



AGENDA
CITY COMMISSION
***REVISED 11/8/2016**
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

NOVEMBER 10, 2016

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Workshop Minutes and Regular Meeting and Community Redevelopment Agency Meeting Minutes of October 27, 2016

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

3. **PRESENTATIONS**

A. **Proclamation 16-18** Celebrating 25 years of Community Revitalization

B. **Proclamation 16-19** Declaring National Hunger and Homelessness Awareness Week November 12 – 20, 2016

4. **FIRST READING OF PROPOSED ORDINANCE**

A. **Ordinance 16-61**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for December 8, 2016** - Assistant City Manager of Administrative Services Gilbert

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

A. **Ordinance 16-60**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-186, DEFINITIONS; AMENDING SECTION 54-188, BOARD OF TRUSTEES; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-192, PRE-RETIREMENT DEATH; AMENDING SECTION 54-193, DISABILITY; AMENDING SECTION 54-195, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 54-200, MAXIMUM PENSION; AMENDING SECTION 54-201, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 54-212, PRIOR POLICE AND FIRE SERVICE; AMENDING SECTION 54-213, REEMPLOYMENT AFTER RETIREMENT; ADDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE (*Postponed 10/27/2016*) - Assistant City Manager of Administrative Services Gilbert

- B. **Ordinance 16-68:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 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
- C. **Ordinance 16-69:** 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 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 16-70:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (*Postponed 10/27/2016*) – Community Development Director Pash

6. **REGULAR BUSINESS**

- A. **Resolution 16-09:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA SUPPORTS THE FLORIDA ALLIANCE OF BOYS AND GIRLS CLUBS IN ITS REQUEST TO THE FLORIDA LEGISLATURE FOR APPROPRIATIONS TO PROVIDE TO BENEFIT THE BOYS AND GIRLS CLUBS AND THEIR AFTER-SCHOOL PROGRAMS; PROVIDING AN EFFECTIVE DATE – Community Relations Manager Vaughn
- B. Recommendation to approve collective bargaining agreement with the Florida State Lodge, Fraternal Order of Police, Inc. from November 21, 2016 to September 30, 2019 - Assistant City Manager of Administrative Services Gilbert
- C. *Appointment to the Planning and Zoning Board for seat vacated because of term limits held by Mark Maciel (District 3) – Community Development Director Pash

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

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

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

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to the Regular Meeting on Thursday, December 8, 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 AND COMMUNITY REDEVELOPMENT AGENCY MINUTES

October 27, 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, City Attorney Kurt Ardaman, City Clerk Kathy Golden, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Don Cochran, Community Development Director Steve Pash, Economic Development Director Tanja Gerhartz, Fire Chief Matt McGrew, Information Technology Director Chad Morrill, and Police Chief George Brennan

1. **APPROVAL OF MINUTES**

Motion by Commissioner Makin to approve the regular meeting minutes of October 13, 2016 as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

2. **PRESENTATION**

Proclamation 16-13 was presented by the Mayor and Commissioners declaring November 5th through 12th, 2016 as the “Week of the Family”. Elizabeth Rahter, Chairperson for Week of the Family, accepted the Proclamation and expressed their gratitude for the City’s participation in this effort.

Agenda Items 3.J, 3.K, and 3.L were addressed at this point in the meeting.

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

J. **Ordinance 16-68:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 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

K. **Ordinance 16-69:** 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 8.82 ± ACRES LOCATED AT 602

EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- L. **Ordinance 16-70**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 16-68, 16-69, 16-70 by title only. City Manager Bollhoefer stated that at the last meeting it was noted that there were still discussions going on with Orange County Public Schools (OCPS) regarding the school and those issues have not since been resolved. He recommended postponement of this item until the November 10, 2016 at 6:30 p.m.

There were discussions on whether the parties involved are in agreement with postponing of this item in light of possible deadlines. City Attorney Ardaman informed the Commission that a meeting to discuss the unresolved items would be held on Monday, in City Hall at 3:00 p.m.

Motion by Commissioner Olszewski to POSTPONE Ordinances 16-68, 16-69, and 16-70 until November 10, 2016 at 6:30 p.m. Seconded by Commissioner Sharman and carried unanimously 5-0.

- A. **Ordinance 16-55**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.58 ± ACRES LOCATED AT 15001 WEST COLONIAL DRIVE AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- B. **Ordinance 16-56**: 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 1.58 ± ACRES LOCATED AT 15001 WEST COLONIAL DRIVE AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 16-57**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.58 ± ACRES LOCATED AT 15001 WEST COLONIAL DRIVE AT THE NORTHWEST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD FROM ORANGE COUNTY C-2

COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 16-55, 16-56, and 16-57 by title only. Community Development Director Pash stated that this is a voluntary annexation of approximately 1.58 acres of property and described the location. The owners are requesting commercial land use and C-2 zoning. He noted that this property is in the West State Road 50 Overlay District. Staff recommends approval of Ordinances 16-55, 16-56, and 16-57.

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

Motion by Commissioner Sharman to adopt Ordinances 16-55, 16-56, and 16-57. Seconded by Commissioner Makin and carried unanimously 5-0.

- D. **Ordinance 16-62:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.21 ± ACRES LOCATED AT 420 WEST STORY ROAD ON THE SOUTHEAST CORNER OF WEST STORY ROAD AND FOSTER AVENUE INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 16-63:** 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 0.21 ± ACRES LOCATED AT 420 WEST STORY ROAD ON THE SOUTHEAST CORNER OF WEST STORY ROAD AND FOSTER AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 16-64:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.21 ± ACRES LOCATED AT 420 WEST STORY ROAD ON THE SOUTHEAST CORNER OF WEST STORY ROAD AND FOSTER AVENUE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 16-62, 16-63, and 16-64 by title only. Community Development Director Pash stated that this is a voluntary annexation of a single family lot. The owner has requested low density residential and R-2 zoning. Staff has reviewed it and recommends approval of Ordinances 16-62, 16-63, and 16-64.

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

**Motion by Commissioner Buchanan to adopt Ordinance 16-62, 16-63, and 16-64.
Seconded by Commissioner Makin and carried unanimously 5-0.**

- G. **Ordinance 16-65:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 3.74 ± ACRES LOCATED AT 14991 WEST COLONIAL DRIVE AT THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- H. **Ordinance 16-66:** 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 3.74 ± ACRES LOCATED AT 14991 WEST COLONIAL DRIVE AT THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- I. **Ordinance 16-67:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 3.74 ± ACRES LOCATED AT 14991 WEST COLONIAL DRIVE AT THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND TILDENVILLE SCHOOL ROAD FROM ORANGE COUNTY C-1 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 16-65, 16-66, and 16-67 by title only. Community Development Director Pash stated that this is a voluntary annexation of a 3.74 acre property and described its location. The owners are requesting commercial land use and C-2 zoning. He noted that this property is in the West State Road 50 Overlay.

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

**Motion by Commissioner Sharman to adopt Ordinance 16-65, 16-66, and 16-67.
Seconded by Commissioner Makin and carried unanimously 5-0.**

Agenda Items 3.J, 3.K, and 3.L where addressed at the beginning of this meeting.

- M. **Ordinance 16-71:** 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 3.07 ± ACRES LOCATED AT 707 WEST PLANT STREET ON THE NORTHEAST CORNER OF WEST PLANT STREET AND BRAYTON ROAD FROM CITY RESIDENTIAL NEIGHBORHOOD

COMMERCIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-71 by title only. Community Development Director Pash described the location of the property and stated that the owner has requested to change the land use designation from residential neighborhood commercial to low density residential. He noted that they intend to come forward with a planned unit development in the future to develop 11 single family lots. Staff recommends approval of Ordinance 16-71.

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

Motion by Commissioner Makin to adopt Ordinance 16-71. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- N. **Ordinance: 16-72:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 16.66 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF EAST PLANT STREET, EAST OF DONALD DRIVE, AND WEST OF PERKINS STREET AT 605 & 755 EAST PLANT STREET AND 290 EAST NEWELL STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL) AND R-2 (RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE HERITAGE AT PLANT STREET PUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-72 by title only. Community Development Director Pash described the location of the property and stated that the applicant is requesting to rezone from R-1 and R-2 to PUD. The plan for the PUD is 43 townhomes that are adjacent to Plant Street and the West Orange Trail. There are also 41 single-family homes that transition into the single family neighborhood behind it. He stated that 25 of the townhomes located along the West Orange Trail or Plant Street would be allowed to have a “granny” flat in their garages, which must be built during original construction and cannot be added later. He described that there is also a recreation area consisting of a swimming pool. There will be extra parking throughout the project for guests, perimeter fencing, golf cart access path, and other site amenities. Staff recommends approval of Ordinance 16-72 subject to the conditions in the staff report and ordinance.

Mayor Rees opened the public hearing.

Joel King, 422 Courtlea Oaks Boulevard, Winter Garden, Florida, expressed his appreciation for the opportunity to work with everyone in this case; the community, the City, and the developer. He noted that this has been a great example not only from someone in the City but as someone who is directly affected and lives right up against this development. He again thanked everyone involved.

Mayor Rees closed the public hearing.

Motion by Commissioner Makin to adopt Ordinance 16-72 including staff recommendations. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- O. **Ordinance 16-60:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-186, DEFINITIONS; AMENDING SECTION 54-188, BOARD OF TRUSTEES; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-192, PRE-RETIREMENT DEATH; AMENDING SECTION 54-193, DISABILITY; AMENDING SECTION 54-195, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 54-200, MAXIMUM PENSION; AMENDING SECTION 54-201, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 54-212, PRIOR POLICE AND FIRE SERVICE; AMENDING SECTION 54-213, REEMPLOYMENT AFTER RETIREMENT; ADDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-60 by title only. Assistant City Manager of Administrative Services Gilbert stated that this item will need to be postponed to November 10, 2016 at 6:30 p.m. in order to meet advertising requirements.

Motion by Commissioner Sharman to POSTPONE Ordinance 16-60 until November 10, 2016 at 6:30 p.m. Seconded by Commissioner Makin and carried unanimously 5-0.

4. **REGULAR BUSINESS**

A. **Recommendation to approve Final Plat for Fullers Oak with Development Review Committee recommendations and a Right-of-Way Maintenance Agreement**

Community Development Director Pash stated that this is the final plat for Fullers Oak which also includes a Right-of-Way Maintenance Agreement. He noted that this subdivision consists of 25 single family homes on R1-B property. The plat has been reviewed and approved by the Development Review Committee (DRC). There is also the Right-of-Way Maintenance Agreement that allows the developer to install landscaping in the right-of-way and requires the Homeowners Association (HOA) to maintain it. Staff recommends approval of the final plat as well as the Right-of-Way Maintenance Agreement.

Motion by Commissioner Sharman to approve the Final Plat for Fullers Oak with Development Review Committee recommendations and a Right-of-Way

Maintenance Agreement. Seconded by Commissioner Makin and carried unanimously 5-0.

B. Recommendation to approve Site Plan for West Orange Business Center at 1255, 1261 and 1267 Winter Garden Vineland Road with Development Review Committee recommendations

Community Development Director Pash stated that this is the site plan to construct the final three buildings within the West Orange Building Center. He noted that it consists of approximately 34,000 square feet for all three buildings. It also includes associated parking and landscaping. Staff and DRC have reviewed it and recommend approval.

Motion by Commissioner Makin to approve Site Plan for West Orange Business Center at 1255, 1261 and 1267 Winter Garden Vineland Road with Development Review Committee recommendations. Seconded by Commissioner Sharman and carried unanimously 5-0.

C. Recommendation to approve purchasing five budgeted vehicles/equipment at 2016 State contract prices

Assistant to the City Manager for Public Services Cochran stated that staff is requesting approval of the purchase vehicles and equipment included in the 2017 budget. He noted that we would piggyback on the State's contract. He explained that he is bringing this as a group purchase because of the opportunity to purchase at the 2016 State contract price, which will be much lower than later on in the year. He shared that the City's Fleet Manager researched this and found this to be the best method to procure this equipment at this time. Mr. Cochran read the list of items and their prices.

Commissioner Makin noticed that some of these item prices expire in 30 days and wanted to be sure the City could procure them at the prices stated. Mr. Cochran reassured the Commission that as soon as staff gets approval, the purchase orders (POs) will be sent out.

Motion by Commissioner Sharman to approve purchasing five budgeted vehicles/equipment at 2016 the State contract prices. Seconded by Commissioner Makin and carried unanimously 5-0.

Dispensed as the City Commission and convened as the Community Redevelopment Agency at 7:04 p.m.

Members Present: Chairman John Rees, Members Bob Buchanan, Kent Makin, Robert Olszewski, Colin Sharman, and Larry Cappleman

D. Appointments to the Community Redevelopment Advisory Board for term limited expiring seats of Bob Battaglia, Charles Roper, Joy Knight-Bouler and Alan Haughey for three year terms

Economic Development Director Gerhartz stated that four seats on the CRA Board have termed out. A meeting of the CRA was called so they could make appointment

recommendations. However, a fifth member of the CRA resigned for health reasons, which left them without a quorum. Consequently, they were unable to make any appointment recommendations. They did ask that staff relay to the CRA that they would very much like to see some diversity on the board as well as representation from East Winter Garden area and along the East Plant Street corridor.

