



**CITY COMMISSION**

**AGENDA**

**REMOTE ELECTRONIC ATTENDANCE**

As per State of Florida – Office of the Governor

**EXECUTIVE ORDER NUMBER 20-69**

**(Visit link below for details to join this meeting or offer Public Comment)**

<https://www.cwgd.com/Calendar.aspx?EID=133>

300 W. Plant Street,  
Winter Garden, Florida

**REGULAR MEETING**

**April 9, 2020**

**6:30 p.m.**

**CALL TO ORDER**

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting Minutes – March 12, 2020

**2. GENERAL ELECTION RESULTS**

A. **Resolution 20-02:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 17, 2020 FOR MAYOR/COMMISSIONER DISTRICT 5 AND COMMISSIONER DISTRICT 1, AUTHORIZING ISSUANCE OF CERTIFICATES AND OTHER SUCH MATTERS AS PERMITTED BY LAW – **City Clerk Grimmage**

B. **Resolution 20-03:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE CHARTER ELECTION HELD MARCH 17, 2020 – **City Clerk Grimmage**

**3. OATH OF OFFICE**

A. Mayor/Commissioner District 5 – John Rees (3-year Term) – **City Clerk Grimmage**

B. Commissioner District 1 – Lisa L. Bennett (3-year Term) – **City Clerk Grimmage**

**4. REGULAR BUSINESS**

A. Recommendation to approve Eighth Amendment to the Restated Interlocal Agreement for Joint Planning Area Between Orange County and the City of Winter Garden - **Community Development Director Pash**

B. Recommendation to approve FINAL PLAT for 707 West Plant Street (Garden West) – **Community Development Director Pash**

- C. Recommendation to approve change order with Engineered Sprayed Solutions, LLC in the amount of \$600,000 for the rehabilitation of fiberglass manhole structures on SR50 – **Assistant City Manager – Public Services Williams**
- D. Recommendation to approve CDBG Rehab Debt Forgiveness for 526 S. Boyd Street (Michelle Ford Gentry), with public comment - **Economic Development Director Gerhartz**

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

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

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

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to **Regular Meeting** on Thursday, **April 23, 2020** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor, Winter Garden, Florida

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)

	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 x2297.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 x5455.
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# CITY OF WINTER GARDEN

## CITY COMMISSION REGULAR MEETING MINUTES

March 12, 2020

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 given.

**Present:** Mayor John Rees and Commissioners  
Lisa Bennett – District 1                      Bob Buchanan – District 2  
Mark A. Maciel – District 3                      Colin Sharman – District 4

**Also Present:** City Manager Mike Bollhoefer, City Attorney A. Kurt Ardaman, City Clerk Angee Grimage, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Jon Williams, Community Development Director Stephen Pash, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, and Police Chief Stephen Graham

### 1. **APPROVAL OF MINUTES**

**Motion by Commissioner Maciel to approve regular meeting minutes of February 27, 2020. Seconded by Commissioner Bennett and carried unanimously 5-0.**

### 2. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 19-26:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 8.95 ± ACRES LOCATED AT 12920 REAVES ROAD, ON THE NORTHWEST CORNER OF REAVES ROAD AND STONEYBROOK WEST PARKWAY, 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 19-27:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 8.95 ± ACRES LOCATED AT 12920 REAVES ROAD, ON THE NORTHWEST CORNER OF REAVES ROAD AND STONEYBROOK WEST PARKWAY, FROM ORANGE COUNTY RURAL TO CITY MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 19-28:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.80 ± ACRES LOCATED AT 12921 REAVES ROAD, ON THE NORTHEAST CORNER OF REAVES ROAD AND STONEYBROOK WEST PARKWAY, 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

- D. **Ordinance 19-29:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.80 ± ACRES LOCATED AT 12921 REAVES ROAD, ON THE NORTHEAST CORNER OF REAVES ROAD AND STONEYBROOK WEST PARKWAY, FROM ORANGE COUNTY RURAL TO CITY MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 19-30:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 10.75 +/- ACRES OF LAND GENERALLY LOCATED AT 12920 & 12921 REAVES ROAD ON THE NORTHWEST AND NORTHEAST CORNERS OF REAVES ROAD AND STONEYBROOK WEST PARKWAY, FROM ORANGE COUNTY A-1 (AGRICULTURAL) AND R-CE-2 (RURAL RESIDENTIAL) TO CITY PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE STONEYBROOK SENIOR LIVING PUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 19-26, 19-27, 19-28, 19-29, and 19-30 by title only. Community Development Director Pash stated that this is the Stoneybrook Senior Living facility originally on the October 10, 2019 agenda; postponed due to the request for meetings with the neighbors and the developer. He gave a PowerPoint presentation on the history of the property; sharing past proposals as well as the current proposal for the project.

Mr. Pash noted the efforts of staff meeting with the developer, community meetings, and status of the current plans. He described the moving of the pond to the other side of the road and saving the buffer as well as the wetlands along the western side. He noted that the applicant is requesting the annexation of two properties and described their size and location. They propose developing the property with a two and three story building; 166 assisted and independent living units. He described other proposed improvements and agreements.

Mr. Pash noted that there have been multiple community meetings with the developer and the neighbors. In those meetings there has been some opposition; he noted the possibility for more at this hearing.

Mr. Pash shared information on analysis done on other local assisted living facilities, such as Golden Pond and Sonata. He then noted information on this proposed project and stated that staff recommends approval of Ordinances 19-26, 19-27, 19-28, 19-29, and 19-30 with all the additional conditions that have been added.

Commissioner Sharman inquired of the 2018 community meeting notices and who would have received them. Mr. Pash responded that there was a very large area beyond the 300 required by code and sent by mail. He believes there were approximately 400. Building height was then discussed.

Mayor Rees inquired about information noted in the staff report regarding the residential density; Mr. Pash noted this as a typo.

Commissioner Maciel inquired as to whether a certificate of need would be necessary. Mr. Pash responded that they might be required for the State on the medical portions.

Mayor Rees noted an issue of concern being the larger the facility the potential for more issues and inquired as to what is an acceptable level or median. He voiced concerns of continued development of the two and three stories buildings, adding to our problems from a health perspective. Mr. Pash indicated that these vary in size and needs more research.

Mayor Rees opened the public hearing.

Rick McDowell, 12709 Dallington Terrace, Winter Garden, Florida identified his residence located behind the proposed development and expressed opposition to the proposed size of the development. He addressed issues relating to noise, traffic, balloon testing and visibility in relation to his home. He also addressed the flipping of the project by its current owner and a new buyer coming in without all of this information.

Nicole Jones, 12714 Dallington Terrace, Winter Garden, Florida noted the differences in the proposed project and the existing facilities. She expressed opposition to the proposed development. She feels it is too big, will be noisy, and will be visible to her home. She expressed that she is frustrated, noted an online petition in opposition, and questioned the notice mailing.

Maury Tillman, 1002 Home Grove Drive, Winter Garden, Florida, noted that he is the current HOA President of the Foxcrest community, but is attending on behalf of himself and only a few of his neighbors. He indicated that his home would be visible to the proposed project. He described Homeowner Association (HOA) meetings in relation to the tree buffers, insufficient notification by the City, and no information provided to the HOA. He spoke unfavorably of the scale of the project and suggested scaling it back so that it is not so intrusive to those residents nearby.

Annette Davila, 12708 Dallington Terrace, stated that she is not in opposition to the development of the property, but voiced concerns about the size of the project, noise issues, and loss of property value.

Keith Jones, 12714 Dallington Terrace, Winter Garden, Florida stated how the current buildings are visible from his home. He expressed that people are not necessarily in opposition to the development of the property, but opposed to the scope of the project. He inquired as to any concessions made regarding the footprint of the plan and its size.

There was discussion on reduction of the initial size of 220 rooms, reduced square footage and building height remaining the same. Mr. Jones spoke of the mail list, suggested scaling back the scope of the project and addressing visibility so it is not so visible.

City Manager Bollhoefer addressed comments regarding the mailing list and informed that the list is available. He stated that the City far exceeds law requirements for these mailings; in this case, there were over 400 homes. He noted he did advise residents during a community meeting to contact their City Commissioner on this issue, as it would now be in their hands.

Community Development Director Pash corrected an earlier statement made that the 190,981 gross square feet as the size of this project and stated that it was actually the number for the Target store. This proposed project totals a gross square footage of 181,356.

Allan Bradley and Stacy Huber, the applicants, indicated that they wanted to address concerns made during public comment regarding the project. He spoke of changes made during the course of planning for this project; he offered assurance of not flipping the property but community invested. He spoke to issues relating to size and density; noting being lower than some of their comparable projects. He described project size in relation to independent living and explained the transition to assisted living; noting that the average age is 86. He addressed issues of noise, light, and the misconceptions of this neighbor who are the elderly. He also addressed demand and huge growth in the market of need.

Mr. Bradley discussed architectural design, unit mix, a buffer of two acres, and increased size of the wetlands. He compared existing facilities and their effect on home values and consistent land use. He gave the history of the project stages of review by and noted 14 months of review in the Development Review Committee (DRC). Also addressed was the completed balloon testing.

Commissioner Buchanan commented that as stated by the neighbors of this project, something would eventually go in this location. He explained that with annexation of these properties, the City and staff have an advantage in assuring whatever is built at this location would be built to high standards. He spoke of the positioning of the buildings and steps taken to make the numbers work. His concern is that if something

like this project is not built; there is the risk of getting something really undesirable. He noted that at least this way there is control over the aesthetics.

Commissioner Sharman inquired as to the proximity of homes near other projects such as Sonata. Mr. Pash then displayed an aerial picture for review and discussion.

Commissioner Sharman noted his confidence in the notification mailing sent by staff; he related his experiences with this during the mall process. He noted other concerns, but feels that the height of this project is the biggest issue. He indicated having conversations with others concerning the project. He disclosed that he would vote in opposition due to the height.

Commissioner Maciel inquired as to whether another postponement of this item could bring resolve rather than risk denial.

