startups for new unit processes and equipment. Document startup dates and conformance with specification requirements.
16. Coordinate engineering disciplines for sub-consultants that need to attend equipment startups and training sessions.
17. Oversee Contractor video tape of startup and training sessions.

Section D. CITY'S RESPONSIBILITY

The following items, and others, shall be provided by the CITY in order to assist in the completion of the above mentioned tasks:

- Copies of previous design and construction documents
- Copies of previous site plans
- Reasonable access to facilities
- Timely review and comment at each phase of completion (PDR, 60%, 90%)

- Permit Fees

Section E. CONSULTANT SERVICES NOT INCLUDED

The scope of work excludes design of any improvements outside of this scope of work, environmental mitigation assistance, operational phase assistance and all other work not specifically mentioned.

Section F. DELIVERABLES

The following results shall be delivered by the CONSULTANT:

The CONSULTANT will provide two (2) hard copies and electronic PDF files of the following:

1. Preliminary Design Report (PDR).
2. All surveys, geotechnical reports and analyses.
3. 60% and 90% and final plans.
4. 60%, 90% and final specifications.
5. Startup reports.
6. Record drawings.

Section G. ESTIMATED SCHEDULE

The CONSULTANT will complete the following tasks per the following schedule, following the Notice to Proceed (NTP):

- Task 1 – Prepare site grading plan for a pond at WWTP site. To be permitted as a separate task and constructed by a CITY selected Contractor.
- Task 2 – PDR to be complete within 60 days (2 months).
- Task 3 – Survey and Underground investigations to be completed within 60 days, concurrent with Task 2.
- Task 4 – Project design and permitting to commence after acceptance of PDR. Design and

permitting activities are estimated to take nine (9) months to complete.

Task 5 – Bidding assistance will commence after the CITY approves all plans and specifications. The bid advertisement and award period is expected to take approximately 60 days (2 months).

Tasks 6 & 7 – Contract Administration services will commence after award and are expected to last approximately ten (10) months, for the duration of construction.

Section H. BASIS OF COMPENSATION

For the scope of work described in Section C of this agreement, compensation from the CITY to the CONSULTANT shall be on the basis as indicated in the attached Exhibit A, not to exceed **Three Hundred Thirteen Thousand Six Hundred Thirty-Five and no/100 dollars (\$313,635)** without written authorization, to be billed as follows:

TASK	DESCRIPTION	FEE	BASIS
1	Preliminary Design	\$19,680	Not to Exceed
2 & 3	Surveys and Final Design/Permitting	\$217,495	Not to Exceed
4 & 5	Grant and Bidding Assistance	\$6,030	Not to Exceed
6 & 7	Construction Administration & Support Services	\$70,430	Not to Exceed
	TOTAL TASKS 1 – 7	\$313,635	Not to Exceed

SECTION I - PAYMENT, PARTIAL PAYMENTS AND RESOLUTION OF DISPUTES

All payment requests shall follow the requirements as established within Sections 218.70 through 218.79 - Florida Statutes 'Local Government Prompt Payment Act.

The CITY shall make payments to the CONSULTANT for all milestones completed and deliverables submitted under the authorized work, and to the satisfaction of the CITY, to the date of the statement.

1. The CONSULTANT shall submit signed invoices to the CITY’s project manager.
2. The amount of each invoice submitted shall be the amount due for all eligible services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized work performed during the invoice date of service,

must reference the particular Task name, and must include the invoice date, invoice number, and a list of the itemized charges.

3. The CONSULTANT's invoice shall be submitted along with the progress report for that billing period.
4. CITY's Project Manager shall review the statement and notify the CONSULTANT in writing within ten (10) days from receipt of the invoice if any amounts requested are disputed or lack adequate support or documentation. CITY shall indicate in writing what corrective action is needed and the time by which a corrected invoice should be received by the CITY.
5. In the event a dispute occurs between the CONSULTANT and the CITY concerning payment request or an invoice, such disagreement shall be resolved by a Dispute Committee consisting of representatives of the CITY Manager's Office, Purchasing and the City Attorney.
6. Proceedings to resolve any disputed invoice shall commence no later than forty-five (45) days after the date on which a payment request or proper invoice was received by the CITY and shall follow requirements of Florida Statutes 218.70. through 218.79. Final decision by the CITY shall be concluded no later than sixty (60) days after the date on which the payment request or proper invoice was received by the CITY.
7. If the dispute is resolved in favor of the CITY, then interest charges shall begin to accrue fifteen (15) days after the CITY'S final decision. If the dispute is resolved in favor of the CONSULTANT, the interest shall begin to accrue as of the original date the payment became due.

8. No later than thirty (30) days from acceptance by Project Manager of all the work or services covered by the submitted invoice, the CITY shall pay the CONSULTANT the amount due for any undisputed work.
9. The CITY is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this CONTRACT.
10. Payment of the Final Invoice shall not constitute evidence of CITY's acceptance of work.
11. Final invoice shall be clearly marked as such in bold letters. The Final invoice shall include a report of all the payments made to the CONSULTANT and each Sub-contractor under the Task Order up to date and the amount for the final invoice.
12. Where termination of the CONTRACT is a termination for convenience and not for cause any reasonable and unavoidable costs incurred due to such termination (such as cancelling orders for equipment, materials or services) such payment shall be borne by the CITY.

