



CITY COMMISSION

AGENDA

CITY HALL COMMISSION CHAMBERS

300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

January 23, 2025

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting Minutes – January 9, 2025

2. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **Ordinance 25-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing after State Review – Planning Director Carson**
- B. **Ordinance 25-05:** 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 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF E MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing after State Review – Planning Director Carson**
- C. **Ordinance 25-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF E MAPLE STREET FROM RESIDENTIAL NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing after State Review – Planning Director Carson**
- D. **Ordinance 25-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN RELATING TO CODE ENFORCEMENT; PROVIDING FOR THE APPOINTMENT OF A SPECIAL MAGISTRATE BY THE CITY COMMISSION; PROVIDING THAT REFERENCES TO THE CODE ENFORCEMENT BOARD ELSEWHERE IN THE CODE, THE WINTER GARDEN LAND DEVELOPMENT REGULATIONS AND ANY OTHER CODES, ORDINANCES AND RESOLUTIONS OF WINTER GARDEN, FLORIDA, ARE ALSO DEEMED REFERENCES TO THE SPECIAL MAGISTRATE; GRANTING ALL POWERS AND DUTIES AS PRESCRIBED BY FLORIDA LAW TO THE SPECIAL MAGISTRATE, INCLUDING THE AUTHORITY TO ISSUE ORDERS, LEVY FINES, AND ENFORCE DECISIONS; CONFORMING THE PROVISIONS GOVERNING THE CONDUCT OF HEARINGS, ADMINISTRATIVE FINES, COSTS OF REPAIR AND LIENS; PROVIDING FOR ENFORCEMENT PROCEDURES, CONDUCT OF HEARINGS, ADMINISTRATIVE FINES AND LIENS; SETTING FORTH DESIGNATION, QUALIFICATIONS AND COMPENSATION OF THE SPECIAL MAGISTRATE – **Second reading and public hearings February 13, 2025 – Planning Director Carson**

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

- A. **Ordinance 25-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – **Finance Director Zielonka**

4. **REGULAR BUSINESS**

- A. **Resolution 25-03:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA EXPRESSING SUPPORT OF LEGISLATION REQUIRING HANDS-FREE PHONE USE WHILE DRIVING; PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**
- B. Recommendation to waive formal procurement process and hire DRMP to provide topographic survey in East Winter Garden in the amount of **\$57,000** – **Assistant City Manager for Public Services Pash**
- C. Recommendation to approve distribution of awarded Edward Byrne Memorial Justice Assistance Grant (JAG) funds for purchase of SWAT vests and equipment in the amount of **\$13,242** and other law enforcement trust funds, with public comment – **Police Chief Graham**
- D. Recommendation to authorize Mayor and Police Chief execute new Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement – **Police Chief Graham**
- E. Recommendation to approve purchase of 23 Cisco Catalyst switches with associated peripherals and licensing in the amount of **\$91,879** – **Information Technology Director Livingston**
- F. Recommendation to approve renewal of Microsoft Enterprise License Agreement, year two of three, in the amount of **\$154,500.51** – **Information Technology Director Livingston**
- G. Recommendation to sign the Assignment of Drainage Easement from Orange County to the City of Winter Garden – **Planning Director Carson**
- H. Recommendation to approve **FINAL PLAT** for 1104 South Park Ave (Golden Palms), subject to conditions – **Planning Director Carson**

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

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

7. **MATTERS FROM CITY MANAGER** – Jon C. Williams

- A. Recommendation to approve Settlement Agreement with GIL, Inc.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to **Regular Meeting** on Thursday, **February 13, 2025** 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)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.

	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 Ext 2297.		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 Ext. 5455.
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CITY OF WINTER GARDEN

City Commission REGULAR MEETING MINUTES

January 9, 2025

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
Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager Jon C. Williams
City Attorney Kurt Ardaman
City Clerk Angela J. Grimage

1. **APPROVAL OF MINUTES**

Motion by Commissioner Bennett to approve regular meeting minutes of December 12, 2024, as submitted. Seconded by Commissioner Jones and carried unanimously 4-0.

Commissioner Sharman arrived at this point in the meeting at 6:31 p.m.

2. **PRESENTATION**

A. **Proclamation 25-01:** Proclaiming Certified Registered Nurse Anesthetists Week of January 19 – 25, 2025, was read by Mayor John Rees.

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

A. **Ordinance 25-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-03 by title and an excerpt of revenues with matching expenditures. Finance Director Zielonka stated that this ordinance amends the current year budget to carry forward projects budgeted for the last fiscal year but not completed by the end of the fiscal year. She noted that Exhibit 1 lists projects as recommended by staff.

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

Motion by Commissioner Bennett to approve Ordinance 25-03 with the second reading and public hearing being scheduled for January 23, 2025. Seconded by Commissioner Johnson and carried unanimously 5-0.

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

- A. **Ordinance 25-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE VI, ENTITLED "SCHOOL ZONE SPEED ENFORCEMENT,"; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-01 by title only. Police Chief Steve Graham noted the purpose of this ordinance as authorizing the use of speed detection systems within designated school zones. He expressed that this is to minimize the unacceptable hazard of speeding that threatens the health, safety, and welfare of students and pedestrians in the City.

Mayor Rees voiced safety concerns about the ability for one to speed 10 miles per hour (mph) over the speed limit and noted his efforts to speak to the legislature regarding the issue, but with no resolve. Mayor Rees inquired about the City's ability to set the limit at 5 mph over. Police Chief Graham responded, no, as the legislature has set this limit of 10 mph over. However, Police Chief Graham offered the City's ability to place motor officers at certain locations for monitoring. Discussion ensued on equipment monitoring speed versus the physical presence of an officer, tickets issued and the varying costs, and an officer's ticket taking precedence over that of a speed device. Also discussed was law enforcement, the establishing of speeding thresholds and the effect being a significant reduction in speeding. As topics of data collection were addressed, the City Commission recognized a RedSpeed representative to address some of these issues.

Craig Parks, of RedSpeed spoke of statistical reporting, detailed transparency, and the ability to build special reports for the City. He noted a 66% reduction in crashes as noted in the State of Georgia. He pointed out limitation for personnel to sit in school zones all day. He informed that their system is a compliment to law enforcement efforts and not a replacement.

Mayor Rees read an excerpt from a related article and there was discussion regarding the laws, a one-day study, standard deviations, and a week-long study to provide more data.

Mayor Rees opened the public hearing.

Gretchen Tope, 512 N. Lakeview Avenue, Winter Garden, Florida, addressed concerns regarding the law and people thinking that they can speed in other areas of the City.

There was discussion on \$100 fines for speed cameras versus additional fees for tickets written by a physical police officer. Also discussed were higher speeds, which could possibly warrant a reckless driving citation or an arrest, which would be at the discretion of the police officer.

Hearing and seeing no other requests for public comment, Mayor Rees closed the public hearing.

Motion by Commissioner Jones to adopt Ordinance 25-01. Seconded by Commissioner Sharman and carried unanimously 5-0.

- B. **Ordinance 25-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE V, ENTITLED "THE CITY OF WINTER GARDEN TRAFFIC LIGHT SAFETY ACT", ESTABLISHING A RED-LIGHT ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF TRAFFIC INFRACTION DETECTORS FOR RED LIGHT VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-02 by title only. Police Chief Steve Graham stated that the purpose of this ordinance is authorizing the use of traffic infraction detectors. This effort is to promote, protect, and improve the health, safety, and welfare of citizens by the reduction of traffic incidents caused by motorists who fail to obey erected traffic control devices.

There was discussion that this is for intersections where some people would run a red light. It was noted that those tickets would be \$158.

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

Motion by Commissioner Sharman to adopt Ordinance 25-02. Seconded by Commissioner Johnson and carried unanimously 5-0.

5. **REGULAR BUSINESS**

- A. **Resolution 25-02:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING NOT TO EXEMPT CERTAIN PROPERTIES FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND EXPIRATION

City Attorney Ardaman read Resolution 25-02 by title only. Planning Director Kelly Carson spoke of the Florida Statutes, the Shimberg Center for Housing Studies 2024 Report, and the identification of the Orlando-Kissimmee, Florida Metropolitan Statistical Area (MSA), which includes Orange County, having a surplus of affordable and available units for households in the 0-120 percent Area Median Income (AMI) category relative to the number of renter households in the same category. She stated that based on this finding, the City elects not to exempt properties eligible for the 80 to 120 tax exemption under Section 196.1978(3)(d)1.a., Florida Statutes and directs the Orange County Property Appraiser not to grant such exemptions for the 2025 tax roll or any tax year this Resolution is in effect. Staff recommended approval.

Motion by Commissioner Sharman to approve Resolution 25-02. Seconded by Commissioner Bennett and carried unanimously 5-0.

- B. Recommendation to approve Construction Contract for the Crest Avenue WWTP Upgrades for Guaranteed Maximum Price 1 & 2 (GMP-1 & GMP-2) to Wharton-Smith, Inc in the amount of \$132,637,770

City Engineer Jim Monahan stated that the Wharton-Smith, Inc. CMAR Team evaluated numerous bid submittals for multiple construction categories to calculate the final cost of the WWTP project. To begin construction, the City of Winter Garden and Wharton-Smith, Inc. need to enter a contract for the work, which he noted defines each entities roles and responsibilities to complete the necessary construction upgrades. Staff recommended approval.

Motion by Commissioner Bennett to approve Construction Contract for the Crest Avenue WWTP Upgrades for Guaranteed Maximum Price 1 & 2 (GMP-1 & GMP-2) to Wharton-Smith, Inc. in the amount of \$132,637,770. Seconded by Commissioner Sharman and carried unanimously 5-0.

- C. Recommendation to approve Professional Services Agreement with Inspire Placemaking Collective in the amount of \$299,640

Planning Director Kelly Carson stated that Inspire Placemaking Collective submitted a Professional Services Agreement to aid City staff in preparation and transmittal of the City's Comprehensive plan update. Ms. Carson described some components of the agreement and noted their past work with the City. Staff recommended approval.

Motion by Commissioner Sharman to approve Professional Services Agreement with Inspire Placemaking Collective in the amount of \$299,640. Seconded by Commissioner Johnson and Jones simultaneously and carried unanimously 5-0.

D. Recommendation to approve SITE PLAN for 321 North Hennis Road (Park Industrial New Office), subject to conditions

Planning Director Kelly Carson stated that the applicant is proposing to demolish two buildings, including the 35,813-square-foot Diamond R Fertilizer plant, and refurbish several existing buildings. She noted the applicant's proposed use of the property, associated parking, fencing removal and replacement, and other landscaping improvements.

There was discussion on the excitement of the neighbors for there to no longer be a fertilizer plant at this location. Also mentioned was a former rose garden and care to be given regarding the future aesthetics.

Motion by Commissioner Sharman to approve SITE PLAN for 321 North Hennis Road (Park Industrial New Office), subject to conditions. Seconded by Commissioner Bennett and carried unanimously 5-0.

E. Recommendation to approve SPECIAL EVENT for the Sixth Annual Martin Luther King Jr. Parade and Celebration on Monday, January 20, 2025, downtown with street closure

Planning Director Kelly Carson stated that this is a request for approval of the 6th Annual Martin Luther King, Jr. Day Parade and celebration in Downtown Winter Garden on Monday, January 20, 2025. She spoke of the parade route, event activities, and road closure. Staff recommended approval.

Motion by Commissioner Jones to approve SPECIAL EVENT for the Sixth Annual Martin Luther King Jr. Parade and Celebration on Monday, January 20, 2025, downtown with street closure. Seconded by Commissioner Johnson and carried unanimously 5-0.

F. BOARD APPOINTMENT: Code Enforcement Board

Planning Director Kelly Carson noted the resignation of former Code Enforcement Board member Jack Litteral and recommended appointment of one new member for the unexpired seat.

Motion by Commissioner Jones to appoint Eddie Young to the Code Enforcement Board to fill the unexpired seat. Seconded by Commissioner Bennett and carried unanimously 5-0.

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

7. **MATTERS FROM CITY MANAGER**

City Manager Jon C. Williams wished everyone a Happy New Year. He noted that the City approved Ordinance 08-43 in 2008, establishing and authorizing a fire assessment to fund fire services. He disclosed that the ordinance was never implemented, and with a recent adoption of Amendment 5 in November, the City would see inflation adjustments to the

current homestead exemption. Furthermore, Mr. Williams spoke of this possibly having a negative impact on the City's revenues, which would not be seen until later in the fiscal year. He noted requesting an update to the fire assessment and received two proposals. One proposal was from Benesch in the amount of \$47,845 and one from Anser Advisory Management in the amount of \$62,000. Mr. Williams indicated that, although this item falls within his realm of signing authority, he wanted to bring awareness and move forward with Benesch.

There was discussion and inquiry on this item being discussed again, and whether this was a fact-finding item to be reviewed later. City Manager Williams noted that statutorily, the City would preserve its right, review the budget, and if it were found that this impact would be too much, have this data available to implement this assessment should the City decide to do so. Discussion ensued on the necessity to review all impact fees, escalating operating costs, higher wages, and limitations in increasing the millage rate.

Motion by Commissioner Sharman to approve moving forward with a fire assessment from Benesch in the amount of \$47,845. Seconded by Commissioner Johnson and carried unanimously 5-0.

City Manager Jon C. Williams announced that the City has finally closed on the Lumen/CenturyLink property on January 3, 2025. There was discussion on the cleanup of this property.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman spoke favorably of the Christmas Parade and the Holiday Season in the City of Winter Garden.

Commissioner Johnson wished everyone a Happy New Year and encouraged them to start the year 2025 in a good way.

Commissioner Jones thanked staff for a wonderful job done for the holidays, noting her visiting family was impressed. She also wished everyone an amazing Happy New Year.

Commissioner Bennett echoed comments made by Commissioner Jones.

Mayor Rees voiced appreciation to the City staff for all their hard work during the holidays.

The meeting adjourned at 7:08 p.m.

ATTEST:

APPROVED:

City Clerk Angela J. Grimmage

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: December 31, 2024 **Meeting Date:** January 23, 2025

Subject: Ordinance 25-04
Comprehensive Plan Amendment – New Future Land Use Designations
for the Historic East Winter Garden Neighborhood

Issue: An ordinance of the City of Winter Garden, Florida, adding Policy 1-1.2.19 and Policy 1-1.2.20 of the future land use element of the Winter Garden Comprehensive Plan.

Discussion: The City has initiated a Comprehensive Plan amendment that would add two new policies to the future land use element. The policies would establish two new future land use designations: Neighborhood Residential and Neighborhood Mixed-Use. These new designations will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The new policies will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

Recommended Action: Staff recommends approval of Ordinance 25-04, requesting that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, adding Policy 1-1.2.19 and Policy 1-1.2.20 of the future land use element.

Attachment(s)/References:
Ordinances 25-04
Business Impact Estimate

ORDINANCE 25-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Winter Garden desires to update the Future Land Use Element of said plan to add policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; and

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

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

Section 1: **Recitals.** The above recitals are hereby incorporated by reference and shall constitute the legislative findings of the City Commission of the City of Winter Garden.

Section 2: **Adoption:** The Future Land Use Element of the City of Winter Garden Comprehensive Plan is hereby amended regarding policies relating to future land use categories that fall within the limits of the City’s East Plant Street Character Area, as set forth below and shall be amended to read as follows (words that are underlined are additions; ~~stricken through~~ provisions are being deleted; all other goals, policies and provisions of the Future Land Use Element not included shall remain unchanged):

FUTURE LAND USE ELEMENT: Goals, Objectives, and Policies

Policy 1-1.2.19: **Neighborhood Residential.** Properties designated with the Neighborhood Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 10 dwelling units per gross acre if awarded a development bonus for creating affordable/workforce housing and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities above the stated permitted range.

The Neighborhood Residential designation shall provide for mostly residential uses on the east side of the Historic East Winter Garden Neighborhood, maintaining the traditional suburban character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Housing units shall consist of detached single-family structures as well as other housing types that supplement the neighborhood's housing supply and accommodate age-in-place solutions. Civic, nonprofit, and other institutional development that provides vital services to the neighborhood shall also be part of this category.

The zoning classifications that are consistent with the Neighborhood Residential classification are PUD, R-2, R-4, and R-5.

Policy 1-1.2.20: Neighborhood Mixed-Use. Properties designated with the Neighborhood Mixed-Use land use category are required to be developed at a floor area ratio not greater than 0.75 and up to a floor area ratio of 3.0 by development bonus. Gross residential density shall not be greater than 10 dwelling units per acre and up to 20 dwelling units per acre by development bonus. Development bonuses may be awarded for creating affordable/workforce housing, locally-owned commercial spaces, and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities or intensities above the stated permitted range.

The Neighborhood Mixed-Use designation shall provide for residential and neighborhood-oriented commercial uses on the west side of the Historic East Winter Garden Neighborhood, maintaining the traditional neighborhood character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Smaller, neighborhood-scaled mixed-use development will be encouraged in this land use where multiple uses may occupy the same building or same parcel. The mixture of uses shall allow for development in a traditional neighborhood form. Development shall be oriented towards the roads, with on-street parking, street-oriented retail storefronts, street trees and furnishings, and trail connections to create a multi-modal and pedestrian-friendly area. The zoning classifications that are consistent with the Neighborhood Mixed-Use land use designation include RNC-2, C-3, C-4, PCD, PUD, and CAPUD.

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

SECTION 4: Conflicts: In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls to the extent of the conflict.

SECTION 5: Severability: If any portion of this Ordinance is determined to void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION 6: Effective Date: This Ordinance shall become effective after adoption in accordance with general law.

FIRST READING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this ___ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-04: Comprehensive Plan Amendment – New Future Land Use Designations for the Historic East Winter Garden Neighborhood

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment that would add two new policies to the future land use element. The policies would establish two new future land use designations: Neighborhood Residential and Neighborhood Mixed-Use. These new designations will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The new policies will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of these regulations will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The new FLU designations will make it easier to develop affordable housing and start local businesses by establishing a density and intensity bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: December 31, 2024 **Meeting Date:** January 23, 2025

Subject: Ordinance 25-05
Future Land Use Amendment – Neighborhood Residential (100.5 ± acres)
PARCEL ID # Various

Issue: The City requests to amend the future land use designation of the subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

Discussion: The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Residential will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved..

Recommended Action: Staff recommends approval of Ordinance 25-05, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 100.5 ± acre subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

Attachment(s)/References:
Location Map
Staff Report
Ordinances 25-05
Business Impact Estimate

ORDINANCE 25-05

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 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF E MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to update the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; and

WHEREAS, the City has initiated an amendment to the Winter Garden Comprehensive Plan affecting certain real property generally described as 100.5 ± acres generally located south of E Plant Street, east of 11th Street, west of Florida State Road 429, and north of E Maple Street, graphically depicted in ATTACHMENT "A" (the "Property") to amend the Future Land Use classification from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential; and

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

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

SECTION I. *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the

aforesaid Property to Neighborhood Residential as set forth in ATTACHMENT "B".

SECTION II. *Effective Date.* Provided that Ordinance 25-04 is adopted to amend the City's Comprehensive Plan to establish Neighborhood Residential as a new Future Land Use designation, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

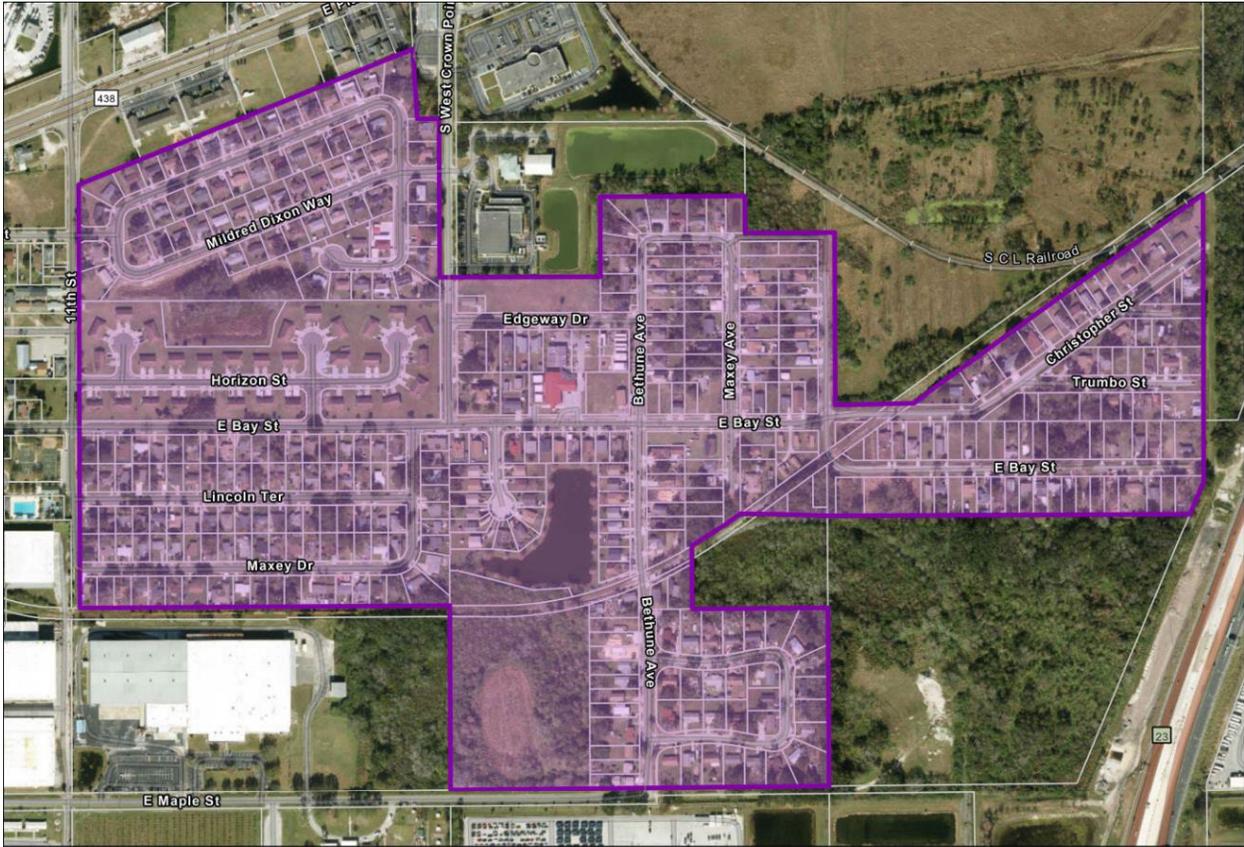
APPROVED:

JOHN REES, Mayor/Commissioner

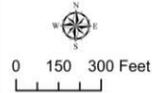
ATTEST:

ANGELA GRIMMAGE, City Clerk

ATTACHMENT "A"
THE "PROPERTY"



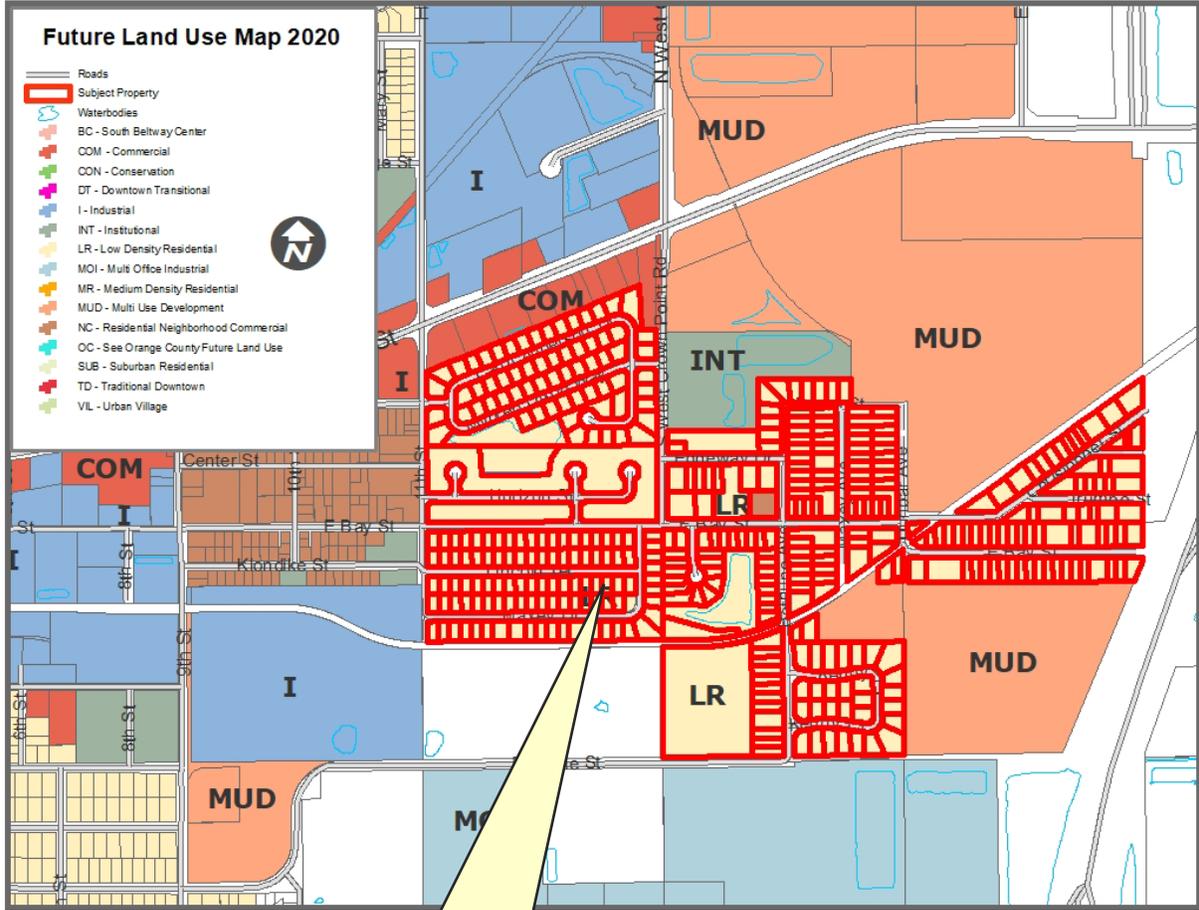
Neighborhood Residential Future Land Use Amendment



ATTACHMENT "B"

FUTURE LAND USE MAP

FUTURE LAND USE AMENDMENT AREA

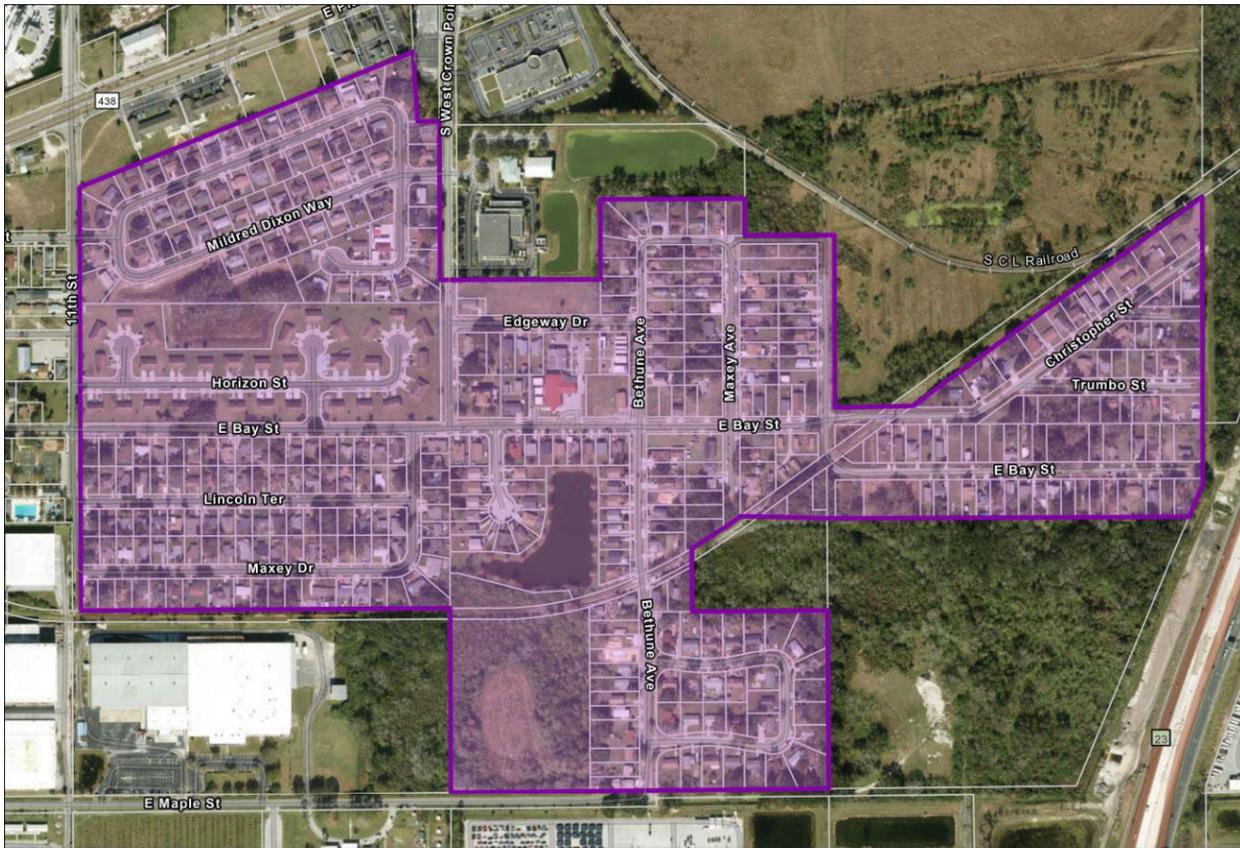


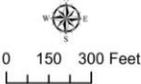
Amending parcels outlined in red as "Subject Property" from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

LOCATION MAP

Ordinance 25-05

Future Land Use Amendment



	<p>Neighborhood Residential Future Land Use Amendment</p>	
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CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNING DIRECTOR
DATE: DECEMBER 23, 2024
SUBJECT: FUTURE LAND USE MAP AMENDMENT
NEIGHBORHOOD RESIDENTIAL (100.5 +/- ACRES)
PARCEL ID #: VARIOUS

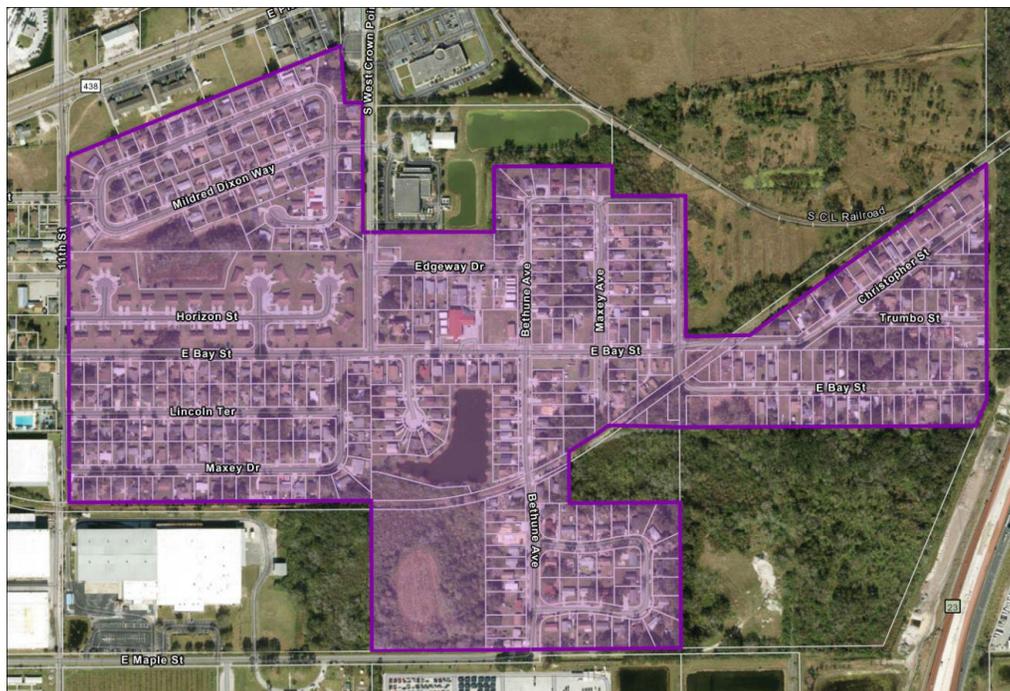
APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

The purpose of this report is to evaluate the proposed, City-initiated future land use map amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located south of E Plant Street, east of 11th Street, west of Florida State Road 429, and north of E Maple Street, and is approximately 100.5 ± acres in size.

The map below graphically depicts the subject property:



The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. This ordinance proposes to change the future land use designation of 100.5 ± acres of property on the east side of the Historic East Winter Garden Neighborhood from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

This future land use change is being proposed in conjunction with an associated Comprehensive Plan change that would add Neighborhood Residential as a new future land use element (Ordinance 25-04). Pending approval of Ordinance 25-04 adding the new future land use category, the City’s Comprehensive Plan policy for Neighborhood Residential will state:

Policy 1-1.2.19: Neighborhood Residential. Properties designated with the Neighborhood Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 10 dwelling units per gross acre if awarded a development bonus for creating affordable/workforce housing and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities above the stated permitted range.

The Neighborhood Residential designation shall provide for mostly residential uses on the east side of the Historic East Winter Garden Neighborhood, maintaining the traditional suburban character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Housing units shall consist of detached single-family structures as well as other housing types that supplement the neighborhood’s housing supply and accommodate age-in-place solutions. Civic, nonprofit, and other institutional development that provides vital services to the neighborhood shall also be part of this category.

The zoning classifications that are consistent with the Neighborhood Residential classification are PUD, R-2, R-4, and R-5.

EXISTING USE

The subject property includes 413 ± lots on the east side of the Historic East Winter Garden Neighborhood that feature mostly single-family residential homes and structures.

ADJACENT LAND USE AND ZONING

The property is located on the east side of the Historic East Winter Garden Neighborhood, with commercial uses to the north along E Plant Street, vacant commercial uses in Winter Garden and Ocoee to the east, commercial and industrial uses to the south, and mixed residential and neighborhood commercial uses to the west.