Mayor Rees referred to the October meeting and requests made to have certain issues addressed; he questioned had they been done. He agreed with Commissioner Buchanan's comments regarding the site being developed, noting that the City makes attempts to control what we will get in this community; his preference is for low-density. He sought clarification on the size of Sonata and indicated his understanding the difference between independent and assisted living.

Commissioner Maciel sought clarification on the acreage of Sonata and the number of units; noted as 7.15 acres and 115 units. There was discussion on and comparisons to the Sonata facility.

Commissioner Buchanan suggested taking some action on this item to move it forward; noting all the effort already expended.

City Manager Bollhoefer noted the need to consult the developer in addressing this issue, indicating past discussions where they were not open to lowering due to economic reasons. He noted that if the developer were not willing to go this route, it would not make sense to move forward and urged making a decision, unless the developer was willing to review it.

Allan Bradley, speaking to only changing this to a two-story project, stated that it is something they have reviewed in the past. He indicated that they can go back; but noted that it is a vast redesign. He explained some of the components involved and noted that it is a complete rework of the project if he loses the third-story and need to create an economic balance of the unit mix within the site.

City Manager Bollhoefer suggested that if he were to consider this option, he would not have to go back and fully engineer it. He stated that if designed with conceptual plans,

the City Commission could make a decision for the annexation and zoning. The engineering portion would come in at the site plan review.

Mayor Rees sought clarification on whether this would be a reduction of the units and alteration of the buffer. Mr. Bradley responded yes. There was discussion that this would be a trade off with the loss of some of the buffer.

**Motion by Commissioner Sharman to POSTPONE Ordinances 19-26, 19-27, 19-28, 19-29, and 19-30 to March 26, 2020 at 6:30 p.m. Seconded by Commissioner Maciel.**

Mayor Rees sought clarification on requests made at the October meeting; questioning the completion of the items. City Manager Bollhoefer explained the directive that staff was to go back and meet with the developer and neighbors to find resolutions that would work for everyone. He noted that no resolution agreeable to both the developer and the residents was found.

There was discussion on when this item could come back for consideration to the City Commission. There were questions to Mr. Bradley on time needed to come back with a conceptual. Commissioner Sharman indicated that should they come back with a two-story plan he might support it.

**Motion carried 4-1; Commissioner Buchanan opposed.**

- F. **Ordinance 20-16:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.82 ± ACRES LOCATED AT 356 E. LAFAYETTE STREET AND 497 W J PETERS LANE; NORTH OF E. CYPRESS STREET, WEST OF 9TH STREET, EAST OF SUMMER STREET, AND SOUTH OF E. LAFAYETTE STREET; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- G. **Ordinance 20-17:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.82 ± ACRES OF LAND LOCATED AT 356 E. LAFAYETTE STREET AND 497 W J PETERS LANE; NORTH OF E. CYPRESS STREET, WEST OF 9TH STREET, EAST OF SUMMER STREET, AND SOUTH OF E. LAFAYETTE STREET FROM ORANGE COUNTY LOW-MEDIUM DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- H. **Ordinance 20-18:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.82 ± ACRES LOCATED AT 356 E. LAFAYETTE STREET AND 497 W J PETERS LANE; NORTH OF E. CYPRESS STREET, WEST OF 9TH STREET, EAST OF SUMMER STREET, AND SOUTH OF E. LAFAYETTE 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 20-16, 20-17, and 20-18 by title only. Community Development Director Pash stated that this is a voluntary annexation of the two properties and described the locations. He noted that the request is for low-density residential, future land use and R-2 zoning. The property owned by the School Board intended use is for ponds, drainage and open space. He noted that the zoning and land use are consistent with the surrounding area. Staff recommends approval of Ordinance 20-16, 20-17, and 20-18.

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

**Motion by Commissioner Maciel to approve Ordinances 20-16, 20-17, and 20-18 with the second hearing and public hearing March 26, 2020. Seconded by Commissioner Bennett carried unanimously 5-0.**

- I. **Ordinance 20-20:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 6.01 ± ACRES LOCATED AT 1577 & 894 BEARD ROAD, WEST OF BEULAH ROAD, EAST OF 9TH STREET, AND SOUTH OF BEARD ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE
- J. **Ordinance 20-21:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 6.01 ± ACRES LOCATED AT 1577 & 894 BEARD ROAD, WEST OF BEULAH ROAD, EAST OF 9TH STREET, AND SOUTH OF BEARD ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE WINTER GARDEN SELF STORAGE PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-20 and 20-21 by title only. Community Development Director Pash requested postponement for this item until the March 26, 2020 meeting.

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

**Motion by Commissioner Sharman to POSTPONE Ordinances 20-20 and 20-21 until March 26, 2020 to 6:30 p.m. Seconded by Commissioner Maciel carried unanimously 5-0.**

### 3. **REGULAR BUSINESS**

- A. Recommendation to approve change order with Middlesex Corporation to add an additional 15,000 square yards of milling and paving to the 2020 city wide street resurfacing list for a total amount of \$191,975

Assistant City Manager of Public Services Williams stated that this is a request to approve a change order with the Middlesex Corporation to add an additional 15,000 square yards of milling and paving to this year's street resurfacing list. He described the areas that the additional square yardage would extend and the amount of \$191,975. Staff recommends approval.

There was discussion that work on the projects would be when the schools were out.

**Motion by Commissioner Buchanan to approve change order with Middlesex Corporation to add an additional 15,000 square yards of milling and paving to the 2020 city wide street resurfacing list for a total amount of \$191,975. Seconded by Commissioner Maciel and carried 5-0.**

- B. Recommendation to approve distribution of \$11,705 awarded Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation funds to purchase active shooter response training aids and equipment for the Police Department, with public comment

Police Chief Graham stated that this request is for the fiscal year of 2018 local solicitation Edward Byrne Memorial Justice Assistance Grant (JAG). He noted that earmarked is \$11,705 for the Winter Garden Police Department and the request is to utilize these funds to purchase items that can be used for training for active shooter response. He noted that the Federal government froze the grants for a period of time, thus the 2018 date.

There was discussion that a shooting range would not be needed for these type of guns, which Chief Graham described as similar to Hi-tech paintball guns.

**Motion by Commissioner Sharman to approve distribution of \$11,705 awarded Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation funds to purchase active shooter response training aids and equipment for the Police Department, with public comment. Seconded by Commissioner Bennett and carried 5-0.**

- C. BOARD APPOINTMENT: Winter Garden Police & Firefighter Pension Board

City Clerk Grimmage stated that the Plan Administrator for this board informed the City of the resignation of Stephanie Berry, one of the Pension Board trustees. She informed that Ms. Berry's seat is set to expire in November of this year, noting the board's quarterly meetings and that the City Commission may see this appointment again later this year. She stated that only two applications were available on file for this board and

staff recommends appointing one of those applicants to fill this seat. She stated for the record the names of the applicants as Doug Bartow and Bruce D. Schobel.

Mayor Rees noted that he had received interest from Thomas Moses, who was an applicant for board appointment. Commissioner Sharman also noted that Mr. Moses had shown interest in the Architectural Review and Historic Preservation Board (ARHPB). Commissioner Buchanan noted that Mr. Moses also contacted him. City Clerk Grimmage confirmed that he did not submit interest for this particular board.

Commissioner Buchanan inquired as to whether quarterly meetings were enough for this board. City Manager Bollhoefer replied absolutely, noting the technical nature of the board.

Commissioner Buchanan noted Mr. Schobel was in the audience and showed interest in the appointment. He also indicated that the other candidate had already been appointed to a board and feels everyone should have an opportunity to serve on a board.

**Motion by Commissioner Buchanan to appoint Bruce D. Schobel to the Winter Garden Police & Firefighter Pension Board. Seconded by Commissioner Maciel and carried unanimously 5-0.**

The City Commissioners acknowledged Mr. Schobel, who was in the audience and thanked him for volunteering.

#### 4. **MATTERS FROM PUBLIC**

Charlie Mae Wilder, 813 E. Bay Street, Winter Garden, Florida referred the City Commission to information distributed for review regarding a headstone for former Commissioner Mildred Dixon as addressed at the last meeting. There was discussion on the options for assisting in the purchase of a monument for the late Commissioner Dixon.

The Commissioners noted that they would make their own personal contributions in this effort, but also suggested a \$250 contribution would come from the City of Winter Garden.

**Motion by Commissioner Maciel to approve a \$250 donation for a monument for former Commissioner Mildred Dixon. Seconded by Commissioner Bennett and carried unanimously 5-0.**

#### 5. **MATTERS FROM CITY ATTORNEY**

City Attorney Ardaman and City Manager Bollhoefer collaborated to bring the next item before the City Commission.

**City Manager Bollhoefer** spoke of the COVID-19 (Coronavirus) as transpiring very fast and noted slow response from the State of Florida in the area of direction. He informed of later informational meetings with Orange County for direction. He noted the immediate need is to address the schedule of upcoming events; the list distributed for review. **Mr. Bollhoefer** listed some of those events and informed that in the event of cancellations the organizers would like to know sooner rather than later. He noted that staff received calls from the organizers who noted that some vendors for the events are cancelling. **Mr. Bollhoefer** noted difficulty in making decisions on these issues and informed of an emergency ordinance drafted by the City Attorney's Office.

**City Attorney Ardaman** advised that there is the State Statute, two executive orders from the Governor, and the City Charter. He informed that this ordinance, crafted in such a way as to be effective for 60 days under the Florida State Statute and the Governor's two executive orders and could be terminated at the City Commission's direction at any time.

**City Manager Bollhoefer** stated that in the meantime staff would meet with the Bloom 'N Grow organizers and address decisions needed for other events. There would be no cancellations without first addressing them with the City Commission. He informed of other events and possibilities of cancellation; noting day-by-day, item by item review. He anticipated more information to come from the State in the future.