Ms. Gerhartz stated that the included in the agenda packets were interest forms from residents, property owners, or business owners.

Mr. Cappleman stated that he is no longer on the advisory board and it was unfortunate the board was not able to attain a quorum. He noted that Ms. Gerhartz has provided a list of interested parties that include three property owners. He suggested appointing the three interested parties to bring the membership up to seven that would give the board a quorum. They could then meet and review the balance of the interest forms submitted. They could then look at diversifying the board and focus on the background they are looking for before bringing their recommendations forward.

It was noted that the next meeting would be the second Tuesday in November.

Ms. Gerhartz added that as long as a majority of the members meet the criteria of owning property, living in the area, or owning a business in the area, the rest of the members can be City residents. Ms. Gerhartz identified Larry Cappleman (Property Owner within the CRA), Donald Wingate (Property Owner within the CRA), Wendy Byrd (Owner and operator of a business within the CRA). Several other residents have submitted their applications, including residents that represent East Winter Garden.

There was additional discussion on the applicants who have shown interest in this board. Commissioner Olszewski stated that the board has stated that they wanted to include diversity on this board and he felt that an East Winter Garden resident has already been identified and should be added to this board. City Manager Bollhoefer stated that staff has contacted Daniel Starks to see if he was interested and he was recommended by the community.

Motion by CRA Member Makin to appoint Daniel Starks, Donald Wingate, and Larry Cappleman to the Community Redevelopment Advisory Board. Seconded by CRA Member Sharman and carried unanimously 6-0.

Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 7:12 p.m.

5. **MATTERS FROM PUBLIC**

Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida stated that he requested a list of the invocators that the City is supposed to maintain. He stated that it included a number of people including his name with an incorrect location. His name had since been removed from the list and sought an explanation as to why. He addressed the issue of the added requirement of a 501(c)3 status for groups performing the invocations and

noted that he is a Winter Garden resident and board member of the Central Florida Freethought Community which is a 501(c)3 organization serving Winter Garden. He provided the City Manager with a copy of his letter and shared that David Williamson's name was also on the list for February as a representative of the Central Florida Freethought Community, but is no longer on the list. In May, he requested that his name be restored or an explanation as to why it was removed. City Manager Bollhoefer replied that he would look into both issues.

Steve Smith, of Clermont, Florida, stated that he represents a company called New Beginnings Central Florida which is a 501(c) 3 non-profit organization providing recovery services to the homeless. He noted that he met with City Manager Bollhoefer and made a commitment to work and strive to get the people off of the streets and back to working. He gave a brief update of their efforts that started six months ago. He stated that at that time there were approximately 30 campers in the woods across from the Captain D's restaurant on State Road 50 and there are less than 10 people left. He shared that his organization has reached out to the Police Department and he wanted to share some of the things the organization was doing here in the community.

Commissioner Makin expressed his personal thanks to Mr. Smith for his efforts in our community.

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

7. **MATTERS FROM CITY MANAGER**

A. **Recommendation to cancel regular City Commission meetings of November 24, 2016 and December 22, 2016 for the holidays**

City Manager Bollhoefer stated that each year the City generally cancels the second meeting in November and the second meeting in December. In the past, when our Holidays fall in the middle of the week, staff would request another day off to give the employees two days off for Christmas. He noted that this year it falls on Sunday, so there is really no need to. However, he would like to offer the employees the extra Friday before the Monday holiday because of all the extra hours worked after the storm. He stated that obviously some of the public safety workers will not be able to take the day off, but will at least be able to get paid holiday pay for working that day which will help with extra pay during the holidays.

Motion by Commissioner Sharman to cancel the regular City Commission meetings of November 24, 2016 and December 22, 2016 for the holidays, as well as provide and extra holiday day off on December 23, 2016; the Friday before Christmas. Seconded by Commissioner Makin and carried unanimously 5-0.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman noted that he would not be available to attend the November meeting due to his vacation. He said his goodbye to Commissioner Olszewski early who will be attending his last Winter Garden City Commission meeting in November.

Commissioner Olszewski thanked Sebrenia Brown for having her Celebration of Life event for defeating cancer this weekend, which is also such a moving event at the Jessie Brock Center.

Commissioner Olszewski announced that Charlie Mae Wilder and the Bethlehem Baptist Church are having there Veterans Day Event on November 5th.

Commissioner Olszewski noted that Commissioner Sharman is correct that he has only one more meeting as a City of Winter Garden Commissioner, which he will hold his seat until December 6th.

Commissioner Buchanan announced that the Corn Festival is this weekend at the Farmers Market along with the wellness event.

Mayor Rees, on behalf of his family, thanked Pastor Grosshans of the First Baptist Church, City Commission, City, staff, residents of Winter Garden, Fire Department, and Police Department for all that they did in the caring and sharing for his family.

The meeting adjourned at 7:20 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC



CITY OF WINTER GARDEN

CITY COMMISSION WORKSHOP MINUTES

October 27, 2016

A **WORKSHOP** of the Winter Garden City Commission was called to order by Mayor Rees at 5:38 p.m. in City Hall Commission Chambers, 300 West Plant Street, Winter Garden, Florida.

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

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

PRESENTATION

City Attorney Ardaman presented Part II of the annual State required elected municipal officer ethics training pursuant to Section 112.3142, F.S. Mr. Ardaman presented the Commissioners with his final PowerPoint presentation (*see attached Exhibit B*).

During the presentation there was open discussion on the subject matter.

The remainder of the training was to read the material provided in the “Ethics Training” notebook.

Part II of the two workshops concluded at 6:25 p.m.

Kathy Golden, CMC
City Clerk

Dated: 11/10/2016



Proclamation

16-18

Whereas, on October 1, 1991, Downtown Winter Garden was awarded the Main Street Designation by the Florida Secretary of State and a matching grant of \$10,000 along with technical assistance to begin its revitalization through the Main Street Program. A small group of community leaders worked diligently to obtain this designation that launched the revitalization efforts that ultimately produced Winter Garden's thriving Downtown today; and

Whereas, this initiative opened the gates and allowed for major revitalization efforts to begin that created a strong foundation and vision from which to build upon. When community leaders rolled up their sleeves more than two decades ago, they had a boarded up, empty and blighted downtown. But, they had a strong desire to breathe life back into their Downtown; and

Whereas, the City of Winter Garden provided strong leadership that encouraged smart public investments that bolstered community revitalization. Three Mayors were in office during this period – Ray Spears (1989 – 1991), Jack Quesinberry (1991-2008) and John Rees (2008 – Present). Two City Managers were instrumental in the transformation of Downtown – Hollis Holden from 1994 until 2005 and Mike Bollhoefer from 2005 to present; and

Whereas, major accomplishments resulted from the Main Street Program including the creation of the Winter Garden Community Redevelopment Agency as an effective financing tool for revitalization. Public projects over the last twenty-five years included the construction of the West Orange Trail through Downtown, followed by a streetscape project that transformed Plant Street as well as linear parks, swings, fountains, a gazebo and a clock tower. The Edgewater Hotel was saved from demolition and the Garden Theatre was restored. New community organizations and assets were created. A new City Hall was built in 2008. A pavilion was constructed for the City's now award winning Farmers Market in 2011. A splash park was built and a facade grant was implemented to help restore and improve historic buildings Downtown. One example is the restoration of the Bond Building.

Whereas, new infill projects came along the way injecting private investment into Downtown creating a warm and inviting environment. Almost serving as the capstone for the community revitalization efforts, a two-story three-level parking garage was recently completed exactly 25 years later creating 530 parking spaces allowing the Downtown to continue to grow.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to hereby proclaim the great efforts of the community that started 25 years ago and continue to this day

“Celebrating 25 years of Community Revitalization”

and I urge all citizens to join in the celebration of our community's commitment to making the City of Winter Garden the best small City in Florida and in the nation.



In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 10th day of November, 2016

John Rees
Mayor John Rees

Attest: *Kathy Golden*
Kathy Golden, City Clerk





Proclamation

16-19

Whereas, the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness sponsor the National Hunger and Homelessness Awareness Week with the purpose of educating the public and advocating with and on behalf of people experiencing homelessness; and

Whereas, there is a need to recognize the many reasons why people are hungry and homeless including the shortage of affordable housing for very low income residents; and

Whereas, there are many community non-profit organizations committed to sheltering and providing supportive services as well as meals and food supplies to people experiencing homelessness; and

Whereas, the community recognizes that hunger and homelessness continues to be a serious problem for many individuals and families, and awareness is needed to promote supporting homeless assistance service providers as well as community service opportunities for students and school service organizations.

Therefore, as the Mayor of the City of Winter Garden, I hereby proclaim the week of November 12 through November 20, 2016, as

“National Hunger and Homelessness Awareness Week”

in the City of Winter Garden, and urge all citizens to recognize that many people do not have housing and need support from citizens, private entities and public community non-profit organizations.



In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 10th day of November, 2016

John Rees
Mayor John Rees

Attest: *Kathy Golden*
Kathy Golden, City Clerk



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Frank Gilbert
Asst. City Manager – Administrative Services

Via: Mike Bollhoefer
City Manager

Date: October 31, 2016 Meeting Date: November 10, 2016

**Subject: First Reading of ORDINANCE NO. 16-61 Implementing Changes
Required by Internal Revenue Codes and as Agreed Upon Through
Collective Bargaining Agreement with the Florida State Lodge,
Fraternal Order of Police, Inc.**

Issue: Discussion and approval of Ordinance 16-61

**Recommended Action: Motion to approve Ordinance 16-61 for second reading
and public hearing on December 8, 2016.**

Attachments/References: Ordinance 16-61

ORDINANCE NO. 16-61

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-190, Contributions, subsection (b), State Contributions, to read as follows:

* * * * *

(b) State contributions. Any monies received or receivable by reason of laws of the state, for the express purpose of funding and paying for retirement benefits for firefighters and police officers of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city.

In accordance with section 175.351(1)(g), Florida Statutes, and pursuant to mutual agreement between the city and the collective bargaining representative for city firefighters, the first \$46,100.85 in Chapter 175 premium tax revenues received each year shall be used to reduce the city's annual required contribution to the fund, and 50% of any Chapter 175 premium tax revenues received in excess of \$46,100.85 shall be used to fund Share Plan benefits for firefighters in accordance with section 54-215; and 50% of any Chapter 175 premium tax revenues received in excess of \$46,100.85 shall be used to reduce the unfunded actuarial accrued liability of the fund as long as such liability exists, and thereafter shall be used to reduce the city's annual required contribution to the fund. The city and the collective bargaining representative for city firefighters have further agreed that the total amount of the accumulated excess Chapter 175 premium tax monies held in reserve on October 1, 2014 (\$1,014,963.95) shall be applied to reduce the unfunded actuarial accrued liability of the fund.

In accordance with section 185.35, Florida Statutes, and pursuant to mutual agreement between the city and the collective bargaining representative for city police officers, the parties agree and consent that the total amount of accumulated excess Chapter 185 premium tax monies held in reserve as of November 10, 2016 shall be applied to reduce the unfunded actuarial accrued liability of the plan. The parties further agree and consent that all Chapter 185 excess premium tax revenues received after November 10, 2016 will be used as follows: (a) 50% will be used to reduce the unfunded actuarial accrued liability of the plan as long as such liability exists, and thereafter, shall be applied to reduce the city's annual required contribution to the plan; and (b) 50% will be used to fund share plan benefits for police officers in accordance with section 54-215.

* * * * *

SECTION 2: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-191, Benefit Amounts and Eligibility, subsection subsection (b), Normal Retirement Benefit, to read as follows:

* * * * *

(b) Normal retirement benefit.

~~(1) For firefighter members: A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent of average final compensation for all years of credited service, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two and three-quarters percent of average final compensation for each year of credited service.~~

~~(2) For police officer members: A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent of average final compensation for the first 25 years of credited service and two percent of average final compensation for all years of credited service in excess of 25, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two percent of average final compensation for each year of credited service.~~

* * * * *

SECTION 3: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-214, Deferred Retirement Option Plan, subsections (a) through (d), to read as follows:

* * * * *

(a) Definitions. As used in this section 54-214, the following definitions apply:

(1) "DROP" -- The City of City of Winter Garden Pension Plan for Firefighters and Police Officers - ~~Firefighters'~~ Deferred Retirement Option Plan.

(2) "DROP account" -- The account established for each DROP participant under subsection (c).

(3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b., for each fiscal year quarter, the percentage increase in the interest and dividends earned on investments, including realized and unrealized gains, of the total Plan assets.

