AGENDA
CITY COMMISSION
AND COMMUNITY REDEVELOPMENT AGENCY
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida
NOTE: THE MEETING DATE HAS CHANGED

REGULAR MEETING DECEMBER 6, 2016 6:30 p.m.

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

1. **APPROVAL OF MINUTES**
   Regular Meeting Minutes of November 10, 2016

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

3. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**
   A. **Ordinance 17-02**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.4 ± ACRES LOCATED AT 535 WEST PLANT STREET GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST PLANT STREET AND NORTH PARK AVENUE FROM CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT TO CITY C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for January 12, 2017** – Community Development Director Pash

4. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**
   A. **Ordinance 16-61**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE - Assistant City Manager of Administrative Services Gilbert

5. **REGULAR BUSINESS**

Dispense as the City Commission and convene as the Community Redevelopment Agency
   A. Appointment to the Community Redevelopment Advisory Board for expired term of Alan Haughey to a three-year term – Economic Development Director Gerhartz
   B. Appointment to the Community Redevelopment Agency for expiring term of agency member Cappleman to a four-year term – Economic Development Director Gerhartz

Adjourn as the Community Redevelopment Agency and reconvene as the City Commission

   C. Recommendation to approve special event requested by the Winter Garden Art Association on Friday, February 24, 2017 from 6 p.m. to 10 p.m. with consumption of alcohol within a restricted area – Community Development Director Pash
   D. Recommendation to approve a Right-of-Maintenance Agreement with Oakland Park Association, Inc. for Phase 4B - Community Development Director Pash
   E. Recommendation to approval Final Plat Phase 4B of Oakland Park subject to Development Review Committee conditions - Community Development Director Pash

F. Recommendation to approve Final Plat for Oxford Chase subject to Development Review Committee conditions - Community Development Director Pash
G. Recommendation to purchase a budgeted Vac-Con (sewer cleaning) truck from Southern Sewer Equipment and Nextran Mack under the Florida State Sheriffs contract for a total purchase price of $411,106.58 - Assistant City Manager Public Service Cochran
H. Recommendation to approve renewing a four-year Inter-local Voluntary Mutual Aid Agreement with multiple law enforcement agencies - Police Chief Brennan
I. Recommendation to accept proposal from Pegasus Engineering for the design and permitting of a roundabout at Windermere and Roberson Road for $173,563.76 – City Manager Bollhoefer
J. **Resolution 16-10:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE INDIVIDUALS QUALIFIED AND ELIGIBLE TO RUN AS CANDIDATES IN THE JANUARY 24, 2017 SPECIAL ELECTION TO FILL THE VACANCY ON THE CITY COMMISSION, DISTRICT 3, RESULTING FROM THE RESIGNATION OF COMMISSIONER ROBERT "BOBBY" OLSZEWSKI; PROVIDING DIRECTIONS TO THE CITY CLERK – City Clerk Golden
K. Appointment to the Election Canvassing Board to fill Rachel Saunders seat – City Clerk Golden
L. Recommendation to affirm reappointment of Trustee member Mark Griffith to the General Employees' Pension Board for a two-year term contingent upon the results of the Pension Trustee meeting the same date – City Clerk Golden

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

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

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

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to the Regular Meeting on Thursday, January 12, 2017 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:
In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

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

CITY OF WINTER GARDEN

CITY COMMISSION
REGULAR MEETING MINUTES
November 10, 2016

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

Present: Mayor John Rees, Commissioners Bob Buchanan, Kent Makin, Robert Olszewski
Absent: Commissioner Colin Sharman
Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, Assistant City Clerk Angee Grimmage, Assistant City Manager of Administrative Services Frank Gilbert, Community Development Director Steve Pash, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Information Technology Director Chad Morrill, and Police Chief George Brennan

1. **APPROVAL OF MINUTES**
   Motion by Commissioner Makin to approve the regular meeting minutes of October 27, 2016 as submitted. Seconded by Commissioner Buchanan and carried unanimously 4-0.

2. **OATH OF OFFICE AND INTRODUCTION OF NEW POLICE OFFICERS**
   Police Chief Brennan introduced and administered the oath of office to Officers Adam Cherry, Sherry Cook, Gabriel Fragoso, Kevin Scheuermann, Joseph Thompson, Sabatiello Yovino, and Briana Yukniewicz. Mayor Rees and the City Commission welcomed the new officers.

3. **PRESENTATIONS**
   - City of Winter Garden Firefighter Ken Moisan, also a member of the Florida International Guard, recognized Fire Chief Matt McGrew as a true patriot who supported him during his six month deployment to Kuwait for Operation Freedom Sentinel and Operation Freedom Resolve. Mr. Moisan shared some of Chief McGrew's support efforts which helped him feel included in what was happening back here at home. He presented Chief McGrew with the Office of the Secretary of Defense Employer Support of the Guard and Reserve Patriot Employer Award.
   - Firefighter Ken Moisan also presented a Certificate of Appreciation to the Mayor and City of Winter Garden staff for their support during the transition pre-deployment, during deployment and reintegration after deployment. He asked that they accept this certificate on behalf of a grateful nation and the United States Air Force.

     Commissioner Olszewski and Mayor Rees thanked Firefighter Ken Moisan for his service to our country.

DRAFT

A. **Proclamation 16-18** Celebrating 25 years of Community Revitalization was read and presented by Mayor Rees and the City Commission. Many of the contributors to this revitalization effort from over the many years took part in accepting this Proclamation and posed for memorable photos.

Larry Cappleman gave a brief history of some of the Officers and Directors of Main Street USA and recognized their great vision. He thanked all of those that helped begin this journey.

Mayor Rees expressed that the City is indebted to this group who started this back in 1991.

B. **Proclamation 16-19** Declaring National Hunger and Homelessness Awareness Week November 12 - 20, 2016 was presented by Mayor Rees and the City Commission. A representative from New Beginnings thanked the City Commission and gave a brief overview of their program.

4. **FIRST READING OF PROPOSED ORDINANCE**

A. **Ordinance 16-61**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-190, CONTRIBUTIONS; AMENDING SECTION 54-191, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 54-214, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-215, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-61 by title only. Assistant City Manager of Administrative Services Gilbert stated that Ordinance 16-61 implements Internal Revenue Code changes to the City's pension ordinances as required by law. It also takes care of certain changes in the pension for the collective bargaining agreement with the Florida Stated Lodge, Fraternal Order of Police. Staff recommends approval of this ordinance.

Mayor Rees inquired about the premium tax funds to be released and the 50 percent allocated to unfunded liability. Mr. Gilbert responded that he would get an answer for him.

Mayor Rees addressed the second hearing date for this item because on December 8th, the Commission would be short of members. He suggested the date be changed and the City Commission discussed their options.

It was the **consensus** of the City Commission to change the regular December meeting date and time to Tuesday, December 6th, at 8:00 a.m.

DRAFT

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

Motion by Commissioner Buchanan to approve Ordinance 16-61 with the second reading and public hearing being scheduled for Tuesday, December 6, 2016 at 8:00 a.m. Seconded by Commissioner Makin and carried unanimously 4-0.

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

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

City Attorney Ardaman read Ordinance 16-60 by title only. Assistant City Manager of Administrative Services Gilbert stated that this is the second reading of Ordinance 16-60 which in accordance with the Internal Revenue Code makes changes and in accordance with the Collective Bargaining Agreement with the International Association of Firefighters. Staff recommends approval.

Mayor Rees confirmed that staff is comfortable with the retirement benefits, dates, and the City's ability to fund this liability going forward as more people get on the retirement docket. Mr. Gilbert responded yes; it was reviewed by the actuarial. Mayor Rees inquired as to whether the interest rate they used was not an absorbent one. Mr. Gilbert responded, not that we are aware but he would check this also.

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

Motion by Commissioner Buchanan to adopt Ordinance 16-60. Seconded by Commissioner Olszewski and carried unanimously 4-0.

DRAFT

Annexation and Development Agreement (*Interlocal*) relating to Ordinances 16-68, 16-69 and 16-70

City Attorney Ardaman advised that the City Commission to first hear the Annexation and Development Agreement with respect to Ordinances 16-68, 16-69, and 16-70. He explained that it is a proposed interlocal agreement between the City of Winter Garden and Orange County Public Schools (OCPS). If the City Commission is in favor and approves the agreement, they should then move forward with hearing the annexation, future land use, and rezoning for the property. Mayor Rees responded that the City Commission would hear these items individually.

City Attorney Ardaman noted that an Annexation and Development Agreement had been distributed with one change stemming from conversations he had with the general counsel for OCPS regarding traffic issues on Pennsylvania Avenue. He explained that the agreement deals with three pieces of property which are the proposed site, the existing Maxey Elementary site, and the Westside Vo-Tech site. Concerns had been raised regarding the potential use of either the Vo-Tech site or the existing Maxey site for a bus transportation hub where a large number of vehicles could be stored on site. This could cause traffic problems along several roads as well as road damage and road improvement issues. This agreement provides for certain access restriction should this be a future consideration for OCPS. He described travel restrictions, which is thought will minimize traffic congestion, access problems, damage and conflicts. He noted that OCPS staff is in favor of this and brought it before the OCPS board members who approved it last week.

Mr. Ardaman noted one change on page 2, section 2(a)i which states that during the restricted hours from 7:00 a.m. to 10:00 a.m. and 4:00 p.m. to 7:00 p.m., Monday through Friday, buses would not travel east of Maxey. He stressed that this is only if those sites are to be used as a bus depot or motor vehicle storage site and this would route the traffic south, through the Vo-Tech site, east on Story Road and down through Carter Road. This would minimize the impact on local roadways.

Mr. Ardaman stressed that should the City Commission wish to approve this agreement it would go along with the three ordinances in an all or none situation.

Commissioner Olszewski noted that this is all encompassing District 3. He attended a community meeting held by Orange County Public Schools' Christine Moore. The predominant issue was the lack of community involvement. He asked if there was any community involvement from the City of Winter Garden with the constituency when discussing this traffic matter if indeed the OCPS does have a bus depot. Mr. Ardaman responded that under this agreement the City of Winter Garden does not agree to consent to use either of Westside Vo-Tech or the existing Maxey site as a bus depot transportation center. The City reserves the right expressly in this agreement to object to this, if pursued. Those properties are in Unincorporated Orange County.

Commissioner Olszewski inquired about the property not being in the City's jurisdiction, can OCPS do it whether the City of Winter Garden wants them to or not. Mr. Ardaman responded that the City has the right to object and participate in the process as we are affected and are

DRAFT

potentially an adversely affected party. There is nothing to stop the City as an entity, organization, or local government from participating in that approval process by Orange County.

Commissioner Olszewski expressed that with respect to residents and community first, he wanted his constituents in District 3 to have a voice which he feels has not been the case, based on what he heard at the OCPS meeting. He reiterated that he wants them to have a voice in the process especially if we will be restricting roads through their neighborhood.

Mr. Ardaman advised that City staff will be heard on the issue then OCPS staff may also want to have one of their representatives address questions raised, and then open it for public comment.

City Manager Bollhoefer stated that the City does not agree that this is a good site for a bus depot and would fight this with the County. However, with the restrictions set in the agreement, the City has negotiated everything it can to benefit those communities. He noted that OCPS has not made any decision to put a bus depot there but if they were to try and put one there, the City would have an opportunity at that time to challenge it.

Commissioner Makin expressed that he believes the annexation site selected for the future Maxey Elementary School is a great site. He asked when is the projected ground breaking and the building date should they decide to do so.

Tyrone Smith, Senior Administrator in the Department of Facilities Planning for Orange County Public Schools stated that they intend to begin construction in June so this is an immediate need to annex. They will try and get the school built within a year with an opening in 2018.

Commissioner Olszewski expressed that a new Maxey Elementary would be outstanding and a wonderful asset to our community. Having the increased bus depot traffic is his sole concern as it was never brought up in the OCPS meeting and he wants the community to have input. Mr. Tyrone Smith replied that this is not a decision that has already been made by OCPS as of yet. There is an internal process by OCPS to determine what could and should be done with those properties. He spoke of stakeholders required input in order to proceed. This is still in a fact finding position as to what should be done with Maxey once the new Maxey is built.

There was discussion that this is a precautionary agreement.

Commissioner Buchanan noted that he has two concerns; and this seems like an aggressive procedure to move this school and voiced concerns that he has not seen anything regarding the redevelopment of that intersection. He raised questions such as, how they would get the children to the new school, who bares responsibly for building the sidewalks, what are the costs involved, and what issues will arise concerning the routes for cars around the school.

Tyrone Smith addressed some concerns by stating that the site plan is part of a courtesy review and OCPS has been speaking with the City's planning staff. He expressed that Maxey is not a heavy trafficked school as a lot of the students walk to the school; very few are bussed. In the future, those that live within two miles are responsible for getting there. Children that live over two miles from the school will be bussed by OCPS. He noted that regarding the sidewalk issue,

DRAFT

OCPS works and coordinates with the City of Winter Garden and Orange County to the most practical extent possible on resolving those issues.

There was discussion on the capacity of the school being 650 children. Mayor Rees asked if the City could put in a stipulation of no portables and there was vast discussion on this issue.

Commissioner Makin inquired of the stakeholders involved. Mr. Smith responded that they include teaching and curriculum, transportation, safety and security, and OCPS Operations Division. Commissioner Makin asked if all the stakeholders have input on developing the school. Mr. Smith clarified Commissioner Makin meant the old site and responded yes, each stakeholder will have input on what needs may arise out of each division and gave some examples.

City Manager Bollhoefer shared that it has been known for several years that OCPS has had a need in West Orange County for a major bus center. From a city staff level, we have always been very concerned that we may be stuck with a bus center and no one wants that in the community. He explained that this agreement was staff's idea to say that we do not want the bus center if ever proposed. In the worst case scenario, if it should go through, at least you have this agreement to limit some of the buses. Mr. Bollhoefer displayed a map and described some issues and requirements for accommodating pedestrians in that around the area.

Mr. Smith shared there will be changes to the Maxey zone eventually, the demographics will change slightly. Those inside two mile will walk and those outside will be bussed.

Commissioner Olszewski shared his support for a new school but his only concern was that the residents were not involved in the process. He knows there will be another community meeting getting more community input. With this agreement, he confirmed with the City Manager, this will happen.

City Manager Bollhoefer noted that there are State laws that many local communities do not agree with but are given a courtesy review in which you have limited ability. City Attorney Ardaman stated that the OCPS has rights that allow them to move forward without the City's regulations applying to building.

There was discussion that there will be portables and Mr. Smith explained that the Head Start Program has to be separated from the other students by law. Mayor Rees emphasized that knowing portables are going in should be reason enough to build a permanent building. Mr. Smith explained the OCPS position.

Mayor Rees opened the public hearing for the Annexation and Development Agreement. Hearing and seeing none, he closed the public hearing.

Commissioner Olszewski confirmed that City staff does recommend approval of this agreement. City Attorney Ardaman responded yes.

DRAFT

Motion by Commissioner Olszewski to approve the Annexation and Development Agreement as submitted. Seconded by Commissioner Buchanan and carried unanimously 4-0.

B. **Ordinance 16-68**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-68 by title only and noted a changed that was distributed for the City Commission's review. He stated he has discussed this with the OCPS general counsel and the property owners who were all in agreement with the change. "Under Section 7 Effective Date: This ordinance shall become effective upon the School Board of Orange County, Florida, taking title to the property provided such occurs on or before January 9, 2017, failing which this shall be null and void."

Community Development Director Pash stated that this is a voluntary annexation of the 8.82 acre property at the southwest corner of East Story Road and Ninth Street. Staff recommends approval of Ordinance 16-68.

Mayor Rees opened the public hearing.

Paul Brooks, 1030 Horizon Street, Winter Garden, Florida, voiced concerns that the community is upset. He addressed the building of a school at Ninth Street and the current school having been there for 50 plus years. He addressed children being required to walk to the new school and wishes for the school to remain where it is currently. He spoke to the 2009 efforts to save the historically black school and reiterated that he feels there is no need for a new school.

Mayor Rees noted that Mr. Brooks' issues of concern would need to be addressed by the OCPS Board as the City of Winter Garden has no jurisdiction in the matter of the schools.

Harold Bouler, 363 Regal Downs Circle, Winter Garden, Florida, stated that he was present at the meeting that OCPS Board brought before the community. The main concern of the people was the lack of inclusion in any of the planning for a new school. He agreed that Mr. Brooks' concerns needed to be addressed by the school board. He noted the previous fight to keep Maxey from being closed and there was no mention of moving the school at that time. He stated that he does not speak for his entire community but feels that the community needs a new school. Additionally, he addressed the need for community involvement in the planning and noted that portables are inevitable but with planning ahead it does not have to be business as usual.

DRAFT

Patricia Angry, 1025 Maxey Drive, Winter Garden, Florida, stated that the head start programs have to be separated from the others and there was discussion that instead of portables, OCPS should build another permanent building. Commissioner Makin commented that the cost of sticks and bricks during construction is pennies on the dollar.

Mayor Rees closed the public hearing.

Tyrone Smith addressed some of the issues of concern raised and noted that it is a State Statute that anyone living within two miles of the school provide their own transportation. There was discussion on courtesy riders which is a costly solution. He noted that there are planning issues and the community meeting is the first test; where a 30 percent schematic design is brought so that they can come to the meeting with something. He addressed the head start program and noted that it is a year to year contracted program chosen by the County and this is why they do not construct a permanent structure. Commissioner Makin asked if in these cases after one year they would pull out the portables. There was additional discussion on community growth, the number of attendees at the first community meeting, and new student projections.

Motion by Commissioner Olszewski to adopt Ordinance 16-68. Seconded by Commissioner Makin and carried unanimously 4-0.

C. **Ordinance 16-69**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 8.82 ± ACRES LOCATED AT 602 EAST STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-69 by title only. Community Development Director Pash stated that this is the comprehensive plan amendment for the 8.82 acre property and staff recommends approval to establish the low-density residential land use.

Mr. Ardaman noted a change that was distributed and agreed to by OCPS. He read the excerpt from Section II and noted the effective date of this ordinance.

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

Motion by Commissioner Makin to adopt 16-69. Seconded by Commissioner Olszewski and carried unanimously 4-0.

D. **Ordinance 16-70**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 8.82 ± ACRES LOCATED AT 602 EAST

DRAFT

STORY ROAD AT THE SOUTHWEST CORNER OF EAST STORY ROAD AND 9th STREET FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-70 by title only. Community Development Director Pash stated that this is the Ordinance to establish the R-2 zoning on the property. Staff recommends approval.

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

Motion by Commissioner Makin to adopt Ordinance 16-70. Seconded by Commissioner Olszewski and carried unanimously 4-0.

6. **REGULAR BUSINESS**

A. **Resolution 16-09:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA SUPPORTS THE FLORIDA ALLIANCE OF BOYS AND GIRLS CLUBS IN ITS REQUEST TO THE FLORIDA LEGISLATURE FOR APPROPRIATIONS TO PROVIDE TO BENEFIT THE BOYS AND GIRLS CLUBS AND THEIR AFTER-SCHOOL PROGRAMS; PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Resolution 16-09 by title only. Community Relations Manager Vaughn stated that this resolution does not personally connect the City with a request to go to the legislature for appropriations but shows the support the City has for the Boys and Girls Club.

Motion by Commissioner Olszewski to approve Resolution 16-09. Seconded by Commissioner Buchanan and carried unanimously 4-0.

B. **Recommendation to approve collective bargaining agreement with the Florida State Lodge, Fraternal Order of Police, Inc. from November 21, 2016 to September 30, 2019**

Assistant City Manager of Administrative Services Gilbert stated that before the Commission is the collective bargaining agreement reached with the Florida State Lodge, Fraternal Order of Police, Inc. He stated that agreements have been reached on all of the articles and shared that the last page shows the discussion held on some of those agreement articles. The only real cost of this contract at this time is approximately $7,200 and that is because of the change in how the City is paying the field training officers. Staff recommends approval of the collective bargaining agreement with the Florida State Lodge, Fraternal Order of Police, Inc.

Mayor Rees questioned why the method of arbitration was chosen. Mr. Gilbert stated that this is an exact copy of the same agreement made with the fireman and staff wanted to

DRAFT

keep them equal. He explained that the way it is being done gives each party an opportunity to place more members on the board to listen to the complaint.

Motion by Commissioner Olszewski to approve the collective bargaining agreement with the Florida State Lodge, Fraternal Order of Police, Inc. from November 21, 2016 to September 30, 2019 as submitted. Seconded by Commissioner Makin and carried unanimously 4-0.

C. **Appointment to the Planning and Zoning Board for seat vacated because of term limits held by Mark Maciel (District 3)**

Community Development Director Pash stated that there was one (3-year term) opening on the Planning and Zoning Board due to term limits. The position was previously held by Mark Maciel in District 3.

Motion by Commissioner Olszewski to appoint Rachel Saunders to the Planning and Zoning Board. Seconded by Commissioner Makin and carried unanimously 4-0.

7. **MATTERS FROM PUBLIC**

Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida, stated that he requested information last week and although the City Manager has been helpful in providing some of the information in the past two weeks he still has three outstanding questions. City Manager Bollhoefer replied that he still has to get those items to him but has not had a chance to research them.

Mr. Richardson addressed the resolution that introduced invocations back to City of Winter Garden. He read Section I (5) regarding the selection of invocation speakers and invitation by City Commission on a rotating basis. He noted the removal of some names from the list and stated that it appears to him to be a violation of the ordinance and sought and explanation and asked that the City Manager, Commissioners, and the Mayor would agree to abide by this rule and only pick people who are on the list that they are presented with prior to a meeting. He stated that if this is not an option the selection process should be removed out of the hands of the City Commission and put it on a strictly rotating basis. He asked that someone address whether or not this is an issue in complying with the ordinance.

Susan "Lily" Hollister, 311 S. Main Street, Winter Garden, Florida, stated that she wishes to address recycling issues and wanted to see if it can be mandated that all commercial and residential must recycle. She noted that there are obstacles and wished to start addressing this issue. She noted that as the City grows this needs to be part of the infrastructure as the landfills are filling up. She noted that she was motivated by the visionaries that made Winter Garden happen and wants to make the City is sustainable with all that wonderful progress.

There was discussion on the enforceability of recycling and the real issue is the commercial and/or businesses cost. Ms. Hollister asked if there is anything she and the citizens can do to help in this effort. City Manager Bollhoefer expressed that he would be glad to meet with her and noted that they could meet before the meeting with the downtown merchants who will meet on Monday night.

DRAFT

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

9. **MATTERS FROM CITY MANAGER**
City Manager Bollhoefer announced the ribbon cutting for the parking garage will be held Saturday at 10:00 a.m. and also a presentation of an award for the Best Farmer's Market in the country.

10. **MATTERS FROM MAYOR AND COMMISSIONERS**
Commissioner Olszewski expressed that this has been a fun ride and a privilege to serve everyone. He stated that he has worked hard in his service to the community and hopes that he has made everyone's lives better. He spoke of the pleasure of working with Winter Garden staff and noted that there were challenges and rewards in serving as City Commissioner, and thanked City Manager Bollhoefer, Mayor Rees and his wife. He again thanked everyone.

Mayor Rees stated that it has been a pleasure to work with Commissioner Olszewski and his slogan was right in that he cared about his community, the people, and the City of Winter Garden and we are blessed to have had him serve in making it a better place for all of us.

The meeting adjourned at 8:30 p.m.

APPROVED:

_____
Mayor John Rees

ATTEST:

_____
City Clerk Kathy Golden, CMC

DRAFT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 29, 2016 **Meeting Date:** December 6, 2016

Subject: 535 W. Plant Street
Toole-Asma, LLC
Ordinance 17-02
PARCEL ID # 22-22-27-0000-00-074

Issue: The applicant is requesting a Zoning change for property located at 535 West Plant Street.

Discussion:

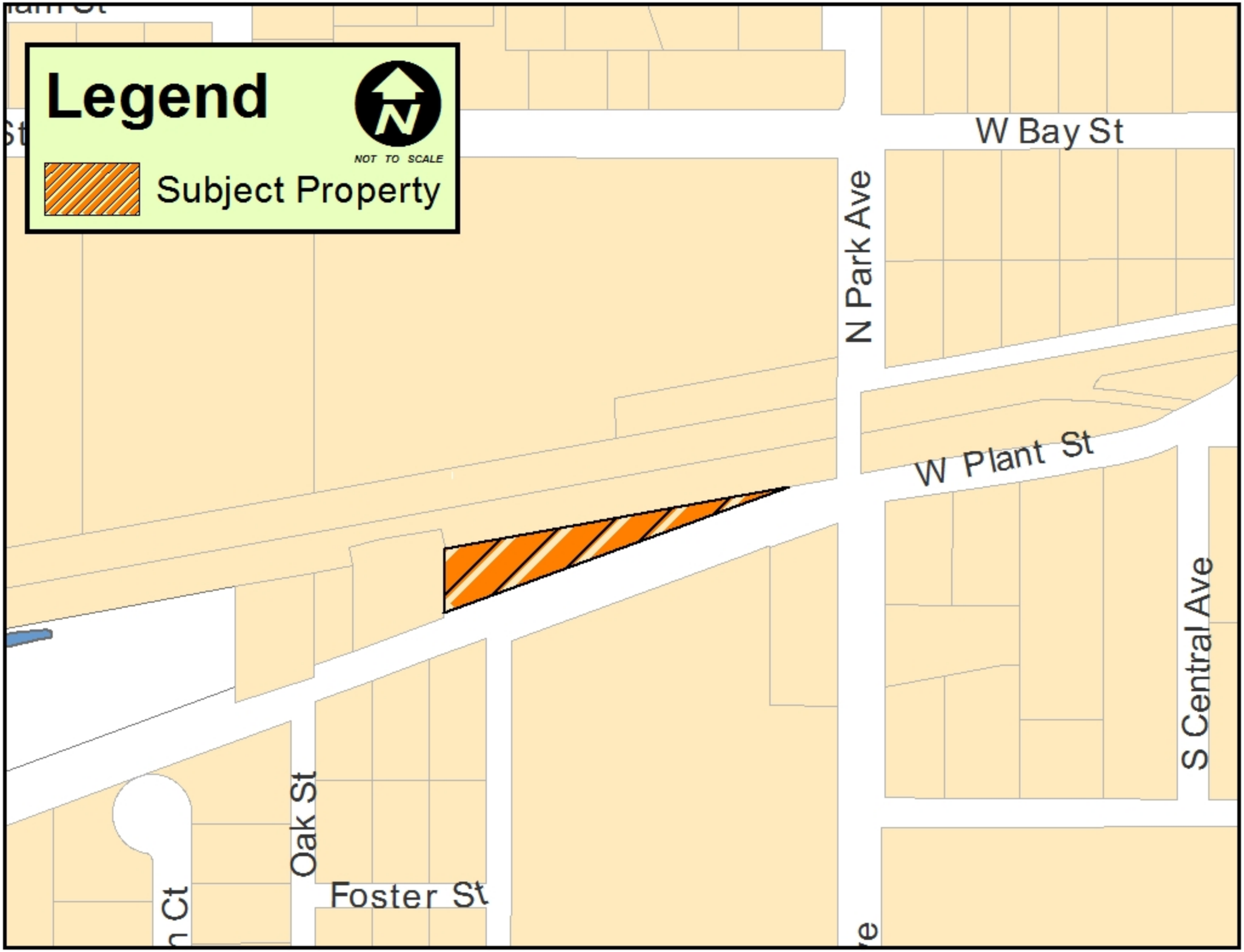
The subject property consists of a 0.40 ± acre lot located at 535 West Plant Street. The property is currently located within the City of Winter Garden jurisdictional limits, is zoned R-NC Residential Neighborhood Commercial District, and has a Future Land Use Designation of C Commercial. The applicant is requesting to rezone the property to C-1 Central Commercial District (see attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 17-02 with the second reading and adoption scheduled for January 12, 2017.

Attachment(s)/References:

Location Map
Ordinance 17-02
Staff Report


Legend
NOT TO SCALE
Subject Property
W Bay St
N Park Ave
W Plant St
S Central Ave
Oak St
Foster St

ORDINANCE 17-02

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.4 ± ACRES LOCATED AT 535 WEST PLANT STREET GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST PLANT STREET AND NORTH PARK AVENUE FROM CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT TO CITY C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.4 ± acres located at 535 West Plant Street generally located at the northwest corner of West Plant Street and North Park Avenue, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from R-NC Residential Neighborhood Commercial to C-1 Central Commercial District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____ , 2017.

SECOND READING AND PUBLIC HEARING: _____ , 2017.