PROPOSED USE

The proposed comprehensive plan amendment changing the subject property’s FLU designation to Neighborhood Residential will ensure that the Historic East Winter Garden Neighborhood is

developed and redeveloped in accordance with the community’s vision and ensure the health, safety, and welfare of the neighborhood is preserved. This change will also ensure the future land use designation will be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

PUBLIC FACILITY ANALYSIS

The City will continue to provide potable water, reclaimed water and sewer service to the area. The City has facilities with adequate capacity to serve the subject property. The City will continue to provide utilities for the subject property.

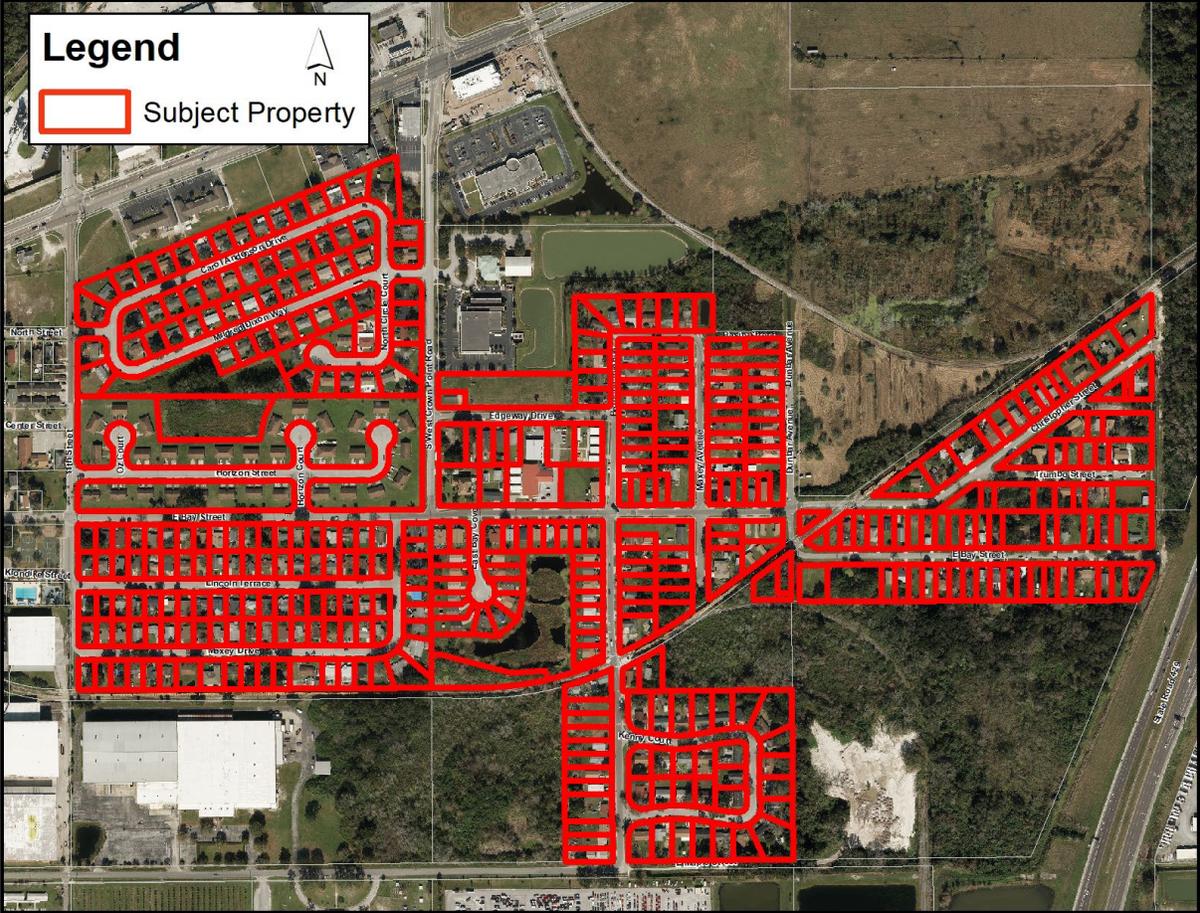
The City will continue to provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The subject property will continue to be served by both Orange County Fire and Rescue and the City Fire Department under the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

SUMMARY

Staff recommends approval of Ordinance 25-05, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 100.5 ± acre subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

WINTER GARDEN AERIAL MAP

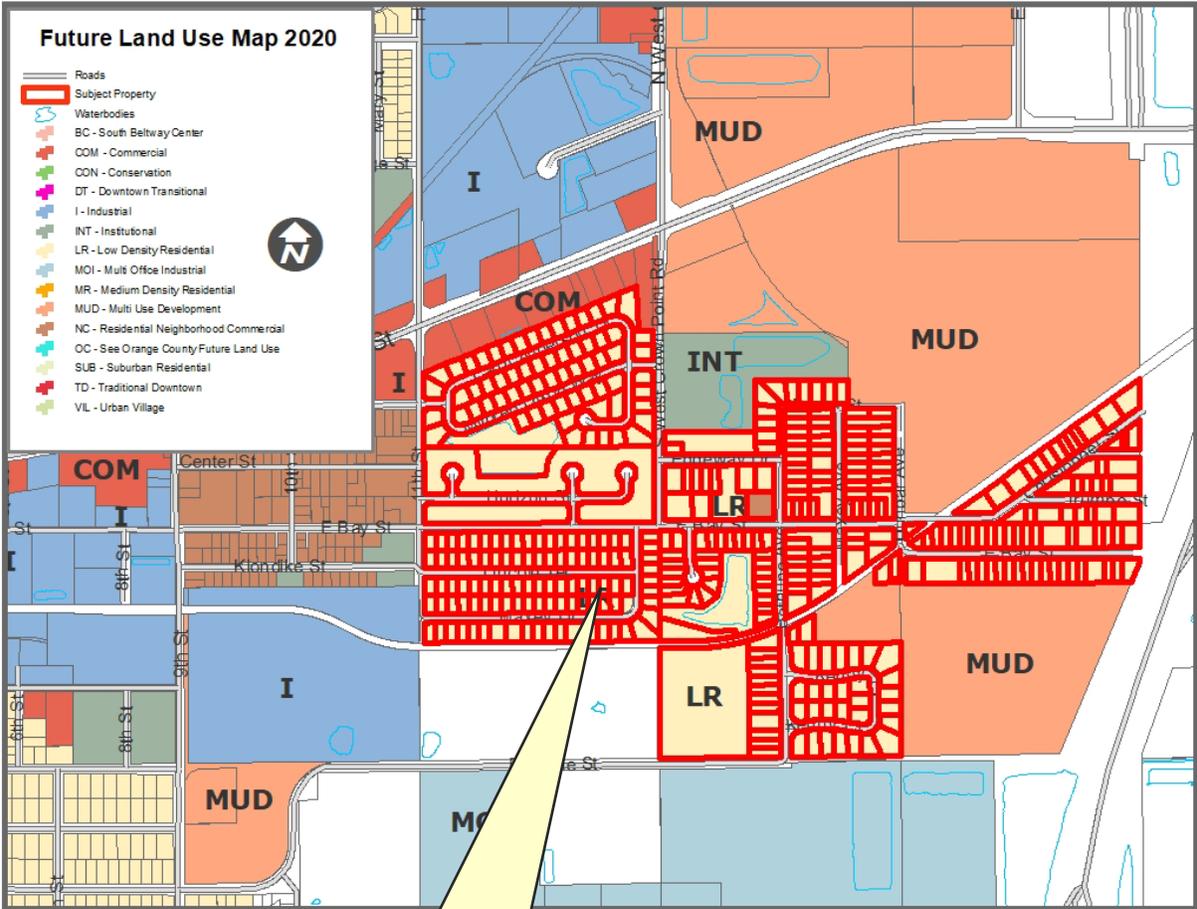
Neighborhood Residential FLU Amendment Area



WINTER GARDEN FUTURE LAND USE MAP

EXISTING & PROPOSED

Neighborhood Residential FLU Amendment Area

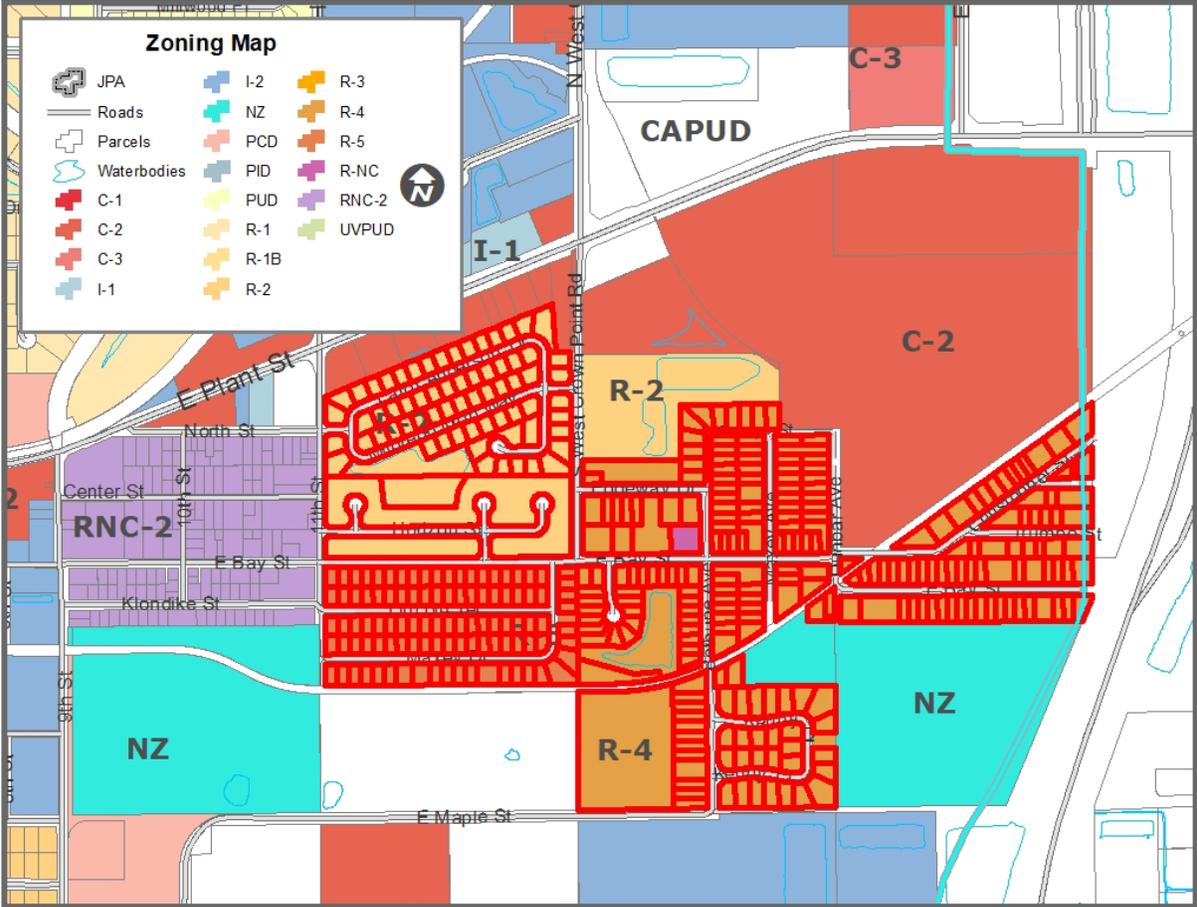


Amending parcels outlined in red as “Subject Property” from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

WINTER GARDEN ZONING MAP

EXISTING

Neighborhood Residential FLU Amendment Area



END OF STAFF REPORT



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-05: FLU Amendment – Neighborhood Residential

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment to change the future land use of 100.5 ± acres of property on the east side of the Historic East Winter Garden Neighborhood from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential. This change is in conjunction with an associated Comprehensive Plan change that would add Neighborhood Residential as a new future land use element. This future land use amendment will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The FLU change will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of this ordinance will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The FLU amendment will make it easier to develop affordable housing by establishing a density bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: December 31, 2024 **Meeting Date:** January 23, 2025

Subject: Ordinance 25-06
Future Land Use Amendment – Neighborhood Mixed-Use (22.8 ± acres)
PARCEL ID # Various

Issue: The City requests to amend the future land use designation of the subject property from Residential Neighborhood Commercial & Institutional to Neighborhood Mixed-Use.

Discussion: The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Mixed-Use will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved.

Recommended Action: Staff recommends approval of Ordinance 25-06, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 22.8 ± acre subject property from Residential Neighborhood Commercial & Institutional to Neighborhood Mixed-Use.

Attachment(s)/References:
Location Map
Staff Report
Ordinances 25-06
Business Impact Estimate

ORDINANCE 25-06

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF E MAPLE STREET FROM RESIDENTIAL NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to update the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; and

WHEREAS, the City has initiated an amendment to the Winter Garden Comprehensive Plan affecting certain real property generally described as 22.8 ± acres generally located south of North Street, east of 9th Street, west of 11th Street, and north of E Maple Street, graphically depicted in ATTACHMENT "A" (the "Property") to amend the Future Land Use classification from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use; and

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

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

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

SECTION II. *Effective Date.* Provided that Ordinance 25-04 is adopted to amend the City's Comprehensive Plan to establish Neighborhood Mixed-Use as a new Future Land Use designation, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

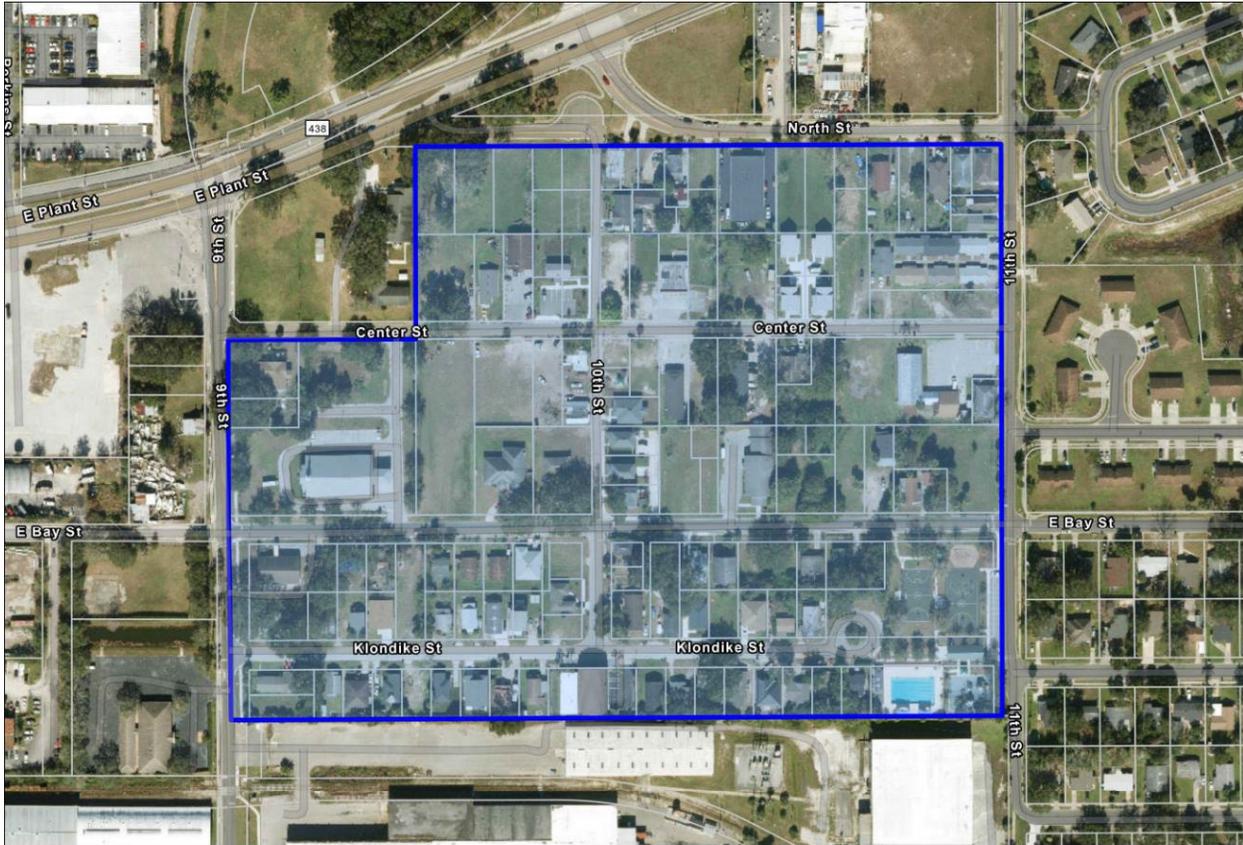
APPROVED:

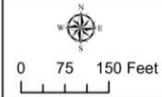
JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

ATTACHMENT "A"
THE "PROPERTY"

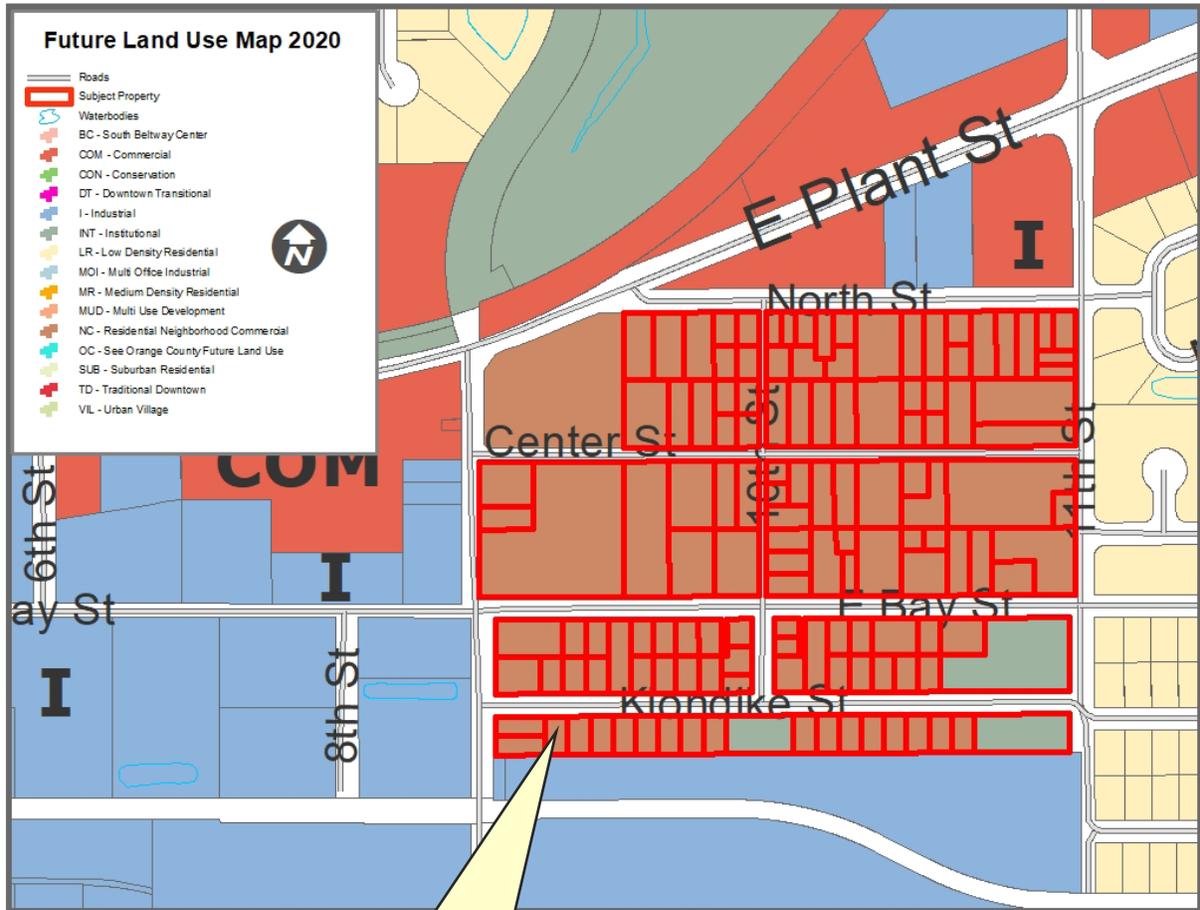


	<p>Neighborhood Mixed-Use Future Land Use Amendment</p>	
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ATTACHMENT "B"

FUTURE LAND USE MAP

FUTURE LAND USE AMENDMENT AREA



Amending parcels outlined in red as "Subject Property" from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

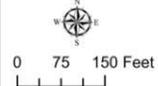
LOCATION MAP

Ordinance 25-06

Future Land Use Amendment



Neighborhood Mixed-Use Future Land Use Amendment



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

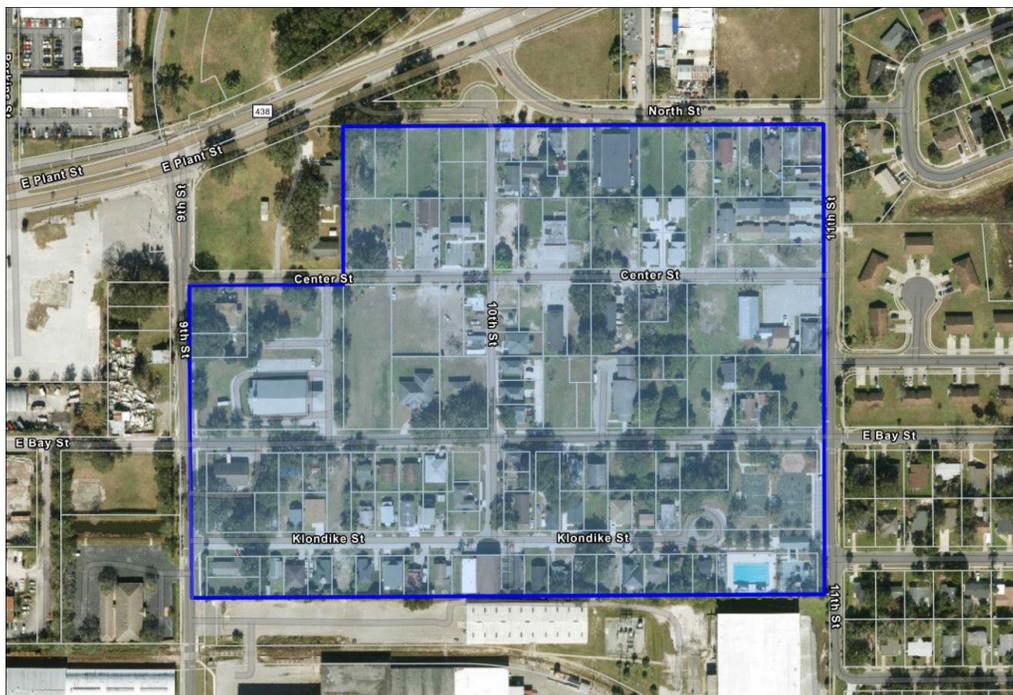
TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNING DIRECTOR
DATE: DECEMBER 23, 2024
SUBJECT: FUTURE LAND USE MAP AMENDMENT
NEIGHBORHOOD MIXED-USE (22.8 +/- ACRES)
PARCEL ID #: VARIOUS
APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

The purpose of this report is to evaluate the proposed, City-initiated future land use map amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located south of North Street, east of 9th Street, west of 11th Street, and north of E Maple Street, and is approximately 22.8 ± acres in size.

The map below graphically depicts the subject property:



The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. This ordinance proposes to change the future land use designation of 22.8 ± acres of property on the west side of the Historic East Winter Garden Neighborhood from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

This future land use change is being proposed in conjunction with an associated Comprehensive Plan change that would add Neighborhood Mixed-Use as a new future land use element (Ordinance 25-04). Pending approval of Ordinance 25-04 adding the new future land use category, the City’s Comprehensive Plan policy for Neighborhood Mixed-Use will state:

Policy 1-1.2.19: Neighborhood Mixed-Use. Properties designated with the Neighborhood Mixed-Use land use category are required to be developed at a floor area ratio not greater than 0.75 and up to a floor area ratio of 3.0 by development bonus. Gross residential density shall not be greater than 10 dwelling units per acre and up to 20 dwelling units per acre by development bonus. Development bonuses may be awarded for creating affordable/workforce housing, locally-owned commercial spaces, and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities or intensities above the stated permitted range.

The Neighborhood Mixed-Use designation shall provide for residential and neighborhood-oriented commercial uses on the west side of the Historic East Winter Garden Neighborhood, maintaining the traditional neighborhood character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Smaller, neighborhood-scaled mixed-use development will be encouraged in this land use where multiple uses may occupy the same building or same parcel. The mixture of uses shall allow for development in a traditional neighborhood form. Development shall be oriented towards the roads, with on-street parking, street-oriented retail storefronts, street trees and furnishings, and trail connections to create a multi-modal and pedestrian-friendly area. The zoning classifications that are consistent with the Neighborhood Mixed-Use land use designation include RNC-2, C-3, C-4, PCD, PUD, and CAPUD.

EXISTING USE

The subject property includes 137 ± lots on the west side of the Historic East Winter Garden Neighborhood that features a mix of residential, neighborhood commercial, and institutional buildings and structures.

ADJACENT LAND USE AND ZONING

The property is located on the west side of the Historic East Winter Garden Neighborhood, with commercial uses to the north along E Plant Street, mostly single-family residential uses to the east, and commercial and industrial uses to the south and west.

PROPOSED USE

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Mixed-Use will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved. This change will also ensure the future land use designation will be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

PUBLIC FACILITY ANALYSIS

The City will continue to provide potable water, reclaimed water and sewer service to the area. The City has facilities with adequate capacity to serve the subject property. The City will continue to provide utilities for the subject property.

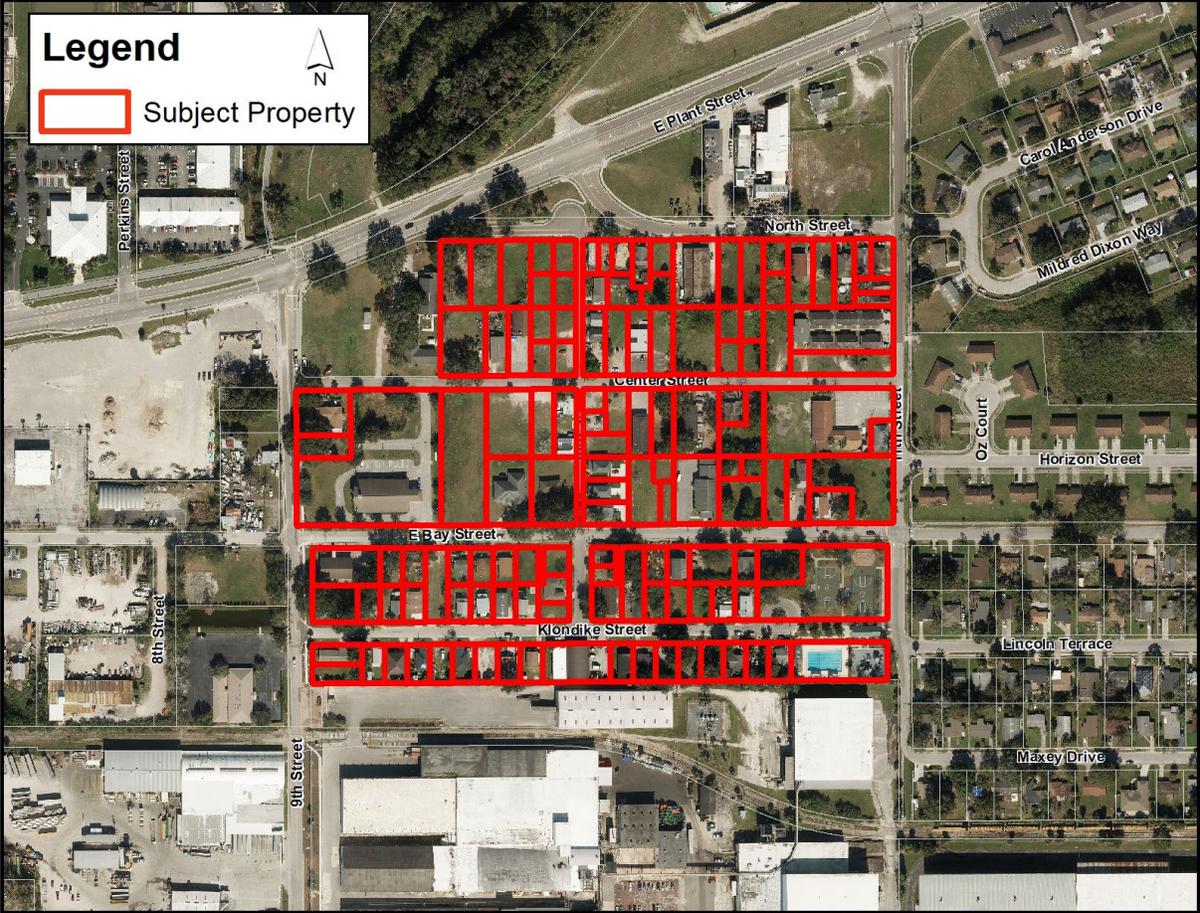
The City will continue to provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The subject property will continue to be served by both Orange County Fire and Rescue and the City Fire Department under the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

SUMMARY

Staff recommends approval of Ordinance 25-06, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 22.8 ± acre subject property from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

WINTER GARDEN AERIAL MAP

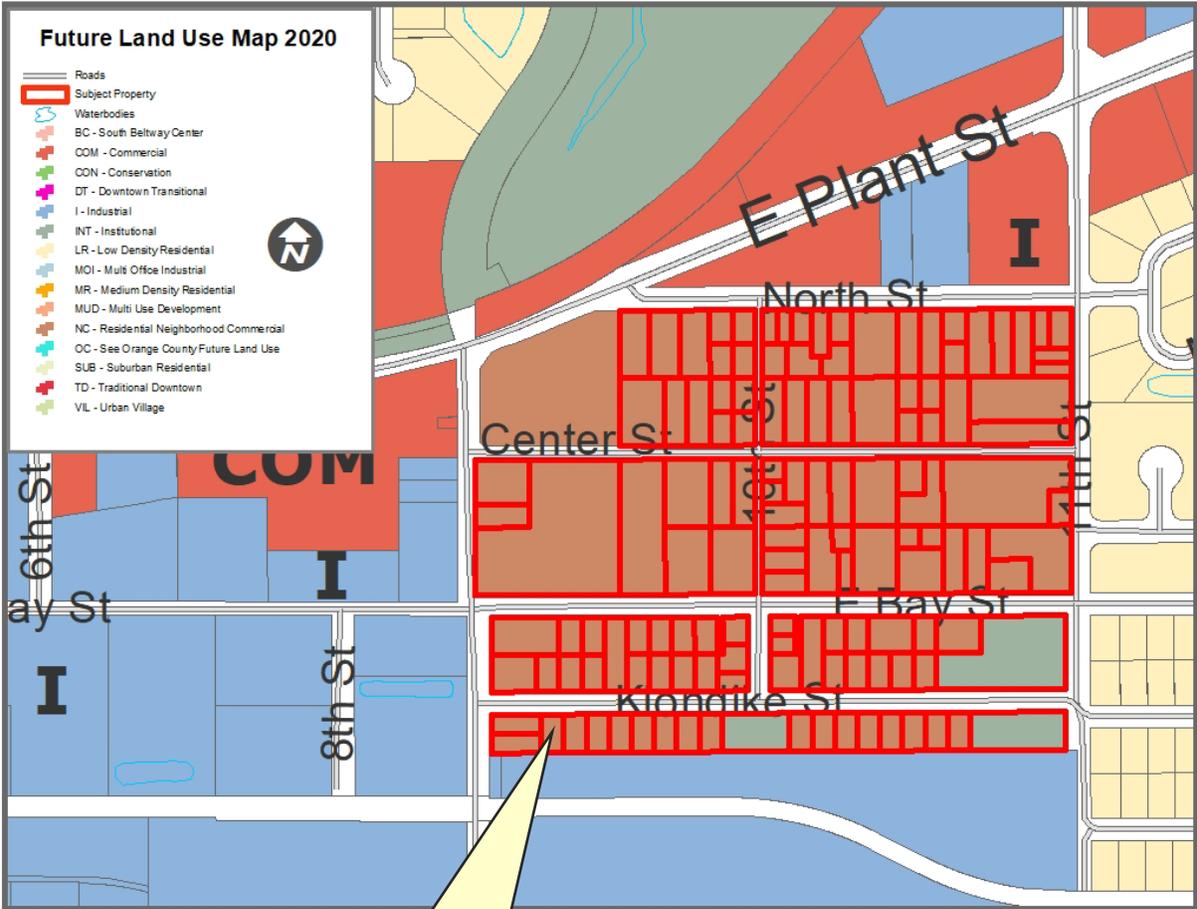
Neighborhood Mixed-Use FLU Amendment Area



WINTER GARDEN FUTURE LAND USE MAP

EXISTING & PROPOSED

Neighborhood Mixed-Use FLU Amendment Area

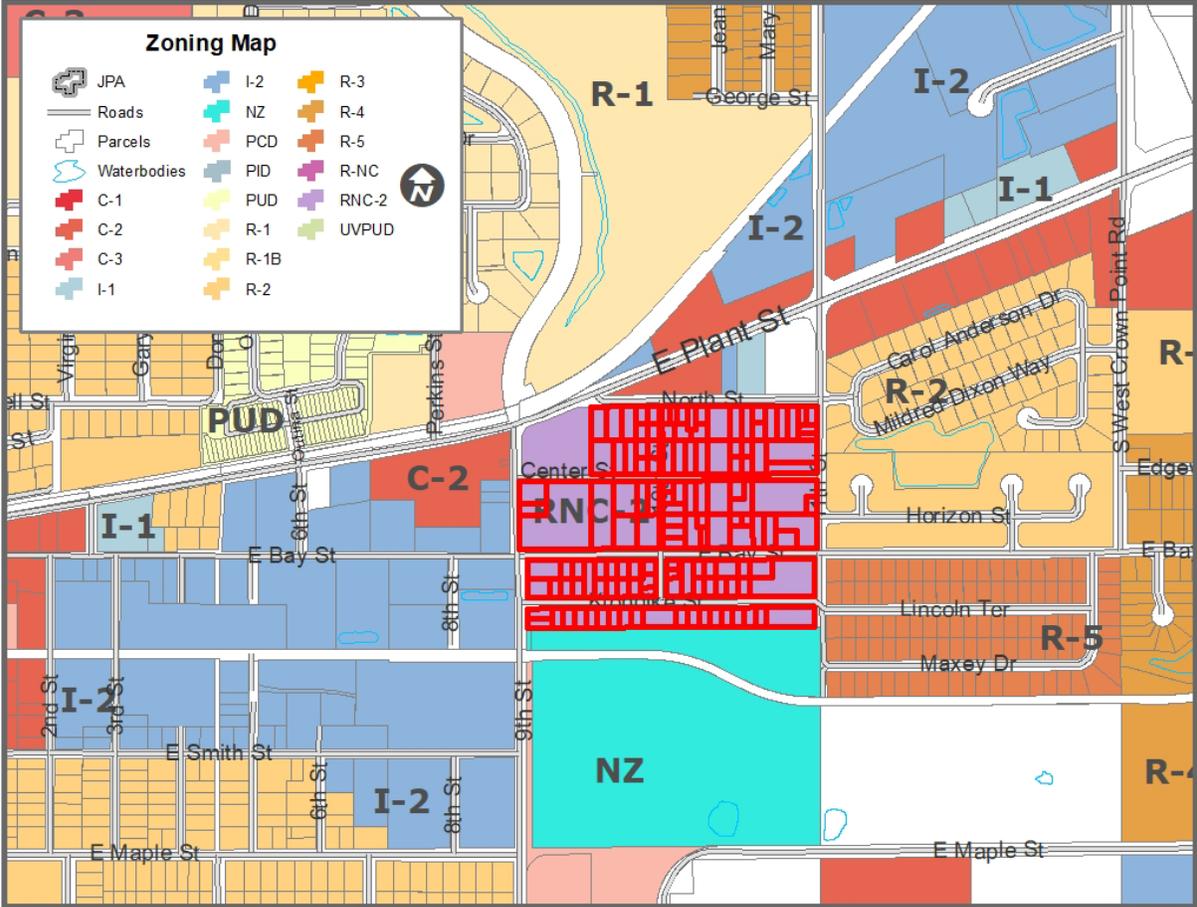


Amending parcels outlined in red as “Subject Property” from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

WINTER GARDEN ZONING MAP

EXISTING

Neighborhood Mixed-Use FLU Amendment Area



END OF STAFF REPORT



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-06: FLU Amendment – Neighborhood Mixed-Use

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment to change the future land use of 22.8 ± acres of property on the west side of the Historic East Winter Garden Neighborhood Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use. This change is in conjunction with an associated Comprehensive Plan change that would add Neighborhood Mixed-Use as a new future land use element. This future land use amendment will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The FLU change will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of this ordinance will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The FLU amendment will make it easier to develop affordable housing & start local businesses by establishing a density and intensity bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: January 15, 2025 **Meeting Date:** January 23, 2025

Subject: Ordinance 25-08 - Special Magistrate

Issue:

An ordinance of the City of Winter Garden, Florida, relating to code enforcement; providing for the appointment of a special magistrate by the City Commission.