**City Attorney Ardaman** noted an ordinance crafted by their office, giving the City Manager authority under the City code and Florida State Statutes to make decisions on items such as special events, contracts, and city property, as they relate to the Coronavirus. Mr. Ardaman explained that the City Manager might need to make decisions on things as they are presented that cannot actively be anticipated. He noted providing current information on the Coronavirus for reference in this consideration.

**City Manager Bollhoefer** noted that his immediate concern was for the special events.

**City Attorney Ardaman** referred the City Commission to suggested changes on page 6 of 6, and read the current language and suggested correction to read, *"This Ordinance shall become effective immediately and expire coterminous with Executive Order No. 20-52, issued by Governor of the State of Florida, including any extensions thereof, unless earlier terminated by the City Commission."* **City Attorney Ardaman** read the Emergency Ordinance by title only. He noted the option to limit it or leave it comprehensive.

Discussion ensued on the protocol for addressing the events and the calling of an emergency meeting if deemed necessary. Commissioner Maciel spoke in favor of this item giving the City Manager the decision making power along with input from Mayor Rees. There was discussion that the Ordinance includes events and City Programs.

**Motion to approve Emergency Ordinance, limiting the City Managers authority to matters relating to Special Events and City Programs. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**6. MATTERS FROM CITY MANAGER**

Household Hazardous Waste Disposal

City Manager Bollhoefer announced community collections for household and electronic hazardous waste on March 21 from 8:00 a.m. to 1:00 p.m.

**7. MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Sharman** shared his thoughts on reactions to the Coronavirus issue.

**Commissioner Maciel** thanked Ms. Wilder for the effort for former Commissioner Dixon. He then wished everyone a safe and healthy week.

**Commissioner Buchanan** shared his thoughts on the Coronavirus issue.

**Commissioner Bennett** announced that voting on Tuesday, March 17, 2020 has not been cancelled. She shared that the Orange County Supervisor of Elections will have available, hand sanitizer, disinfectant wipes and gloves.

The meeting adjourned at 8:06 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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City Clerk Angee Grimmage, CMC

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

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**From:** Angee Grimmage, City Clerk

**Via:** Mike Bollhoefer, City Manager

**Date:** April 2, 2020      **Meeting Dates:** April 9, 2020

**Subject:**    **General Election Results of March 17, 2020**  
                  **Resolution 20-02** – Commissioner District 1  
                  **Resolution 20-03** – City Charter Amendment

**Discussion:**

Election results of the City 2020 General Election for Commissioner District 1 and Charter amendments as established by the electorate on March 17, 2020. This General Election was a piggyback of the Presidential Preference Primary Election as previously approved by the City Commission.

**Recommended Action:**

Staff recommends approval of Resolutions 20-02 and 20-03.

**Attachment(s)/References:**

Resolution 20-02  
Resolution 20-03

**RESOLUTION 20-02**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 17, 2020 FOR MAYOR/COMMISSIONER DISTRICT 5 AND COMMISSIONER DISTRICT 1, AUTHORIZING ISSUANCE OF A CERTIFICATES AND OTHER SUCH MATTERS AS PERMITTED BY LAW**

**WHEREAS**, on **March 17, 2020**, a General Election was conducted in accordance with the Charter and Ordinances of the City of Winter Garden, and the State of Florida Election Code; and

**WHEREAS**, the Registration Book closing for the election reflected that the total Registered Voters in **District 1, Precinct 1103** as 6,171; and

**WHEREAS**, the City Clerk for the City of Winter Garden has obtained the Certificate of Election Results from the Orange County Canvassing Board, which is hereby made a part of this Resolution (**Exhibit A**), for the purpose of electing the **Mayor/Commissioner District 5** and **Commissioner District 1**.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA**, that we do hereby declare that:

- **JOHN REES** is duly elected, by virtue of no opposition, as **Mayor/Commissioner District 5** to serve a three-year term; and
- **LISA L. BENNETT** is duly elected as **Commissioner District 1** to serve a three-year term;

and hereby authorizes the City Clerk to issue the candidates elected a Certificate of Election.

This Resolution is duly adopted at the regular meeting of the City Commission of the City of Winter Garden, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

APPROVED:

\_\_\_\_\_  
John Rees  
Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Angela J. Grimmage, CMC  
City Clerk

**RESOLUTION NO. 20-03**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE CHARTER ELECTION HELD MARCH 17, 2020**

**WHEREAS**, the City of Winter Garden City Commission adopted Ordinance 19-56 on November 14, 2019, and

**WHEREAS**, Ordinance 19-56 (**Exhibit A**) submitted to the electors of Winter Garden certain proposed amendments to the Charter of the City of Winter Garden; and

**WHEREAS**, on March 17, 2020, an election was conducted in accordance with the Charter, the Ordinances of the City of Winter Garden, and the State of Florida Election Statutes and Administrative Codes; and

**WHEREAS**, the City Clerk for Winter Garden has transmitted to the City Commission the Official Certificate of the Orange County Canvassing Board's certified results for the March 17, 2020 election, which is hereby made a part of this Resolution (**Exhibit B**) for the purpose of amending the City's Charter.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA**, that we do hereby declare that:

---

**City Charter Amendment 1:**

*Shall Article II, Section 11 of the Charter be amended to provide for four-year terms of the members of the commission and mayor instead of the current three-year terms?*

**YES** 3259 votes  
**NO** 2748 votes

**YES - APPROVED**

---

**City Charter Amendment 2:**

*Shall Article II, Section 16 and Article III, Section 27 of the Charter be amended to specify and provide more detailed provisions related to the hearing process for forfeiture of office against an elected official and removal of a city manager which provisions are intended to protect the due process rights of the official who is the subject of such hearings?*

**YES** 4520 votes  
**NO** 1275 votes

**YES - APPROVED**

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**City Charter Amendment 3:**

*Shall Article II, Section 17 of the Charter be amended to extend from six to eighteen months the length of unexpired term caused by a mid-term vacancy that may be filled by the commission rather than election; extend from thirty to forty-five the number of days after the vacancy the commission must make such appointment; and extend from sixty to ninety days after the vacancy the time for conducting an election, when required?*

**YES** 2588 votes  
**NO** 3194 votes

**NO - FAILED**

---

**City Charter Amendment 4:**

*Shall Article II, Section 20 of the Charter be amended to state that City shall follow State law regarding advertising of proposed ordinances and shall Article V Section 46 of the Charter be amended to conform to the existing State law terminology of "vote-by-mail ballots" regarding elections?*

**YES** 4801 votes  
**NO** 954 votes

**YES - APPROVED**

---

**City Charter Amendment 5:**

*Shall Article II, Section 21 of the Charter be amended to provide that a commissioner may vote on emergency measures by telephonic or other audio/visual methods provided that such commissioner can hear and be heard by all in attendance at the meeting?*

**YES** 4443 votes  
**NO** 1358 votes

**YES - APPROVED**

**City Charter Amendment 6:**

*Shall Article II, Section 22 and Section 23 of the Charter be amended to delete unnecessary language and simplify existing language regarding revision and repeal of ordinances?*

**YES** 4719 votes  
**NO** 1030 votes

**YES - APPROVED**

**City Charter Amendment 7:**

*Shall Article III, Section 28 of the Charter be amended to extend the time allowed for a city manager to establish residency within the City and allow the commission to waive the city manager residency requirement for good cause shown?*

**YES** 2327 votes  
**NO** 3432 votes

**NO - FAILED**

**City Charter Amendment 8:**

*Shall Article V, Section 48 be amended to require that the election canvassing board be established by July 1 of each year instead of ninety days prior to July 1; Article V, Section 57 be amended to extend the time for filing citizen referendum petitions; and Article V, Section 58 be amended to clarify that time limits of five or fewer days in the citizen initiative or referendum process shall mean business days?*

**YES** 3898 votes  
**NO** 1657 votes

**YES - APPROVED**

**City Charter Amendment 9:**

*Shall Article VIII, Section 65 of the Charter be amended to specify that the city manager shall report any appropriation transfers to the commission within thirty days?*

**YES** 5277 votes  
**NO** 436 votes

**YES - APPROVED**

**Effective Date.** This resolution shall take effect immediately upon its approval.

**PASSED AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

\_\_\_\_\_  
John Rees, Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Angela J. Grimmage, City Clerk

CERTIFICATE OF ORANGE COUNTY CANVASSING BOARD  
STATE OF FLORIDA, **Orange County**

We, the undersigned, JEANETTE BIGNEY, Chair, County Judge, VICTORIA SIPLIN, County Commissioner, BILL COWLES, Supervisor of Elections, constituting the Board of County Canvassers in and for Orange County, do hereby certify that we met on the 20<sup>th</sup> day of March, 2020 A.D., and proceeded publicly to canvass the votes given for the **Municipal Election** herein specified by the **City of Winter Garden** held on the 17<sup>th</sup> day of March, 2020 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows

**Commissioner District**

Lisa L. Bennett	1233	votes
Joseph Richardson	325	votes

**City Charter Amendment 1**

Yes	3259	votes
No	2748	votes

**City Charter Amendment 2**

Yes	4520	votes
No	1275	votes

**City Charter Amendment 3**

Yes	2588	votes
No	3194	votes

**City Charter Amendment 4**

Yes	4801	votes
No	954	votes

**City Charter Amendment 5**

Yes	4443	votes
No	1358	votes

**City Charter Amendment 6**

Yes	4719	votes
No	1030	votes

**City Charter Amendment 7**

Yes	2327	votes
No	3432	votes

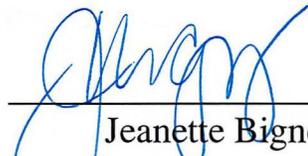
**City Charter Amendment 8**

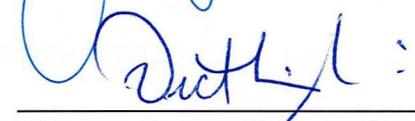
Yes	3898	votes
No	1657	votes

**City Charter Amendment 9**

Yes	5277	votes
No	436	votes

We certify that pursuant to Section 102.112, Florida Statutes, the Canvassing Board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in this election

  
\_\_\_\_\_  
Jeanette Bigney, County Judge

  
\_\_\_\_\_  
Victoria Splin, County Commissioner

  
\_\_\_\_\_  
Bill Cowles, Supervisor of Elections

Total ballots cast was 6420 for a 30.74 percent turnout of the eligible municipal voters.

