



**CITY COMMISSION**  
**AGENDA**

**\*Revised – 01/05/2026**

**CITY HALL COMMISSION CHAMBERS**

300 W. Plant Street  
Winter Garden, Florida

**Regular Meeting**

**January 8, 2026**

**6:30 PM**

**Call to Order**

Determination of a Quorum

Invocation and Pledge of Allegiance

**1. Approval of Minutes**

A. Regular Meeting Minutes – December 11, 2025

**2. Presentation**

A. **Proclamation 26-01**: Certified Registered Nurse Anesthetists Week, January 18-24, 2026 – **Mayor Rees**

B. **\*Bloom and Grow Presentation (Pollinator Plants in the Butterfly Garden) – Katy Moss Warner**

**3. Second Reading and Public Hearing of Proposed Ordinance**

A. **ORDINANCE 26-05**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74, "TRAFFIC AND VEHICLES," ARTICLE I, "IN GENERAL," TO REVISE SECTION 74-2 GOVERNING THE OPERATION OF BICYCLES AND OTHER WHEELED DEVICES, CREATING A NEW SECTION 74-5 REGULATING THE OPERATION OF ELECTRIC BICYCLES, AND RECODIFYING AND AMENDING SECTION 50-154 GOVERNING MOTORIZED SCOOTERS TO SECTION 74-6; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE – **Planning Director Carson**

**4. Regular Business**

A. **RESOLUTION 26-01** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING A GOLF CART DISTRICT PURSUANT TO § 74-4 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; IDENTIFYING STREETS UPON WHICH GOLF CARTS MAY BE OPERATED; PROVIDING FOR SIGNAGE; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE – **Assistant City Manager for Public Services Pash**

- B. Recommendation to approve **INTERLOCAL AGREEMENT** with Orange County for transfer of jurisdiction of portions of certain roads – **Assistant City Manager for Public Services Pash**
  - C. Recommendation to approve addendum for Orange County Public Schools School Resource Officer and authorize Mayor to sign agreement – **Police Chief Graham**
  - D. Recommendation to approve purchase of weapons and ammunition from law enforcement trust fund in an amount not to exceed **\$65,000** – **Police Chief Graham**
  - E. Recommendation to declare vehicles and equipment as surplus and authorize sale or disposal in a manner to be determined by the City Manager – **Fleet Division Manager Watson**
  - F. Recommendation to approve procurement of two front-load garbage trucks under the Florida Sheriffs Association contract number FSA25-VEH23.0 in the amount of **\$764,000** – **Fleet Division Manager Watson**
  - G. Recommendation to approve procurement of one rear-load garbage truck under the Florida Sheriffs Association contract number FSA25-VEH23.0 in the amount of **\$334,900** – **Fleet Division Manager Watson**
  - H. Recommendation to approve procurement of one fifty-five-yard grapple/claw truck under City of Tallahassee contract number 5073 in the amount of **\$359,323** – **Fleet Division Manager Watson**
  - I. Recommendation to approve procurement of two 28-yard grapple/claw trucks under the National Cooperative Procurement Partners contract number PS24140 in the amount of **\$409,800** – **Fleet Division Manager Watson**
  - J. Recommendation to approve purchase of one K-9 vehicle in the amount of **\$61,850** and five-year lease-to own agreement for one unmarked investigative vehicle – **Fleet Division Manager Watson**
  - K. Recommendation to approve designating Interim City Clerk Ronisha Martin as the Records Management Liaison Officer (RMLO) for the City of Winter Garden – **Interim City Clerk Martin**
- 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**
  - 8. **Matters From Mayor and Commissioners**
  - 9. **Adjourn to Regular Meeting** on Thursday, **January 22, 2026** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

City of Winter Garden City Commission  
Regular Meeting  
January 8, 2026

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.



**City Commission and  
Community Redevelopment Agency  
REGULAR MEETING MINUTES  
December 11, 2025**

A **Regular Meeting** of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:32 pm. 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 - A. Kurt Ardaman  
City Clerk - Angela J. Grimage

**1. Approval of Minutes**

A. Regular Meeting Minutes — November 13, 2025

**Motion by Commissioner Jones to approve the regular meeting minutes of November 13, 2025, as submitted. Seconded by Commissioner Johnson and carried unanimously 5-0.**

**2. First Reading and Public Hearing of Proposed Ordinance**

**A. ORDINANCE 26-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74, "TRAFFIC AND VEHICLES," ARTICLE I, "IN GENERAL," TO REVISE SECTION 74-2 GOVERNING THE OPERATION OF BICYCLES AND OTHER WHEELED DEVICES, CREATING A NEW SECTION 74-5 REGULATING THE OPERATION OF ELECTRIC BICYCLES, AND RECODIFYING AND AMENDING SECTION 50-154 GOVERNING MOTORIZED SCOOTERS TO SECTION 74-6; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 26-05 by title only. Planning Director Kelly Carson stated that this amends Chapter 74 of the City of Winter Garden code of ordinances and establishes rules and regulation for the operation of electronic bicycles (e-bikes) and other wheeled devices used on streets, highways, and sidewalks within the City's jurisdiction. She noted that it addresses restrictions or prohibitions of these devices on bicycle paths, multiuse paths, and trail networks. Furthermore, Ms. Carson explained that the purpose of this ordinance is to enhance public health, safety, and welfare by regulating the operation of bicycles, electric bicycles, and motorized scooters to reduce conflicts and prevent fatalities or serious injuries resulting from unsafe use of wheeled devices within public right-of-way.