ADOPTED this _____ day of _____, 2017, by the City Commission of the City of

Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 22-22-27-0000-00-074

DESCRIPTION:

That part of the East 531.6 Feet (as measured along the South right-of-way line of the Tavares and Gulf Railroad) of the Northeast Quarter of the Northeast Quarter of Section 22, Township 22 South, Range 27 East, lying between the South right-of-way line of the Tavares and Gulf Railroad and the North right-of-way line of the Oakland-Winter Garden Highway (LESS: the East 30 feet thereof for road). The above parcel being more particularly or properly described as follows: From the Point of Intersection of the South right-of-way line of the Tavares and Gulf Railroad and the east boundary of the Northeast Quarter of Section 22, Township 22 South, Range 27 East, run thence South 78° 34' 29" West 531.6 feet along the said South right-of-way line for the point of Beginning; thence south 81.35 feet to a point o n the North right-of-way line of the Oakland-Winter Garden Road; thence North 68° 39' 29" East 463.01 feet along the said North right-of-way line to a point on the aforesaid South right-of-way line of the Tavares and Gulf Railroad; thence South 78° 34' 29" West 439.98 feet to the Point of Beginning. Lying and being in Orange County, Florida.

Containing 0.4 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

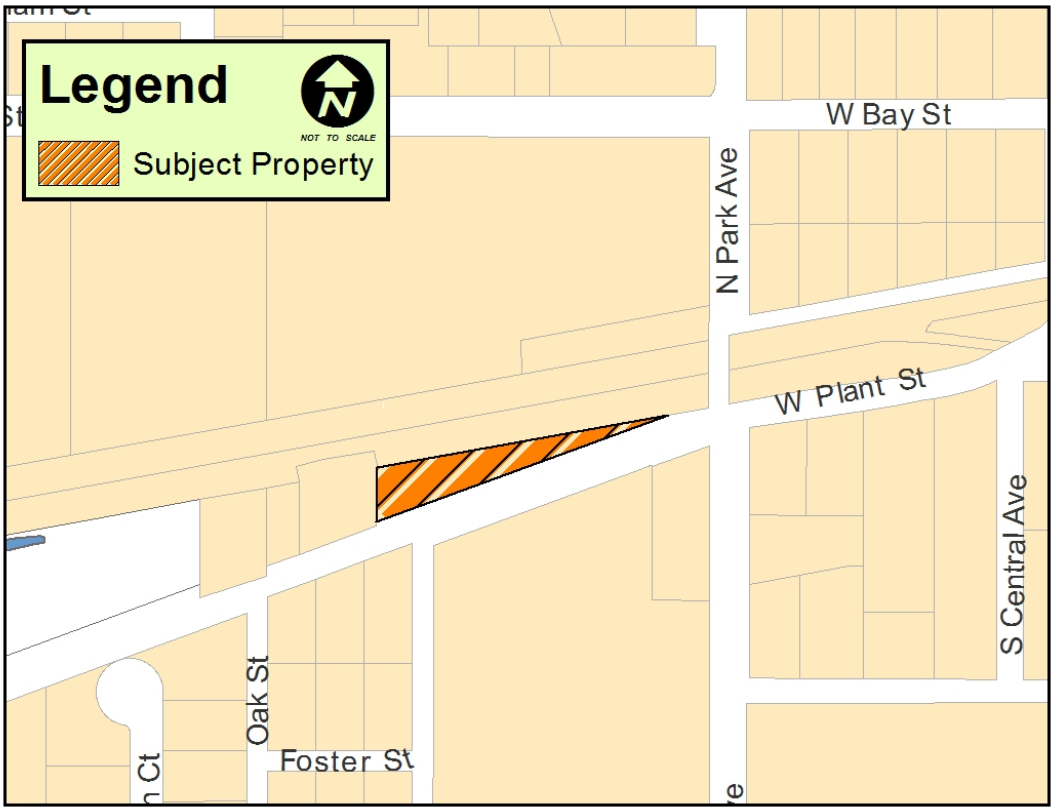
TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: November 30, 2016
SUBJECT: REZONING
535 W. Plant Street (TOOLE-ASMA, LLC)
PARCEL ID # 22-22-27-0000-00-074

APPLICANT: Toole-Asma, LLC

INTRODUCTION

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

The subject property, located at 535 West Plant Street, is approximately 0.4 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone the 0.4 ± acre property which is located within the City of Winter Garden and carries a Future Land Use Designation of C (Commercial) on the Future Land Use Map of the City's Comprehensive Plan from R-NC (Residential Neighborhood Commercial District) to C-1 (Central Commercial District).

EXISTING USE

The subject property contains a 4,676 square foot building built in 1982, which is occupied with several offices.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are developed with an apartment complex, zoned R-2, and located in the City of Winter Garden. The property located to the east of the subject property is vacant land owned by the City of Winter Garden and is used partially for the West Orange Trail. The property to the west of the subject property has an 4,260 square foot building, is zoned C-1, and is in the City of Winter Garden. The properties to the south of the subject property are developed with single-family homes, zoned R-2, and located in the City of Winter Garden.

PROPOSED USE

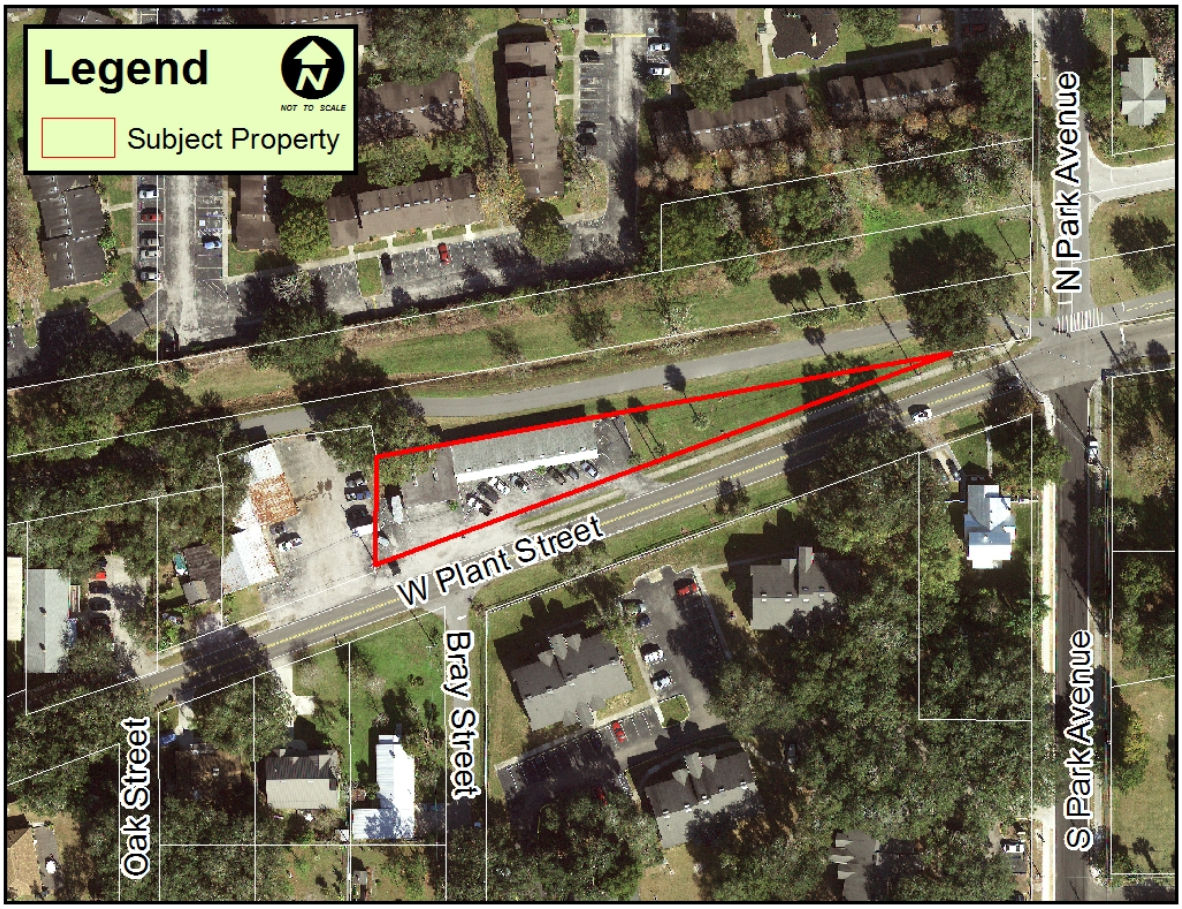
The owner is planning to keep the existing uses for now and continue renting out office space.

SUMMARY

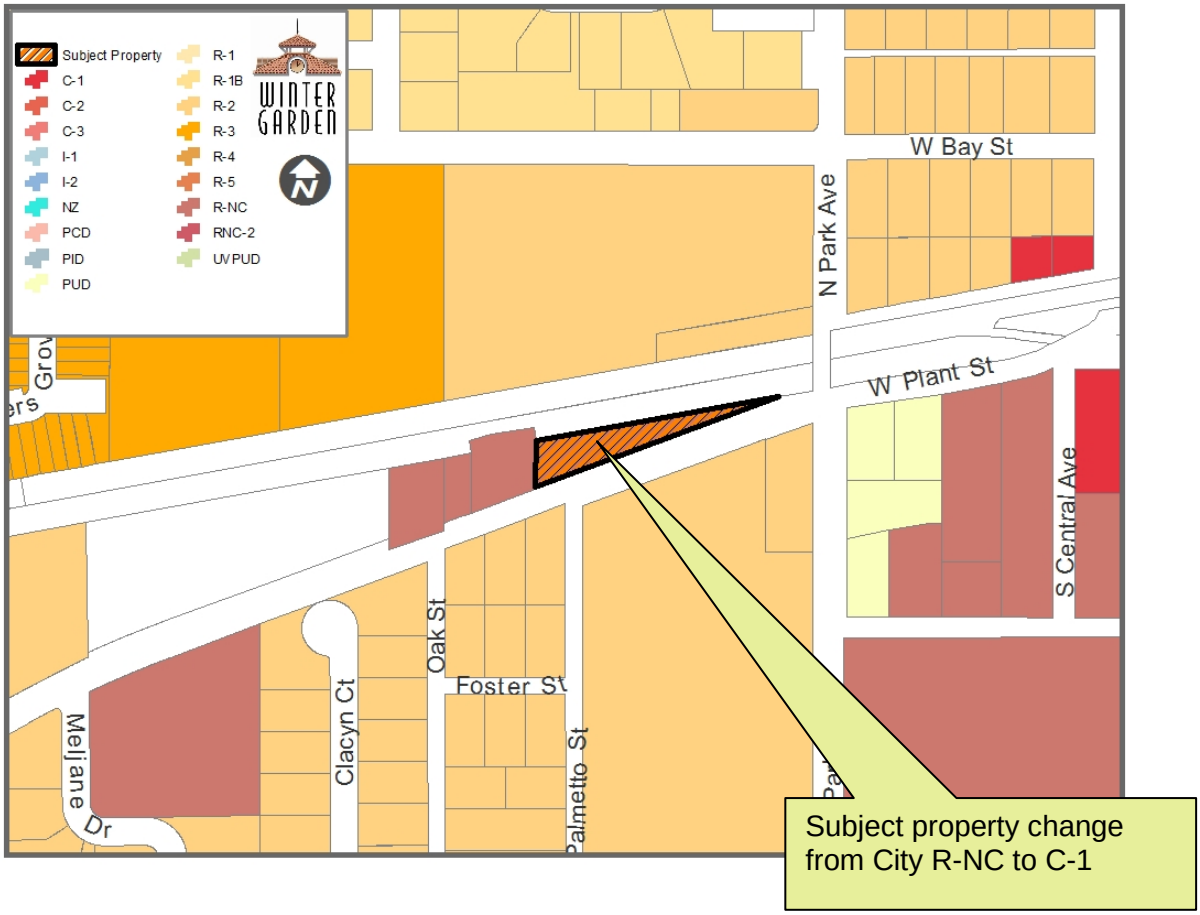
Staff recommends approval of Ordinance 17-02 to rezone the subject property from R-NC to C-1, which is consistent with the City's Comprehensive Plan and surrounding properties.

MAPS

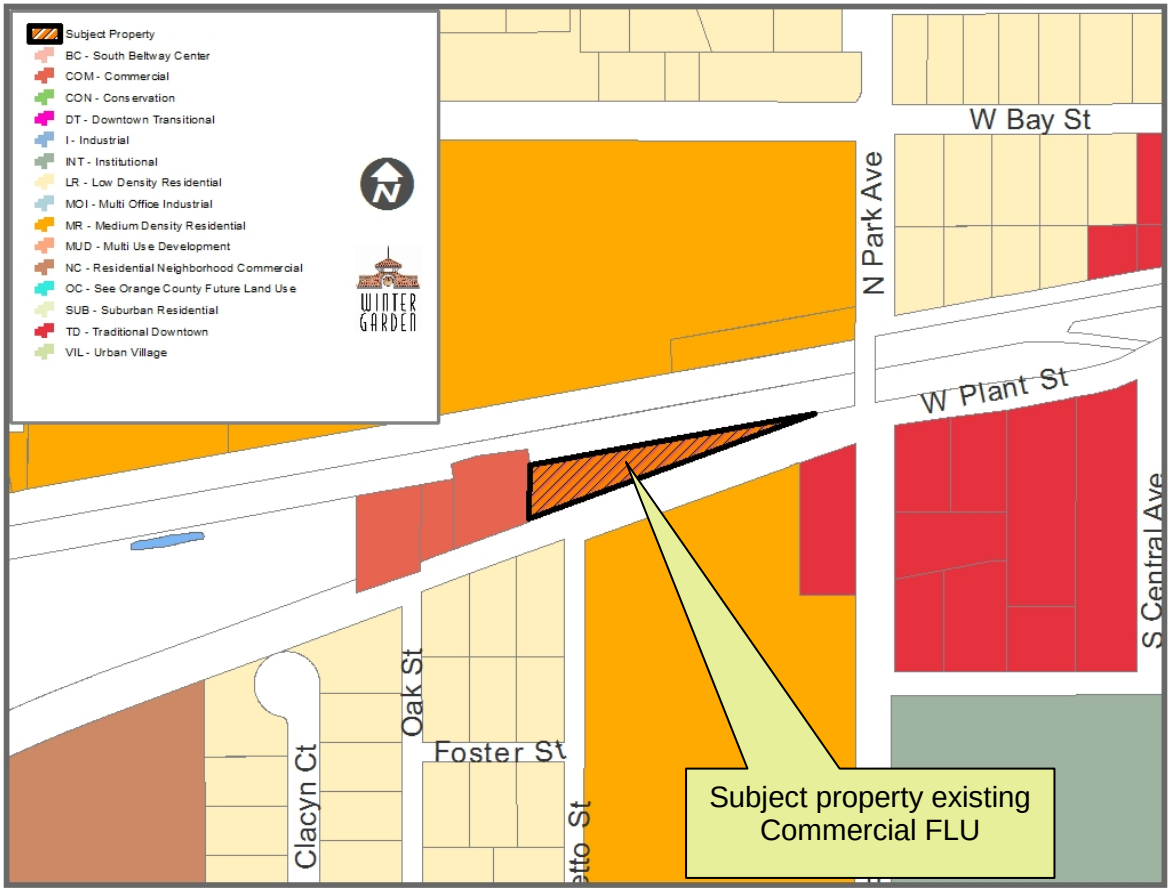
AERIAL PHOTO
535 W. Plant Street



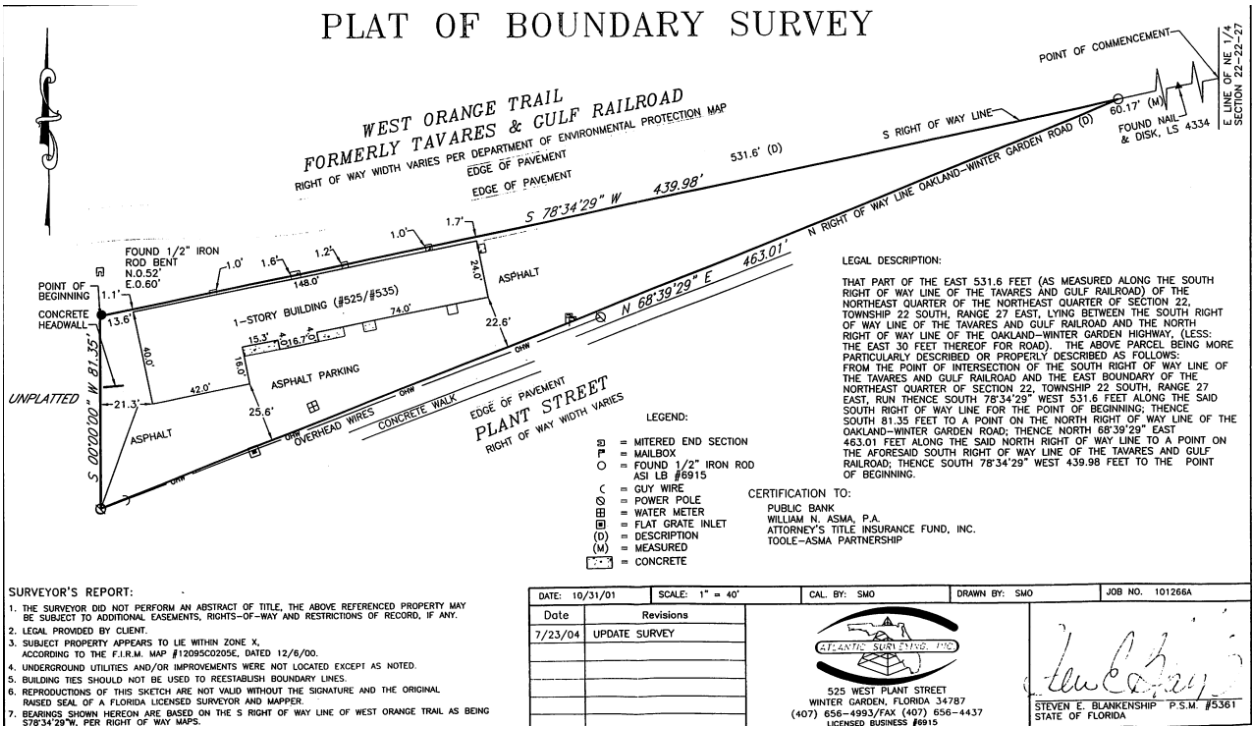
ZONING MAP
535 W. Plant Street



FUTURE LAND USE MAP
535 W. Plant Street



SURVEY
553 W. PLANT STREET



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

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

Via: **Mike Bollhoefer**
City Manager

Date: **December 1, 2016** **Meeting Date:** **December 6, 2016**

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

Issue: **Discussion and approval of Ordinance 16-61.**

Recommended Action: **Motion to adopt Ordinance 16-61.**

Attachments/References: **Ordinance 16-61**

ORDINANCE NO. 16-61

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

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

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

* * * * *

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

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

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

* * * * *

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

* * * * *

(b) Normal retirement benefit.

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

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

* * * * *

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

* * * * *

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

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

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

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

(b) Participation.

(1) Eligibility to participate. ~~Only firefighters are eligible to enter the DROP.~~ In lieu of terminating his employment as a police officer or firefighter, a ~~firefighter~~ member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) Election to participate. A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) Period of participation. A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed thirty-six (36) months beginning at the time his election to participate in the DROP first becomes effective, but in no event can a member remain in the DROP once he attains age fifty-eight (58). An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. Notwithstanding the above, any firefighter member who had first reached age fifty-five (55) prior to ~~the effective date of this ordinance~~ November 10, 2016 shall be permitted, within 6 months of ~~the effective date of this ordinance~~ November 10, 2016, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six (36) months. Notwithstanding the above, any police officer member who had first reached the age of fifty-five (55) prior to December 8, 2016 shall be permitted, within 6 months of December 8, 2016, to make a one-time irrevocable election to participate in the DROP for a period of thirty-six months. A member may participate only once.

(4) Termination of participation.

a. A member's participation in the DROP shall cease at the earlier of:

1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or

2. termination of his employment as a police officer or firefighter.

b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a police officer or firefighter.

c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) Effect of DROP participation on the system.

a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits

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

b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a police officer or firefighter, no amounts shall be paid to him from the system until he terminates his employment as a police officer or firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a police officer or firefighter.

(c) Funding.

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

(2) Transfers from retirement system.

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

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

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

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

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

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

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

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

(2) Form of distribution.

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

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

(3) Date of payment of distribution.

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

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

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

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

* * * * *

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

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

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

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

(b) Share Account Funding.

(1) Individual member share accounts shall be established as of September 30, 20~~15~~16 for all ~~firefighter~~ members and ~~firefighter~~ DROP participants who were actively employed as of October 1, 20~~14~~15. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 20~~15~~16.

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

(c) Allocation of Monies to Share Accounts.

(1) Allocation of Chapter 175 and 185 Contributions.

a. Effective as of September 30, 20~~15~~16, the amount of any premium tax monies allocated to the share plan shall be allocated to individual ~~firefighter~~ member share accounts as provided for in this subsection. Members retiring on or after October 1, 20~~14~~15 and prior to September 30, 20~~15~~16 shall receive an allocation. In addition, all ~~firefighter~~ premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date").

b. On each valuation date, each current actively employed ~~firefighter~~ member of the plan not participating in the DROP, each ~~firefighter~~ DROP participant and each ~~firefighter~~ retiree who retires or ~~firefighter~~ DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased ~~firefighter~~ member(not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

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

d. Re-employed ~~firefighter~~ retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

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

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

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

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

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

(4) No Right to Allocation. The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 175 or 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

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

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

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

(1) Retirement Benefit.

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

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

(2) Termination Benefit.

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

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

(3) Disability Benefit.

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

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

(4) Death Benefit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

_____
JOHN REES, MAYOR/COMMISSIONER

ATTEST:

_____
KATHY GOLDEN, CITY CLERK

dm\wtg\pf\10-28-16

THE CITY OF WINTER GARDEN

From: Tanja Gerhartz, Economic Development Director

Via: Mike Bollhoefer, City Manager

Date: November 9, 2016 **Meeting Date:** December 6, 2016

Subject: CRA Advisory Board Appointments

Background Summary and Discussion:

The CRA Advisory Board currently has seven members and has recommended adding Tara Moore to the CRA Advisory Board. Her application is attached. She would become the 8th member of the Advisory Board and she resides outside the CRA area.

The CRA Advisory Board also recommended adding Larry Cappleman as the seventh member of the CRA for another four-year term.

<u>CRA Delegation of Authority</u>

The advisory board shall have a minimum of seven and up to nine board positions that are vacant. The board selection criteria is as follows:

The board of commissioners of the community redevelopment agency shall, at its first meeting in July, **appoint a community redevelopment advisory board, which shall consist of no less than seven and no more than nine members, of which a majority shall either reside, own property or operate a business located within the area of operation of the community redevelopment agency.**

The city commission expressly appoints a board of commissioners of the community redevelopment agency, which shall consist of seven members. Five of the members shall be current members of the city commission. A sixth member may be appointed by the board of county commissioners, **and the seventh member may be appointed by the city commission. The terms of office for the sixth and seventh members of the board of commissioners of the community redevelopment agency shall be four years.**

Attachments:
Board Interest Forms

Print Form

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: October 21, 2016 VERIFIED INTEREST ON:

LAST NAME: Moore FIRST: Tara MIDDLE:
HOME ADDRESS: 121 W. Maple Street, Winter Garden Florida 34787
OFFICE ADDRESS:
HOME PHONE: CELL PHONE: 407-765-3700 WORK PHONE:
EMAIL: tara@taramoorerealestate.com FAX #:
CURRENT EMPLOYER: Self - Tara Moore Real Estate LENGTH:
POSITION: Realtor/Owner
EDUCATION: HIGH SCHOOL GRADUATE [X] YES [ ] NO UNDERGRADUATE COLLEGE DEGREE IN: Business/Marketing - Minors in Sales & Hospitality
ADVANCED COLLEGE DEGREE IN: OTHER:

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Active in real estate sales, specifically in Winter Garden -- over $50 million in sales in Winter Garden within the past three years.
Downtown Winter Garden resident -- passionate about area growth, especially in bringing young professionals & young families to the area

COMMUNITY INVOLVEMENT: State Chair - Distinguished Young Women of Florida (held in WG each January), Relay for Life of Winter Garden
INTERESTS/ACTIVITIES: Downtown WG - shopping/dining/golf cart, boating, reading,
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Serve our great city/community, offer guidance in area of real estate
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
Tara Moore Real Estate, Relay for Life of WG, Distinguished Young Women of Florida (Winter Garden HQ)

ARE YOU A RESIDENT OF WINTER GARDEN? [X] YES [ ] NO IF YES, CONTINUOUS RESIDENT SINCE? 2010
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? [X] YES [ ] NO WHICH CITY DISTRICT? 108
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? [ ] YES [X] NO IF YES, PLEASE STATE NAME OF BOARD:

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

REFERENCES:
Andrea Vaughn (City of WG), Tanja Gerhartz (City of WG), John Rees (Mayor of WG)

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Print Form

WINTER GARDEN

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 7/2/15 VERIFIED INTEREST ON:

LAST NAME: Skubas FIRST: Joseph MIDDLE: Charles

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

OFFICE ADDRESS: —

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

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

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

POSITION: firefighter

EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN:

ADVANCED COLLEGE DEGREE IN: OTHER:

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

COMMUNITY INVOLVEMENT: Little League

INTERESTS/ACTIVITIES: Baseball, Politics, Golf

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

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

ARE YOU A RESIDENT OF WINTER GARDEN? ☒ YES ☐ NO IF YES, CONTINUOUS RESIDENT SINCE? 1999

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

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

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD:
Code Enforcement - Winter Garden

REFERENCES:
Ed Williams - City of Winter Garden
Stephen Pash

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 10/6/2016 VERIFIED INTEREST ON:

LAST NAME: MURPHY FIRST: JOHN MIDDLE: EDWARD
HOME ADDRESS: 209 TRAIL BRIDGE CT., WINTER GARDEN, FL 37487
OFFICE ADDRESS: 8669 COMMODITY CIRCLE, ORLANDO FL 32819
HOME PHONE: 407-347-8889 CELL PHONE: 407-257-0109 WORK PHONE: 407-455-7551
EMAIL: JOHN.MURPHY@ONEBLOOD.RG FAX #:
CURRENT EMPLOYER: ONEBLOOD, INC. LENGTH: 5 ½ YEARS
POSITION: EXECUTIVE VICE PRESIDENT/CHIEF FINANCIAL OFFICER
EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN: BA ACCOUNTING-UNIV OF SOUTH FL 1977
ADVANCED COLLEGE DEGREE IN: CERTIFIED PUBLIC ACCOUNTANT OTHER:

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

COMMUNITY INVOLVEMENT: PAST PRESIDENT-WINTER GARDEN HERITAGE FOUNDATION, BUILDING COMMITTEE CHAIR-GARDEN THEATRE, PAST CHAIR WEST ORANGE HEALTHCARE DISTRICT
INTERESTS/ACTIVITIES: TRAVEL, OUTDOOR ACTIVITIES
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I ENJOY CONTRIBUTING TO THIS GREAT COMMUNITY. WE GET SUCH TREMENDOUS BENEFIT, IT IS ONLY FAIR TO GIVE BACK

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

ARE YOU A RESIDENT OF WINTER GARDEN? ☒ YES ☐ NO IF YES, CONTINUOUS RESIDENT SINCE? DEC 2010
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? ☒ YES ☐ NO WHICH CITY DISTRICT? 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD: WINTER GARDEN HERITAGE FOUNDATION, WEST ORANGE HEALTHCARE DISTRICT

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD: CITY OF WINTER GARDEN – ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD; WEST ORANGE HEALTHCARE DISTRICT

REFERENCES:
RONALD SIKES - LARRY CAPPLEMAN - WARD BRITT

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 5/20/15 VERIFIED INTEREST ON: 3-3-16

LAST NAME: Matin FIRST: Matthew MIDDLE: James
HOME ADDRESS: 2143 Oakington Street, Winter Garden, FL 34787
OFFICE ADDRESS: 527 Main Street, Windermere, FL 34786
HOME PHONE: CELL PHONE: 321-948-5857 WORK PHONE:
EMAIL: matt.matin@gmail.com FAX #:
CURRENT EMPLOYER: Suzi Karr Realty LENGTH: 8 months
POSITION: Realtor
EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN: Urban Studies (Urban Planning)
ADVANCED COLLEGE DEGREE IN: OTHER:

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

COMMUNITY INVOLVEMENT: Executive Board Member - Florida Planning & Zoning Association, Vice-President of West Orange CC
INTERESTS/ACTIVITIES: Architecture, Urban Planning, New Urbanism, Historic Preservation, Golf, Photography, Travel
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To use my talents/experience to serve the residents of the City of Winter Garden.