# Exhibit B

SUMMARY REPT-GROUP DETAIL

OFFICIAL RESULTS  
Nonpartisan

REPORT-EL45A

PAGE 002

RUN DATE:03/27/20 10:35 AM

	TOTAL VOTES	%	EV-DS200	AV-AB850	ED-DS200	PV-EARLY	PV-EDAY
<b>City of Winter Garden District 1</b>							
<b>(VOTE FOR) 1</b>							
Lisa L. Bennett . . . . .	1,233	79.14	188	357	688	0	0
Joseph Richardson. . . . .	325	20.86	85	90	150	0	0
Over Votes . . . . .	1		0	1	0	0	0
Under Votes . . . . .	104		24	43	37	0	0
<b>City of Winter Garden Charter Amendment 1</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	3,259	54.25	743	1,091	1,425	0	0
No. . . . .	2,748	45.75	632	924	1,192	0	0
Over Votes . . . . .	1		0	0	1	0	0
Under Votes . . . . .	412		93	145	174	0	0
<b>City of Winter Garden Charter Amendment 2</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	4,520	78.00	1,020	1,546	1,954	0	0
No. . . . .	1,275	22.00	305	410	560	0	0
Over Votes . . . . .	1		1	0	0	0	0
Under Votes . . . . .	624		142	204	278	0	0
<b>City of Winter Garden Charter Amendment 3</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	2,588	44.76	527	893	1,168	0	0
No. . . . .	3,194	55.24	802	1,056	1,336	0	0
Over Votes . . . . .	2		0	2	0	0	0
Under Votes . . . . .	636		139	209	288	0	0
<b>City of Winter Garden Charter Amendment 4</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	4,801	83.42	1,121	1,618	2,062	0	0
No. . . . .	954	16.58	207	315	432	0	0
Over Votes . . . . .	1		0	1	0	0	0
Under Votes . . . . .	664		140	226	298	0	0
<b>City of Winter Garden Charter Amendment 5</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	4,443	76.59	1,015	1,466	1,962	0	0
No. . . . .	1,358	23.41	330	494	534	0	0
Over Votes . . . . .	1		0	0	1	0	0
Under Votes . . . . .	618		123	200	295	0	0
<b>City of Winter Garden Charter Amendment 6</b>							
<b>(VOTE FOR) 1</b>							
Yes . . . . .	4,719	82.08	1,097	1,631	1,991	0	0
No. . . . .	1,030	17.92	239	306	485	0	0
Over Votes . . . . .	2		1	0	1	0	0
Under Votes . . . . .	669		131	223	315	0	0

RUN DATE:03/27/20 10:35 AM

	TOTAL VOTES	%	EV-DS200	AV-AB850	ED-DS200	PV-EARLY	PV-EDAY
City of Winter Garden Charter Amendment 7 (VOTE FOR) 1							
Yes . . . . .	2,327	40.41	497	772	1,058	0	0
No. . . . .	3,432	59.59	826	1,184	1,422	0	0
Over Votes . . . . .	1		0	1	0	0	0
Under Votes . . . . .	660		145	203	312	0	0
City of Winter Garden Charter Amendment 8 (VOTE FOR) 1							
Yes . . . . .	3,898	70.17	891	1,340	1,667	0	0
No. . . . .	1,657	29.83	389	547	721	0	0
Over Votes . . . . .	0		0	0	0	0	0
Under Votes . . . . .	865		188	273	404	0	0
City of Winter Garden Charter Amendment 9 (VOTE FOR) 1							
Yes . . . . .	5,277	92.37	1,229	1,790	2,258	0	0
No. . . . .	436	7.63	85	142	209	0	0
Over Votes . . . . .	2		0	1	1	0	0
Under Votes . . . . .	705		154	227	324	0	0

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

**From:** Steve Pash, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** April 2, 2020

**Meeting Date:** April 9, 2020

**Subject:** Joint Planning Area Amendment #8

**Issue:**

Three properties (Parcel ID # 10-23-27-0000-00-037, Parcel ID # 10-23-27-0000-00-001, and Parcel ID # 10-23-27-0000-00-044) on the south side of Tilden Road would like to annex into the City of Winter Garden and they are outside of the Joint Planning Area.

**Discussion:**

There are 3 properties on the south side of Tilden Road that would like to annex into the City of Winter Garden. These properties are within the City of Winter Garden service area, but outside of the Joint Planning Area. We have worked with Orange County to amend the JPA to include these three properties so the owners can begin the process to annex the property into the City of Winter Garden.

**Recommended Action:**

Staff recommends that City Commission approve the Agreement so it can be sent to Orange County Board of Commissioners.

**Attachment(s)/References:**

Joint Planning Agreement #8

**EIGHTH AMENDMENT TO THE RESTATED INTERLOCAL  
AGREEMENT FOR JOINT PLANNING AREA BETWEEN  
ORANGE COUNTY AND THE CITY OF WINTER GARDEN**

**Dated \_\_\_\_\_, 2020**

This Eighth Amendment to the Restated Interlocal Agreement for Joint Planning Area (“Eighth Amendment”) is made by and between Orange County, Florida, a Charter County and political subdivision of the State of Florida (“County”), and the City of Winter Garden, a municipality existing under Florida law (“City”).

WHEREAS, a Restated Interlocal Agreement for Joint Planning Area was approved by the City on June 12, 1997, and approved and executed by the County on June 19, 1997, and became effective on June 19, 1997 (“Restated Agreement”); and

WHEREAS, the First Amendment to the Restated Agreement was approved and executed by the City on February 8, 2001, and was approved and executed by the County on April 17, 2001; and

WHEREAS, the Second Amendment to the Restated Agreement was approved and executed by the City on February 28, 2002, and was approved and executed by the County on February 26, 2002; and

WHEREAS, the Third Amendment to the Restated Agreement was approved and executed by the City on September 26, 2002, and was approved and executed by the County on October 8, 2002; and

WHEREAS, the Fourth Amendment to the Restated Agreement was approved by the City on April 22, 2004, and was approved and executed by the County on May 25, 2004; and

WHEREAS, the Fifth Amendment to the Restated Agreement was approved by the City on October 14, 2004, and was approved and executed by the County on November 9, 2004; and

WHEREAS, the Sixth Amendment to the Restated Agreement was approved and executed by the City and was approved and executed by the County on April 17, 2007; and

WHEREAS, the Seventh Amendment to the Restated Agreement was approved and executed by the City and was approved and executed by the County on May 7, 2019; and

WHEREAS, County and City now desire to amend the Restated Agreement, as amended, by expanding the Joint Planning Area depicted on Exhibit “A” to include two properties located south of Tilden Road, generally east of State Road 429, and west of the West Orange Country Club (the “Expansion Area”), and to assign City land uses to the Expansion Area.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Restated Agreement and this Eighth Amendment, the County and City agree as follows:

1. Amendments to Restated Agreement:

a. Amendment to the Joint Planning Area. The Joint Planning Area, as reflected in Exhibit "A" to the Restated Agreement, as amended, is hereby replaced and superseded by Exhibit "A" to this Eighth Amendment, which is attached hereto and incorporated herein by reference.

b. Expansion Area.

i. Exhibit "B," attached to this Eighth Amendment and incorporated herein by reference, depicts the Expansion Area, more particularly described as: (i) the 30.19 +/- acre property located on Tilden Road, having Orange County Tax Parcel ID# 10-23-27-0000-00-037, and (ii) the adjoining 39.93 +/- acre property located on Tilden Road, having Orange County Tax Parcel ID #10-23-27-0000-00-044. Exhibit "C," attached to this Eighth Amendment and incorporated herein by reference, consists of the legal description for the Expansion Area.

ii. After annexation, the City shall assign the City's Suburban Residential Future Land Use (4 dwelling units per acre) to the Expansion Area. This land use will be the maximum density that will be allowed to be developed in the Expansion Area, subject to any other limitations and restrictions that may be approved at the time of the City's adoption of a comprehensive plan amendment and rezoning approval.

c. Residential development rezoning and other development guidelines included in the Restated Agreement as amended, will apply to development in the Expansion Area described in this Amendment.

2. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Restated Agreement. Except as expressly set forth in this Eighth Amendment, the Restated Agreement in its original form shall remain in full force and effect. Capitalized terms used in this Eighth Amendment that are also used in the Restated Agreement shall have the same meaning as set forth in the Restated Agreement. In the event of any conflict or ambiguity between the Restated Agreement and this Eighth Amendment, this Eighth Amendment controls.