- (b) Participation.
- (1) Eligibility to participate. ~~Only firefighters are eligible to enter the DROP.~~ In lieu of terminating his employment as a police officer or firefighter, a ~~firefighter~~ member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
 - (2) Election to participate. A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.
 - (3) Period of participation. A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed thirty-six (36) months beginning at the time his election to participate in the DROP first becomes effective, but in no event can a member remain in the DROP once he attains age fifty-eight (58). An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. Notwithstanding the above, any firefighter member who had first reached age fifty-five (55) prior to ~~the effective date of this ordinance November 10, 2016~~ shall be permitted, within 6 months of ~~the effective date of this ordinance November 10, 2016~~, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six (36) months. Notwithstanding the above, any police officer member who had first reached the age of fifty-five (55) prior to December 8, 2016 shall be permitted, within 6 months of December 8, 2016, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six months. A member may participate only once.
 - (4) Termination of participation.
 - a. A member's participation in the DROP shall cease at the earlier of:
 1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. termination of his employment as a police officer or firefighter.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a police officer or firefighter.
 - c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.
 - (5) Effect of DROP participation on the system.
 - a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits

provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 54-213.

- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a police officer or firefighter, no amounts shall be paid to him from the system until he terminates his employment as a police officer or firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a police officer or firefighter.
- (c) Funding.
- (1) Establishment of DROP account. A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings on those amounts.
 - (2) Transfers from retirement system.
 - a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a police officer or firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a police officer or firefighter.
 - b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be credited with earnings, to be credited to the member's DROP Account, determined as of the last business day of each fiscal year quarter, and credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited at a rate equal to the net investment return realized by the system for that quarter, but not less than zero percent (0.0%). "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly

contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- c. A member's DROP account shall only be credited with earnings and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited with earnings, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the police or fire department. A member employed by the police or fire department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in section 54-213.

(d) Distribution of DROP accounts on termination of employment.

- (1) Eligibility for benefits. A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a police officer or firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a police officer or firefighter.

(2) Form of distribution.

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.
- b. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) Date of payment of distribution.

Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

- (4) Proof of death and right of beneficiary or other person. The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) Distribution limitation. Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.
- (6) Direct rollover of certain distributions. This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 54-209.

* * * * *

SECTION 4: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-215, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, to read as follows:

Sec. 54-215. Supplemental benefit component for special benefits; Chapters 175 and 185 share accounts.

There is hereby established an additional plan component to provide special benefits to ~~firefighter~~ members in the form of a supplemental retirement, termination, death and disability ~~benefits~~ benefit to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. Chapters 175 and 185, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351 and 185.35. Amounts allocated to this supplemental component ("Share Plan"), if any, shall be further allocated to the ~~firefighter~~ members and ~~firefighter~~ DROP participants as follows:

(a) Individual Member Share Accounts. The board shall create individual "member share accounts" for all actively employed ~~firefighter~~ plan members and ~~firefighter~~ DROP participants and maintain appropriate books and records showing the respective interest of each eligible member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. Chapter 175 or 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) Share Account Funding.

(1) Individual member share accounts shall be established as of September 30, ~~2015~~16 for all ~~firefighter~~ members and ~~firefighter~~ DROP participants who were actively employed as of October 1, ~~2014~~15. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, ~~2015~~16.

(2) Any forfeitures as provided in subsection (d), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (c)(1).

- (c) Allocation of Monies to Share Accounts.
- (1) Allocation of Chapter 175 and 185 Contributions.
- a. Effective as of September 30, 2015~~16~~, the amount of any premium tax monies allocated to the share plan shall be allocated to individual ~~firefighter~~ member share accounts as provided for in this subsection. Members retiring on or after October 1, 2014~~15~~ and prior to September 30, 2015~~16~~ shall receive an allocation. In addition, all ~~firefighter~~ premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date").
- b. On each valuation date, each current actively employed ~~firefighter~~ member of the plan not participating in the DROP, each ~~firefighter~~ DROP participant and each ~~firefighter~~ retiree who retires or ~~firefighter~~ DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased ~~firefighter~~ member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
- c. The total funds subject to allocation on each valuation date shall be allocated to each member share account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of credited service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of credited service as of the valuation date of all ~~firefighter~~ individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of credited service of the deceased member or DROP participant.
- d. Re-employed ~~firefighter~~ retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.
- (2) Allocation of Investment Gains and Losses. On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these

annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- (3) Allocation of Costs, Fees and Expenses. On each valuation date, each individual member share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.
- (4) No Right to Allocation. The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 175 or 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.
- (5) ~~Firefighter~~ Members and ~~firefighter~~ DROP participants shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) Forfeitures. Any ~~firefighter~~ member who has less than six (6) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (e) shall forfeit his individual member share account or the non-vested portion thereof. Forfeited amounts shall be included and used as part of the Chapter 175 or 185 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

(e) Eligibility For Benefits. Any member (or his beneficiary) who terminates employment as a ~~firefighter~~ or police officer with the City or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

- (1) Retirement Benefit.
 - a. A ~~firefighter~~ member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 54-191, or if the ~~firefighter~~ member enters the DROP, upon termination of employment.
 - b. Such payment shall be made as provided in subsection (f).
- (2) Termination Benefit.
 - a. In the event that a member's employment as a ~~firefighter~~ or police officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 54-194.
 - b. Such payment shall be made as provided in subsection (f).

(3) Disability Benefit.

- a. In the event that a ~~firefighter~~ member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 54-193, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 54-193, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.
- b. Such payment shall be made as provided in subsection (f).

(4) Death Benefit.

- a. In the event that a ~~firefighter~~ member or ~~firefighter~~ DROP participant dies while actively employed as a firefighter or police officer, one hundred percent (100%) of the value of his member share account shall be paid to his designated Beneficiary as provided in Section 54-192.
- b. Such payment shall be made as provided in subsection (f).

(f) Payment of Benefits. If a ~~firefighter~~ member or ~~firefighter~~ DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

(g) Benefits Not Guaranteed. All benefits payable under this Section 54-215 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the member share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(h) Notional account. The member share account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the ~~firefighter~~ member or ~~firefighter~~ DROP participant until the ~~firefighter~~ member's or ~~firefighter~~ DROP participant's termination from employment. The ~~firefighter~~ member or ~~firefighter~~ DROP participant has no control over the investment of the share account.

(i) No employer discretion. The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

(j) Maximum Additions. Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 54-200, subsection (k).

(k) IRC limit. The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Garden, Florida.

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this _____ day of _____, 2016.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2016.

APPROVED:

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

KATHY GOLDEN, CITY CLERK

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

**From: Frank Gilbert
Asst. City Manager – Administrative Services**

**Via: Mike Bollhoefer
City Manager**

Date: October 31, 2016 Meeting Date: November 10, 2016

**Subject: Second Reading of ORDINANCE NO. 16-60 Implementing Changes
Required by Internal Revenue Codes and as Agreed Upon Through
Collective Bargaining Agreement with the IAFF**

Issue: Discussion and approval of Ordinance 16-60.

Recommended Action: Motion to adopt Ordinance 16-60

Attachments/References: Ordinance 16-60

ORDINANCE NO. 16-60

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-186, DEFINITIONS; AMENDING SECTION 54-188, BOARD OF TRUSTEES; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-192, PRE-RETIREMENT DEATH; AMENDING SECTION 54-193, DISABILITY; AMENDING SECTION 54-195, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 54-200, MAXIMUM PENSION; AMENDING SECTION 54-201, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 54-212, PRIOR POLICE AND FIRE SERVICE; AMENDING SECTION 54-213, REEMPLOYMENT AFTER RETIREMENT; ADDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-186, Definitions, to amend the definitions of “Actuarial Equivalent”, “Credited Service”, “Firefighter”, “Retirement”, and “Spouse”, to read as follows:

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Actuarial equivalent means a benefit or amount of equal value, ~~determined on the basis of actuarial equivalency using assumptions adopted by the board such that benefit calculations are not subject to city discretion~~ based upon the RP-2000 Combined Healthy Unisex Mortality Table, an interest rate equal to the investment return assumption set forth in the last actuarial valuation approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan’s actuary, such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited service means the total number of years and fractional parts of years of service as a firefighter or police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter or police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire or police department pending the possibility of being reemployed as a firefighter or police officer, without losing credit for the

time that he was a member of the system. If a vested member leaves the employ of the fire or police department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter or police officer with the fire or police department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a member shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the member repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a firefighter or police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (a) The member is entitled to reemployment under the provisions of USERRA.
- (b) The member returns to his employment as a firefighter or police officer within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (c) The maximum credit for military service pursuant to this paragraph shall be five years.
- (d) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

In the event that a member of this system has also accumulated credited service in another pension system maintained by the city, then such other credited service shall be used in determining vesting as provided for in section 54-194, and for determining eligibility for early or normal retirement. Such other credited service will not be considered in determining benefits under this system. Only his credited service under this system on or after his date of membership in this system will be considered for benefit calculation. In addition, any benefit calculation for a member of this system who is or becomes eligible for a benefit from this system after he has become a member of another pension system maintained by the city, shall be based upon the

member's average final compensation, credited service and benefit accrual rate as of the date the member ceases to be a firefighter or police officer.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

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Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § ~~633.35~~ 633.408, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * * * *

Retirement means a member's separation from city employment with eligibility for immediate receipt of benefits under the system (or entry into the Deferred Retirement Option Plan).

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Spouse means the ~~lawful wife or husband of a member or retiree~~ member's or retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-188, Board of Trustees, subsection (a), to read as follows:

* * * * *

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, one of whom shall be a firefighter member of the system and one of whom shall be a police officer member of the system, who shall be elected by a majority of the firefighters or police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the city commission at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the

departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected Trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

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SECTION 3: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-190, Contributions, subsection (b), State Contributions, to read as follows:

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(b) *State contributions.* Any monies received or receivable by reason of laws of the state, for the express purpose of funding and paying for retirement benefits for firefighters and police officers of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city. In accordance with section 175.351(1)(g), Florida Statutes, and pursuant to mutual agreement between the city and the collective bargaining representative for city firefighters, the first \$46,100.85 in Chapter 175 premium tax revenues received each year shall be used to reduce the city's annual required contribution to the fund, and 50% of any Chapter 175 premium tax revenues received in excess of \$46,100.85 shall be used to fund Share Plan benefits for firefighters in accordance with section 54-215; and 50% of any Chapter 175 premium tax revenues received in excess of \$46,100.85 shall be used to reduce the unfunded actuarial accrued liability of the fund as long as such liability exists, and thereafter shall be used to reduce the city's annual required contribution to the fund. The city and the collective bargaining representative for city firefighters have further agreed that the total amount of the accumulated excess Chapter 175 premium tax monies held in reserve on October 1, 2014 (\$1,014,963.95) shall be applied to reduce the unfunded actuarial accrued liability of the fund.

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SECTION 4: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-191, Benefit Amounts and Eligibility, subsection (a), Normal Retirement Date, and subsection (b), Normal Retirement Benefit, to read as follows:

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(a) *Normal retirement age and date.* ~~A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age 55 and the completion of six years of credited service or the completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. A member's normal retirement age is the earlier of the attainment of age 55 and the completion of 25 years of credited service, regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the City after attaining normal retirement age.~~

(b) *Normal retirement benefit.*

(1) For firefighter members: A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent of average final compensation ~~for the first 25 years of credited service and two percent of average final compensation~~ for all years of credited service ~~in excess of 25~~, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two and three-quarters percent of average final compensation for each year of credited service.

(2) For police officer members: A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent of average final compensation for the first 25 years of credited service and two percent of average final compensation for all years of credited service in excess of 25, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two percent of average final compensation for each year of credited service.

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SECTION 5: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-192, Pre-Retirement Death, subsection (b)(2), to read as follows:

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(b)(2) If the deceased member was eligible for normal or early retirement, the spouse beneficiary shall receive a benefit payable for ten years, beginning on the first day of the month following the member's death or at the deceased member's otherwise ~~early or~~ normal retirement date, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced as for early retirement, if applicable.

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SECTION 6: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-193, Disability, subsection (a), Disability Benefits In-Line of Duty, and subsection (c), Disability Benefits Not-in-Line of Duty, to read as follows:

* * * * *

(a) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable

physical or mental impairment, to render useful and efficient service as a firefighter or police officer, which disability was directly caused by the performance of his duty as a firefighter or police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent of average final compensation for the first 25 years of credited service and two percent of average final compensation for all years of credited service in excess of 25, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two percent of average final compensation for each year of credited service. Notwithstanding the previous sentence, in the event a member is determined by the board to be disabled in-line of duty and the disability resulted from the perpetration of an intentional act of violence directed toward the firefighter or police officer and the board reasonably believes the perpetrator intended to cause great bodily harm or permanent disfigurement of the firefighter or police officer, the minimum amount paid to the member shall be 80 percent of the average final compensation of the member. Terminated persons, either vested or nonvested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

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(c) *Disability benefits not-in-line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter or police officer, which disability is not directly caused by the performance of his duties as a firefighter or police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent of average final compensation for the first 25 years of credited service and two percent of average final compensation for all years of credited service in excess of 25, provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation, but in any event, the benefit shall not be less than two percent of average final compensation for each year of credited service. Terminated persons, either vested or nonvested, are not eligible for disability benefits; ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

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SECTION 7: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-195, Optional Forms of Benefits, subsection (a)(4), and subsection (b), to read as follows:

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- (4) For members who do not participate in the DROP, the member may elect a percentage of benefit in a lump sum as follows:

- a. Ten percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 90 percent paid under the normal form or as per subsection (1), (2) or (3) above.
- b. Fifteen percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 85 percent paid under the normal form or as per subsection (1), (2) or (3) above.
- c. Twenty percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 80 percent paid under the normal form or as per subsection (1), (2) or (3) above.
- d. Twenty-five percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 75 percent paid under the normal form or as per subsection (1), (2) or (3) above.