Discussion:

The City has initiated a Code amendment that would establish a Special Magistrate position that is appointed by the City Commission. The Special Magistrate would have the authority to render decisions relating to violations of City Code, violations of the City's alcohol ordinance, as well as hear appeals for violations related to speed enforcement cameras. The Code Enforcement Board will remain active, and decisions in code enforcement cases may be rendered by either entity.

Recommended Action:

Staff recommends approval of Ordinance 25-08, with the second reading and adoption hearing anticipated to be held on February 13, 2025.

Attachment(s)/References:

Ordinances 25-08
Business Impact Estimate

ORDINANCE 25-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN RELATING TO CODE ENFORCEMENT; PROVIDING FOR THE APPOINTMENT OF A SPECIAL MAGISTRATE BY THE CITY COMMISSION; PROVIDING THAT REFERENCES TO THE CODE ENFORCEMENT BOARD ELSEWHERE IN THE CODE, THE WINTER GARDEN LAND DEVELOPMENT REGULATIONS AND ANY OTHER CODES, ORDINANCES AND RESOLUTIONS OF WINTER GARDEN, FLORIDA, ARE ALSO DEEMED REFERENCES TO THE SPECIAL MAGISTRATE; GRANTING ALL POWERS AND DUTIES AS PRESCRIBED BY FLORIDA LAW TO THE SPECIAL MAGISTRATE, INCLUDING THE AUTHORITY TO ISSUE ORDERS, LEVY FINES, AND ENFORCE DECISIONS; CONFORMING THE PROVISIONS GOVERNING THE CONDUCT OF HEARINGS, ADMINISTRATIVE FINES, COSTS OF REPAIR AND LIENS; PROVIDING FOR ENFORCEMENT PROCEDURES, CONDUCT OF HEARINGS, ADMINISTRATIVE FINES AND LIENS; SETTING FORTH DESIGNATION, QUALIFICATIONS AND COMPENSATION OF THE SPECIAL MAGISTRATE.

WHEREAS, Article VIII, § 2, Constitution of the State of Florida, as revised in 1968, grants to municipalities those governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, render municipal services, and further authorizes such municipalities to exercise any power for municipal purposes, except as otherwise provided by law;

WHEREAS, Chapter 166, Fla. Stat., the Municipal Home Rule Powers Act, further affirms the authority, police power, and jurisdiction granted to municipalities by the Florida Constitution;

WHEREAS, this Ordinance has been advertised as required by Chapter 166, Florida Statutes, and the required readings and public hearing have been held by the City Commission in order to adopt this Ordinance;

WHEREAS, the City Commission has determined that the establishment of a Special Magistrate will provide a more efficient and streamlined process for handling code enforcement matters and appeals of certain City code violations;

WHEREAS, this Ordinance amends Chapter 2, Article II of the City of Winter Garden Code of Ordinances to establish the position of Special Magistrate and grant the necessary powers and responsibilities for the enforcement of city codes and ordinances; and

WHEREAS, the City Commission finds that this Ordinance is in the best interests of the public health, safety and welfare of the citizens of the City of Winter Garden.

IT IS HEREBY ORDAINED BY THE CITY OF WINTER GARDEN AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2: Adoption. Article II of Chapter 2 of the Code of Ordinances for the City of Winter Garden is hereby amended to read as follows (~~struckout~~ text indicates deletions while underlined text indicates additions; provisions not referenced are not modified):

ARTICLE II. - CODE ENFORCEMENT

DIVISION 1. - GENERALLY

Secs. 2-31—~~2-602-58~~. - Reserved.

DIVISION 2. - CODE ENFORCEMENT BOARD

Sec. 2-59.- Special Magistrate: Appointment, Qualifications, Compensation, Duties, and Policies.

- (a) Appointment. The city commission shall appoint one or more qualified individuals as special magistrates by majority vote. Alternate special magistrates may also be appointed. Special magistrates shall serve at the pleasure of the city commission and may be suspended or removed by a majority vote of the city commission.
- (b) Qualifications. Special magistrates must be members in good standing of the Florida Bar for at least five (5) years. They must demonstrate satisfactory knowledge of municipal law, general procedures for enforcement of municipal codes, and possess a suitable temperament for the exercise of quasi-judicial powers.
- (c) Compensation. The amount of compensation for special magistrates shall be determined by contract and approved by the city commission.
- (d) Duties and Powers. Special magistrates shall have the same duties, powers, and limitations as those conferred on the code enforcement board under this Article, as applicable. Their authority includes, but is not limited to:
 - (1) Hearing and deciding alleged violations of city codes and ordinances.
 - (2) Hearing appeals related to:
 - i. Chapter 74, Article VI, "School Zone Speed Enforcement."
 - ii. Chapter 74, Article V, "The City of Winter Garden Traffic Light Safety Act."
 - iii. Chapter 6, "Alcoholic Beverages."
 - (3) Subpoenaing alleged violators, witnesses, and evidence.

- (4) Administering oaths and taking testimony.
- (5) Issuing orders to bring violations into compliance.
- (e) Policies and Procedures.
 - (1) The City Attorney may attend hearings and represent city staff in the presentation of cases, or the Code Enforcement Officer may present cases, as directed by the Planning Director.
 - (2) Hearings shall be conducted as often as necessary, and all hearings shall be open to the public.
 - (3) A committee consisting of the City Manager, City Attorney, and Planning Director may solicit and evaluate applications for special magistrates and make recommendations to the city commission.

Sec. 2-60. Authority of special magistrate.

- (a) The special magistrate shall have the same status powers and duties as a code enforcement board as prescribed in Chapter 162, Florida Statutes.
- (b) The special magistrate shall have the authority to:
 - (1) Adopt rules for the conduct of code enforcement hearings;
 - (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county;
 - (3) Subpoena evidence;
 - (4) Take testimony under oath;
 - (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance;
 - (6) Hear appeals for violations under Chapter 74, Article VI, "School Zone Speed Enforcement" of the City of Winter Garden Code of Ordinances;
 - (7) Hear appeals for violations under Chapter 74, Article V, "The City of Winter Garden Traffic Light Safety Act" of the City of Winter Garden Code of Ordinances;
 - (8) Hear appeals related to violations under Chapter 6, "Alcoholic Beverages" of the City of Winter Garden Code of Ordinances.

Sec. 2-62. - Hearings generally; support services.

- (a) Minutes shall be maintained of all hearings held by the special magistrate and code enforcement board, and all hearings shall be open to the public.
- (b) The city commission shall provide such clerical and administrative support as may be reasonably required by the special magistrate and code enforcement board for the proper performance of its duties.

(Code 1988, § 2-62(b), (c))

State Law reference— Similar provisions, F.S. § 162.07(1).

Sec. 2-63. - Duties of code inspector and city attorney.

- (a) The code inspector shall attend the hearings of the code enforcement board and shall assist the board in the conduct of its hearings. The code inspector shall attend the hearings of the special magistrate if there is code enforcement

violation before the special magistrate.

(Code 1988, § 2-63)

State Law reference— Similar provisions, F.S. § 162.05(5).

Sec. 2-64. - Jurisdiction.

The special magistrate and code enforcement board shall have jurisdiction and authority to hear and decide alleged violations of this Code and city ordinances, where a pending or repeated violation continues to exist, including but not limited to occupational licenses and fire, building, zoning and sign codes.

(Code 1988, § 2-64)

State Law reference— Jurisdiction, F.S. § 162.02.

Sec. 2-65. - Enforcement procedure.

- (a) It shall be the duty of the code inspector to initiate enforcement proceedings of the applicable city codes and ordinances. The code inspector will determine whether to initiate a code enforcement case with the special magistrate or the code enforcement board presiding. No member of the code enforcement board nor the special magistrate shall have the power to initiate such enforcement proceedings.
- (b) Except as provided in subsections (c) and (d) of this section, if a violation of the codes or ordinances is found, the code inspector shall first notify the violator and give the alleged violator a reasonable time to correct the violation. If the violation continues beyond the time specified for correction, the code inspector shall notify the code enforcement board or special magistrate and request a hearing pursuant to the procedure set forth in section 2-66. Written notice of such hearing shall be hand delivered or mailed to the violator and owner of the property on which the code inspector shall then issue an affidavit of compliance or noncompliance which shall be filed with the board or special magistrate. A copy of the affidavit shall be sent to the violator in the same manner provided for notices in section 2-71.
- (c) If the violator has not complied with the order of the special magistrate or board, the special magistrate or board shall be authorized to impose such penalties as provided in section 2-69.
- (d) The special magistrate or board may hold such additional hearings as necessary to ensure compliance.

(Code 1988, § 2-68)

Sec. 2-69. - Administrative fines; lien.

- (a) The special magistrate or code enforcement board, upon notification by the code inspector that a previous order of the special magistrate or board has not been complied with by the set time, or, upon finding that the same violation

has been repeated by the same violator, may order the violator to pay a fine as specified in subsection (b) of this section if the violation continues past the date set for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in subsection 2-65(d), the special magistrate or code enforcement board shall notify the city commission, which may make all reasonable repairs that are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. If a finding of a violation or a repeat violation has been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the special magistrate or code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b) of this section.

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs pursuant to subsection (a) of this section. However, if the special magistrate or code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (c) In determining the amount of the fine, if any, the special magistrate or code enforcement board shall consider the following factors:
 - (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (d) The special magistrate or code enforcement board may reduce a fine imposed pursuant to this section.
- (e) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city commission, and the city commission may execute a satisfaction or release of lien entered pursuant to this section.
- (f) After three months from the filing of any such lien, which remains unpaid, the special magistrate or code enforcement board may authorize the city attorney to foreclose or to sue to recover a money judgement for the amount of the lien plus accrued interest. No lien created pursuant to this section may be foreclosed on real property which is a homestead under Article X, § 4, of the

State Constitution. The money judgement provision of this section shall not apply to real property or personal property which is covered under Article X, § 4, of the State Constitution.

(Code 1988, § 2-69; Ord. No. 00-51, §§ I—IV, 10-26-00)

State Law reference— Similar provisions, F.S. §§ 162.09, 162.10.

Sec. 2-70. - Appeal.

- (a) An aggrieved party, including the city commission, may appeal a final administrative order of the special magistrate or code enforcement board to the circuit court of the county by a petition for certiorari. Any such appeal shall be filed within 30 days of the execution of the order to be appealed.
- (b) The scope of the review shall be limited to appellate review of the record created before the special magistrate or code enforcement board and shall not be a trial de novo.

(Code 1988, § 2-70(a), (b))

State Law reference— Similar provisions, F.S. § 162.11.

Sec. 2-71. - Notices.

- (a) All notices required by this division shall be provided to the alleged violator and owner of the property on which the alleged violation has occurred by certified mail, return receipt requested; by hand delivery by the code inspector, law enforcement officer or other person designated by the city commission; or by leaving the notice or a copy thereof at the violator's and owner's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice.
- (b) In addition to providing notice as set forth in subsection (a) of this section, at the option of the special magistrate or code enforcement board, notice may also be served by publication or posting, as follows:
 - (1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in the county where the special magistrate or code enforcement board is located. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

State Law reference— Similar provisions, F.S. § 162.12.

Sec. 2-72. - Repeat violations.

Under this division, repeat violation means any violation of a provision of this Code by any person whom the special magistrate or code enforcement board has previously found to have violated the same provision within five years prior to the violation.

(Code 1988, § 2-72)

SECTION 3. Codification. Section 2 of this Ordinance will be incorporated into the Winter Garden City Code. Any references to “code enforcement board” set forth in other chapters, articles, sections not modified herein may be modified to include “or special magistrate” to conform to this Ordinance. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____, 2025

SECOND READING: _____, 2025

PASSED AND ADOPTED on second reading this ____ day of _____ 2025.

**CITY COMMISSION
CITY OF WINTER GARDEN, FLORIDA**

By: John Rees, Mayor

ATTEST:

Angee Grimmage, City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: *Ordinance 25-08 – Special Magistrate*

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Code amendment that would establish a Special Magistrate position that is appointed by the City Commission. The Special Magistrate would serve in promoting the public welfare by rendering decisions relating to violations of City Code, violations of the City's alcohol ordinance, as well as hear appeals for violations related to speed enforcement cameras. The Code Enforcement Board will remain active, and decisions in code enforcement cases may be rendered by either entity.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

There will be no direct economic impact on private, for-profit businesses in the City as a result of this ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

There will be no direct compliance costs to businesses as a result of this ordinance provided they are not in violation of the City's Code of Ordinances.

4. Any new charge or fee imposed by the proposed ordinance:

There are no new fees or charges imposed by this ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The amount of compensation to cover the new special magistrate position shall be determined by contract and approved by the city commission. The exact fee structure and costs are not known at this time.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No business should be impacted by this proposed ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C. Williams, City Manager

Date: January 3, 2025

Meeting Date: January 23, 2025

Subject: **Ordinance 25-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Issue: Ordinance 25-03 amends the current year budget to carry forward prior year appropriations for projects, machinery and equipment and other items budgeted but not purchased and projects budgeted but not completed by fiscal year ending FY 2024. This will ensure that there is adequate funding to purchase those items and complete those projects that were not completed by year-end.

Recommended action: Motion to ADOPT Ordinance 25-03.

Attachments/References: Ordinance 25-03

ORDINANCE 25-03

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 26, 2024, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 24-20 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2024 and ending September 30, 2025;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2024 and ending September 30, 2025 to provide for budget carryovers from the preceding budget year;

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

SECTION 1: That the sum of \$100,852,168 to be appropriated as follows:

REVENUES

General Fund	\$49,054,640
Community Redevelopment Agency Fund	5,649,272
General Impact Fee Fund	2,754,637
Transportation Impact Fee Fund	9,152,894
Capital Projects Fund	16,050,000
Utilities Operating Fund	13,357,951
Utilities Impact Fee Fund	519,297
Utilities Renewal & Replacement Fund	225,000
Stormwater Fund	4,030,784
Solid Waste Fund	53,691
Trailer City Fund	4,000
	<u> </u>
	\$100,852,168

EXPENDITURES

General Fund	\$49,054,640
Community Redevelopment Agency Fund	5,649,272
General Impact Fee Fund	2,754,637
Transportation Impact Fee Fund	9,152,894
Capital Projects Fund	16,050,000
Utilities Operating Fund	13,357,951
Utilities Impact Fee Fund	519,297

Utilities Renewal & Replacement Fund	225,000
Stormwater Fund	4,030,784
Solid Waste Fund	53,691
Trailer City Fund	<u>4,000</u>
	\$100,852,168

SECTION 2: Detail for the aforementioned totals is attached as Exhibit 1, which shall be incorporated in the Ordinance. Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

SECTION 3: This Ordinance shall become effective upon its adoption at the second reading and public hearing.

READ FIRST TIME: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Angela Grimmage, City Clerk

**City of Winter Garden
Carry Forward Budget FY2024-2025
Ordinance 25-03
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
General Fund				
001-0213-399.99-99		Use of Fund Balance	49,054,640	To balance revenues/expenditures
		Total Revenues	49,054,640	
Economic Development				
001-0215-552.63-00	17001	Improvements Other Than Buildings	693,074	Wayfinding Signage Phase II
001-0215-552.63-00	20039	Improvements Other Than Buildings	133,694	SOBO Plaza
001-0215-552.63-00	24034	Improvements Other Than Buildings	1,500,000	Boys & Girls Club
Information Tech:				
001-0225-513.62-00	14002	Building	100,000	Fiber Internet Connection*
001-0225-513.64-00	23041	Equipment	23,097	Firewalls - City Hall and Police Dept
001-0225-513.64-00		Equipment	128,500	New ERP System
001-0225-513.64-00		Equipment	40,072	Virtual Desktop Software
001-0225-513.64-00	24028	Equipment	13,555	Wireless Access Points (50)
Police:				
001-0520-521-64-00		Equipment	59,828	New CSO Vehicle
001-0521-521-62-00	24002	Building	16,394	Office Space Reconfiguration
001-0521-521-62-00	24003	Building	20,000	Lighting Retrofit
001-0521-521-64-00		Equipment	197,008	CAD/RMS Dispatch and Records Management System
001-0521-521-64-00		Equipment	49,350	Marked Vehicle Replacement
001-0530-521-62-00	18003	Building	29,230	Fire Suppression System
001-0530-521-63-00	24006	Improvements Other Than Buildings	30,000	Dispatch Wave Radio
Fire:				
001-0623-522.52-04		Uniforms and Accessories	12,895	Expenditures budgeted in prior year, carry forward to FY25
001-0620-522.64-00		Equipment	65,715	Fire Administration - Firefighting Drill Tower
001-0620-522.64-00		Equipment	419,451	Fleet Vehicle Replacement Funding Plan
001-0621-522.62-00	18015	Building	5,000,000	Fire Station - Southwest WG
001-0622-522.62-00	13004	Building	77,910	Concrete Apron Replacement
001-0622-522.62-00	23003	Building	5,500	FA Bay Cooling Fans
001-0623-522.62-00	21003	Building	15,609	Fire Station 23 Apparatus Building
001-0623-522.62-00	22005	Building	10,500	Fire Station 23 Ventilation
001-0623-522.62-00	23003	Equipment	5,500	FA Bay Cooling Fans
001-0623-522.64-00	22036	Equipment	307,522	New Rescue 23
001-0623-522.64-00	22036	Equipment	13,717	Rescue 23 Equipment
001-0624-522.62-00	17007	Building	2,800	Fire Station 24 Storage Shed - A/C Units
001-0624-522.62-00	21004	Building	10,500	Correct Intrusion Damage
001-0624-522.62-00	22005	Building	10,500	Fire Station 24 Ventilation
001-0624-522.62-00	23003	Building	5,500	FA Bay Cooling Fans
001-0624-522.62-00	21003	Building	225,000	Reserve Apparatus Storage Building
001-0624-522.62-00	10001	Building	125,000	Fire Station 24 Renovation Funding plan
001-0624-522.63-00	20005	Improvements Other Than Buildings	19,000	Training Pad
001-0624-522.64-00	18029	Equipment	696,000	Fire Engine - St 24, Replacement
Streets:				
001-0741-541.63-00	08005	Improvements Other Than Buildings	145,824	Marsh Rd (CR545>Hckry Hammock)
001-0741-541.63-00	13011	Improvements Other Than Buildings	12,287,039	Dillard St Improv - SR 50> Plant St
001-0741-541.63-00	16003	Improvements Other Than Buildings	1,682,160	Trail Enhancement (Oval)
001-0741-541.63-00	19006	Improvements Other Than Buildings	891,544	Street/S-Walk Improvements (9th St, E Plant St)
001-0741-541.63-00	20007	Improvements Other Than Buildings	120,891	Tildenville School Road Trail Realignment
001-0741-541.63-00	20008	Improvements Other Than Buildings	250,000	Repair Joiner Street Parking Lot
001-0741-541.63-00	20009	Improvements Other Than Buildings	400,000	Carter Road Intersection Improvements
001-0741-541.63-00	22011	Improvements Other Than Buildings	150,000	Golf Cart Trail Expansion
001-0741-541.63-00	24007	Improvements Other Than Buildings	250,000	Overhead to Underground Power Lines
Cemetery:				
001-0739-539.63-00	18042	Improvements Other Than Buildings	1,928,165	Cemetery Expansion
001-0739-539.63-00	22012	Improvements Other Than Buildings	63,949	Irrigation & Coping Replacement
Engineering:				
001-1016-541.63-00	24008	Improvements Other Than Buildings	300,000	Ballfield Parking Lot Design
Administrative Services:				
Human Resources				
001-0745-513.54-02		Seminars and Courses	134,689	Training budgeted in prior years, carry forward to FY25

**City of Winter Garden
Carry Forward Budget FY2024-2025
Ordinance 25-03
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Facilities and Fleet				
001-0746-539.62-00	22015	Building	39,506	<i>Parking Garage Backup Power Generator</i>
001-0746-539.62-00	22016	Building	100,000	<i>City Hall South Entrance Rehab</i>
001-0746-539.62-00	24010	Building	22,000	<i>Maple Street Park Electrical</i>
001-0746-539.62-00		Building	250,000	<i>City Hall Funding plans - Roof & Chiller</i>
001-0746-539.63-00	11035	Improvements Other Than Buildings	21,600	<i>EV Charging Stations</i>
001-0746-539.63-00	12019	Improvements Other Than Buildings	26,906	<i>Downtown Audio Upgrades</i>
001-0746-539.63-00	16004	Improvements Other Than Buildings	3,548	<i>Downtown Streetlight Retrofit</i>
001-0746-539.63-00	19022	Improvements Other Than Buildings	20,000	<i>City Hall Parking Lot</i>
001-0746-539.63-00	22017	Improvements Other Than Buildings	15,000	<i>Tremaine Power Vault</i>
001-0746-539.63-00	24013	Improvements Other Than Buildings	5,000	<i>City Hall Fountain Improv</i>
001-0746-539.63-00	23001	Improvements Other Than Buildings	30,000	<i>Downtown Surveillance Cameras*</i>
001-0746-539.64-00		Equipment	9,732	<i>Boxes for projectors purchased FY24</i>
Parks and Recreation:				
001-0775-572.62-00	21011	Building	172,673	<i>Farmers Mkt Storage</i>
001-0775-572.62-00	22018	Building	8,263	<i>Parks Complex Security Cameras</i>
001-0775-572.62-00	22019	Building	32,320	<i>Parks Complex Shelter</i>
001-0775-572.62-00	24014	Building	8,465	<i>Storage Shed</i>
001-0775-572.62-00	24015	Building	50,000	<i>Senior Field Building</i>
001-0775-572.62-00	24016	Building	220,000	<i>Walker Field Building</i>
001-0775-572.63-00	09041	Improvements Other Than Buildings	270,270	<i>SR 50 Median Lanscaping</i>
001-0775-572.63-00	13007	Improvements Other Than Buildings	862,748	<i>Tucker Ranch Heritage Park</i>
001-0775-572.63-00	15036	Improvements Other Than Buildings	16,912,312	<i>Tucker Ranch Farm</i>
001-0775-572.63-00	17056	Improvements Other Than Buildings	225,000	<i>9th St Community Farm/Pavilion</i>
001-0775-572.63-00	23026	Improvements Other Than Buildings	322,188	<i>Little League - Infield Artificial Turf</i>
001-0775-572.63-00	24017	Improvements Other Than Buildings	350,000	<i>Senior Field Lighting upgrade</i>
001-0775-572.63-00	24045	Improvements Other Than Buildings	32,542	<i>Little League Light Pole Replacement</i>
001-0872-572.62-00	17018	Building	85,200	<i>Jessie Brock Center-Roof</i>
001-0872-572.62-00	19010	Building	8,500	<i>Braddock Park Equipment Shelter</i>
001-0872-572.62-00	19011	Building	3,498	<i>Jessie Brock Lighting</i>
001-0872-572.63-00	17019	Improvements Other Than Buildings	12,910	<i>Bouler Pool Improvements</i>
001-0872-572.64-00	24044	Equipment	103,523	<i>Jessie Brock Exercise Course replaement</i>
001-0872-572.64-00		Equipment	34,404	<i>Lightning Protection System</i>
001-3658-575.62-00	22026	Building	58,987	<i>Tanner Hall Improvements</i>
001-3658-575.63-00	23007	Improvements Other Than Buildings	70,862	<i>Newton Park Electrical Upgrade</i>
		Total Expenditures	49,054,640	
Community Redevelopment Agency Fund				
120-0213-399.99-99		Use of Fund Balance	5,649,272	<i>To balance revenues/expenditures</i>
		Total Revenues	5,649,272	
120-0213-552.63-00	17001	Improvements Other Than Buildings	310,000	<i>Downtown Wayfinding Signs</i>
120-0213-552.63-00	17022	Improvements Other Than Buildings	1,780,000	<i>East Winter Garden</i>
120-0213-552.63-00	24030	Improvements Other Than Buildings	1,000,000	<i>EWG Legacy Fund</i>
120-0213-552.63-00	24031	Improvements Other Than Buildings	595,225	<i>EWG Infrastructure Streetscape Design</i>
120-0213-552.63-00	24032	Improvements Other Than Buildings	550,000	<i>Zanders Park Revitalization Program</i>
120-0213-552.63-00	24047	Improvements Other Than Buildings	704,000	<i>Commercial Revitalization - Center Street</i>
120-0213-552.63-00		Improvements Other Than Buildings	710,047	<i>Funding for Capital Projects</i>
		Total Expenditures	5,649,272	
General Impact Fee Fund				
170-0620-399.99-99		Use of Fund Balance	2,749,991	<i>To balance revenues/expenditures</i>
170-0521-399.99-00		Use of Fund Balance	4,646	<i>To balance revenues/expenditures</i>
		Total Revenues	2,754,637	
170-0622-522.62-00	18015	Building	2,749,991	<i>Fire Station - Southwest WG</i>
170-0521-521.64-00		Equipment	4,646	<i>Radar Units (2) for motorcycles new employees</i>
		Total Expenditures	2,754,637	

City of Winter Garden
Carry Forward Budget FY2024-2025
Ordinance 25-03
Exhibit 1

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Transportation Impact Fee Fund				
174-0741-399.99-99		Use of Fund Balance	9,152,895	To balance revenues/expenditures
		Total Revenues	9,152,895	
174-0741-541-61-00	20038	Land	51,924	Plant St ROW - SR429
174-0741-541-63-00	24040	Improvements Other Than Buildings	2,000,158	681 W Plant St (Lumen/CL Property)
174-0741-541-63-00	08005	Improvements Other Than Buildings	570,959	Marsh Rd (CR545>Hickory Hammock)
174-0741-541-63-00	12026	Improvements Other Than Buildings	2,740,852	Plant & Avalon Intersection Improvements
174-0741-541-63-00	13043	Improvements Other Than Buildings	125,739	Lulu Creek/Stormwater Landscaping
174-0741-541-63-00	15008	Improvements Other Than Buildings	100,000	Plant St East-Median Landscaping
174-0741-541-63-00	16010	Improvements Other Than Buildings	178,261	E Crown Pt-Plant to Crown Pt Cross
174-0741-541-63-00	18043	Improvements Other Than Buildings	9,684	CR 545 4-Ln Turnpike to SR50
174-0741-541-63-00	20009	Improvements Other Than Buildings	1,179,775	Carter Road Intersection
174-0741-541-63-00	20026	Improvements Other Than Buildings	2,101,031	Dillard St Roundabouts-SR50>Plant
174-0741-541-63-00	23009	Improvements Other Than Buildings	37,500	Video Detection at Daniels & Foxcrest Signal
174-0741-541-63-00	23031	Improvements Other Than Buildings	57,013	Traffic Calming
		Total Expenditures	9,152,895	
Capital Projects Fund				
336-0213-399.99-99		Use of Fund Balance	16,050,000	To balance revenues/expenditures
		Total Revenues	16,050,000	
336-0213-559.63-00	15036	Improvements Other Than Buildings	16,050,000	Tucker Ranch Wellness Park
		Total Expenditures	16,050,000	
Utilities Operating Fund				
410-2116-399.99-99		Use of Fund Balance	13,357,951	To balance revenues/expenditures
		Total Revenues	13,357,951	
410-2116-533.62-00	22030	Building	18,500	Woodlark HVAC
410-2116-533.63-00	13011	Improvements Other Than Buildings	1,310,883	Dillard Street Project SR50>Plant
410-2116-533.63-00	13044	Improvements Other Than Buildings	300,000	Johns Lake Waterside Util U/S
410-2116-533.63-00	16003	Improvements Other Than Buildings	30,475	Trail Enhancement (Oval)
410-2116-533.64-00		Equipment	250,000	SCADA System Upgrade
410-2116-533.64-00		Equipment	9,251	Pump Motors (2)
410-2116-533.64-00		Equipment	22,000	Hydraulic Check Valve
410-2116-533.64-00		Equipment	612,400	Western Storage Potable Well
410-2117-535.63-00	13011	Improvements Other Than Buildings	1,080,205	Dillard Street Project SR50>Plant
410-2117-535.63-00	16003	Improvements Other Than Buildings	30,475	Trail Enhancement (Oval)
410-2117-535.63-00	17025	Improvements Other Than Buildings	3,501,672	WWTP Expansion (engineering & design)
410-2117-535.63-00	18021	Improvements Other Than Buildings	280,500	Tucker Ranch Utilities (Wastewater)
410-2117-535.64-00		Equipment	250,000	SCADA System Upgrade
410-2126-533.63-00	12022	Improvements Other Than Buildings	22,391	Flex Net Install
410-2126-533.63-00	16014	Improvements Other Than Buildings	385,947	2" Water Main Upgrades
410-2126-533.63-00	16030	Improvements Other Than Buildings	796,534	Water Meter Replacement - last phase
410-2126-533.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
410-2126-533.63-00	18021	Improvements Other Than Buildings	26,885	Tucker Ranch Utilities
410-2126-533.63-00	20031	Improvements Other Than Buildings	100,000	Reuse Line Relocation at Tiny & Tilden
410-2126-533.63-00	23010	Improvements Other Than Buildings	18,500	Daniels Business Park Reclaim Main Upsize
410-2126-533.63-00	23011	Improvements Other Than Buildings	100,000	Avalon Road Utility Relocates
410-2126-533.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck Parking (cost-share)
410-2126-533.63-00	24021	Improvements Other Than Buildings	200,000	Lead Service Line Replacement
410-2126-533.64-00		Equipment	4,500	Thumb for Excavator (cost-share)
410-2126-533.64-00		Equipment	12,621	Replacement Vehicle
410-2126-533.52-01	16030	Miscellaneous Operating Supplies	367,876	Meter Change Out Project
410-2127-535.62-00	22021	Building	2,547	Public Services Security Cameras
410-2127-535.63-00	12037	Improvements Other Than Buildings	40,000	Lift Station 23 Rehab
410-2127-535.63-00	15013	Improvements Other Than Buildings	100,000	Gravity Sewer Rehab
410-2127-535.63-00	18004	Improvements Other Than Buildings	10,000	Public Svcs Paving
410-2127-535.63-00	19016	Improvements Other Than Buildings	359,794	Sliplining (8" Gravity)
410-2127-535.63-00	20031	Improvements Other Than Buildings	250,000	Reuse Relocation-Tiny @ Tilden
410-2127-535.63-00	21025	Improvements Other Than Buildings	614,176	Lift Station Rebuilds
410-2127-535.63-00	21025	Improvements Other Than Buildings	100,000	Generator at LS 25
410-2127-535.63-00	22032	Improvements Other Than Buildings	136,316	Manhole Rehab - Trunk Line
410-2127-535.63-00	23011	Improvements Other Than Buildings	1,000,000	Avalon Rd. Util. Relocs
410-2127-535.63-00	23012	Improvements Other Than Buildings	300,000	Rollins Rock Way Pump Station
410-2127-535.63-00	23013	Improvements Other Than Buildings	411,554	Teacup Spgs Sewer Conversion
410-2127-535.63-00	23019	Improvements Other Than Buildings	200,000	Manhole Rehab FY23 CF/FY24
410-2127-535.63-00	23039	Improvements Other Than Buildings	51,187	Sanitary Sewer I/F & Infiltration
410-2127-535.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck parking
410-2127-535.64-00		Equipment	12,262	Replacement Vehicle
410-2127-535.64-00		Equipment	4,500	Thumb for Excavator (cost-share)
		Total Expenditures	13,357,951	

City of Winter Garden
 Carry Forward Budget FY2024-2025
 Ordinance 25-03
 Exhibit 1

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<u>Utilities Impact Fee Fund</u>				
411-2116-399.99-99		Use of Fund Balance-Water	519,297	To balance revenues/expenditures
		Total Revenues	519,297	
411-2126-533.63-00	16006	Improvements Other Than Buildings	8,500	S Highland (Smith > Maple)
411-2126-533.63-00	16014	Improvements Other Than Buildings	72,797	2" Water Main Upgrades (city-wide)
411-2126-533.63-00	17026	Improvements Other Than Buildings	288,000	Windward Cay Reuse/Retrofit
411-2126-533.63-00	23014	Improvements Other Than Buildings	75,000	Western Storage Tank Fill Piping
411-2126-533.63-00	23015	Improvements Other Than Buildings	75,000	Tildenville Rd Water Main Extension
		Total Expenditures	519,297	
<u>Utilities Renewal & Replacement Fund</u>				
412-2116-399.99-99		Use of Fund Balance	225,000	To balance revenues/expenditures
		Total Revenues	225,000	
412-2126-533.63-00	13016	Improvements Other Than Buildings	50,000	Downtown Brick Pavers
412-2127-535.63-00	13016	Improvements Other Than Buildings	75,000	Downtown Brick Pavers
412-2127-535.63-00	23016	Improvements Other Than Buildings	100,000	20" RM Elevated Crossing (design phase)
		Total Expenditures	225,000	
<u>Stormwater Fund</u>				
420-2218-399.99-99		Use of Fund Balance	4,030,784	
		Total Revenues	4,030,784	
420-2618-538.63-00	13011	Improvements Other Than Buildings	926,962	Dillard Street Project SR50>Plant
420-2618-538.63-00	13011	Improvements Other Than Buildings	147,932	Stormwater R&R Improvements
420-2618-538.63-00	16003	Improvements Other Than Buildings	34,300	Trail Enhancement (Oval)
420-2618-538.63-00	17028	Improvements Other Than Buildings	300,000	Stormwater Pollution Control
420-2618-538.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
420-2618-538.63-00	19018	Improvements Other Than Buildings	1,800,000	E Winter Garden Drainage Improvements
420-2618-538.63-00	20033	Improvements Other Than Buildings	24,569	Strates Property Drainage (originally budgeted under 31-04)
420-2618-538.63-00	23017	Improvements Other Than Buildings	150,000	Westside Townhomes Drainage Improvements
420-2618-538.63-00	23002	Improvements Other Than Buildings	100,000	Newton Park Dredging
420-2618-538.63-00	23018	Improvements Other Than Buildings	184,397	Roper Drive Stormwater Improvements
420-2618-538.63-00	23019	Improvements Other Than Buildings	200,000	Manhole Rehab
420-2618-538.63-00	23037	Improvements Other Than Buildings	100,000	9th Street Drainage Impr - repair/replace corrugated metal
420-2618-538.64-00		Equipment	2,624	Thumb for Excavator (cost-share)
420-2618-538.31-04	18035	Professional Services	50,000	Stormwater Master Plan
		Total Expenditures	4,030,784	
<u>Solid Waste Fund</u>				
430-3134-399.99-99		Use of Fund Balance	53,691	To balance revenues/expenditures
		Total Revenues	53,691	
430-3134-534.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
430-3134-534.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck parking
430-3134-534-64-00		Equipment	31,691	Chasis-Roll-Off Truck
		Total Expenditures	53,691	
<u>Trailer City Fund</u>				
450-3657-399.99-99		Use of Fund Balance	4,000	To balance revenues/expenditures
		Total Revenues	4,000	
450-3657-539.63-00	16018	Improvement Other Than Bldg	4,000	Upgrade city owned lots
		Total Expenditures	4,000	
		Grand Total	100,852,168	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: January 15, 2025

Meeting Date: January 23, 2025

Subject: Resolution 25-03

Issue:

Resolution expressing the City Commission's support for legislation mandating the use of hands-free devices while driving.