There was discussion on the speed, power, and modifications as related to the ability to alter these devices, a need for greater regulations at a federal level, with a focus on the age of the riders, classification of the devices, and future modifications to this ordinance. Staff recommends approval.

Mayor Rees opened the public hearing.

Angelia Taylor Dean, a resident of East Winter Garden, Florida, asked for information provided in the presentation, which staff noted they would provide.

Phil Baker, 125 W. Smith Street, Winter Garden, Florida, spoke of traffic, its reduction due to police presence, things he personally witnessed relating to the use of these devices by minors, and appropriate required identification.

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

**Motion by Commissioner Bennett to approve Ordinance 26-05 with the second reading and public hearing being scheduled for January 8, 2026. Seconded by Commissioner Johnson and carried unanimously 5-0.**

### **3. Second Reading and Public Hearing of Proposed Ordinances**

- A. ORDINANCE 25-36: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING CHAPTER 78, ARTICLE II, WATER AND SANITARY SEWER SYSTEMS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES BY AMENDING SECTION 78-59 TO MODIFY WATER AND WASTEWATER IMPACT FEE AMOUNTS, ADOPT METHODOLOGY FOR WATER AND WASTEWATER IMPACT FEES AND OTHER RELATED AMENDMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE**

City Attorney Ardaman read Ordinance 25-36 by title only. Assistant City Manager of Public Services Stephen Pash stated that this ordinance amends Chapter 78 to increase water, wastewater, and irrigation impact fees. He noted that these fees were last updated in 2011. He surmised that they probably should have been increased on a yearly basis but noted this was not in the City code at that time. Furthermore, Mr. Pash stated that, as mentioned in the previous workshop, staff believe that this is an extraordinary circumstance with major cost increases, as seen with state mandates, and the substantial growth in the City. He also indicated that the state requires the City meet nutrient pollution reductions and build more facilities for reclaimed water. These fees would be used to help fund those projects. Staff recommended approval due to extraordinary circumstances.

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

**Motion by Commissioner Jones to adopt Ordinance 25-36 due to extraordinary circumstances. Seconded by Commissioner Johnson and carried unanimously 5-0.**

- B. ORDINANCE 25-37:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 15.99 ± ACRES LOCATED AT 530, 550, 570, 590, 610, and 630 EAST CROWN POINT ROAD GENERALLY LOCATED NORTH OF CROWN PARK CIRCLE, WEST OF EAST CROWN POINT ROAD, SOUTH OF CROWN POINT CROSS ROAD, AND EAST OF SUSAN B BRITT COURT FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-37 by title only. Planning Director Kelly Carson described the applicant's plan to rezone the property and noted its location. She spoke of the property's zoning, future land use designation, proposed buildings, site improvements, parking, open spaces, and landscaping. Furthermore, Ms. Carson described the different buildings and their proposed uses, noting that they are consistent with the adjacent properties. Staff reviewed the application and recommended approval.

There was discussion on a traffic study's statement concerning an acceptable level regarding daily trips and traffic impact.

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

**Motion by Commissioner Sharman to adopt Ordinance 25-37. Seconded by Commissioner Jones and carried unanimously 5-0.**

- C. ORDINANCE 25-38:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 118, ZONING, ARTICLE II, DIVISION 4 TO ADD A NEW SECTION 118-136 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES, INCLUDING A PROCESS FOR REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-38 by title only. Planning Director Kelly Carson stated that Ordinance 25-38 would amend Chapter 118 of the City Code. It would add a new section for establishing regulations and procedures for certified recovery residences, including a process for including reasonable accommodations as required by Florida State law. Staff recommended approval.

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

**Motion by Commissioner Johnson to adopt Ordinance 25-38. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. ORDINANCE 26-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 25-33, THE CITY OF WINTER GARDEN FISCAL YEAR 2025-2026 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 26-04 by title and an excerpt noting revenues with matching expenditures. Finance Director Zielonka stated that this is the second reading of this ordinance to carry forward prior year appropriations, budgeted for the last fiscal year, but not spent. She noted that this approval would allow the City to continue those projects. Staff recommended approval.

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

**Motion by Commissioner Sharman to adopt Ordinance 26-04. Seconded by Commissioner Bennett and Johnson simultaneously and carried unanimously 5-0.**

#### **4. Regular Business**

- A. Recommendation to approve hiring Process Control Services LLC to install a new VTScada System for the Palmetto Reuse Facilities in the amount of \$135,000

Assistant City Manager for Public Services Stephen Pash stated that this is a request to install the same VTScada system as used on all the City's lift stations and water plants. He named the location, spoke of success with these systems, and noted the included upgrades. Staff recommended approval.