SECTION J - INDEMNIFICATION & INSURANCE

The CONSULTANT agrees to indemnify and hold the CITY and its officials, officers, and agents harmless from and against any and all actions, claims, losses, penalties, judgments and liabilities for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use and reasonable attorneys' fees resulting there from, to the extent caused by intentional acts, recklessness or negligent acts, errors or omissions of the CONSULTANT or other persons employed or utilized by the CONSULTANT in the performance of or failure to properly perform this CONTRACT to the extent allowable by law ("Indemnified Claims") and the CONSULTANT agrees to indemnify and pay on behalf of the CITY the reasonable cost of the CITY's legal defense (including reasonable attorneys' fees, experts' fees and litigation costs incurred pre-litigation and at all trial and appellate levels) with attorneys and experts as may be selected by the CITY, for the defense of all Indemnified Claims. It is agreed by the parties hereto that specific consideration has been paid

under this CONTRACT for this indemnification and hold harmless provision. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY'S exclusive remedy. This indemnification and hold harmless provision shall survive termination and expiration of this CONTRACT.

The CONSULTANT shall provide the following described insurance policies with insurers acceptable to the CITY. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance submitted to the CITY prior to award of this CONTRACT. These policies of insurance shall cover the CONSULTANT for claims, demands, and expenses, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts, errors or omissions of the CONSULTANT. Said policies shall provide limits in the amount not less than \$1,000,000.00 per occurrence, with the exception of Professional Liability which shall provide limits of \$1,000,000.00 per claim, to cover claims arising in connection with any particular accident or occurrence.

The CONSULTANT shall also provide and maintain Workers' Compensation insurance (for statutory limits) as required by Florida Statutes, Chapter 440. All policies shall be endorsed to provide CITY thirty (30) days prior written notice of any changes or cancellations of said policies. Certificate of Insurance will be provided and maintained with the CITY throughout the term of this CONTRACT. These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The CITY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONSULTANT'S interests or liabilities, but are merely minimums. The CONSULTANT shall provide the CITY with certificates of insurance evidencing compliance with the insurance requirements of this paragraph prior to commencing services, and at other times as may be requested by the CITY.

SECTION K – DISPUTES/VENUE/ATTORNEY'S FEES

As a condition precedent to the filing of any suit or other legal proceeding arising from or related to this CONTRACT, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation arising out of or relating to this CONTRACT 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. In the event of mediation or litigation between the parties concerning or arising from this CONTRACT and unless otherwise provided by law, each party shall bear their own attorneys' fees and litigation costs except for in claims by the CITY for indemnity from CONSULTANT under this CONTRACT.

SECTION L - CONTINGENT FEES

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this CONTRACT and that they have not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage or contingent fee, gift or any other consideration, contingent upon, or resulting from award or making of this CONTRACT. For any breach or violation of this provision, the CITY shall have the right to terminate this CONTRACT, without liability, and, at its discretion, to deduct from the CONTRACT price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details

of such breach or violation to the proper legal authorities where and when appropriate.

SECTION M - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this CONTRACT, the CITY may declare the CONSULTANT in default by written notification. Upon receipt of notification, CONSULTANT will be provided ten (10) days in which to cure. In the event that the CONSULTANT is unable to cure and partial payment has been made for professional services not completed or defectively performed, the CONSULTANT shall return any sums due to the CITY as a result of CONSULTANT'S default within ten (10) days after notice and demand that said sums are due. The CONSULTANT shall not be compensated on a percentage of any deficient professional services which have been performed at the time the CITY declares a default. The CITY shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the CITY to finish the work to the extent that the CITY does not incur additional costs.

SECTION N - RIGHT OF APPEAL

All services shall be performed by the CONSULTANT to current reasonable professional standards and practices and to the reasonable requirements of the CITY. The CITY shall decide and dispose of all claims, questions and disputes arising under this CONTRACT. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of the CITY, within ten (10) days after determination by the CITY, the CONSULTANT shall present any such objections in writing to the CITY and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Purchasing Department, CITY Manager's Office and another CITY representative designated by the CITY Manager for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONSULTANT goes through the appeal process established in this

CONTRACT and provided further that the CONSULTANT strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION O - SUCCESSORS AND ASSIGNS

The CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this CONTRACT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this CONTRACT.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this CONTRACT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this CONTRACT. Nothing contained in this CONTRACT shall be construed as giving any rights or benefits to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this CONTRACT will be the sole and exclusive benefit of the CITY and the CONSULTANT, and not for the benefit of any other party.

SECTION P - TERMINATION/MODIFICATION OF CONTRACT

1. In the event the CONSULTANT disregards the authority of the CITY or violates the provisions of this CONTRACT, or otherwise fails to comply with any provisions of this CONTRACT or if the progress or quality of the work is unsatisfactory, Director or designee may serve written notice to CONSULTANT and if CONSULTANT fails within a period of ten (10) calendar days to correct such failure, CITY may terminate this CONTRACT upon ten (10) days written notice to CONSULTANT. Upon termination CONSULTANT shall immediately cease performance of this CONTRACT and shall deliver to CITY all completed or partially completed work including but not limited to all original papers, records, drawings, models, and other materials set forth and described in this CONTRACT, within thirty (30) calendar days of the termination date established in the written Notice.
2. The CONSULTANT may terminate this CONTRACT for any reason upon thirty (30) days written notice to CITY, provided that any outstanding approved Task Order is completed by the CONSULTANT.
3. In addition, CITY may terminate this CONTRACT for any reason upon at least thirty (30) days written notice to CONSULTANT.
4. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily and completely performed work previously authorized and shall be determined on the basis of the work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the CITY up to the time of termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, select to employ other persons to perform the same or similar services.
5. The terms of this CONTRACT may be modified upon the mutual Agreement of the

CONSULTANT and the CITY as confirmed in writing.

6. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in the principals or project managers of the CONSULTANT, the CITY reserves the right to terminate this CONTRACT subject to the terms prescribed above.
7. In the event of termination of this CONTRACT the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY in connection with this CONTRACT, of which, the CITY shall have full ownership thereof, CONSULTANT may retain copies of such documents for record purposes.

SECTION O - INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this CONTRACT as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this CONTRACT shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employees or representative of the CITY.

SECTION R - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this CONTRACT at any time during the prosecution of the work included herein and for a period of five years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION S - UNAUTHORIZED ALIEN WORKERS

The CITY will not intentionally award publicly funded CONTRACTS to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. §1324 of the Immigration Nationality Act ("INA").

The CITY shall consider a violation of the INA as grounds for unilateral cancellation of this CONTRACT by the CITY.

SECTION T - EMPLOYMENT

The CONSULTANT shall not engage the services of any person or persons now employed by the CITY, including any department, agency, board of commission thereof, to provide services relating to the CONTRACT without the written consent from the CITY.

SECTION U - PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not perform work as a contractor, supplier, sub-contractor, or CONSULTANT under a CONTRACT with a public entity, and may not transfer business with any public entity in excess of the threshold amount provided in section 287.017 F.S. for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION V - PROFESSIONAL STAFF, LICENSING AND SUBCONTRACTING

CONSULTANT was selected in part because of the involvement of certain individuals employed by the CONSULTANT and identified on the Statement of Qualifications of the CONSULTANT. The CONSULTANT agrees that the persons identified in such document shall not be removed for the project without prior written approval by the CITY.

CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this CONTRACT. Notification shall be made within ten (10) days prior to the changes. Any such request shall be supported by comprehensive documents outlining the reason(s) for the proposed substitution and include the specific qualifications of the proposed substitute. CITY has the right to reject proposed changes in key personnel. Further, CITY, in lieu of approving a substitution, may initiate other actions under the CONTRACT, including termination.

CONSULTANT shall at all times during the term of this CONTRACT at its own cost and

expense, maintain such licenses as are required for the performance of work referenced herein by this CONTRACT.

CONSULTANT shall maintain an adequate and competent staff of professional engineers and/ or architects licensed within the State of Florida.

The CONSULTANT shall not sub-contract, assign, or transfer any work under this CONTRACT without the prior written approval of the CITY. When applicable, the CONSULTANT shall cause the names of any sub-contracted firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Such written consent includes the approval of a Task Order issued by the CITY provided the fee proposal for that Task Order indicates the use of such sub-Contractor.

Approval by CITY of any sub-contractor of any work shall not relieve CONSULTANT of any responsibility for, or liability in connection with fulfillment of its obligations under this CONTRACT.

SECTION W - OWNERSHIP OF DOCUMENTS

All documents including but not limited to: detailed reports, tracing, disks, plans, models, programs, specifications, maps, contract documents, record documents, original field survey, data notes, and other tangible work products developed by the CONSULTANT pursuant to this CONTRACT and any assigned Task Orders shall be delivered to and shall become the property of the CITY without restrictions or limitations upon their use or distribution and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this CONTRACT is complete, all of the above work products shall be delivered to the CITY for its use.

The CONSULTANT shall not be liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by the

CONSULTANT.

SECTION X - REUSE OF DOCUMENTS

The CONSULTANT may not reuse data or work products developed by the CONSULTANT for the CITY without express written permission of the CITY.

Any plans which the CONSULTANT provides under this CONTRACT shall contain a statement that they are subject to reuse restrictions in accordance with the provisions of Florida Statutes 287.055.

SECTION Y - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The CONSULTANT hereby represents and warrants to CITY that CONSULTANT is experienced in and competent to perform the services described in this CONTRACT.

The CONSULTANT shall perform all services with the standard of care and skill ordinarily performed by like professionals performing similar work.

When necessary, the CITY may request additional data collection or re-analysis of data at no expense to the CITY. If the original data collected or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section VIII of this Agreement.

SECTION Z - NON EXCLUSIVE CONTRACT

The parties acknowledge that this CONTRACT is not an exclusive CONTRACT and the CITY may employ other engineers, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

The CITY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the CITY.

SECTION AA - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT

agrees to execute a truth-in-negotiations certificate stating that wage rates and other factual unit costs supporting the compensation of this CONTRACT are accurate, complete, and current at the time of contracting; and agrees the original CONTRACT price and any additions may be adjusted to exclude any significant sums by which the CITY determines that such CONTRACT price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such CONTRACT adjustments shall be made within one (1) year following the end of the CONTRACT.

SECTION BB - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The CONSULTANT further covenants that, in the performance of this CONTRACT, no person having any such interest shall be employed.