Discussion:

Given the myriad dangers associated with using handheld devices while driving, and given that studies that have shown that implementing hands-free cellphone / handheld device use legislation can reduce the incidence of distracted driving, saving lives and promoting safer roadways for all, Staff recommends the City Commission adopt Resolution 25-03 expressing strong support for legislation mandating the use of hands-free devices while driving.

Recommended Action:

Staff recommends adoption of Resolution 25-03.

Attachment(s)/References:

Resolution 25-03

RESOLUTION 25-03

A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA EXPRESSING SUPPORT OF LEGISLATION REQUIRING HANDS-FREE PHONE USE WHILE DRIVING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, distracted driving is a leading cause of motor vehicle crashes in the United States, contributing to thousands of injuries and fatalities each year; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reports that handheld device interaction while driving increases the risk of crashing by 23 times; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA), also reports handheld device interaction while driving is six times more dangerous than driving under the influence of alcohol

WHEREAS, a study from Cambridge Mobile Telematics reported an increase in screen interaction time while driving of 17.8% from 2020 to 2023; and

WHEREAS, the use of handheld devices while driving significantly impairs a driver's ability to safely operate a vehicle, diverting attention from the road and increasing reaction times; and

WHEREAS, Winter Garden, Florida, has witnessed an increase in traffic crashes attributed to distracted driving, affecting the safety of men, women, and children who reside in and visit the county; and

WHEREAS, implementing hands-free cell handheld device use legislation can reduce the incidence of distracted driving, saving lives and promoting safer roadways for all; and

WHEREAS, 31 states have successfully enacted hands-free laws, resulting in a

measurable decrease in crashes and fatalities related to distracted driving; and

WHEREAS, it is the responsibility of our local government to advocate for the safety and well-being of our community;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Garden, Florida that this City Commission hereby expresses its strong support for legislation mandating the use of hands-free devices while driving.

BE IT FURTHER RESOLVED that the City Commission urges the Florida State Legislature to pass such legislation to enhance road safety and protect lives.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor of Florida, the Florida State Legislature, and relevant advocacy groups to demonstrate our commitment to reducing distracted driving and improving the safety of our roadways.

EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by a majority vote at a regular meeting of the City Commission of the City of Winter Garden on this _____ day of _____, 2025.

ATTEST:

Angela Grimmage, City Clerk

(SEAL)

APPROVED:

**CITY OF WINTER GARDEN,
FLORIDA**

_____,
John Rees, Mayor

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: January 16, 2025 **Meeting Date:** January 23, 2025

Subject: Hire DRMP to provide topographic survey in East Winter Garden.

Issue:

The recently annexed area including Dunbar Avenue, Maxey Avenue, Bethune Avenue, Basin Street, and Edgeway Drive had some flooding in the yards during Hurricane Ian and Milton and we are looking at stormwater solutions to help make improvements. To analyze the area, we need a topographic survey. DRMP provided a quote to fly the area with drones (Lidar) and provide the survey for \$57,000.00.

Recommended Action:

Staff requests the Board waive the formal procurement process and approve hiring DRMP to complete the topographic survey for \$57,000.00.

Attachment(s)/References:

Winter Garden Drainage Area Proposal



12/16/2024



SENT VIA EMAIL

Jon C. Williams
City Manager
City of Winter Garden

Subject: Topographic Survey for the City of Winter Garden

To Whom It May Concern:

DRMP, INC. is submitting the following proposal for Surveying Services on the referenced property.

The following is our proposal:

SCOPE OF SERVICES

PART I TOPOGRAPHIC SURVEY

DRMP will provide a Topographic Survey for the referenced property (See attached Scope and Exhibit 'A'). The Topographic Surveys will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, per Section 472.027, Florida Statutes. Horizontal Control will be referenced to the Florida State Plane Coordinate System, Florida East Zone 901, NAD83/2011 based on the Florida Permanent Reference Network. Elevations will be referenced to the NAVD88 Vertical Datum.

Tasks for this Topographic Survey shall include a limited design survey from right of way to right of way. This specifically includes control and drainage inventory. This does not include underground utilities, or any information not included in this proposal. The Topographic data will be collected utilizing a combination of Terrestrial Mobile LiDAR, Aerial LiDAR, and conventional survey.

PART II TERRESTRIAL & AERIAL LIDAR SCANNING

DRMP will perform the following services for a Terrestrial & Aerial LiDAR Scan of a portion of the City of Winter Garden.

LiDAR Collection and Processing

DRMP will perform a Mobile Survey to collect roadway data along the entire corridor for roughly 1.0 miles. DRMP will also perform an Aerial LiDAR Survey to collect ground data not visible in the Mobile LiDAR Survey. All collected raw data will be processed and uploaded to our web-based share site for the client. No additional information will be extracted from the LiDAR Point Cloud beyond drainage inventory.

If the City of Winter Garden desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work and may be necessary for any services which are not a part of this contract.

PART III DELIVERABLES

- Digital Photos and Adjust LiDAR Data
- LiDAR Processing Reports and Quality Assessments
- CADD Drawings and Field Notes
- Project Control and Surveyor's Report

(See attached Scope and Exhibit 'B')



PART IV SCHEDULE

DRMP will begin the Survey on the subject property within 30 (xx) working days after receipt of your executed Notice to Proceed (NTP).

PART V COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. All application/impact and other fees will be paid directly to the appropriate agencies by the Client and are not included herein. Please note billing terms for direct expenses.

PART VI FEE

All projects which have limited basis for lien may require a retainer of up to 50% of the total proposed fee. The retainer will be accepted in the form of cash, letter of credit or surety bond, and must be received by DRMP prior to commencement of work effort. All retainers will be credited toward the client's final invoice.

	Description	Terms	Fee
	Limited Topographic Survey	Lump Sum	\$ 57,000.00
		Total	\$ 57,000.00

Please sign this agreement where indicated. Once all items are completed, please return one (1) original agreement to our office to constitute our Notice to Proceed. Facsimile and electronic mail submittals will be considered binding. This agreement may be signed in counterparts. We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please contact our office.

Sincerely,
DRMP, Inc.

Brent Bass, PE, PSM 12/16/2024
Geospatial Services Division Manager

Accepted by:

«First_Name» «Last_Name» Date Witness signature Date

Title: _____ Print Name: _____
Title: _____



December 13, 2024

Sent Via Email

To: Brent Bass, PE, PSM
Geospatial Services Division Manager
DRMP, Inc.

City of Winter Garden

P: 407.656.4111

From: Jon C. Williams
City Manager
City of Winter Garden, FL

300 West Plant Street
Winter Garden, FL
34787
wintergarden-fl.gov

Re: DRMP Job #:2C-MKTG.ORL Phase 1

Dear Brent,

Thank you for your recent survey project proposals identified as Job #:2C-MKTG.ORL Phase 1. Given the circumstances regarding the East Bay St. area, we will prioritize this segment of the project, "Topographic Survey of Winter Garden". In this response, we have limited the scope of this project to a data acquisition project without any requirements for digital twin production.

Please review the following and adjust your proposal accordingly. Note that the circumstances motivating this project are time sensitive. Please provide a firm schedule for data acquisition and project delivery. Your prompt attention will be much appreciated.

Thank you,

Jon C. Williams
City Manager
City of Winter Garden

SCOPE OF SERVICES Job #:2C-MKTG.ORL Phase 1

GEOSPATIAL DATA ACQUISITION

DRMP will develop and execute a comprehensive plan for laser scanning project data acquisition for the referenced property (See Exhibit A). The data will be collected utilizing a combination of Terrestrial Mobile LiDAR, Aerial LiDAR, and conventional survey. All relevant survey data—specifically network control coordinates—will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, per Section 472.027, Florida Statutes. Horizontal Control will be referenced to the Florida State Plane Coordinate System, Florida East Zone 901, NAD83/2011 based on the Florida Permanent Reference Network. Elevations will be referenced to the NAVD88 Vertical Datum.

Data quality metadata shall be included as described. The entire project shall be organized and delivered per the requirements stated in the following.

TERRESTRIAL MOBILE LIDAR SCANNING AERIAL LIDAR SCANNING

DRMP will perform the following services for a Terrestrial & Aerial LiDAR Scan of a portion of the City of Winter Garden. Data acquired and delivered from MLS and ALS platforms shall not be comingled. Each shall retain its respective provenance and its accuracy traceable back to reference control coordinates and/or data that has been designated as control.

Mobile LiDAR Survey

DRMP will perform a Mobile Survey to collect roadway data along the entire corridor (see Exhibit A).

A reference survey coordinate network shall be established with targets along the designated roadways for accurate horizontal and vertical control.

Please provide a plan for DRMP setting and tying checkerboard targets. Expected that targets identified within point cloud data will align with control coordinates meeting the following specifications:

68% shall be within 0.05', 95% shall be within 0.1' and 99.7% shall be within 0.15'

MLS acquisition plan shall include at least two trajectories traveling in opposite directions along the designated roadway. The relative vertical alignment of the data acquired from these respective trajectories shall meet the following specifications:

68% shall be within 0.05', 95% shall be within 0.1' and 99.7% shall be within 0.15'

MLS Data Delivery Requirements

Project data shall be delivered in the data tree structure provided in Exhibit B. Detailed requirements corresponding to the data contained in each directory are provided below.

RAW Project Data

LAS Files

Requirement: Data should be delivered in the .las file format with several constraints placed on each file. Extremely large file sizes should be avoided, thus data acquired during any "single trajectory" along the corridor should not exceed more than a 0.5 mile in length without starting another file. No single file should contain "overlapping" data generated from more than one vehicle trajectory along a corridor "unless" the data associated with each trajectory can be identified using the Point Source ID tag in the .las format. Otherwise, each acquisition trajectory file must be saved in separate .las files. These files should be placed in the **Project ID# Name\Raw Project Data\LAS Files** directory.

Image Files

Requirement: Ideally, a single image project should contain data from all cameras. Alternatively, a separate image project associated with each individual trajectory file is acceptable but not preferred. Images should be exported in the TopoDOT® image format. Images exported in the TopoDOT® format will provide .jpg, .iprj, .lst and .cal files. (reference [Technote #1009 TopoDOT® Open Calibrated Image File Format](#))

Place files in the **Project ID# Name\Raw Project Data\Image Files\Image Project n** directory.

Optimized Data

Organized LAS Files

Requirement: Define a tile configuration along the corridor. Parse delivered .las point cloud files into individual separate .las files with data confined to its' respective tile. Generate a .twm mapping file comprised of spatial coordinates within each tile with the relative path to the corresponding .dot data file. Tiles along a corridor should extend in width (orthogonal to vehicle trajectory) to the practical limits of the corridor project. The

length of each tile should not exceed about 300 feet (130m). The amount of data within any one tile should be well less than about 30 million points. If data significantly exceeds 30 million within a tile, reduce tile length according. Do NOT decimate point cloud data. Note: Data acquired from overlapping trajectories shall not be comingled into a single file. These files should be placed in the **Project ID# Name\Optimized Data\LAS Files** directory.

TopoDOT's data tiling operation will develop a .twf file. This file serves as link to each data file corresponding to each individual tile. The .twf file shall be placed in **Project ID# Name\Optimized Data\.twf File**

DPEG Images

The raw project data image files shall be processed into the DPEG (depth photo exchange graphic) offering color, vector and spatial information in a single file format. Follow the same instructions for image project export described above. Place the dpeg image project file in the **Project ID# Name\Optimized Data\DPEG Files\Image File n**

MetaData

The following metadata shall be added to the project file bin under **Project ID# Name\TopoDOT Optimized Data\Metadata\name"**

Control

- Reference control coordinates employed within the project (.csv or spreadsheet)
- Surveyor's report verifying control network precision and accuracy per State of Florida Standards cited above
- Any relevant surveyor notes (.pdf)

Quality

Quality reports to include:

- Point cloud vertical deviation analysis MLS data (color-coded image)
- Point cloud vertical deviation summary analysis (% within requirement limits)
- Point cloud to control coordinate analysis MLS data (spreadsheet)
- Point cloud to control coordinate summary (% within requirement limits)
- Point cloud density analysis (color-coded image)

Linework

- Any relevant CAD vector products relevant to or extracted from data (.json)
- Reference control network coordinates (.json)

General Overviews

- Point cloud grey scale image (png with png world file)
- Point cloud color-coded elevation over ground
- Point cloud color-coded elevation

CAD & GIS

- Any relevant topographies, 3D models, asset surveys or other digital twin products (format for export)

Project Information

- Any relevant documents related to project (RFP, Proposal, terms & conditions, invoice, etc.)

AERIAL LIDAR SCANNING

This data acquisition project is a separate event intended to supplement the data acquired in the MLS project. The ALS survey will cover the area defined in Exhibit A. ALS elevation shall be adjusted to optimize its conformance with MLS data (most accurate). This project shall be delivered as a stand-alone project organized in the same file directory configuration as the MLS project data (See Exhibit B).

A reference survey coordinate network shall be established over the designated area suitable for meeting accuracy requirements described below. Note that a control scheme employing MLS data as control reference for ALS data.

Please provide a plan for DRMP setting and tying ALS targets. Expected that targets identified in data will align with control coordinates meeting the following specifications:

68% shall be within 0.1', 95% shall be within 0.15' and 99.7% shall be within 0.2'

Data elevation assessment shall be indicated as a color-coded map of MLS to ALS point cloud elevation deviation map. Elevation deviation between MLS and ALS data shall meet the following specifications:

68% shall be within 0.1', 95% shall be within 0.15' and 99.7% shall be within 0.2'

If ALS data is delivered as .las files acquired from overlapping flight trajectories The relative vertical alignment of the data acquired from these respective trajectories shall meet the following specifications:

68% shall be within 0.1', 95% shall be within 0.15' and 99.7% shall be within 0.2'

In addition, no single ALS data file acquired over a hard surface shall exhibit a data thickness exceeding the following requirements:

68% shall be within 0.1', 95% shall be within 0.15' and 99.7% shall be within 0.2'

ALS PROJECT DELIVERY REQUIREMENTS

ALS data shall be delivered with the same file directory configuration as MLS project. (See Exhibit B)

RAW Project Data

LAS Files

Requirement: Point cloud data should be delivered as .las file(s). Data taken along multiple trajectories shall be delivered as individual files. Extremely large file sizes should be avoided, thus data acquired during any "single trajectory" along the corridor should not exceed more than approximately 100M points. No single file should contain "overlapping" data generated from more than one overlapping ALS flight trajectory "unless" the data associated with each trajectory can be identified using the Point Source ID tag in the .las format. Otherwise, each acquisition trajectory must save data in separate .las files. These files should be placed in the **Project ID# Name\Raw Project Data\LAS Files** directory.

The relative vertical alignment of the data acquired from overlapping flight trajectories shall meet the following specifications:

68% shall be within 0.1', 95% shall be within 0.15' and 99.7% shall be within 0.2'

Note that should ALS data be delivered as a single .las file, peak-to-peak data noise on hard surfaces shall not exceed these levels.

Image Files

Requirement: Images should be exported in the TopoDOT® image format. Images exported in the TopoDOT® format will provide .jpg, .iprj, .lst and .cal files. (reference [Technote #1009 TopoDOT® Open Calibrated Image File Format](#))

Place files in the **Project ID# Name\Raw Project Data\Image Files\Image Project** n directory.

Organized LAS Files

Requirement: Define a tile grid over the entire scanned area. Point cloud data shall be parsed and delivered as separate .las files with data confined to its' respective tile. Delivery will include a .twm mapping file comprised of spatial coordinates within each tile

with the relative path to the corresponding .dot data file. Each grid tile shall be approximately square with length and width not exceeding about 300 x 300 feet. The amount of data within any one tile should be well less than about 30 million points— however data shall not be decimated. Should data exceed 30 million points, the size of the tiles should be decreased accordingly. These files should be placed in the **Project ID# Name\ Optimized Data\LAS Files** directory.

TopoDOT's data tiling operation will develop a .twv file. This file serves as link to each data file corresponding to each individual template. The .twv file shall be placed in **Project ID# Name\ Optimized Data\ .twv File**

Image Files

Requirement: Ideally, a single image project should contain data from all cameras. Alternatively, a separate image project associated with each individual trajectory file is acceptable but not preferred. Images should be exported in the TopoDOT® image format. Images exported in the TopoDOT® format will provide .jpg, .iprj, .lst and .cal files. (reference [Technote #1009 TopoDOT® Open Calibrated Image File Format](#))

Place files in the **Project ID# Name\Raw Project Data\Image Files\Image Project n** directory.

DPEG Images

The raw project data image files shall be processed into the DPEG (depth photo exchange graphic) offering color, vector and spatial information in a single file format. Follow the same instructions for image project export described above. Place the dpeg image project file in the **Project ID# Name\Optimized Data\DPEG Files\Image File n**

MetaData

The following metadata shall be added to the project file bin under **Project ID# Name\ Optimized Data\Metadate\"name"**

Control

- Reference control coordinates employed within the project (.csv)
- Surveyor's report verifying control network precision and accuracy per State of Florida Standards cited above
- Any relevant surveyor notes (.pdf)

Quality

TopoDOT generated quality reports to include:

- Point cloud deviation analysis ALS data (color-coded image)
- Point cloud deviation summary analysis (% within requirement limits)
- Point cloud to control coordinate analysis ALS data (spreadsheet)
- Point cloud to control coordinate summary (% within requirement limits)
- Point cloud density analysis (color-coded image)
- Point cloud deviation analysis of ALS to MLS data (color-coded image)
- Point cloud deviation analysis of ALS to MLS data (% within requirement limits)

Linework

- Any relevant CAD vector products relevant to or extracted from data (.json)
- Reference control network coordinates (.json)

General Overviews

- Point cloud grey scale image (png with png world file)
- Point cloud color-coded elevation over ground
- Point cloud color-coded elevation

CAD & GIS

- Any relevant topographies, 3D models, asset surveys or other digital twin products (format for export)

Project Information

- Any relevant documents related to project (RFP, Proposal, terms & conditions, invoice, etc.)

Additional Deliverables

- 360 Degree Videos of all routes

Exhibit A: Coverage Area of Winter Garden Scanning Project- Phase 1

Red-Complete coverage area

Blue-Roadway coverage



Exhibit “B” Directory Tree Structure

Requirement: Project data shall be delivered in the following data tree structure. Note that **bold** labels are directory names. All files generated with TopoDOT® should be placed directly within this local tree structure. File references for downstream TopoShare™ upload operations are relative. Thus, the entire tree structure should be exported without changing any “relative” file locations.

Project ID# Name

- **Raw Project Data**
 - **LAS Files**
 - .las Files
 - **Image Files**
 - **Image Project 1**
 - .iprj File
 - .lst File
 - **Subfolders as delivered**
 - .jpg Files
 - .cal Files
 - **Image Project 2**
 - .iprj File
 - .lst File
 - **Subfolders as delivered**
 - .jpg Files
 - .cal Files
- **Optimized Data**
 - **Organized LAS Files**
 - .las Files (.dot optional)
 - .twv File
 - **DPEG**
 - **DPEG Image Project 1**
 - .iprj File
 - .lst File
 - **Subfolders as delivered**
 - .dpg Files
 - .cal Files
 - **Image Project 2**
 - .iprj File
 - .lst File
 - **Subfolders as delivered**
 - .dpg Files
 - .cal Files
- **Metadata**
 - **Control**
 - .csv, .doc, .pdf
 - **Quality Assessments**
 - .rda (TopoDOT generated quality summaries), .png with .pngw (world file)
 - **Line Work**
 - .json
 - **General Overviews**
 - .png with .pngw (world file)
 - **CAD & GIS**
 - .dgn, .dwg, dxf, . . .
 - **Project Information**
 - .doc, .pdf, . . . (contracts, RFP, proposal, etc.)

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: January 15, 2025

Meeting Date: January 23, 2025

Subject: Recommendation to approve the distribution of \$13,242 awarded Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation funds to purchase SWAT vests and equipment for the officers on the Metro SWAT Team.

Issue: The Fiscal Year 2024 Local Solicitation Edward Byrne Memorial Justice Assistance Grant (JAG) Program has earmarked \$13,242 for the Winter Garden Police Department. The Police Department is requesting to utilize this money to purchase SWAT vests and equipment for our members of the Metro SWAT Team. Additional funding will be required in addition to the grant award to complete the purchase of this equipment. The police department is requesting to use the law enforcement trust fund in an amount not to exceed \$25,000 to accomplish this.

Recommended action: Approve the distribution of awarded grant funds and other law enforcement trust funds to purchase SWAT vests and equipment, allowing for public comment.

Attachment: Certification and assurances to be signed by the Mayor

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF WINTER GARDEN 300 WEST PLANT STREET
City, State and Zip:	WINTER GARDEN, FL 34787
Recipient UEI:	FFULLMHR9NN7
Project Title: Bulletproof Vests: Metro SWAT Team.	Award Number: 15PBJA-24-GG-04868-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$13,242.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The 2024 JAG grant funds will be used to purchase SWAT vests for the officers on the Metro SWAT Team.	

Award Letter

December 4, 2024

Dear JASON PEARSON,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF WINTER GARDEN for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$13,242.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF WINTER GARDEN

UEI

FFULLMHR9NN7

Street 1

300 WEST PLANT STREET

Street 2**City**

WINTER GARDEN

State/U.S. Territory

Florida

Zip/Postal Code

34787

Country

United States

County/Parish

no value

Province

no value

Award Details**Federal Award Date**

12/4/24

Award Type

Initial

Award Number

15PBJA-24-GG-04868-JAGX

Supplement Number

00

Federal Award Amount

\$13,242.00

Funding Instrument Type

Grant

Assistance Listing Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14279460

Grant Manager

Patrick Fines

Phone Number

202-598-7516

E-mail Address

Patrick.Fines@usdoj.gov

Project Title

Bulletproof Vests: Metro SWAT Team.

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The 2024 JAG grant funds will be used to purchase SWAT vests for the officers on the Metro SWAT Team.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition

incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal

statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees"

of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home

page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards

Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the

award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjg.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 67

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
12/1/24 7:11 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official

Lieutenant

Name of Authorized Entity Official

April Durias

Signed Date And Time

12/20/2024 2:12 PM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: January 8, 2025

Meeting Date: January 23, 2025

Subject: Renewal of the MUNICIPAL INTER-LOCAL VOLUNTARY COOPERATION MUTUAL AID AGREEMENT with the other Municipal Law Enforcement Agencies of Orange and Osceola County

Issue: The current mutual aid agreement is expiring and needs to be renewed.

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

Attachment: Copy of mutual aid agreement to be executed.

**MUNICIPAL
INTER-LOCAL VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

**City of Apopka
City of Belle Isle
Town of Eatonville
City of Edgewood
City of Kissimmee
City of Maitland
Town of Oakland
City of Ocoee
School Board of Orange County
City of Orlando
The University of Central Florida, Board of Trustees
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 School Board of Orange County, 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, and Winter Park Police Department (individually hereinafter the “Party” or “Participating Agency” and collectively hereinafter the “Parties” or “Participating Agencies”) 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 Participating Agencies may request or agree to render law enforcement assistance to any of the other Participating Agencies 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 Participating Agencies hereby approve and enter into this Agreement whereby each of the Participating 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 their designee from the Participating Agency 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, ensure that proper

enforcement assistance is rendered.

- D. 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 deemed to have requested and received authorization to render enforcement assistance and act in accordance with the law and this Agreement.
- E. 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 their 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 of the other Party shall be deemed to have requested and received authorization to render law enforcement assistance and act in accordance with the law and this Agreement.
- F. If a law enforcement officer of 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 Participating 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 "reasonable amount of time" will not exceed 24 hours after the offense is reported to the agency.
- G. If one of the Parties to this Agreement requests another Party to assist in coverage of an off-duty assignment within their jurisdiction through the agency off-duty coordinator or system, the out of jurisdiction officer working the detail is authorized to take law enforcement action within the requestor's jurisdiction.
- H. A law enforcement officer of a Party outside of their jurisdiction is deemed to have requested and received authorization under this Agreement to take law enforcement action to continue an investigation of a crime which began in their jurisdiction in another Party's jurisdiction for the purpose of:
 - 1. Transporting a subject to the Orange County Jail or Baker Act facility.
 - 2. Interviewing witnesses, victims, or suspects.

3. Collection of evidence, except pursuant to a search or seizure warrant or when such warrant is required by law.

The Parties recognize that the above referenced activities may not constitute law enforcement action and operational assistance is only requested to the extent required by law. A law enforcement officer of a Party outside of their jurisdiction shall make a mutual aid request if the law enforcement officer intends to interview a suspect in another Party's jurisdiction and believes there is a substantial likelihood that the law enforcement officer will arrest the suspect in another Party's jurisdiction.

- I. 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.
- J. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation unless immediate action is necessary. If immediate action is necessary, the Communications Center of the other jurisdiction shall be notified immediately thereafter.
- K. 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 deemed to have requested and received authorization to render enforcement assistance and act in accordance with the law and this Agreement.
- L. School Board Safety Officers, who are sworn law enforcement officers, pursuant to sec. 23.1225(1)(a) Fla Stat., may enforced laws in an area within 1,000 feet of an Orange County School or School Board property.

Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the Participating 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 the other Parties 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 Party 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 Party furnishing aid pursuant to this Agreement shall compensate its appointees or employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees or employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees or 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 Party 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 Party, while acting under mutual aid in another Party'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 or employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other Participating Agency and its appointees or 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 conduct 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(16), 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 other 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, 2029, 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.

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 agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made.

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

Steve Graham
Chief of Police

Date: _____

ATTEST: _____

City Clerk

APPROVED:
WINTER GARDEN, FLORIDA

John Rees
Mayor

THE CITY OF WINTER GARDEN

From: David Livingston, Director, Information Technology

Via: Jon C. Williams, City Manager

Date: Jan 16, 2025

Meeting Date: Jan 23, 2024

Subject: Request to approve the purchase of 23 new network switches with associated peripherals and licensing.

Issue: The city's current switching infrastructure is grappling with the effects of aging, presenting a unique opportunity for a comprehensive redesign and upgrade. We aim to ensure consistent and reliable connectivity that facilitates seamless communication and operational efficiency for the city's workforce. The integration of modern technology into our switching infrastructure holds the promise of significantly enhancing network management capabilities, optimizing operations, and fortifying the overall information security posture of the city.

This item was included in the FY 25 budget.

Recommended Action: City staff recommends approval of the purchase of 23 Cisco Catalyst switches with associated peripherals and licensing at the cost of \$91,879.00

Attachments/References:

- CDWG Quote PGKH583



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DAVID LIVINGSTON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGKH583	1/9/2025	CISCO UPDATED	1271712	\$91,879.00

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

Cisco Catalyst 9200 - Essential Edition - switch - 48 ports - smart - rack-	7	5396216	\$2,819.00	\$19,733.00
Mfg. Part#: C9200-48P-E UNSPSC: 43222612 TAX: WINTER GARDEN, FL .0000% \$.00 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)				
Cisco Smart Net Total Care - extended service agreement	7	5686274	\$1,507.00	\$10,549.00
Mfg. Part#: CON-SNT-C92048PE UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: WINTER GARDEN, FL .0000% \$.00 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)				
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48	7	5396222	\$687.00	\$4,809.00
Mfg. Part#: C9200-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: WINTER GARDEN, FL .0000% \$.00 Contract: Sourcewell 121923 CDWG-Software (121923)				
Cisco Catalyst 9200 Series Network Expansion Module - 10 Gigabit S	7	5392277	\$872.00	\$6,104.00
Mfg. Part#: C9200-NM-4X UNSPSC: 43201404 TAX: WINTER GARDEN, FL .0000% \$.00 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)				
Cisco Config 6 Secondary Power Supply - power supply - hot-plug redundant	7	5724848	\$1,372.00	\$9,604.00
Mfg. Part#: PWR-C6-1KWAC/2 UNSPSC: 39121004				

QUOTE DETAILS (CONT.)

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Catalyst 9200 - Network Essentials - switch - 24 ports - smart - rack	10	5432372	\$1,453.00	\$14,530.00
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Mfg. Part#: C9200-24P-E

UNSPSC: 43222612

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Smart Net Total Care - extended service agreement	10	5686265	\$719.00	\$7,190.00
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Mfg. Part#: CON-SNT-C920024P

UNSPSC: 81111811

Electronic distribution - NO MEDIA

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Digital Network Architecture Essentials - Term License (3 years) - 24	10	5424644	\$380.00	\$3,800.00
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Mfg. Part#: C9200-DNA-E-24-3Y

UNSPSC: 43233204

Electronic distribution - NO MEDIA

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923 CDWG-Software (121923)

Cisco Catalyst 9200CX - Network Essentials - switch - compact - 12 ports -	6	7108758	\$1,197.00	\$7,182.00
--	---	---------	------------	------------

Mfg. Part#: C9200CX-12P-2X2G-E

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Smart Net Total Care - extended service agreement	6	7118373	\$167.00	\$1,002.00
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Mfg. Part#: CON-SNT-C920CXPO

Electronic distribution - NO MEDIA

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Digital Network Architecture Essentials - Term License (3 years) - 1	6	7108767	\$189.00	\$1,134.00
--	---	---------	----------	------------

Mfg. Part#: C9200CX-DNAE12-3Y

Electronic distribution - NO MEDIA

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923 CDWG-Software (121923)

Cisco rack mounting kit - 19"	6	7136243	\$49.00	\$294.00
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Mfg. Part#: RACKMNT-19-CMPACT

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco Learning Credits - pre-purchasing training funds unit	5	1506969	\$0.00	\$0.00
---	---	---------	--------	--------

Mfg. Part#: TRN-CLC-000

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Cisco - network stacking module	5	5423295	\$798.00	\$3,990.00
---	---	---------	----------	------------

Mfg. Part#: C9200L-STACK-KIT=

UNSPSC: 43201404

TAX: WINTER GARDEN, FL .0000% \$.00

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

QUOTE DETAILS (CONT.)

Cisco Config 6 - power supply - hot-plug - 600 Watt	2	5769885	\$979.00	\$1,958.00
Mfg. Part#: PWR-C6-600WAC=				
UNSPSC: 39121004				
TAX: WINTER GARDEN, FL .0000% \$.00				
Contract: Sourcewell 121923-CDWG Tech Catalog (121923)				

SUBTOTAL	\$91,879.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$91,879.00

PURCHASER BILLING INFO

Billing Address:
CITY OF WINTER GARDEN
ACCOUNTS PAYABL
300 W PLANT ST
WINTER GARDEN, FL 34787-3009
Phone: (407) 656-4111
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF WINTER GARDEN
DAVID LIVINGSTON
300 W PLANT ST
WINTER GARDEN, FL 34787-3009
Phone: (407) 656-4111
Shipping Method: DROP SHIP-GROUND

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Paige Petry | (877) 525-3511 | paigpet@cdwg.com

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THE CITY OF WINTER GARDEN

From: David Livingston, Director, Information Technology

Via: Jon C. Williams, City Manager

Date: 01/16/2024

Meeting Date: January 23, 2024

Subject: Approve the renewal the of the Microsoft Enterprise Licensing Agreement.