There was discussion related to the hundreds of calls received that went down to zero.

**Motion by Commissioner Sharman to approve hiring Process Control Services LLC to install the new VTScada System for the Palmetto Reuse Facilities in the amount of \$135,000. Seconded by Commissioner Bennett and carried unanimously 5-0.**

- B. Recommendation to approve a Change Order Request for design modification for Fire Station 21 in the amount of \$250,000

Fire Chief Jose P. Gainza, Jr. stated that this request is for two design modifications to the new fire station that will improve the station's safety, durability, and operational effectiveness. He noted the changes as a shingle roof to metal roof for structural integrity, and floor plan improvements for safety, functionality and security.

Furthermore, Chief Gainza noted that the costs would come from Fire impact fees and would not impact to the City's general fund. Staff recommended approval.

**Motion by Commissioner Sharman to approve a Change Order request for design modification for Fire Station 21 in the amount of \$250,000. Seconded by Commissioner Jones and carried unanimously 5-0.**

Fire Chief Gainza gave the City Commission a status update on the Fire Station 21 construction.

C. Recommendation to award Purchase Order to T.D. Thomson Construction Co., for construction of underdrain at Sanctuary at Twinwaters in the amount of \$143,305

City Engineer Jim Monahan stated that this is a request to approve a purchase order for TD Thomson Construction Co., Inc. for an underdrain. The City of Winter Garden has been working with MI Homes to fix a dry retention pond at Sanctuary at Twinwaters that is not drying up. He noted that through joint cooperation with MI Homes, the Soil Engineers, Civil Engineers, and the City, an underdrain design permitted by the Saint John's Water Management District (SJRWMD) is ready for installation. Staff recommended approval.

There was discussion on the location, destination, and path of the underdrain.

**Motion by Commissioner Jones to approve the award of a Purchase Order to T.D. Thomson Construction Co., Inc. for construction of the underdrain for Sanctuary at Twinwaters in the amount of \$143,305. Seconded by Commissioner Sharman and carried unanimously 5-0.**

D. Recommendation to approve a SITE PLAN for 13575 West Colonial Drive (Davila Homes Office), subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site plan approval for property located at 13575 West Colonial Drive to permit the development of a single-story commercial office building. She noted that the project includes parking, landscaping, and associated site improvements. This site is the final property to be built in the Planned Commercial Development (PCD) that includes the Wawa convenience store, Culver's, Wendy's, etc. The proposed site plan is consistent with the property's PCD zoning and is consistent with the City's Comprehensive Plan and the City's Code of Ordinances. Staff recommended approval, subject to conditions.

**Motion by Commissioner Sharman to approve the site plan for 13575 West Colonial Drive (Davila Homes Office), subject to conditions. Seconded by Commissioner Bennett and carried unanimously 5-0.**

*Dispensed as the City Commission and convened as the Community Redevelopment Agency (CRA) at 7:05 p.m.*

**Members Present:**

CRA Chairman John Rees and CRA Members Lisa L. Bennett, Iliana R. Jones, Chloe Johnson, Colin Sharman and CRA Advisory Board Member Larry Cappleman

**Members Absent:**

CRA Member/Orange County Appointee Charlie Mae Wilder

E. Recommendation to authorize the City Manager to execute a revised proposal and change in the scope of work with Advantage Courts, Inc. in the amount of \$79,954.59

Economic Development Director Marc Hutchinson noted prior CRA approval in the conversion of the eastern basketball court at Zanders Park into pickleball courts. He noted that after construction began, basketball users requested preserving the court and relocating pickleball to the western court. This change would require undoing completed work, reinstalling basketball hoops, and additional resurfacing. The revised plan would reduce pickleball courts from four to three. As a result, the project cost would increase by \$29,706, bringing the total to \$79,954. Staff recommended approval.

CRA Member Larry Cappleman spoke of this item being discussed at the last Community Redevelopment Agency Advisory Board (CRAAB) meeting, which resulted in only one dissenting vote regarding the cost of the modification. He stated that the CRAAB advises the CRA to approve this item.

There was discussion on the credibility of the survey, the community's potential misunderstanding of the conversion of a used basketball court, and the directional orientation on the court being an addressed issue. A fence installation was also disclosed.

**Motion by CRA Member Cappleman to approve authorizing the City Manager to execute a revised proposal and change in scope of work with Advantage Courts, Inc. in the amount of \$79,954. Seconded by CRA Member Johnson and carried unanimously 5-0.**

*Dispensed as the Community Redevelopment Agency (CRA) and reconvened as the City Commission at 7:12 p.m.*

F. Recommendation to approve a SPECIAL EVENT for Dog Days of Summer, an Art in Public Places Even on Friday, July 10, 2026, from 6:00 – 8:00 p.m., at City Hall

Sustainability & Community Liaison Donna Corbus announced that the City of Winter Garden would host an artists' call for the Art in Public Places (AIPP) gallery to be featured in City Hall next Spring. She noted Dog Days of Summer as the theme and the exhibit dates July 1 through August 31, 2026. Furthermore, Ms. Corbus noted that all art mediums would be welcomed, such as portraits or a whimsical depiction of their favorite pooch.