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

ARE YOU A RESIDENT OF WINTER GARDEN? ☒ YES ☐ NO IF YES, CONTINUOUS RESIDENT SINCE? 2002
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? ☒ YES ☐ NO WHICH CITY DISTRICT? 4
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD:
Stoneybrook West CDD, Florida Planning & Zoning Association, West Orange Country Club (Winter Garden)

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

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

MATTHEW J. MATIN, AICP

EDUCATION

5/2002 University of Tennessee Knoxville, TN

- B.A., Urban Studies

WORK EXPERIENCE

8/2013 – Current Suzi Karr Realty Windermere, FL

Realtor

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

Senior Transportation Planner

- Go Enhance RTS (Gainesville BRT Alternatives Analysis) – City of Gainesville, Florida

  Responsibilities included the analysis of existing conditions, which formed the baseline for the evaluation of the major alternatives that were developed as part of the study.

- State of the System Report – Manatee County, FL

  Responsible for the development of the State of the System Report that provided key transportation statistics, identified needs, and recommended solutions for congestion by analyzing numerous performance measures. This report was completed in order to track transportation trends in the County, which included a complete review of each road segment on the Congestion Management System (CMS).

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

Senior Transportation Planner/Senior Travel Demand Modeler

- Districtwide Modeling and Limited Access Analysis Support, FDOT District 5

  Responsible for the development and support of the CFRPM model, which serves as the adopted travel demand model for the Space Coast TPO, Lake-Sumter MPO, Ocala/Marion TPO and the Volusia TPO. Responsible for coordinating with these respective planning organizations and developing all future models, which serve as the basis for their LRTPs.

- General Traffic and Earnings Consultant, Orlando-Orange County Expressway Authority (OOCEA)

  Responsible for multiple tasks related to providing traffic and revenue analysis support to OOCEA. The primary task of this project entailed providing annual updates and validations to the OOCEA revenue models. These revenue models were utilized to develop future year traffic and revenue forecasts on existing and future OOCEA system facilities. Numerous traffic and revenue studies were performed analyzing user benefits and revenue impact of several projects on the existing and future OOCEA system. Evaluated potential modifications to OOCEA toll policies, toll structures and the associated impacts to the OOCEA system traffic and revenue.

- Wekiva Parkway PD&E Study Design Traffic, OOCEA

  Responsibilities included the development of the project travel demand models which were used to develop design traffic for several alignment alternatives and the preferred alternative for the Wekiva Parkway PD&E Study. The SR 429/Wekiva Parkway project is the northwest portion of the Orlando beltway. The Wekiva Parkway alignment alternatives consisted of varying interchange locations, frontage road configurations, as well as several possible connections to Interstate 4. Traffic analysis included base year land use development, TAZ splits and a sub-area validation. Development of future year land use along with build and no-build networks were also completed as part of this project. Traffic volumes were developed for study area roadways for three future years: 2012, 2022 and 2032. Assisted with the LOS analysis for study area roadways under existing, future year build and no-build conditions.

- SR 836 Express Bus Ridership Study, Miami-Dade Expressway Authority (MDX)

  Responsible for the development of multiple alternative models utilizing the SERPM 6.5 TOD model to test ridership of a proposed BRT system which would operate on a fixed-route utilizing the shoulder of SR 836 to

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

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

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

5/2002 – 4/2006 HDR, Inc. Orlando, FL

Transportation Planner I / Transportation Planner II

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

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

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

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

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

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

5/2000 – 8/2001 HDR, Inc. Orlando, FL

Planning Intern

TECHNICAL SKILLS

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

PROFESSIONAL AFFILIATIONS

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

Print Form

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

Rec'd 4-22-13

BOARD APPOINTMENT INTEREST FORM

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

~~9-11-14~~ 9-23-15

DATE: April 19, 2013 VERIFIED INTEREST ON:

LAST NAME: Haddock FIRST: Henry MIDDLE: D.

HOME ADDRESS: 14158 Hampshire Bay Circle

OFFICE ADDRESS: P.O. Box 783305

HOME PHONE: 407-654-6237 CELL PHONE: 407-443-1116 WORK PHONE: 407-443-1116

EMAIL: henry@crenav.com FAX #:

CURRENT EMPLOYER: CRE Solutions & Analytics, LLC LENGTH: 2012

POSITION: President

EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN: Business Administration: Finance

ADVANCED COLLEGE DEGREE IN: Partial completion of MBA ~~OTHER~~: Website: www.crenav.com

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

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

INTERESTS/ACTIVITIES: Golf, boating

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

NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
See my website and CV at: www.crenav.com

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

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

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

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

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Print Form

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: October 21, 2016 VERIFIED INTEREST ON:

LAST NAME: Moore FIRST: Tara MIDDLE:
HOME ADDRESS: 121 W. Maple Street, Winter Garden Florida 34787
OFFICE ADDRESS:
HOME PHONE: CELL PHONE: 407-765-3700 WORK PHONE:
EMAIL: tara@taramoorerealestate.com FAX #:
CURRENT EMPLOYER: Self - Tara Moore Real Estate LENGTH:
POSITION: Realtor/Owner
EDUCATION: HIGH SCHOOL GRADUATE [X] YES [ ] NO UNDERGRADUATE COLLEGE DEGREE IN: Business/Marketing - Minors in Sales & Hospitality
ADVANCED COLLEGE DEGREE IN: OTHER:

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Active in real estate sales, specifically in Winter Garden -- over $50 million in sales in Winter Garden within the past three years.
Downtown Winter Garden resident -- passionate about area growth, especially in bringing young professionals & young families to the area

COMMUNITY INVOLVEMENT: State Chair - Distinguished Young Women of Florida (held in WG each January). Relay for Life of Winter Garden
INTERESTS/ACTIVITIES: Downtown WG - shopping/dining/golf cart, boating, reading,
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? Serve our great city/community, offer guidance in area of real estate
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
Tara Moore Real Estate, Relay for Life of WG, Distinguished Young Women of Florida (Winter Garden HQ)

ARE YOU A RESIDENT OF WINTER GARDEN? [X] YES [ ] NO IF YES, CONTINUOUS RESIDENT SINCE? 2010
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? [X] YES [ ] NO WHICH CITY DISTRICT? ~~108~~ 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? [ ] YES [X] NO IF YES, PLEASE STATE NAME OF BOARD:

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

REFERENCES:
Andrea Vaughn (City of WG), Tanja Gerhartz (City of WG), John Rees (Mayor of WG)

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Print Form

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

Rec'd 4-16-12

BOARD APPOINTMENT INTEREST FORM

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARDS/COMMITTEES. VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY. PLEASE HELP US PLACE YOU ON THE MOST APPROPRIATE COMMITTEE BY COMPLETING THIS QUESTIONNAIRE. FEEL FREE TO ATTACH A RESUME. 6-18-13 10-1-2014

DATE: 4/12/12 VERIFIED INTEREST ON:

LAST NAME: Villard FIRST: Sharee MIDDLE: V

HOME ADDRESS: 7160 White Trillium Circle Orlando, FL 32818

OFFICE ADDRESS: 225 Center St Winter Park, FL 34787

HOME PHONE: 321.354.8885 CELL PHONE: WORK PHONE: 407-614-5942

EMAIL: svillard@findingthelostsheep.com FAX #:

CURRENT EMPLOYER: Finding the Lost Sheep Street Ministry LENGTH: 5 months

POSITION: Executive Director of Marketing

EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN: Elementary Education/Business

ADVANCED COLLEGE DEGREE IN: OTHER:

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

COMMUNITY INVOLVEMENT: I am the Executive Director of Marketing for a ministry based in WG

INTERESTS/ACTIVITIES: Finding the Lost Sheep Street Ministry Outreach Events. Feeding the homeless, providing clothing and other job & educational resources.

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To better acquaint myself with the community and policies & procedures of Winter Garden

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

Secretary for the Board of Finding the Lost Sheep Street Ministry JAN 2012

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

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

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD: Finding the Lost Sheep Street Ministry

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

REFERENCES:

Anthony Hodge 407-340-4898 / Steve Gordon 941-374-0990 / Rico Brown 407-383-1462

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

3-26-12
1-10-13
~~No response 5-2014~~ 9-19-14
5-2015
9-2016

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

Rec'd. 4-19-10

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

CITY OF WINTER GARDEN
BOARD APPOINTMENT INTEREST FORM

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

DATE: APRIL 16, 2010 VERIFIED INTEREST ON: _____

LAST NAME: LIPPOLD FIRST: NEAL MIDDLE: W
HOME ADDRESS: 525 S. HIGHLAND AVENUE, WINTER GARDEN, FL 34787
OFFICE ADDRESS: _____
HOME PHONE: 407-347-8300 WORK PHONE: FAX: 407-347-8300
CURRENT EMPLOYER: RETIRED –WAUBONSEE COMMUNITY COLLEGE, SUGAR GROVE, IL LENGTH: 31 YEARS
POSITION: PROFESSOR EMERITUS OF CRIMINAL JUSTICE
EDUCATION: AURORA EAST HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: CRIMINAL JUSTICE/SOCIOLOGY
ADVANCED COLLEGE DEGREE IN: CRIMINAL JUSTICE OTHER: ALL BUT DISSERTATION FOR EDUCATIONAL DOCTORATE IN CURRICULUM AND INSTRUCTION
PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
I was involved in police work for 17 years holding position from patrolman to chief of police; 5 years as a correctional counselor and parole agent with the Illinois Department of Corrections; 31 years a professor of criminal justice. I believe my work and educational qualify for a position on the police committee.
COMMUNITY INVOLVEMENT: Instructor with AARP Driver Safety Program, past member of the Volusia County COP program.
INTERESTS/ACTIVITIES: Sports, reading, gardening
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I have a strong interest in giving back to the communities were I have lived.
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
American Legion, member for over 15 years, Illinois Association of Police Planners, 1980 thru 2006; International Association of Law Enforcement Planners, 2000 thru 2006.
ARE YOU A RESIDENT OF WINTER GARDEN? YES IF YES, CONTINUOUS RESIDENT SINCE? 2008
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES WHICH CITY DISTRICT? 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? NO IF YES, PLEASE STATE NAME OF BOARD: _____
HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? YES IF YES, PLEASE STATE NAME OF BOARD: POLICE COMMITTEE
AS CHIEF OF POLICE, I SERVED ON THE POLICE COMMITTEE FOR THE VILLAGE OF SUGAR GROVE, ILLINOIS FROM 1980 THRU 1986.
REFERENCES: SUPPLIED ON DEMAND

WHICH BOARD(S) ARE YOU INTERESTED?

X *CODE ENFORCEMENT BOARD
X *PLANNING & ZONING BOARD
X *COMMUNITY REDEVELOPMENT AGENCY OR *ADVISORY* BOARD
_____ *GENERAL EMPLOYEES PENSION BOARD
X *FIRE/POLICE PENSION BOARD
_____ *ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

NEAL W. LIPPOLD

525 S. Highland Avenue ▪ Winter Garden, FL 34787 ▪ (407) 347-8300 ▪ nlippold@cfl.rr.com

EDUCATION

NORTHERN ILLINOIS UNIVERSITY
Curriculum and Instruction, January, 1992-2002
All course work completed for EdD, except dissertation.

CHICAGO STATE UNIVERSITY
Masters Degree▪Corrections, May, 1978

AURORA UNIVERSITY
Bachelors of Arts Degree - Sociology and Corrections, June, 1974

WAUBONSEE COMMUNITY COLLEGE
Associate in General Studies Degree, June, 1972

WORK EXPERIENCE

ACADEMIC

8/75-6/06: Professor of Criminal Justice, Waubonsee Community College. Taught all criminal justice courses; promoted the criminal justice program via advertising, flyers, advisory councils and visits to criminal justice agencies. Responsible for budget preparation; preparing semester class schedule; degree and certificate programs; catalog changes; ordering equipment; developing departmental policy and procedures, and hiring of adjunct faculty.

Program Development/Curriculum Design

- Curriculum design written all course work leading to both the Associate in Science and Associate in Applied Science Degrees.
- Created certificates in advance police skills and community policing.

Distance Learning

- Pioneer teacher in two-way interactive teaching.
- Pioneer teacher in the development of online courses.
- Have written a total of ten online courses, 7 criminal justice and 3 Microsoft application courses.

Dual credit course offerings

- Help to create and taught dual credit program that combined the efforts of Waubonsee Community College, Oswego, Illinois school district and the Oswego Illinois Police Department.
- Through the two-way interactive television system I have taught dual credit classes with two high school districts..

Driver Safety:

- Certified DDC 4 Instructor
- Certified 25 Alive Instructor
- Certified instructor with AARP Driver Safety Program

Extracurricular Activities:

- Campus Police Cadet training
- Involvement with Waubonsee Community College Drama Department
- SkillsUSA VICA Criminal Justice Advisor
- Member of the Waubonsee Community College Speaker's Bureau

Center for Teaching, Learning and Technology

- Pioneer leadership role with the Center for Teaching and Learning and Technology as a trailblazer and Consultant
- Faculty Liaison for the academic year of 1999 - 2000
- Responsible for coordinating the Spring 2000 Adjunct training workshop
- Developed the foundational study for the development of a Faculty Teaching and Learning Academy
- Created and coordinated the New Faculty Teaching and Learning Academy for new faculty coming to Waubonsee
- Chaired the Faculty Development Committee for the Center for Teaching, Learning and Technology
- Worked with faculty to create a (CATs) classroom assessment techniques program for all Waubonsee faculty
- Tested interactive video and audio software

Presenter--State Level

- Peoria, Illinois, 1995, Illinois Community College Faculty Association
- Bloomington, Illinois, 1997, Statewide Distance Learning Instructional Consortium
- Bloomington, Illinois, 1998, Statewide Distance Learning Instructional Consortium

Research - Classroom Usage

- Developed and conducted a study regarding classroom usage for Waubonsee Community College

ADMINISTRATIVE/PRACTICAL

1987 - 1992, Sergeant, Fox Valley Park District Police Department. Responsible for general patrol, patrol supervision, and training of officers.

1976 - 1986, Chief of Police, Village of Sugar Grove, Illinois. Responsible for the operation of the police department, including budgeting, personnel matters, policy formulation, and working with the village's governmental officials.

1975 - 1982, Chief of Police, Waubonsee Community College Police Department. Responsible for the security of the campus, training of student employees, budgeting, and policy formulation.

1970 - 1975, Parole Agent and Correctional Counselor, State of Illinois, Department of Corrections. Responsible for caseload management and the supervision of incarcerated inmates and parolees.

KNOWLEDGE, ABILITIES, AND SKILLS

X Software: WordPerfect, Microsoft Word, PowerPoint, Publisher, and Outlook, WordPerfect Presentation Graphics, Web Browsers, Working knowledge of Hypertext Markup Language, WebCT course management software, Cu-See-Me.
X Equipment: Personal Computers and Macintosh.
X Other: various printers, and scanners, telecommunications equipment, interactive video equipment.

COLLEGIATE ACTIVITIES

- Curriculum Council
- Calendar Committee
- Member of committee that planned the new classroom building
- Co-Chair of the Illinois Articulation Initiative Criminal Justice Panel
- Member of Committees to prepare for North Central Accreditation Visit (3 visits)
- Past president of Faculty Federation
- Safety Committee
- Diversity Committee
- Insurance Ad Hoc Committee
- Interview committees
- Faculty Trainer for Two-way Interactive Video
- Evaluation committees
- Student Advisement Committees
- Student health and Safety

- Administration Search Committees
- Semester Orientation Committees
- Advisory Counsel
- Building Committees
- Referendum Committees
- Criminal Justice Program Advisory Committee
- Student Conduct Board

PROFESSIONAL AFFILIATIONS

- X Illinois Association of Police Planners
- X International Association of Law Enforcement Planners
- X American Correctional Association
- X Illinois Correctional Association

COMMUNITY ACTIVITIES

- Breaking Free, member of the Board, 1978 - 1982
- Sugar Grove Lions Club, former member and past president
- DeKalb Evening Lions club, 1992 - 2000
- Candidate for Kane County Sheriff, 1986
- Candidate for Alderman, 3rd Ward, City of Aurora, 1991
- Member of the Board, Kane County Association of Chiefs of Police, 1988

HONORS

- Awarded Rank of Professor by the Waubonsee Community College Board of Trustees
- Certificate of Merit presented by the Du Page Bar Association
- Who's Who in America 1997 & 2000
- Who's Who in American Education 1998 & 2004
- Certificate of Appreciation, awarded by the Board of Trustees, Waubonsee Community College, 1988
- Featured Alumnus, awarded by the Board of Trustees, Waubonsee Community College, 1991
- Certificate of Achievement, awarded by the National District Attorneys Association, 1990
- Certificate of Honor, awarded by the Kane County Bar Association, 1991
- Great Teacher Conference, 1987
- National Great Teacher Conference, 1988
- Nominated as Distinguished Alumnus

References sent under separate cover

Print Form

Rec'd 10-15-12

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 10-5-12 VERIFIED INTEREST ON: ~~10-14-13~~ ~~05-2014~~ 1-2015

LAST NAME: Moore FIRST: Matthew MIDDLE: Louis

HOME ADDRESS: 121 W. Maple St, WG 34787

OFFICE ADDRESS: Lake Mary.

HOME PHONE: CELL PHONE: 1-407-738-5585 WORK PHONE: 321-249-4585

EMAIL: mamoore@pershing.com FAX #:

CURRENT EMPLOYER: Bank of N.Y. Mellon LENGTH: 6 yrs

POSITION: Mutual Fund Trade Desk

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

ADVANCED COLLEGE DEGREE IN: OTHER:

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
- Always involved with the community while growing up. Working with people + getting the job done are a few of the traits I learned from being an Eagle Scout + involved with our church.
- Part of a process improvement committee at work + leading a group of managers to make a process better for the customer.

COMMUNITY INVOLVEMENT: Big Brothers Big Sisters

INTERESTS/ACTIVITIES: Sports, being active, home improvement, wood working

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? To be part of the community, where involvement is key to the Cities success.

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

Big Brothers Big Sisters → Oct 2007 → Present.

ARE YOU A RESIDENT OF WINTER GARDEN? ☑ YES ☐ NO IF YES, CONTINUOUS RESIDENT SINCE? 2010

ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? ☑ YES ☐ NO WHICH CITY DISTRICT? 1

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

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

REFERENCES:

David Patterson - 813-758-3474 John Rees 407-256-0445
Dr Robert Baskin - 813-763-5337

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

Rec'd. 1-25-10

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

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

LM 9-23-15

CITY OF WINTER GARDEN
BOARD APPOINTMENT INTEREST FORM

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

9-11-14

DATE: JANUARY 19, 2010 VERIFIED INTEREST ON: _____

LAST NAME: PATTON FIRST: DONALD (DON) MIDDLE: B
HOME ADDRESS: 707 BRANDY OAKS LOOP, WINTER GARDEN, FL 34787
OFFICE ADDRESS: 1675 BUENA VISTA DRIVE, SUN TRUST SUITE 305, LAKE BUENA VISTA, FL 32830
HOME PHONE: 407-489-2243 WORK PHONE: 407-828-1836 FAX: _____
CURRENT EMPLOYER: WALT DISNEY PARKS & RESORTS LENGTH: 12 YEARS
POSITION: _____
EDUCATION: BA, Mathematics, Indiana University, 1988 HIGH SCHOOL UNDERGRADUATE COLLEGE DEGREE IN: _____
ADVANCED COLLEGE DEGREE IN: _____ OTHER: Post-Baccalaureate Certificate in Professional Accountancy (University of Southern Indiana), CPA (Indiana - Inactive)
PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
Five years in public accounting provided a variety of work environment experiences. I also have a variety of community involvement experiences, as listed.
COMMUNITY INVOLVEMENT: Volunteer: Special Olympics, Habitat for Humanity, Horses for Riders with Disabilities, Fellowship of Christian Athletes Team Endurance
INTERESTS/ACTIVITIES: Inline Skating, Cycling, Running, Instrumental Music, Inactive CPA (Indiana)
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I want to contribute to my community with my service in government.
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
Central Florida Compensation & Benefits Association, World at Work (Professional Compensation & Benefits Organization), Lake County Bicycle Alliance, Central Florida Trail Bladers & Bikers, Fellowship of Christian Athletes Team Endurance
ARE YOU A RESIDENT OF WINTER GARDEN? YES IF YES, CONTINUOUS RESIDENT SINCE? APRIL 2009
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? YES WHICH CITY DISTRICT? 2
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? NO IF YES, PLEASE STATE NAME OF BOARD: _____

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

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

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 7/23/16 VERIFIED INTEREST ON:

LAST NAME: Byrd Jung FIRST: Wendy MIDDLE:
HOME ADDRESS: 212 S Boyd St, Winter Garden, FL 34787
OFFICE ADDRESS: 150 S Woodland St, Winter Garden, FL 34787
HOME PHONE: 407-654-9477 CELL PHONE: 407-948-0033 WORK PHONE: 407-656-5400
EMAIL: wbyrd@byrdaccounting.biz FAX #: 407-656-1199
CURRENT EMPLOYER: Hard Work Enterprises Inc LENGTH: 30+ years
POSITION: Owner
EDUCATION: HIGH SCHOOL GRADUATE [X] YES [ ] NO UNDERGRADUATE COLLEGE DEGREE IN: Accounting
ADVANCED COLLEGE DEGREE IN: Accounting and Tax OTHER:

PLEASE STATE YOUR EXPERIENCE, INTERESTS OR ELEMENTS OF YOUR HISTORY THAT YOU THINK QUALIFY YOU FOR APPOINTMENT:
I am a fifth generation Floridian and the last four are from the West Orange county area. My father built custom homes in Orange County and I have built my tax and accounting practice here in West Orange County.

COMMUNITY INVOLVEMENT: Prior ARHP board member, Art Assoc Member, Merchants Association
INTERESTS/ACTIVITIES: People, growth and fun
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? stay an active part of my community
NAME ANY BUSINESS, PROFESSIONAL, CIVIC OR FRATERNAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND THE DATES OF MEMBERSHIP.
National Association of Tax Professional- over 20 years, WG Merchants Assoc - 4 years, WG Arts - 1 year
National Society of Accountants - over 20 years

ARE YOU A RESIDENT OF WINTER GARDEN? [X] YES [ ] NO IF YES, CONTINUOUS RESIDENT SINCE? 2002
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? [X] YES [ ] NO WHICH CITY DISTRICT? #1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? [X] YES [ ] NO IF YES, PLEASE STATE NAME OF BOARD: FINISHING ARHP
ARHP - finishing term

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

REFERENCES:
Tonja Gerhartz, Bert Valdez, Dennis Jones

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: November 29, 2016 **Meeting Date:** **December 6**, 2016

Subject: New Community Event – Winter Garden Art Association – Annual Fund Raising Gala on February 24, 2017

Applicant: Winter Garden Art Association

Discussion:

The Winter Garden Art Association holds an annual event at the SOBO Art Gallery. However, during next year's event there could be a lot of construction activity on the property to the north. Because of the expected construction activity, they have requested permission to use the City owned Pavilion to hold the 2017 event.

The gala consists of a cocktail hour, silent auction, dinner, another auction after dinner, and live entertainment.

The event is proposed to use the Pavilion and patio area adjacent to the pavilion. The area will be roped off to keep all guests within the approved are and have signs that prevent alcohol from being taken outside of the approved area.

They are requesting to set everything up for the event on Thursday, February 23, 2017 from 5 to 11 pm and then hold the event on Friday, February 24, 2017 from 6 to 10 pm. Everything will be broken down and cleaned up immediately following the event.

Recommended Action:

Motion to approve the use of City facilities and allow the Pavilion to be used for the fund raising gala that allows beer and wine to be served within a confined area and for the times specified above.

Attachments/References:

Event Application, Event Summary and Event Map

Special Event Permit Approval

Event: Annual Fund Raising Gala "Splash of Carnaval"
Organizer: Winter Garden Art Association
Event Date: Friday, February 24, 2017
CC Approval Date: December 6, 2016

Conditions of Approval:

- A fee of $1,000.00 and a deposit of $3,000.00 shall be paid to use City Facilities to hold this event
- Event Hours
  - Friday, February 24, 6:00 pm to 10:00 pm (dinner, live music, and auction at the Pavilion)
  - The consumption of alcohol will be allowed
    - The applicant will set up a boundary area to keep all alcohol consumption inside the approved area and post signs that state "No alcoholic beverages beyond this point"
- Set Up Hours
  - Thursday, February 23, 2017, 5 pm to 11 pm
    - Street Closures – None
- Site Map and Event Boundary – Attached
- Stage and Dance Location
  - Will be inside the pavilion
- Use of City Property and Equipment – Pavilion along with parking spaces on Tremaine Street.
- Parking
  - Parking garage
- Insurance
  - A general Certificate of Insurance (COI) will be required along with individual COI's for various aspects of the event. The food caterer will also be required to supply insurance. All required insurance shall include the City as co-insured.
  - Physical Activities being proposed must be approved by the City.
- Pavilion Use – The Pavilion shall be loaded out by 10 pm so everything can be broken down and cleaned up.

Attachment: Permit Application and Event Site Map

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: _____

PERMIT FEE PD. ON: _____ INIT. _____

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 11-18-16

ORGANIZATION/GROUP: Winter Garden Art Association NON-PROFIT ☒ CORP ☐ INDIV. ☐

NAME OF EVENT: Annual Fundraising Gala- "Splash of Carnaval"

CONTACT/REPRESENTATIVE: Mary Keating PHONE # 407-376-8657

ALT. PHONE #: 407-963-1961 EMAIL: mkeating@wgart.org

EVENT LOCATION: Pavillion PROPOSED DATES: _____

HOURS: 2-24-17 6:00pm-10pm ESTIMATED DAILY ATTENDANCE: 250

DATES & TIMES OF EVENT SETUP & BREAKDOWN:

SET UP: 2-23-17 5:00pm-11:00pm BREAKDOWN: 2-24-17 10pm

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- ☐ FESTIVAL
- ☐ EXHIBIT(S)
- ☐ CARNIVAL/CIRCUS/FAIR
- ☐ GENERAL MEETING
- ☐ PARADE
- ☐ BLOCK PARTY OR PICNIC
- ☐ SPORTING EVENT/COMPETITION
- ☐ WEDDING/RECEPTION
- ☐ REVIVAL
- ☒ OTHER (EXPLAIN)

Gala-Sit down dinner, live auction and music.