SECTION CC - ENTIRETY OF CONTRACT

This writing, together signed Notices to Proceed that may follow, embody the entire CONTRACT and understanding between the parties hereto, and there are no other CONTRACTS and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

This CONTRACT supersedes all prior agreements, CONTRACTS, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to services whether written or oral.

No alteration, change, or modification of the terms of this CONTRACT shall be valid unless made in writing, signed by both parties hereto as an addendum to this CONTRACT, or as specifically prescribed in a Task Order.

This CONTRACT, regardless of where executed, shall be governed by and construed

according to the laws of the State of Florida.

SECTION DD · NOTICES

Any notices, or other written communications pertaining to the enforcement of provisions contained within this CONTRACT from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the following address:

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

With copy of the Director of Public Services Department at the same address.

Any notices, or other written communications pertaining to the enforcement of provisions contained within this CONTRACT from the CITY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the CITY or delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

SECTION EE – PUBLIC RECORDS.

CONSULTANT acknowledges and agrees that the CITY is a public entity that is subject to Florida's public records laws and as such, records in CONSULTANT's possession relating to the Project and work performed for the CITY are subject to inspection and copy pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, deemed confidential, or excepted by applicable law. CONSULTANT shall comply with Chapter 119, Florida Statutes, and specifically with the "Contractor" requirements of Section 119.0701(2)(b), Florida Statutes, concerning public records, which statutory requirements are hereby incorporated herein by this reference.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF WINTER GARDEN, ATTN: CITY CLERK, TELEPHONE: 407-656-4111, EMAIL:

kgolden@cwgd.com; 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.

Upon request by the CITY, the CONSULTANT shall, within three business days, supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this CONTRACT shall, at any and all reasonable times during the normal working hours of the CONSULTANT, be open and freely exhibited to the CITY for the purpose of examination and/or audit. Since public records are of utmost importance to the conduct of CITY business and because of the legal obligations imposed upon the CITY and CONSULTANT by the Public Records Law, CONSULTANT agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the CITY, regardless of any contractual or other dispute that may arise between CONSULTANT and the Owner. Upon termination or expiration of this CONTRACT, CONSULTANT shall make arrangement with the CITY's City Clerk to deliver public records in CONSULTANT's possession to the CITY. This provision shall survive expiration and termination of this CONTRACT.

SECTION FF - NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained in this CONTRACT shall be considered or deemed a waiver of the CITY's sovereign immunity protections or of any other immunity, defense or privilege afforded to the CITY or its officials, officers, employees and agents under law.

SECTION GG. NO LIENS.

CONSULTANT acknowledges and agrees that the CITY is a Florida municipality and, as such, the CITY's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. CONSULTANT shall not file or record claims of lien or any other liens against any Project or property owned by the CITY.

SECTION HH. - REDUCTION OR SUSPENSION OF SERVICES.

The CITY shall have the sole right to reduce (or eliminate, in whole or in part) the scope of the services at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event the CONSULTANT shall be fully compensated for the services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the CITY's notification of the reduction. The

CONSULTANT shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, CONSULTANT will not be compensation for services not performed or that are eliminated from this CONTRACT by CITY.

Further, the CITY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this CONTRACT. Such direction shall be in writing, and shall specify the period during which services shall be stopped. The CONSULTANT shall resume its services upon the date specified or upon such other date as the CITY may thereafter specify in writing. The period during which the CITY stops the services shall be added to the original completion date as CONSULTANT's sole remedy for such suspension or delay. The suspension or delay of services, regardless of whether caused by the actions or inactions of the CITY, shall not give rise to any claim by the CONSULTANT against the CITY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2016.

ATTEST:

CITY OF WINTER GARDEN, FLORIDA

City Clerk

By:

Michael Bollhoefer, City Manager

Reviewed for legal form and content for reliance only by the City of Winter Garden:

City Attorney

ATTEST:

QUENTIN L. HAMPTON ASSOC., INC.



Bernadette Fox

By:



Brad T. Blais, P.E.
President

EXHIBIT 'A'
WINTER GARDEN
STORMWATER CAPTURE, TREATMENT AND REUSE
ESTIMATED MANHOURS BREAKDOWN
JUNE 28, 2016

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Production Supervisor	CADD Tech	Administrative Support	Construction Project Representative (Inspector)	Allowance	Total Task (\$)
	Hourly Rate	\$175	\$140	\$80	\$80	\$55	\$65	n/a	
1	Task 1 - Preliminary Design								
a	Collect and Review Site Data and Grant Requirements	8	8	0	0	4	0	\$ -	\$2,740
b	Evaluate Water Quality	8	8	0	0	1	0	\$ -	\$2,575
c	Evaluate Existing Electrical & Instrumentation Systems	2	0	0	0	2	0	\$ 1,500.00	\$1,960
d	Prepare Conceptual Layouts/Site Plans	8	16	0	40	2	0	\$ -	\$6,950
e	Prepare Preliminary Design Report	8	24	0	8	1	0	\$ -	\$5,455
	Task 1 Subtotals	34	56	0	48	10	0	\$1,500	\$19,680
2&3	Tasks 2 & 3 -Surveys and Final Design/Permitting							\$ -	
a	Prepare Grading Plans for Pond #1	8	16	4	40	8	0	\$ -	\$7,600
b	60% Design	84	124	40	280	16	0	\$ -	\$58,540
c	Attend 60% Design Review Meeting	4	4	0	0	0	0	\$ -	\$1,260
d	90% Design and Attend 90% Design Review Meeting	44	84	24	120	24	0	\$ -	\$32,300
e	Permitting	16	80	80	40	24	0	\$ -	\$24,920
f	Final Design	16	16	2	16	4	0	\$ -	\$6,700
g	Cost Estimates	4	8	0	0	1	0	\$ -	\$1,875
	Printing Allowance							\$1,000	\$1,000
	Surveying Allowance							\$16,000	\$16,000
	Electrical Engineer Allowance							\$9,000	\$9,000
	Landscaping Allowance							\$14,300	\$14,300
	Geotechnical Allowance							\$44,000	\$44,000
	Task 2 & 3 Subtotals	176	332	150	496	77	0	\$84,300	\$217,495
4&5	Tasks 4 & 5 - Grant and Bidding Assistance								
a	Prepare bidding documents	4	4	0	0	8	0	\$ -	\$1,700
b	Compile Electronic Files	0	0	0	4	4	0	\$ -	\$540
c	Attend Pre-Bid	4	4	0	0	0	0	\$ -	\$1,260
d	Address Bidder Questions and Prepare Answers for Addenda	4	4	0	0	1	0	\$ -	\$1,315
e	Review Bids and Investigate Bidders	4	0	0	0	2	0	\$ -	\$810
f	Bid Award Recommendation	2	0	0	0	1	0	\$ -	\$405
	Task 4 & 5 Subtotals	18	12	0	4	16	0	\$0	\$6,030
6	Task 6 - Construction Administration and Support Services								
a	Attend Preconstruction Conference	4	4	0	0	1	0	\$ -	\$1,315
b	Review Shop Drawings	6	24	0	0	4	0	\$ -	\$4,630

EXHIBIT 'A'
WINTER GARDEN
STORMWATER CAPTURE, TREATMENT AND REUSE
ESTIMATED MANHOURS BREAKDOWN
JUNE 28, 2016

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Production Supervisor	CADD Tech	Administrative Support	Construction Project Representative (Inspector)	Allowance	Total Task (\$)
c	Address Questions/RFI's	2	16	0	0	4	0	\$ -	\$2,810
d	Site Visits	80	16	0	0	4	0	\$ -	\$16,460
e	Progress Meetings	80	40	0	40	6	0	\$ -	\$23,130
f	Review/Approval of Pay Requests	20	0	0	20	4	0	\$ -	\$5,320
g	Review/Recommendation of change orders	20	10	0	0	2	0	\$ -	\$5,010
h	Review Final As-Builts	8	40	8	8	1	8	\$ -	\$8,855
i	Final Certifications	8	0	8	8	4	0	\$ -	\$2,900
	Task 6 & 7 Subtotals	228	150	16	76	30	8	\$ -	\$70,430
	Total All Tasks	456	550	166	624	133	8	\$85,800	\$313,635

Notes/Assumptions:

1. Construction duration assumed to be 10 months.
2. Allowance items will be billed at actual cost plus 10%.

EXHIBIT 'B'

SUB-CONSULTANT PROPOSALS

1. TLC Engineering for Architecture, Inc., (Electrical & Instrumentation)
2. Southeastern Surveying and Mapping Corp., (Surveys)
3. Ravensdale Planning & Design, (Landscape Design)
4. Andreyev Engineering, Inc., (Geotechnical Investigations, Monitoring & Permitting Assistance)

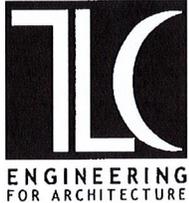
**WINTER GARDEN
PRELIMINARY OPINION OF PROBABLE COSTS**

STORMWATER CAPTURE AND REUSE

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	3,500	LF	16" HDPE	\$ 120.00	\$ 420,000.00
2	2	LS	Lift Stations	\$ 150,000.00	\$ 300,000.00
3	2	LS	Intakes	\$ 50,000.00	\$ 100,000.00
4	1	LS	Baffle Box and Filter	\$600,000.00	\$ 600,000.00
5	2	LS	Sitework/??? Const.	\$150,000.00	\$ 300,000.00
6	1	LS	Landscaping and Irrigation	\$100,000.00	\$ 100,000.00
7	1	LS	Electrical and Inspection	\$200,000.00	\$ 200,000.00
8	1	LS	High Service Pumps	\$100,000.00	\$ 100,000.00
			CONSTRUCTION SUB-TOTAL		\$ 2,120,000.00
			CEI SERVICES @ 15%		\$ 318,000.00
			CONTINGENCY @ 20%		\$ 424,000.00
			TOTAL BID		\$ 2,862,000.00

Notes:

1. Actual costs may vary; QLH does not guarantee estimate.



June 27, 2016

Mr. Brad Blais, P.E.
President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32127
Delivered via email: bblais@glha.com

**Re: Winter Garden Water Filtration System Electrical Design
Professional Electrical Design Services Proposal**

Dear Brad:

TLC Engineering is pleased to submit the following proposal to provide electrical services for the project referenced above. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of electrical design including SCADA conduit / cabling for the city of Winter Garden Storm Water Filtration System located in Winter Garden, Florida. TLC's proposal is based on information provided in your email of June 24, 2016.