She stated that a unique interpretation of the theme is encouraged and described the event, activities and time.

Ms. Corbus noted that in lieu of having the normal Art in Public Places reception, a special event for Friday, July 10, 2026, from 6:00 – 8:00 p.m. is planned to include the artist, their subject/model, residents, visitors and their dogs. The event will offer a photo booth, tent, food, drinks and be in the AIPP Gallery and in front of City Hall. Staff recommended approval.

**Motion by Commissioner Sharman to approve a SPECIAL EVENT for Dog Days of Summer, an Art in Public Places Event, to be held on Friday, July 10, 2026, from 6:00 – 8:00 p.m., at City Hall. Seconded by Commissioner Jones and carried unanimously 5-0.**

**5. Matters From Public** – There were no items.

**6. Matters From City Attorney – A. Kurt Ardaman**

- A. **Resolution 25-13**: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, EXTENDING THE TERM OF THE CITY MANAGER’S EMPLOYMENT AGREEMENT FOR AN ADDITIONAL THREE YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Kurt Ardaman read Resolution 25-13 by title only. Mayor Rees noted that the City of Winter Garden is blessed to have Jon C. Williams as our City Manager. He feels that the City Manager has done an outstanding job, and he shared some of the positive feedback received. He expressed feeling happy that Jon is also a resident of the City of Winter Garden and is thrilled that he is our City Manager.

City Attorney Ardaman commented on Jon's calm demeanor, teasingly stating how impossible it was to upset him.

**Motion by Commissioner Sharman to approve Resolution 25-13. Seconded by Commissioner Jones and carried unanimously 5-0.**

- B. Interim City Clerk Employment Agreement

City Attorney Kurt Ardaman noted that this item addresses the Interim City Clerk Employment Agreement and recognized City Clerk Angee Grimmage to speak on this issue.

City Clerk Grimmage replied that this is the best time to consider the next steps for a smooth transition in the City Clerk's office as she will be retiring at the end of this year.

City Attorney Ardaman noted that this establishes the terms of an Interim City Clerk position until which time the appointment of a new City Clerk is made.

Furthermore, Mr. Ardaman noted Assistant City Clerk Ronisha Martin's interest in holding the Interim City Clerk's position as well as consideration for the City Clerk position.

**Motion by Commissioner Jones to approve the Interim City Clerk Employment Agreement. Seconded by Commissioner Johnson and carried unanimously 5-0.**

**7. Matters From City Manager - Jon C. Williams**

City Manager Jon C. Williams thanked everyone for their comments, a vote of confidence, and said that he looks forward to serving the City Commission and the community for the next few years and beyond.

Mr. Williams noted that Tucker Ranch, although still under construction, has won national recognition as one of five parks and gardens projects to be recognized nationally and named the winner of the 2025 American Architecture Award. He then gave a status update on the project.

Mr. Williams expressed that it has been an honor to work with City Clerk Angee Grimmage for his 7 years and 10 months out of her 23 years of service to the City. He wished her the best in retirement and asked that she please not be a stranger.

Mr. Williams recognized the City staff for all the amazing work they do, not only daily, but with special events such as Light Up Winter Garden, the Christmas parade, and the golf cart parade. He noted the fabulous job they do with the City's decorations and with managing crowds and providing safety. Furthermore, he mentioned the Santa Run, which he stated is currently running successfully and again thanked the staff for all their hard work.

Mr. Williams wished a Merry Christmas and Happy Holidays to the City Commission and their family, to City staff and their families, and to all the residents and their families.

**8. Matters From Mayor and Commissioners**

**Commissioner Colin Sharman** addressed City Clerk Angee Grimmage, stating that there are two versions of himself, the City Commissioner, and then there is Colin. He noted that Colin goes to her for advice, noting she is excellent at providing feedback and advice. He shared that he listened and appreciated it, even the tough advice, and he expressed that he would miss her.

**Commissioner Chloe Johnson** congratulated City Clerk Grimmage on her retirement, stated that she has been a joy to work with, a great listener, and gives the best advice, and expressed that she would be missed. She thanked Ms. Grimmage for her service to the City of Winter Garden. Furthermore, Commissioner Johnson addressed the residents and staff, encouraging them to enjoy their holiday season and to remember to make memories as life is only a vapor. She wished everyone Happy Holidays.

**Commissioner Iliana R. Jones** thanked City Clerk Grimmage, noting that she would miss her and her colorful notes and prayers. She thanked the City Manager, Jon C. Williams, for everything he does, noted her appreciation, and stated that she enjoys working with him.