Issue: The city's Microsoft Enterprise Licensing Agreement is due to be renewed for the third year of a three-year term. Renewing will allow us to continue utilizing Microsoft 365 as well as other related software and services.

Recommended Action: City staff recommends renewal of the Microsoft Enterprise License Agreement, year two of three, at the cost of \$154,500.51.

Attachments/References:

- CDWG Quote PFQQ654 - Renewal of Microsoft Enterprise Agreement



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DAVID LIVINGSTON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFQQ654	12/6/2024	ANNUAL PAYMENT	1271712	\$154,500.51

Special Instructions: ANNUAL PAYMENT DUE 2/1/2025
EA 73056502
Terms 2/1/2025-1/31/2026

QUOTE DETAILS

Microsoft M365 G3 Unified FSA GCC Subscription License Per User	310	5489071	\$336.06	\$104,178.60
Mfg. Part#: AAD-34700-12-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Microsoft M365 G3 Unified FUSL GCC Subscription License Per User	15	5489074	\$393.94	\$5,909.10
Mfg. Part#: AAD-34704-12-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Microsoft Exchange Online Plan 2G - subscription license - 1 user	100	3069416	\$76.07	\$7,607.00
Mfg. Part#: 3NS-00003-12-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
MS EA DEFENDER O365 P1 GCC P U	425	4400962	\$19.08	\$8,109.00
Mfg. Part#: 3GU-00001-12-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Microsoft Project - software assurance - 1 user	5	2026955	\$134.20	\$671.00
Mfg. Part#: 076-01912-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				

QUOTE DETAILS (CONT.)

Microsoft SQL Server Standard Core Edition - software assurance - 2 cores	22	2716749	\$675.18	\$14,853.96
Mfg. Part#: 7NQ-00292-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Microsoft Visio Professional - software assurance - 1 user	10	2026965	\$115.12	\$1,151.20
Mfg. Part#: D87-01159-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Microsoft Windows Remote Desktop Services - software assurance - 1 user CAL	38	2288626	\$24.80	\$942.40
Mfg. Part#: 6VC-01254-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
MS EA WIN SVR DCCORE SA MVL	80	4354663	\$131.78	\$10,542.40
Mfg. Part#: 9EA-00278-SLG Terms 2/1/2025-1/31/2026 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
MS EA POWER BI PRO GCC P USER	5	4385631	\$107.17	\$535.85
Mfg. Part#: DDJ-00001-12-SLG Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				

SUBTOTAL	\$154,500.51
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$154,500.51

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WINTER GARDEN ACCOUNTS PAYABL 300 W PLANT ST WINTER GARDEN, FL 34787-3009 Phone: (407) 656-4111 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF WINTER GARDEN DAVID LIVINGSTON 300 W PLANT ST WINTER GARDEN, FL 34787-3009 Phone: (407) 656-4111 Shipping Method: ELECTRONIC DISTRIBUTION
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Paige Petry | (877) 525-3511 | paigpet@cdwg.com

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For more information, contact a CDW account manager.

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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: January 15, 2025

Meeting Date: January 23, 2025

Subject: Execution of the Assignment of Easement for the Drainage Easement from Orange County to the City of Winter Garden.

Issue: The existing 24" reinforced concrete pipe ("RCP") storm line, and drainage ditch, is located on the eastern portion of the property located at Edgeway Drive (Parcel ID 12-22-27-6496-06-006). The RCP drains from Edgeway Drive to the pond located in rear of the County owned property located at 303 S West Crown Point Road. The Edgeway property as well as the easement for the RCP is located in the City of Winter Garden's jurisdictional limits however, the easement is dedicated to Orange County. The Assignment of Easement Agreement will transfer the easement to the City of Winter Garden and allow for more efficient delivery of maintenance and service.

Recommended Action:

Staff recommends signing the assignment of easement from Orange County to the City of Winter Garden.

Attachment(s)/References:

Location Map of Edgeway Property drainage easement
Assignment of Easement Agreement

ASSIGNMENT OF DRAINAGE EASEMENT

THIS ASSIGNMENT OF DRAINAGE EASEMENT (“Assignment”) is made and entered into by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 (“Assignor”), and the **CITY OF WINTER GARDEN**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL 34787 (“Assignee”).

WHEREAS, Assignor is the holder of a drainage easement (the “Easement”), dated August 20, 1984, and recorded at OR Book 3548, Page 546, Public Records of Orange County, Florida; and

WHEREAS, the land lying within a portion the Easement, as more particularly described in Exhibit “A,” attached to this Assignment, is located within the jurisdictional limits of the Assignee; and

WHEREAS, pursuant to a Resolution adopted by the Orange County Board of County Commissioners under Section 125.38, Florida Statutes, subject to the provisions herein, the Assignor desires to assign, and the Assignee desires to assume, all of the Assignor’s rights, title, duties, obligations, and interest in the portion of the Easement described in Exhibit “A.”

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** The Assignor hereby assigns and transfers to the Assignee, to the extent assignable, all of the Assignor’s rights, title, duties, obligations, and interests in the Easement described in Exhibit “A.”
3. **Assumption.** The Assignee hereby assumes from the Assignor all of the Assignor’s rights, duties, and obligations under the terms and conditions of the Easement, including the maintenance of the easement areas, and the Assignee further agrees that, as a condition of this Assignment, the Assignee shall assume and abide by all terms and conditions of the Easement, except as described below and shown on Exhibit “B.”

Assignee shall maintain the existing 24” reinforced concrete pipe (“RCP”) storm line from Edgeway Drive north to and including the manhole, and the Assignor shall maintain the 24” RCP from the manhole to its terminus at the mitered end section in the Orange County stormwater pond, as shown on Exhibit “B.”

4. **Recording.** The Assignee shall record a certified copy of this Assignment of Drainage Easement in the Official Public Records of Orange County, Florida, within five (5) business days of its Effective Date.

5. **Effective Date.** This Assignment of Drainage Easement shall become effective upon the date of execution by the Assignor or the date of execution by the Assignee, whichever date is later.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Drainage Easement, as of the dates respectively written below.

ASSIGNOR:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Print Name

ASSIGNEE:

CITY OF WINTER GARDEN, FLORIDA

Signed, sealed, and delivered
In the presence of:

By: _____
John Rees, Mayor

Witnesses:

ATTEST: _____
Angela Grimmage, City Clerk

Printed Name

Printed Name

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Winter Garden, Florida only.

Date: _____, 2025

City Attorney, City of Winter Garden, Florida

Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, by means of
 physical presence, or online notarization, this ____ day of _____, 2025, by
_____, who, is personally known to me, or has produced
_____ as identification.

Witness my hand and official seal this ____ day of ____, 2025.

Notary Public, State of Florida

Name typed, printed or stamped

My Commission Expires: _____

Exhibit A
(Legal Description of Easement)

Description No. 6 – Easement North from Edgeway Drive (Drainage Easement) Parcel 806:

A) That part of the West 60.00 feet of the East 190.00 feet of the Southwest 1/4 of Block F, Overstreet Crate Company Subdivision, as recorded in Plat Book F, page 9, Public Records of Orange County, Florida, lying North of the right of way of Edgeway Drive as shown on the plat of Ficquette-Thornal Subdivision No.1, recorded in Plat Book V, page 58, Public Records of Orange County, Florida.

B) The South 187.00 feet of the West 60.00 of the East 190.00 feet of the Northwest 1/4 of Block F, Overstreet Crate Company Subdivision, as recorded in Plat Book F, page 9, Public Records of Orange County, Florida.

Contains 0.643 acres, more or less.

Exhibit B

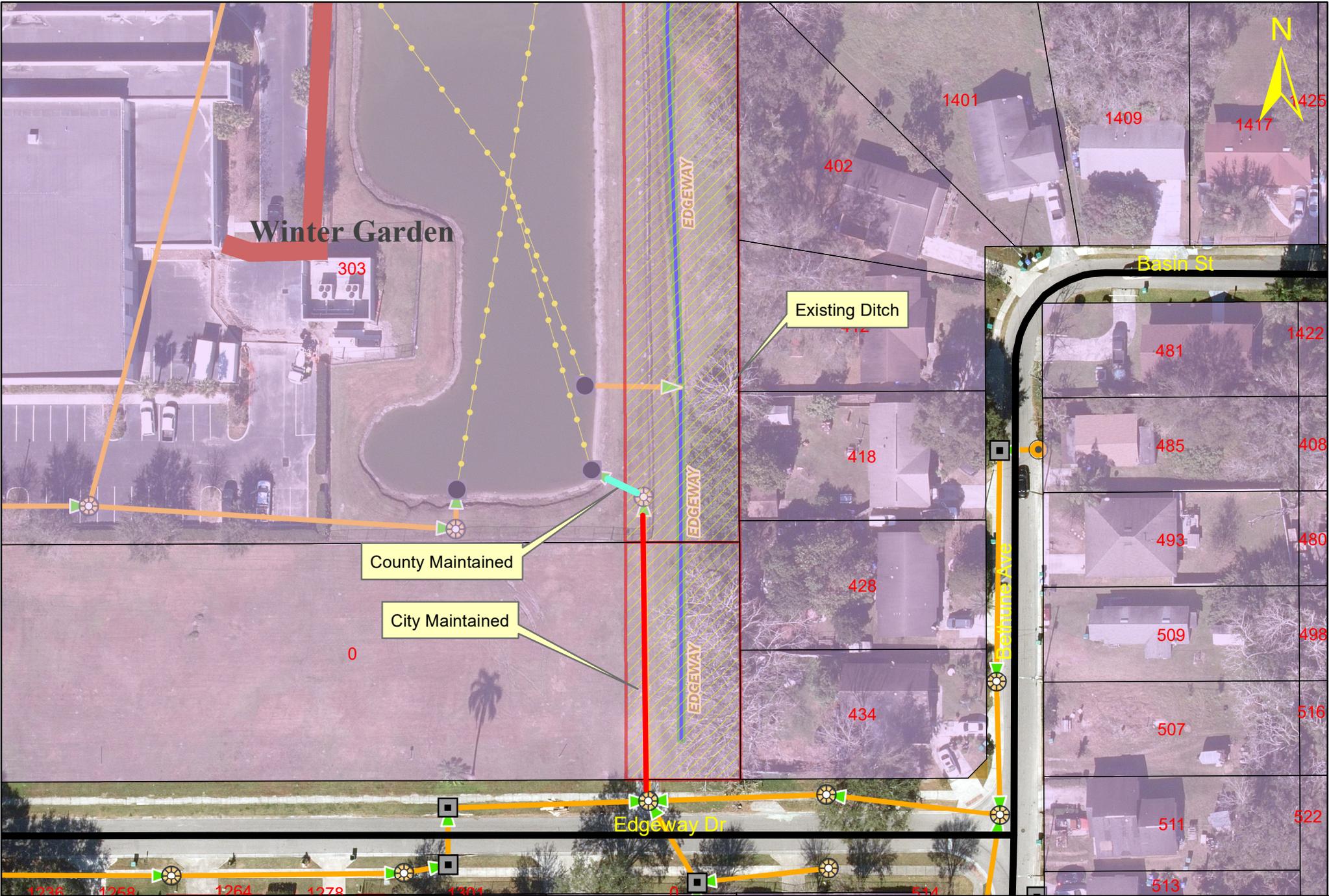


Exhibit B

Assignment of Drainage Easement Edgeway Drive

- Existing Ditch
- County Maintained
- City of Winter Garden Maintained

Author: Rojesh Sankar
 Assistant Project Manager
 Date: 12/10/2024



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: January 16, 2025 **Meeting Date:** January 23, 2025

Subject: 1104 S Park Ave
Golden Palms Final Plat
PARCEL ID # 27-22-27-0000-00-059

Issue: Applicant is requesting to record the Final Plat for 24 new residential (townhome) lots and common area tracts for the property located at 1104 S Park Ave.

Discussion: The applicant is requesting Final Plat approval for the 3.77 ± acre property located at 1104 S Park Ave. This property, previously known as the Colonial Gardens subdivision, originally received Preliminary Plat approval on January 27, 2005. The previous applicant installed the site's infrastructure, including the internal roadway, but never constructed the townhomes units or recorded the final plat.

The proposed Final Plat is consistent with the previously-approved preliminary plat, featuring 24 townhome lots with common area tracts, and associated easements.

The property has future land use designation of Medium Density Residential and is zoned R-3 Multifamily Residential District.

Recommended Action: Staff Recommends approval of the Final Plat subject to the conditions outlined in the attached DRC Report dated January 16, 2025.

Attachment(s)/References:
Location Map
DRC Memo
Final Plat
Townhome Elevations

LOCATION MAP

1104 S Park Ave



ELEVATION NOTES:

- UNLESS NOTED OTHERWISE, OVERHANGS ARE TO BE 1'-0".
- ROOF PITCH PER ELEVATIONS.
- WHEN PLASTERING WITH CEMENT, PLASTER SHALL NOT BE LESS THAN THREE COATS, 7/8" THICK, OVER FRAMED WALLS APPLIED OVER PAPER BACKED METAL LATH OR WIRE FABRIC LATH AND WITH TWO LAYERS OF VAPOR BARRIER, NOT LESS THAN THREE COATS, 5/8" THICK, WHERE APPLIED OVER MASONRY OR CONCRETE.
- STUCCO OR PORTLAND CEMENT PLASTER SHALL BE PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM C929.
- MASONRY VENEER SHALL COMPLY WITH SECTION R703.7.3 OF THE RESIDENTIAL EDITION OF THE FLORIDA BUILDING CODE IF APPLICABLE.
- CLEARANCE BETWEEN EXTERIOR WALL COVERINGS AND FINAL EARTH GRADE ON THE EXTERIOR OF A BUILDING SHALL NOT BE LESS THAN 6" PER SECTION R704 OF THE FLORIDA BUILDING CODE, INSPECTION FOR TERMITES.
- ALL EXTERIOR FINISHES & CLADDING TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- APPROVED CORROSION-RESISTANT FLASHING SHALL BE APPLIED SHINGLE-FASHION, IN A MANNER TO PREVENT ENTRY OF WATER INTO WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. FLASHINGS SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:
 - EXTERIOR WINDOW & DOOR OPENINGS
 - INTERSECTION OF CHIMNEYS OR OTHER MASONRY INTERSECTIONS w/ FRAME WALLS
 - UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS
 - CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM
 - WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD FRAME CONSTRUCTION
 - AT WALL AND ROOF INTERSECTIONS
 - AT BUILT-IN GUTTERS

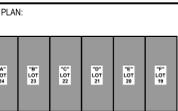


2 SCALE: 1/4"= 1'-0" LEFT SIDE ELEVATION

SUNRISE COVER, LLC.

1104 S PARK AVE - 6-UNIT BUILDING

CONTROL:
PLAN NUMBER: 6 UNIT BUILDING
PLAN NAME:
SERIES:
VERSION: 1.0



REVISIONS:

MARK	DATE	DESCRIPTION

DESIGN PROFESSIONAL OF RECORD:

PROFESSIONAL SEAL:

DO NOT SCALE PRINTS! CONSTRUCTION SHALL BE PER INDICATED DIMENSIONS ONLY. ANY DISCREPANCIES ARE TO BE REPORTED TO ARCODYNAMICS, INC. FOR CLARIFICATION PRIOR TO CONSTRUCTION.

PROJECT NUMBER: ---
ISSUE DATE: 04.22.24
DRAWN BY: BS
CHECKED BY: JG
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SHEET TITLE: ELEVATIONS

SHEET NUMBER: A-401

A-401



1 SCALE: 1/4"= 1'-0" FRONT ELEVATION

ELEVATION NOTES:

1. UNLESS NOTED OTHERWISE, OVERHANGS ARE TO BE 1'-0"
2. ROOF PITCH PER ELEVATIONS.
3. WHEN PLASTERING WITH CEMENT, PLASTER SHALL NOT BE LESS THAN THREE COATS, 7/8" THICK, OVER FRAMED WALLS APPLIED OVER PAPER BACKED METAL LATH OR WIRE FABRIC LATH AND WITH TWO LAYERS OF VAPOR BARRIER, NOT LESS THAN THREE COATS, 5/8" THICK, WHERE APPLIED OVER MASONRY OR CONCRETE.
4. STUCCO OR PORTLAND CEMENT PLASTER SHALL BE PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM-C929.
5. MASONRY VENEER SHALL COMPLY WITH SECTION R703.7.3 OF THE RESIDENTIAL EDITION OF THE FLORIDA BUILDING CODE IF APPLICABLE.
6. CLEARANCE BETWEEN EXTERIOR WALL COVERINGS AND FINAL EARTH GRADE ON THE EXTERIOR OF A BUILDING SHALL NOT BE LESS THAN 6" PER SECTION R704 OF THE FLORIDA BUILDING CODE, INSPECTION FOR TERMITES.
7. ALL EXTERIOR FINISHES & CLADDING TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
8. APPROVED CORROSION-RESISTANT FLASHING SHALL BE APPLIED SHINGLE-FASHION, IN A MANNER TO PREVENT ENTRY OF WATER INTO WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. FLASHING SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:
 - 8.1. EXTERIOR WINDOW & DOOR OPENINGS
 - 8.2. INTERSECTION OF CHIMNEYS OR OTHER MASONRY INTERSECTIONS w/ FRAME WALLS
 - 8.3. UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS
 - 8.4. CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM
 - 8.5. WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD FRAME CONSTRUCTION
 - 8.6. AT WALL AND ROOF INTERSECTIONS
 - 8.7. AT BUILT-IN GUTTERS

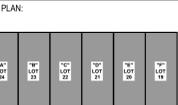


SUNRISE COVER, LLC.

1104 S PARK AVE - 6-UNIT BUILDING

1880 NW 88th CT, SUITE 101
DORAL, FL 33173
T: 407-241-8956
COMMUNITY: 19-24
BLOCK: 19-24
ADDRESS: 1104 S PARK AVE
WINTER GARDEN, FLORIDA

CONTROL:
PLAN NUMBER: 6 UNIT BUILDING
PLAN NAME:
SERIES: 1
VERSION: 1.0



REVISIONS:

MARK	DATE	DESCRIPTION

DESIGN PROFESSIONAL OF RECORD:

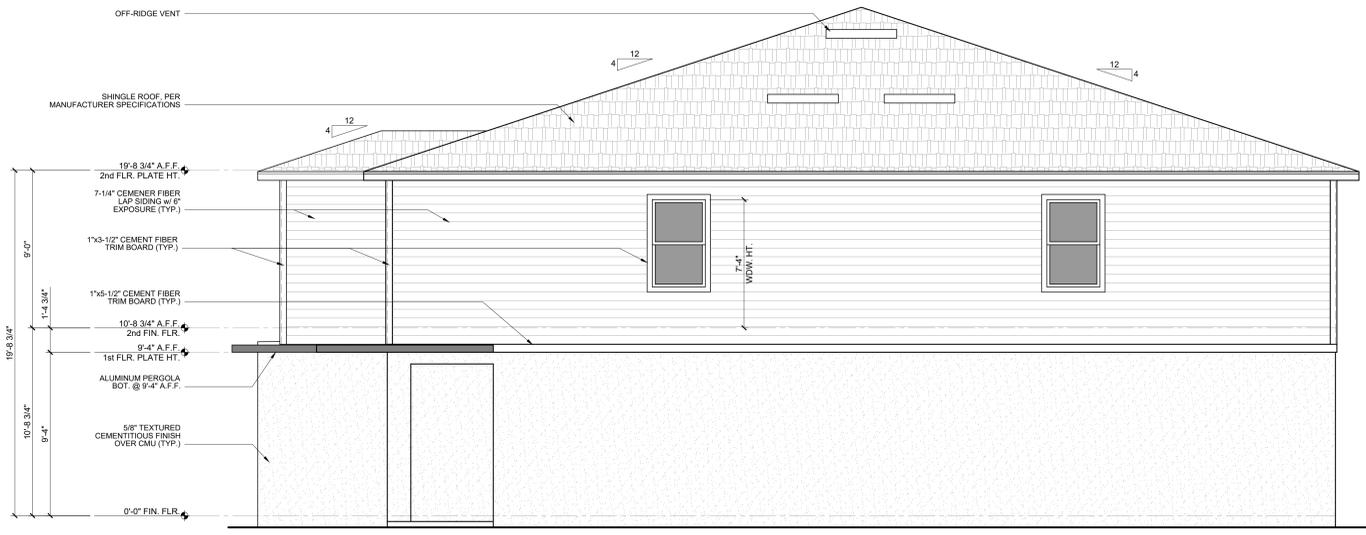
PROFESSIONAL SEAL:

DO NOT SCALE PRINTS! CONSTRUCTION SHALL BE PER INDICATED DIMENSIONS ONLY. ANY DISCREPANCIES ARE TO BE REPORTED TO ARC DYNAMICS, INC. FOR CLARIFICATION PRIOR TO CONSTRUCTION.

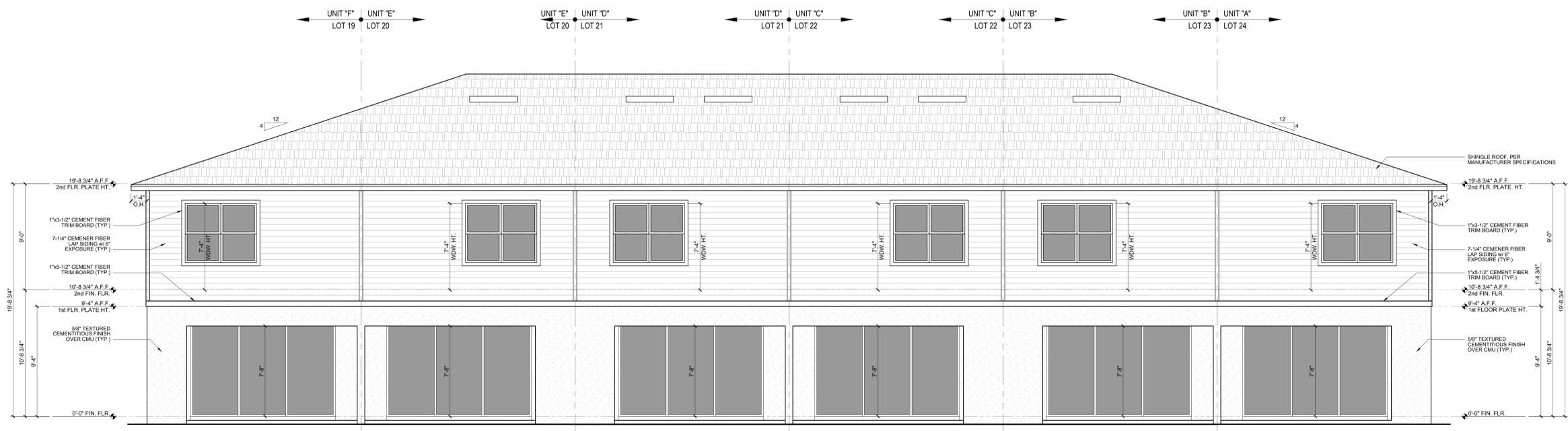
PROJECT NUMBER: ---
ISSUE DATE: 04.22.24
DRAWN BY: BS
CHECKED BY: JG
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ELEVATIONS

SHEET NUMBER:
A-402



2 SCALE: 1/4" = 1'-0" RIGHT SIDE ELEVATION



1 SCALE: 1/4" = 1'-0" REAR ELEVATION

GOLDEN PALMS

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION

A PORTION OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°05'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, FOR A DISTANCE OF 666.58 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 89°46'00" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, FOR A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PARK AVENUE (60.00 FOOT RIGHT OF WAY) FOR A POINT OF BEGINNING BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 282.67 FEET, A CHORD BEARING OF 513°36'08"W, A CHORD DISTANCE OF 131.70 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'33", A DISTANCE OF 132.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S27°04'29"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 173.99 FEET TO THE NORTHEAST CORNER OF LOT 1, VILLAGE GROVE PHASE 1, AS RECORDED IN PLAT BOOK 12, PAGE 113, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N85°01'48"W ALONG THE NORTH LINE OF LOTS 1 THROUGH 5, SAID VILLAGE GROVE PHASE 1, A DISTANCE OF 167.87 FEET; THENCE S76°42'46"W ALONG THE NORTH LINE OF LOTS 6 THROUGH 13, SAID VILLAGE GROVE PHASE 1 A DISTANCE OF 200.77 FEET TO THE NORTH LINE OF TRACT A, SAID VILLAGE GROVE PHASE 1; THENCE N78°00'59"W ALONG SAID NORTH LINE OF TRACT A, A DISTANCE OF 139.37 FEET TO THE EAST LINE OF TRACT A, WEST MARKET OF WINTER GARDEN, PLAT BOOK 98, PAGES 14 THROUGH 16, SAID PUBLIC RECORDS ALSO BEING THE WEST LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE N00°26'31"E ALONG SAID EAST LINE AND THE EAST LINE OF LOT 6, SAID WEST MARKET OF WINTER GARDEN, A DISTANCE OF 288.09 FEET TO THE SOUTH LINE OF INSTRUMENT #20160372543 ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, SAID PUBLIC RECORDS; THENCE S89°46'00"E ALONG SAID SOUTH LINE A DISTANCE OF 606.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 163,343 SQUARE FEET OR 3.750 ACRES MORE OR LESS.

SHEET INDEX

SHEET 1: COVER, DESCRIPTION AND NOTES
SHEET 2: PLAT DETAIL

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.

NOTES

1. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM, BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, BEING: S00°05'51"W.

2. □ - DENOTES A SET PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

3. ○ - DENOTES A SET PERMANENT CONTROL POINT, A NAIL WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

4. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8849, PAGE 588, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (A 10 FOOT EASEMENT LYING 5 FEET ON EITHER SIDE OF THE GRANTEE'S FACILITIES AT MUTUALLY AGREEABLE LOCATIONS OVER, UNDER, ACROSS AND THROUGH SUBJECT PROPERTY. THE FACILITIES AND LOCATION OF THE EASEMENT IS NOT DEFINED BY SAID DOCUMENT (BLANKET IN NATURE.)

5. ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL, UNLESS NOTED RADIAL (R).

6. "THE LANDS DEPICTED HEREIN ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 24 SOUTH HOMEOWNERS ASSOCIATION, INC. RECORDED IN DOCUMENT NUMBER 20240337822, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA," 24 SOUTH HOMEOWNERS ASSOCIATION, INC. ("HOMEOWNERS' 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 THE 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." TRACTS A, B AND C SHALL BE CONVEYED TO AND OWNED AND MAINTAINED BY THE 24 SOUTH HOMEOWNERS ASSOCIATION, INC.

7. THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE HOMEOWNERS ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACT A (PRIVATE RIGHT-OF-WAY), TRACT B (OPEN SPACE) AND TRACT C (DRAINAGE) AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION MUST BE A MEMBER OF THE HOMEOWNERS ASSOCIATION. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE HOMEOWNERS ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.

8. 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, SIDEWALKS, 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 AND C 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, SIDEWALKS, 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 AND C AND THE IMPROVEMENTS THEREON".

9. ALL PLATTED UTILITY 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. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

10. 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.

11. 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 A (PRIVATE RIGHT-OF-WAY) OWNED BY THE ASSOCIATION 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 NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.

12. THE CITY OF WINTER GARDEN AND THE PUBLIC IS HEREBY DEDICATED THE 10' UTILITY EASEMENTS SHOWN ON THE PLAT. THE CITY OF WINTER GARDEN'S RIGHTS IN THE UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE SUPERIOR TO ALL OTHERS AND NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY'S UTILITY IMPROVEMENTS WITHIN SUCH UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT ACCEPTS AND/OR INSTALLS WITHIN THE UTILITY EASEMENTS AREAS.

13. 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.

14. THE 24 SOUTH HOMEOWNERS ASSOCIATION, INC. IS HEREBY DEDICATED THE 10' DRAINAGE EASEMENTS SHOWN ON THE PLAT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE SUBDIVISION STORMWATER DRAINAGE SYSTEM IMPROVEMENTS, INCLUDING DRAINAGE IMPROVEMENTS WITHIN THE DRAINAGE EASEMENTS.

PLAT BOOK PAGE

GOLDEN PALMS DEDICATION

KNOW ALL BY THESE PRESENTS, That Sunrise Cover, LLC, a Florida 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 uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, Sunrise Cover, LLC, a Florida limited liability company has cause these presents to be signed and attested to by the officers named below on _____

Owner: Sunrise Cover, LLC, a Florida limited liability company:

BY: /s/ _____ /Title/ _____
/P/ _____

SIGNED IN THE PRESENCE OF:

/s/ _____ /s/ _____
/P/ _____ /P/ _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ of Sunrise Cover, LLC, a Florida limited liability company, on behalf of the company, who 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 NOTARY

PRINT NAME

My Commission Number: _____

My commission expires: _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper that has prepared the foregoing plat was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Part I, Florida Statutes; and that said land is located in the Orange County, Florida.

Dated: _____ Signed: _____

LB #4475

Registration Number:

FRANK A RAYMOND III PSM #5325
Accuright Surveys of Orlando, Inc.
2012 East Robinson Street
Orlando, Florida 32803

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the _____, the _____, the _____ approved the foregoing plat.

MAYOR PRO TEM: _____

ATTEST: _____
City Clerk

CERTIFICATE OF REVIEW BY CITY SURVEYOR

Reviewed for conformity to Chapter 177, Part I.

City Surveyor: _____

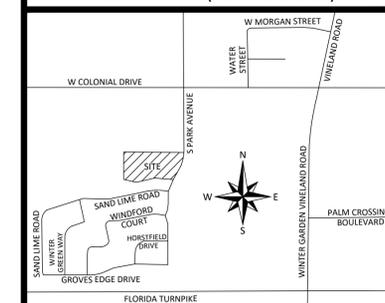
Date _____

CERTIFICATE OF COUNTY COMPTROLLER

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

BY: _____

VICINITY MAP (NOT TO SCALE)



ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

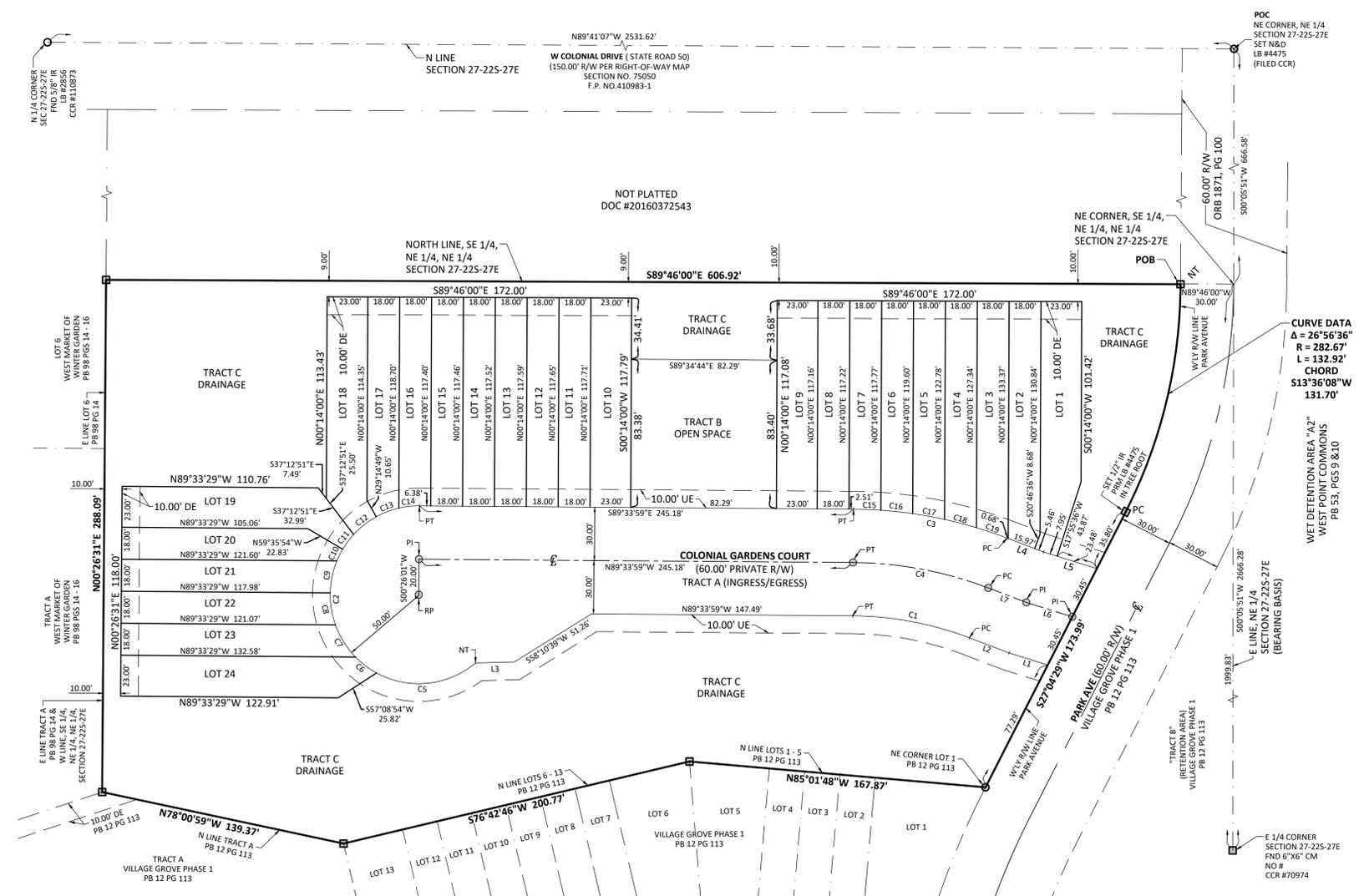
SHEET 1 OF 2

GOLDEN PALMS

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

SHEET INDEX

SHEET 1: COVER, DESCRIPTION AND NOTES
SHEET 2: PLAT DETAIL



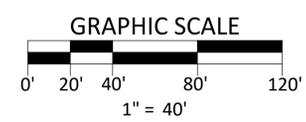
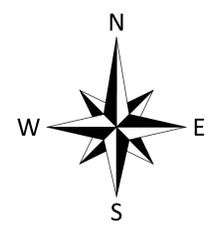
CURVE DATA
Δ = 26°56'36"
R = 282.67'
L = 132.92'
CHORD
513°36'08" W
131.70'

LEGEND

- CCR - CERTIFIED CORNER RECORD
- CL - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- Δ - CENTRAL ANGLE
- FND - FOUND
- IR - IRON ROD
- L - LENGTH
- LB - LICENSED BUSINESS
- NR - NON-RADIAL
- NT - NON-TANGENT
- N&D - NAIL & DISK
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PG - PAGES
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- (R) - RADIAL
- R - RADIUS
- RP - RADIUS POINT
- R/W - RIGHT-OF-WAY
- SEC - SECTION
- - FOUND CORNER

NOTICE:
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ACCURIGHT
ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314



LINE CHART

L1=N72°45'02"W 22.89'
L2=N69°13'24"W 23.95'
L3=S88°27'06"W 22.00'
L4=N69°13'24"W 22.11'
L5=N72°45'02"W 31.43'
L6=N72°45'02"W 27.16'
L7=N69°13'24"W 23.03'

CURVE CHART

NO.	CENTRAL ANGLE	ARC RADIUS	CHORD LENGTH	CHORD BEARING	CHORD DISTANCE
C1	20°20'35"	190.00'	67.46'	N79°23'42"W	67.11'
C2	220°19'35"	50.00'	192.27'	N19°43'47"W	93.87'
C3	20°20'35"	250.00'	88.76'	S79°23'42"E	88.30'
C4	20°20'35"	220.00'	78.11'	N79°23'42"W	77.70'
C5	68°20'51"	50.00'	59.64'	S84°16'51"W	56.17'
C6	17°03'01"	50.00'	14.88'	N53°01'12"W	14.82'
C7	24°40'26"	50.00'	21.53'	N32°09'29"W	21.37'
C8	21°02'46"	50.00'	18.37'	N09°17'53"W	18.26'
C9	21°09'32"	50.00'	18.46'	N11°48'17"E	18.36'
C10	08°25'52"	50.00'	7.36'	N26°35'59"E	7.35'
C11	11°47'30"	50.00'	10.29'	N36°42'39"E	10.27'
C12	18°40'36"	50.00'	16.30'	N51°56'52"E	16.23'
C13	15°43'05"	50.00'	13.72'	N69°08'43"E	13.67'
C14	13°25'55"	50.00'	11.72'	N83°43'03"E	11.69'
C15	03°33'09"	250.00'	15.50'	S87°47'25"E	15.50'
C16	04°08'51"	250.00'	18.10'	S83°56'24"E	18.09'
C17	04°11'23"	250.00'	18.28'	S79°46'17"E	18.28'
C18	04°15'24"	250.00'	18.57'	S75°32'53"E	18.57'
C19	04°11'47"	250.00'	18.31'	S71°19'18"E	18.31'

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

(407) 656-4111

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JANUARY 16, 2025
SUBJECT: 1104 S PARK AVENUE – GOLDEN PALMS
FINAL PLAT APPROVAL

We recommend approval of the final plat, subject to the following conditions and comments:

ENGINEERING 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. Lot numbering shall meet the requirements of Chapter 177 F.S. Lot numbers on final construction plan as-builts shall match the recorded plat lot numbering.
3. All recording information needs to be inserted where appropriate once available.
4. Transfer of all common areas, tracts, and easements to the HOA and the City shall take place prior to, or with final plat recording (via deed). Draft 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. Tract A (Colonial Gardens Court) shall be private as noted, to be owned and maintained by the HOA.
7. Performance Bond: The improvements are not completed (C of C not issued). A Performance bond or letter of credit in the amount of **120%** of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy (if not already paid or installed); street and regulatory signs, final lift of asphalt, required landscaping, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Provide Design Engineer's certification of cost of any incomplete improvements and contractor's contract for the work. Final plat will not be forwarded to the City Commission for approval without performance bond (unless C of C has been issued).