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and the member's retirement income benefits have commenced, the member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

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SECTION 8: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-200, Maximum Pension, subsections (f), (h), (l)(2), and by adding subsection (m), to read as follows:

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(f) *Less than ten years of participation ~~or service~~.* The maximum retirement benefits payable under this section to any member who has completed less than ten years of ~~credited service with the city~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten. The reduction provided by this subsection cannot reduce the maximum benefit below ten percent of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to section 54-193, or pre-retirement death benefits paid pursuant to section 54-192.

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(h) *Ten thousand dollar limit; less than ten years of service.* Notwithstanding anything in this section 54-200, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of section 54-200 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the city contributes, do not exceed \$10,000.00 for the applicable limitation year ~~and or~~ for any prior limitation year, and the city has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if

the member has completed less than ten years of credited service with the city, the limit under this subsection (h) of section 54-200 shall be a reduced limit equal to \$10,000.00 multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten.

* * * * *

- (1)(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(m) Effect of Direct Rollover on 415(b) Limit. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 9: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-201, Minimum Distribution of Benefits, subsection (b)(2)d., to read as follows:

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- d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2) ~~and subsection (e)~~, distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a. the date distributions are considered to begin is the date distributions actually commence.

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SECTION 10: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-212, Prior Police and Fire Service, subsection (6), to read as follows:

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- (6) In no event, however, may credited service be purchased pursuant to this section for prior service as a police officer for any other municipal, county or state law

enforcement department or as a firefighter for any other municipal, county, state or special district fire department in the State of Florida, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in subsection ~~54-200(h)(2)~~ 54-200(k)(2).

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SECTION 11: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-213, Reemployment After Retirement, to add subsection (f), to read as follows:

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(f) DROPParticipants. Members or retirees who are or were in the deferred retirement option plan shall, following termination of employment after DROPParticipation, have the options provided for in this section for re-employment.

SECTION 12: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by adding Section 54-214, Deferred Retirement Option Plan, to read as follows:

Sec. 54-214. Deferred Retirement Option Plan.

- (a) Definitions. As used in this section 54-214, the following definitions apply:
 - (1) "DROPP" -- The City of City of Winter Garden Pension Plan for Firefighters and Police Officers - Firefighters' Deferred Retirement Option Plan.
 - (2) "DROPP account" -- The account established for each DROPP participant under subsection (c).
 - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROPP account pursuant to subsection (c)(2)b., for each fiscal year quarter, the percentage increase in the interest and dividends earned on investments, including realized and unrealized gains, of the total Plan assets.
- (b) Participation.
 - (1) Eligibility to participate. Only firefighters are eligible to enter the DROPP. In lieu of terminating his employment as a firefighter, a firefighter member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROPP.
 - (2) Election to participate. A member's election to participate in the DROPP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

- (3) Period of participation. A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed thirty-six (36) months beginning at the time his election to participate in the DROP first becomes effective, but in no event can a member remain in the DROP once he attains age fifty-eight (58). An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. Notwithstanding the above, any member who had first reached age fifty-five (55) prior to the effective date of this ordinance shall be permitted, within 6 months of the effective date of this ordinance, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six (36) months. A member may participate only once.
- (4) Termination of participation.
- a. A member's participation in the DROP shall cease at the earlier of:
1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. termination of his employment as a Firefighter.
- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a Firefighter.
- c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.
- (5) Effect of DROP participation on the system.
- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 54-213.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the system until he terminates his employment as a Firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a Firefighter.

(c) Funding.

(1) Establishment of DROP account. A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings on those amounts.

(2) Transfers from retirement system.

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be credited with earnings, to be credited to the member's DROP Account, determined as of the last business day of each fiscal year quarter, and credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited at a rate equal to the net investment return realized by the system for that quarter, but not less than zero percent (0.0%). "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

c. A member's DROP account shall only be credited with earnings and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited with

earnings, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the fire department. A member employed by the fire department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in section 54-213.

(d) *Distribution of DROP accounts on termination of employment.*

(1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a Firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a Firefighter.

(2) *Form of distribution.*

a. Unless the member elects otherwise, distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.

b. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) *Date of payment of distribution.*

Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

(4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

(5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

(6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 54-209.

(e) *Administration of DROP.*

- (1) Board administers the DROP. The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
- (2) Individual accounts, records and reports. The board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.
- (3) Establishment of rules. Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.
- (4) Limitation of liability.
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.
- (f) General provisions.

- (1) The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 54-214 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
- (2) Notional account. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
- (3) No employer discretion. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) IRC limit. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (5) Amendment of DROP. The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (6) Facility of payment. If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (7) Information. Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (8) Prevention of escheat. If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three (3) months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the system, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the system. Upon such cancellation, the system shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under

the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(9) Written elections, notification.

a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.

(10) Benefits not guaranteed. All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(11) Construction.

a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

b. The titles and headings of the subsections in this section 54-214 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(12) Forfeiture of retirement benefits. Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(13) Effect of DROP participation on employment. Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 13: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by adding Section 54-215, Supplemental Benefit Component for Special Benefits;

Chapter 175 Share Accounts, to read as follows:

Sec. 54-215. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits to firefighter members in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component (“Share Plan”), if any, shall be further allocated to the firefighter members and firefighter DROP participants as follows:

(a) *Individual Member Share Accounts.* The board shall create individual "member share accounts" for all actively employed firefighter plan members and firefighter DROP participants and maintain appropriate books and records showing the respective interest of each eligible member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. Chapter 175 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) *Share Account Funding.*

(1) Individual member share accounts shall be established as of September 30, 2015 for all firefighter members and firefighter DROP participants who were actively employed as of October 1, 2014. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

(2) Any forfeitures as provided in subsection (d), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (c)(1).

(c) *Allocation of Monies to Share Accounts.*

(1) *Allocation of Chapter 175 Contributions.*

a. Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual firefighter member share accounts as provided for in this subsection. Members retiring on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all firefighter premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a “valuation date”).

b. On each valuation date, each current actively employed firefighter member of the plan not participating in the DROP, each firefighter DROP participant and each firefighter retiree who retires or firefighter DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a

deceased firefighter member(not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

- c. The total funds subject to allocation on each valuation date shall be allocated to each member share account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of credited service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of credited service as of the valuation date of all firefighter individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of credited service of the deceased member or DROP participant.
- d. Re-employed firefighter retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

- (2) Allocation of Investment Gains and Losses. On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- (3) Allocation of Costs, Fees and Expenses. On each valuation date, each individual member share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

- (4) No Right to Allocation. The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 175 tax revenues except at the

time or times, to the extent, and subject to the terms and conditions provided in this Section.

(5) Firefighter members and firefighter DROP participants shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) Forfeitures. Any firefighter member who has less than six (6) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (e) shall forfeit his individual member share account or the non-vested portion thereof. Forfeited amounts shall be included and used as part of the Chapter 175 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

(e) Eligibility For Benefits. Any member (or his beneficiary) who terminates employment as a firefighter with the City or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

(1) Retirement Benefit.

a. A firefighter member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 54-191, or if the firefighter member enters the DROP, upon termination of employment.

b. Such payment shall be made as provided in subsection (f).

(2) Termination Benefit.

a. In the event that a member's employment as a firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 54-194.

b. Such payment shall be made as provided in subsection (f).

(3) Disability Benefit.

a. In the event that a firefighter member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 54-193, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 54-193, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.

b. Such payment shall be made as provided in subsection (f).

(4) Death Benefit.

a. In the event that a firefighter member or firefighter DROP participant dies while actively employed as a firefighter, one hundred percent (100%) of the value of his member share account shall be paid to his designated Beneficiary as provided in Section 54-192.

b. Such payment shall be made as provided in subsection (f).

(f) *Payment of Benefits.* If a firefighter member or firefighter DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

(g) *Benefits Not Guaranteed.* All benefits payable under this Section 54-215 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the member share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(h) *Notional account.* The member share account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the firefighter member or firefighter DROP participant until the firefighter member's or firefighter DROP participant's termination from employment. The firefighter member or firefighter DROP participant has no control over the investment of the share account.

(i) *No employer discretion.* The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

(j) *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 54-200, subsection (k).

(k) *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

* * * * *

SECTION 14: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Garden, Florida.

SECTION 15: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 16: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 17: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this 13th day of October, 2016.

PASSED AND ADOPTED ON SECOND READING AND PUBLIC HEARING, this
10th day of November, 2016.

APPROVED:

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

KATHY GOLDEN, CITY CLERK

dm\wtg\pf\04-05-16.ord

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 4, 2016 **Meeting Date:** November 10, 2016

Subject: 602 East Story Road
Parcel ID # 12-22-27-6496-20-001
Ordinance 16-68
Ordinance 16-69
Ordinance 16-70

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on the property located 602 East Story Road.

Discussion:
The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 8.82 ± acre enclave located at the southwest corner of East Story Road and 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).

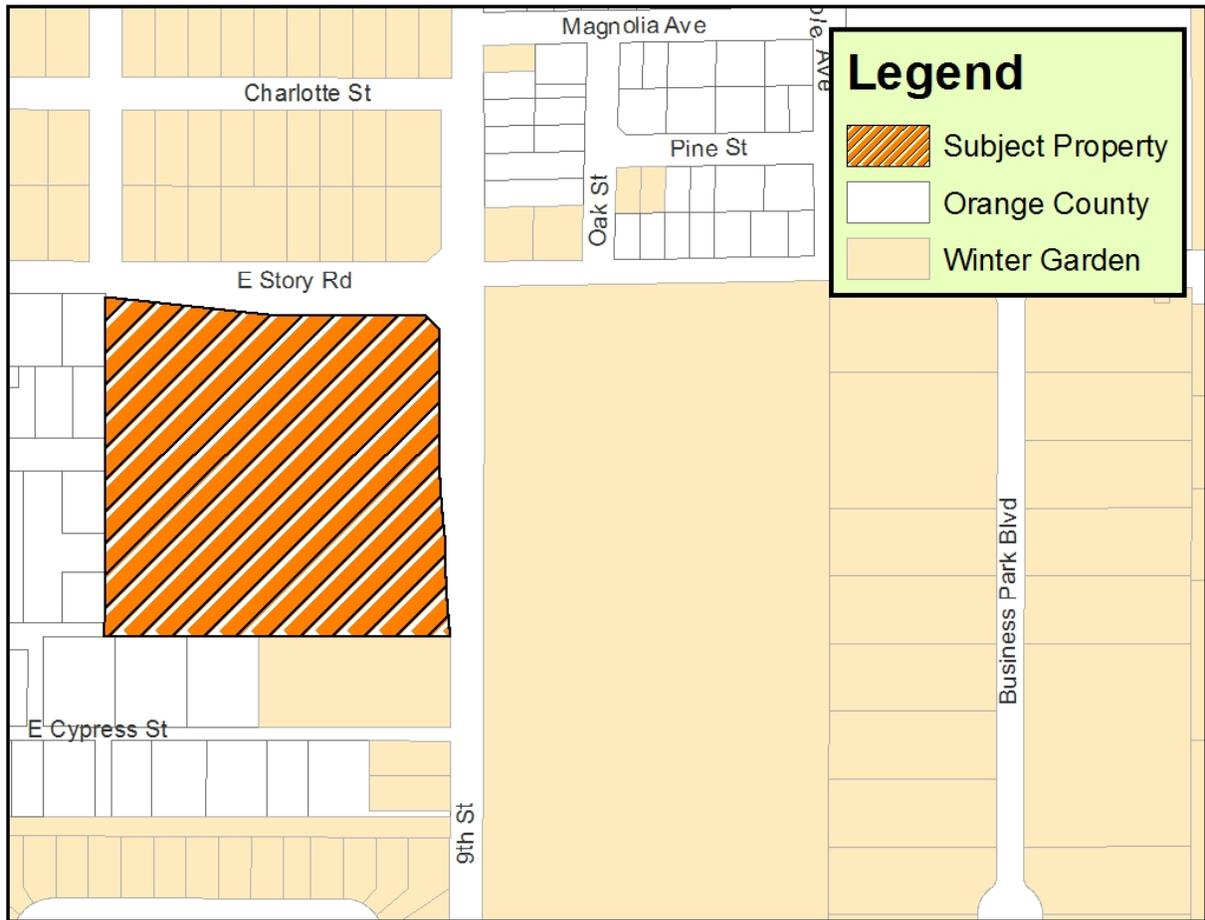
Recommended Action:
Staff recommends approval of Ordinance 16-68, Ordinance 16-69, and Ordinance 16-70.