Furthermore, Commissioner Jones thanked staff for their efforts over the busy weekend with the amazing events. She thanked the Commission meeting attendees, wished everyone a Merry Christmas, and encouraged everyone to remember the reason for the season is Jesus Christ.

**Commissioner Lisa L. Bennett** noted that she agreed with all the City Commissioner's comments, noting her appreciation of staff, and the first responders, and she expressed to City Clerk Grimmage that she would miss her.

**City Clerk Angee Grimmage** thanked the City Commission for the opportunity to serve. She expressed to the City Commission that it is a blessing and an honor to be friends with them. She noted that she is retiring young, at age 60, but feels that now is the time for her to go out and play.

**Mayor John Rees** addressed City Clerk Grimmage, stating that she has been a blessing to be around, noted that she is a sweet and good person and wished her and her husband enjoyment in their retirement. He said that she would be missed and thanked her for everything. Furthermore, Mayor Rees thanked staff for the Light Up Winter Garden event, which he stated was fantastic, noting also their efforts regarding the Christmas parade and the golf cart parade. He shared that the City staff worked so hard that weekend and smiled as they worked. He expressed appreciation and said thank you from the bottom of his heart.

Additionally, Mayor Rees announced the Sunday Hanukkah celebration at 6:00 p.m. in the butterfly garden. He wished everyone a Merry Christmas and a Happy Hanukkah.

## 9. Adjourn

The meeting adjourned at 7:26 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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Interim City Clerk Ronisha Martin



# Proclamation 26-01

**Whereas**, Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses, providing anesthesia care to patients in the United States for more than 160 years, CRNAs are among the nation's most trusted profession; and

**Whereas**, CRNAs administer more than 58.5 million anesthetics annually across various healthcare settings; and

**Whereas**, CRNAs are the primary anesthesia providers in rural America, ensuring access to essential healthcare services; and

**Whereas**, CRNAs have extensive education and training, ensuring patient safety and comfort before, during, and after surgical and medical procedures; and

**Whereas**, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients - from newborns to seniors - for every type of procedure in all types of facilities; and

**Whereas**, National CRNA Week highlights the invaluable role of CRNAs in healthcare and celebrates their dedication to improving lives;

**Therefore**, it is my great pleasure and privilege as the Mayor of the City of Winter Garden, to hereby proclaim the week of January 18 through January 24, 2026, as

## National Certified Registered Nurse Anesthetists Week

in the City of Winter Garden and urge all citizens to share this occasion.

**In witness thereof**, I have hereunto set my hand and caused the City Seal to be affixed this 8th day of January 2026.

*John Rees*  
Mayor John Rees



Attest:

*Ronisha Martin*

Ronisha Martin, Interim City Clerk

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

**From:** Kelly Carson, Planning Director

**Via:** City Manager Jon C. Williams

**Date:** December 12, 2025      **Meeting Date:** January 08, 2026

**Subject:** **Ordinance 26-05**

**Issue:** Amending City of Winter Garden Code of Ordinances 74 governing the operation of bicycles and other wheeled devices and recodifying and amending section 50-154 governing motorized scooters to section 74-6.

**Discussion:**

Ordinance 26-05 would amend City of Winter Garden Chapter 74. The ordinance would regulate the operation of electric bicycles and motor scooters on streets, highways, and sidewalks on or within the City's jurisdiction and restrict or prohibit the operation of electric bicycles or motor scooters on bicycle paths, multiuse paths, trail networks, etc. The ordinance would also recodify and amend Section 50-154, Winter Garden City Code, to consolidate vehicle regulations under Chapter 74 of the Winter Garden City Code.

The purpose of this ordinance is to improve public health, safety, and welfare by regulating the operation of bicycles, electric bicycles, and motorized scooters in order to reduce conflicts and prevent fatalities or serious injuries resulting from unsafe use of wheeled devices within public rights-of-way.

**Recommended Action:**

Staff recommends approval of Ordinance 26-05.

**Attachment(s)/References:**

Ordinance 26-05  
Business Impact Estimate

**ORDINANCE NO. 26-05**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74, "TRAFFIC AND VEHICLES," ARTICLE I, "IN GENERAL," TO REVISE SECTION 74-2 GOVERNING THE OPERATION OF BICYCLES AND OTHER WHEELED DEVICES, CREATING A NEW SECTION 74-5 REGULATING THE OPERATION OF ELECTRIC BICYCLES, AND RECODIFYING AND AMENDING SECTION 50-154 GOVERNING MOTORIZED SCOOTERS TO SECTION 74-6; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City has the authority under the City Charter, Section 2(b), Article VIII of the State Constitution, and Section 166.021(1), Florida Statutes, to exercise any power for municipal purposes except where expressly prohibited by law; and

**WHEREAS**, Section 316.008, Florida Statutes, states that local governments are authorized to implement reasonable regulations relating to streets and highways within their jurisdiction under the exercise of the police power; and