3. Effective Date. This Eighth Amendment to the Restated Agreement shall take effect upon the date of approval by the City, or upon the date of approval by the County, whichever last occurs.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor  
Date: \_\_\_\_\_

ATTEST: Phil Diamond, County  
Comptroller as Clerk to the Board  
Of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

CITY OF WINTER GARDEN

By: City Commission

By: \_\_\_\_\_  
John Rees, Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

EXHIBIT A  
JPA MAP

# Proposed JPA

- Major Roads
- Roads
- Proposed JPA
- City Limits

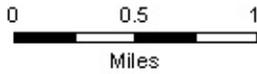
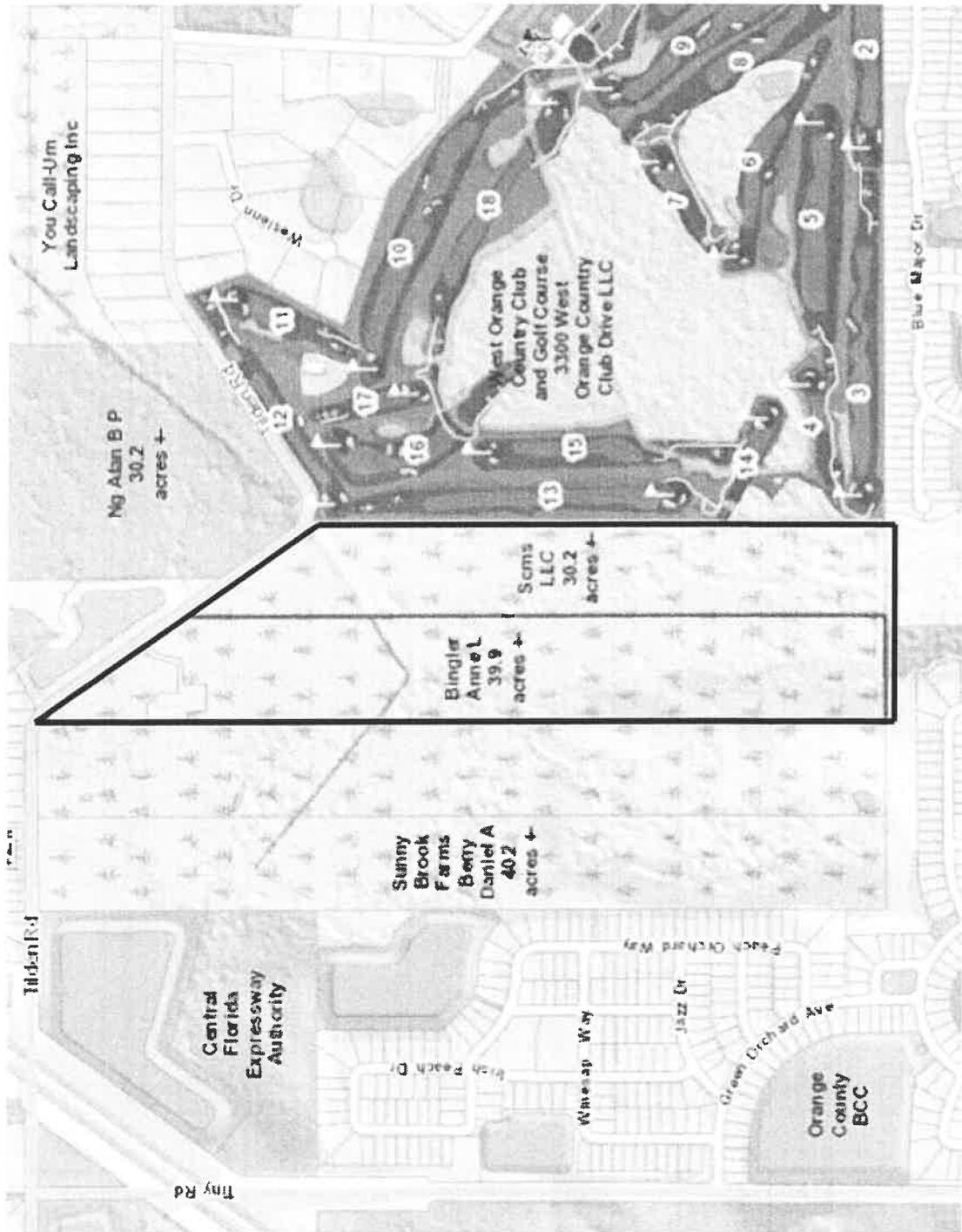


EXHIBIT B  
EXPANSION AREA

Expansion Area for the  
8<sup>th</sup> Amendment to the  
JPA between Orange County  
And Winter Garden



**EXHIBIT C**  
**EXPANSION AREA LEGAL DESCRIPTION OF PROPERTIES**

**Parcel 10-23-27-0000-00-037**

**West 3/8 of East 1/2 of Northwest 1/4 lying South of Tilden Road (less the West 50 Feet); and the West 3/8 of the Northeast 1/4 of the Southwest 1/4 (less the West 50 Feet) all in Section 10, Township 23 South, Range 27 East, Orange County, Florida, less road right-of-way.**

**Parcels 10-23-27-0000-00-001 and 10-23-27-0000-00-044**

**East 1/3 of the West 1/2 of the Northwest 1/4 lying South of Tilden Road, and the East 1/3 of the Northwest 1/4 of the Southwest 1/4; and the West 50 feet of the West 3/8 of the East 1/2 of the Northwest 1/4 lying South of Tilden Road; and the West 50 feet of the West 3/8 of the Northeast 1/4 of the Southwest 1/4 all in Section 10, Township 23 South, Range 27 East, Orange County, Florida.**

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

**From:** Steve Pash, Community Development Director

**Via:** Mike Bollhoefer, City Manager

**Date:** April 2, 2020                      **Meeting Date:** April 9, 2020

**Subject:** Final Plat  
**Garden West**  
707 West Plant Street (3.07 +/- Acres)

**Issue:** Applicant is requesting to record the Final Plat of 11 single-family lots in the Garden West subdivision.

**Discussion:**

The applicant is developing the property known as Garden West with 11 single-family lots. The plat is consistent with the subdivision's preliminary plat and the property's PUD zoning requirements (Ordinance 17-13).

**Recommended action:**

Staff recommends approval of the final plat.

**Attachments/References:**

Location Map  
Garden West Final Plat  
DRC Staff Report

# LOCATION MAP

## Garden West Subdivision



# CITY OF WINTER GARDEN

## DEVELOPMENT REVIEW COMMITTEE

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

### MEMORANDUM

**TO:** STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** March 27, 2020  
**SUBJECT:** REVIEW OF FINAL PLAT  
GARDEN WEST SUBDIVISION – 707 WEST PLANT STREET

Pursuant to your request, we have reviewed the revised final plat information received 2/28/20, and receipt of bonds on 3/13/20, for compliance with the City's subdivision requirements. Our review has been limited to the overall engineering issues and does not include review for compliance with F.S. Chapter 177 that is being performed by the City's Reviewing Surveyor and City Attorney. This was submitted in response to our PUD zoning comments of 5/5/17, final preliminary plat comments of 11/14/17, final construction plan comments of 7/09/18, last final plat review of 3/03/20, and DRC meeting of 1/08/20 where it was referred to staff review only.

### ENGINEERING COMMENTS

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

1. Final signed mylar, along with all other original executed documents, will be required prior to scheduling for the City Commission meeting, after Staff approval.
2. Planning Department shall review plat for compliance with the PUD, Preliminary Plat, and Development Agreement, including minimum buildable lot sizes, lighting, buffers, signage, landscape/hardscape, etc.
3. Lot numbering shall meet the requirements of Chapter 177 F.S. Lot numbers on final construction plan as-builts shall match the recorded plat lot numbering.
4. All recording information needs to be inserted where appropriate once available.
5. Transfer of all common areas, tracts, and rights-of-way to the HOA and the lift station to the City shall take place prior to, or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.
6. City Attorney shall review and approve the Dedication, HOA/CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc. Conveyance of Tract LS-1 is to be conveyed via fee simple warranty deed to the City as noted.
7. Performance Bond: The improvements are not completed (C of C not issued). A Performance bond or letter of credit in the amount of **120%** of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy** (if not already paid or installed); **street and regulatory signs, required landscaping, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Based on the Design Engineer's updated certification of **\$8,199.50** for the 2<sup>nd</sup> lift of asphalt, the performance bond amount shall be **\$9,839.40**, representing 120% of the total cost of the incomplete improvements. A Performance Bond (**#E387090**) has been submitted to the City in the amount of **\$9,839.40** representing 120% of the cost of the incomplete improvements (2<sup>nd</sup> lift of asphalt) is on file in

the City Clerk's office. The performance bond expires on **June 30, 2020** and shall be extended if all improvements have not been completed.

8. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20%** of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. Based on the Design Engineer's updated certification of **\$581,516.63**, the maintenance bond amount shall be **\$116,303.33**, representing 20% of the total cost of the improvements. A Maintenance Bond (**#E387111**) has been submitted to the City in the amount of **\$116,303.33** representing 20% of the cost of the improvements and is on file in the City Clerk's office. The two-year warranty period for this phase shall not be earlier than March 16, **2022**.
9. The Certificate of Completion has been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
10. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. Other than for model homes as specified in Code, no additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
11. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways (i.e. Plant Street), pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
12. Streetlighting must be installed and operating as a condition of issuing the Certificate of Completion. Other than for model homes as specified in Code, no building permits or certificates of occupancy will be granted on any house until all of the above have been completed and accepted by the City and the Certificate of Completion has been issued. Streetlighting shall be pursuant to City Code, including frontage on Oakland Avenue, meeting dark skies requirements (Code Section 118-1536(k)). Submit streetlighting plan from Duke Energy prior to preconstruction meeting.
13. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department (Applicant is current on payments).
14. Design Engineer has provided certification that he has reviewed the final plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans (30' minimum).
15. Additional comments will be generated at subsequent reviews.

#### **CITY ATTORNEY COMMENTS**

16. No further comments.

#### **CITY SURVEYOR COMMENTS**

17. No further comments.

Additional comments may be generated at subsequent reviews  
Please review this information and contact our office if you have any questions. Thank you.

**END OF MEMORANDUM**

**GARDEN WEST**  
 A PORTION OF THE NORTHWEST 1/4 OF THE  
 SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF  
 SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27  
 EAST, LOCATED IN THE CITY OF WINTER  
 GARDEN, ORANGE COUNTY, FLORIDA.