Attachment(s)/References:
Location Map
Staff Report
Ordinance 16-68
Ordinance 16-69
Ordinance 16-70

LOCATION MAP

602 E. Story Road

ANNEXATION, FLU MAP AMENDMENT, REZONING



ORDINANCE 16-68

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 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 8.82 ± acres located at 602 East Story Road at the southwest corner of East Story Road and 9th Street Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

FIRST READING AND PUBLIC HEARING: October 13 , 2016.

SECOND READING AND PUBLIC HEARING: October 27 , 2016.

ADOPTED this 27th day of October , 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#: 12-22-27-6496-20-001

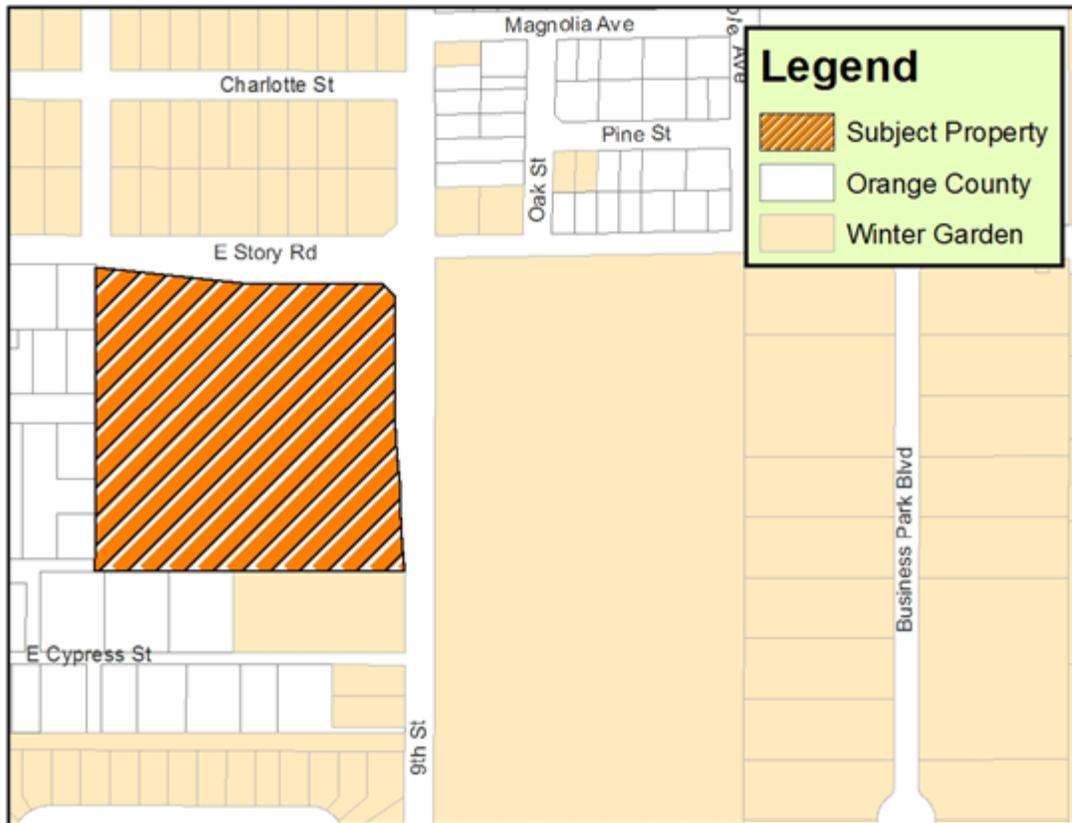
Description:

The Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida, in Section 23, Township 22, Range 27 East, Less and Except that portion transferred in Book 8408, Page 386 of said Public Records, being more particularly described as follows: Commence at the East 1/4 corner of Section 23, Township 22, Range 27 East, Orange County, Florida; thence run along the East line of the Southeast 1/4 of said Section 23, South 00°01'09" West 662.66 feet to the Easterly extension of the South line of the Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida; thence along said South line, North 89°57'28" West 30.22 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of Ninth Street and the beginning of a non-tangent curve concave West, having a radius of 1,485.50 feet a chord bearing of North 03°26'35" West, a chord length of 179.33 feet; thence along said West right-of-way line and the arc of said curve through a central angle of 6°55'15", a distance of 179.43 feet to the point of reverse curve of a curve concave to the East, having a radius of 1,570.50 feet and a chord bearing of North 03°26'32" West, a chord length of 189.64 feet, thence along the arc of said curve through a central angle of 6°55'21", a distance of 189.75 to the point of tangency; thence North 00°01'09" East 199.41 feet; thence North 44°57'08" West 35.37 feet to the South right-of-way line of East Story Road; thence run along said south line, North 89°55'24" West 271.48 feet; thence North 83°38'22" West 319.76 feet to the West line of aforesaid Northeast 1/4 of Block "S"; thence along said West line, South 00°01'11" West 628.06 feet to the Southwest corner of the said Northeast 1/4 of Block "S"; thence along the South line of said Northeast 1/4 of Block "S", South 89°57'28" East 636.57 feet to the POINT OF BEGINNING.

LOCATION MAP

602 E. Story Road

ANNEXATION, FLU MAP AMENDMENT, REZONING



ORDINANCE 16-69

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 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 8.82 ± acres located at 602 East Story Road at the southwest corner of East Story Road and 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 Commercial to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-68, 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: October 13 , 2016.

SECOND READING AND PUBLIC HEARING: October 27 , 2016.

ADOPTED this 27th day of October, 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#: 21-22-27-0000-00-038

DESCRIPTION:

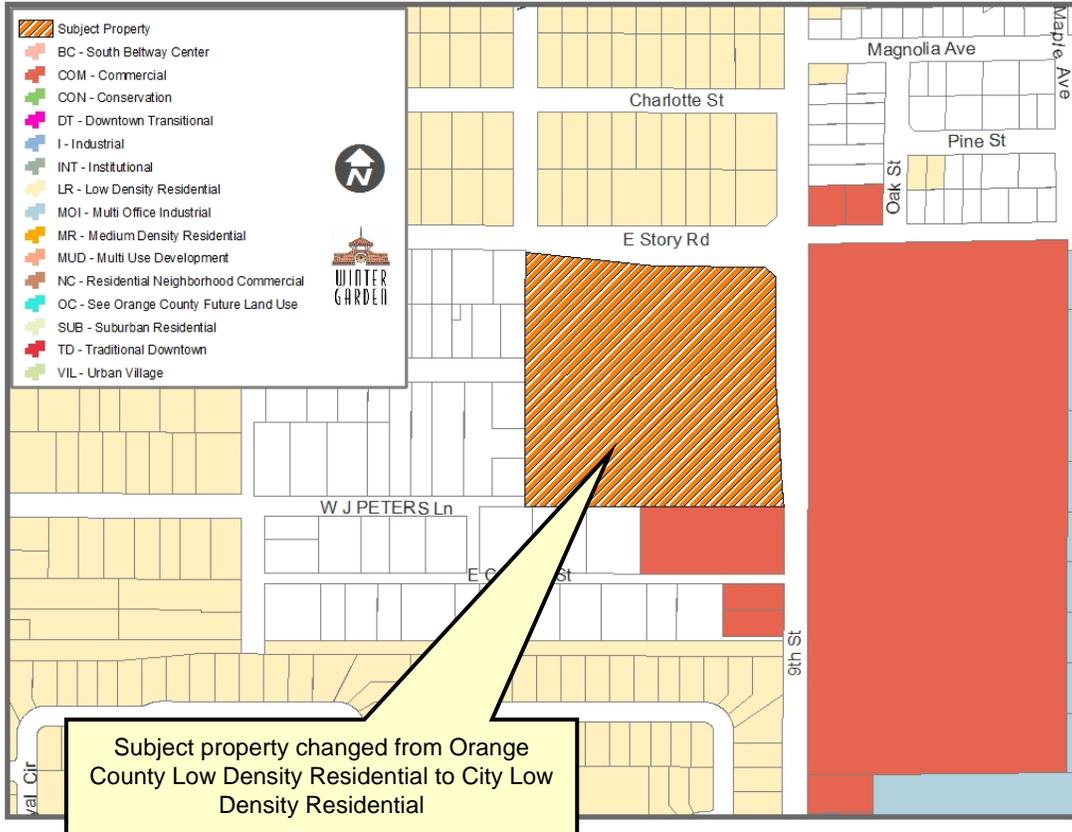
Description:

The Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida, in Section 23, Township 22, Range 27 East, Less and Except that portion transferred in Book 8408, Page 386 of said Public Records, being more particularly described as follows: Commence at the East 1/4 corner of Section 23, Township 22, Range 27 East, Orange County, Florida; thence run along the East line of the Southeast 1/4 of said Section 23, South 00°01'09" West 662.66 feet to the Easterly extension of the South line of the Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida; thence along said South line, North 89°57'28" West 30.22 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of Ninth Street and the beginning of a non-tangent curve concave West, having a radius of 1,485.50 feet a chord bearing of North 03°26'35" West, a chord length of 179.33 feet; thence along said West right-of-way line and the arc of said curve through a central angle of 6°55'15", a distance of 179.43 feet to the point of reverse curve of a curve concave to the East, having a radius of 1,570.50 feet and a chord bearing of North 03°26'32" West, a chord length of 189.64 feet, thence along the arc of said curve through a central angle of 6°55'21", a distance of 189.75 to the point of tangency; thence North 00°01'09" East 199.41 feet; thence North 44°57'08" West 35.37 feet to the South right-of-way line of East Story Road; thence run along said south line, North 89°55'24" West 271.48 feet; thence North 83°38'22" West 319.76 feet to the West line of aforesaid Northeast 1/4 of Block "S"; thence along said West line, South 00°01'11" West 628.06 feet to the Southwest corner of the said Northeast 1/4 of Block "S"; thence along the South line of said Northeast 1/4 of Block "S", South 89°57'28" East 636.57 feet to the POINT OF BEGINNING.

ATTACHMENT "B"

FUTURE LAND USE MAP

602 East Story Road



ORDINANCE 16-70

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 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 8.82 ± acres located at 602 East Story Road at the southwest corner of East Story Road and 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 16-69 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: October 13 , 2016.

SECOND READING AND PUBLIC HEARING: October 27 , 2016.

ADOPTED this 27th day of October, 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#: 12-22-27-6496-20-001

DESCRIPTION:

The Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida, in Section 23, Township 22, Range 27 East, Less and Except that portion transferred in Book 8408, Page 386 of said Public Records, being more particularly described as follows: Commence at the East 1/4 corner of Section 23, Township 22, Range 27 East, Orange County, Florida; thence run along the East line of the Southeast 1/4 of said Section 23, South 00°01'09" West 662.66 feet to the Easterly extension of the South line of the Northeast 1/4 of Block "S", OVERSTREET CRATE SUBDIVISION, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida; thence along said South line, North 89°57'28" West 30.22 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of Ninth Street and the beginning of a non-tangent curve concave West, having a radius of 1,485.50 feet a chord bearing of North 03°26'35" West, a chord length of 179.33 feet; thence along said West right-of-way line and the arc of said curve through a central angle of 6°55'15", a distance of 179.43 feet to the point of reverse curve of a curve concave to the East, having a radius of 1,570.50 feet and a chord bearing of North 03°26'32" West, a chord length of 189.64 feet, thence along the arc of said curve through a central angle of 6°55'21", a distance of 189.75 to the point of tangency; thence North 00°01'09" East 199.41 feet; thence North 44°57'08" West 35.37 feet to the South right-of-way line of East Story Road; thence run along said south line, North 89°55'24" West 271.48 feet; thence North 83°38'22" West 319.76 feet to the West line of aforesaid Northeast 1/4 of Block "S"; thence along said West line, South 00°01'11" West 628.06 feet to the Southwest corner of the said Northeast 1/4 of Block "S"; thence along the South line of said Northeast 1/4 of Block "S", South 89°57'28" East 636.57 feet to the POINT OF BEGINNING.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

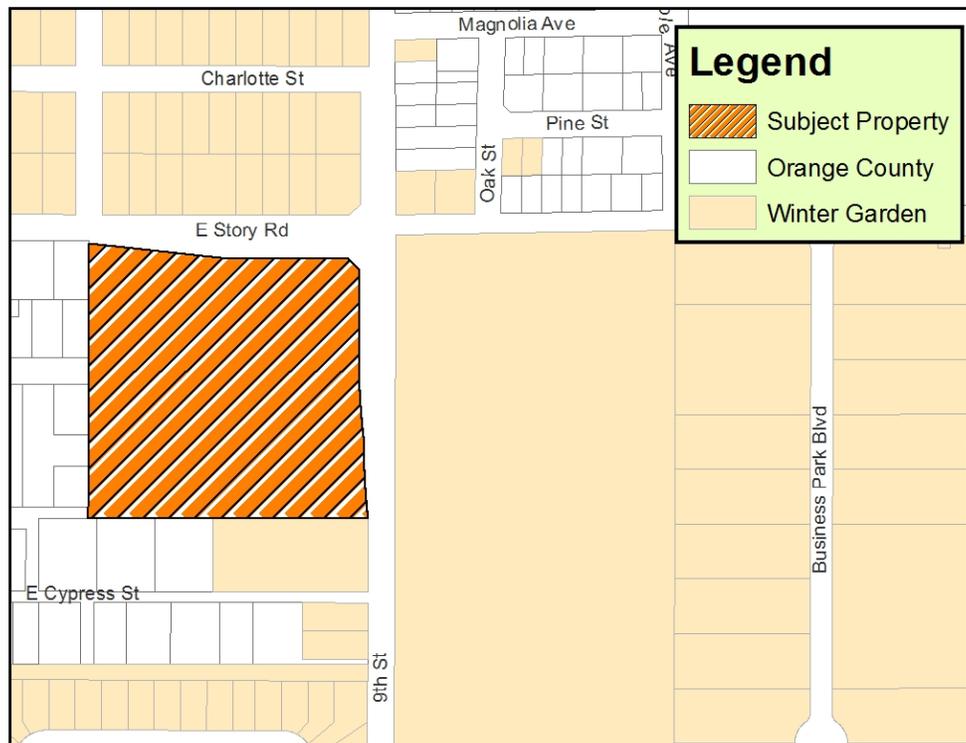
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: September 29, 2016
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
602 EAST STORY ROAD (8.82 +/- ACRES)
PARCEL ID #: 12-22-27-6496-20-001
APPLICANT: ORANGE COUNTY PUBLIC SCHOOLS

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 602 East Story Road, at the southwest corner of East Story Road and 9th Street and is approximately 8.82 ± 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 is currently vacant.