EVENT DETAILS

- ☒ ADMISSION CHARGE/TICKET SALES
- ☒ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☐ OPEN TO PUBLIC
- ☐ STREET/SIDEWALK CLOSURE
  HOURS OF: _____
- ☒ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
  HOURS OF: 6:30-10:00
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☒ STAGE/PROPS/PRODUCTION
- ☒ TENTS # & SIZE OF: 3-10x10
- ☐ TEMPORARY EVENT SIGNAGE
- ☒ DUMPSTERS/RECEPTACLES
- ☐ INFLATABLE DEVICES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:
GENERAL AGGREGATE $1,000,000 PRODUCTS AGGREGATE $1,000,000
PERSONAL & ADVERTISING INJURY $250,000 EACH OCCURRENCE $250,000
FIRE LEGAL LIABILITY $50,000 MEDICAL PAYMENTS $2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NO PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: $25.00
EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: $150.00 EVENTS
WITH OVER 200 PEOPLE IN ATTENDANCE: $1,000.00

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO $5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111
WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

See attached sheet

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.
(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
  - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
  - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
  - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
  - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

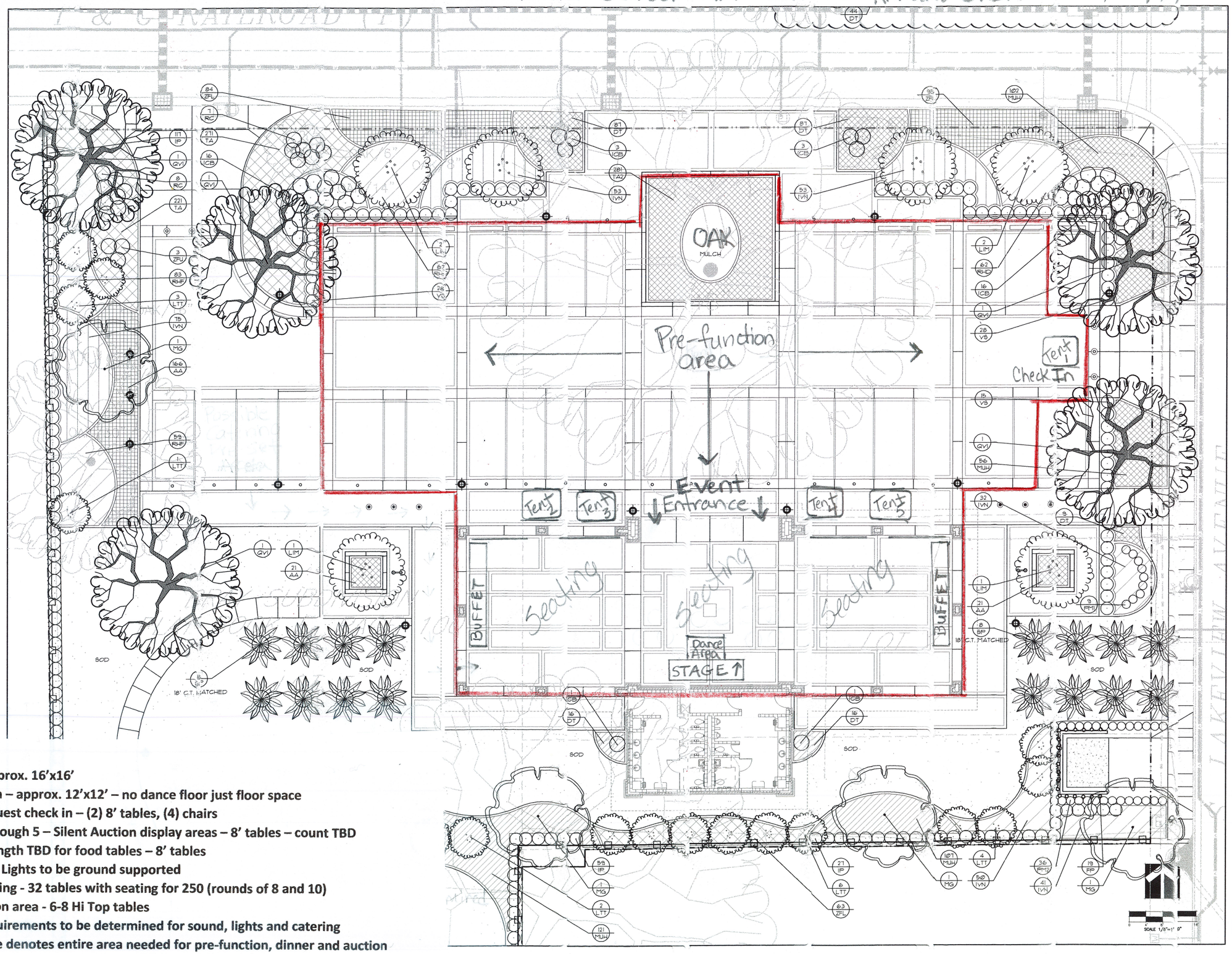
FOR OFFICIAL USE ONLY

TECHNICIAN INITIAL: _____ DATE RECEIVED: _____ ☐ FEE PAID

CITY MANAGER/DESIGNEE: _____ DATE: _____ APPROVED: ☐ YES / ☐ NO

CONDITIONS:

Winter Garden Art Assn. 3rd Annual Gala 2/24/17



KEY:

Stage – approx. 16'x16'

Dance area – approx. 12'x12' – no dance floor just floor space

Tent 1 – Guest check in – (2) 8' tables, (4) chairs

Tents 2 through 5 – Silent Auction display areas – 8' tables – count TBD

Buffet – length TBD for food tables – 8' tables

Sound and Lights to be ground supported

Guest Seating - 32 tables with seating for 250 (rounds of 8 and 10)

Pre-function area - 6-8 Hi Top tables

Power requirements to be determined for sound, lights and catering

Red outline denotes entire area needed for pre-function, dinner and auction

Access for Catering to be confirmed but currently anticipate Lakeview side of pavilion

WINTER GARDEN FLORIDA

Winter Garden Pavilion and Interactive Fountain

Owner
City of Winter Garden
Winter Garden, Florida

Architect

C.T. HSU + ASSOCIATES, P.A.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
820 Irma Avenue Orlando, Fl 32803
Tel 407.423.0098 Fax 407.423.4793

Consultants
Seal/Signature

NOTICE
The data in this document incorporate proprietary rights of:
C. T. HSU + ASSOCIATES
820 Irma Avenue, Orlando, Florida 32803
Any party accepting this document does so in confidence and agrees that it shall not be duplicated in whole or in part nor disclosed to others, without the written consent of
C. T. HSU + ASSOCIATES

Seal/Signature

No.	By	Date	Revision

No.	By	Date	Issued for

Key Plan

DETAIL PLANTING PLAN

Sheet Title

Job No.	0608.04
Date	May 31, 2010
Scale	AS NOTED
File	WGPPL3(B).DWG

L-302
Sheet No.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: November 30, 2016 **Meeting Date:** December 6, 2016

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

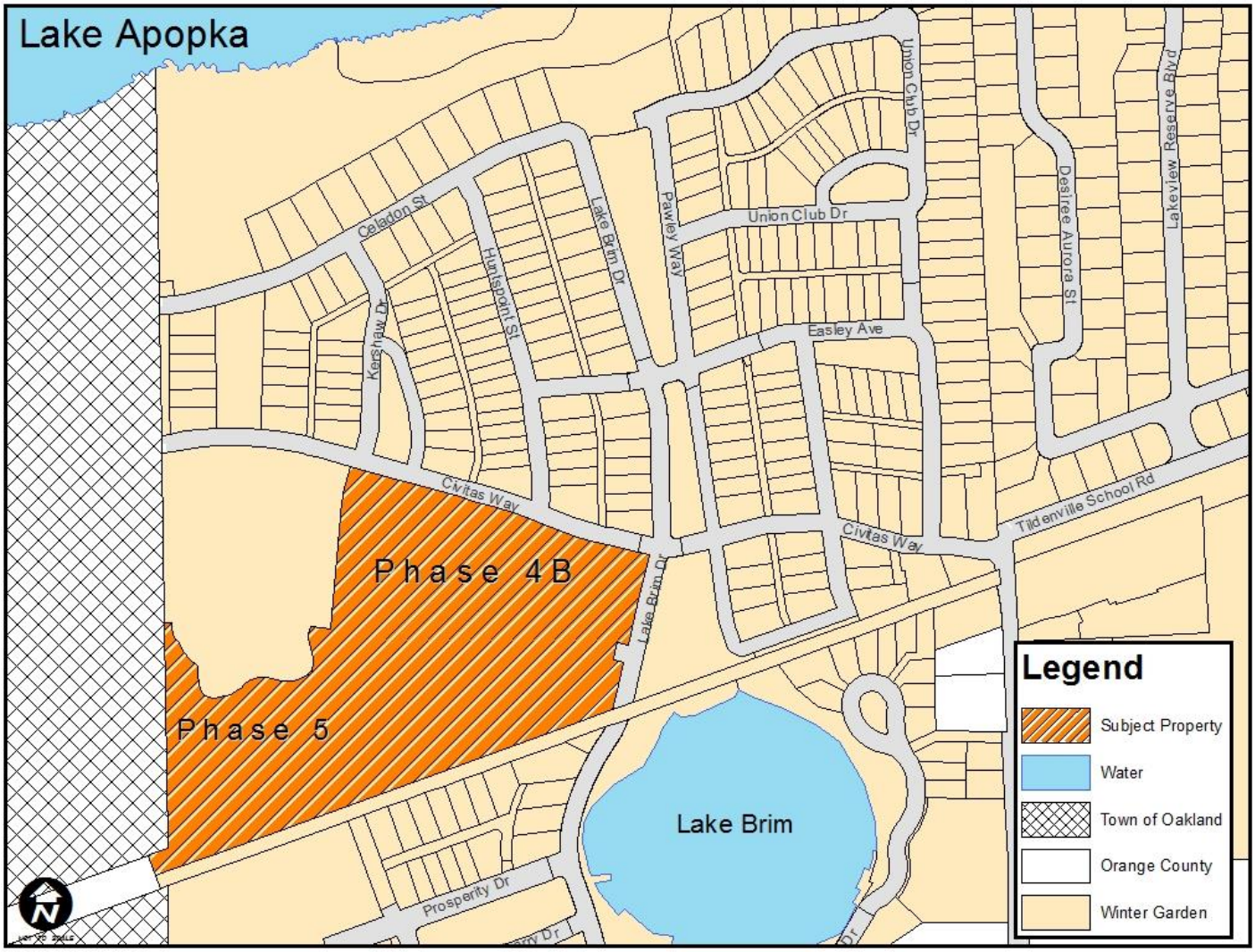
Issue:
Right-of-Way Maintenance Agreement

Recommended Action:
Staff recommends approval of the Right-of-Way Maintenance Agreement for the Oakland Park Phase 4B Subdivision.

Attachment(s)/References:
Location Map
Right-of-Way Maintenance Agreement

Oakland Park Phase 4B

Location Map



This instrument was prepared
by and should be returned to:

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

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

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, by and among the **CITY OF WINTER GARDEN, FLORIDA**, a Florida municipality (the "City"), and **OAKLAND PARK ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "HOA").

WITNESSETH:

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

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

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

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

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

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

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

future maintenance of the Landscaping and Improvements; and

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

WHEREAS, the Landscaping and Improvements to be maintained by the HOA shall be as set forth in this Agreement and those certain Oakland Park Phase 4B Parks Plans prepared by Community Solutions Group, under Project No. A141461.03 dated July 12, 2016 (the "Landscape Plans"), a copy of which is retained by the City in the offices of the Public Works Director and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. <u>Inspection; Defaults; Remedies</u>.

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

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

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

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

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

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

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

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

10. Other Provisions.

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

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

City:	City Manager City of Winter Garden 300 West Plant Street Winter Garden, FL 34787 Facsimile: (407) 656-4952
With a copy to:	City Attorney City of Winter Garden 300 West Plant Street Winter Garden, FL 34787 Facsimile: (407) 656-4952
HOA:	Oakland Park Association, Inc. c/o CCMC 8360 East Via de Ventura Boulevard Suite L-100 Scottsdale, AZ 85258 Facsimile: (___) ___ - ____
With a copy to:	Lake Apopka 2012, LLC Attention: Thomas D. Cunningham 15241 East Oakland Avenue Winter Garden, FL 34787 Facsimile (407) 656 - 9120
With a copy to:	Shutts & Bowen LLP Attention: Daniel T. O'Keefe, Esquire Juli S. James, Esquire 300 South Orange Avenue, Suite 1000 Orlando, FL 32801 Facsimile (407) 425-8316

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

"**CITY**"

CITY OF WINTER GARDEN, FLORIDA

By:_____
JOHN REES, Mayor

ATTEST:

By:_____
KATHY GOLDEN, City Clerk

Signed, sealed and delivered in
the presence of:

"**HOA**"

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

_____
Print Name:_____
Witness

By:_____
Print Name:_____
Its: _____

_____
Print Name:_____
Witness

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day of _____, 2016 by _____, as _____ of Oakland Park Association, Inc., a Florida not-for-profit corporation, on its behalf. He/she (check one) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

_____
Notary Public, State of Florida

(Notary Seal)

Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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

EXHIBIT "B"

DESCRIPTION OF LANDSCAPING AND IMPROVEMENTS

All landscape, hardscape and irrigation improvements described in those certain Oakland Park Phase 4B Parks Plans prepared by Community Solutions Group under Project No. A141461.03 dated July 12, 2016 (the "Landscape Plans"), including, but not limited to the installation of landscape, irrigation, pavement and signage.

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

EXHIBIT "C"

DESCRIPTION OF THE ROADS

TRACT A (Public Right-of-Way), OAKLAND PARK UNIT 4B, according to the plat thereof, as recorded in Plat Book _____, Page _____ through _____, of the Public Records of Orange County, Florida.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager, Mike Bollhoefer

Date: November 30, 2016 **Meeting Date:** December 6, 2016

Subject: **Final Plat**
Oakland Park Phase 4B

Issue:

This is for the consideration of the Final Plat consisting of 58 single-family lots on the ± 13.442 acre property in the Oakland Park Subdivision. The Preliminary Plat for Phase 4 was approved by the Planning & Zoning Board on August 17, 2015.

Discussion:

The applicant is developing Phase 4B of the Oakland Park Subdivision for a total of 58 lots on ± 13.442 acres. The plat is consistent with the preliminary plat and the approved PUD.

Recommended Action:

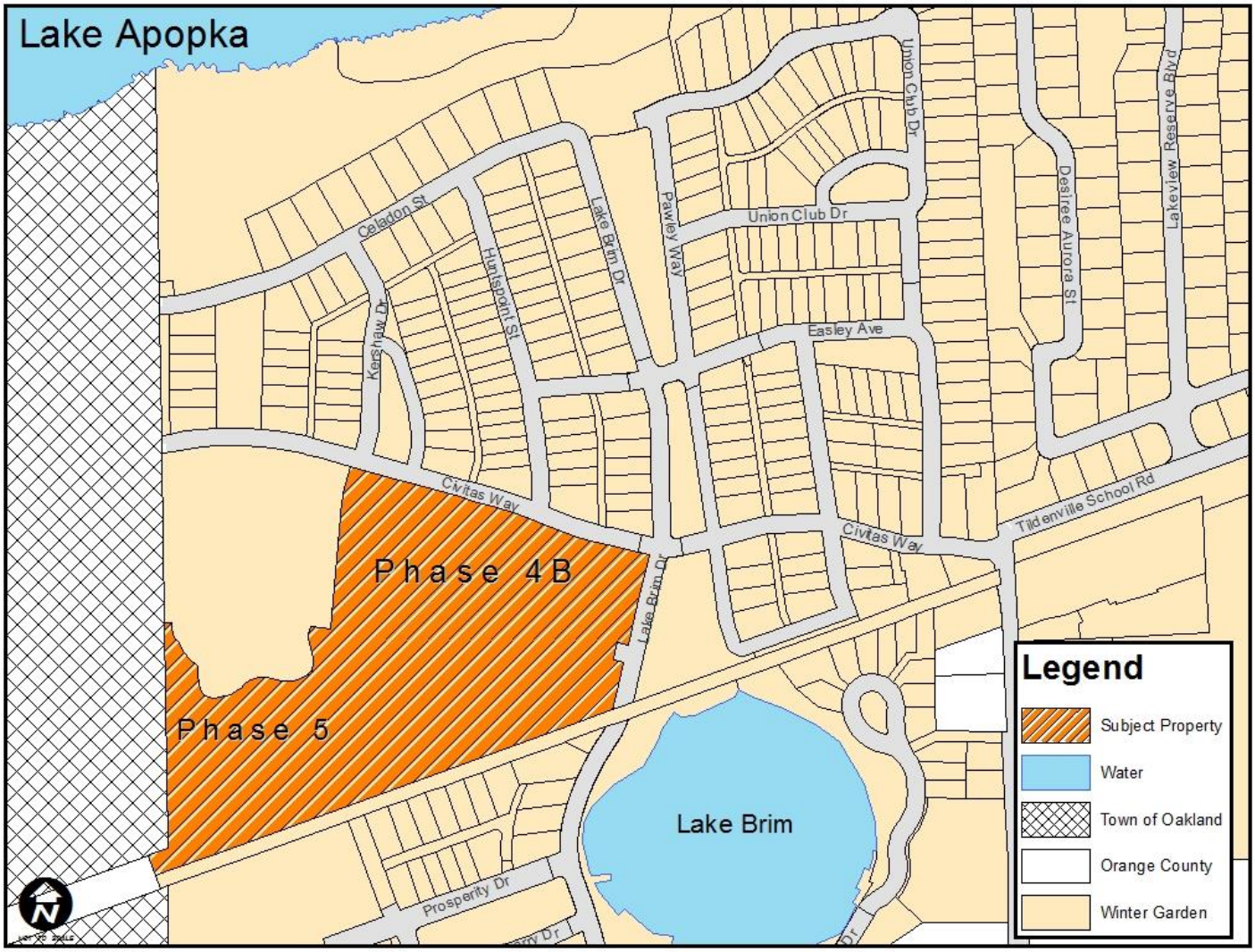
Staff recommends approval of the Oakland Park Phase 4B Final Plat, subject to conditions of the attached in the DRC Report dated 11/29/2016.

Attachment(s)/References:

Location Map
DRC Report
Final Plat

Oakland Park Phase 4B

Location Map



OAKLAND PARK UNIT 4B

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

NOTES:

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

2) AS INDICATED HEREON, THE TEN FOOT (10') DRAINAGE, UTILITY AND SIDEWALK ENCROACHMENT EASEMENT (DU&SEE) ALONG THE FRONT OF ALL LOTS AND TRACTS ABUTTING TRACT A (PUBLIC RIGHT OF WAY) AND THE THIRTEEN FOOT (13') DRAINAGE, UTILITY AND SIDEWALK ENCROACHMENT EASEMENT (DU&SEE) ALONG THE FRONT OF LOTS 250, 251 AND 276–280 ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN AND TO THE PERPETUAL USE OF THE PUBLIC. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS. NO UTILITIES, STRUCTURES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY OF WINTER GARDEN'S UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS WITHIN SAID EASEMENT AREAS. THE CITY'S EASEMENT RIGHTS SHALL BE SUPERIOR TO ALL OTHERS. OTHER UTILITY SERVICE PROVIDERS' USE OF SAID EASEMENTS FOR UTILITY PURPOSES SHALL BE SUBJECT TO THE CITY OF WINTER GARDEN'S ORDINANCES, RULES AND REGULATIONS CONCERNING THE USE OF PUBLICLY DEDICATED UTILITY EASEMENTS. THE FEE SIMPLE OWNER(S) OF THEIR RESPECTIVE LOTS OR TRACTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL ONLY BE RESPONSIBLE FOR MAINTENANCE OF SOD AND GROUND COVER WITHIN SUCH EASEMENT AREAS.

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

TRACTS 7 – 9, 22 (ALLEY TRACTS)
TRACTS 12–14 (OPEN SPACE TRACTS)

4) THIS PLAT CONSISTS OF LOTS 250–280, 317–343 AND TRACTS 7–9, 12–14 AND 22. LOTS 1–249 AND TRACTS 1–6, 10–11, 15 AND 16 HAVE BEEN INTENTIONALLY OMITTED AS THEY APPEAR IN OTHER PHASES OF OAKLAND PARK.

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

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

7) THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK, AND THE ARTICLES OF INCORPORATION FOR THE OAKLAND PARK ASSOCIATION, INC., ALL OF THE FOREGOING OF WHICH ARE RECORDED IN OFFICIAL RECORDS BOOK 10236, PAGE 1901, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS SUPPLEMENTED AND/OR AMENDED (AS THE CASE MAY BE) BY (I) THAT CERTAIN FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10249, PAGE 0580, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (II) THAT CERTAIN SECOND SUPPLEMENT AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10761, PAGE 9309, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (III) THAT CERTAIN THIRD SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 10872, PAGE 1998, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (IV) THAT CERTAIN FOURTH SUPPLEMENT AND SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 11066, PAGE 605, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (V) THAT CERTAIN FIFTH SUPPLEMENT AND THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK RECORDED IN OFFICIAL RECORDS BOOK 11028, PAGE 6853, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND (VI) THAT CERTAIN SIXTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKLAND PARK TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

8) THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. OAKLAND PARK ASSOCIATION, INC.) REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 7–9, 22 (ALLEY) AND TRACTS 12–14 (OPEN SPACE) AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE ASSOCIATION, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION, AND THE DEDICATIONS, RESTRICTIONS, AND RESERVATIONS, AS SET FORTH ON THIS PLAT. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.

9) THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 7–9, 22 (ALLEY) AND TRACTS 12–14 (OPEN SPACE) AND THE IMPROVEMENTS THEREON. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN. IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS 7–9, 22 (ALLEY) AND TRACTS 12–14 (OPEN SPACE) AND THE IMPROVEMENTS THEREON.

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

11) THE DRAINAGE EASEMENT PORTION OF THE NON–EXCLUSIVE FIVE FOOT (5') AND TWO AND ONE HALF FOOT (2.5') DRAINAGE AND UTILITY EASEMENTS (D&UE) DEPICTED ALONG THE INTERIOR, SIDE AND REAR LOT LINES OF THIS PLAT ARE PRIVATE AND ARE HEREBY DEDICATED TO THE ASSOCIATION. THE FEE SIMPLE OWNERS OF THEIR RESPECTIVE LOTS ENCUMBERED BY THE AFORESAID EASEMENTS SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD AND GROUND COVER WITHIN THE EASEMENT AREAS, AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SWALES AND DRAINAGE IMPROVEMENTS INSTALLED WITHIN SUCH EASEMENT AREAS. THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE SOD AND GROUND COVER IN SUCH EASEMENT AREAS IN THE EVENT ANY OR ALL OF SUCH SOD AND GROUND COVER ARE NOT BEING PROPERLY MAINTAINED BY THE FEE SIMPLE OWNERS OF THE RESPECTIVE LOTS.

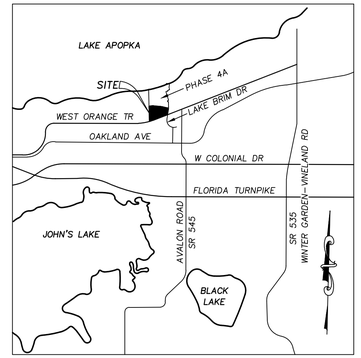
12) THE UTILITY EASEMENT PORTION OF THE NON–EXCLUSIVE FIVE FOOT (5') AND TWO AND ONE HALF FOOT (2.5') DRAINAGE AND UTILITY EASEMENTS (D&UE) DEPICTED ALONG THE INTERIOR, SIDE AND REAR LOT LINES OF THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITY IMPROVEMENTS IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID EASEMENT AREAS.

13) THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON–EXCLUSIVE EASEMENT OVER AND THROUGH TRACT 7 (ALLEY TRACT), TRACT 8 (ALLEY TRACT), TRACT 9 (ALLEY TRACT), TRACT 22 (ALLEY TRACT) AND ANY OTHER PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.

14) ANY EASEMENT DEDICATED TO THE ASSOCIATION BY THIS PLAT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY OF WINTER GARDEN.

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

VICINITY MAP
NOT TO SCALE



SHEET INDEX

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

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.

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

DESCRIPTION:

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

BEGIN AT THE SOUTHWEST CORNER OF LAKE BRIM DRIVE, TRACT F2 OF OAKLAND PARK UNIT 1A, AS RECORDED IN PLAT BOOK 70, PAGES 33–39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND THE WEST LINE OF SAID LAKE BRIM DRIVE, TRACT F2 HAVING A CENTRAL ANGLE OF 02°48'00", A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 12.22 FEET, A CHORD BEARING OF N14°37'10"E AND A CHORD DISTANCE OF 12.22 FEET; THENCE CONTINUE THE NEXT SIX (6) COURSES ALONG SAID LAKE BRIM DRIVE, TRACT F2, N13°13'09"E, 122.53 FEET; THENCE RUN N76°46'51"W, 30.38 FEET; THENCE RUN N13°13'09"E, 50.00 FEET; THENCE RUN S76°46'51"E, 30.38 FEET; THENCE RUN N13°13'09"E, 262.50 FEET; THENCE RUN N77°40'54"W, 32.01 FEET TO THE SOUTHEAST CORNER OF OAKLAND PARK UNIT 4A, AS RECORDED IN PLAT BOOK 87, PAGES 105–110; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY LINE OF OAKLAND PARK UNIT 4A, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF CIVITAS WAY, N77°40'54"W, 88.56 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 11°59'27", A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 193.58 FEET, A CHORD BEARING OF N71°41'11"W AND A CHORD DISTANCE OF 193.23 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 08°38'19", A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 131.92 FEET, A CHORD BEARING OF N70°00'37"W AND A CHORD DISTANCE OF 131.80 FEET; THENCE RUN N74°19'46"W, 426.05 FEET TO THE EASTERLY LINE OF TRACT 16, OAKLAND PARK UNIT 4A; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY LINE OF SAID TRACT 16 AND IT'S SOUTHERLY EXTENSION THEREOF, S15°40'14"W, 77.80 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 10°17'35", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 22.46 FEET, A CHORD BEARING OF S10°31'26"W AND A CHORD DISTANCE OF 22.43 FEET; THENCE RUN S05°22'39"W, 539.65 FEET ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°20'57", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 276.52 FEET, A CHORD BEARING OF S07°17'40"E AND A CHORD DISTANCE OF 274.27 FEET; THENCE RUN S19°58'09"E, 53.31 TO THE NORTH LINE OF PARCEL 109C OF THE WEST ORANGE TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 5577, PAGE 1483; THENCE RUN N70°01'51"E ALONG SAID NORTH LINE, 803.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13.442 ACRES MORE OR LESS.

LEGEND

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

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

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

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

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

PLAT BOOK PAGE

OAKLAND PARK UNIT 4B
DEDICATION

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

IN WITNESS WHEREOF, the Owner has caused these presents to be executed and acknowledged by its undersigned, thereunto duly authorized on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of

_____
Signature
Print Name: _____

_____
Signature
Print Name: _____

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

By: _____
THOMAS D. CUNNINGHAM
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by THOMAS D. CUNNINGHAM, as Vice President of LAKE APOPKA 2012, LLC., a Delaware Limited Liability Company.

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

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

_____
Signature of Person Taking Acknowledgment

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

CERTIFICATE OF APPROVAL BY MUNICIPALITY

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

_____
Mayor

Attest: _____
City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

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

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

Date: _____

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

CERTIFICATE OF REVIEW BY CITY SURVEYOR

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

_____
City Surveyor Date

_____ _____
Printed name: LS number

CERTIFICATE OF COUNTY COMPTROLLER

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

County Comptroller in and for Orange County, Florida

By: _____

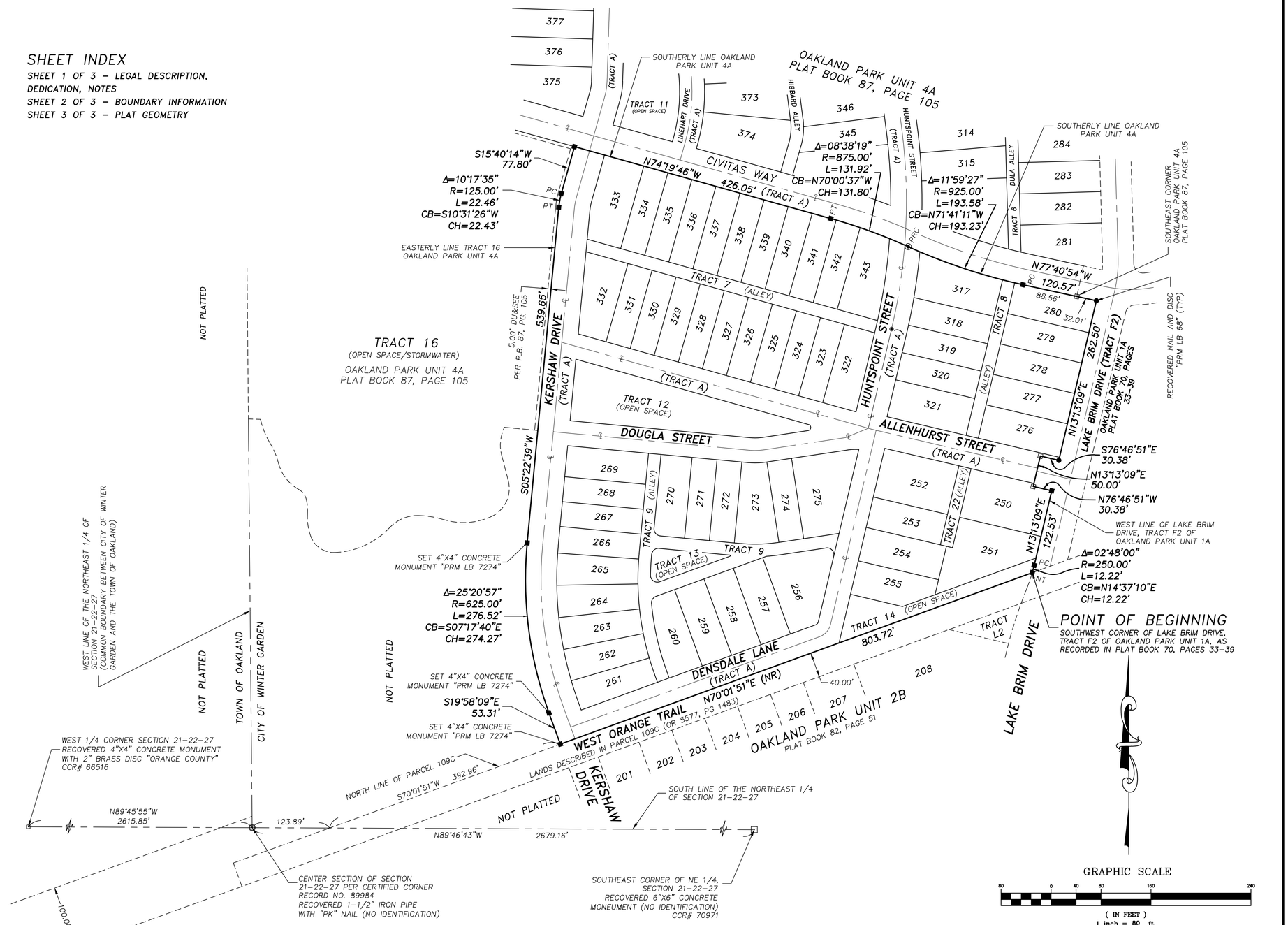
OAKLAND PARK UNIT 4B

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

PLAT BOOK PAGE

SHEET INDEX

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



GRAPHIC SCALE

80 0 40 80 160 240

(IN FEET)
1 inch = 80 ft.