**Legal Description**

COMMENCEING at the North 1/4 corner of Section 22, Township 22 South, Range 27 East, Orange County, Florida, run East along the North line of said Section 22 for a distance of 833.74 feet to a point on the centerline of Brayton Road; thence run South 00°58'00" East along said centerline of Brayton Road for a distance of 760.92 feet; thence departing said centerline run North 79°37'12" East for a distance of 30.41 feet to a point on the Easterly right-of-way line of said Brayton Road and the Southerly right-of-way line of West Orange Trail and the POINT OF BEGINNING; thence continue North 79°37'12" East along the said Southerly right-of-way line for a distance of 465.13 feet; thence run South 00°58'08" East for a distance of 231.93 feet to a point on the Northerly right-of-way line of West Plant Street (State Road 438), said point being on a curve concave Southeasterly having a radius of 2395.35 feet with a chord bearing of South 63°07'46" West and a distance of 154.76 feet; thence run Southwesterly along said curve and right-of-way line through a central angle of 03°42'09" an arc length of 154.79 feet for a point of tangency; thence run South 60°56'30" West along said right-of-way line of West Plant Street (State Road 438) for a distance of 231.03 feet; thence continue South 60°56'30" West along said Northerly right-of-way line of West Plant Street (State Road 438) for a distance of 73.49 feet to a point on the aforesaid East right-of-way line of Brayton Road; thence run North 10°22'00" West along said East right-of-way line for a distance of 312.33 feet; thence run North 00°58'00" West along said East right-of-way line of Brayton Road for a distance of 58.72 feet to the aforesaid Southerly right-of-way line of West Orange Trail and the POINT OF BEGINNING. Containing 3.073 acres of land, more or less.

**NOTES:**

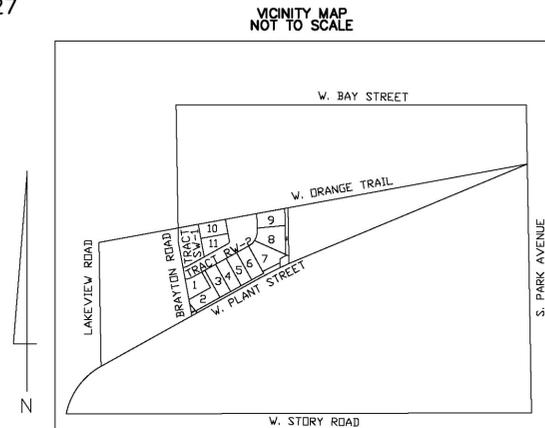
- (1) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- (2) DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- (3) BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING SOUTH 00°16'07" WEST, ASSUMED.
- (4) THE PROPERTY DESCRIBED IN THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GARDEN WEST, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND AS HERE AFTER AMENDED AS PROVIDED FOR IN SAID DECLARATION.
- (5) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- (6) ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS SHOWN AS NON-RADIAL (N.R.).
- (7) THE DRAINAGE EASEMENT PORTION OF THE 2.50' DRAINAGE AND UTILITY EASEMENTS (DUE) ALONG ALL SIDE PROPERTY LINES ARE PRIVATE AND ARE HEREBY DEDICATED TO THE GARDEN WEST HOMEOWNERS ASSOCIATION, INC. (ASSOCIATION). THE OWNERS FOR THEIR RESPECTIVE LOTS ENCOMBERED BY THE AFORESAID EASEMENTS SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENTS AREAS, AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENTS AREAS. THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN THE SOD AND THE GROUND COVER IN SUCH EASEMENT AREAS IN THE EVENT ANY OR ALL OF SUCH SOD AND GROUND COVER ARE NOT BEING PROPERLY MAINTAINED BY THE OWNERS OF THE RESPECTIVE LOTS.
- (8) THE UTILITY EASEMENT PORTION OF THE 2.50' DRAINAGE AND UTILITY EASEMENTS (DUE) ALONG ALL SIDE PROPERTY LINES ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND THE PUBLIC. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS.
- (9) A DRAINAGE & UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND THE PUBLIC OVER, UNDER AND THROUGH TRACT OS-1.
- (10) THE 10.00' DRAINAGE, UTILITY AND SIDEWALK EASEMENTS (DUSE) AND THE UTILITY EASEMENTS (UE) SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE CITY OF WINTER GARDEN AND THE PUBLIC.
- (11) TRACT SW-1, (STORMWATER), SHOWN HEREON, SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE ASSOCIATION AND WILL BE CONVEYED TO THE ASSOCIATION BY SEPARATE INSTRUMENT.
- (12) TRACTS OS-1 AND OS-2 (OPEN SPACE), SHOWN HEREON SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE ASSOCIATION AND WILL BE CONVEYED TO THE ASSOCIATION BY SEPARATE INSTRUMENT.
- (13) TRACTS B-1 AND B-2 (BUFFER AREA), SHOWN HEREON SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE ASSOCIATION AND WILL BE CONVEYED TO THE ASSOCIATION BY SEPARATE INSTRUMENT.
- (14) A DRAINAGE, UTILITY AND SIDEWALK EASEMENT (DUSE) IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND THE PUBLIC OVER, UNDER AND THROUGH TRACT B-1.
- (15) TRACT R-1, (PARK AREA), SHOWN HEREON SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE ASSOCIATION AND WILL BE CONVEYED TO THE ASSOCIATION BY SEPARATE INSTRUMENT.
- (16) TRACTS RW-1, (ADDITIONAL ROAD RIGHT-OF-WAY) AND RW-2 (GARDEN WEST TERRACE) SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE CITY OF WINTER GARDEN AND WILL BE CONVEYED TO THE CITY OF WINTER GARDEN BY SEPARATE INSTRUMENT.
- (17) TRACT LS-1, (LIFT STATION) SHALL BE PERPETUALLY OWNED AND MAINTAINED BY THE CITY OF WINTER GARDEN AND WILL BE CONVEYED TO THE CITY OF WINTER GARDEN BY SEPARATE INSTRUMENT.
- (18) THE CITY OF WINTER GARDEN'S RIGHTS IN THE UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE SUPERIOR TO ALL OTHERS AND NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY'S UTILITY IMPROVEMENTS WITHIN SUCH UTILITY EASEMENT AREAS.
- (19) THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES, SIDEWALK AND DRAINAGE IMPROVEMENTS THAT THE CITY ACCEPTS AND/OR INSTALLS WITHIN THE UTILITY EASEMENT, SIDEWALK EASEMENT AND DRAINAGE EASEMENT AREAS.
- (20) NO EASEMENT DEDICATED BY THIS PLAT, INCLUDING WITHOUT LIMITATION, TO THE CITY OF WINTER GARDEN, THE PUBLIC, OR ANY PROPERTY OWNERS ASSOCIATION, SHALL BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF WINTER GARDEN.
- (21) THE CITY OF WINTER GARDEN IS HEREBY GRANTED A NON-EXCLUSIVE DRAINAGE EASEMENT OVER, UNDER AND THROUGH TRACT SW-1 (STORMWATER) FOR THE BENEFIT OF PUBLIC RIGHTS-OF-WAY AND ACCEPTING RETAINING AND TREATING STORMWATER FROM PUBLIC RIGHT-OF-WAY. CITY OF WINTER GARDEN SHALL NOT HAVE ANY OBLIGATION FOR THE OPERATION MAINTENANCE AND REPAIR OF TRACT SW-1 OR ANY IMPROVEMENTS THEREON.

(22) THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDER DRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS SW-1, OS-1, OS-2, B-1, B-2 AND R-1 AND THE IMPROVEMENTS THEREON, IN THE EVENT ANY AND/OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN, IF SUCH COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDER DRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS SW-1, OS-1, OS-2, B-1, B-2 AND R-1 AND THE IMPROVEMENTS THEREON.

(23) THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ACCESS THE LOTS. THE GARDEN WEST HOMEOWNERS ASSOCIATION, INC. IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDER DRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS SW-1, OS-1, OS-2, B-1, B-2 AND R-1 AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION MUST BE A MEMBER OF THE HOMEOWNERS ASSOCIATION. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE HOMEOWNERS ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.

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

(25) VEHICULAR ACCESS LOCATIONS FROM LOT 1 AND 2 TO BRAYTON ROAD ARE CONTROLLED BY THE CITY OF WINTER GARDEN THROUGH THE CITY PERMITTING PROCESS.



IN WITNESS WHEREOF, THE UNDERSIGNED ELIZABETH A. ALONZO AS TRUSTEE OF THE SANTINO ALONZO BYPASS TRUST, BEING THE FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE FOREGOING GARDEN WEST PLAT, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED THEREUNTO DULY AUTHORIZED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

BY: ELIZABETH A. ALONZO AS TRUSTEE OF THE SANTINO ALONZO BYPASS TRUST.

TO BE SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS \_\_\_\_\_ BY \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SERIAL NUMBER: \_\_\_\_\_

**GARDEN WEST**

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT J&J BUILDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE FOREGOING GARDEN WEST PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED, INCLUDING AS SET FORTH IN THE PLAT NOTES. SAID LANDS ARE LYING IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

IN WITNESS WHEREOF, J & J BUILDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS

TO BE SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

WITNESS SIGNATURE \_\_\_\_\_  
 PRINTED NAME \_\_\_\_\_  
 J & J BUILDING, LLC A FLORIDA LIMITED LIABILITY COMPANY.  
 1020 GALSTON AVE  
 WINTER GARDEN, FL 34787  
 PHONE 407-614-8793

BY: \_\_\_\_\_  
 WITNESS SIGNATURE \_\_\_\_\_  
 PRINTED NAME \_\_\_\_\_  
 ITS: MANAGER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS BY JEREL M. MILLER, AS MANAGER OF J&J BUILDING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SERIAL NUMBER: \_\_\_\_\_

**CERTIFICATE OF SURVEYOR AND MAPPER**

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER, PURSUANT TO CH.472, DOES HEREBY CERTIFY THAT ON SEPTEMBER 05, 2018 THAT HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT PRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENT HAVE BEEN PLACED AND EACH P.C.P. WILL BE SET AS SHOWN THEREON AS REQUIRED BY FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN THE CITY OF WINTER GARDEN, FLORIDA. FURTHER THE UNDERSIGNED CERTIFIES THAT THE FOREGOING PLAT WAS PREPARED UNDER HIS OR HERS DIRECTION AND THAT THE PLAT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

JEFFREY J. HITT \_\_\_\_\_ DATE \_\_\_\_\_  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA REGISTRATION NO. PSM 4717  
 HITT LAND SURVEYORS, INC.  
 LICENCE OF BUSINESS NO. 7227

**CERTIFICATE OF REVIEW BY CITY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

CITY SURVEYOR \_\_\_\_\_ DATE: \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE CITY COMMISSION.**

THIS IS TO CERTIFY, THAT ON \_\_\_\_\_ 2020, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF WINTER GARDEN, FLORIDA.