ADJACENT LAND USE AND ZONING

The properties located to the north are single-family houses, zoned R-2, and located in Winter Garden. The property located to the east is vacant commercial property, zoned C-2, and located in Winter Garden. The property to the south is commercial property, zoned C-2, developed with the American Legion, and located in Winter Garden. The properties to the west are developed with the single-family homes, zoned R-2, and located in unincorporated Orange County.

PROPOSED USE

The applicant intends to annex the property and develop the property with a new elementary school.

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

602 East Story Road



FUTURE LAND USE MAP
602 East Story Road



ZONING MAP
602 East Story Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: City Manager Mike Bollhoefer

Via: Community Relations Manager Andrea Vaughn

Date: November 3, 2016 **Meeting Date:** November 10, 2016

Subject: **Resolution 16-09.** A Resolution of the City Commission of the City of Winter Garden, Florida supporting the Florida Alliance of Boys and Girls Clubs in its request to the Florida Legislature for appropriations to provide to benefit the Boys and Girls Clubs and their after-school programs; Providing an effective date.

Issue: The West Orange Boys and Girls Club has a long history in the Winter Garden community of providing after-school educational programs.

The City of Winter Garden was asked to support the Florida Alliance of Boys and Girls Clubs in its request to the Florida Legislature of funding.

Recommended action: Motion to approve Resolution 16-09

Attachments/References:

Resolution 16-09

RESOLUTION No. 16-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA SUPPORTS THE FLORIDA ALLIANCE OF BOYS AND GIRLS CLUBS IN ITS REQUEST TO THE FLORIDA LEGISLATURE FOR APPROPRIATIONS TO PROVIDE TO BENEFIT THE BOYS AND GIRLS CLUBS AND THEIR AFTER-SCHOOL PROGRAMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, every day over 1 million youth in Florida leave school with nowhere to go leaving them unsupervised, unguided, and unsafe ; and

WHEREAS, the Florida Alliance of Boys and Girls Clubs serves 129,000 youth in Florida in their after-school programs; and

WHEREAS, the Clubs has helped strengthen the community by providing a safe, positive, constructive place for youth; and

WHEREAS, the Clubs offers young people a wide variety of educational, recreational, cultural and social programs; and

WHEREAS, the Clubs enriches the lives of the youth of this community and fosters opportunity for low and moderate income youth; and

WHEREAS, the Clubs offers after school and summer enrichment programs for boys and girls; and

WHEREAS, the low and moderate income youth of this community face many obstacles and the Club is a constant positive in their lives; and

WHEREAS, while 24% of youth in Florida do not graduate from high school, 95% of the teenaged Boys and Girls Clubs members expect to graduate from high school and 75% expect to complete post-secondary education; and

WHEREAS, the Boys and Girls Clubs have a long history of providing after-school educational programs that put youth on the path to success ; and

WHEREAS, the City of Winter Garden has determined that there are important public purposes for appropriating public funds to Florida Boys and Girls Clubs, including but not limited to the provision of educational, recreational, cultural, after school, summer enrichment and social programs for the low and moderate income youth of Winter Garden.

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

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified.

Section 2. Support Funding. The City of Winter Garden hereby supports the funding requests made by the Florida Alliance of Boys and Girls Clubs to the Florida Legislature and request that the Legislature appropriate funds in the state budget to the Clubs to the fullest extent possible so that more youth can benefit from the Clubs successful and impactful after-school programs.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND RESOLVED THIS 10th DAY OF NOVEMBER, 2016.

APPROVED:

John Rees, Mayor

ATTEST:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Frank Gilbert
Assistant City Manager – Administrative Services

Via: Mike Bollhoefer
City Manager

Date: October 31, 2016 **Meeting Date:** **November 10, 2016**

Subject: Collective Bargaining Agreement with Florida State Lodge, Fraternal Order of Police, Inc.

Issue: Discussion of Agreement

Recommended Action:

Motion to approve a collective bargaining agreement between the City of Winter Garden and the Florida State Lodge, Fraternal Order of Police, Inc., for the period of November 21, 2016 to September 30, 2019.

Attachments/References:

Collective Bargaining Agreement Ratified on October 14, 2016 by Florida State Lodge, Fraternal Order of Police, Inc.

Discussion of Collective Bargaining Agreement Articles

**FLORIDA STATE LODGE, FRATERNAL
ORDER OF POLICE, INC.**

AND

CITY OF WINTER GARDEN

COLLECTIVE BARGAINING AGREEMENT

FY 2016-17 TO 2018-19

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ARTICLE 1

RECOGNITION

1. The City of Winter Garden (“City”) hereby recognizes the status of The Florida State Lodge Fraternal Order of Police, Inc. (“Union”), by virtue of its certification by the Florida Public Employees Relations Commission Certification Number 1866, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all sworn employees in the classification of Police Officer in the City of Winter Garden Police Department.

2. The Union recognizes that the City Manager and his/her designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his/her designees and to refrain from any negotiations with the legislative body of the City or any of its members, in accordance with all applicable Florida Statutes.

ARTICLE 2

MANAGEMENT RIGHTS

1. Except as specifically abridged by any provision of this Agreement, the City, in order to accomplish its objectives, may exercise all previous rights, prominent among which, but by no means wholly inclusive, are: retention and reservation of all its normal and inherent rights of its affairs in all respects, in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to re-determine the number, location and type of work forces, facilities, operations and methods, processes and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and subcontract existing and future work, to discontinue conduct of its mission or operations in whole or in part, to determine whether and to what extent the work required in its operations shall be performed by employees covered by any existing bargaining agreement; to transfer its work from or to either in whole or in part, any of its work forces or facilities and locations; to determine the number, types and grades of positions or employees assigned to an organization or unit, department or project, to establish and change work schedules, assignments and facility locations; to hire and transfer employees; to lay off, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to use supervisors or other City employees to perform work of the kind performed by employees of the unit, and to otherwise take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the Police Department.

2. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters allegedly violate the terms and conditions of this Agreement.

3. In the event of a declared civil emergency, such as riots, civil disorders, hurricanes, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his designee during the time of the declared emergency, provided that the Union is notified as soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 3

UNION BUSINESS

1. Bargaining unit employees, Union Officers, and Union representatives shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance handling, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave; provided, however, that they comply with the rules otherwise applicable to such leave.

2. Nothing herein shall prohibit employees from submitting/filing grievances or appeals while on duty. Further, nothing herein shall prohibit the City, in its sole discretion, from allowing Union Officers and/or Representatives to attend meetings scheduled by the City while they are on duty without the loss of pay or benefits.

ARTICLE 4

HOURS OF WORK AND OVERTIME

1. Bargaining unit employees shall be assigned hours of work and paid overtime in accordance with applicable City policies and Department SOGs.
2. Overtime shall be distributed in accordance with applicable Department SOGs.
3. Bargaining unit employees shall not be eligible to accrue compensatory time. Any accrued but unused compensatory time existing as of the ratification of this Agreement will be paid out at the bargaining unit employee's then-current rate of pay.

ARTICLE 5

STAFFING AND ASSIGNMENTS

1. The City shall have the exclusive right to determine, and modify as it deems necessary, Department and shift staffing.
2. The City shall have the exclusive right to determine, and modify as it deems necessary, job and shift assignments.
3. This Article shall supersede and control over any City or Department policies or practices limiting in any way the City's rights in this Article.
4. Nothing herein shall waive the Union's impact bargaining rights, if any, under applicable law, or preclude employees or the Union from raising grievances, should the exercise of such rights have the practical consequence of violating the expressed terms of this Agreement.

ARTICLE 6

RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all applicable rules, regulations, policies, procedures, and guidelines of the City and the Police Department and any amendments thereto.

2. The City and/or the Department may formulate, amend, revise, and/or implement applicable rules, regulations, policies, procedures, and guidelines that do not negate, override, or contradict an express provision of this Agreement. The City shall provide a copy of the new (or amended) rule, regulation, policy, procedure, or guideline to the Union at least fourteen (14) calendar days prior to its intended date of implementation. The Union will be afforded an opportunity to negotiate the impacts of the new (or amended) rule, regulation, policy, procedure, or guideline in accordance with applicable law.

3. In the event the City or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or guideline, no bargaining unit employee shall be disciplined for violation of any such of the new (or amended) rule, regulation, policy, procedure, or guideline until it has been implemented in accordance with the provisions of this Article.

ARTICLE 7

DISCIPLINE AND DISCHARGE

1. No bargaining unit member shall be disciplined or discharged without just cause.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. All bargaining unit employees shall use the grievance procedure specified in this article regardless of Union membership or lack thereof. If the Union waives the right to process a grievance for a bargaining unit employee who is not a member of the Union, the employee may process such grievance through the grievance procedure specified in this article without Union participation. The Union will be timely notified of all grievance meetings and provided copies of all decisions with the right to attend any proceedings. The grievant (whether it be the Union or an individual employee) and management may agree to waive STEP ONE or STEP TWO in any grievance. Grievances regarding oral warnings and/or performance evaluations may not be advanced beyond STEP TWO. Grievances regarding written reprimands and/or suspensions equal to or less than two (2) shifts may not be advanced beyond STEP THREE.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the employee's Shift/Unit Commander within ten (10) business days (defined as Monday through Friday excluding holidays) of when the aggrieved employee or the Union knew or should have known of the occurrence of the event(s) which gave rise to the grievance. (Knowledge by the employee shall be considered knowledge by the Union). The grievance shall be filed on the prescribed grievance forms developed jointly by the City and the Union which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee or Union representative and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Shift/Unit Commander shall, within ten (10) business days after presentation of the grievance, render his or her decision on the grievance in writing.

STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall then be taken up by the Police Chief or his designee. The grievance, as specified in writing within STEP ONE above, shall be filed with the Police Chief or his designee within ten (10) business days after the due date for the response in STEP ONE above. The Police Chief or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

STEP THREE:

A: Any grievance that does not involve performance evaluations, discipline or discharge which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the City Manager. The grievance, as specified in writing at STEP TWO above shall be filed with the City Manager within ten (10) business days after the due date for the Police Chief's response in STEP TWO above. The City Manager or his/her designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render his or her decision on the grievance in writing.

1. If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in STEP THREE above, the Union, on its own behalf or on behalf of the individual employee may request arbitration by hand delivery or by certified or registered mail of a written notice to the City Manager within fourteen (14) business days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the grievant with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

2. Within ten (10) business days from the delivery of such notice of arbitration, the party requesting arbitration shall request a list of seven (7) qualified arbitrators who have a residence within the State of Florida from the Federal Mediation and Conciliation Service (FMCS). Either party may reject the initial FMCS panel for any reason and, in such case, a second panel shall be requested

from FMCS. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

3. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

4. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

5. The arbitrator may not issue declaratory opinions and shall confine himself or herself exclusively to the question which is presented to him or her, which

question must be actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights under applicable law.

6. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of lost wages less any unemployment compensation and/or interim earnings that he/she may or might have received during the period involved.