- ⊡ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 68", UNLESS NOTED OTHERWISE.
- ■ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 7274", UNLESS NOTED OTHERWISE.
- ● DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A NAIL AND DISC STAMPED "PCP LB 68", UNLESS NOTED OTHERWISE.
- ◉ DENOTES SET PERMANENT REFERENCE POINT, A NAIL AND DISC STAMPED "PCP LB 7274", UNLESS NOTED OTHERWISE.

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.

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

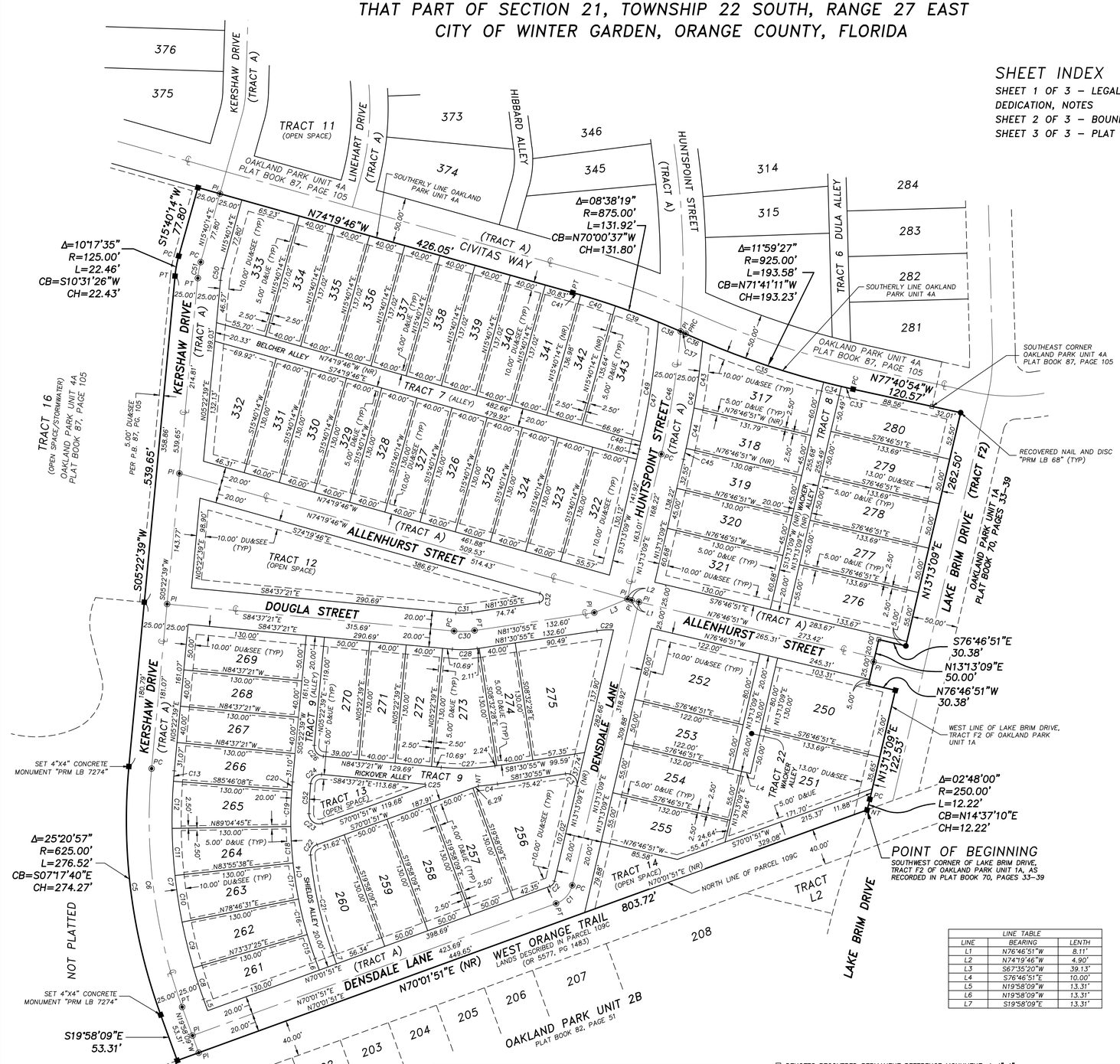
PLAT BOOK PAGE

OAKLAND PARK UNIT 4B

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

SHEET INDEX

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



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CH. BEARING
C1	56°48'42"	28.00'	27.76'	26.64'	N41°37'30"E
C2	56°48'42"	8.00'	7.93'	7.61'	N41°37'30"E
C3	111°42'14"	11.00'	21.45'	18.21'	N42°37'58"W
C4	04°34'47"	263.00'	21.02'	21.02'	N83°48'19"E
C5	25°20'57"	625.00'	276.52'	274.27'	S07°17'40"E
C6	25°20'57"	600.00'	265.46'	263.30'	S07°17'40"E
C7	25°20'57"	575.00'	254.40'	252.33'	S07°17'40"E
C8	03°35'33"	575.00'	36.05'	36.05'	S18°10'22"E
C9	05°09'07"	575.00'	51.70'	51.69'	S13°48'02"E
C10	05°09'07"	575.00'	51.70'	51.69'	S08°38'55"E
C11	05°09'07"	575.00'	51.70'	51.69'	S03°29'48"E
C12	05°09'07"	575.00'	51.70'	51.69'	S01°39'19"W
C13	01°08'56"	575.00'	11.53'	11.53'	S04°48'20"W
C14	25°20'48"	445.00'	196.86'	195.26'	S07°17'45"E
C15	03°35'33"	445.00'	27.90'	27.90'	S18°10'22"E
C16	05°09'07"	445.00'	40.01'	40.00'	S13°48'02"E
C17	05°09'07"	445.00'	40.01'	40.00'	S08°38'55"E
C18	05°09'07"	445.00'	40.01'	40.00'	S03°29'48"E
C19	05°09'07"	445.00'	40.01'	40.00'	S01°39'19"W
C20	01°08'47"	445.00'	8.90'	8.90'	S04°48'16"W
C21	14°47'26"	425.00'	109.71'	109.41'	S12°34'26"E
C22	75°12'32"	11.00'	14.44'	13.42'	S32°25'34"W
C23	110°54'00"	11.00'	21.29'	18.12'	S54°31'09"E
C24	90°00'00"	11.00'	17.28'	15.56'	S50°22'39"W
C25	154°39'12"	1.00'	2.70'	1.95'	N07°17'45"W
C26	90°00'00"	11.00'	17.28'	15.56'	S39°37'21"E
C27	13°51'44"	243.00'	58.79'	58.65'	N88°26'47"E
C28	13°51'44"	113.00'	27.34'	27.27'	N88°26'47"E
C29	11°55'56"	87.00'	18.12'	18.09'	S87°28'54"W
C30	13°51'44"	93.00'	22.50'	22.45'	N88°26'47"E
C31	13°51'44"	73.00'	17.66'	17.62'	N88°26'47"E
C32	155°50'42"	5.00'	13.60'	9.78'	N03°35'35"E
C33	00°48'50"	925.00'	13.14'	13.14'	S77°16'29"E
C34	01°14'20"	925.00'	20.00'	20.00'	S76°14'54"E
C35	08°40'36"	925.00'	140.08'	139.94'	S71°17'26"E
C36	01°15'41"	925.00'	20.36'	20.36'	S66°19'18"E
C37	00°23'51"	875.00'	6.07'	6.07'	N65°53'23"W
C38	01°43'45"	875.00'	26.41'	26.40'	N66°57'11"W
C39	03°17'25"	875.00'	50.25'	50.24'	N69°27'46"W
C40	02°37'15"	875.00'	40.03'	40.02'	N72°25'06"W
C41	00°36'03"	875.00'	9.18'	9.18'	N74°01'45"W
C42	08°07'56"	925.00'	131.29'	131.18'	N09°09'12"E
C43	04°34'16"	925.00'	73.80'	73.78'	N07°22'22"E
C44	02°47'23"	925.00'	45.04'	45.03'	N11°03'11"E
C45	00°46'17"	925.00'	12.45'	12.45'	N12°50'01"E
C46	08°40'18"	900.00'	136.21'	136.08'	N08°53'01"E
C47	09°31'13"	875.00'	140.81'	140.65'	N08°36'34"E
C48	00°32'17"	875.00'	8.22'	8.22'	N12°57'01"E
C49	08°40'55"	875.00'	132.59'	132.46'	N08°20'25"E
C50	10°17'35"	75.00'	13.47'	13.46'	S10°31'26"W
C51	10°17'35"	100.00'	17.96'	17.94'	S10°31'26"W
C52	04°27'36"	425.00'	33.08'	33.08'	S03°09'39"W

LINE TABLE		
LINE	BEARING	LENTH
L1	N76°46'51"W	8.11'
L2	N74°19'46"W	4.90'
L3	S67°35'20"W	39.13'
L4	S76°46'51"E	10.00'
L5	N19°58'09"W	13.31'
L6	N19°58'09"W	13.31'
L7	S19°58'09"E	13.31'

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.

- ⊡ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 68", UNLESS NOTED OTHERWISE.
- ■ DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 7274", UNLESS NOTED OTHERWISE.
- ● DENOTES RECOVERED PERMANENT REFERENCE MONUMENT, A NAIL AND DISC STAMPED "PCP LB 68", UNLESS NOTED OTHERWISE.
- ◉ DENOTES SET PERMANENT REFERENCE POINT, A NAIL AND DISC STAMPED "PCP LB 7274", UNLESS NOTED OTHERWISE.

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

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

(407) 656-4111 - FAX (407) 877-2363

M E M O R A N D U M

TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: NOVEMBER 29, 2016
SUBJECT: OAKLAND PARK P.U.D. – LAKE APOPKA 2012, LLC (CRESCENT RESOURCES, LLC) REVIEW OF REVISED FINAL PLAT - PHASE 4B

Pursuant to your request, we have reviewed the final plat information received 9/14/16 for compliance with the City's subdivision requirements. Our review has been limited to the overall engineering issues and does not include review for compliance with F.S. Chapter 177 that is being performed by the City's Reviewing Surveyor and City Attorney. This is being submitted in response to our preliminary plat comments of 7/21/15, final construction plan review of 2/14/16, final plat review of 7/17/16 and DRC meeting of 7/20/16. This review reflects the request for reduction in the performance bond.

ENGINEERING

Please have the Applicant address the following underlined comments in future submittals; non underlined comments will become conditions of approval if approved:

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. Dedication (Sheet 1): Coordinate wording with City Attorney. Tracts (to HOA and City) shall be conveyed via fee simple warranty deed.

3. Tracts that contain required landscape buffers, drainage, walls (retaining or screen), community signage, etc. shall be so noted (i.e. Wall, landscape, and drainage easement), to be maintained by the HOA.

4. Transfer of all common areas, tracts, and rights-of-way to the HOA and the City shall take place prior to or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.

5. 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.

6. Performance Bond: The improvements are not completed. A Performance bond or letter of credit in the amount of **120**% of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification, executed construction contract, and latest payment application. Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy; street and regulatory signs, required landscaping, second lift of asphalt, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Final plat will not be forwarded to the City Commission for approval without performance bond. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).

Based on the Design Engineer's revised certification of cost of incomplete improvements of $362,323.88, the Performance Bond shall be **$434,788.66**, representing 120% of the incomplete improvements cost.

7. 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. Based on the Design Engineer's certification of cost of $1,453,954, the Maintenance Bond shall be **$290,790.80**, representing 20% of the cost. This shall be backed up by the Contractor's final pay application, for verification of warranty amount. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).

8. While portions of the right-of-way may be dedicated to the City, maintenance of special pavements, landscaping, irrigation, hardscaping, etc. shall be performed by the HOA under an R/W maintenance agreement. A draft R/W Maintenance Agreement was submitted for review and approval by the City Attorney – completion and recording is a condition of final plat approval.

9. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.

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, 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.

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.

14. Design Engineer has provided certification that he has reviewed the plat and that it provides all necessary easements for drainage, access and utilities.

PLANNING

15. All lots with façades adjacent to the West Orange Trail must have the same architectural treatments as the front façade of the primary structure; this includes any façades on detached garages and/or other accessory buildings.

16. Lot Envelope plans are subject to change if issues regarding configuration arise.

PUBLIC SERVICES

17. No additional comments at this time.

CITY ATTORNEY

18. Please see attached memo from the City Attorney, Daniel Langley.

CITY SURVEYOR

19. Please see attached memo from the City Surveyor, Ed Johnson.

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

FISHBACK DOMINICK

ATTORNEYS AT LAW

1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

G. BEN FISHBACK (1893-1983)
JULIAN K. DOMINICK (1924-2003)

MARK F. AHLERS
* A. KURT ARDAMAN
JOHN F. BENNETT
CHRISTOPHER R. CONLEY
RICHARD S. GELLER
LANCE D. KING
* DANIEL W. LANGLEY
MICHAEL D. TEMPKINS

OF COUNSEL
GAYLE A. OWENS
CHARLES R. STEPTER, JR.

TEL (407) 262-8400
(407) 425-2786
FAX (407) 425-2863
WWW.FISHBACKLAW.COM

* FLORIDA BAR BOARD CERTIFIED IN CITY, COUNTY AND LOCAL GOVERNMENT

September 22, 2016

Via E-Mail

Jessica Frye, Planner I
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Re: Oakland Park Unit 4B Final Plat
Our File No.: W500-24053

Dear Jessica:

Pursuant to your request, we have conducted a review of the revised proposed final plat and supporting documents for Oakland Park Unit 4B and offer the following comments:

1. The developer shall provide an original maintenance guarantee in the form of a bond, irrevocable letter of credit or cash deposit in favor of and acceptable to the City for which we have received an incomplete draft form. Subject to approval by the city engineer, said maintenance guarantee may be provided after final plat approval, but before issuance of a certificate of occupancy. Said maintenance guarantee shall, at a minimum, be in the amount of 20 percent of the construction cost of (i) the required subdivision improvements to be dedicated or conveyed to the city, (ii) the offsite public infrastructure improvements constructed or installed by the developer, and (iii) the private community subdivision infrastructure improvements. The maintenance guarantee shall provide for the developer's guarantee of all such improvements, including its materials, workmanship, structural integrity, and functionality and require developer's repair, replacement and correction of damage and defects to such improvements for at least a period of two (2) years from the date of final acceptance by the city. Prior to the city engineer issuing a certificate of completion for such improvements, the developer shall cause the design engineer of record to provide a signed and sealed certification to the city that all subdivision improvements to be dedicated or conveyed to the city, offsite public infrastructure improvements, and private community subdivision infrastructure improvements constructed or installed by the developer have been completed in accordance with approved design and construction plans.

2. Pursuant to Section 110-4(c) of the City Code, prior to final plat approval the City will need to be furnished with a final release of all liens for all labor and materials. In the alternative, a performance bond may be posted which is available to the City, for which we have received an incomplete draft form, or an irrevocable letter of credit may be issued in a sufficient amount to ensure such completion of the required improvements as approved by the City Engineer.

If a letter of credit or performance bond for completion of improvements is required, a copy of such must be provided to the City Attorney and City Engineer for review and approval. The required original letter of credit or performance bond in form and amount acceptable to the City must be provided within a reasonable time for City review prior to the City Commission hearing on the plat.

In any event, a Certificate will need to be issued by the City Engineer certifying that the subdivider has complied with one of the alternatives listed in Section 110-152(2) of the City Code as follows:

(1) All improvements have been installed in accord with the requirements of this section and with the action of the planning and zoning board giving conditional approval; or

(2) A bond, irrevocable letter of credit, cash deposits, or certificate check has been posted, which is available to the city, and in sufficient amount to ensure such completion of all required improvements, said amount being at least equal to one hundred twenty (120) percent of the estimated cost of completion.

3. The form of the Non-Exclusive Drainage Easement Agreement is acceptable; however, the exhibits, including the easement area sketch and legal description, for this agreement are missing. Please have the applicant provide the exhibits. The original executed easement agreement and the mortgagees' joinders and consents thereto must be submitted to the City prior to the scheduling of the plat for consideration by the Commission.

4. We are in receipt of <u>unexecuted</u> copies of the following plat related documents which are acceptable in form:

- Affidavit and Indemnity form;
- Affidavits Certifying Absence of Reserve Strips;
- Joinders and Consents to Plat;
- Partial Releases of Mortgage;
- Right-of-Way Maintenance Agreement;
- Warranty Deed for Tract A to the City;
- Quit Claim Deed to Association;
- Sixth Supplement to Amended & Restated Declaration;

The original executed versions of these documents must be provided to the City prior to scheduling the final plat for City Commission approval.

5. We have not been provided with the Statement of Lien Settlement Requirements. Please submit. Also, the original version must be provided to the City prior to scheduling the final plat for City Commission approval.

6. With respect to the draft plat, the following corrections need to be made:

(a) Remove the dedication of Tract A to the City and the public in the Dedication block, as Tract A is to be conveyed in fee simple to the City as indicated in the plat notes.

7. Payment of all required fees, deposits and costs may be applicable or required pursuant to the code, and other applicable laws, ordinances, and regulations shall be paid and evidence of such shall be sent to the City prior to final plat approval.

8. The Orange County Comptroller requires a disclosure form (property transfer information form) explaining the reason minimum documentary stamp taxes are being paid on deeds to be recorded. The applicant is required to provide my office with the completed disclosure forms for use in recording the deed(s). The applicant's representatives may contact my paralegal, Michelle Lindsay, for more information.

9. After approval by the City Commission, the executed plat mylar and all original executed plat related documents that are to be recorded in the public records need to be provided to my office (e.g. deeds, easement agreement, statement of lien settlement, joinders, releases, etc.). Thereafter, my office will calculate the recording costs for the plat and plat related documents and provide the developer's representative with such estimated recording costs. The developer shall be required to provide my office with two separate checks made payable to the Orange County Comptroller to cover all recording costs.

10. It is the responsibility of the subdivider to ensure that all applicable requirements of the City Code and Florida Statutes relative to the subdividing and development of property are met prior to final plat approval. In order to assist the subdivider in addressing the foregoing comments, it is suggested that the applicant review Chapter 110 of the Winter Garden Code of Ordinances and Chapter 177, Florida Statutes. Furthermore, to expedite the review, it is recommended that the subdivider respond to each of the foregoing comments referencing the date of this letter and the comment number.

We reserve the right to make additional comments upon future submittals and after receipt of review comments from other City staff members. If you have any questions, please let me know.

Sincerely,

Daniel W. Langley

cc: (Via e-mail)
Ed Williams
Art Miller
Don Cochran
Steve Pash
Kelly Carson

S:\AKA\CLIENTS\WINTER GARDEN\OAKLAND PARK UNIT 4 W500-24053\PLAT REVIEW PHASE 4B\J FRYE PLAT REVIEW LTR 9-16-16.DOCX

ALLEN & COMPANY
Professional Surveyors & Mappers

September 29, 2016

City of Winter Garden
Community Development Department
Planning & Zoning Department
300 West Plant Street
Winter Garden, Florida 34787

Re: Oakland Park Phase 4B
First Review

Attn: Ms. Jessica Frye, Planner I

Dear Ms. Frye

We have reviewed the aforementioned plat for compliance to Florida Statutes, Chapter 177, Florida Administrative Code as well as those requirements required by the City of Winter Garden. Below are our comments:

Cover Sheet, Sheets 2 and 3

1. The plat and Plat boundary survey still do not agree. The 6th line of legal reads "N14-37-10-E, on the plat and reads "S 14 37 10" W on the plat boundary survey. The south line of the plat and plat boundary survey still do not agree. The plat boundary survey is not tied to the section line.

2. Should note 2 read "the 10 foot (10') and thirteen foot (13') drainage, utility and sidewalk encroachment easements? The way the note currently reads it sounds like lots 250 - 251 and 276 - 280 have both a 10' easement and a 13' easement. We would recommend deleting the lot numbers and state the 10 and 13' as shown hereon. If the City agrees that they are satisfied with the language we will remove the comment.

3. Title opinion makes reference to the property Being subject to 3 separate easements (E1 through E3). Nothing shown on plat or boundary survey to address these.

Please feel free to contact us with any questions regarding these comments,

Regards,

Samuel Edward (Ed) Johnson, IV,
Project Manager, P.S.M. 5510

16 E Plant Street ■ Winter Garden, Florida 34787 ■ 407/654/5355 ■ FAX 407/654/5356

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager, Mike Bollhoefer

Date: November 30, 2016 **Meeting Date:** December 6, 2016

Subject: **Final Plat**
Oxford Chase

Issue:

Applicant is requesting to record the Final Plat of 103 single-family lots known as the Oxford Chase subdivision. The Preliminary Plat was approved by the Planning & Zoning Board on June 1, 2015.

Discussion:

The applicant is developing the property known as Oxford Chase with 103 single-family lots. The Final Plat is consistent with the Preliminary Plat and the PUD Zoning regulations found in Ordinance 14-33.

Recommended Action:

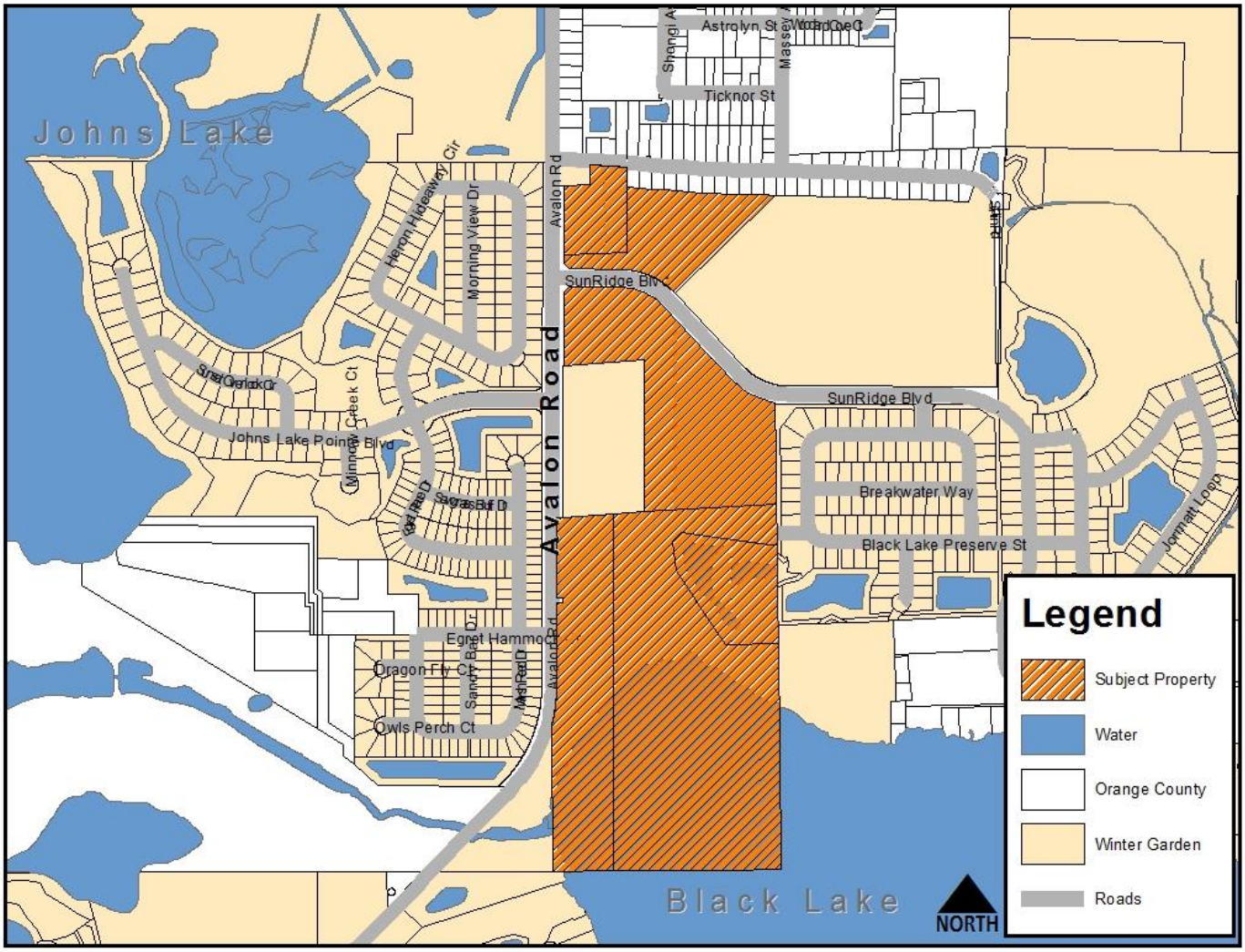
Staff recommends approval of the Oxford Chase Final Plat, subject to conditions of the attached DRC Report dated11/30/2016.

Attachment(s)/References:

Location Map
DRC Report
Final Plat

Oxford Chase Subdivision

Location Map



OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

DESCRIPTION:

PARCEL "A":

That part of Sections 27 and 34, Township 22 South, Range 27 East, Orange County, Florida, described as follows.

Commence at the Southwest corner of Section 27, Township 22 South, Range 27 East and run N00°07'58"E, along the West line of the Southwest 1/4 of said Section 27 a distance of 185.64 feet; thence departing said line run N85°21'34"E along the North line of the South 185.00 feet of said Southwest 1/4 a distance of 62.80 feet to the POINT OF BEGINNING, said point being on the East right-of-way line of Avalon Road as described in Official Records Book 10115, Page 702, of the Public Records of Orange County, Florida; thence N00°03'54"E along said East right-of-way line 415.58 feet to the Southerly right-of-way line of Sunridge Boulevard, as described in said Official Records Book 10115, Page 702; thence run the following courses along said Southerly right-of-way line: N45°05'56"E, 42.40 feet; thence S89°52'02"E, 277.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 350.00 feet and a chord bearing of S66°25'11"E; thence Southeasterly along the arc of said curve through a central angle of 46°53'42" for a distance of 286.47 feet to the point of tangency; thence S42°58'20"E, 550.59 feet to the point of curvature of a curve concave Northeasterly having a radius of 450.00 feet and a chord bearing of S61°39'33"E; thence Southeasterly along the arc of said curve through a central angle of 37°22'27" for a distance of 293.53 feet to a non-tangent point on the East line of the West 1/2 of the Northwest 1/4 of Section 34, Township 22 South, Range 27 East; thence S00°43'04"E along said East line 2629.87 feet; thence S89°35'22"W along the South line of the Northwest 1/4 of said Section 34 for a distance of 942.77 feet; thence N00°05'12"W along the East line of the West 342.00 feet of said Northwest 1/4 of Section 34 for a distance of 2009.78 feet; thence N86°25'13"E along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 34 for a distance of 173.48 feet; thence N00°05'12"W along the East line of the West 515.00 feet of the Northwest 1/4 of said Section 34 for a distance of 673.20 feet to the South line of the Southwest 1/4 of said Section 27, Township 22 South, Range 27 East; thence N00°07'58"E along the East line of the West 515.00 feet of said Southwest 1/4 of Section 27 for a distance of 185.64 feet; thence S85°21'34"W along the aforesaid North line of the South 185.00 feet of the Southwest 1/4 of Section 27 for a distance of 453.99 feet to the POINT OF BEGINNING.

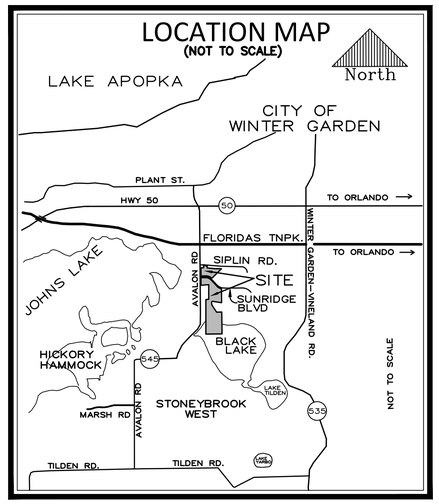
Containing 62.732 acres more or less including that part lying in Black Lake.