MAYOR \_\_\_\_\_

ATTEST:  
 CITY CLERK \_\_\_\_\_

**CERTIFICATE OF CLERK**

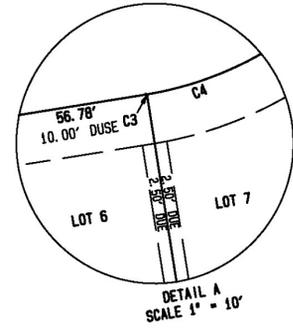
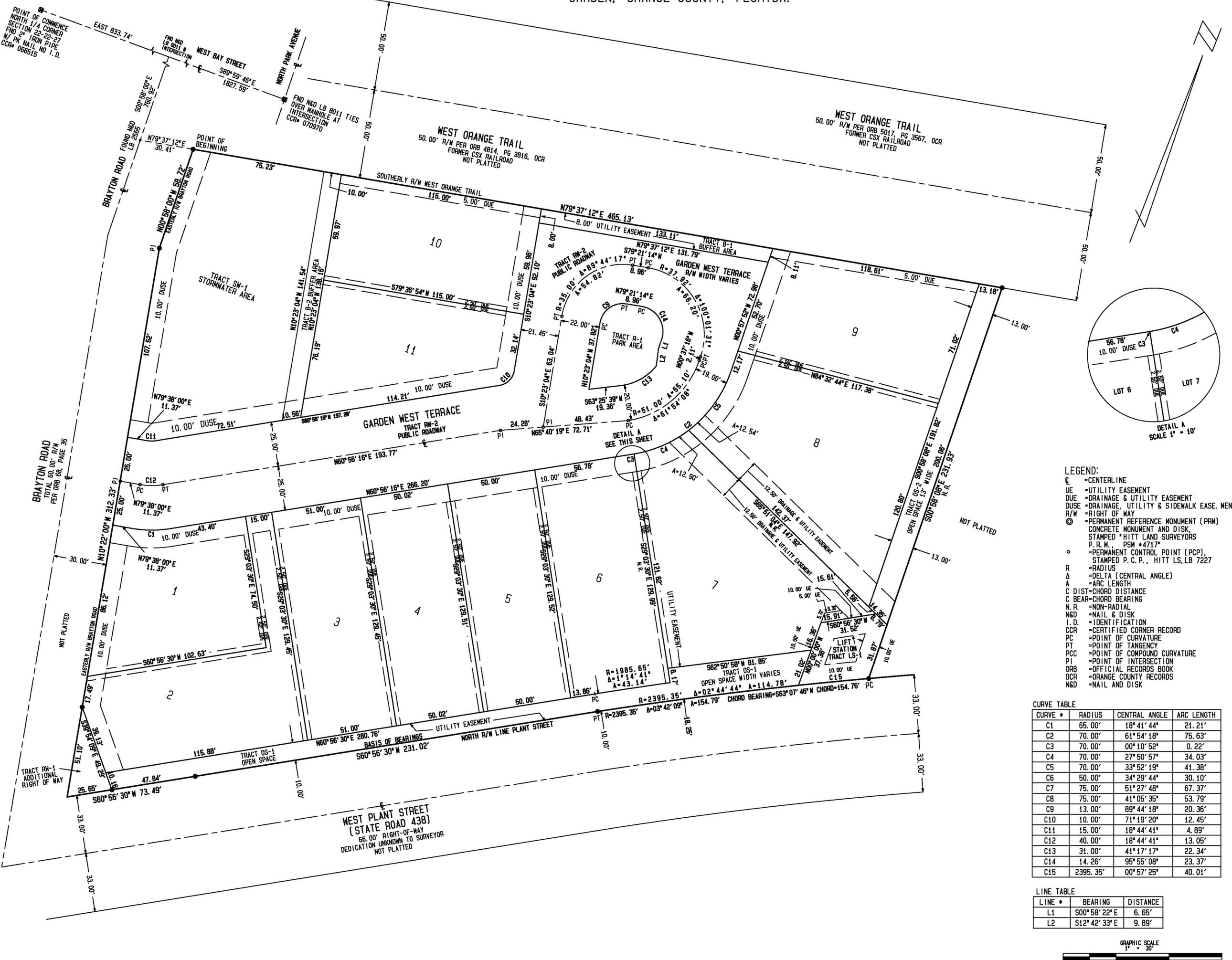
I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON \_\_\_\_\_ AS FILE NO. \_\_\_\_\_

COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA.

BY: \_\_\_\_\_

# GARDEN WEST

A PORTION OF THE NORTHWEST 1/4 OF THE  
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF  
SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27  
EAST, LOCATED IN THE CITY OF WINTER  
GARDEN, ORANGE COUNTY, FLORIDA.



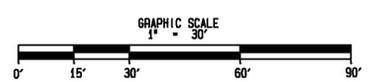
- LEGEND:**
- ⊕ = CENTERLINE
  - UE = UTILITY EASEMENT
  - DUE = DRAINAGE & UTILITY EASEMENT
  - DUSE = DRAINAGE, UTILITY & SIDEWALK EASE. MENT
  - R/W = RIGHT OF WAY
  - ⊙ = PERMANENT REFERENCE MONUMENT (PRM)  
CONCRETE MONUMENT AND DISK  
STAMPED "HITT LAND SURVEYORS  
P. R. M., PSM #4717"
  - = PERMANENT CONTROL POINT (PCP),  
STAMPED P.C.P., HITT L.S. LB 7227
  - R = RADIUS
  - Δ = DELTA (CENTRAL ANGLE)
  - A = ARC LENGTH
  - C DIST = CHORD DISTANCE
  - C BEAR = CHORD BEARING
  - N. R. = NON-RADIAL
  - N&D = NAIL & DISK
  - I. D. = IDENTIFICATION
  - CCR = CERTIFIED CORNER RECORD
  - PC = POINT OF CURVATURE
  - PT = POINT OF TANGENCY
  - PCC = POINT OF COMPOUND CURVATURE
  - PI = POINT OF INTERSECTION
  - ORB = OFFICIAL RECORDS BOOK
  - OCR = ORANGE COUNTY RECORDS
  - N&D = NAIL AND DISK

**CURVE TABLE**

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C1	65.00'	18° 41' 44"	21.21'
C2	70.00'	61° 54' 18"	75.63'
C3	70.00'	00° 10' 52"	0.22'
C4	70.00'	27° 50' 57"	34.03'
C5	70.00'	33° 52' 19"	41.38'
C6	50.00'	34° 29' 44"	30.10'
C7	75.00'	51° 27' 48"	67.37'
C8	75.00'	41° 05' 35"	53.79'
C9	13.00'	89° 44' 18"	20.36'
C10	10.00'	71° 19' 20"	12.45'
C11	15.00'	18° 44' 41"	4.89'
C12	40.00'	18° 44' 41"	13.05'
C13	31.00'	41° 17' 17"	22.34'
C14	14.26'	95° 55' 08"	23.37'
C15	2395.35'	00° 57' 25"	40.01'

**LINE TABLE**

LINE #	BEARING	DISTANCE
L1	S00° 58' 22" E	6.65'
L2	S12° 42' 33" E	9.89'



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

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

**From:** Jon Williams, Assistant City Manager – Public Services

**Via:** Mike Bollhoefer, City Manager

**Date:** April 2, 2020                      **Meeting Date:** April 9, 2020

**Subject:** Approve a change order with Engineered Sprayed Solutions, LLC for Sanitary Sewer Manhole and Stormwater Structure Lining Services.

**Issue:** On February 27, 2020, the City Commission authorized approval to issue a purchase order in the amount of \$650,000 with an initial work release for the rehabilitation of two fiberglass manholes on 9<sup>th</sup> Street at a cost of \$32,921.00/manhole. Additional work releases were to be contingent upon certification and acceptance of the work, which has occurred.

Staff is proceeding with the issuance of the second work release for the remaining balance of the initial purchase order and is requesting a change order to add an additional \$600,000 in funding. The additional funds will allow us to complete the rehabilitation of all the fiber glass manhole structures located on SR50 at a cost of \$24,521.53/manhole.

Staff is recommending to fund the change order by transferring money from the following projects which are included in the current operating budget: Westfield Reuse Retrofit (\$500,000) and Slip lining 8" Gravity Sewer (\$100,000).

**Recommended Action:**

Recommend approving a change order with Engineered Sprayed Solutions, LLC in the amount of \$600,000 for the rehabilitation of fiberglass manhole structures on SR50.

**Attachments/References:**

- Project Cost Summary

Project Cost

Original Amount Approved	650,000.00
Deduct 9th Street	(65,842.00)
<b>Balance</b>	<b>584,158.00</b>

Cost/Manhole	32,921.00
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**ESS**

Proposal	361,880.54
Contingency 5%	18,094.03
Total	379,974.57

Cost/Manhole	7,916.14
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**Monoform**

Proposal	724,599.00
Contingency 10%	72,459.90
Total	797,058.90

Cost/Manhole	16,605.39
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<b>Total ESS &amp; Monoform</b>	<b>1,177,033.47</b>
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Cost/Manhole (48)	24,521.53
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**THE CITY OF WINTER GARDEN**

**AGENDA ITEM**

**From:** Tanja Gerhartz, Economic Development Director

**Via:** Mike Bollhoefer, City Manager

**Date:** April 1, 2020                      **Meeting Date:** April 9, 2020

**Subject:** CDBG Rehab Debt Forgiveness -526 S. Boyd Street/Michelle Ford Gentry

**Discussion:**

The City of Winter Garden awarded a CDBG Housing Rehab grant to Michelle Ford Gentry in August of 2016 in the amount of \$53,460 with 0% interest, reducing 10% annually. Currently, there is \$37,422 remaining on the mortgage (deferred payment loan). No city funds were used for this grant, since it was a CDBG Housing Rehab Grant.