B. Any grievance which involves the discipline or discharge of a bargaining unit employee (other than oral warnings, written reprimands and/or suspensions equal to or less than two (2) shifts) which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Discipline Review Board. The grievance, as specified in writing at STEP ONE, above shall be filed with the City Manager or his/her designee, with a copy to the Human Resources Manager, within ten (10) business days after the due date for the Police Chief's response in STEP TWO above. The Disciplinary Review Board process shall be as follows:

1. The Discipline Review Board shall be composed of three (3) members: one member, who is a current City employee, selected by the Police Chief; one member selected by the grievant who will not be limited to a current City employee; and a third member, who is a current City employee, to be selected by the other two members. In the event that the other two members cannot decide on a third member, the third member will be selected by the City Manager from the following: Police Chief, Human Resources Director or any department director. The member selected by the Police Chief will serve as the Chairperson of the Discipline Review Board.

2. The Discipline Review Board shall conduct a hearing within ten (10) business days after the selection of the Board members. The Chairperson may extend the date for the hearing based on the Board members' schedules, or upon good cause shown by the grievant or the Police Chief.

3. Board members will be provided with a complete copy of the investigative packet, including all transcripts and photographs, prior to the hearing date in order to familiarize themselves with the case.

4. The Police Chief and/or the grievant may designate a representative (including the Union or legal counsel) to present their case to the Discipline Review Board. The employee who conducted the investigation and/or recommended the discipline will be present to answer any questions from the Discipline Review Board. The Chairperson may direct a witness who is a City employee to appear based on a request by the majority of the Board members. Witnesses shall respond to questions posed by the party representatives and/or the Board members, and shall be compelled to answer any questions that are determined by the Chairperson to be relevant and material to the proceedings providing they will not result in criminal charges being brought against the testifying witness.

5. As the Discipline Review Board proceedings are administrative and not judicial in nature, the Board is not bound by the rules of evidence prescribed for court proceedings. Any oral or written matter (including hearsay) is admissible if the Chairperson believes it is relevant and material to the proceedings. All questions of admissibility will be ruled upon in

open session by the Chairperson. At the conclusion of the presentation of evidence against the grievant, the grievant shall have the right to present evidence which is material and relevant to the charges or may mitigate the discipline imposed. After both parties have completed their presentations, the party representatives will be allowed to give a brief closing statement.

6. Thereafter, the Discipline Review Board shall deliberate and, by motion and majority vote, shall make findings and recommendations regarding the discipline at issue. Such deliberations of the members of the Board will be conducted in the sunshine. The Board's findings and recommendations shall be put in writing by the Chairperson, signed by the Board members, and provided to the City Manager, Human Resources Manager, and the party representatives.

7. The grievant shall be entitled to a copy of the recording or transcript, if any, of the Discipline Review Board hearing at no cost.

8. Within ten (10) business days after receiving the recommendation of the Discipline Review Board, the City Manager shall render his/her decision on the grievance in writing to grievant and the Union. The City Manager, in his or her sole authority, may accept, reject, or modify the Discipline Review Board's recommendations. The decision of the City Manager, following review of the Discipline Review Board's recommendations, shall be final and binding, subject to any appeal or review rights under applicable law.

9. Neither the Discipline Review Board proceedings or recommendations, nor the City Manager's decision shall be subject to review under this Article.

4. It is agreed with respect to these grievance, arbitration and Disciplinary Review Board procedures that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.

C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

5. Bargaining unit employees may not avail themselves of the appeals process set forth in the City's Policies and Procedures.

6. This Article may be re-opened, at the sole discretion of the Union, if the current City Manager is no longer employed as City Manager with the City.

ARTICLE 9

INSURANCE

1. The City shall continue to offer all full-time employees, spouses and family with insurance coverage for healthcare, prescription drug, vision care, dental care and life insurance. The insurance coverage and cost offered to bargaining unit members, their spouses and family will be the same as all other City employees.

ARTICLE 10

EMPLOYEE LEAVE AND BENEFITS

1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits in accordance with the City's and Police Department's applicable policies and any amendments thereto.
2. Upon the effective date of this Article, bargaining unit employees will no longer be allowed to serve as courtesy officers, with the following exceptions:
 - A. Current courtesy officers within that position at the time of this agreement are allowed to remain until the expiration of their applicable lease and/or contract. Current City Policy shall apply thereafter.

ARTICLE 11

SCOPE OF DUTIES

1. Bargaining unit employees shall be responsible for performing any and all job duties falling within the generic scope of Law Enforcement Services. As such, the City shall have the right to change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of Law Enforcement Services. Bargaining unit employees shall comply in a timely manner with all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement, unless such order clearly places the employee's life in unnecessary danger.

ARTICLE 12

WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other prohibited job actions or refusal to perform assigned work by the employees covered under this Agreement in accordance with applicable Florida Statutes.

ARTICLE 13

BULLETIN BOARDS

1. The City shall furnish the Union with space for a bulletin board at the Police Department to be placed in a location designated by the Police Chief, or his designee. The City shall be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only to post the following:

- A. notice of Union meetings;
- B. notice of Union elections and Union election results;
- C. copies of the Union's constitution and by-laws and amendments thereto;
- D. notice of Union recreational and social affairs;
- E. notices related to dues and assessments;
- F. copies of this Agreement;
- G. names of Union officials (and changes thereto);
- H. minutes of Union meetings.

2. All material to be posted on the bulletin board shall be submitted to the Police Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Police Department, or any of their elected or appointed officials or employees. The Union agrees to police the posting of materials on the bulletin boards, and that the City may immediately remove any material which violates this article.

ARTICLE 14

WAGES

1. For Fiscal Years 2016-17, 2017-18, and 2018-19 bargaining unit employees will receive the same merit, lump sum, longevity, and/or across-the-board wage increases, if any, as the City-wide wage increases provided to the City's non-union, non-management employees.

2. Wage increases, if any, for any Fiscal Year after Fiscal Year 2018-19 shall be determined through the collective bargaining process.

3. Bargaining unit employees shall receive \$2.00 an hour for hours worked in which they are assigned by the Department as an FTO and are actually providing field training.

ARTICLE 15

DUES DEDUCTIONS

1. Any member of the Union who has submitted a properly executed dues deduction form to the City in accordance with a format prescribed or approved by the Union shall have his/her membership dues, initiation fees, and uniform assessments, as determined by the Union, deducted from his/her wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be electronically transmitted to the Union's designated bank account within thirty (30) calendar days of the deduction, and the Union will be provided a list of the employees from whom the deductions were taken and the amounts thereof. However, the City shall have no responsibility for any liability for any monies once sent to the Union. The Union will indemnify defend and hold the City harmless against any and all claims demands or suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, on thirty (30) days written notice to City Human Resources and the Union Treasurer, require that the City cease making deductions from his or her wages.

4. No deduction shall be made from the pay of any payroll period in which the member's net earnings for that payroll period after other authorized or legally required deductions are less than the amount of dues to be deducted.

ARTICLE 16

SEVERABILITY

If any provision of this Agreement is rendered or declared invalid or illegal by any action of a court or administrative entity with jurisdiction over the City, or by reason of any existing or subsequently enacted legislation, such provision shall be void, and the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is rendered or declared invalid or illegal, the City and the Union shall meet as soon as practicable thereafter to negotiate a replacement provision.

ARTICLE 17

EMPLOYEE TESTING

1. Bargaining unit employees will be subject to drug and alcohol testing utilizing the procedures set forth in the City's Drug Free Workplace and Substance Abuse Policy, including any random drug testing provisions of the Policy. Bargaining unit employees shall refrain from using tobacco and nicotine products both on and off duty, and shall refrain from using steroids except as may be prescribed to the bargaining unit employee by a doctor for medical reasons. Drug and alcohol testing for bargaining unit employees may include testing for tobacco/nicotine and steroids. Bargaining unit employees that are required to go on leave pending the outcome of a drug or alcohol test will be granted paid Administrative Leave until the test results are finalized.

2. The City maintains the right to require any bargaining unit employee, at City's expense, to undergo a fitness-for-duty exam (physical and/or psychological) based on the Police Chief or his/her designee's articulable concern that the employee may not be fit for duty.

ARTICLE 18

PUBLICATION OF AGREEMENT

1. The City will make available electronic copies of this Agreement to each employee in the bargaining unit (present and future) at no expense. In addition, the City will provide the Union an electronic copy of the Agreement.

ARTICLE 19

PROBATIONARY PERIOD

1. Newly hired bargaining unit employees will serve a twelve (12) month period of probationary status within the Police Department, which shall commence after the bargaining unit employees completion of his/her FTO training. Probation may be extended beyond the twelve (12) month total to a total of eighteen (18) months after completion of FTO training at the discretion of the Police Chief in three (3) month increments upon written notice prior to the extension. During this probationary period, newly hired bargaining unit employees shall be “at will” and shall not have any appeal or grievance rights over their separation from employment with the City.

ARTICLE 20

WORKERS' COMPENSATION

1. Bargaining unit employees who are injured in the line of duty shall receive the same benefits as all other City employees.

ARTICLE 21

RETIREMENT BENEFITS

1. Bargaining unit employees shall be provided retirement benefits in accordance with the City's Pension Plan for Firefighters and Police Officers ("Pension Plan"), which shall be amended as follows:

A. The monthly retirement benefit for normal retirement shall equal three percent of average final compensation for all years of credited service after the effective date of this amendment; provided, however, that the monthly benefit shall not exceed 95 percent of average final compensation.

B. The City shall create a Deferred Option Retirement Plan ("DROP"), the wording and substance of which will be provided by the City to the Union for its review and approval. The DROP shall include the following.

1. Plan members who have obtained eligibility for normal retirement may enter the DROP on the first day of the month coincident or next following the attainment of normal retirement eligibility.

2. Participation in the DROP shall be limited to a period not in excess of thirty-six (36) consecutive months. For each month in which a member delays entry into the DROP, following attainment of age 55, one month of DROP participation shall be lost. No member shall be eligible to enter the DROP more than thirty-six (36) consecutive months after attainment of age 55. Notwithstanding the foregoing, any member who had first reached age fifty-five (55) prior to the effective date of the DROP shall be permitted, within 6 months of the effective date of the DROP, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six (36) months.

3. At the time of entry into the DROP, the member's benefit shall be calculated based on average final compensation and credited service on the date of DROP entry, as if the member had actually retired from service. An amount equal to the member's monthly pension benefit shall be credited to the member's DROP account during the DROP period. The benefits accrued shall gain interest at the net rate of investment return of the Pension Plan, but not less than zero percent (0%).

4. Upon conclusion of the DROP period, the member shall terminate service with the City. Entry into the DROP shall constitute an irrevocable decision to separate from service no later than the end of the maximum period of DROP participation based on the retirement date of the member. The total balance of the member's DROP benefit shall be distributed to the member, or at the member's election rolled over to an IRA or other qualified plan, within 60 days after termination of employment.

C. The parties agree and consent that the total amount of accumulated excess Chapter 185 premium tax monies held in reserve as of the ratification of this Agreement by both parties shall be applied to reduce the unfunded actuarial accrued liability of the Pension Plan.

D. The Parties further agree and consent that all Chapter 185 excess premium tax revenues received after the ratification of this Agreement by both parties will be used as follows: (a) 50% will be used to reduce the unfunded actuarial accrued liability of the Pension Plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the Pension Plan; and (b) 50% will be used to fund Defined Contribution Plan benefits for the bargaining unit employees under a Defined Contribution Plan (share accounts) created by the City in consultation with the Union.

2. The above amendments shall be effective upon the adoption of an ordinance implementing these amendments.

ARTICLE 22

ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Nothing herein shall require or preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

3. This Agreement shall be effective the beginning of the first pay period after its ratification by both parties, and shall remain in full force and effect until the 30th day of September, 2019. If no agreement is reached by October 1, 2019, this Agreement shall remain in effect, in accordance with applicable law, until a new agreement is reached.

4. The Union shall provide the City with a written notice on or about April 1, 2019, to commence negotiations for a successor Agreement. Negotiations for a successor Agreement shall begin within a reasonable period of time after the request to begin negotiations by either party.

SIGNATURE PAGE

ATTEST/WITNESS:

**FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE,
INC.**

By: _____

Ted Butler
Staff Representative

Date: _____

Date: _____

ATTEST:

CITY OF WINTER GARDEN

Kathy Golden
City Clerk

Michael Bollhoefer
City Manager

Date: _____

Date: _____

John Rees, Mayor

Date: _____

Discussion of Collective Bargaining Agreement Articles

On August 7, 2015, the Public Employees Relations Commission, pursuant to Section 447.307(3)(b), Florida Statutes , certified the Florida State Lodge of the Fraternal Order of Police (FOP) as the exclusive bargaining representative for employees in the classification of Police Officer of the Winter Garden Police Department.

Upon conclusion of the contract negotiations a proposed agreement was reached between the City and the FOP. Subsequently, the members of the local FOP voted to approve and ratify the collective bargaining agreement on September 10, 2016. Although, there are no significant financial impacts as a result of implementation of the agreement certain policies were updated to reflect current practices and change certain other policies and benefits.