PARCEL B:

That part of Section 27, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Section 27, Township 22 South, Range 27 East and run N00°07'58"E along the West line of the Southwest 1/4 of said Section 27 for a distance of 1203.28 feet; thence departing said West line run N87°56'36"E along the South line of the North 130.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27 for a distance of 61.42 feet to the East right-of-way line of Avalon Road, as described in Official Records Book 10115, Page 702, of the Public Records of Orange County, Florida, and to the POINT OF BEGINNING; thence continue N87°56'36"E along said South line, 148.16 feet; thence N00°07'58"E along the East line of the West 209.43 feet of said Southwest 1/4 of the Southwest 1/4 for a distance of 111.33 feet to a point of the South right-of-way line of Siplin Road, as described in Official Records Book 3886, Page 3445, of said Public Records, said point being on a non-tangent curve concave Southerly having a radius of 4247.81 feet and a chord bearing of S86°36'17"E; thence Easterly along the arc of said curve and said right-of-way line through a central angle of 02°34'54" a distance of 191.40 feet to the point of tangency; thence S85°18'50"E along said right-of-way line 20.23 feet to the West line of SIPLIN HEIGHTS, as recorded in Plat Book 21, Pages 49 and 50, of said Public Records; thence S00°07'50"W along said West line 110.39 feet to the Southwest corner of said SIPLIN HEIGHTS; thence S85°18'29"E along the South line of said SIPLIN HEIGHTS, 457.01 feet; thence S88°35'49"E along said South line 375.54 feet; thence S45°33'44"W along the Northwesterly line of lands described in Official Records Book 7901, Page 3020, of said Public Records, 787.72 feet to a point on a non-tangent curve concave Southwesterly having a radius of 450.00 feet and a chord bearing of N67°09'10"W, said point also being on the Northerly right-of-way line of Sunridge Boulevard, as described in Official Records Book 10115, Page 702, of said Public Records; thence Northwesterly along the arc of said curve and said right-of-way line through a central angle of 45°25'44" a distance of 356.80 feet to the point of tangency; thence N89°52'02"W along said right-of-way line 278.02 feet; thence N44°54'04"W along said right-of-way line 42.45 feet; thence N00°03'54"E along the aforesaid East right-of-way line of Avalon Road, 439.17 feet to the POINT OF BEGINNING.

Containing 11.181 acres more or less.
Together containing 73.913 acres more or less.



NOTES:

1. Bearings based on the West line of the Southwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida, being N00°07'58"E, an assumed meridian.

2. All lines intersecting curves are non-radial unless noted as (R) = Radial.

3. Tracts R1 and R2 are Private Roadways to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

4. There is hereby granted and dedicated for the benefit of the City of Winter Garden and other public service and emergency service providers, a non-exclusive easement over and through Tracts R1 and R2 (Private Roadways) and any other privately owned internal roads, alleys, paved areas and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public services and emergency services to the Subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services. The City of Winter Garden is hereby granted and dedicated a non-exclusive drainage and utilities easement over, under, across and through Tracts R1 and R2. The City of Winter Garden shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Area and The Residences at Oxford Chase Homeowners Association, Inc. shall be responsible for the maintenance of all drainage improvements within Tracts R1 and R2.

5. Tract A is a Conservation Area tract to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc. with development rights dedicated to the City of Winter Garden. No construction, clearing, grading or alteration is permitted without the prior approval from the City of Winter Garden or any other applicable jurisdictional agencies. Subject to matters of the existing Conservation Easement recorded in Document Number 20160393125, of the Public Records of Orange County, Florida.

6. Tract B is a Stormwater Management Area and Passive Recreation tract to be owned, operated and maintained by The Residences at Oxford Chase Homeowners Association, Inc. Further, a non-exclusive perpetual drainage easement is granted over, under, across and through Tract B and the improvements thereon to the City of Winter Garden for the conveyance, retention, and treatment of stormwater for the benefit of the Sunridge Road right-of-way and surrounding lands. The City will convey stormwater to Tract B through the adjacent 25 foot drainage easement in favor of the City of Winter Garden recorded at OR Book 10115, Page 712. The Residences at Oxford Chase Homeowners Association, Inc. shall, at its expense, have the obligation to operate, maintain, repair and replace the stormwater pond and other drainage improvements upon Tract B, and in no event shall the City of Winter Garden have the obligation to do so. The City of Winter Garden shall have the right to enforce The Residences at Oxford Chase Homeowners Association, Inc's obligations to maintain, repair and replace the stormwater pond and drainage improvements upon Tract B. The City and its employees and agents shall have the right of access to and from Tract B through the lands depicted on this plat in order to perform inspections of Tract B and its improvements to ensure proper operation, maintenance and repair activities by The Residences at Oxford Chase Homeowners Association, Inc. The Residences at Oxford Chase Homeowners Association, Inc. shall not interfere with the City of Winter Garden's drainage easement rights in Tract B.

7. Tracts C, M and S are Stormwater Management Area tracts to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

8. Tracts D and Q are Park tracts to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

9. Tract E is a Stormwater Management Area and Park tract to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

10. Tracts F, N and P are Open Space tracts to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

11. Tract G is a Stormwater Management Area and Landscape tract to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

12. Tracts H, U and X are Landscape tracts to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

13. Tracts J, K, T and V are Landscape and Wall tracts to be owned and maintained by The Residences at Oxford Chase Homeowners Association, Inc.

14. Tracts I, L, O and W have been intentionally omitted from this plat.

15. Each of the owners of lots as shown on this plat is a member of The Residences at Oxford Chase Homeowners Association, Inc. (the "Association"). The Association is required to maintain Tracts A, B, C, D, E, F, G, H, J, K, M, N, P, Q, S, T, U, V and X. The members of the Association are ultimately responsible for payment of the cost to maintain Tracts A, B, C, D, E, F, G, H, J, K, M, N, P, Q, R1, R2, S, T, U, V and X and all lots are subject to assessments, liens and foreclosures for non-payment.

16. The lots within this subdivision are governed by The Residences at Oxford Chase Homeowners Association, Inc. (the "Association") requiring the payment of fees and with the power to assess the lots. The Association is the owner of and/or responsible for the maintenance, repair, and replacement of all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts A, B, C, D, E, F, G, H, J, K, M, N, P, Q, R1, R2, S, T, U, V and X, and the improvements thereon. Every lot owner within this subdivision is required to be a member of the Association, and is subject to its rules and regulations, including, but not limited to the conditions, covenants, and restrictions provided for in its Declaration, and the dedications, restrictions, and reservations, as set forth on this Plat. Failure to pay such fees or assessments shall result in the attachment of a lien on the property of the owner which fails to pay such fees or assessments by the Association, which may result in the foreclosure of said property.

17. The normal high water elevation 94.9 feet (NAVD 88) was established by the Orange County Board of County Commissioners on March, 1983 per Orange County Lake Index (revised June, 2009). The normal high water line is not the same as the ordinary high water line and is used by local jurisdictions to determine building setbacks and other local governmental requirements.

18. Elevations shown hereon are based on Orange County Benchmark #C1278035, being a 2 1/2" Orange County aluminum disc in the South edge of a curb inlet at the northeast corner of Siplin Road and Avalon Road. Published elevation is 105.141 feet NAVD 88 Datum.

19. The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts A, B, C, D, E, F, G, H, J, K, M, N, P, Q, S, T, U, V and X and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired, or replaced in accordance with the standards of the City of Winter Garden Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Winter Garden exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Winter Garden. If said costs are not paid within 15 days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Winter Garden's exercise of said right, shall not impose any obligation on the City of Winter Garden to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts A, B, C, D, E, F, G, H, J, K, M, N, P, Q, R1, R2, S, T, U, V and X and the improvements thereon.

20. The Association, as owner of the subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, common properties, and amenities, and the individual lot owners to extent of their interest in the foregoing, shall release, defend, indemnify and hold the City of Winter Garden, other governmental entities and public utilities harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), or otherwise including attorney's fees and costs of suit, in connection with the reasonable use of said subdivision infrastructure, common areas, or amenities, or said parties' maintenance thereof, or said parties' exercise of rights permitted in the declaration of the homeowners association, this plat, or as otherwise permitted by law.

21. Easements within lots are hereby dedicated and established as follows unless otherwise shown:

5.00 foot wide drainage easement (in favor of the Association) and utility easement (in favor of the City of Winter Garden) along all side lot lines and rear lot lines of lots 1-65, unless otherwise shown.

10.00 foot wide drainage easement (in favor of the Association), utility easement (in favor of the City of Winter Garden) and sidewalk easement (in favor of the Association) along all lot lines abutting right-of-way lines unless otherwise shown.

22. 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. Except for authorized sidewalks, no utility structures or other improvements shall be permitted to conflict or interfere with the City of Winter Garden's utility improvements within said Easement Areas; the City's easement rights shall be superior to all others.

23. Drainage Easements are reserved for the Association, its successors and assigns. Any and all drainage facilities within the area of the Drainage Easement shall be maintained in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Oxford Chase to be recorded in the Public Records of Orange County, Florida. There shall be no modifications to swales within said Drainage Easements without the prior consent of City of Winter Garden and the Association.

24. Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

25. All development shall be in accordance with and subject to the City of Winter Garden Land Development Code, as amended from time to time, and all federal, state, county and city rules, regulations, ordinances, provisions and approvals. Nothing therein shall be construed to waive any provision of the Winter Garden Land Development Code.

26. Due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SJRWMD, City of Winter Garden, property owner and the Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

27. No portion of this Dedication shall endorse, allow or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law.

28. No easement dedicated by this plat, including without limitation, to the City of Winter Garden, the public or to any homeowners' association, shall be terminated or modified without the prior written approval of the City of Winter Garden.

29. The Declaration of Covenants, Conditions, Restrictions and Easements for Oxford Chase encumbering the lands shown on this plat to be recorded in the Public Records of Orange County, Florida, and all subsequent amendments and supplements thereto independently establishes easements over portions of the lands being platted hereunder.

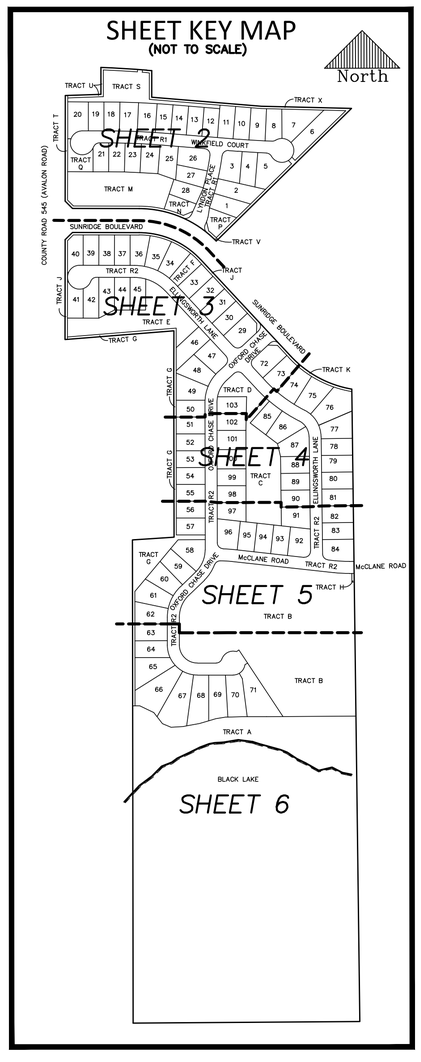
30. Vehicular access rights from Tracts J and T to Avalon Road and from Tracts J, K, T and V to Sunridge Boulevard are dedicated to the City of Winter Garden through the City of Winter Garden permitting process.

31. Drainage Easement Agreement between City of Winter Garden and Mattamy Orlando, LLC recorded in Official Records Book 10997, Page 1753 of the Public Records of Orange County, Florida, shall automatically terminate upon recording of this plat in the Public records of Orange County, Florida.

32. By approval of this plat, the City of Winter Garden hereby confirms the termination of the temporary construction easement recorded in the Public records of Orange County, Florida.

33. The 5.00' Wall Easement shown on lots 29 and 72, is hereby dedicated to and shall be maintained by The Residences at Oxford Chase Homeowners Association, Inc.

34. The Drainage Easement shown on the rear of lots 66 through 71, is hereby dedicated to and shall be maintained by the The Residences at Oxford Chase Homeowners Association, Inc.



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.

PREPARED BY:

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

PLAT BOOK PAGE

OXFORD CHASE
DEDICATION

KNOW ALL BY THESE PRESENTS, that Mattamy Orlando, LLC, a Delaware limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the easements, rights, uses and purposes therein expressed including as set forth in the plat notes.

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

Signed, sealed and delivered in the presence of:

Signature _____
Print Name: _____

Signature _____
Print Name: _____

By: Mattamy Orlando, LLC
a Florida Limited Liability Company
1900 Summit Tower Boulevard
Orlando, Florida 32810

By: _____
NAME
TITLE

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____ , 2016, by ____, its _____, on behalf of the Corporation.

He
☐ is personally known to me or...
☐ has produced_____ as identification, and DID or DID NOT take an oath.

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

_____
Signature of Person Taking Acknowledgment

Print Name: _____
Notary Public
Commission No. _____
My Commission Expires:

CERTIFICATE OF APPROVAL BY MUNICIPALITY

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

.....
Mayor

Attest: .....
City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

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

DONALD W. McINTOSH ASSOCIATES, INC.
Certificate of Authorization Number LB68
2200 Park Avenue North, Winter Park, Fl 32789

Date:.....BY:.....
Robert "Tyler" Sears
Florida Registered Surveyor and Mapper
Certificate No. 6950

CERTIFICATE OF REVIEW BY CITY SURVEYOR

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

.....

City Surveyor PSM#..... Date:
Printed Name:.....

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on_____ as File No. _____

County Comptroller in and for Orange County, Florida

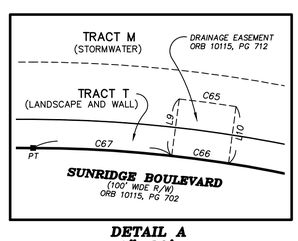
BY: _____

OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK PAGE

LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)



DETAIL A
1"=30'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°04'01"E	25.00'
L2	S01°13'04"W	11.54'
L3	N89°56'06"W	13.92'
L4	N44°26'16"W	18.28'
L5	S44°26'16"E	18.28'
L6	S12°55'27"E	38.20'
L7	S67°51'16"W	42.81'
L8	S08°45'30"W	38.35'
L9	N07°35'09"E	20.00'
L10	N07°35'09"E	20.00'
L11	S56°09'04"E	23.05'
L12	S00°07'58"W	22.35'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1000.00'	20°07'00"	351.10'	349.30'	N14°45'20"E
C2	2995.00'	4°37'31"	241.77'	241.70'	N87°37'14"W
C3	3000.00'	2°20'18"	122.44'	122.43'	S86°28'38"E
C4	450.00'	24°00'28"	188.56'	187.18'	N77°51'48"W
C5	450.00'	7°40'52"	60.33'	60.28'	N62°01'08"W
C6	450.00'	6°58'44"	54.81'	54.78'	N54°41'20"W
C7	450.00'	6°45'40"	53.10'	53.07'	N47°49'08"W
C8	25.00'	89°41'02"	39.13'	35.26'	N69°17'55"E
C9	975.00'	8°23'48"	142.88'	142.76'	N11°54'46"E
C10	25.00'	93°01'21"	40.59'	36.28'	N38°47'48"W
C11	2970.00'	4°37'31"	239.75'	239.69'	N87°37'14"W
C12	25.00'	70°31'44"	30.77'	28.87'	S54°48'09"W
C13	50.00'	250°31'44"	218.63'	81.65'	S35°11'51"E
C14	3020.00'	4°37'31"	243.79'	243.72'	N87°37'14"W
C15	2975.00'	2°40'00"	138.46'	138.45'	S86°38'29"E
C16	25.00'	34°28'18"	15.04'	14.82'	N74°47'22"E
C17	50.00'	273°57'02"	239.07'	68.23'	N14°31'45"E
C18	25.00'	59°03'46"	25.77'	24.65'	N58°01'37"W
C19	3025.00'	2°15'01"	118.81'	118.80'	S86°26'00"E
C20	25.00'	87°15'56"	38.08'	34.50'	S51°03'33"W
C21	1025.00'	12°36'33"	225.57'	225.12'	N13°43'52"E
C22	63.00'	14°13'19"	15.64'	15.60'	N15°52'10"E
C23	1035.00'	1°03'42"	19.18'	19.18'	N23°30'40"E
C24	25.00'	75°14'30"	32.83'	30.52'	S13°34'43"E

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C25	975.00'	0°16'45"	4.75'	4.75'	N15°58'17"E
C26	975.00'	4°15'24"	72.44'	72.42'	N13°42'13"E
C27	975.00'	3°51'38"	65.70'	65.68'	N09°38'41"E
C28	2970.00'	0°21'24"	18.49'	18.49'	N85°29'11"W
C29	2970.00'	1°30'57"	78.58'	78.58'	N86°25'22"W
C30	2970.00'	1°18'24"	67.74'	67.74'	N87°50'02"W
C31	2970.00'	1°18'24"	67.74'	67.74'	N89°08'27"W
C32	2970.00'	0°08'21"	7.21'	7.21'	N89°51'49"W
C33	50.00'	6°30'25"	5.68'	5.68'	N22°47'29"E
C34	50.00'	174°05'41"	151.93'	99.87'	S66°54'28"E
C35	4247.81'	1°59'14"	147.33'	147.33'	N86°54'07"W
C36	50.00'	69°55'38"	61.02'	57.31'	S55°06'11"W
C37	3020.00'	0°58'24"	51.30'	51.30'	N89°26'48"W
C38	3020.00'	1°24'40"	74.38'	74.38'	N88°15'15"W
C39	3020.00'	1°24'40"	74.38'	74.38'	N86°50'35"W
C40	3020.00'	0°49'46"	43.72'	43.72'	N85°43'22"W
C41	2975.00'	0°48'06"	41.62'	41.62'	S85°42'32"E
C42	2975.00'	1°17'43"	67.26'	67.26'	S86°45'26"E
C43	2975.00'	0°34'11"	29.58'	29.58'	S87°41'23"E
C44	50.00'	32°11'04"	28.09'	27.72'	S73°38'45"W
C45	50.00'	48°25'31"	42.26'	41.01'	N66°02'57"W
C46	50.00'	75°51'42"	66.20'	61.47'	N03°54'21"W
C47	50.00'	23°04'26"	20.14'	20.00'	N45°33'44"E
C48	50.00'	94°24'19"	82.38'	73.38'	S75°41'54"E

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C49	3025.00'	0°41'15"	36.30'	36.30'	S87°12'53"E
C50	3025.00'	1°13'53"	65.01'	65.01'	S86°15'19"E
C51	3025.00'	0°19'54"	17.51'	17.51'	S85°28'26"E
C52	1025.00'	5°23'49"	96.55'	96.51'	N10°07'30"E
C53	1025.00'	3°32'48"	63.45'	63.44'	N14°35'48"E
C54	1025.00'	3°32'46"	63.44'	63.43'	N18°08'35"E
C55	1025.00'	0°07'10"	2.14'	2.14'	N19°58'33"E
C56	1035.00'	0°11'59"	3.61'	3.61'	N23°04'49"E
C57	1035.00'	0°51'43"	15.57'	15.57'	N23°36'40"E
C58	460.00'	6°32'43"	52.55'	52.52'	N47°42'39"W
C59	460.00'	5°17'59"	42.55'	42.53'	N48°20'02"W
C60	460.00'	1°14'44"	10.00'	10.00'	N45°03'40"W
C61	460.00'	23°26'51"	188.25'	186.94'	N78°08'36"W
C62	460.00'	13°03'48"	104.88'	104.65'	N83°20'08"W
C63	460.00'	10°23'03"	83.37'	83.25'	N71°36'42"W
C64	4237.81'	1°51'04"	136.92'	136.92'	N86°49'48"W
C65	470.00'	2°26'18"	20.00'	20.00'	N82°24'55"W
C66	450.00	2°32'48"	20.00'	20.00'	N82°24'51"W
C67	450.00'	6°10'42"	48.52'	48.50'	N86°46'36"W
C68	4247.81'	0°24'18"	30.02'	30.02'	N85°42'21"W
C69	4247.81'	0°11'22"	14.06'	14.06'	N85°24'31"W
C70	4237.81'	0°11'05"	13.67'	13.67'	N85°24'22"W

LEGEND

C53	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
℄	CENTERLINE
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
CCR	CERTIFIED CORNER RECORD
DOC#	COUNTY RECORDING DOCUMENT NUMBER
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD AND CAP
IPC	IRON PIPE AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R/W	RIGHT-OF-WAY
SMA	STORMWATER MANAGEMENT AREA
SMA&L	STORMWATER MANAGEMENT AREA & LANDSCAPE
UB	UPLAND BUFFER
UE	UTILITY EASEMENT
WE	WALL EASEMENT
WIT MON	WITNESS MONUMENT
SEC 27-22-27	SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET 4"X4" CONCRETE MONUMENT #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET NAIL AND DISK #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT CONTROL POINT FND OR SET NAIL AND DISK #LB68 PCP PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

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.

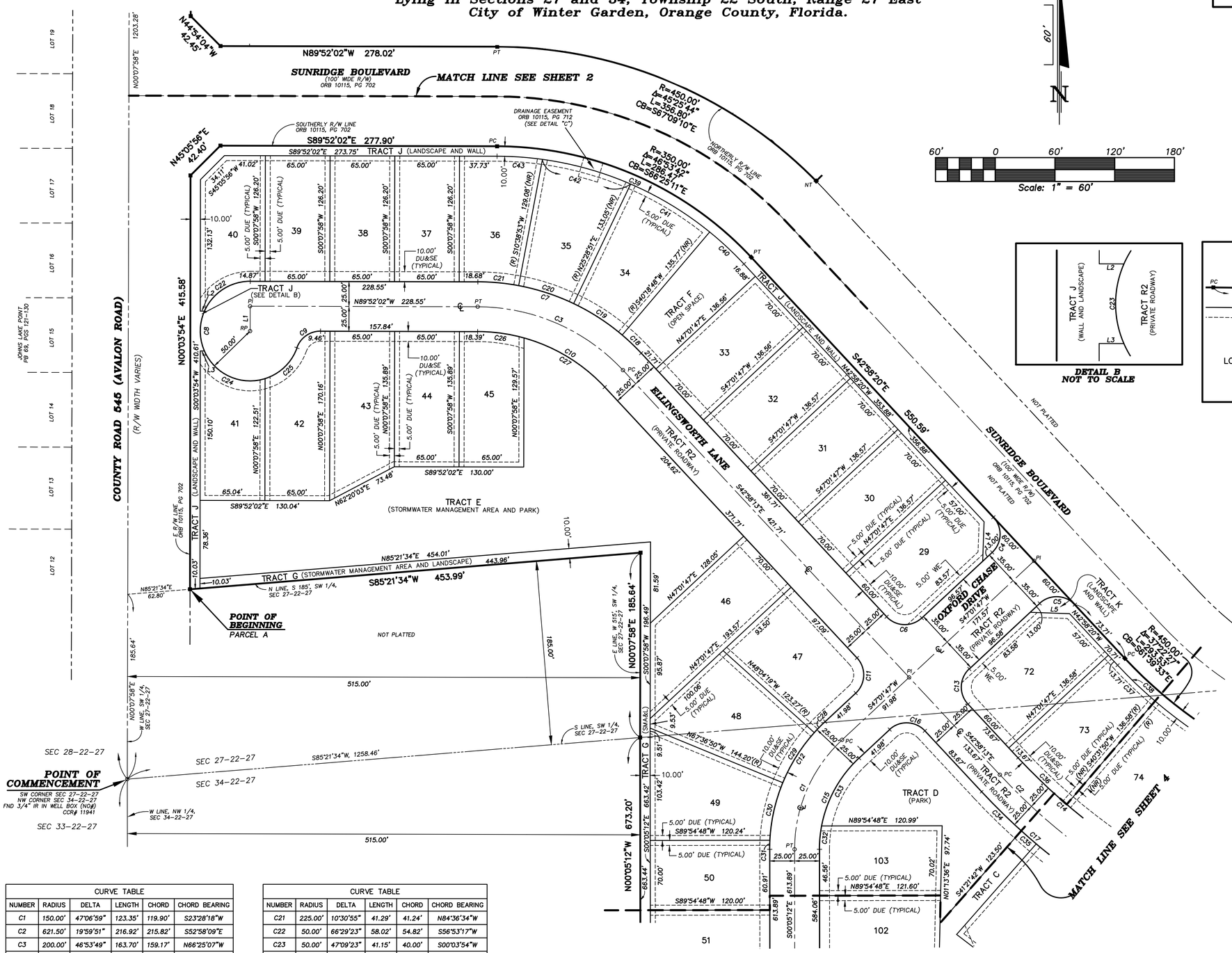
PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

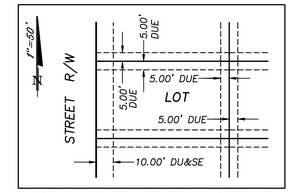
OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK	PAGE

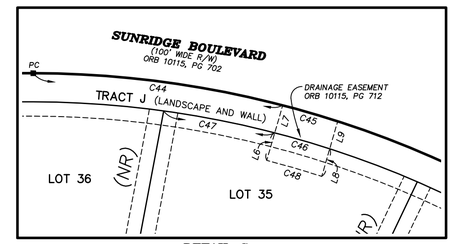
SHEET 3 OF 6





LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)

DETAIL B
NOT TO SCALE



DETAIL C
1"=30'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	150.00'	47°06'59"	123.35'	119.90'	S23°28'18"W
C2	621.50'	19°59'51"	216.92'	215.82'	S52°58'09"E
C3	200.00'	46°53'49"	163.70'	159.17'	N66°25'07"W
C4	25.00'	90°00'07"	39.27'	35.36'	N02°01'44"E
C5	25.00'	89°59'53"	39.27'	35.35'	N87°58'16"W
C6	25.00'	90°00'00"	39.27'	35.36'	S87°58'13"E
C7	225.00'	46°53'49"	184.16'	179.07'	N66°25'07"W
C8	50.00'	250°31'44"	218.63'	81.65'	S35°07'54"E
C9	25.00'	70°31'44"	30.77'	28.87'	S54°52'06"W
C10	175.00'	46°53'49"	143.24'	139.27'	N66°25'07"W
C11	25.00'	90°00'00"	39.27'	35.36'	N02°01'47"E
C12	175.00'	47°06'59"	143.91'	139.89'	S23°28'18"W
C13	25.00'	90°00'00"	39.27'	35.36'	S02°01'47"W
C14	596.50'	19°59'51"	208.19'	207.14'	S52°58'09"E
C15	125.00'	47°06'59"	102.79'	99.92'	S23°28'18"W
C16	25.00'	90°00'00"	39.27'	35.36'	N87°58'13"W
C17	646.50'	19°59'51"	225.64'	224.50'	S52°58'09"E
C18	225.00'	6°42'59"	26.37'	26.36'	N46°19'43"W
C19	225.00'	14°49'58"	58.25'	58.09'	N57°06'11"W
C20	225.00'	14°49'58"	58.25'	58.09'	N71°56'08"W

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C21	225.00'	10°30'55"	41.29'	41.24'	N84°36'34"W
C22	50.00'	66°29'23"	58.02'	54.82'	S56°53'17"W
C23	50.00'	47°09'23"	41.15'	40.00'	S00°03'54"W
C24	50.00'	84°00'45"	73.31'	66.92'	S65°31'10"E
C25	50.00'	52°52'12"	46.14'	44.52'	N46°02'21"E
C26	175.00'	15°26'53"	47.18'	47.04'	N82°08'35"W
C27	175.00'	31°26'56"	96.05'	94.85'	N58°41'41"W
C28	175.00'	5°06'06"	15.58'	15.58'	S44°28'44"W
C29	175.00'	19°32'31"	59.69'	59.40'	S32°09'25"W
C30	175.00'	19°29'48"	59.55'	59.26'	S12°38'16"W
C31	175.00'	2°58'33"	9.09'	9.09'	S01°24'05"W
C32	125.00'	10°48'22"	23.58'	23.54'	S05°18'59"W
C33	125.00'	36°18'36"	79.22'	77.90'	S28°52'29"W
C34	646.50'	4°57'11"	55.89'	55.87'	S45°26'48"E
C35	646.50'	1°46'21"	20.00'	20.00'	S48°48'34"E
C36	596.50'	6°30'08"	67.69'	67.66'	S46°13'17"E
C37	460.00'	6°29'50"	52.16'	52.14'	S46°13'15"E
C38	460.00'	37°36'07"	301.89'	296.50'	S61°46'23"E
C39	340.00'	46°53'42"	278.28'	270.58'	N66°25'11"W
C40	340.00'	7°56'57"	47.17'	47.13'	N46°56'48"W

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C41	340.00'	15°41'28"	93.11'	92.82'	N58°46'01"W
C42	340.00'	15°33'07"	92.29'	92.00'	N74°23'19"W
C43	340.00'	7°42'09"	45.71'	45.67'	N86°00'57"W
C44	350.00'	14°25'06"	88.08'	87.84'	N82°39'29"W
C45	350.00'	3°16'28"	20.00'	20.00'	N73°48'42"W
C46	340.00'	3°22'15"	20.00'	20.00'	N73°48'41"W
C47	340.00'	6°40'03"	39.57'	39.54'	N78°49'51"W
C48	330.00'	3°28'23"	20.00'	20.00'	N73°48'41"W

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°08'22"W	25.00'
L2	N89°56'06"W	4.25'
L3	N89°56'06"W	4.25'
L4	N02°01'44"E	39.60'
L5	N87°58'16"W	39.60'
L6	S16°11'01"W	10.00'
L7	S16°11'01"W	10.00'
L8	S16°11'01"W	10.00'
L9	S16°11'01"W	10.00'

LEGEND

C53	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
℄	CENTERLINE
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
CCR	CERTIFIED CORNER RECORD
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R/W	RIGHT-OF-WAY
SMA	STORMWATER MANAGEMENT AREA
UB	UPLAND BUFFER
UE	UTILITY EASEMENT
WIT MON	WITNESS MONUMENT
SEC 27-22-27	SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST

DENOTES PERMANENT REFERENCE MONUMENT
FND OR SET 4"X4" CONCRETE MONUMENT #LB68 PRM
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT
FND OR SET NAIL AND DISK #LB68 PRM
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)

DENOTES PERMANENT CONTROL POINT
FND OR SET NAIL AND DISK #LB68 PCP
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)

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.