Based on the Design Engineer's certification of incomplete construction costs (recreation improvements) of \$13,230.00 **the performance bond shall be \$15,876.00**, representing 120% of the cost. The developer has provided a cash bond (check #3334 - \$15,816.00) that has been submitted to Finance and can be returned upon completion and submittal of the maintenance bond.

8. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20%** of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion (C of C). Design Engineer shall provide certification of total cost of this phase, based on Contractor's final pay application, for determination of Maintenance Bond amount.

A Maintenance Cash Bond (**Check #1107**) has been submitted to the City in the amount of **\$67,109.60** representing 20% of the cost of the improvements and is on file in the Finance Directors office. The two-year warranty period for this phase shall not be earlier than **October 4, 2025** (see attached C of C).

9. The Certificate of Completion has been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of

record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.

10. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. Other than for model homes as specified in Code, no additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
11. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
12. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department.
13. Design Engineer has provided certification that he/she has reviewed the final plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans (30' minimum).

PLANNING COMMENTS

14. The site must be landscaped per the approved landscape plans, which show oaks, crape myrtles, and other plantings. The Planning Department will inspect the subdivision to ensure the landscape is installed per these plans prior to any of the townhome buildings receiving a CO.
15. Similar to comment 16 above, the required recreation elements shown in the previously approved plans are required to be installed prior to the HOA turnover.
16. The elevations are required to match what was submitted to the City on October 4, 2024, which include façade detailing on all four sides of the buildings.

STANDARD GENERAL CONDITIONS

17. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
18. All work shall conform to City of Winter Garden standards and specifications.
19. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
20. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
21. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
22. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent

properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

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

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: Dan Langley, City Attorney

Via: Jon C. Williams, City Manager

Date: January 16, 2025 **Meeting Date:** January 23, 2025

Subject: Approval of Settlement Agreement with GIL, Inc. to settle litigation filed against the City concerning alleged breach of contract for post-closing improvements under a purchase agreement for the acquisition of Plant Street right-of-way.

Issue: Approve a settlement agreement with GIL, Inc. to settle the pending lawsuit filed by GIL, Inc.

Discussion: On December 11, 2008 the City, GIL, Inc. (“GIL”) and G. Douglas Laman (“Laman”) entered into a written contract entitled Agreement of Acquisition of Property concerning the City’s acquisition of multiple right-of-way parcels for the East Plant Street widening project. The Agreement required the City to construct sidewalks and install landscaping within the right-of-way adjacent to the GIL and Laman’s remaining property on the south side of Plant Street that were developed as of the effective date of the Agreement in order to screen parking areas of the existing buildings that will remain (“Sidewalk & Landscaping Obligation”).

A dispute arose between the City and GIL as to whether the City complied with the Sidewalk & Landscaping Obligation under the Agreement. On March 15, 2018, GIL filed a three-count complaint against the City in *Gil, Inc. v. City of Winter Garden*, Orange County Circuit Court Case No. 48-2018-CA-002744A0001OX (the “Litigation”).

Shortly after the Litigation was filed and for many years thereafter, there have been ongoing settlement discussions occurring between the City and GIL on a potential resolution to the dispute. The settlement negotiations have finally cumulated into the proposed Settlement Agreement included in this agenda package.

If approved, the Settlement Agreement will result in the prompt dismissal of the Litigation with each party bearing their own attorneys’ fees and litigation expenses. GIL and Laman will, at no charge, convey additional right-of-way property to the City along East Plant Street. The City will thereafter will design and install improvements, within the existing or newly expanded public right-of-way, consisting of landscaping and sidewalks of varying widths up to fourteen (14’) feet on the south side of East Plant

Street on the segment between 11th Street and S.W. Crown Point Road (“Landscaping & Sidewalk Improvements”) and on the West side of 111 11th St. The Landscaping & Sidewalk Improvements will consist of (i) knee walls adjacent to certain parcels, (ii) sidewalks generally adjacent to the southern or westerly right of way line and (iii) landscaping adjacent to the traffic lanes on E. Plant Street. The Landscaping & Sidewalk Improvements the City shall install are intended to meet the City’s uniform vision of the East Plant Street Character Area, but the actual design remains in the City’s sole discretion.

The Settlement Agreement also incorporates and reaffirms certain benefits that GIL and Laman received under the Agreement of Acquisition of Property.

Recommended Action:

Motion to approve the settlement agreement with GIL, Inc. and for the City to take the necessary actions and make the expenditures required of the City as set forth in the settlement agreement.

Attachment(s)/References:

Settlement Agreement and its Exhibits.

IN THE CIRCUIT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GIL, INC.,
Plaintiff,

UCN: 482018CA002744A0001OX

vs.

CITY OF WINTER
GARDEN,
Defendant.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made by and between Plaintiff, GIL, INC. (hereinafter "GIL") and Defendant, CITY OF WINTER GARDEN; a Florida municipal corporation ("City");

WHEREAS, GIL and the City are sometimes herein jointly referred to as the "Parties" where appropriate; and

WHEREAS, on December 11, 2008 the City, GIL and G. Douglas Laman ("Laman") entered into a written contract entitled "Agreement of Acquisition of Property" (hereinafter "Original Agreement") concerning the CITY's acquisition of right-of-way parcels from GIL and Laman; and

WHEREAS, the Original Agreement required the City to construct sidewalks and install landscaping within the right-of-way adjacent to the Remaining Property (as defined by the Original Agreement) on the south side of Plant Street that were developed as of the effective date of the Original Agreement in order to screen parking areas of the existing buildings that will remain ("Sidewalk & Landscaping Obligation"); and

WHEREAS, the aforesaid Remaining Property subject to the Sidewalk & Landscaping Obligation that are still under GIL ownership are located at 1114-1130 E. Plant Street, 1132-1138 E. Plant Street and 1150 E. Plant Street, Winter Garden and have Orange County Tax Parcel, Identification Numbers 13-22-27-0000-00-036, 13-22-27-0000-00-03-059, and 13-22-27-0000-00-042 ("GIL Developed Properties"); and

WHEREAS, a dispute arose between the Parties as to whether the City complied with the Sidewalk & Landscaping Obligation under the Original Agreement; and

WHEREAS, on March 15, 2018, GIL filed a three-count complaint against the City in *Gil, Inc. v. City of Winter Garden*, Orange County Circuit Court Case No. 48-2018-CA-002744A0001OX (the "Litigation"); and

WHEREAS, the Parties wish to amicably resolve the dispute between the Parties and the Litigation; and

WHEREAS, Laman owns that certain real property located at 1140 E. Plant Street, Winter Garden, having Orange County Tax Parcel Identification Number 13-22-27-0000-00-044 ("Laman Property"); and

WHEREAS, GIL also owns those certain undeveloped parcels of land located at 111 11th Street, 1142 E. Plant Street, and 1144 E. Plant Street, Winter Garden, having Orange County Tax Parcel Identification Numbers 13-22-27-0000-00-045, 13-22-27-0000-00-060 and 13-22-27-0000-00-061 ("GIL Vacant Property").

NOW THEREFORE, in consideration of the mutual releases, promises and benefits hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge that the above and foregoing recitals which apply to each of them are true and correct and are essential terms of this Agreement which are incorporated herein by this reference, except only that no admission against interest or liability is intended or made by this adoption by reference.

2. Public Sidewalk & Landscaping Right of Way.

A. Not later than forty-five(45) days after the execution of this Settlement Agreement, GIL will convey in fee simple, at no charge, to the City the Northern 8 feet of the GIL Properties specifically 111 11th Street and 1142, 1144 & 1150 E. Plant Street and the Northern 3' (three feet) of 1114-1138 E. Plant Street (form of special warranty deed attached as **Exhibit A**) by executing and delivering special warranty deeds to the City's attorney for recording in the public records of Orange County, Florida. At their expense, GIL and Laman are responsible for having a professional surveyor prepare sketch and legal descriptions for the deed of conveyances required by this Agreement. The City shall install the contemplated sidewalks as described herein as near the Southern edge of the existing or expanded right-of-way as is reasonably possible in the City's judgment.

B. No later than forty-five (45) days after the execution of this Settlement Agreement, Laman will convey in fee simple, at no charge, the Northern 8 feet of the Laman Properties specifically 1140 E Plant St (form of special warranty deed attached as **Exhibit B**) by executing and delivering special warranty deeds to the City's attorney for recording in the public records of Orange County, Florida.

C. GIL and or Laman shall pay for the costs of preparing and executing the aforementioned special warranty deeds and shall obtain and pay for professional surveyor's sketches and legal descriptions for the land to be conveyed to the City. Pursuant to general law, GIL and Laman will be responsible for paying ad valorem taxes on the land conveyed to the City up to the date of conveyance. The City will pay the costs for recording the special warranty deeds in the public records of Orange County. The lands conveyed by GIL and Laman to the City must be free and clear of all mortgages and monetary liens and any encumbrances that would not permit use of the lands for public sidewalk and landscaping purposes, and evidence of the same must be provided to the City when the special warranty deeds are delivered to the City attorney. The aforementioned sketches and legal descriptions are attached as **Exhibits C through F**.

D. GIL and Laman are voluntarily conveying the lands set forth herein to the City, and there has been no threat of condemnation by the City related thereto. GIL and Laman shall receive no impact fee credits or any other compensation for the conveyances of land required under this Agreement.

3. Landscaping & Sidewalks. On or before October 1, 2028 ("Completion Date"), the City will design and install improvements, within the existing or newly expanded public right-of-way, consisting of landscaping and sidewalks of varying widths up to fourteen (14') feet on the south side of East Plant Street on the segment between 11th Street and S.W. Crown Point Road ("Landscaping & Sidewalk Improvements"). Specifically, the Landscaping & Sidewalk Improvements shall consist of (i) knee walls adjacent to existing off-street vehicle parking surfaces located at 1114-1130 and 1132-1138 E. Plant St.; the City may add additional knee walls at its sole discretion; (ii) sidewalks generally adjacent to the southern and (iii) landscaping adjacent to the traffic lanes on E. Plant St. The width of the sidewalk and landscape areas will vary in the City's discretion. The Landscaping & Sidewalk Improvements the City installs are intended to meet the City's uniform vision of the East Plant Street Character Area, but the actual design remains in the City's sole discretion.

Within a reasonable time after completion of the preliminary and final design plans the City shall provide copies to GIL and Laman for informational purposes only, but failure to do so is not a material breach of this Agreement. New or redevelopment of GIL or Laman's properties shall take the existing Plant Street curb cuts and landscaping and sidewalk designs into consideration when preparing site plan and building construction drawings. When installing the Landscaping & Sidewalk Improvements, the City shall take into consideration the existing conditions, including the existing Plant Street curb cuts.

The contemplated sidewalk as described herein and knee walls will not encroach into the surface area of parking pavement, unless the property owners specifically allow the improvements to eliminate parking surfaces, provided however, the footers of the knee walls may be located under the parking pavement. For no charge, GIL and Laman will grant the City and its contractors a right-of-entry for purposes of harmonizing the sidewalk and knee walls with improvements of their respective properties.

4. Development of GIL or Laman properties prior to Landscaping and Sidewalk Improvements being installed. GIL and Laman shall not submit any development plans to construct new commercial buildings on vacant properties that front E. Plant Street owned by GIL and Laman for 12 months after the effective date of this Agreement. With respect to existing developed properties, GIL/Laman may submit rezoning requests, development plans for site improvements, façade enhancements, building expansions or signs that will not affect the public right-of-way, driveways, and Landscaping & Sidewalk Improvements contemplated herein. GIL/Laman may make site, sign, and façade improvements that will not affect the public right of way, driveways, and Landscaping & Sidewalk Improvements, subject to the issuance of all necessary approvals and permits.

If after 12 months from the effective date of this Agreement, GIL or Laman submits a site plans for building approval prior to the City installing the Landscaping and Sidewalk Improvements, during the site plan review and approval process, the City shall design the necessary "Sidewalk & Landscaping Improvements" within the expanded Plant Street right-of-way adjacent to such parcels being proposed for development required to be installed to satisfy the intent of this Agreement. GIL or Laman's shall include these improvements into its site plan prior to its approval. As part of the process, the City shall provide specifications for any utility improvements or relocations that are necessary to accommodate the "Sidewalk & Landscaping Improvements" to be installed within the Plant Street right-of-way, if any. Thereafter, the hardscape (sidewalks) and landscaping contained within the Plant Street right-of-way and related utility relocations incorporated into the aforementioned site plans will be installed by GIL/Laman during the construction of building(s) and site improvements and prior to issuance of a certificate of occupancy. Prior to commencement of the site work, GIL or Laman will provide the City with a cost estimate for such sidewalk and landscaping and related utility relocations for review and approval ("Cost Estimate"). The City will reimburse GIL/Laman for sidewalk and landscaping contained within the Plant Street right-of-way incorporated into the site plan and any right-of-way utility relocations required by the City related to the sidewalk and landscaping installation, within 30 days of submission to the City of contract(s), invoices, payment applications, and receipts documenting said reasonable expenses actually incurred; the maximum reimbursement amount shall be no more than one-hundred and twenty percent (120%) of the agreed

upon Cost Estimate.

5. Remedy for default. The parties agree and understand that should City fail to install sidewalks and or landscaping as agreed within the time specified in this Agreement and GIL and Laman have fully complied with its obligations hereunder, GIL's and Laman's sole remedy shall be limited to instituting a suit demanding specific performance of non-monetary obligations without prior notice. Such action may be based on partial but incomplete performance of the City's material obligations set forth in this Agreement. Further, the parties acknowledge that the limitations period for commencing such specific performance action is tolled until October 1, 2028, but must be filed in Orange County Circuit Court no later than October 1, 2029 or else it is barred. Any claim for breach of monetary obligations under this Agreement shall be filed by the non-breaching party in a court of competent jurisdiction in Orange County within one-year from the date the breaching party fails to make the monetary payment required.

6. Responsibilities Satisfied. Except for the obligations specifically listed in this Agreement, the Parties agree that each party has fully satisfied, and each is released from all obligations under the Original Agreement.

7. Benefits Retained from Original Agreement. GIL was granted certain post-closing benefits under subparagraphs 10, 11, 14, and 15 of Section I. B of the 2008 Original Agreement. This Agreement specifically preserves the following post-closing benefits of the Original Agreement:

(a) Impact Fee/Water Connection Fee Credit:

1. As a credit for prior development that was demolished, on GIL Parcel A as defined by the Original Agreement, all City-imposed impact fees, except sewer impact fees, for the first 4,160 square feet [in total, not per parcel] of commercial space on the Remaining Property as defined by the Original Agreement shall be waived.
2. As a credit for demolished development on the GIL Parcel A as defined by the Original Agreement, the City will waive the water connection fee for one, 1-inch water meter to serve the first 4,160 square feet [in total, not per parcel] of commercial space on the Remaining Property as defined by the Original Agreement.

(b) Transportation Concurrency:

1. The City has issued a Transportation Concurrency Letter (TCL) and the parties acknowledge and agree that the Remaining Properties as defined in the Original Agreement are deemed "transportation concurrent." Consequently, said properties have

perpetual rights to develop regardless of transportation capacity issues.

(c) Subject to compliance with site plan requirements, stormwater permitting restrictions and SJRWMD requirements, the properties listed below can be developed under the following conditions:

1. 111 11th St Winter Garden (PID 13-22-27-0000-00-045)

Impervious area ratio (without creating onsite retention area)- 70%.
With a rezoning to CAPUD pursuant to the City Code maximum impervious ratio 80% by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

2. 1114-1130 E. Plant St. Winter Garden (PID 13-22-27-0000-00-036)

Existing Impervious area (square footage) is allowed to remain as currently built (without creating onsite retention area). With an approved site plan pursuant to the City Code, the maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area, in excess of the existing as-built conditions provided the requirements of SJRWMD are met.

3. 1132-1138 E. Plant St. Winter Garden (PID 13-22-27-0000-00-059)

Existing Impervious area (square footage) is allowed to remain as currently built (without creating onsite retention area). With an approved site plan pursuant to the City Code, the maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area, in excess of the existing as-built conditions provided the requirements of SJRWMD are met.

4. 1140 E. Plant St. Winter Garden (PID 13-22-27-0000-00-044)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

5. 1142 E. Plant St. Winter Garden (PID 13-22-27-0000-00-060)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

6. 1144 E. Plant St. Winter Garden (PID 13-22-27-0000-00-061)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

7. 1150 E. Plant St. Winter Garden (PID 13-22-27-0000-00-042)

Existing impervious area is allowed to remain as currently constructed.

8. Satisfaction of Requirements. Except for the obligations specifically listed in this Agreement, the Parties agree that the City has fully satisfied and is released from all of the City's obligations under Original Agreement, including those that were required to be performed prior to or on Closing, and for all the post-closing obligations. Without limiting the foregoing, the post-closing obligations of the City specifically satisfied and released herein, include the extended possession provisions, the Option concerning the Option Property, and the improvements required to be made by the City during construction of the Plant Street improvements. GIL and Laman agree that the City does not owe GIL and Laman any money arising from or related to the Original Agreement. Nothing in this Agreement alters or amends the Stormwater Pond Drainage Easement Agreement recorded on January 13, 2009 at Official Records Book 9814, Page 6352, Public Records of Orange County, Florida.

9. Each party bearing its own attorney's fees and costs. Each party agrees to bear its own attorneys' fees and costs and shall not seek reimbursement from any other party in this cause.

10. Order of Dismissal with prejudice against CITY. The Parties agree that within five (5) business days of the Effective Date of this Agreement, the Parties will cause to be executed a Joint Stipulation for Dismissal with Prejudice of all claims in the Litigation with the Parties bearing their own attorneys' fees and costs.

11. Plaintiff's Releasees. For the purpose of this Agreement, the term "Plaintiff's Releasees" shall mean GIL, INC. and Laman, and its successors in interest, its attorneys as well as all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

12. CITY's Releasees. For the purpose of this Agreement, the term "Defendants' Releasees" shall mean CITY OF WINTER GARDEN, its present and former officials, employees, respective attorneys, consultants, successors and assigns.

13. GIL's Release of CITY. Unless otherwise stated herein, Plaintiff's Releasees fully and forever, irrevocably and unconditionally release, remise, discharge and acquit Defendant and Defendant's Releasees from any and all claims raised in the Litigation.

14. CITY's Release of GIL. Unless otherwise stated herein, CITY's Releasees fully and forever, irrevocably and unconditionally release, remise, discharge and acquit GIL and GIL's Releasees from any and all claims raised in the Litigation.

15. Counterpart Execution and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument; any of the Parties hereto may execute this Agreement by signing any such counterpart or counterparts. The parties agree that electronic signatures are acceptable as long as an authentication page is attached. Facsimile and electronic copies shall be deemed originals for all purposes, including enforcement. The person signing for each party affirmatively represents that he or she holds the authority to sign on behalf of the corporate entity he or she is signing for and acknowledges that each party to this agreement is relying on said representation.

16. Section Headings. The section headings used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements or representations herein set forth, or limit the provisions or scope of any section herein.

17. Modification. No modification of this Agreement shall be valid or effective unless it is in writing and signed by all Parties. This Agreement supersedes any and all prior oral and written agreements and understandings.

18. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any

person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. Successors and Assigns. This Agreement shall be binding on the successors and assigns of each Party, including any subsequent owner of the subject East Plant Street parcels.

20. Choice of Law. The validity, construction, enforcement, and interpretation of this Agreement shall be governed by the laws of the State of Florida.

21. Prevailing Party. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs, both at trial and through all appeals, from the non-prevailing party.

22. No Waiver. No delay or omission by either Party to exercise any right under this Agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. No waiver, consent, or approval under this Agreement shall be effective unless it is in writing. The Parties represent and warrant that they own and have not assigned, sold or factored, in whole or in part, any claims, causes of action, or any other similar rights or interest related to those released herein.

23. Fully Read and Understood. The Parties hereby declare that the terms of this Agreement have been completely read, fully understood and voluntarily accepted by them, that they have had an opportunity to review the terms hereof with their respective legal, financial and tax advisors, that they have been provided the opportunity to review such information as they deem necessary, that they, together with their advisors, have made the decision to enter into this Agreement in reliance upon their own (or their advisors') review, independent investigation and inquiry.

24. Cooperation. The Parties will sign and deliver to the other Parties such further instruments, contracts, forms and other documents and will perform such further acts as may be necessary or desirable to carry out, complete and perform all the Parties' covenants and obligations pursuant to this Agreement.

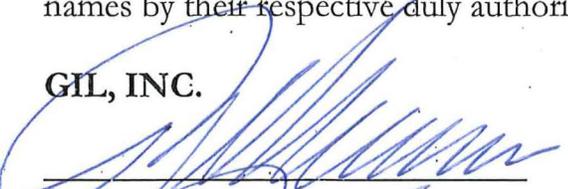
25. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements,

understandings and arrangements, both oral and written, between the Parties with respect thereto.

26. Joint Drafting. The Parties acknowledge this Agreement is the product of joint drafting efforts and shall not be construed against any one Party as the drafter.

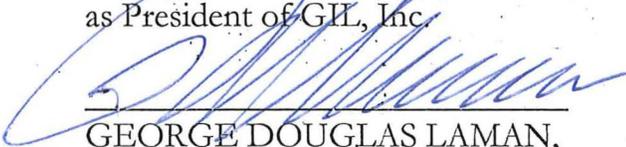
WHEREFORE the Parties hereto have caused this Agreement to be executed in their names by their respective duly authorized officers as of the date below written.

GIL, INC.



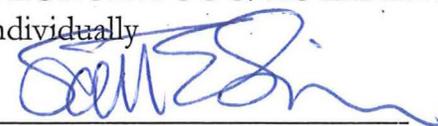
GEORGE DOUGLAS LAMAN
as President of GIL, Inc.

on 11/21/24.



GEORGE DOUGLAS LAMAN,
individually

on 11/21/24.



SCOTT E. SIVERSON, ESQ.
Siverson Law Firm PLLC
1150 E. Plant Street, Suite E, Winter Garden, FL 34787
office@siversonlaw.com
Attorney for GIL, Inc. and Laman

on 11/21/24.

CITY OF WINTER GARDEN

JON C. WILLIAMS
City Manager, City of Winter Garden

on _____.

DANIEL LANGLEY, ESQ.
Fishback Dominick LLP
1947 Lee Road, Winter Park, FL 32789
dlangley@fishbacklaw.com
Attorney for City of Winter Garden

on _____.

This Instrument Prepared By and Return to:
Stephen L. Skipper, Attorney at Law
7491 Conroy Windermere Road, Suite G, Orlando, FL 32835
Phone (407) 521-0870
Our File #:

EXHIBIT A TO SETTLEMENT
AGREEMENT

Special Warranty Deed

Witnesseth, effective this the ____ day of November, 2024

G I L Inc., a Florida corporation
whose mailing address is 1150 East Plant Street, Winter Garden, FL 34787 (herein called "Grantor"),
hereby grants, bargains, sells and conveys unto

The City of Winter Garden, a Florida municipal corporation
whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 (herein called "Grantee").

its successors and assigns forever, (herein called "grantee") for and in consideration of the sum of Ten Dollars and other valuable consideration, to in hand paid to grantor by grantee, receipt whereof is hereby acknowledged by grantor, the following described land, situated and being in ORANGE County, Florida, to-wit:

See Legal Descriptions attached hereto as Exhibit "A"

To Have and To Hold the same unto the grantee, grantee's heirs and assigns forever, in fee simple.

Grantor hereby covenants with grantee that, at the time of the delivery of this deed, grantor is well seized of the real property described above; that grantor has the full right and authority to convey the real property described above to grantee; that grantor shall do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances, as may be required to properly convey the property; grantor hereby warrants to defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under grantor, but against none other; and that at the time of the delivery of this deed the property is free from all encumbrances, Except all easements, reservations and restrictions of record, if any, however this reference shall not operate to reimpose same, and all real property taxes for the current year.

In Witness Whereof, grantor has hereunto set his hand effective on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness One - Signature

Print Name: Gay Caraballo

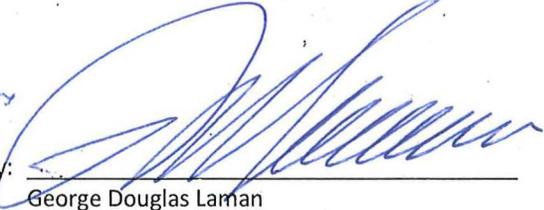
Print Mailing Address: 13207 W Colonial Dr
Winter Garden FL 34787

Witness Two - Signature

Print Name: Jaden Santiago

Print Mailing Address: 13207 W Colonial Dr
Winter Garden FL 34787

G I L Inc., a Florida corporation

By: 
George Douglas Laman
as President

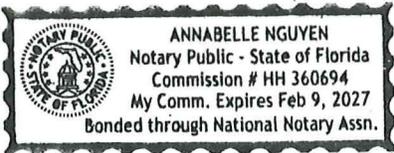
Note: Attorney General's opinion 1975 Fla. AG LEXIS 402, Op. Att'y Gen. Fla. 1975-206 found Documentary stamp taxes are required upon documents within the taxing purview of Ch. 201, F. S., even though one of the parties is a municipality.

Note: The consideration for this conveyance is the settlement of one or more enforcement claims initiated by Grantee against Grantor valued at \$ 10.00 by the parties hereto.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this the 21 day of November, 2024, by means of physical presence or online notarization, by by George Douglas Laman, as President of G I L Inc., a Florida corporation, on behalf thereof, who is personally known to me or who has produced as identification FL Driver License and who did not take an oath.

(stamp notary seal)





Notary Public
Print Name: Annabelle Nguyen

Legal Description

Exhibit "A"

Parcel A:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S20°28'46"E, A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF N69°44'10"E AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'22", A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9250.00 FEET, WITH A CHORD BEARING OF N70°22'37"E AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'29"E, A DISTANCE OF 98.17 FEET; THENCE S20°29'01"E, A DISTANCE OF 3.00 FEET TO A LINE LYING 3.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9253.00 FEET, WITH A CHORD BEARING OF S70°22'37"W AND A CHORD DISTANCE OF 98.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 00°36'29", A DISTANCE OF 98.20 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9147.00 FEET, WITH A CHORD BEARING OF S69°44'10"W AND A CHORD DISTANCE OF 301.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'23", A DISTANCE OF 301.68 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE S20°28'46"E, ALONG SAID EAST LINE, A DISTANCE OF 4.46 FEET TO A POINT ON A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE S68°10'07"W, ALONG SAID PARALLEL LINE A DISTANCE OF 99.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET, WITH A CHORD BEARING OF S34°07'50"W AND A CHORD DISTANCE OF 75.01 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°04'35"W, A DISTANCE OF 79.61 FEET; THENCE N89°54'28"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-045

Street Address: 111 11th St, Winter Garden, FL 34787

Parcel ID No. 13-22-27-0000-00-036

Street Address: 1114-1130E Plat St, Winter Garden, FL 34787

Parcel ID No 13-22-27-0000-00-059

Street Address" 1132-1138 E. Plant St. Winter Garden 34787

Parcel B:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST

RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF $68^{\circ}04'35''$, A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE $N68^{\circ}10'07''E$ ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; (1) $S20^{\circ}28'46''E$; A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF $N69^{\circ}44'10''E$ AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}53'22''$, A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9250.00 FEET, WITH A CHORD BEARING OF $N70^{\circ}22'37''E$ AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}36'29''E$, A DISTANCE OF 98.17 FEET; (4) $N69^{\circ}36'39''E$, A DISTANCE OF 146.28 FEET FOR A POINT OF BEGINNING; (5) $N69^{\circ}36'38''E$, A DISTANCE OF 4.06 FEET; (6) $S21^{\circ}50'25''E$, A DISTANCE OF 1.29 FEET; (7) $N68^{\circ}12'42''E$, A DISTANCE OF 200.00 FEET; THENCE $S21^{\circ}49'53''E$, A DISTANCE OF 8.00 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE $S68^{\circ}12'42''W$, ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET; THENCE $N21^{\circ}50'25''W$, A DISTANCE OF 1.29 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND RUNNING PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE $S69^{\circ}36'38''W$, ALONG SAID PARALLEL LINE, A DISTANCE OF 4.06 FEET; THENCE $N21^{\circ}50'25''W$, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-060

Street Address: 1142 E. Plant St. Winter Garden (PID 13-22-27-0000-00-060)

Parcel ID No. 13-22-27-0000-00-061

Street Address: 1144 E. Plant St. Winter Garden

Parcel C:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE $N89^{\circ}59'59''E$, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE $N00^{\circ}05'32''E$, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE $N00^{\circ}05'32''E$, ALONG SAID

EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE N68°09'33"E, ALONG SAID FORMER SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 970.77 FEET; THENCE S21°50'25"E, A DISTANCE OF 18.07 FEET TO SAID SOUTH RIGHT-OF-WAY LINE FOR A POINT OF BEGINNING; THENCE N68°18'53"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 127.93 FEET; THENCE S03°35'15"E, A DISTANCE OF 8.42 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND RUNNING PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE S68°18'53"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.32 FEET; THENCE N21°50'25"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-042

Street Address: 1150 E. Plant St. Winter Garden



SKETCH OF DESCRIPTION

SHEET 1 OF 3

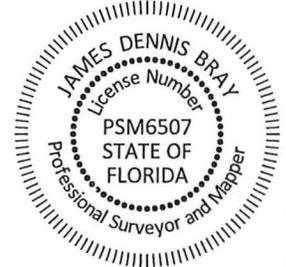
EXHIBIT C TO SETTLEMENT
AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S20°28'46"E, A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF N69°44'10"E AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'22", A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9253.00 FEET, WITH A CHORD BEARING OF N70°22'37"E AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'29"E, A DISTANCE OF 98.17 FEET; THENCE S20°29'01"E, A DISTANCE OF 3.00 FEET TO A LINE LYING 3.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9253.00 FEET, WITH A CHORD BEARING OF S70°22'37"W AND A CHORD DISTANCE OF 98.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 00°36'29", A DISTANCE OF 98.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9147.00 FEET, WITH A CHORD BEARING OF S69°44'10"W AND A CHORD DISTANCE OF 301.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'23", A DISTANCE OF 301.68 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE S20°28'46"E, ALONG SAID EAST LINE, A DISTANCE OF 4.46 FEET TO A POINT ON A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE S68°10'07"W, ALONG SAID PARALLEL LINE A DISTANCE OF 99.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET, WITH A CHORD BEARING OF S34°07'50"W AND A CHORD DISTANCE OF 75.01 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°04'35"W, A DISTANCE OF 79.61 FEET; THENCE N89°54'28"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,669 SQUARE FEET OR 0.0613 ACRES MORE OR LESS.



JOB # 906321

CF # ORB-13-22-27

DATE: 07/03/2024

SCALE: 1" = 60'

DRAWN BY: DSK

CERTIFIED TO:

GIL INC.