BASIC SCOPE OF SERVICES

TLC anticipates submittals at the following design stages:

- 50% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Quentin L. Hampton Associates, Inc.** or compensated as a reimbursable expense.

Up to two (2) design review meetings are included in TLC's proposed work scope.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) and submittal review during the construction period.
4. A total of two (2) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance

with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED TO TLC

In addition to Owner Responsibilities defined in EJCDC Document 1910-1, 1996 Edition – Standard Form of Agreement Between Owner and Engineer, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Quentin L. Hampton Associates, Inc.**, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2007 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

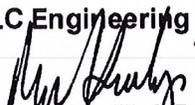
We propose to provide the above-described basic scope of services for a lump sum fee of **\$7,900.00**.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using EJCDC Document No. 1910-1, 1996 Edition - Standard Form of Agreement Between Owner and Engineer.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering for Architecture


Moncef Hadiji, PE, RCDD, LEED AP, GGP
Principle / Sr. Electrical Engineer


Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director

Attachments

Quentin L. Hampton Associates, Inc.

By: _____

Print Name and Title

Date

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE CIVIL ENGINEER Professional Engineering Services Proposal

1. Copy of Owner-Civil Engineer Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
4. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2007 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2007 Edition - Standard Form of Agreement Between Architect and Consultant, Article 4.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of mechanical systems life cycle cost analysis.
10. Civil, structural, mechanical & plumbing engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. MEP system commissioning or FBC C408 Commissioning.
13. Threshold Inspection Services.
14. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
15. Development of "as-built" or record drawings.
16. Detailed cost estimating services.
17. Design of Distributed Antenna System (DAS) or In-building Public Safety Radio Enhancement Systems.

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Michael L. Dougherty, PSM
 Bruce C. Ducker, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE, GISP
 Daniel J. Henry, PSM, PLS
 Matthew G. Jennings, RLS
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM
 Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM



Southeastern Surveying and Mapping Corporation
 Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

James L. Petersen, PSM
 Eddie L. Richardson, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 John S. Thomas, PSM
 Edward W. Wackerman, PSM
 Thomas P. Young, Jr., PSM, GISP
 Kirk R. Hall, EI, GISP
 Brad A. Stoppel, EI, GISP
 Catherine E. Galgano, GISP
 Cheryl A. Isenberg, GISP
 Brian E. Latchaw, GISP
 Patrick J. Phillips, GISP
 Donna L. Hendrix, CST IV
 Frank B. Henry, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

June 02, 2016

VIA EMAIL: jmischle@qlha.com

Mr. John Mischle
 Production Manager
 Quentin L. Hampton Associates, Inc. (QLHA)
 4401 Eastport Parkway
 Port Orange, FL 32127

RE: City of Winter Garden – Stormwater Design Project
Crest Avenue / W. Division Street
Section 14, Township 22 South, Range 27 East, Orange County, Florida

Dear Mr. Mischle,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide a Design Topographic Survey and establish the apparent Right-of-Way in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Determine the existing right-of-way along E. Crest Avenue from the east side of the City of Winter Garden Sewer Treatment Plant to the intersection at W. Division Street; and also along W. Division Street to its intersection with N. Lakeview Avenue (a/k/a W. Crest Avenue).
2. Horizontal and vertical control for the project will be set at right-of-way lines to aid in future construction. State Plane horizontal coordinates and NAVD'88 Vertical Datum will be used.
3. Topographic survey along roadways will extend to the back of sidewalk or right-of-way lines, whichever extends out the furthest.
4. Obtain cross-sections at 50 foot intervals along the route.
5. Intersecting side roads will be surveyed to the return radius and have existing right-of-way shown.
6. Locate all above ground fixed utilities, and underground utilities as marked by the City and utility owners representatives as a result of contacting Sunshine 811.

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Drive Suite 104 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46 th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax
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Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • RLS: Georgia Registered Land Surveyor • PE: Professional Engineer
Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician

7. Locate existing stormwater and sewer systems within the project area to include pipe size, material and elevation.
8. The proposed easterly stormwater area will be surveyed per the limits shown in Figure 2 of the QLHA provided exhibits. Parcel lines will be determined from the Orange County Property Appraisers Site.
9. The proposed west retention area will be surveyed per the limits shown in Figure 1 of the QLHA provided exhibits. Parcel lines will be determined from the Orange County Property Appraisers Site, with the exception of the south end whereby the north side of the adjacent subdivision will be determined and shown.
10. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing.
11. Locate all trees 6-inch or greater along the project route.
12. Surveys and survey drawings will conform to QLHA Survey/CAD Requirements.
13. Wetland location ***is not*** a part of this proposal.

Southeastern Surveying will contact Sunshine 811 and provide all contact information for utility providers in the area, but we cannot guarantee that the Utility owners will mark their lines. All topographic features in the original Scope of Work will be located with the caveat that we can only locate subsurface utilities that are designated / marked by the Utility Owners or their designated representatives.

Our fees for this project will be **Fourteen Thousand Four Hundred Ninety Six Dollars (\$14,496.00).**

We anticipate completion of the above described work within **six (6)** weeks after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

We look forward to the opportunity to work with you on this project.