**WHEREAS**, Section 316.20655, Florida Statutes states that local governments are authorized to adopt ordinances governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under or within the local government's jurisdiction and restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, trail network, beach, or dune; and

**WHEREAS**, Section 50-154, Winter Garden City Code, regulates the operation of motorized scooters within the jurisdiction of the City of Winter Garden; and

**WHEREAS**, the City Commission deems it appropriate to recodify and amend Section 50-154, Winter Garden City Code, to consolidate vehicle regulations under Chapter 74 of the Winter Garden City Code; and

**WHEREAS**, the City Commission seeks to adopt an ordinance regulating the operation of bicycles, electric bicycles, and motorized scooters, as those terms are defined herein and in the Winter Garden City Code, within the City of Winter Garden; and

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

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Winter Garden, Florida, that:

**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. City Code Amendment.** Chapter 74 of the City Code of Ordinances is hereby amended to amend Section 74-2, create a new Section 74-5, currently reserved, and recodify and amend former Section 50-154 as Section 74-6 as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not being amended):

**Sec. 74-2. – Bicycle and other wheeled toy device operation.**

- (a) No person while upon a bicycle, electric bicycle, motorized scooter, skateboard, roller skates, or riding in or by means of any coaster, toy vehicle or similar device shall conduct himself in such a manner as to be a nuisance, safety hazard or endangerment to himself, pedestrians, other forms of traffic, the operation of businesses or to the quiet enjoyment of the residents of the city.
- (b) No person shall ride, use or operate any bicycle, electric bicycle, motorized scooter, skateboard, rollers skates, coaster, toy vehicle or similar device upon a sidewalk less than eight feet in width in the commercial areas of the city. The commercial areas are defined as Plant Street, east from ~~Highland~~ South Park Avenue to Dillard Street, and South Dillard Street to Highway 50, or any other areas of the city, such as shopping centers, of any size, where the predominance of buildings or structures in the area are commercial or business in nature. This prohibition does not apply to the paved path designated as part of the West Orange Trail.
- (c) Bicycles shall be operated in accordance with F.S. § 316.2065, Bicycle regulations. When operating on roadways, bicycle operators shall comply with all traffic regulations.
- (~~ed~~) Violation of subsection (a), ~~or~~ (b), or (c) of this section shall be punishable by a fine of \$5.00\$100.00 as a class II violation under division 3, article II, chapter 2 of this Code and subject to increased fines for repeat violations. The parents and legal guardians of minors in violation are responsible for the payment of fines incurred by minors.

\*\*\*

**Sec. 74-5. –Electric bicycle operation.**

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the following meanings except where the context clearly indicates a different meaning:

*Bicycle lane* means any portion of roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

*Bicycle path* means any road, path, or way that is open to bicycle travel, which road, path, or way is physical separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

City-owned property means:

- (1) Property in which the City has a property interest, such as fee simple ownership or an easement; and
- (2) Property the City maintains regardless of ownership, such as rights-of-way maintained by the City.
- (3) Property where, regardless of ownership, the City has jurisdiction to enforce speed limits and other traffic regulations.

Crosswalk means:

- (1) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs, or, in the absence of curbs, from the edges of the traversable walkway; and
- (2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Electric bike or E-Bike means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

- (1) Class 1: an E-Bike equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the E-Bike reaches the speed of 20 miles per hour.
- (2) Class 2: an E-Bike equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the E-Bike reaches the speed of 20 miles per hour.
- (3) Class 3: an E-Bike equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the E-Bike reaches the speed of 28 miles per hour.

Government issued photographic identification means a driver license, passport, military ID, identification card issued under F.S. Ch. 322, or comparable government ID displaying an individual's name, date of birth, and photograph.

Operator means any person who is in actual physical control of an E-Bike.

Right-of-way means land devoted to or required for use as a roadway, sidewalk, or other associated feature and includes, without limitation, all existing or dedicated road rights-of-way and all proposed dedications of road rights-of-way set forth on official grading and drainage plans approved pursuant to plats.

Road or roadway means any portion of any street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

Sidewalk means that portion of a street between the curbline, or the lateral line, of a road and the adjacent property lines, intended for use by pedestrians.

(b) Proper usage and prohibitions.

1. E-Bikes shall be operated in accordance with F.S. § 316.2065, Bicycle regulations, and § 316.20655, Electric bicycle regulations. When operating on roadways, E-Bike operators shall comply with all traffic regulations.

2. E-Bikes operated between sunset and sunrise shall be equipped with a lamp on the front exhibiting white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear in compliance with F.S. § 316.2065(7). All safety lights shall remain active and operational when the E-Bike is in use between sunset and sunrise.

3. An operator or passenger under 16 years of age on an E-Bike must wear a properly fitted, securely fastened bicycle helmet upon the operator's or passenger's head that meets the federal safety standard for bicycle helmets established in 16 CFR Part 1203. A parent or legal guardian may not knowingly permit a child under 16 years of age to violate this subsection.