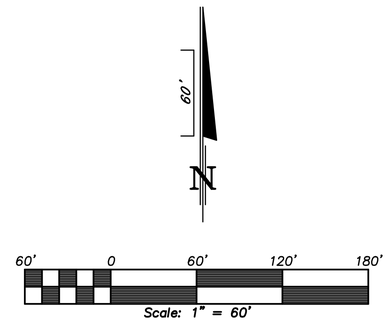
PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

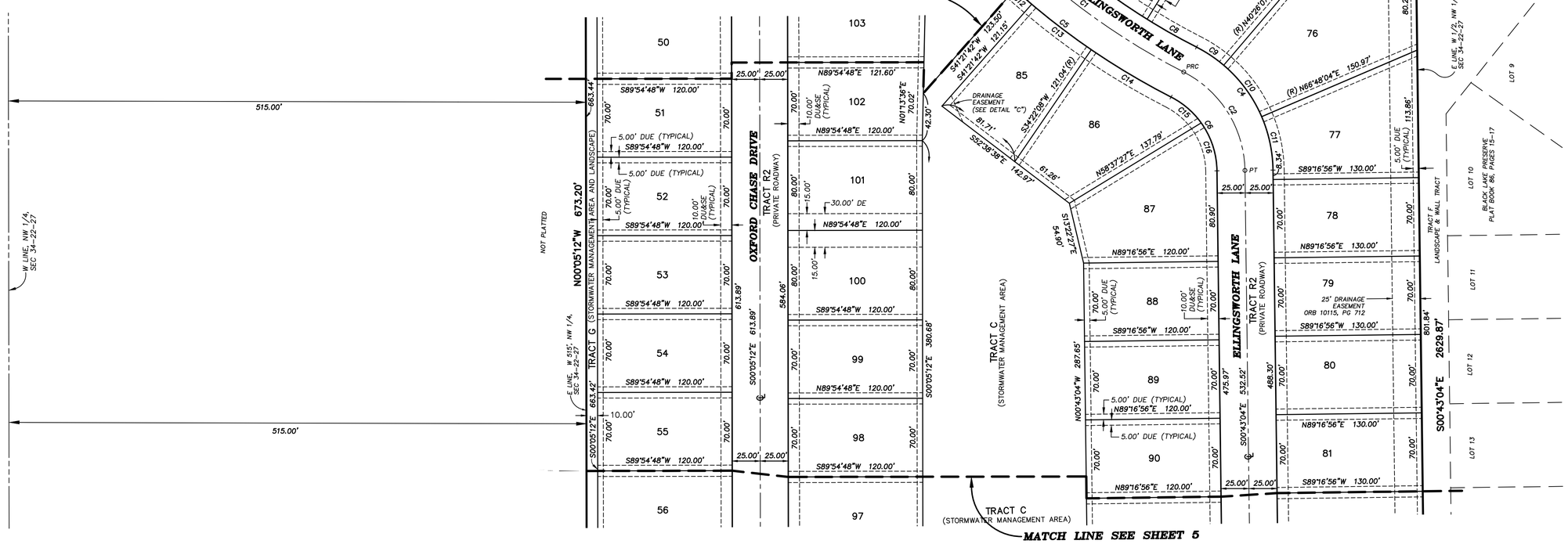
Printed: Mon 07-Nov-2016 - 12:56PM
F:\Proj2014\14142\Sdwg\NAVD88\plat\OXFORD CHASE PLAT-REVISED 5-11-16.dwg

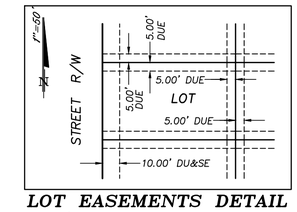
OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK	PAGE







LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)

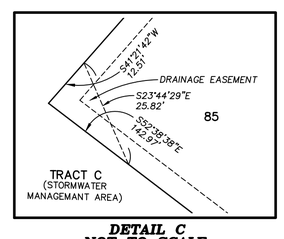
LEGEND

C53	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
℄	CENTERLINE
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
CCR	CERTIFIED CORNER RECORD
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R/W	RIGHT-OF-WAY
SMA	STORMWATER MANAGEMENT AREA
UB	UPLAND BUFFER
UE	UTILITY EASEMENT
WIT MON	WITNESS MONUMENT
SEC 27-22-27	SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST

DENOTES PERMANENT REFERENCE MONUMENT
FND OR SET 4"X4" CONCRETE MONUMENT #LB68 PRM
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT
FND OR SET NAIL AND DISK #LB68 PRM
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)

DENOTES PERMANENT CONTROL POINT
FND OR SET NAIL AND DISK #LB68 PCP
PER CHAPTER 177, FLORIDA STATUTES.
(UNLESS OTHERWISE NOTED)



DETAIL C
NOT TO SCALE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	621.50'	19°59'51"	216.92'	215.82'	S52°58'09"E
C2	100.00'	62°15'00"	108.65'	103.38'	N31°50'34"W
C3	596.50'	19°59'51"	208.19'	207.14'	S52°58'09"E
C4	125.00'	62°15'00"	135.81'	129.23'	N31°50'34"W
C5	646.50'	19°59'51"	225.64'	224.50'	S52°58'09"E
C6	75.00'	62°15'00"	81.49'	77.54'	N31°50'34"W
C7	596.50'	8°37'37"	89.81'	89.73'	S53°47'10"E
C8	596.50'	4°52'06"	50.68'	50.67'	S60°32'01"E
C9	125.00'	13°24'11"	29.24'	29.17'	N56°15'59"W
C10	125.00'	26°21'57"	57.52'	57.02'	N36°22'55"W
C11	125.00'	22°28'52"	49.05'	48.73'	N11°57'30"W
C12	646.50'	1°46'21"	20.00'	20.00'	S48°48'34"E
C13	646.50'	5°56'07"	66.97'	66.94'	S52°39'48"E
C14	646.50'	7°20'13"	82.79'	82.73'	S59°17'58"E
C15	75.00'	27°19'52"	35.78'	35.44'	N49°18'08"W
C16	75.00'	34°55'08"	45.71'	45.00'	N18°10'38"W
C17	460.00'	37°36'07"	301.89'	296.50'	S61°46'23"E
C18	460.00'	8°37'29"	69.24'	69.18'	S53°46'54"E
C19	460.00'	12°47'10"	102.65'	102.44'	S64°29'14"E
C20	460.00'	9°41'38"	77.83'	77.73'	S75°43'38"E

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.

PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

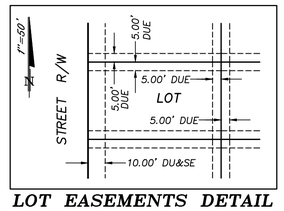
Printed: Mon 07-Nov-2016 - 12:57PM
F:\Proj2014\14142\Sdwg\NAVD88\plat\OXFORD CHASE PLAT-REVISED 5-11-16.dwg

OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK	PAGE

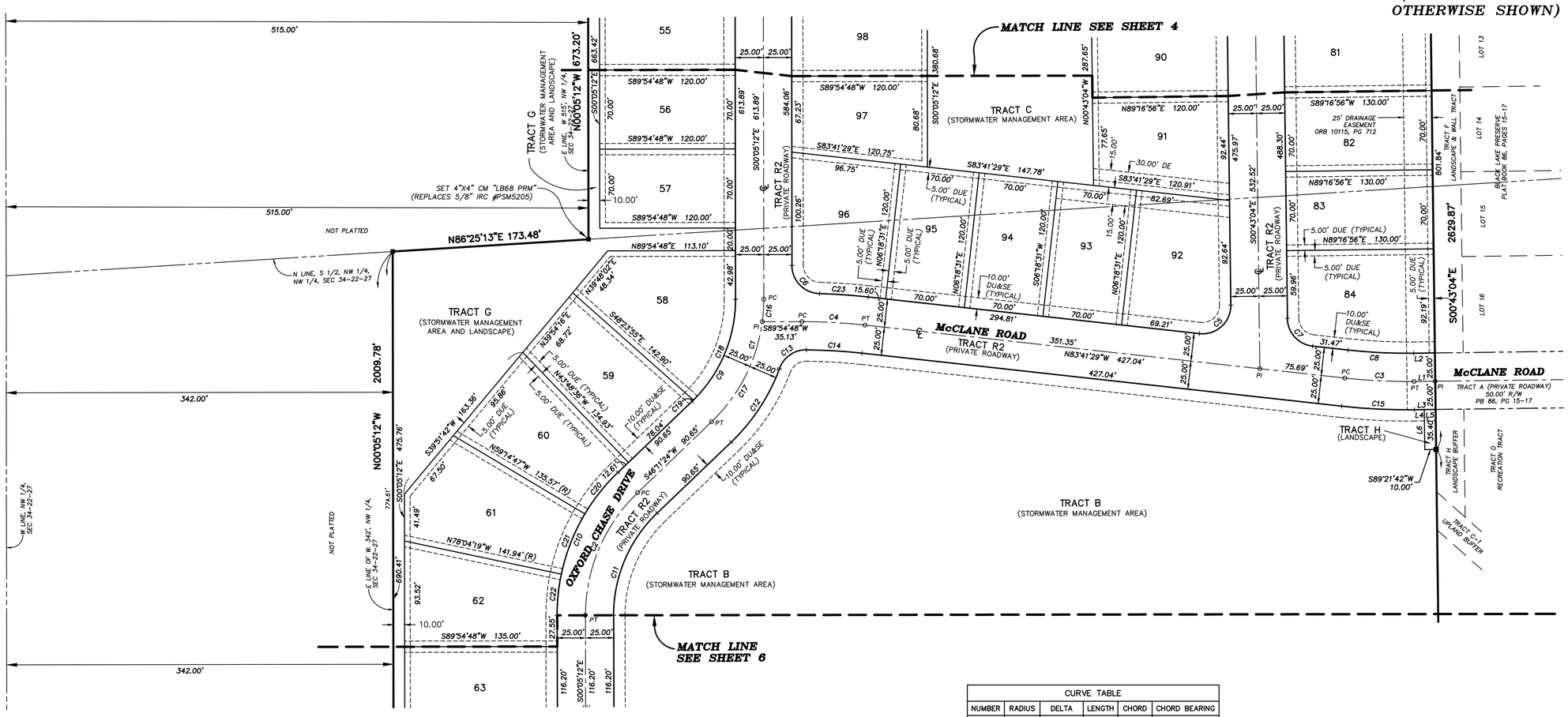
SHEET 5 OF 6



LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)

60' 0 60' 120' 180'

Scale: 1" = 60'



LEGEND

C53	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
℄	CENTERLINE
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
CCR	CERTIFIED CORNER RECORD
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R/W	RIGHT-OF-WAY
SMA	STORMWATER MANAGEMENT AREA
UB	UPLAND BUFFER
UE	UTILITY EASEMENT
WIT MON	WITNESS MONUMENT
SEC 27-22-27	SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET 4"X4" CONCRETE MONUMENT #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET NAIL AND DISK #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT CONTROL POINT FND OR SET NAIL AND DISK #LB68 PCP PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°16'56"W	18.72'
L2	N89°16'56"E	18.72'
L3	N89°16'56"E	18.72'
L4	N89°16'56"E	8.72'
L5	N89°16'56"E	10.00'
L6	N00°43'04"W	35.39'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	150.00'	46°16'35"	121.15'	117.89'	N23°03'06"E
C2	150.00'	46°16'35"	121.15'	117.89'	S23°03'06"W
C3	500.00'	7°01'36"	61.32'	61.28'	S87°12'16"E
C4	500.00'	6°23'43"	55.81'	55.78'	N86°53'20"W
C5	25.00'	97°01'36"	42.34'	37.46'	N47°47'44"E
C6	25.00'	88°18'43"	38.53'	34.83'	S44°14'33"E
C7	25.00'	82°58'24"	36.20'	33.12'	S42°12'16"E
C8	475.00'	7°01'36"	58.25'	58.22'	S87°12'16"E
C9	125.00'	46°16'35"	100.96'	98.24'	N23°03'06"E
C10	175.00'	46°16'35"	141.34'	137.53'	S23°03'06"W
C11	125.00'	46°16'35"	100.96'	98.24'	S23°03'06"W
C12	175.00'	25°48'25"	78.82'	78.16'	N33°17'11"E
C13	25.00'	69°59'08"	30.54'	28.67'	S55°22'32"W
C14	475.00'	5°56'25"	49.25'	49.23'	N86°39'41"W
C15	525.00'	7°01'36"	64.38'	64.34'	S87°12'16"E
C16	150.00'	7°38'03"	19.99'	19.97'	N03°43'50"E
C17	150.00'	38°38'32"	101.17'	99.26'	N26°52'07"E
C18	125.00'	45°29'52"	99.26'	96.67'	N22°39'44"E
C19	125.00'	0°46'43"	1.70'	1.70'	N45°48'02"E
C20	175.00'	15°26'10"	47.15'	47.00'	S38°28'18"W
C21	175.00'	18°49'32"	57.50'	57.24'	S21°20'27"W
C22	175.00'	12°00'53"	36.70'	36.63'	S05°55'15"W
C23	525.00'	4°42'26"	43.13'	43.12'	N86°02'42"W

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.

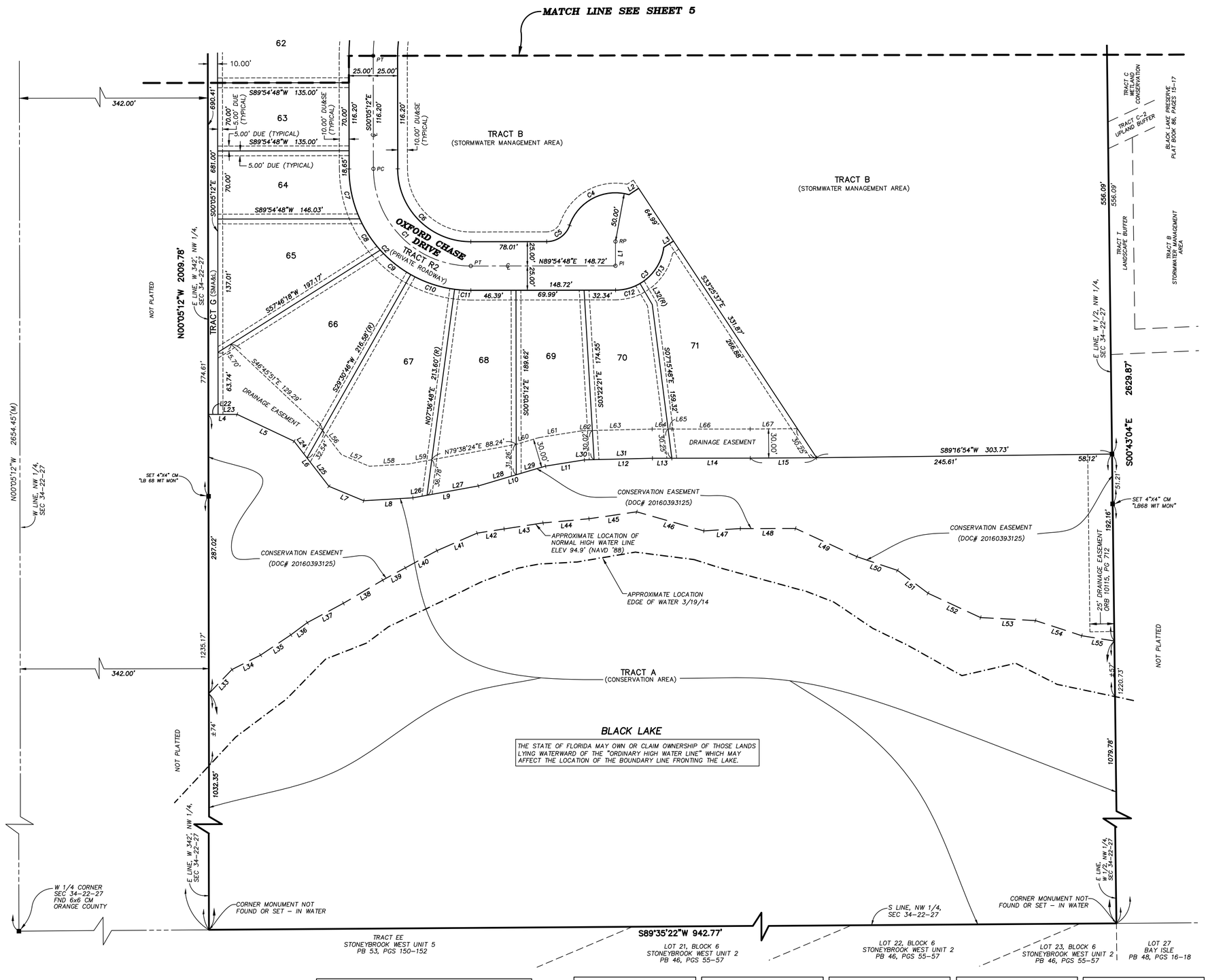
PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

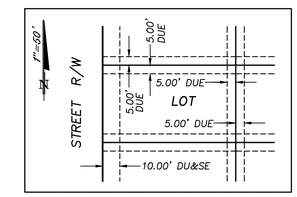
Printed: Mon 07-Nov-2016 - 12:57PM
F:\Proj2014\14142\Sdwg\NAVD88\plat\OXFORD CHASE PLAT-REVISED 5-11-16.dwg

OXFORD CHASE

Lying in Sections 27 and 34, Township 22 South, Range 27 East
City of Winter Garden, Orange County, Florida.

PLAT BOOK	PAGE





LOT EASEMENTS DETAIL (TYPICAL UNLESS OTHERWISE SHOWN)

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	90°00'00"	157.08'	141.42'	S45°05'12"E
C2	125.00'	90°00'00"	196.35'	176.78'	S45°05'12"E
C3	50.00'	82°48'17"	72.26'	66.13'	N48°30'40"E
C4	50.00'	86°39'09"	75.62'	68.62'	S62°42'39"W
C5	25.00'	70°31'44"	30.77'	28.87'	N54°38'56"E
C6	75.00'	90°00'00"	117.81'	106.07'	S45°05'12"E
C7	125.00'	24°15'18"	52.92'	52.52'	S12°12'51"E
C8	125.00'	17°38'12"	38.48'	38.33'	S33°09'36"E
C9	125.00'	18°30'32"	40.38'	40.20'	S51°13'58"E
C10	125.00'	21°53'58"	47.78'	47.49'	S71°26'13"E
C11	125.00'	7°41'59"	16.80'	16.79'	S86°14'12"E
C12	50.00'	30°08'43"	26.31'	26.00'	N74°50'27"E
C13	50.00'	52°39'33"	45.95'	44.35'	N33°26'18"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°05'12"E	25.00'
L2	S56°34'23"W	12.00'
L3	N56°34'23"E	12.00'
L4	N89°54'48"E	19.53'
L5	S64°44'02"E	64.74'
L6	S37°42'01"E	58.60'
L7	S67°23'09"E	38.68'
L8	N86°31'03"E	50.67'
L9	N79°43'13"E	68.40'
L10	N73°34'13"E	71.93'
L11	N80°55'30"E	40.47'
L12	N88°33'47"E	70.02'
L13	S89°51'13"E	19.90'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N89°56'45"E	80.64'
L15	N89°37'01"E	68.10'
L22	N89°54'48"E	10.00'
L23	N89°54'48"E	19.53'
L24	S37°42'01"E	21.69'
L25	S37°42'01"E	36.90'
L26	N79°43'13"E	14.80'
L27	N79°43'13"E	53.60'
L28	N73°34'13"E	40.64'
L29	N73°34'13"E	31.29'
L30	N88°33'47"E	10.00'
L31	N88°33'47"E	60.02'
L32	N30°13'55"W	25.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L33	N43°58'33"E	34.35'
L34	N63°15'41"E	32.92'
L35	N56°11'38"E	37.38'
L36	N53°13'40"E	21.12'
L37	N61°54'03"E	42.11'
L38	N59°25'50"E	46.84'
L39	N61°31'55"E	26.51'
L40	N61°24'25"E	37.03'
L41	N66°31'55"E	44.99'
L42	N81°03'19"E	28.07'
L43	N81°16'42"E	40.53'
L44	N84°48'27"E	47.41'
L45	N81°44'27"E	49.54'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L46	S74°11'01"E	71.70'
L47	N86°23'13"E	37.63'
L48	N89°54'42"E	56.66'
L49	S65°17'41"E	69.45'
L50	S71°22'58"E	44.07'
L51	S53°11'10"E	39.20'
L52	S65°08'31"E	59.47'
L53	S86°53'02"E	56.50'
L54	S71°52'53"E	50.12'
L55	S80°51'54"E	33.93'

NOTE: L16 THROUGH L21 INTENTIONALLY OMITTED FROM THIS SHEET;

LINE TABLE		
NUMBER	BEARING	DISTANCE
L56	S37°42'01"E	31.46'
L57	S67°23'09"E	31.39'
L58	N86°31'03"E	40.48'
L59	N79°43'13"E	24.02'
L60	N73°34'13"E	24.42'
L61	N80°55'30"E	44.40'
L62	N88°33'47"E	10.99'
L63	N88°33'47"E	61.45'
L64	S89°51'13"E	16.42'
L65	S89°51'13"E	3.85'
L66	N89°56'45"E	80.50'
L67	N89°37'01"E	48.50'

LEGEND

C53	CURVE NUMBER (SEE TABLE)
L10	LINE NUMBER (SEE TABLE)
R=	RADIUS
Δ=	CENTRAL ANGLE
L=	ARC LENGTH
CB=	CHORD BEARING
℄	CENTERLINE
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
CCR	CERTIFIED CORNER RECORD
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
DU&SE	DRAINAGE, UTILITY AND SIDEWALK EASEMENT
ELEV	ELEVATION
FND	FOUND
ID	IDENTIFICATION
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
NAVD	NORTH AMERICAN VERTICAL DATUM
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL
R/W	RIGHT-OF-WAY
SMA	STORMWATER MANAGEMENT AREA
UB	UPLAND BUFFER
UE	UTILITY EASEMENT
WIT MON	WITNESS MONUMENT
SEC 27-22-27	SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET 4"X4" CONCRETE MONUMENT #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT FND OR SET NAIL AND DISK #LB68 PRM PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT CONTROL POINT FND OR SET NAIL AND DISK #LB68 PCP PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

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.

PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NUMBER LB68

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

M E M O R A N D U M

TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: NOVEMBER 30, 2016
SUBJECT: OXFORD CHASE – REVIEW OF REVISED FINAL PLAT
FKA IOTA SESSIONS PROPERTY – MATTAMY HOMES

Pursuant to your request, we have reviewed the revised final plat information received 11/10/16 for compliance with the City's subdivision requirements. Our review has been limited to the overall engineering issues and does not include review for compliance with F.S. Chapter 177 that is being performed by the City's Reviewing Surveyor and City Attorney. This was submitted in response to our FLUM amendment reviews of 4/27/14 & 6/23/14, PUD Zoning review of 7/30/14, pre-plat review of 5/14/15, final construction plan reviews of 10/23/15 and 1/08/16, and final plat review of 11/02/16.

ENGINEERING

We recommend approval subject to approval by all other departments, and 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. Dedication (Sheet 1): Coordinate wording with City Attorney. Tracts (to HOA and City) shall be conveyed via fee simple warranty deed.

3. Plat Note #6 (drainage easement) and the required Quit Claim Deed for the portion of Tract B to be conveyed by the City to the HOA shall be reviewed and approved by the City Attorney.

4. Tracts that contain required landscape buffers, drainage, walls (retaining or screen), community signage, etc. shall be so noted (i.e. Wall, landscape, and drainage easement), to be maintained by the HOA.

5. Transfer of all common areas, tracts, and rights-of-way to the HOA and the City shall take place prior to or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.

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.

7. Performance Bond: The improvements are not completed. A Performance bond or letter of credit in the amount of **120**% of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification, executed construction contract, and latest payment application. Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy; street and regulatory signs, required landscaping, second lift of asphalt, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Final plat will not be forwarded to the City Commission for approval without performance bond. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).

   Based on the Design Engineer's certification of costs of incomplete improvements of $3,185,402.89, the performance bond amount shall be **$3,822,483.47**, representing 120% of the cost of remaining improvements. Bond #0203467 has been submitted in the above amount and is on file in the City Clerk's

office.

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 (2 years). Final cost shall be provided by the Design Engineer, including any change orders, and shall be backed up by the Contractor's final pay application, for verification of warranty amount. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. The form of the bond or letter of credit shall be approved by the City Attorney (see City website for form).

9. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.

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, 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. <u>Provide street lighting plan from Duke Energy</u>.

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.

14. Design Engineer has provided certification that he has reviewed the plat and that it provides all necessary easements for drainage, access and utilities.

15. Additional comments may be generated at subsequent reviews.

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

END OF MEMORANDUM

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Don Cochran, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: November 30, 2016 **Meeting Date:** December 6, 2016

Subject: Approval of the Purchase of a New Sewer-Cleaning Truck

Issue: Staff proposes the purchase of a new sewer-cleaning truck that is needed to replace an 18-year-old truck that is no longer functional. Two sewer-cleaning trucks with the same specifications are listed in the Florida State Sheriffs contract (no. FSA16-VEH14.0). The cost of each truck is as follows:

Vactor (the vendor is Environmental Products of Florida)
$417,445.00

Vac-Con (the vendors are Southern Sewer Equipment Sales and Nextran Mack)
$411,106.48

The City's Fleet Division Manager has reviewed the specifications, pricing, and delivery terms of both trucks and recommends purchasing the Vac-Con truck as the better-priced truck of equal quality.

Recommended Action:

Recommend the approval of the purchase of a new sewer-cleaning truck – the Vac-Con – from Southern Sewer Equipment Sales and Nextran Mack under the Florida State Sheriffs contract for a total purchase price of $411,106.48.