Sincerely,



James M. Dunn, II, P.S.M.
Project Manager

JMD:gac

Page 3

Mr. John Mischle

County of Winter Garden – Stormwater Design Project

June 02, 2016

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

Send all Agreements to:

Orlando Corporate Office
6500 All American Boulevard
Orlando, FL 32810.
Fax: 407-292-0141
Email: info@southeasternsurveying.com

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.

If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.

ACCEPTED BY:

Principal / or Corporate Officer	TITLE	Printed Name	Date
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Ravensdale Planning & Design

Land Planning • Landscape Architecture • Project Management • Expert Witness

Scott V. Moore, R.L.A. 1020

President

June 24, 2016

Brad Blais, PE
Quentin L. Hampton Associates, Inc.
Consulting Engineers
4401 Eastport Parkway
Port Orange, Florida 32129-0247

Subject: Winter Garden Stormwater Reclaim
Winter Garden, Florida

Dear Brad:

The following proposal is submitted for your consideration and approval. This will confirm that you authorize Ravensdale Planning and Design to perform the following scope of work on the above mentioned project.

Scope of Work

We propose to provide landscape architectural and irrigation plans on the above mentioned project. These construction documents will include name, location and details for all plant material and irrigation parts/design. Also included will be the golf cart bridge details including style, location and size. Construction and foundation design will be provided by site contractor.

The above mentioned work shall be performed using the civil engineers plans as a base, to be provided in ACAD 2011 upon execution of the contract.

The Landscape Architect shall provide one revision to the landscape plans per the owner comments prior to submittal to Winter Garden. The Landscape Architect shall also perform any landscape design revisions based on Winter Garden comments as part of this fee until approval of said plans. Any layout changes required to the base plan by the civil engineer due to client or Winter Garden comments once the landscape design plans have been completed shall constitute an additional service.

Fee Basis

Final engineering construction documents	\$12,750.00
Landscape and irrigation	

For the Landscape Architects services as described above, the compensation shall be Twelve Thousand Seven Hundred Fifty Dollars (\$12,750.00)

Additional Services

The cost of additional services and fees shall be approved in writing prior to the Landscape Architect starting the work, those services shall include but not limited to:

Entry Signage Design
Hardscape Design (pavement Patterns, retaining walls, etc.)
Hardscape Elements Architectural Services (gazebo's, walls, signage)
Construction Observation
Meetings

Reimbursable Expenses

Reimbursable expenses are in addition to the basis services indicated in this proposal and shall include plotting of landscape plans for submittal to the local jurisdiction, overnight/ courier delivery fees, and color copies. These services shall be billed at cost plus 10% for administration services and coordination.

Payment for Services

Payment shall be made upon receipt of invoice and are due and payable following receipt. Outstanding invoices will be charged a 1.5% per month service charge.

Special Terms and Conditions

If at any time the project is cancelled or delayed, minimum payment to the Landscape Architect shall be reimbursement of all expenses accrued to date plus a percentage of the contract fee for work completed to date.

Services requested in this agreement will not commence until an executed agreement is received from you.

Respectfully Submitted,

Scott V. Moore, RLA 1020
Landscape Architect
Ravensdale Planning & Design

ACCEPTED: _____
Signature Date



June 29, 2016

TO: Quentin L. Hampton Associates, Inc.
P.O. Drawer 290247
Port Orange, Florida 32129-6810

Attention: Brad Blais, P.E.

Subject: **Proposal**, Geotechnical Investigation, Monitoring & Permitting Assistance
Bradford Park & Crestview Park Stormwater Capture Ponds
City of Winter Garden, Florida

Dear Mr. Blais:

Per our meetings with the city and review of project plans, Andreyev Engineering, Inc. (AEI) submits this proposal to provide geotechnical investigations at proposed structures, monitoring of groundwater levels at and adjacent areas of the two sites, reduction of data, evaluation, and assistance with permitting efforts. These data will be used to generate mass grading plans and final construction plans for the 2 proposed stormwater capture ponds and treatment systems.

The following is a summary of our anticipated scope of work:

1. Coordinate with QLHA and the city to finalize location of structures and pipelines to be installed for this project, coordinate with the surveyor to stake the exact location of the structures and conduct the necessary geotechnical investigations consisting of SPT borings, auger borings, density tests, laboratory test and groundwater measurements. We are estimating a total of 10 SPT borings (40 to 60 feet), 25 auger borings 10 to 20 feet, and installation of stand pipes in the borings for water level measurements
2. Install piezometers and staff gages and generate groundwater elevation data for permitting assistance. These will most likely be needed for wetland impact analyses and drawdown effects due to stormwater capture. We are estimating installing 4 to 8 piezometers and 2 to 4 staff gages for water level measurement and monitoring of the piezometers for up to 2 months, if necessary.
3. Prepare reports, maps, analysis and provide data as needed for the final design plan development and permitting.
4. Attend meeting, presentations, conference calls and other services as needed.

At this time, it is difficult to predict the amount of time and investigation that may be needed for the duration of this project. However, we are providing the following budgetary estimates for contract approval. Should the scope of work change or new services be identified during the design phase, we will submit a new proposal at that time. We will utilize our current fee schedule to invoice our work on a monthly basis.

The estimated costs associated with the geotechnical investigations, testing, monitoring, evaluation, analyses, reporting and attendance of meets is **\$40,000**.

If you have any questions or comments, please do not hesitate to contact the undersigned at 312-238-9219.

Sincerely,
Andreyev Engineering, Inc.