4. E-Bikes operators shall not exceed a speed of 10 miles per hour while on any sidewalk or bicycle path that is not immediately adjacent to a roadway. E-Bike operators shall yield the right-of-way to any pedestrian and shall give an audible warning before overtaking and passing such pedestrian.

5. Class 3 E-Bikes are prohibited from the paved path designated as part of the West Orange Trail.

6. No person under 15 years of age may operate an E-Bike on any bicycle lane, bicycle path, right-of-way, road, sidewalk, or other City-owned property. A minor under the minimum age may ride as a passenger on an E-Bike designed and equipped for a passenger in compliance with F.S. § 316.2065.

7. All E-Bike operators shall carry government-issued photographic identification and shall present such identification upon lawful request of a law enforcement officer.

(c) Penalties. In addition to other penalties authorized herein or by statute, a person who violates this section may be administratively or judicially assessed a civil penalty of \$100 as a class II violation under division 3, article II, chapter 2 of this Code and subject to increased fines for repeat violations. The parents and legal guardians of minors in violation are responsible for the payment of fines incurred by minors.

(d) Enforcement. This section shall apply to and be enforced within the City of Winter Garden by the chief of police, with such aid as may be rendered by other members of the police department, pursuant to Section 74-3 of the Winter Garden City Code.

\*\*\*

**Sec. 50-154Sec. 74-6. – Motorized scooters.**

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them as set forth below, except where the context clearly indicates a different meaning:

“*Helmet*” means a bicycle helmet that is properly fitted and is securely fastened upon the rider's head by a strap. Said helmet must meet or exceed the federal safety standards for bicycle helmets established in 16 CFR Part 1203.~~of the American National Standards Institute (ANSI Z~~

90.4 Bicycle Helmet Standards), the standards of the Snell Memorial Foundation (1984 Standards for Protective Headgear for Use in Bicycling), or any other nationally recognized standards for bicycle helmets adopted by the United States Department of Transportation.

“Motorized scooter” means any motorized or motor-propelled vehicle or micromobility device that is powered by a motor, with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at ~~speeds~~ a speed greater than 3020 miles per hour on level ground. Vehicles used by disabled persons are excluded. The term does not include electric bicycles or E-Bikes.

“Operator” means any person who is in actual physical control of a motorized scooter.

“Road” or “roadway” means any portion of any street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

“Sidewalk” means that portion of a street between the curblines, or the lateral line, of a road and the adjacent property lines, intended for use by pedestrians.

(b) *Regulations.* Parents or guardians of children under 18 years of age who operate motorized scooters shall not knowingly permit any such child to violate any provision of this section nor shall any person operate a motorized scooter except in conformance with the regulations set forth as follows:

- (1) Motorized scooters shall only be operated on public streets and roadways having speed limits not exceeding 35 mph within the City of Winter Garden by persons who possess a valid driver's license. Motorized scooters are not permitted to be operated on any public highway, expressway, turnpike, street or roadway where the speed limit exceeds 35 mph. When operating on public streets and roadways, motorized scooter operators shall comply with all traffic regulations.
- (2) Motorized scooters shall not be operated on public sidewalks less than eight feet in width within the City of Winter Garden. This prohibition does not apply to the paved path designated as part of the West Orange Trail.
- (3) Motorized scooters shall not be operated in public parks within the City of Winter Garden unless such use is specifically allowed by signage posted in that particular park.
- (4) Motorized scooters shall be operated and used by one person only; passengers are not allowed on motorized scooters, and motorized scooters may not tow any other person, object or vehicle of any kind.
- (5) Motorized scooters shall only be operated during daylight hours within the City of Winter Garden.
- (6) Motorized scooters shall be operated as close as practicable to the right hand curb or edge of the roadway, except when preparing to make a left-turn at an intersection or into a private road or driveway, at which time the motorized scooter operator shall obey all authorized traffic control devices, markings, and signs.
- (7) Motorized scooters shall be operated only in a single file formation.
- (8) Motorized scooters shall not be operated abreast of each other.

- (9) Motorized scooters shall be operated at all times with both of the operator's hands on the scooter's handlebars.
  - (10) An operator under 16 years of age on a motorized scooter must wear a properly fitted, securely fastened helmet upon the operator's head. A parent or legal guardian may not knowingly permit a child under 16 years of age to violate this subsection.~~Motorized scooters shall not be operated unless the operator, at all times, is wearing a helmet; and~~
  - (11) Motorized scooters shall be operated at all times in accordance with all authorized traffic control devices.
  - (12) The operator of a motorized scooter has all of the duties applicable to the rider of a bicycle under F.S. § 316.2065, except the duties imposed by F.S. § 316.2065(2), (3)(b), and (3)(c), which by their nature do not apply.
- (c) *Violations.* Violations of this section shall be classified as a class + II violation under division 3, article II, chapter 2 of this Code and subject to increased fines for repeat violations. This section shall apply to and be enforced within the City of Winter Garden by the chief of police, with such aid as may be rendered by other members of the police department, pursuant to Section 74-3 of the Winter Garden City Code. The parents and legal guardians of minors in violation are responsible for the payment of fines incurred by minors.