Ms. Gentry is in the process of refinancing her home, with no intention of selling it. In order to refinance, Ms. Gentry will need to address the City's mortgage in order to complete the refinance of her home.

Under Section 10 of the City of Winter Garden CDBG Housing Grant Promissory Note it addresses Forgiveness:

10. Forgiveness.

The CDBG Loan shall be a grant and all debt owed will be forgiven if the Borrower(s), passes away after the completion of the home. The City Commission reserves the right to waive the loan in cases of hardship."

The City Commission has the power in situations of hardship to either approve subordinating the loan or to forgive the loan by approving a satisfaction of mortgage.

Since Ms. Gentry has recently lost her job, there is a case of hardship.

**Recommendations:**

City staff recommends that the Commission approve and execute a satisfaction of mortgage allowing her to refinance her home.

**Attachments/References:**

Letter from Ms. Michelle Ford Gentry and Copy of Mortgage

**MORTGAGE**  
**(Deferred Payment Loan)**  
**(For the City of Winter Garden CDBG Housing Rehabilitation Program)**

THIS MORTGAGE ("Security Instrument") is made on 10 day of August, 2016. The grantor is Michelle Ford Gentry ("Borrower"). This Security Instrument is given to the City of Winter Garden, City Commission, a political subdivision of the State of Florida, and whose address is 300 West Plant Street, Winter Garden FL 34787 ("Lender"). Borrower owes Lender the principal sum of Fifty Three Thousand Four Hundred and Sixty & 00/100 Dollars (\$53,460.00) in CDBG Grant Assistance. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for deferred payments on the principal of the loan if the Borrower complies with the terms of the Note and this Security Instrument. The Note provides that the full debt of principal amount (subject to forgiveness of indebtedness at the rate of 10% per annum), if not paid earlier, shall be due and payable upon sale of the mortgaged property or if Borrower(s) ceases to reside in and occupy the mortgaged property as a principal residence within ten (10) years of the date of this mortgage. The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to the City of Winter Garden's Community Development Block Grant (CDBG) Program.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions and modifications of the Note; (b) the payment of all other sums as provided in this Mortgage, advanced under to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages to Lender and Lender's successors and assigns, the following described property located in the City of Winter Garden, Florida:

**LEGAL DESCRIPTION**

ELLMAN PARK J/43 LOTS 58 TO 61

Property Address: 526 South Boyd Street, Winter Garden, Florida 34787

Property Tax Parcel Identification Number: 23-22-27-2468-00-580

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unencumbered except for encumbrances of record acceptable to the Lender. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

DOC# 20160481579  
09/13/2016 11:47:45 AM Page 1 of 6  
Rec Fee: \$52.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$106.92  
Mortgage Stamp: \$187.25  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: FISHBACK LAW FIRM



COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal; Prepayment. Borrower shall promptly pay when due the principal of the debt evidenced by the Note, and other fees required and due under this Mortgage.

2. Application of Payments. All payments received by Lender under paragraph 1 shall be applied to any outstanding principal due.

3. Taxes; Charges; Liens. The Borrower shall perform all of the Borrower's obligations, including Borrower's covenant to make payments when due. Borrower shall pay all taxes, assessments, liens, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in amounts commensurate with the value of the Property for the duration of the Note. The insurance carrier providing the insurance shall be chosen by Borrower from carriers licensed in the State of Florida with an A.M. Best rating of A+ VII. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by the Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within One Hundred and Twenty Days after the execution of this Security Instrument and continue to so occupy the Property for ten (10) years or until sold. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Borrower's occupancy of the Property as a principal residence and (ii) Borrower's income.

The Borrower acknowledges that this "Loan" subjects the Property to certain use and occupancy restrictions limiting the Property's use to affordable housing for low or very low income households within the meaning of the City of Winter Garden Housing Assistance Plan. The violation of such restrictions shall entitle the Lender to the remedies provided in Section 18 hereof.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable costs and attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear no interest and shall be payable upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice five days prior to an inspection specifying reasonable cause for the inspection.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument must execute the Note.

9. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, postage prepaid. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender.

Any notice to Lender shall be given by receipted delivery or certified mail to Lender's address stated as follows:

City of Winter Garden  
c/o City Commission  
300 West Plant Street, Winter Garden, FL 34787

or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

10. Governing Law; Severability. This Security Instrument shall be governed by the law of the State of Florida. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

11. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent (including a transfer of all or any part of the Property to any person who does or does not use the Property for affordable housing in compliance with the City of Winter Garden Housing Assistance Program), Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

13. Change of Loan Servicer. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 11 above. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

14. No Assignment. Until the loan secured by this Mortgage has been satisfied in full, the Lender and the Borrower agree that the Note and the Security Instrument will not be assigned without the Lender's prior written consent.

15. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the temporary presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual

knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of Florida that relate to environmental protection.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure on the Property. If the default is not cured by the Borrower on or before the date specified in the notice, then Lender at its option may demand immediate payment in full of all sums secured by this Security Instrument and invoke any remedies permitted by Florida law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorney's fees, court costs and costs of title evidence.

17. Release. Upon payment of all sums secured and required by this Security Instrument, or the passage of ten (10) years from the date of this mortgage (the grant qualifying period for CDBG), Lender shall execute and record a satisfaction of this Security Instrument for the **CDBG Grant in the amount of \$53,460.00** without charge to Borrower; and Lender shall deliver the original Note to Borrower.

18. Program Strategy. This Security Instrument and associated Note are assisting in providing a housing unit under the City of Winter Garden Housing Assistance Program (CDBG).

\$ 53,460.00 CDBG Rehabilitation/Replacement

The housing assistance is in the amount of \$ 53,460.00 and shall bear no interest. The loan commences upon receipt of the CO and terminates on sale of the Property by Borrower or the 10 year residence has ended.

19. The Satisfaction of Mortgage shall be executed upon payment of the original loan principal amount as required by the corresponding City of Winter Garden Housing Assistance Plan.

For owner-occupied housing units sold within ten (10) years of the date of this mortgage by the Borrower receiving assistance under the program, repayment of the principal loan amount on the loan shall be required 1/10<sup>th</sup> of the total loan amount is forgiven each full year.

BY SIGNING BELOW, the Borrower accepts and agrees to Lender's terms and covenants contained in this Mortgage.

WITNESSES:

(1) Sign: Mel N. Fox  
Printed name: Melissa N Fox

BORROWER:

Michelle Ford Lentry  
Owners Signature

(2) Sign: \_\_\_\_\_

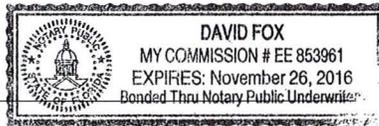
\_\_\_\_\_  
Owners Signature

Printed name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of August, 2016 by Michelle Ford Gears BORROWER, who are personally known to me or who has produced personally known (passport or driver's license) as identification.

NOTARY PUBLIC

By \_\_\_\_\_ 

Printed name:

Commission No.:

Commission Expiration:

Seal:

April 1, 2020

Mayor John Rees and  
Winter Garden City Commissioners  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787

Dear Honorable Mayor Rees and Winter Garden Commissioners,

I am reaching out to you at the suggestion of Tanja Gerhartz, who worked with me on the Community Block Development Grant I received nearly 4 years ago and for which I am most grateful! I know you have many more pressing matters to deal with these days, but I am hopeful you can help me, because I am stuck in a situation that I believe can be easily resolved!

For those who don't know me:

- I have been a Winter Garden resident for 25 years as of this April 15<sup>th</sup>, 2020.
- I bought my first home with my "Wasband", Jim Gentry on Boyd Street, in 1995, which is 95 years old this year.
- I was a Business Owner in Downtown WG and served on the Merchants Board and I initiated a WO Trail Safety program with Orange County Parks & Recreation.
- I am very involved in the Community with Rotary, Habitat for Humanity and a variety of other programs over the years.
- I have raised two children who are now 21 & 22 and also work here.

I have recently been approved for a refinance of my home in order to lower my rate and monthly mortgage payments. After Jim and I divorced 8 years ago, he quit claim deeded the house to me, although his name is still on the mortgage. And even though I am the one making the payments, the only way to change it to my name only, is to refinance, which I am FINALLY able to do. I found a great lender at the suggestion of Joanne Quarles, with Treasure Title, who has been helping me through this process.

Unfortunately, she found out on the title search last week that there is a "2<sup>nd</sup> Mortgage" with the City of Winter Garden, which is from the Community Block Development Grant I received.

It didn't even occur to me that it was on there since the conditions of the grant were that I had to live in the home for at least 10 years, and not sell it, or else I would have to pay it back. Well, I love Winter Garden and my home and I NEVER plan to leave it until I expire, so that wasn't a concern of mine – until now!

Of course, I am most appreciative to have been approved for the CBD Grant, as I was able to bring my home up to code and make it environmentally safe. I have also refurbished every room in the main house on my own over these past 3 ½ years. But at the moment, in the

Mother-in-Law apartment, I have a room with rotting wood and flooring that I am planning to repair with a small amount of cash I will get at closing.

I have already paid \$500.00 to have the appraisal done but in order to move forward, Joanne said that the CBDG mortgage would either need to be approved to be “subordinate to the new Lender and/or the City could satisfy and release the Mortgage on good Faith”.

I promise you I will do or sign anything I need to if you approve for me to move forward with this refinance! Especially now since, due to the Covid-19 crisis, I am on an indefinite furlough from my job at City Furniture. I have picked up some work on the side to keep the bills paid.

Please call me if you have any questions – 407 484-1688.

Thank you for your time and consideration. Stay safe and healthy!

Respectfully,

Michelle Ford Gentry