A handwritten signature in black ink, appearing to read 'N. E. Andreyev', written in a cursive style.

Nicolas E. Andreyev, P.E
President

THESE DRAWINGS ARE SCHEMATIC IN NATURE AND NOT INTENDED TO BE SCALED



No.	BY	REVISIONS	DATE	No.	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
 FLORIDA CERTIFICATE—of—AUTHORIZATION No. 626
 PHONE: (386) 761-6810 FAX: (386) 761-3977
 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

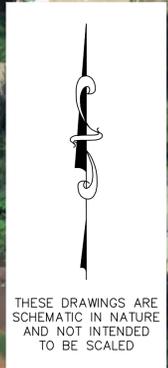
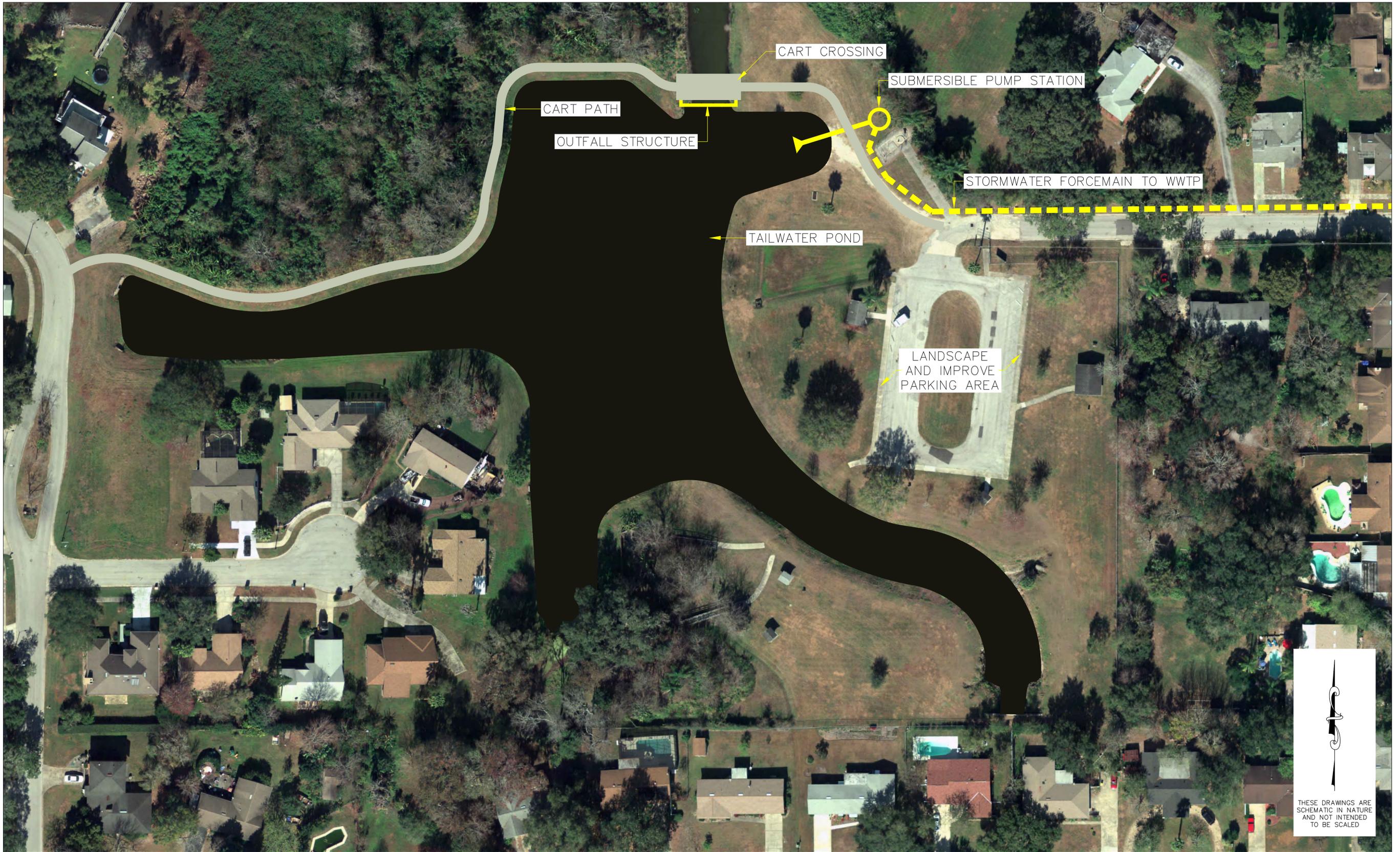
City of
WINTER GARDEN
 ORANGE COUNTY, FLORIDA

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 PROJECT No. WG001

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KEVIN A. LEE, P.E.
 FLORIDA REGISTRATION
 #71501

SHEET No.
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No.	BY	REVISIONS	DATE	No.	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
 FLORIDA CERTIFICATE—of—AUTHORIZATION No. 626
 PHONE: (386) 761-6810 FAX: (386) 761-3977
 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

City of
WINTER GARDEN
 ORANGE COUNTY, FLORIDA

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C **R** **ND** **R** **S**
 PROJECT No. WG001

R **1**
 DRAWN BY: ADK

KEVIN A. LEE, P.E.
 FLORIDA REGISTRATION
 #71501

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1
 3