Attachments/References:

- Fleet Division Manager's cost summary

Proposed Sewer Cleaning Truck

	Vactor		Vac-con	
FSA Contract Base Price		226,075.00		172,124.00
Articulating Hose Reel (includes Hose Footage Counter)	Yes	0.00	Yes	13,829.00
Debrise Tank	15YD	13,071.00	16YD	25,731.86
Tank Upgrade Includes 827PD 4200CFM Blower	No	0.00	Yes	0.00
Debis Wash out	Yes	9,187.00	Yes	1,786.54
6" Rear Butterfly Valve	Yes	0.00	Yes	0.00
Lube Manifold	Yes	0.00	Yes	0.00
Side Decant,	No	0.00	No	0.00
Rear Splash Shield,	Yes	0.00		1,747.34
Rodder	Yes	0.00	Yes	0.00
Pump Drain Valves	Yes	0.00	Yes	0.00
Folding Pipe Rack/Curbside	Yes	998.00	Yes	2,674.42
Folding Pipe Rack/Streetside	Yes	998.00	Yes	2,674.42
Nozzle Rack	Yes	0.00	Yes	109.76
Upgrade 1500 Gal Fresh Water	Yes	3,902.00	Yes	0.00
Wireless Control (Controls all boom functions, Vacuum Relief, Water Pump, Throttle, E-Stop, Hose Reel Pay in/out & Speed Control, &Water Pressure Control)	Yes	2,964.00	Yes	5,056.00
10 Ft. Hydraulic Telescoping Boom with 180 Degree Rotation (27.5'reach from centerline of truck) with Joystick Control	Yes	15,471.00	Yes	13,422.00
Hydroexcavation Kit	Yes	3,296.00	Yes	6,303.00
Lateral Line Cleaning Kit	Yes	2,986.00	Yes	3,121.00
Automatic Hose Wind Guide with Pinch Roller	Yes	4,993.00	Yes	
Hands Free Power Hose Guide, Includes Electronic Footage Counter			Yes	7,603.82
Arrow Stick and 2 Strobes (front and rear) with Protector	Yes	4,440.00	Yes	8,018.00
Work Lights at Operator's Station	Yes	749.00	Yes	0.00
Aluminum Behind Cab ToolBox 16 X 30 X 96	Yes	3,023.00	Yes	2,519.58
Debris Body Vacuum relief System With Debris Body Load Limit Alarm	Yes	1,910.00	Yes	628.18
500 ft 1"Piranha Sewer Hose, 2500 PSI	Yes	453.00	Yes	410.62
Low Water Alarm with Light		0.00	Yes	467.46
Hydraulic Oil Temp Alarm	Yes	345.00	Yes	297.92
Handlight with Bumper Plug	Yes	345.00	Yes	0.00
Rear Bumper Strobes	Yes	1,172.00	Yes	0.00
Safety Cone Storage Rack/Post Type	Yes	150.00	Yes	408.00
Water Cooler Storage Rack	Yes	150.00	Yes	282.24
Front Bumper Tool Boxes 16 X 12 X 18	Yes	1,826.00	Yes	811.44
Toolbox, Friver Side Chassis Frame, 24W X 24H X 24D	Yes	1,475.00	Yes	1,188.74
Anti-Splash Valve	Yes	325.00	Yes	0.00
80 GPM @ 2500 PSI Water System, Rated at the Nozzle (STD)	Yes	0.00	Yes	0.00
Variable Flow Water System Including 3 Nozzles with Carbide Inserts with Rack (STD)	Yes	0.00	Yes	1,236.00
824 PD Roots Blower at 16" HG (STD)	Yes	0.00	Yes	22,876.00
Single Engine Design, PD Blower is Direct Drive	Yes	0.00	Yes	0.00
Long Handle Storage	Yes	324.00	Yes	494.00
Manhole Camera	Yes	0.00	Yes	507.64
LED Flood Light at Level Wind Guide	Yes	0.00	Yes	294.00
Work Zone Lighting	Yes	1,980.00	Yes	294.00
Safety Vision Camera System	Yes	3,197.00	Yes	1,710.00
Delete Side Decant		-2,140.00		
Delete Mirrior Mounted Strobe Light				-725.00
600’ x 1” Hose Reel Capacity				-2,547.00
New Customer Discount				-16,500.00
Body Price		**303,665.00**		**278,854.98**
Vendor Supplied Optional Mack Chassis		125,780.00		
Nextran Mack Chassis per FSA Contract				132,251.50
Total Price		**429,445.00**		**411,106.48**
One time Discount		-12,000.00		
Total Bid Price		**$417,445.00**		**$411,106.48**
Estimated Delivery		February		March
		Vactor		**Vac-con**
Price Difference		$6,338.52		

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: George Brennan, Police Chief

Via: City Manager Mike Bollhoefer

Date: December 1, 2016 **Meeting Date:** December 8, 2016

Subject: Renewal of the Inter-Local Voluntary Cooperation Mutual Aid Agreement with multiple Orange County municipal law enforcement agencies – Police Chief Brennan.

Issue: The current mutual aid agreement expires on January 1, 2017. This current agreement is needed to provide and receive voluntary assistance with the other Orange County law enforcement agencies for another four years.

Recommended action: Authorize the Mayor and the Police Chief to execute the new mutual aid agreement.

Attachment: Copy of mutual aid agreement to be executed.

MUNICIPAL
INTER-LOCAL VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT

City of Apopka
City of Belle Isle
City of Eatonville
City of Edgewood
City of Kissimmee
City of Maitland
Town of Oakland
City of Ocoee
City of Orlando
University of Central Florida
City of St. Cloud
Town of Windermere
City of Winter Garden
City of Winter Park

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the Apopka Police Department, the Belle Isle Police Department, the Eatonville Police Department, the Edgewood Police Department, the Kissimmee Police Department, the Maitland Police Department, the Oakland Police Department, the Ocoee Police Department, the Orlando Police Department, St. Cloud Police Department, the University of Central Florida Police Department, the Windermere Police Department, the Winter Garden Police Department, Winter Park Police Department have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Provisions for Requested Operational Assistance

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request or agree to render law enforcement assistance to the other in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of

specialized units, suspected terrorist incidents, active shooter incidents, any incident or situation that surpasses the resources of the participating agencies or other emergency as defined in Section 252.34 Florida Statutes.

Section II. Provisions for Voluntary Cooperation

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, over-the-line arrests, over-the-line executions of warrants, inter-agency task forces, and/or joint investigations including but not limited to, City/County/State Traffic Enforcement Units, the Metropolitan Bureau of Investigation, Special Weapons and Tactics Teams, Canine Units, and the Bomb Disposal Unit.

Section III. Policy and Procedure

A. In the event that a party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or his/her designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each party agrees that the agency administrator or his designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency administrator or his designee shall evaluate the situation, consult with his appropriate supervisor if necessary, and, if required, insure that proper enforcement assistance is rendered.

D. 1. Should an officer of a participating agency be in another jurisdiction for matters of a routine or investigative nature, such as traveling through the area on routine business, attending a meeting, or going to or from work, and a criminal violation of Florida Statutes occurs in the presence of said officer, and said violation is a felony, an offense constituting a breach of the peace, a crime of violence against a person, or the officer witnesses a driver

engaged in a pattern of conduct that constitutes an immediate danger to the motoring public, the officer shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

2. If a law enforcement officer of one of the parties to this Agreement has probable cause to arrest an individual for a felony offense in his/her own jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of one of the other parties to this Agreement is in the jurisdiction of the party requesting assistance and observes the suspect, the officer representing his/her party, shall be empowered to render law enforcement assistance and act in accordance with the law and this Agreement.

3. If one of the parties of this Agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another agency within this Agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has fled into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. A "reasonableness of the time" will not exceed 24 hours after the offense is reported to the agency.

4. If one party of this Agreement is investigating a crime which occurred within its own jurisdiction and travels to another jurisdiction within this Agreement to continue the investigation, the investigating officer shall contact the respective agency for which they are traveling into to conduct the investigation if law enforcement action is or will be taken. The interviewing of witnesses or suspects does not require notification of the other jurisdiction unless an arrest is made.

5. If one of the parties to this Agreement obtains a search warrant to search a location or object based on probable cause for an offense which occurred within their own jurisdiction, and the location or object is located in the jurisdiction of another party to this Agreement, the original agency will contact the jurisdiction where the location or property is located to assist in the execution of the warrant or request permission to execute the warrant in their jurisdiction.

6. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation. The only exception would be the situation where immediate action is necessary. In that event, the Communications Center shall be notified immediately thereafter.

E. Should additional violations of Florida Statutes occur in the presence of said officer, representing his or her respective agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

Section IV. Powers, Privileges, Immunities, and Costs

A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the political subdivision in which they are normally employed.

B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to another party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services, in furnishing such mutual aid.

C. The agency furnishing aid, pursuant to this Agreement, shall bear the loss or damages to such equipment, and shall pay any expense incurred in the operation and maintenance thereof.

D. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.

E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

F. All employees of a respective agency, while acting under mutual aid in another's jurisdiction, shall be deemed to be acting within the course of their own agency's employment and shall not be construed to be acting as an employee of any other

agency.

Section V. Indemnification

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other participating party and his appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law: Any party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conducts of its own employees. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.

Section VI. Insurance Provisions

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VII. Disclaimer to Third Party Beneficiaries

This agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this agreement.

Section VIII. Effective Date

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect until January 1, 2021, unless terminated prior thereto by any or all the parties herein.

Section IX. Cancellation

This agreement may be canceled by any party upon delivery of written notice to the other parties. Cancellation will occur at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the law enforcement agency who is authorized to contractually bind the agency. By approving this Agreement, the Winter Garden City Commission authorizes the Chief of Police to execute this Agreement on behalf of the City.

In acknowledgment and execution of the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement, pages one through six, inclusive, I hereby set my hand and seal:

WINTER GARDEN POLICE DEPARTMENT

_____
George Brennan
Chief of Police

Date:_____

APPROVED:
CITY COMMISSION
WINTER GARDEN, FLORIDA

_____
John Rees, Mayor

ATTEST:_____

_____
Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: City Manager, Mike Bollhoefer

Date: 12/01/16 **Meeting Date:** 12/06/16

Subject: Proposal for engineering services for the roundabout at Windermere and Roberson Road.

Issue: Attached is the proposal from Pegasus for the engineering services for the roundabout at Windermere and Roberson Road. Staff has reviewed the proposal and believes the price is reasonable, it meets the timeframe to start the project next summer and that the engineering firm, Pegasus, is qualified to accomplish the task.

Recommended action: Motion to accept the proposal.

November 2, 2016

P-169426

Mr. Mike Bollhoefer
City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Re: Proposal for Professional Engineering Services
Windermere Road and Roberson Road Intersection
Roundabout - Final Design and Permitting

Dear Mr. Bollhoefer:

Pegasus Engineering, LLC is pleased to provide this proposal for professional engineering design and permitting services for the Windermere Road and Roberson Road roundabout improvement project. The scope of services was developed based on our meeting and based on the material and documents provided to us. The design will be based on Concept 3 as described in Alternate Street Design, P.A. Technical Memorandum dated February 16, 2016.

BASIC ENGINEERING SERVICES

Following is a list of Basic Services we anticipate, as necessary to accomplish the work required for the above referenced project. This scope and proposal is based on Winter Garden's City Standards. ***We're planning to utilize the existing available information including the survey and geotechnical information and supplement that information as needed.***

DESIGN SURVEY SERVICES - Supplemental Services

Provide a Design Topographic Survey and establish the apparent Right-of-Way line in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Locate all improvements and utilities, as evidenced by above ground features or as marked by the designated utility company representative.

2. Obtain spot elevations on natural ground and existing improvements, to include stormwater structures draining to existing stormwater ponds, suitable for interpolation of one foot contours to be shown on the final drawing.

3. Establish the location of the right-of-way line based on a combination of sectional monumentation, existing right-of-way monumentation, existing right-of-way maps and a review of parcel descriptions as found on the Orange County Property Appraisers site.

GEOTECHNICAL ENGINEERING SERVICES - Supplemental Services

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).

2. Execute a program of subsurface sampling and field testing. We propose to perform six (6) auger borings within the roadway improvement areas to depths of 5 to 10 feet.

3. Visually classify and stratify representative soils samples in the laboratory using the AASHTO classification system. Conduct a limited laboratory testing program to aid in classification of soils. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.

4. Collect groundwater level measurements and estimate normal wet seasonal high groundwater levels.

5. The results of the field exploration and laboratory tests will be used it in the engineering analysis and in the formulation of our geotechnical recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written report.

CIVIL ENGINEERING SERVICES

1. Final Engineering:

   A. Prepare final construction drawings suitable for bidding and construction for the required improvements. Design services will be provided for the following:

      1) Roadway typical sections.
      2) Roadway paving, grading and drainage improvements.
      3) Pavement design.
      4) Phasing notes and details.
      5) Signing and pavement marking improvements.

6) Temporary signalization improvements.
7) Quantity calculations.
8) Utility coordination.

B. Preparation of final roadway and drainage design calculations associated with the required improvements.

C. Conduct meetings with the City staff to review the construction documents.

D. Prepare an opinion of the probable construction costs.

2. Permitting Services:

The following permits/approvals are anticipated to be required prior to construction, or in conjunction with the proposed improvements. Applications for these permits/approvals will be completed, submitted to the City for execution, and forwarded to the appropriate regulatory agency for processing. Coordination with the regulatory agencies will be provided during the permit application review process, and requests for additional information as related to the engineering issues will be addressed. Attendance at the required meetings will also be performed:

A. SJRWMD permitting.

COMPENSATION

Final Engineering and Permitting……..$ 173,563.76

Refer to Attachment "A" for a detailed breakdown of the manhours and fees.

CONDITIONS OF PROPOSAL

1. Utility relocation design services are not included under this proposal.
2. Lighting design to be performed by the utility company.
3. Landscape and irrigation design is not included under this proposal.
4. Vacuum excavation / utility verification services are not included under this proposal.

SCHEDULE

A five (5) to six (6) month project schedule is anticipated to complete the design and permitting of this roadway.

We appreciate the opportunity to provide this proposal and trust that the information provided herein is sufficient for your needs. Pegasus Engineering is prepared to commence work on this assignment.

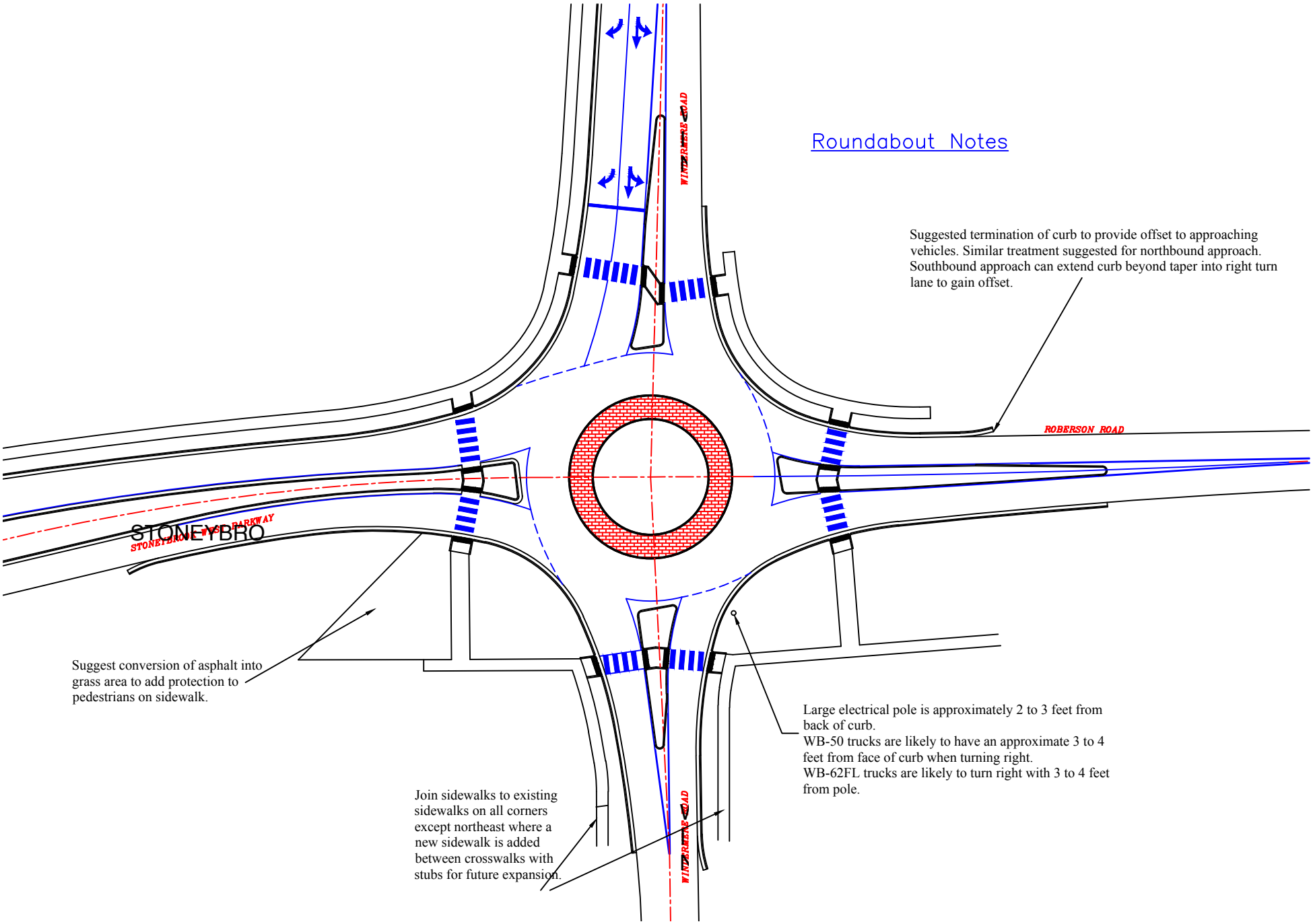
If you have any questions or require additional information, please contact us.

Very truly yours,

PEGASUS ENGINEERING, LLC

Fursan S. Munjed, P.E.
Principal

Attachment


Roundabout Notes
Suggested termination of curb to provide offset to approaching vehicles. Similar treatment suggested for northbound approach. Southbound approach can extend curb beyond taper into right turn lane to gain offset.
ROBERSON ROAD
WINTERGREEN ROAD
STONEYBROOK
STONEYBROOK PARKWAY
Suggest conversion of asphalt into grass area to add protection to pedestrians on sidewalk.
Large electrical pole is approximately 2 to 3 feet from back of curb.
WB-50 trucks are likely to have an approximate 3 to 4 feet from face of curb when turning right.
WB-62FL trucks are likely to turn right with 3 to 4 feet from pole.
Join sidewalks to existing sidewalks on all corners except northeast where a new sidewalk is added between crosswalks with stubs for future expansion.

ATTACHMENT "A"

FINAL DESIGN

MANHOUR & FEE ESTIMATE

Project Name: Windermere Road and Roberson Road Intersection

Description: Roundabout

Prepared By: Fursan Munjed **Date:** 11/2/2016 **P-169426**

No./Activity	Project Manager		Project Engineer		Senior Designer		Administrative		TOTAL		
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Manhours By Activity	Salary Cost For Activity	Average Hourly Rate
Roadway Design and Plans	192	$129.50	433	$106.25	317	$79.14	20	$48.92	962	$96,936.03	$100.77
Drainage Design and Permitting	66	$129.50	148	$106.25	108	$79.14	6	$48.92	328	$33,112.64	$100.95
Signing/Marking Plans	22	$129.50	50	$106.25	37	$79.14	3	$48.92	112	$11,236.44	$100.33
Temp. Signalization Plans	21	$129.50	47	$106.25	34	$79.14	2	$48.92	104	$10,501.85	$100.98
TOTALS	**301**		**678**		**496**		**31**		**1,506**	**$151,786.96**	**$100.79**

TOTAL CONTRACT FEE COMPUTATION	
Salary Cost	$151,786.96
(a) Design Survey Services	$14,500.00
(b) Geotechnical Work	$5,000.00
(c) Direct Reimbursables	$2,276.80
TOTAL AMOUNT	$173,563.76

Q:\PROPOSALS\2016\P-169426 Roundabout\[P-169426_Widermere Road and Roberson Road_Roundabout.XLS]2.ROADWAY

FINAL DESIGN

Project Name: **Windermere Road and Roberson Road Intersection**
Description: **Roundabout**
Prepared By: **Fursan Munjed** **Date:** **11/2/2016** P-169426

ITEM	SCALE 1"	BASIS OF ESTIMATE	NO. OF UNITS	MANHOURS PER UNIT	TOTAL MANHOURS	COMMENTS
ROADWAY DESIGN AND PLANS						
Key Map		Sheet	1	8	8	
Horizontal Geometry		L.S.	1	124	124	
Vertical Geometry		L.S.	1	48	48	
Summary of Pay Items		L.S.	1	36	36	
Project Layout Sheet		Each	1	8	8	
Typical Sections		Each	4	16	64	
General Notes		L.S.	1	4	4	
Horizontal and Vertical Control		L.S.	1	4	4	
Plan Sheets	40'	Sheet	5	24	120	
Profile Sheets	40'	Sheet	5	12	60	
Cross Sections and Grading		Each	48	3	144	
Roundabout Detail Sheet	20'	Each	1	36	36	
Pavement Design		L.S.	1	12	12	
Quantity Calculations		L.S.	1	40	40	
Cost Estimate		Each	2	8	16	
Phasing Notes and Details		Phase	2	48	96	
Utility Coordination		Each	6	8	48	
Utility Adjustment Plans		Sheet	5	6	30	
Erosion Control Details		Sheet	3	4	12	
SUBTOTAL					**910**	
QA/QC and Coordination					36	
Field Reviews		EA	2	4	8	
Meetings		EA	2	4	8	
TOTAL					**962**	

FINAL DESIGN

Project Name: **Windermere Road and Roberson Road Intersection**
Description: **Roundabout**
Prepared By: **Fursan Munjed** **Date:** **11/2/2016** P-169426

ITEM	SCALE 1"	BASIS OF ESTIMATE	NO. OF UNITS	MANHOURS PER UNIT	TOTAL MANHOURS	COMMENTS
DRAINAGE DESIGN AND PERMITTING						
Drainage Analysis		L.S.	1	36	36	
Hydraulic Grade Line Analysis		L.S.	1	16	16	
Pipe Size Calculations		L.S.	1	16	16	
Spread of Water Analysis		Each	1	24	24	
Prepare Stormwater Management Report		Each	1	24	24	
SJRWMD Permitting		L.S.	1	24	24	
Drainage Map		Sheet	1	12	12	
Summary of Drainage Structures		Each	24	2	48	
Drainage Data Sheet		Sheet	24	2	48	
Design of Storm Drains		Sheet	24	2	48	
SUBTOTAL					**296**	
QA/QC and Coordination					24	
Field Reviews		EA	1	4	4	
Meetings		EA	1	4	4	
TOTAL					**328**	

Q:\PROPOSALS\2016\P-169426 Roundabout\[P-169426_Widermere Road and Roberson Road_Roundabout.XLS]2.ROADWAY

FINAL DESIGN

Project Name: **Windermere Road and Roberson Road Intersection**
Description: **Roundabout**
Prepared By: **Fursan Munjed** **Date:** **11/02/16** P-169426

ITEM	SCALE 1"=	BASIS OF ESTIMATE	NO. OF UNITS	MANHOURS PER UNIT	TOTAL MANHOURS	COMMENTS
SIGNING AND MARKING PLANS						
Key Sheet		Sheet	1	4	4	
Tabulation of Quantities		Sheet	1	16	16	
General Notes		L.S.	1	4	4	
Plan Sheets	40'	Sheet	5	16	80	
SUBTOTAL					**104**	
QA/QC					8	
TOTAL					**112**	

FINAL DESIGN

Project Name: **Windermere Road and Roberson Road Intersection**
Description: **Roundabout**
Prepared By: **Fursan Munjed** **Date:** **11/02/16** P-169426

ITEM	SCALE 1"=	BASIS OF ESTIMATE	NO. OF UNITS	MANHOURS PER UNIT	TOTAL MANHOURS	COMMENTS
TEMPORARY SIGNALIZATION PLANS						
General Notes		L.S.	1	4	4	
Plan Sheet	20'	Phase	2	36	72	
Pole Calculations and Details		L.S.	1	16	16	
Miscellanous Detials		Sheet	1	4	4	
SUBTOTAL					**96**	
QA/QC					8	
TOTAL					**104**	

RESOLUTION 16-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE INDIVIDUALS QUALIFIED AND ELIGIBLE TO RUN AS CANDIDATES IN THE JANUARY 24, 2017 SPECIAL ELECTION TO FILL THE VACANCY ON THE CITY COMMISSION, DISTRICT 3, RESULTING FROM THE RESIGNATION OF COMMISSIONER ROBERT "BOBBY" OLSZEWSKI; PROVIDING DIRECTIONS TO THE CITY CLERK.

WHEREAS, in accordance with Resolution 16-06, the qualifying period for the January 24, 2017 Special Election to fill the vacancy on the City Commission for District 3 resulting from the resignation of Commissioner Robert "Bobby" Olszewski closed at 12:00 noon on December 6, 2016; and

WHEREAS, the City Clerk, as the registration officer for the City of Winter Garden under Section 41 of the City Charter, has received qualifying documents for the elected position, and has determined that the _____ individuals identified herein have filed the required qualifying documents and meet the requirements to become candidates for City Commission, District 3.

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are adopted as a material part of this Resolution.

Section 2. Candidates for Special Election. The City Commission finds that:

(1) **_____** has timely qualified as candidate for the office of City Commissioner **District 3.**

(2) **_____** has timely qualified as candidate for the office of City Commissioner **District 3.**

Section 3. Directions to City Clerk. The City Clerk is hereby directed to take all actions deemed necessary or advisable to ensure that the eligible and qualified candidates for the January 24, 2017 Special Election for City Commission, District 3, appear on the ballot for such election.

ADOPTED at a regular meeting of the City Commission of the City of Winter Garden, Florida, held on this 6th day of December, 2016.

_____
John Rees, Mayor

ATTEST:

_____
Kathy Golden, CMC, City Clerk

PENDING

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: City Clerk Golden

Date: November 21, 2016 **Meeting Date:** December 6, 2016

Subject: Appointment to fill the unexpired three-year term of resigning member Rachel Saunders on the election Canvassing Board

Issue: We anticipate Canvassing the Special Election for District 3 and the general election for Districts 1 and 5.

Member	**Position**	**Residency**
Andy Bruns	Regular	District 1
Benjamin LaTorre	Alt 1	District 2
Vacated by Rachel Saunders for a seat on the Planning and Zoning Board	Alt 2	
Lee Douglas	Regular	District 4

Interest form on file

John Murphy	District 1

Reference:
Charter Sec. 48. Canvassing board
(1) A city canvassing board shall be established for the purposes of canvassing ballots and election results. The canvassing board shall be composed of the city clerk and **two (2) citizens** who shall be selected by majority vote of the city commission**.** A **third and fourth citizen shall** also be selected by majority vote of the city commission to **serve as a first and second alternate** canvassing board member.

Attached Rachel Saunders resignation
Appointment Interest Form

Rachel Lora Saunders, MBA
13906 Daniels Landing Circle
Winter Garden, FL 34787
rsaunders@realvest.com
407-575-3964

November 10, 2016

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

Dear Ms. Golden:

Several community leaders have contacted me this week, encouraging me to apply for an opening on the Planning and Zoning Board. My initial response was hesitation due to my current position on the Canvassing Board and the requirement to resign one board before serving on another.

However, after much thought and prayer, and talking more with those same leaders, I have decided that I can better serve our community on the Planning and Zoning Board. Please accept my resignation for the Canvassing Board.

Sincerely,

Rachel Saunders

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

P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

BOARD APPOINTMENT INTEREST FORM

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

DATE: 10/6/2016 VERIFIED INTEREST ON:

LAST NAME: MURPHY FIRST: JOHN MIDDLE: EDWARD
HOME ADDRESS: 209 TRAIL BRIDGE CT., WINTER GARDEN, FL 37487
OFFICE ADDRESS: 8669 COMMODITY CIRCLE, ORLANDO FL 32819
HOME PHONE: 407-347-8889 CELL PHONE: 407-257-0109 WORK PHONE: 407-455-7551
EMAIL: JOHN.MURPHY@ONEBLOOD.RG FAX #:
CURRENT EMPLOYER: ONEBLOOD, INC. LENGTH: 5 ½ YEARS
POSITION: EXECUTIVE VICE PRESIDENT/CHIEF FINANCIAL OFFICER
EDUCATION: HIGH SCHOOL GRADUATE ☒ YES ☐ NO UNDERGRADUATE COLLEGE DEGREE IN: BA ACCOUNTING-UNIV OF SOUTH FL 1977
ADVANCED COLLEGE DEGREE IN: CERTIFIED PUBLIC ACCOUNTANT OTHER:

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

COMMUNITY INVOLVEMENT: PAST PRESIDENT-WINTER GARDEN HERITAGE FOUNDATION, BUILDING COMMITTEE CHAIR-GARDEN THEATRE, PAST CHAIR WEST ORANGE HEALTHCARE DISTRICT
INTERESTS/ACTIVITIES: TRAVEL, OUTDOOR ACTIVITIES
WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS? I ENJOY CONTRIBUTING TO THIS GREAT COMMUNITY. WE GET SUCH TREMENDOUS BENEFIT, IT IS ONLY FAIR TO GIVE BACK

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

ARE YOU A RESIDENT OF WINTER GARDEN? ☒ YES ☐ NO IF YES, CONTINUOUS RESIDENT SINCE? DEC 2010
ARE YOU A REGISTERED VOTER OF ORANGE COUNTY? ☒ YES ☐ NO WHICH CITY DISTRICT? 1
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARDS? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD: WINTER GARDEN HERITAGE FOUNDATION, WEST ORANGE HEALTHCARE DISTRICT

HAVE YOU EVER SERVED ON A GOVERNMENT BOARD? ☒ YES ☐ NO IF YES, PLEASE STATE NAME OF BOARD: CITY OF WINTER GARDEN – ARCHITECTURAL REVIEW AND HISTORICAL PRESERVATION BOARD; WEST ORANGE HEALTHCARE DISTRICT

REFERENCES:
RONALD SIKES - LARRY CAPPLEMAN - WARD BRITT

WHICH BOARD(S) ARE YOU INTERESTED?

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

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

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

THANK YOU FOR YOUR INTEREST IN SERVING YOUR COMMUNITY.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Theo Graham, General Employees Pension Board Chairman

Date: December 6, 2016 **Meeting Date:** December 6, 2016

Subject: Expiring term of a General Employees Pension Board Trustee

Issue: Affirming the reappointment of Trustee member Mark Griffith

The General Employees Pension Board met on December 6, 2016 and selected Mark Griffith to be reappointed. Mr. Griffith has indicated he would accept the reappointment. His term expires on December 31, 2016 and this appointment would be for two years.

Reference:

City Code Sec. 54-28. Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be appointed by the city commission, and two of whom shall be members of the system, who shall be elected by a majority of the general employees who are members of the system. **The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office.**