Those changes are as follows:

1. Bargaining unit employees may utilize approved vacation time to conduct Union business. (Article 3, page 4)
2. Compensatory time eliminated. (Article 4, Page 5)
3. Establishment of a Discipline Review Board with final review and decision resting with the City Manager. (Article 8, page 13)
4. Bargaining unit employees will receive the same annual pay adjustments as all other employees. (Article 14, page 23)
5. Field Training Officers will receive \$2.00 per hour for those hours the Officer is actually performing training duties. Additional annual cost approximately \$ 7,200. (Article 14, page 23)
6. A new Deferred Retirement Option Program (DROP) identical to the Fire Department DROP – 36 month DROP period and interest equal to the pension plan's rate of return not less than 0%. No cost to the City. (Article 21, page 30)

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: November 7, 2016 **Meeting Date:** November 10, 2016

Subject: Planning and Zoning Board Appointment

Issue: There is one vacancy on the Planning and Zoning Board due to term limits that needs to be filled.

Discussion:

The vacancy on the Planning and Zoning Board that needs to be filled is one in District 3 that has been held by Mark Maciel for the maximum 2 terms.

Recommended action:

Appoint a new member from the attached applications to the Planning and Zoning Board.



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: February 24, 2016 VERIFIED INTEREST ON: 3-3-16

LAST NAME: Saunders FIRST: Rachel MIDDLE: Lora

HOME ADDRESS: 13906 Daniels Landing Circle, Winter Garden, FL 34787

OFFICE ADDRESS: _____

HOME PHONE: _____ CELL PHONE: 407-575-3964 WORK PHONE: _____

EMAIL: rachelsaunders@kw.com FAX #: _____

CURRENT EMPLOYER: Keller Williams (KW) & Southeast Ingenuity Investments, Inc (SII) LENGTH: SII-5+ years (see attached)

POSITION: Realtor at KW and President at SII KW-8 months

EDUCATION: HIGH SCHOOL GRADUATE YES NO UNDERGRADUATE COLLEGE DEGREE IN: B.S. Mass Media Communications

ADVANCED COLLEGE DEGREE IN: Master of Business Administration OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
 I would like to serve our community by utilizing my unique combined experience in business, government, the arts and communications. *Please see attached resume, stating real estate and zoning experience.

COMMUNITY INVOLVEMENT: Please see attached resume

INTERESTS/ACTIVITIES: Please see attached resume

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Please see attached letter.

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

ARE YOU A RESIDENT OF WINTER GARDEN? YES NO IF YES, CONTINUOUS RESIDENT SINCE? February 2014

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES NO WHICH CITY DISTRICT? 3

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:
Please see attached references

WHICH BOARD(S) ARE YOU INTERESTED?

*CODE ENFORCEMENT BOARD

*PLANNING & ZONING BOARD

*COMMUNITY REDEVELOPMENT AGENCY

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

*GENERAL EMPLOYEES PENSION BOARD

*FIRE/POLICE PENSION BOARD

*ARCHITECTURAL REVIEW AND HISTORIC PRESERVATION BOARD

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

ELECTION CANVASSING BOARD

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

RACHEL SAUNDERS, MBA
13906 Daniels Landing Circle
Winter Garden, FL 34787
(407) 575-3964 / rachelsaunders@kw.com

Experience

KELLER WILLIAMS CLASSIC REALTY, ORLANDO, FL
Realtor

2015-Present

Serve and consult families and investors across Central Florida with real estate transactions from inception to post-close

- Market seller properties in expansive online campaign
- Cover costs of professional photography for listings
- Consult with sellers on home improvements in contractor identification and funding
- Proactively prospect my personal network of over 500 people for buyers and sellers
- Built relationships with new home builders; negotiated new construction price down 11.7% for investor; property rented at 8.9% ROI minus expenses
- Identified REOs and have led investors through the Fannie Mae paperwork-intensive purchase process
- Frequently communicate market updates to clients
- Negotiate creatively and tirelessly for clients
- Stay up-to-date on new developments, particularly in West Orange County and Winter Garden

SOUTHEAST INGENUITY INVESTMENTS, INC., WINTER GARDEN, FL, NASHVILLE, TN, and
SEVERAL NORTHWEST FLORIDA CITIES

2011-Present

President

Served as Vice President in same company division formerly known as Saunders Company of North FL, Inc.

2004-2011

(Real estate investment corporations); Sole founder and manager of home investment division in Tennessee in 2004; company previously consisted of timber-only investments in Florida and Georgia for over 46 years; Manage and grow extensive real estate portfolio; includes rental properties, timberland, land with other natural resources and land development sites

- Developed differentiation strategy, which grew profits an extra 7-8% a year by rebranding as an in-house finance corporation, resulting in a competitive advantage and wider customer base than real estate-only businesses
- Strategically planned selection and purchase, and led teams to execute home renovation projects and resale
- Negotiated successfully with the city of Antioch, Tennessee (Nashville suburb) on a land project to obtain a zoning change, which led to land resale within months, and more than doubling initial investment
- Increased division's total assets more than 150%
- Prevented several hundred thousand dollars in taxation through research analysis of effective tax strategies
- Administered first consistent cash flow by successfully realigning the company strategy from selling to renting during the global economic crisis

INDEPENDENT CONTRACTOR, BASED IN WASHINGTON, DC AND NASHVILLE, TN

2002-2004

Reporter/Writer

Wrote and edited (paid intern) for Voice of America in Washington, DC (2002); directed and reported various news projects for local and regional TV stations throughout the U.S. (2002-2004)

OFFICE OF THE GOVERNOR, TALLAHASSEE, FL
Community Liaison for Governor's Mentoring Initiative

2001-2002

Collaborated with businesses, non-profit organizations and government agencies in building a state-wide coalition of child mentors during governor's term

- Oversaw coalition of over 100,000 mentors; helped add thousands of new mentors (approximately 20,000 mentors added during the school year)
- Partnered with Florida's mayors through The Florida League of Cities, Inc. to create a state-wide mentoring initiative among local municipalities
- Compiled Excel report of personally-gathered data from non-profit organizations, businesses and schools of every Florida mentor for governor
- Cultivated successful media coverage through TV and newspaper interviews and events coverage
- Coordinated large special events for the governor with state agency leaders, city officials and business partners throughout Florida

Education

FLORIDA INTERNATIONAL UNIVERSITY
Chapman Graduate School of Business
Corporate Master of Business Administration
3.79 GPA

Dec. 2011

ORAL ROBERTS UNIVERSITY
Bachelor of Science in Mass Media Communications
Magna Cum Laude

2001

Community Involvement

GREATER ORLANDO AMERICAN HEART ASSOCIATION (Presently still a member) Chair 2014-2016
Founding chair of Passion Committee (volunteer base for American Heart Association events)

- Grew to be the model committee for six states
- Expanded volunteer base to assist several Florida counties
- Wrote and recorded song for American Heart Association; #1 in charts Jan. 2014

DANIELS LANDING HOMEOWNER'S ASSOCIATION (Winter Garden)
Board Member

2015-Present

MEMBERSHIPS/INTERESTS/ACTIVITIES

2015-Present

WEST ORANGE CHAMBER
LEADERSHIP WEST ORANGE
WOMEN'S GIVING ALLIANCE
KW YOUNG PROFESSIONALS
CENTRAL FLORIDA CHRISTIAN CHAMBER
PATRON/SUPPORTER OF GARDEN THEATRE
FORMER TEACHER AT GARDEN MUSIC

Rachel Saunders, MBA
13906 Daniels Landing Circle
Winter Garden, FL 34787
rachelsaunders@kw.com
407-575-3964

February 24, 2016

Kathy Golden, CMC
Office of the City Clerk
Winter Garden City Hall
300 West Plant Street
Winter Garden, FL 34787

Dear Ms. Golden and Commissioners:

I am writing to express my interest in serving on a city board. I fell in love with Winter Garden several years ago, and purchased my home in Daniels Landing, where I now serve on the Homeowner's Association Board. Even though my family members reside in other cities in Florida, Winter Garden felt like home to me.

My background is in business, government, the arts and communications. I have been an owner in real estate investment companies since 2004, and have first-hand experience with successfully zoning land for its highest and best use in another city. Last year, I met Community Development Director Ed Williams who suggested I serve on the Planning and Zoning Board. It was after this meeting that I first began to seriously consider this opportunity.

My life has been dedicated to serving where I am. I have been involved in dozens of charities through the years. In addition to serving on my homeowner's association board, I am currently a member of the West Orange Chamber, Leadership West Orange, a Patron of the Garden Theatre and a former teacher at Garden Music. I also just completed a two-year term as the founding Chair for the volunteer base committee for Greater Orlando American Heart Association.

In serving on the Planning and Zoning Board, my intention would be to continue my life of service to the citizens of our community. I would help preserve and enhance the quality of life in Winter Garden, while helping to implement a smart growth strategy. I would work with the board and city staff to confirm and accomplish the goals set in the comprehensive plan. While I would prefer to serve on the Planning and Zoning Board, I am open to serving on another board, should the need be greater.

The events happening in local government, though overlooked by many, often make more of a difference in our lives than national events. That is why I would consider it an honor and a privilege to serve Winter Garden.

Sincerely,



Rachel Saunders

REFERENCES

Rick Dreggors (407) 835-3395
Ed Williams (407) 656-4111
Brian Empric (407) 472-2511
Kathy Smith (352) 394-3818 ext 151
Heather Hurry (407) 766-3082
Margaret Shif (321) 696-3517
Aaron Abney (407) 877-6110
Gary Krupinski (813) 431-1278
Dr. Jerry Horner - (706) 315-9172
Cathie Gerhardt (407) 255-4993
Elizabeth Scovil - (407) 947-5006
Ed Jordan-(352) 394-1000
Beth Knight - (407) 704-9655



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

P: 407.656.4111

WWW.WINTERGARDEN-FL.GOV

Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

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

9-11-14
9-23-15

DATE: April 19, 2013 VERIFIED INTEREST ON: _____

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

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

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

INTERESTS/ACTIVITIES: Golf, boating

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

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

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

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

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

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

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

REFERENCES:

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.



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

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

Rec'd 4-22-13

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. 9-11-14
FEEL FREE TO ATTACH A RESUME. 9-23-15

DATE: April 18, 2013
VERIFIED INTEREST ON: 9-7-16
LAST NAME: MONTGOMERY FIRST: GERARD MIDDLE: VINCENT
HOME ADDRESS: 2045 Black Lake Blvd
OFFICE ADDRESS: 2045 Black Lake Blvd
HOME PHONE: 407-567-8688 CELL PHONE: 407-567-8688 WORK PHONE:
EMAIL: Gerard_Montgomery@yahoo.com FAX #: 407-315-0026
CURRENT EMPLOYER: Southern Protection Service Inc LENGTH: 4 yrs
POSITION: President / Owner
EDUCATION: HIGH SCHOOL GRADUATE [X] YES [] NO UNDERGRADUATE COLLEGE DEGREE IN: Business Management
ADVANCED COLLEGE DEGREE IN: OTHER:

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

COMMUNITY INVOLVEMENT: N/A
INTERESTS/ACTIVITIES: Biking / Reading / Business owner
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? more involved in City Govern man / city improvement

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

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

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

REFERENCES:
Michelle Tatum - 407-825-7111 / James Buell 336-669-1574 / Vanessa Patten 843-424-0178

WHICH BOARD(S) ARE YOU INTERESTED?
[] *CODE ENFORCEMENT BOARD
[X] *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
[X] *GENERAL EMPLOYEES PENSION BOARD
[X] *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

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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



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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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DATE: 7/2/15 VERIFIED INTEREST ON: _____

LAST NAME: Skubas FIRST: Joseph MIDDLE: Charles

HOME ADDRESS: 1102 English Garden Ln, Winter Garden, FL

OFFICE ADDRESS: _____

HOME PHONE: 407-877-9016 CELL PHONE: 407-719-6071 WORK PHONE: _____

EMAIL: joes3333@yahoo.com FAX #: 407-877-9016

CURRENT EMPLOYER: retired - Town of Fairfield, CT LENGTH: _____

POSITION: firefighter

EDUCATION: HIGH SCHOOL GRADUATE Yes No UNDERGRADUATE COLLEGE DEGREE IN: _____

ADVANCED COLLEGE DEGREE IN: _____ OTHER: _____

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
13 yrs - code enforcement Board - Winter Garden
6 yrs - Chairman, Code Enforcement

COMMUNITY INVOLVEMENT: Little League
INTERESTS/ACTIVITIES: Baseball, Politics, Golf
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? _____

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP:
HOA President - 2000 - 2006 Board Member - Wintermere WL - 2010 - 2014
AFL/CIO - Firefighters Union President - 1999

ARE YOU A RESIDENT OF WINTER GARDEN? Yes No IF YES, CONTINUOUS RESIDENT SINCE? 1999

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? Yes No WHICH CITY DISTRICT? 3

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:
Code Enforcement - Winter Garden

REFERENCES:
Ed Williams - City of Winter Garden
Stephen Pash

- 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

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

Board Appointment Interest Form 06-10 THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.