LEGEND

CL	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

7/16/2024 - ADDRESS - JB

GENERAL NOTES:

1. Bearing structure is based on the monumented North line of the lands described in Official Records Book 4991, Page 1532, of the Public Records of Orange County, Florida, being: N68°10'07"E.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

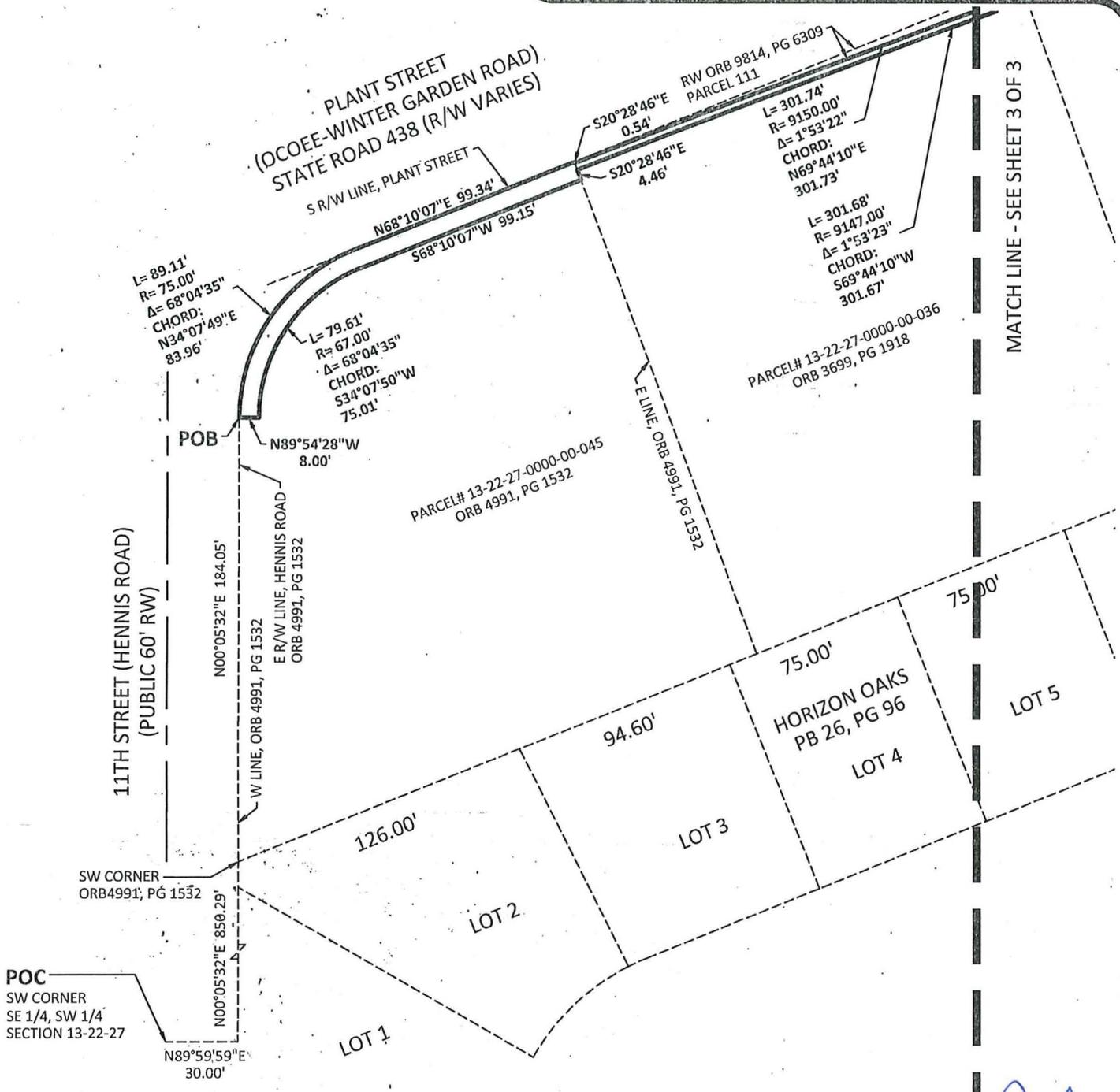
James D. Bray PSM 6507

SITE ADDRESS:

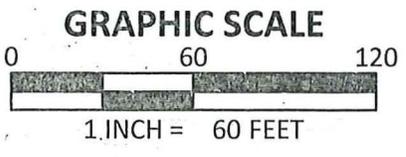
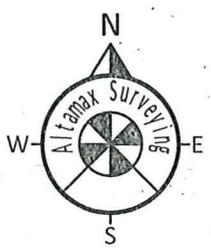
1114-1130 E Plant St
1132-1138 E Plant St
Winter Garden, FL 34787

SKETCH OF DESCRIPTION

SHEET 2 OF 3

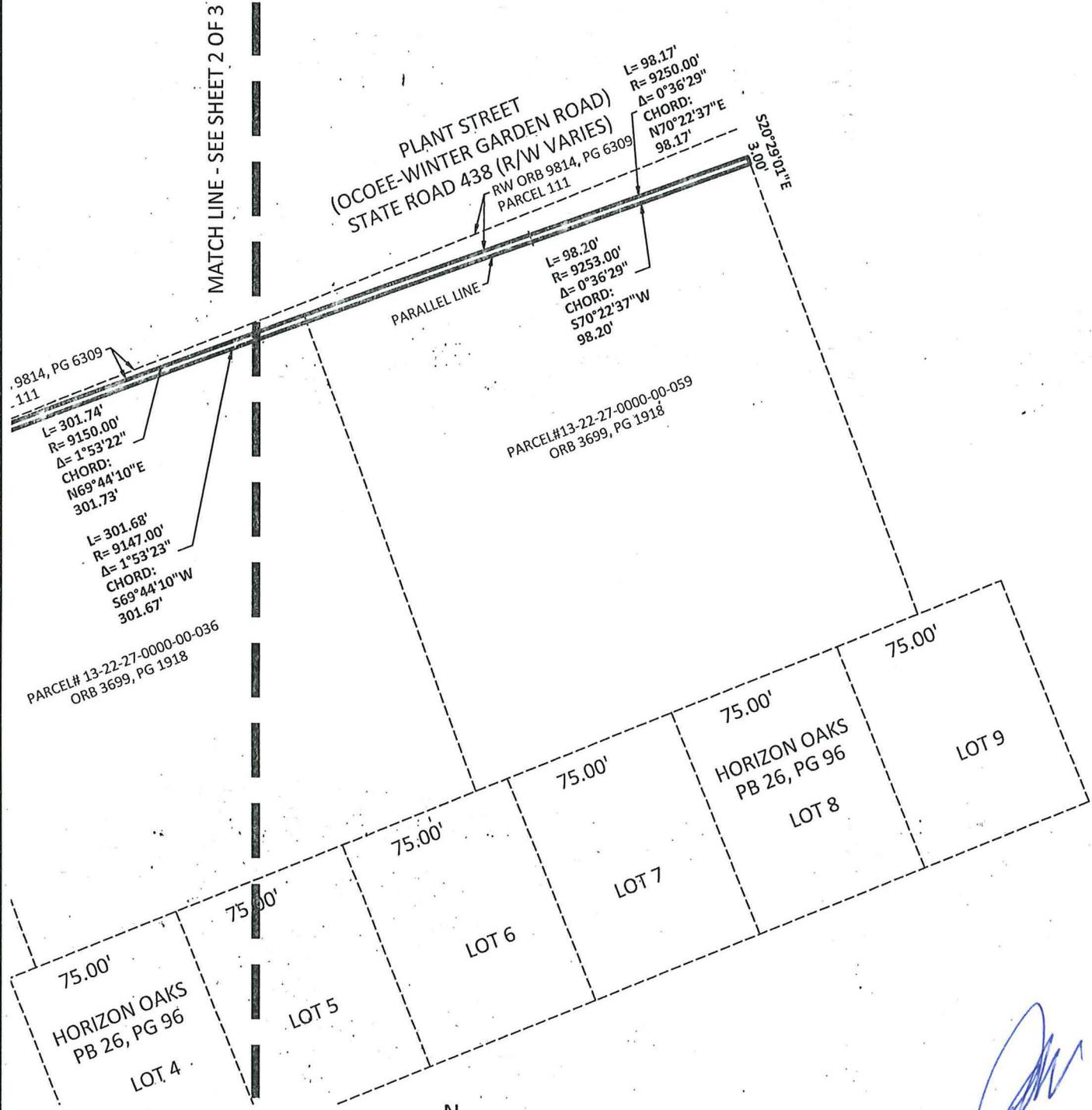


Altamax Surveying
 910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
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 www.altamaxsurveying.com

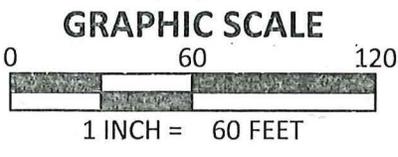
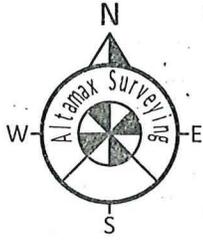


SKETCH OF DESCRIPTION

SHEET 3 OF 3



Altamax Surveying
 910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
 www.altamaxsurveying.com



SKETCH OF DESCRIPTION

SHEET 1 OF 2

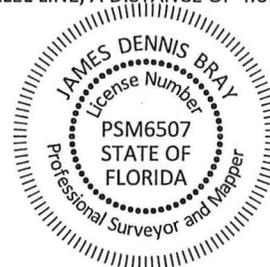
EXHIBIT E TO SETTLEMENT
AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINS 1,633 SQUARE FEET OR 0.0375 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND

CL - CENTERLINE
CM - CONCRETE MONUMENT
A - CENTRAL ANGLE
(D) - DESCRIBED
DB - DEED BOOK
DE - DRAINAGE EASEMENT
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(P) - PLAT
PB - PLAT BOOK
PG - PAGE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
R/W - RIGHT OF WAY
R - RADIUS
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- NUMBER

REVISIONS

7/16/2024 - ADDRESS - JB

GENERAL NOTES:

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- This Sketch of Description is not a Survey.
- This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

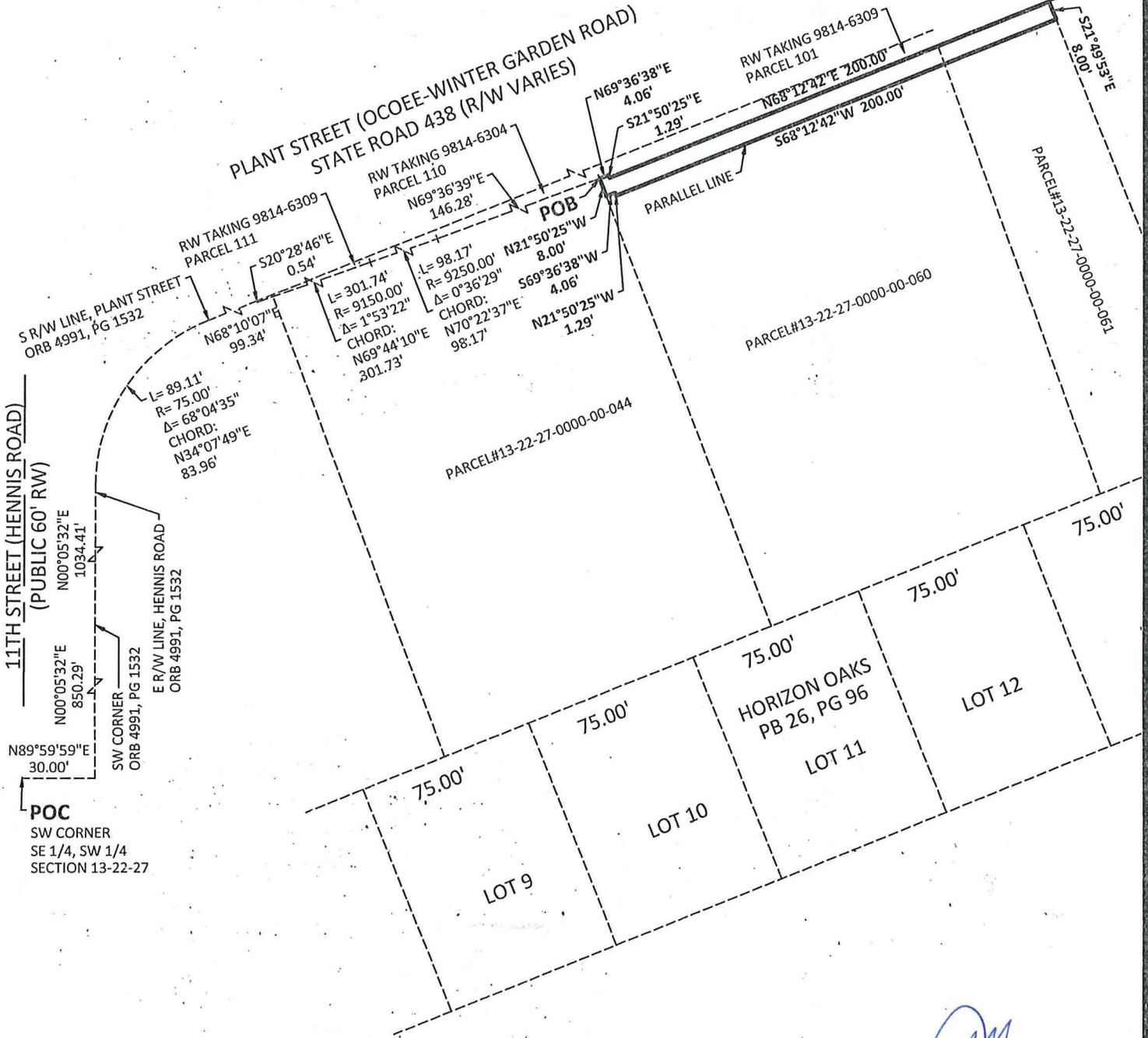
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

James D. Bray PSM 6507

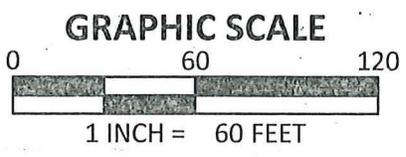
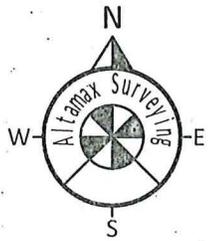
1142 & 1144 E Plant St
Winter Garden, FL 34787

SKETCH OF DESCRIPTION

SHEET 2 OF 2



Altamax Surveying
 910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
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SKETCH OF DESCRIPTION

SHEET 1 OF 2

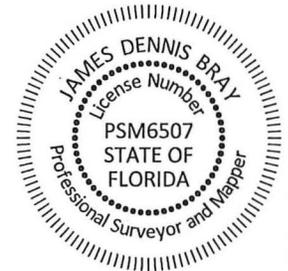
EXHIBIT F TO SETTLEMENT
AGREEMENT

LEGAL DESCRIPTION:

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CONTAINS 1,013 SQUARE FEET OR 0.0233 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND

C	- CENTERLINE
CM	- CONCRETE MONUMENT
A	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
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ESMT	- EASEMENT
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INST	- INSTRUMENT NUMBER
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ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS
7/16/2024 - ADDRESS - JB

GENERAL NOTES:

1. Bearing structure is based on the monumented North line of the lands described in Official Records Book 4991, Page 1532, of the Public Records of Orange County, Florida, being: N68°10'07"E.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
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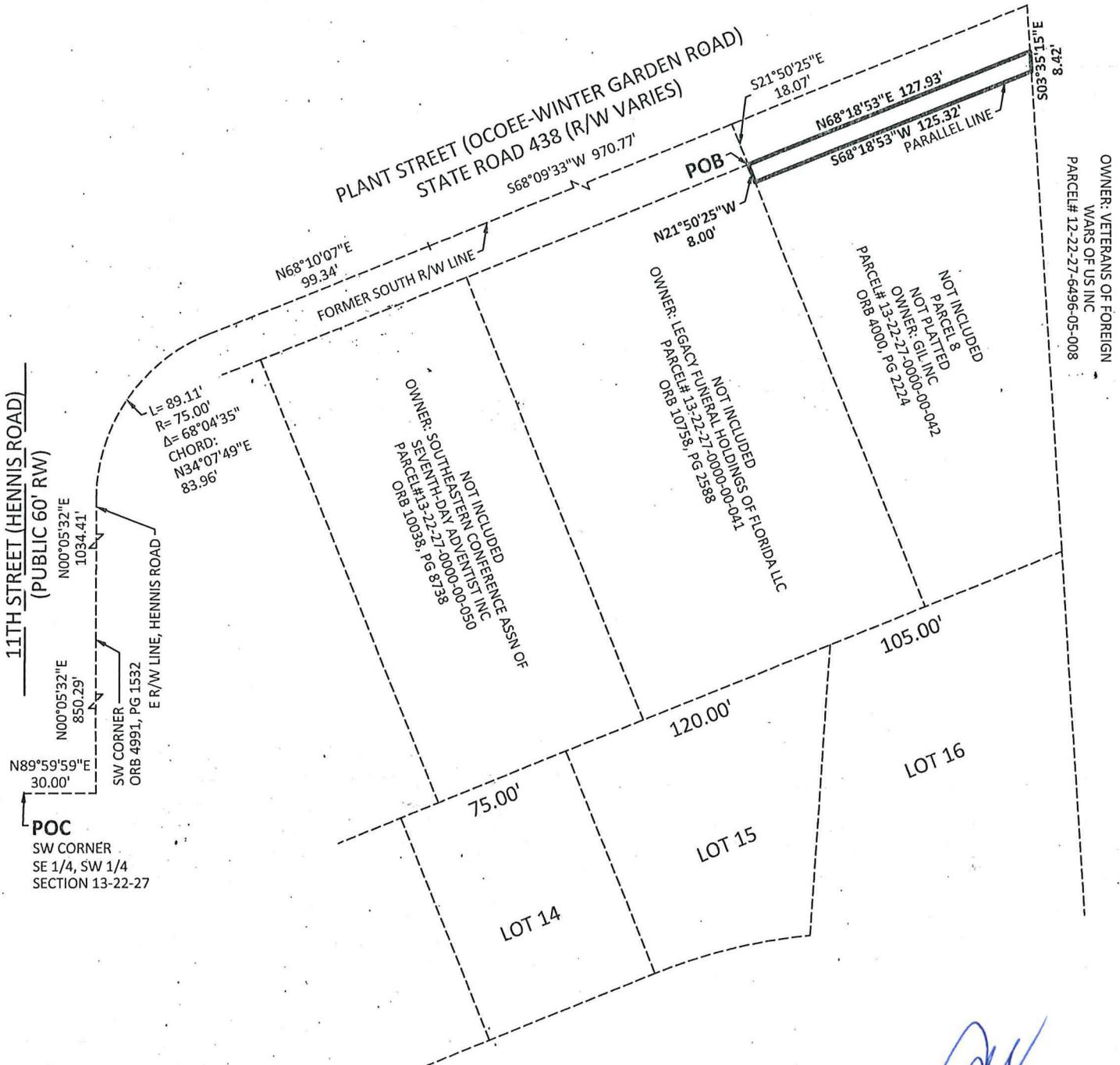
James D. Bray PSM 6507

SITE ADDRESS:

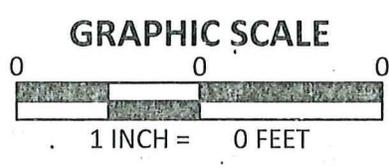
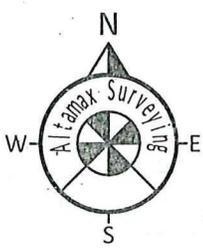
1150 E Plant St
Winter Garden, FL 34787

SKETCH OF DESCRIPTION

SHEET 2 OF 2



Altamax Surveying
 910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
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 www.altamaxsurveying.com



This Instrument Prepared By atfd Return to:
Stephen L. Skipper, Attorney at Law
7491 Conroy Windermere Road, Suite G, Orlando, FL 32835
Phone (407) 521-0870
Our File #:

EXHIBIT B TO SETTLEMENT
AGREEMENT

Special Warranty Deed

Witnesseth, effective this the ____ day of November, 2024

G. Douglas Laman, a married person
whose mailing address is 1150 East Plant Street, Winter Garden, FL 34787 (herein called "Grantor"),
hereby grants, bargains, sells and conveys unto

The City of Winter Garden, a Florida municipal corporation
whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 (herein called "Grantee").

its successors and assigns forever, (herein called "grantee") for and in consideration of the sum of Ten Dollars and other valuable consideration, to in hand paid to grantor by grantee, receipt whereof is hereby acknowledged by grantor, the following described land, situated and being in ORANGE County, Florida, to-wit:

See Legal Descriptions attached hereto as Exhibit "A"

To Have and To Hold the same unto the grantee, grantee's heirs and assigns forever, in fee simple.

Grantor hereby covenants with grantee that, at the time of the delivery of this deed, grantor is well seized of the real property described above; that grantor has the full right and authority to convey the real property described above to grantee; that grantor shall do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances, as may be required to properly convey the property; grantor hereby warrants to defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under grantor, but against none other; and that at the time of the delivery of this deed the property is free from all encumbrances, Except all easements, reservations and restrictions of record, if any, however this reference shall not operate to reimpose same, and all real property taxes for the current year.

In Witness Whereof, grantor has hereunto set his hand effective on the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness One - Signature

Print Name: Gary Coraballo

Print Mailing Address: 13207 w colonial dr
winter garden FL 34787



Witness Two - Signature

Print Name: Jaden Santiago

Print Mailing Address: 13207 W Colonial Dr
Winter Garden FL, 34787



G. Douglas Laman

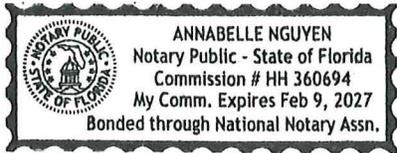
Note: Attorney General's opinion 1975 Fla. AG LEXIS 402, Op. Att'y Gen. Fla. 1975-206 found Documentary stamp taxes are required upon documents within the taxing purview of Ch. 201, F. S., even though one of the parties is a municipality.

Note: The consideration for this conveyance is the settlement of one or more enforcement claims initiated by Grantee against Grantor valued at \$ 10⁰⁰ by the parties hereto.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this the 21 day of November 2024, by means of physical presence or online notarization, by G. Douglas Laman, who is personally known to me or who has produced as identification FL Driver License and who did not take an oath.

(stamp notary seal)



ANN
Notary Public
Print Name: Annabelle Nguyen

Legal Description

Exhibit "A"

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Parcel ID No. 13-22-27-0000-00-044

Street Address: 1140 E. Plant St. Winter Garden

SKETCH OF DESCRIPTION

SHEET 1 OF 2

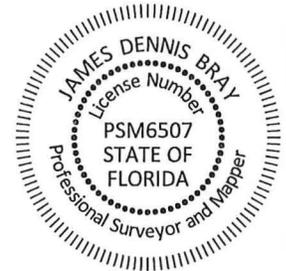
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CONTAINS 309 SQUARE FEET OR 0.0269 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND

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CM	- CONCRETE MONUMENT
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REVISIONS
7/16/2024 - ADDRESS - JB

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Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

James D. Bray PSM 6507


SITE ADDRESS:
1140 E Plant St
Winter Garden, FL 34787

Original #2

Return to Plaintiff

Copies of Deeds and Exhibits

Original GIL, Inc. signature

Original George D Laman signature

Original Scott Siverson Esq. signature

IN THE CIRCUIT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GIL, INC.,
Plaintiff,

UCN: 482018CA002744A0001OX

vs.

CITY OF WINTER
GARDEN,
Defendant.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made by and between Plaintiff, GIL, INC. (hereinafter "GIL") and Defendant, CITY OF WINTER GARDEN; a Florida municipal corporation ("City");

WHEREAS, GIL and the City are sometimes herein jointly referred to as the "Parties" where appropriate; and

WHEREAS, on December 11, 2008 the City, GIL and G. Douglas Laman ("Laman") entered into a written contract entitled "Agreement of Acquisition of Property" (hereinafter "Original Agreement") concerning the CITY's acquisition of right-of-way parcels from GIL and Laman; and

WHEREAS, the Original Agreement required the City to construct sidewalks and install landscaping within the right-of-way adjacent to the Remaining Property (as defined by the Original Agreement) on the south side of Plant Street that were developed as of the effective date of the Original Agreement in order to screen parking areas of the existing buildings that will remain ("Sidewalk & Landscaping Obligation"); and

WHEREAS, the aforesaid Remaining Property subject to the Sidewalk & Landscaping Obligation that are still under GIL ownership are located at 1114-1130 E. Plant Street, 1132-1138 E. Plant Street and 1150 E. Plant Street, Winter Garden and have Orange County Tax Parcel Identification Numbers 13-22-27-0000-00-036, 13-22-27-0000-00-03-059, and 13-22-27-0000-00-042 ("GIL Developed Properties"); and

WHEREAS, a dispute arose between the Parties as to whether the City complied with the Sidewalk & Landscaping Obligation under the Original Agreement; and

WHEREAS, on March 15, 2018, GIL filed a three-count complaint against the City in *Gil, Inc. v. City of Winter Garden*, Orange County Circuit Court Case No. 48-2018-CA-002744A0001OX (the "Litigation"); and

WHEREAS, the Parties wish to amicably resolve the dispute between the Parties and the Litigation; and

WHEREAS, Laman owns that certain real property located at 1140 E. Plant Street, Winter Garden, having Orange County Tax Parcel Identification Number 13-22-27-0000-00-044 ("Laman Property"); and

WHEREAS, GIL also owns those certain undeveloped parcels of land located at 111 11th Street, 1142 E. Plant Street, and 1144 E. Plant Street, Winter Garden, having Orange County Tax Parcel Identification Numbers 13-22-27-0000-00-045, 13-22-27-0000-00-060 and 13-22-27-0000-00-061 ("GIL Vacant Property").

NOW THEREFORE, in consideration of the mutual releases, promises and benefits hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge that the above and foregoing recitals which apply to each of them are true and correct and are essential terms of this Agreement which are incorporated herein by this reference, except only that no admission against interest or liability is intended or made by this adoption by reference.

2. Public Sidewalk & Landscaping Right of Way.

A. Not later than forty-five(45) days after the execution of this Settlement Agreement, GIL will convey in fee simple, at no charge, to the City the Northern 8 feet of the GIL Properties specifically 111 11th Street and 1142, 1144 & 1150 E. Plant Street and the Northern 3' (three feet) of 1114-1138 E. Plant Street (form of special warranty deed attached as **Exhibit A**) by executing and delivering special warranty deeds to the City's attorney for recording in the public records of Orange County, Florida. At their expense, GIL and Laman are responsible for having a professional surveyor prepare sketch and legal descriptions for the deed of conveyances required by this Agreement. The City shall install the contemplated sidewalks as described herein as near the Southern edge of the existing or expanded right-of-way as is reasonably possible in the City's judgment.

B. No later than forty-five (45) days after the execution of this Settlement Agreement, Laman will convey in fee simple, at no charge, the Northern 8 feet of the Laman Properties specifically 1140 E Plant St (form of special warranty deed attached as **Exhibit B**) by executing and delivering special warranty deeds to the City's attorney for recording in the public records of Orange County, Florida.

C. GIL and or Laman shall pay for the costs of preparing and executing the aforementioned special warranty deeds and shall obtain and pay for professional surveyor's sketches and legal descriptions for the land to be conveyed to the City. Pursuant to general law, GIL and Laman will be responsible for paying ad valorem taxes on the land conveyed to the City up to the date of conveyance. The City will pay the costs for recording the special warranty deeds in the public records of Orange County. The lands conveyed by GIL and Laman to the City must be free and clear of all mortgages and monetary liens and any encumbrances that would not permit use of the lands for public sidewalk and landscaping purposes, and evidence of the same must be provided to the City when the special warranty deeds are delivered to the City attorney. The aforementioned sketches and legal descriptions are attached as **Exhibits C through F**.

D. GIL and Laman are voluntarily conveying the lands set forth herein to the City, and there has been no threat of condemnation by the City related thereto. GIL and Laman shall receive no impact fee credits or any other compensation for the conveyances of land required under this Agreement.

3. Landscaping & Sidewalks. On or before October 1, 2028 ("Completion Date"), the City will design and install improvements, within the existing or newly expanded public right-of-way, consisting of landscaping and sidewalks of varying widths up to fourteen (14') feet on the south side of East Plant Street on the segment between 11th Street and S.W. Crown Point Road ("Landscaping & Sidewalk Improvements"). Specifically, the Landscaping & Sidewalk Improvements shall consist of (i) knee walls adjacent to existing off-street vehicle parking surfaces located at 1114-1130 and 1132-1138 E. Plant St.; the City may add additional knee walls at its sole discretion; (ii) sidewalks generally adjacent to the southern and (iii) landscaping adjacent to the traffic lanes on E. Plant St. The width of the sidewalk and landscape areas will vary in the City's discretion. The Landscaping & Sidewalk Improvements the City installs are intended to meet the City's uniform vision of the East Plant Street Character Area, but the actual design remains in the City's sole discretion.

Within a reasonable time after completion of the preliminary and final design plans the City shall provide copies to GIL and Laman for informational purposes only, but failure to do so is not a material breach of this Agreement. New or redevelopment of GIL or Laman's properties shall take the existing Plant Street curb cuts and landscaping and sidewalk designs into consideration when preparing site plan and building construction drawings. When installing the Landscaping & Sidewalk Improvements, the City shall take into consideration the existing conditions, including the existing Plant Street curb cuts.

The contemplated sidewalk as described herein and knee walls will not encroach into the surface area of parking pavement, unless the property owners specifically allow the improvements to eliminate parking surfaces, provided however, the footers of the knee walls may be located under the parking pavement. For no charge, GIL and Laman will grant the City and its contractors a right-of-entry for purposes of harmonizing the sidewalk and knee walls with improvements of their respective properties.

4. Development of GIL or Laman properties prior to Landscaping and Sidewalk Improvements being installed. GIL and Laman shall not submit any development plans to construct new commercial buildings on vacant properties that front E. Plant Street owned by GIL and Laman for 12 months after the effective date of this Agreement. With respect to existing developed properties, GIL/Laman may submit rezoning requests, development plans for site improvements, façade enhancements, building expansions or signs that will not affect the public right-of-way, driveways, and Landscaping & Sidewalk Improvements contemplated herein. GIL/Laman may make site, sign, and façade improvements that will not affect the public right of way, driveways, and Landscaping & Sidewalk Improvements, subject to the issuance of all necessary approvals and permits.

If after 12 months from the effective date of this Agreement, GIL or Laman submits a site plans for building approval prior to the City installing the Landscaping and Sidewalk Improvements, during the site plan review and approval process, the City shall design the necessary "Sidewalk & Landscaping Improvements" within the expanded Plant Street right-of-way adjacent to such parcels being proposed for development required to be installed to satisfy the intent of this Agreement. GIL or Laman's shall include these improvements into its site plan prior to its approval. As part of the process, the City shall provide specifications for any utility improvements or relocations that are necessary to accommodate the "Sidewalk & Landscaping Improvements" to be installed within the Plant Street right-of-way, if any. Thereafter, the hardscape (sidewalks) and landscaping contained within the Plant Street right-of-way and related utility relocations incorporated into the aforementioned site plans will be installed by GIL/Laman during the construction of building(s) and site improvements and prior to issuance of a certificate of occupancy. Prior to commencement of the site work, GIL or Laman will provide the City with a cost estimate for such sidewalk and landscaping and related utility relocations for review and approval ("Cost Estimate"). The City will reimburse GIL/Laman for sidewalk and landscaping contained within the Plant Street right-of-way incorporated into the site plan and any right-of-way utility relocations required by the City related to the sidewalk and landscaping installation, within 30 days of submission to the City of contract(s), invoices, payment applications, and receipts documenting said reasonable expenses actually incurred; the maximum reimbursement amount shall be no more than one-hundred and twenty percent (120%) of the agreed

upon Cost Estimate.

5. Remedy for default. The parties agree and understand that should City fail to install sidewalks and or landscaping as agreed within the time specified in this Agreement and GIL and Laman have fully complied with its obligations hereunder, GIL's and Laman's sole remedy shall be limited to instituting a suit demanding specific performance of non-monetary obligations without prior notice. Such action may be based on partial but incomplete performance of the City's material obligations set forth in this Agreement. Further, the parties acknowledge that the limitations period for commencing such specific performance action is tolled until October 1, 2028, but must be filed in Orange County Circuit Court no later than October 1, 2029 or else it is barred. Any claim for breach of monetary obligations under this Agreement shall be filed by the non-breaching party in a court of competent jurisdiction in Orange County within one-year from the date the breaching party fails to make the monetary payment required.

6. Responsibilities Satisfied. Except for the obligations specifically listed in this Agreement, the Parties agree that each party has fully satisfied, and each is released from all obligations under the Original Agreement:

7. Benefits Retained from Original Agreement. GIL was granted certain post-closing benefits under subparagraphs 10, 11, 14, and 15 of Section I. B of the 2008 Original Agreement. This Agreement specifically preserves the following post-closing benefits of the Original Agreement:

(a) Impact Fee/Water Connection Fee Credit:

1. As a credit for prior development that was demolished, on GIL Parcel A as defined by the Original Agreement, all City-imposed impact fees, except sewer impact fees, for the first 4,160 square feet [in total, not per parcel] of commercial space on the Remaining Property as defined by the Original Agreement shall be waived.
2. As a credit for demolished development on the GIL Parcel A as defined by the Original Agreement, the City will waive the water connection fee for one, 1-inch water meter to serve the first 4,160 square feet [in total, not per parcel] of commercial space on the Remaining Property as defined by the Original Agreement.

(b) Transportation Concurrency:

1. The City has issued a Transportation Concurrency Letter (TCL) and the parties acknowledge and agree that the Remaining Properties as defined in the Original Agreement are deemed "transportation concurrent." Consequently, said properties have

perpetual rights to develop regardless of transportation capacity issues.

(c) Subject to compliance with site plan requirements, stormwater permitting restrictions and SJRWMD requirements, the properties listed below can be developed under the following conditions:

1. 111 11th St Winter Garden (PID 13-22-27-0000-00-045)

Impervious area ratio (without creating onsite retention area)- 70%.
With a rezoning to CAPUD pursuant to the City Code maximum impervious ratio 80% by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

2. 1114-1130 E. Plant St. Winter Garden (PID 13-22-27-0000-00-036)

Existing Impervious area (square footage) is allowed to remain as currently built (without creating onsite retention area). With an approved site plan pursuant to the City Code, the maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area, in excess of the existing as-built conditions provided the requirements of SJRWMD are met.

3. 1132-1138 E. Plant St. Winter Garden (PID 13-22-27-0000-00-059)

Existing Impervious area (square footage) is allowed to remain as currently built (without creating onsite retention area). With an approved site plan pursuant to the City Code, the maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area, in excess of the existing as-built conditions provided the requirements of SJRWMD are met.

4. 1140 E. Plant St. Winter Garden (PID 13-22-27-0000-00-044)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

5. 1142 E. Plant St. Winter Garden (PID 13-22-27-0000-00-060)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

6. 1144 E. Plant St. Winter Garden (PID 13-22-27-0000-00-061)

70% Impervious area ratio (without creating onsite retention area) With a rezoning to CAPUD pursuant to the City Code and redevelopment of the site, maximum impervious ratio of 80% will be allowed by creating onsite storage and treatment for runoff created by impervious area over 70% provided the requirements of SJRWMD are met.

7. 1150 E. Plant St. Winter Garden (PID 13-22-27-0000-00-042)

Existing impervious area is allowed to remain as currently constructed.

8. Satisfaction of Requirements. Except for the obligations specifically listed in this Agreement, the Parties agree that the City has fully satisfied and is released from all of the City's obligations under Original Agreement, including those that were required to be performed prior to or on Closing, and for all the post-closing obligations. Without limiting the foregoing, the post-closing obligations of the City specifically satisfied and released herein, include the extended possession provisions, the Option concerning the Option Property, and the improvements required to be made by the City during construction of the Plant Street improvements. GIL and Laman agree that the City does not owe GIL and Laman any money arising from or related to the Original Agreement. Nothing in this Agreement alters or amends the Stormwater Pond Drainage Easement Agreement recorded on January 13, 2009 at Official Records Book 9814, Page 6352, Public Records of Orange County, Florida.

9. Each party bearing its own attorney's fees and costs. Each party agrees to bear its own attorneys' fees and costs and shall not seek reimbursement from any other party in this cause.

10. Order of Dismissal with prejudice against CITY. The Parties agree that within five (5) business days of the Effective Date of this Agreement, the Parties will cause to be executed a Joint Stipulation for Dismissal with Prejudice of all claims in the Litigation with the Parties bearing their own attorneys' fees and costs.

11. Plaintiff's Releasees. For the purpose of this Agreement, the term "Plaintiff's Releasees" shall mean GIL, INC. and Laman, and its successors in interest, its attorneys as well as all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

12. CITY's Releasees. For the purpose of this Agreement, the term "Defendants' Releasees" shall mean CITY OF WINTER GARDEN, its present and former officials, employees, respective attorneys, consultants, successors and assigns.

13. GIL's Release of CITY. Unless otherwise stated herein, Plaintiff's Releasees fully and forever, irrevocably and unconditionally release, remise, discharge and acquit Defendant and Defendant's Releasees from any and all claims raised in the Litigation.

14. CITY's Release of GIL. Unless otherwise stated herein, CITY's Releasees fully and forever, irrevocably and unconditionally release, remise, discharge and acquit GIL and GIL's Releasees from any and all claims raised in the Litigation.

15. Counterpart Execution and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument; any of the Parties hereto may execute this Agreement by signing any such counterpart or counterparts. The parties agree that electronic signatures are acceptable as long as an authentication page is attached. Facsimile and electronic copies shall be deemed originals for all purposes, including enforcement. The person signing for each party affirmatively represents that he or she holds the authority to sign on behalf of the corporate entity he or she is signing for and acknowledges that each party to this agreement is relying on said representation.

16. Section Headings. The section headings used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements or representations herein set forth, or limit the provisions or scope of any section herein.

17. Modification. No modification of this Agreement shall be valid or effective unless it is in writing and signed by all Parties. This Agreement supersedes any and all prior oral and written agreements and understandings.

18. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any

person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. Successors and Assigns. This Agreement shall be binding on the successors and assigns of each Party, including any subsequent owner of the subject East Plant Street parcels.

20. Choice of Law. The validity, construction, enforcement, and interpretation of this Agreement shall be governed by the laws of the State of Florida.

21. Prevailing Party. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs, both at trial and through all appeals, from the non-prevailing party.

22. No Waiver. No delay or omission by either Party to exercise any right under this Agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. No waiver, consent, or approval under this Agreement shall be effective unless it is in writing. The Parties represent and warrant that they own and have not assigned, sold or factored, in whole or in part, any claims, causes of action, or any other similar rights or interest related to those released herein.

23. Fully Read and Understood. The Parties hereby declare that the terms of this Agreement have been completely read, fully understood and voluntarily accepted by them, that they have had an opportunity to review the terms hereof with their respective legal, financial and tax advisors, that they have been provided the opportunity to review such information as they deem necessary, that they, together with their advisors, have made the decision to enter into this Agreement in reliance upon their own (or their advisors') review, independent investigation and inquiry.

24. Cooperation. The Parties will sign and deliver to the other Parties such further instruments, contracts, forms and other documents and will perform such further acts as may be necessary or desirable to carry out, complete and perform all the Parties' covenants and obligations pursuant to this Agreement.

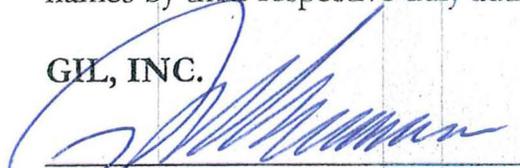
25. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements,

understandings and arrangements, both oral and written, between the Parties with respect thereto.

26. Joint Drafting. The Parties acknowledge this Agreement is the product of joint drafting efforts and shall not be construed against any one Party as the drafter.

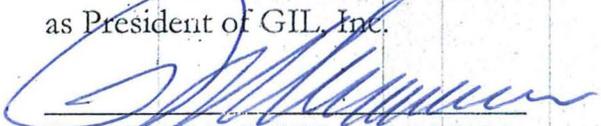
WHEREFORE the Parties hereto have caused this Agreement to be executed in their names by their respective duly authorized officers as of the date below written.

GIL, INC.



GEORGE DOUGLAS LAMAN
as President of GIL, Inc.

on 11/21/24.



GEORGE DOUGLAS LAMAN,
individually

on 11/21/24.



SCOTT E. SIVERSON, ESQ.
Siverson Law Firm PLLC
1150 E. Plant Street, Suite E, Winter Garden, FL 34787
office@siversonlaw.com
Attorney for GIL, Inc. and Laman

on 11/21/24.

CITY OF WINTER GARDEN

JON C. WILLIAMS
City Manager, City of Winter Garden

on _____

DANIEL LANGLEY, ESQ.
Fishback Dominick LLP
1947 Lee Road, Winter Park, FL 32789
dlangley@fishbacklaw.com
Attorney for City of Winter Garden

on _____

This Instrument Prepared By and Return to:
Stephen L. Skipper, Attorney at Law
7491 Conroy Windermere Road, Suite G, Orlando, FL 32835
Phone (407) 521-0870
Our File #:

EXHIBIT A TO SETTLEMENT
AGREEMENT

COPY

Special Warranty Deed

Witnesseth, effective this the ____ day of November, 2024

G I L Inc., a Florida corporation
whose mailing address is 1150 East Plant Street, Winter Garden, FL 34787 (herein called "Grantor"),
hereby grants, bargains, sells and conveys unto

The City of Winter Garden, a Florida municipal corporation
whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 (herein called "Grantee").

its successors and assigns forever, (herein called "grantee") for and in consideration of the sum of Ten Dollars and other valuable consideration, to in hand paid to grantor by grantee, receipt whereof is hereby acknowledged by grantor, the following described land, situated and being in ORANGE County, Florida, to-wit:

See Legal Descriptions attached hereto as Exhibit "A"

To Have and To Hold the same unto the grantee, grantee's heirs and assigns forever, in fee simple.

Grantor hereby covenants with grantee that, at the time of the delivery of this deed, grantor is well seized of the real property described above; that grantor has the full right and authority to convey the real property described above to grantee; that grantor shall do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances, as may be required to properly convey the property; grantor hereby warrants to defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under grantor, but against none other; and that at the time of the delivery of this deed the property is free from all encumbrances, Except all easements, reservations and restrictions of record, if any, however this reference shall not operate to reimpose same, and all real property taxes for the current year.

In Witness Whereof, grantor has hereunto set his hand effective on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness One - Signature

Print Name: Gay Caraballo

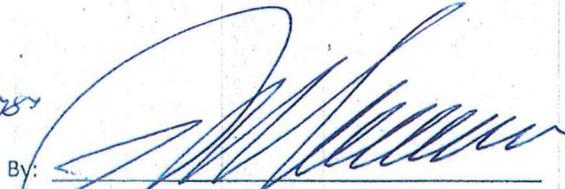
Print Mailing Address: 13207 W Colonial Dr
Winter Garden FL 34787

Witness Two - Signature

Print Name: Jaden Santiago

Print Mailing Address: 13207 W Colonial Dr
Winter Garden FL 34787

G I L Inc., a Florida corporation

By: 
George Douglas Laman
as President

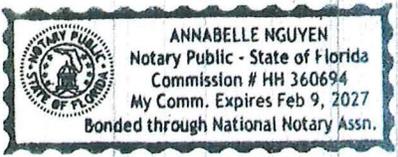
Note: Attorney General's opinion 1975 Fla. AG LEXIS 402, Op. Att'y Gen. Fla. 1975-206 found Documentary stamp taxes are required upon documents within the taxing purview of Ch. 201, F. S., even though one of the parties is a municipality.

Note: The consideration for this conveyance is the settlement of one or more enforcement claims initiated by Grantee against Grantor valued at \$ 1000 by the parties hereto.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this the 21 day of November, 2024, by means of physical presence or online notarization, by George Douglas Laman, as President of G I L Inc., a Florida corporation, on behalf thereof, who is personally known to me or who has produced as identification FL Driver License and who did not take an oath.

(stamp notary seal)



ANN
Notary Public
Print Name: Annabelle Nguyen

COPY

Legal Description

Exhibit "A"

COPY

Parcel A:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S20°28'46"E, A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF N69°44'10"E AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'22", A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9250.00 FEET, WITH A CHORD BEARING OF N70°22'37"E AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'29"E, A DISTANCE OF 98.17 FEET; THENCE S20°29'01"E, A DISTANCE OF 3.00 FEET TO A LINE LYING 3.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9253.00 FEET, WITH A CHORD BEARING OF S70°22'37"W AND A CHORD DISTANCE OF 98.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 00°36'29", A DISTANCE OF 98.20 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9147.00 FEET, WITH A CHORD BEARING OF S69°44'10"W AND A CHORD DISTANCE OF 301.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'23", A DISTANCE OF 301.68 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE S20°28'46"E, ALONG SAID EAST LINE, A DISTANCE OF 4.46 FEET TO A POINT ON A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE S68°10'07"W, ALONG SAID PARALLEL LINE A DISTANCE OF 99.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET, WITH A CHORD BEARING OF S34°07'50"W AND A CHORD DISTANCE OF 75.01 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°04'35"W, A DISTANCE OF 79.61 FEET; THENCE N89°54'28"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-045

Street Address: 111 11th St, Winter Garden, FL 34787

COPY

Parcel ID No. 13-22-27-0000-00-036

Street Address: 1114-1130E Plat St, Winter Garden, FL 34787

Parcel ID No 13-22-27-0000-00-059

Street Address" 1132-1138 E. Plant St. Winter Garden 34787

Parcel B:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST

RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF $68^{\circ}04'35''$, A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE $N68^{\circ}10'07''E$ ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; (1) $S20^{\circ}28'46''E$, A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF $N69^{\circ}44'10''E$ AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}53'22''$, A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9250.00 FEET, WITH A CHORD BEARING OF $N70^{\circ}22'37''E$ AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}36'29''E$, A DISTANCE OF 98.17 FEET; (4) $N69^{\circ}36'39''E$, A DISTANCE OF 146.28 FEET FOR A POINT OF BEGINNING; (5) $N69^{\circ}36'38''E$, A DISTANCE OF 4.06 FEET; (6) $S21^{\circ}50'25''E$, A DISTANCE OF 1.29 FEET; (7) $N68^{\circ}12'42''E$, A DISTANCE OF 200.00 FEET; THENCE $S21^{\circ}49'53''E$, A DISTANCE OF 8.00 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE $S68^{\circ}12'42''W$, ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET; THENCE $N21^{\circ}50'25''W$, A DISTANCE OF 1.29 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND RUNNING PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE $S69^{\circ}36'38''W$, ALONG SAID PARALLEL LINE, A DISTANCE OF 4.06 FEET; THENCE $N21^{\circ}50'25''W$, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-060

Street Address: 1142 E. Plant St. Winter Garden (PID 13-22-27-0000-00-060)

Parcel ID No. 13-22-27-0000-00-061

Street Address: 1144 E. Plant St. Winter Garden

COPY

Parcel C:

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE $N89^{\circ}59'59''E$, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE $N00^{\circ}05'32''E$, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE $N00^{\circ}05'32''E$, ALONG SAID

EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE N68°09'33"E, ALONG SAID FORMER SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 970.77 FEET; THENCE S21°50'25"E, A DISTANCE OF 18.07 FEET TO SAID SOUTH RIGHT-OF-WAY LINE FOR A POINT OF BEGINNING; THENCE N68°18'53"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 127.93 FEET; THENCE S03°35'15"E, A DISTANCE OF 8.42 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND RUNNING PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE S68°18'53"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.32 FEET; THENCE N21°50'25"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-042
Street Address: 1150 E. Plant St. Winter Garden

COPY



COPY

SKETCH OF DESCRIPTION

SHEET 1 OF 3

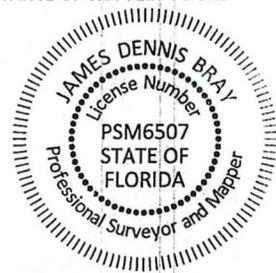
EXHIBIT C TO SETTLEMENT AGREEMENT

LEGAL DESCRIPTION:

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CONTAINS 2,669 SQUARE FEET OR 0.0613 ACRES MORE OR LESS.



JOB # 906321
 CF # ORB-13-22-27
 DATE: 07/03/2024
 SCALE: 1" = 60'
 DRAWN BY: DSK

CERTIFIED TO:
 GIL INC.

LEGEND	
⊘	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
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ESMT	- EASEMENT
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POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

7/16/2024 - ADDRESS - JB

GENERAL NOTES:

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- This Sketch of Description is not a Survey.
- This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
 www.altamaxsurveying.com
 James@altamaxsurveying.com

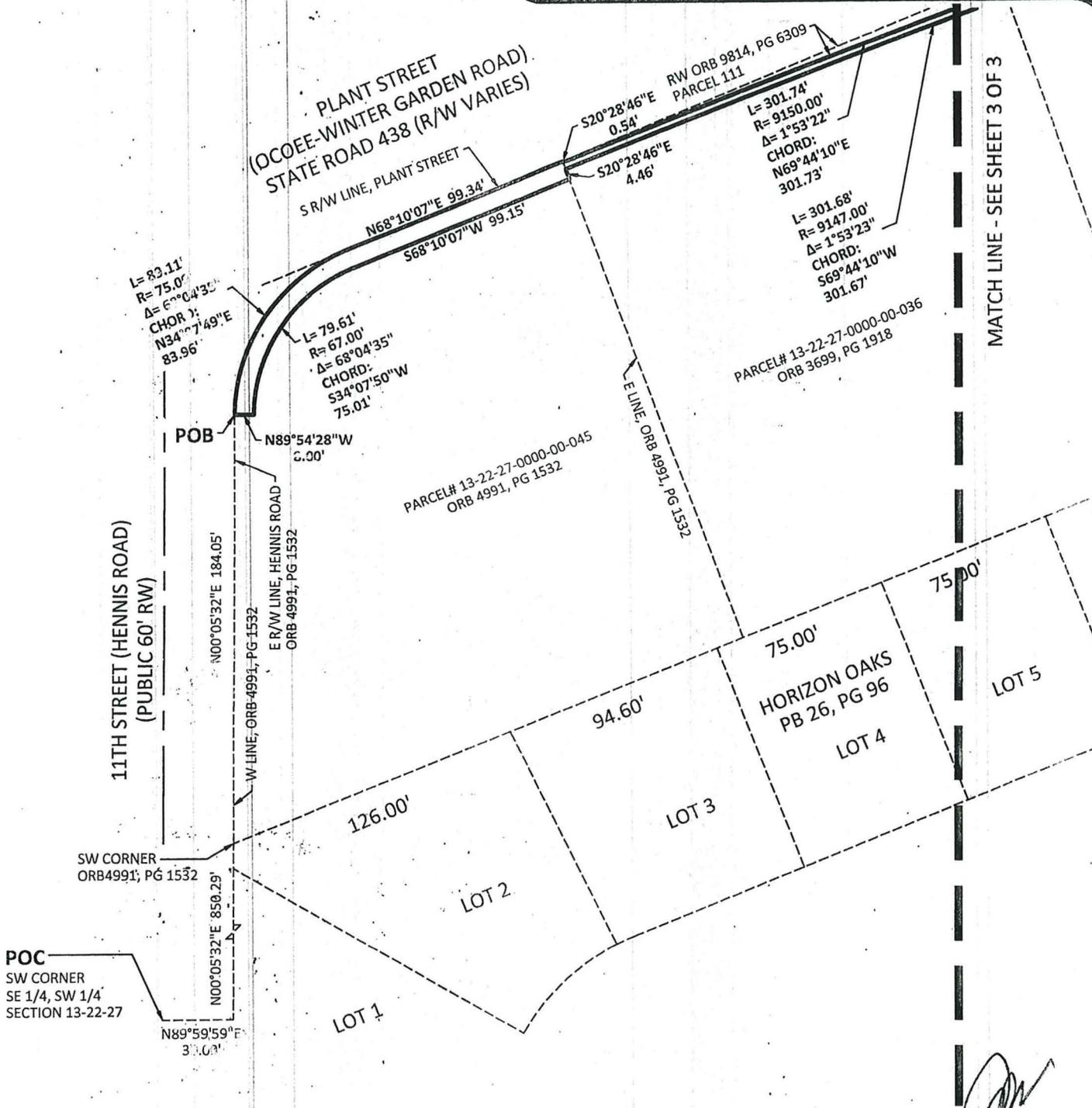
James D. Bray PSM 6507

SITE ADDRESS:
 1114-1130 E Plant St
 1132-1138 E Plant St
 Winter Garden, FL 34787

COPY

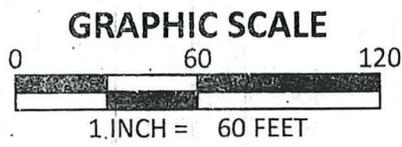
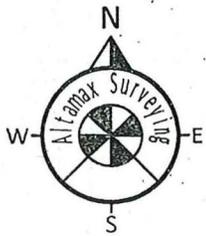
SKETCH OF DESCRIPTION

SHEET 2 OF 3



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 Casselberry, FL 32708
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 Licensed Business No. 7833
 www.altamaxsurveying.com

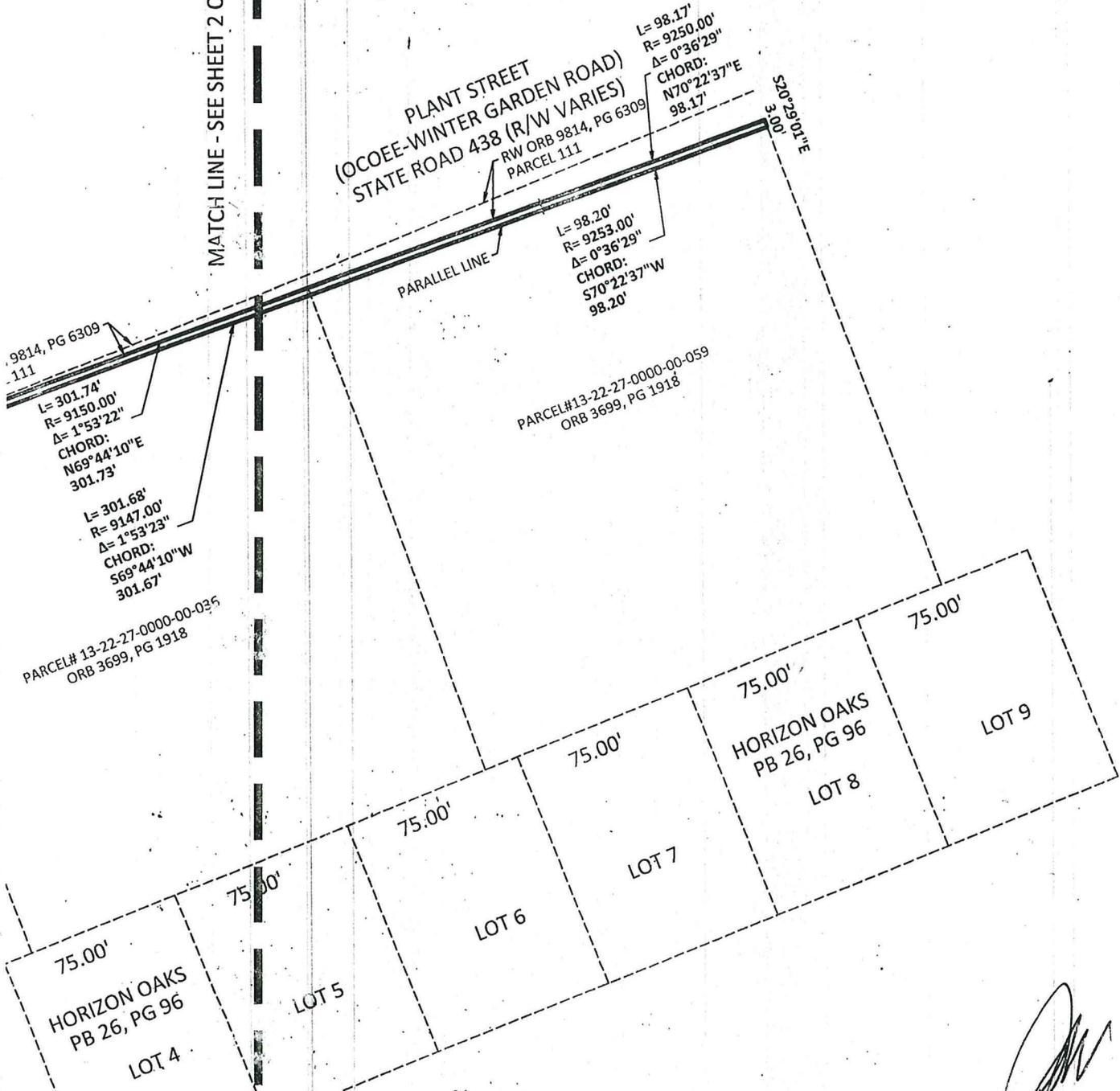


SKETCH OF DESCRIPTION

SHEET 3 OF 3

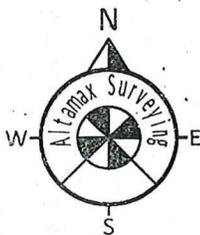
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MATCH LINE - SEE SHEET 2 OF 3

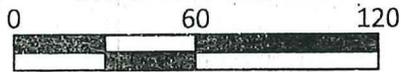


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www.altamaxsurveying.com



GRAPHIC SCALE



1 INCH = 60 FEET



SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT E TO SETTLEMENT
AGREEMENT

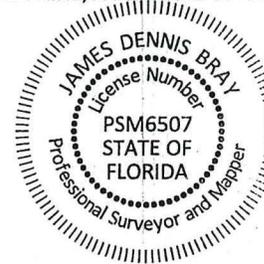
COPY

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CONTAINS 1,633 SQUARE FEET OR 0.0375 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND

⊗	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
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REVISIONS

7/16/2024 - ADDRESS - JB

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Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

James D. Bray PSM 6507



1142 & 1144 E Plant St
Winter Garden, FL 34787

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT F TO SETTLEMENT
AGREEMENT

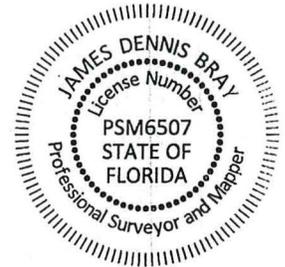
COPY

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CONTAINS 1,013 SQUARE FEET OR 0.0233 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND

CL - CENTERLINE
CM - CONCRETE MONUMENT
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REVISIONS

7/16/2024 - ADDRESS - JB

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Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

James D. Bray PSM 6507

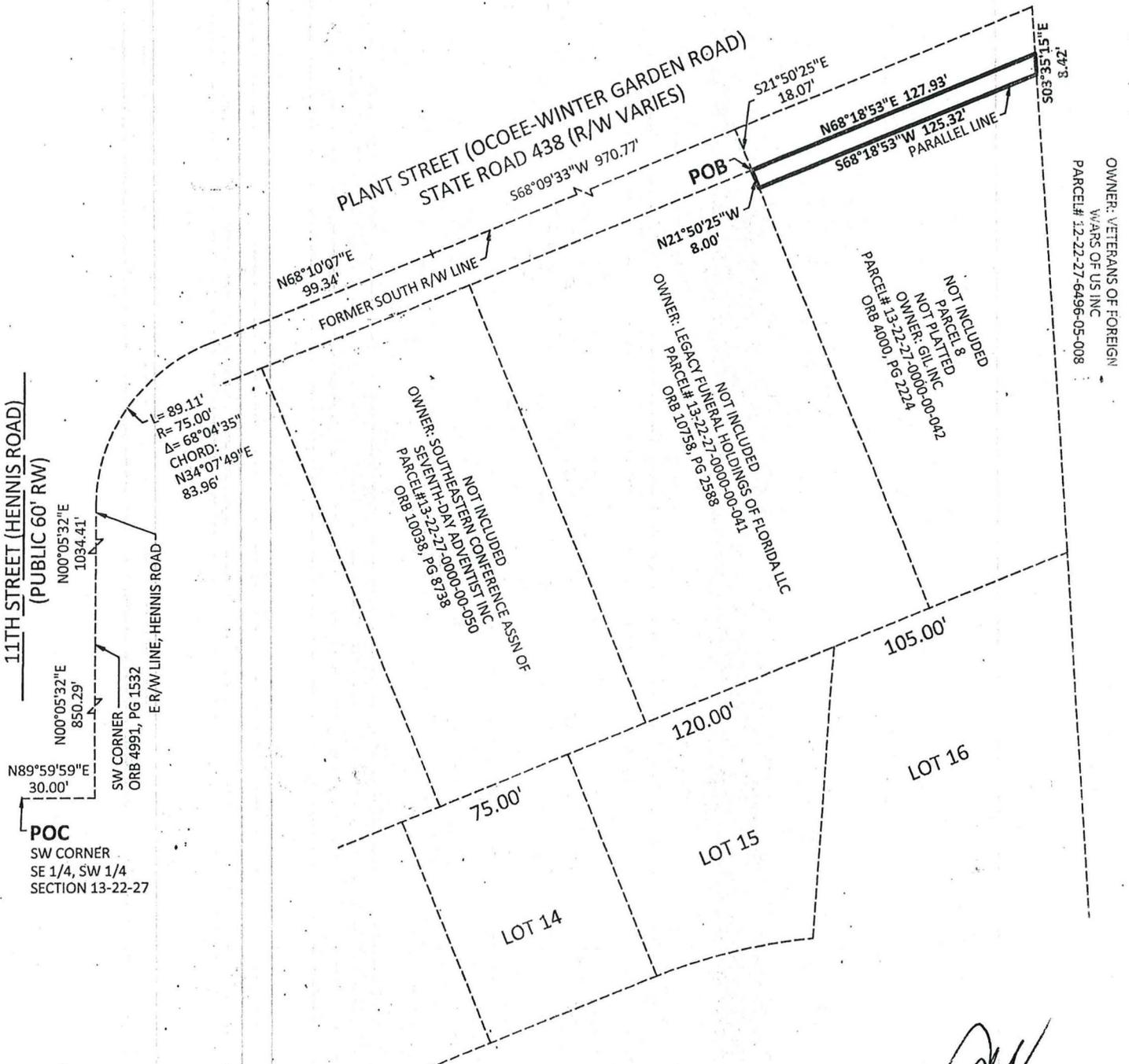
SITE ADDRESS:

1150 E Plant St
Winter Garden, FL 34787

SKETCH OF DESCRIPTION

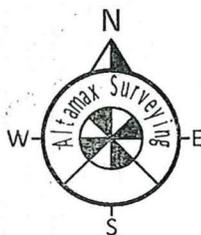
SHEET 2 OF 2

COPY

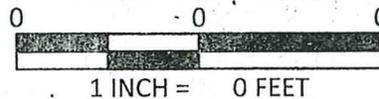


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Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



A handwritten signature or set of initials in black ink.



COPY

This Instrument Prepared By and Return to:
Stephen L. Skipper, Attorney at Law
7491 Conroy Windermere Road, Suite G, Orlando, FL 32835
Phone (407) 521-0870
Our File #:

EXHIBIT B TO SETTLEMENT
AGREEMENT

Special Warranty Deed

Witnesseth, effective this the ____ day of November, 2024

G. Douglas Laman, a married person
whose mailing address is 1150 East Plant Street, Winter Garden, FL 34787 (herein called "Grantor"),
hereby grants, bargains, sells and conveys unto

The City of Winter Garden, a Florida municipal corporation
whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 (herein called "Grantee").

its successors and assigns forever, (herein called "grantee") for and in consideration of the sum of Ten Dollars and other valuable consideration, to in hand paid to grantor by grantee, receipt whereof is hereby acknowledged by grantor, the following described land, situated and being in ORANGE County, Florida, to-wit:

See Legal Descriptions attached hereto as Exhibit "A"

To Have and To Hold the same unto the grantee, grantee's heirs and assigns forever, in fee simple.

Grantor hereby covenants with grantee that, at the time of the delivery of this deed, grantor is well seized of the real property described above; that grantor has the full right and authority to convey the real property described above to grantee; that grantor shall do, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances, as may be required to properly convey the property; grantor hereby warrants to defend the title to the land hereby conveyed from any and all lawful claims which arise by, through or under grantor, but against none other; and that at the time of the delivery of this deed the property is free from all encumbrances, Except all easements, reservations and restrictions of record, if any, however this reference shall not operate to reimpose same, and all real property taxes for the current year.

In Witness Whereof, grantor has hereunto set his hand effective on the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness One - Signature

Print Name: *Geny Corrallo*

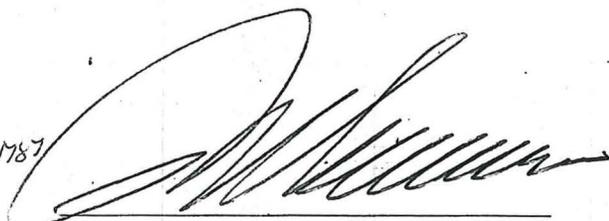
Print Mailing Address: *13207 W Colonial Dr
Winter Garden FL 34787*



Witness Two - Signature

Print Name: *Jaden Santiago*

Print Mailing Address: *13207 W Colonial Dr
Winter Garden FL, 34787*



G. Douglas Laman

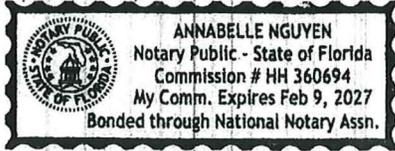
Note: Attorney General's opinion 1975 Fla. AG LEXIS 402, Op. Att'y Gen. Fla. 1975-206 found Documentary stamp taxes are required upon documents within the taxing purview of Ch. 201, F. S., even though one of the parties is a municipality.

Note: The consideration for this conveyance is the settlement of one or more enforcement claims initiated by Grantee against Grantor valued at \$ 10.00 by the parties hereto.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this the 21 day of November 2024, by means of physical presence or online notarization, by G. Douglas Laman, who is personally known to me or who has produced as identification FL Driver License and who did not take an oath.

(stamp notary seal)



ANNg

Notary Public
Print Name: *Annabelle Nguyen*

COPY

Legal Description

Exhibit "A"

A PORTION OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; RUN THENCE N89°59'59"E, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 11TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N00°05'32"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 850.29 TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4991, PAGE 1532; THENCE CONTINUE N00°05'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 184.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF N34°07'49"E AND A CHORD DISTANCE OF 83.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°04'35", A DISTANCE OF 89.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET; THENCE N68°10'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 99.34 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4991, PAGE 1532, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLANT STREET PER OFFICIAL RECORDS BOOK 9814, PAGE 6309 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; (1) S20°28'46"E, A DISTANCE OF 0.54 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9150.00 FEET, WITH A CHORD BEARING OF N69°44'10"E AND A CHORD DISTANCE OF 301.73 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'22", A DISTANCE OF 301.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 9250.00 FEET, WITH A CHORD BEARING OF N70°22'37"E AND A CHORD DISTANCE OF 98.17 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'29"E, A DISTANCE OF 98.17 FEET FOR A POINT OF BEGINNING; (4) N69°36'39"E, A DISTANCE OF 146.28 FEET; THENCE S20°29'01"E, A DISTANCE OF 8.00 FEET TO A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, THENCE S69°36'39"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 146.37 FEET; THENCE N20°29'01"W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 13-22-27-0000-00-044

Street Address: 1140 E. Plant St. Winter Garden

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT D TO SETTLEMENT AGREEMENT

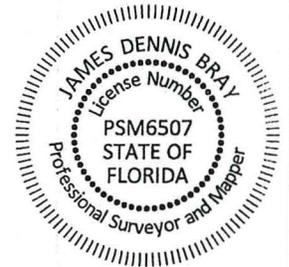
COPY

LEGAL DESCRIPTION:

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CONTAINS 309 SQUARE FEET OR 0.0269 ACRES MORE OR LESS.



JOB # 906321
CF # ORB-13-22-27
DATE: 07/03/2024
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
GIL INC.

LEGEND	
⊘	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
{D}	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS
7/16/2024 - ADDRESS - JB

GENERAL NOTES:

- Bearing structure is based on the monumented North line of the lands described in Official Records Book 4991, Page 1532, of the Public Records of Orange County, Florida, being: N68°10'07"E.
- This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
- This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
- This Sketch of Description is not a Survey.
- This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7533
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James@altamaxsurveying.com

James D. Bray PSM 6507

SITE ADDRESS:
1140 E Plant St
Winter Garden, FL 34787