**Secs. ~~74.574-7~~ – 74-30 – Reserved.**

**SECTION 3. 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 shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4. 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 5. Codification.** Section 2 of this Ordinance shall be incorporated into the Winter Garden City Code. Any section, paragraph number, subsection 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 or City Code may be freely made.

**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:** \_\_\_\_\_.

**SECOND READING:** \_\_\_\_\_.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the City Commission of the City of Winter Garden, Florida.

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

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

ATTEST:

\_\_\_\_\_  
Ronisha Martin, Interim 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 26-05** – Amending Chapter 74 governing the operation of bicycles and other wheeled devices and recodifying and amending section 50-154 governing motorized scooters to section 74-6.

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):

*Ordinance 26-05 would amend City of Winter Garden Chapter 74. The ordinance would regulate the operation of electric bicycles and motor scooters on streets, highways, and sidewalks on or within the City's jurisdiction and restrict or prohibit the operation of electric bicycles or motor scooters on bicycle paths, multiuse paths, trail networks, beaches, and/or dunes. The ordinance would also recodify and amend Section 50-154, Winter Garden City Code, to consolidate vehicle regulations under Chapter 74 of the Winter Garden City Code.*

*The purpose of this ordinance is to improve public health, safety, and welfare by regulating the operation of bicycles, electric bicycles, and motorized scooters in order to reduce conflicts and prevent fatalities or serious injuries resulting from unsafe use of wheeled devices within public rights-of-way.*

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

*There should be no direct negative economic impact on the proposed ordinance on private, for-profit businesses in the City.*

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

*No direct compliance costs should be incurred by businesses as a result of adopting this ordinance.*

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

*No new charges or fees will be imposed by this ordinance - unless a wheeled device operator is in violation of the new code provisions, in which case fines may be imposed.*

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

*The estimated regulatory costs to the City will be minimal and will be largely due to enforcement of new regulations. The new regulations will be enforced within the City of Winter Garden by the chief of police, with such aid as may be rendered by other members of the police department, pursuant to Section 74-3 of the Winter Garden City Code.*

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

*The proposed ordinance is not anticipated to have an impact on any businesses.*

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.):

N/A

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

**From:** Steve Pash, Assistant City Manager – Public Services

**Via:** City Manager Jon C. Williams

**Date:** December 29, 2025      **Meeting Date:** January 8, 2026

**Subject:** Resolution 26-01 – Amending the Golf Cart District to include multiple areas north of West Colonial Drive.

**Issue:**

This Resolution expands the official Golf Cart District to include most streets on the north side of town under the City of Winter Garden jurisdiction, where the speed limit is 30 mph or less and is consistent with State Law.

**Recommended Action:**

Staff recommends approval of Resolution 26-01 expanding the Golf Cart District.

**Attachment(s)/References:**

Resolution 26-01  
Exhibit A – Golf Cart District Map

**RESOLUTION 26-01**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING A GOLF CART DISTRICT PURSUANT TO § 74-4 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES; IDENTIFYING STREETS UPON WHICH GOLF CARTS MAY BE OPERATED; PROVIDING FOR SIGNAGE; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission has the authority pursuant to § 74-4 of the City of Winter Garden Code of Ordinances to approve roadways and communities within its jurisdiction for use by golf carts; and

**WHEREAS**, the City Commission desires to allow golf-carts to travel the streets identified for golfcart use in the Map attached hereto and incorporated herein as Exhibit “A;” and

**WHEREAS**, given the speed, volume, and character of motor vehicle traffic utilizing the roads and streets designated for golfcart use in Exhibit “A,” the City Commission has determined that golf carts are capable of being safely operated upon such roads and streets;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:**

**Section 1.** *Adoption of Representations.* The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2.** *Authorization to Operate Golf Carts on Specified City Streets.* The City Commission of the City of Winter Garden hereby designates those city streets designated and marked in Exhibit “A” attached hereto and incorporated herein as those streets upon which golf carts may be operated in the City subject to the provisions of § 74-4 of the City of Winter Garden Code and Chapter 316, Florida Statutes.

**Section 3.** *Conflicts.* This Resolution shall supersede and replace previous resolutions on the same subject and those in conflict herewith, including Resolution 21-05.

**Section 4.** *Effective Date.* This Resolution shall become effective immediately upon passage and adoption by the City Commission of the City of Winter Garden, Florida.

ADOPTED at a Regular Meeting this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by the City Commission of the City of Winter Garden, Florida.

APPROVED:

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

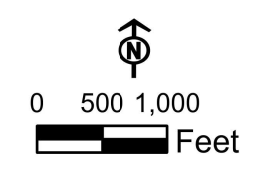
ATTESTED:

\_\_\_\_\_  
Ronisha Martin, Interim City Clerk

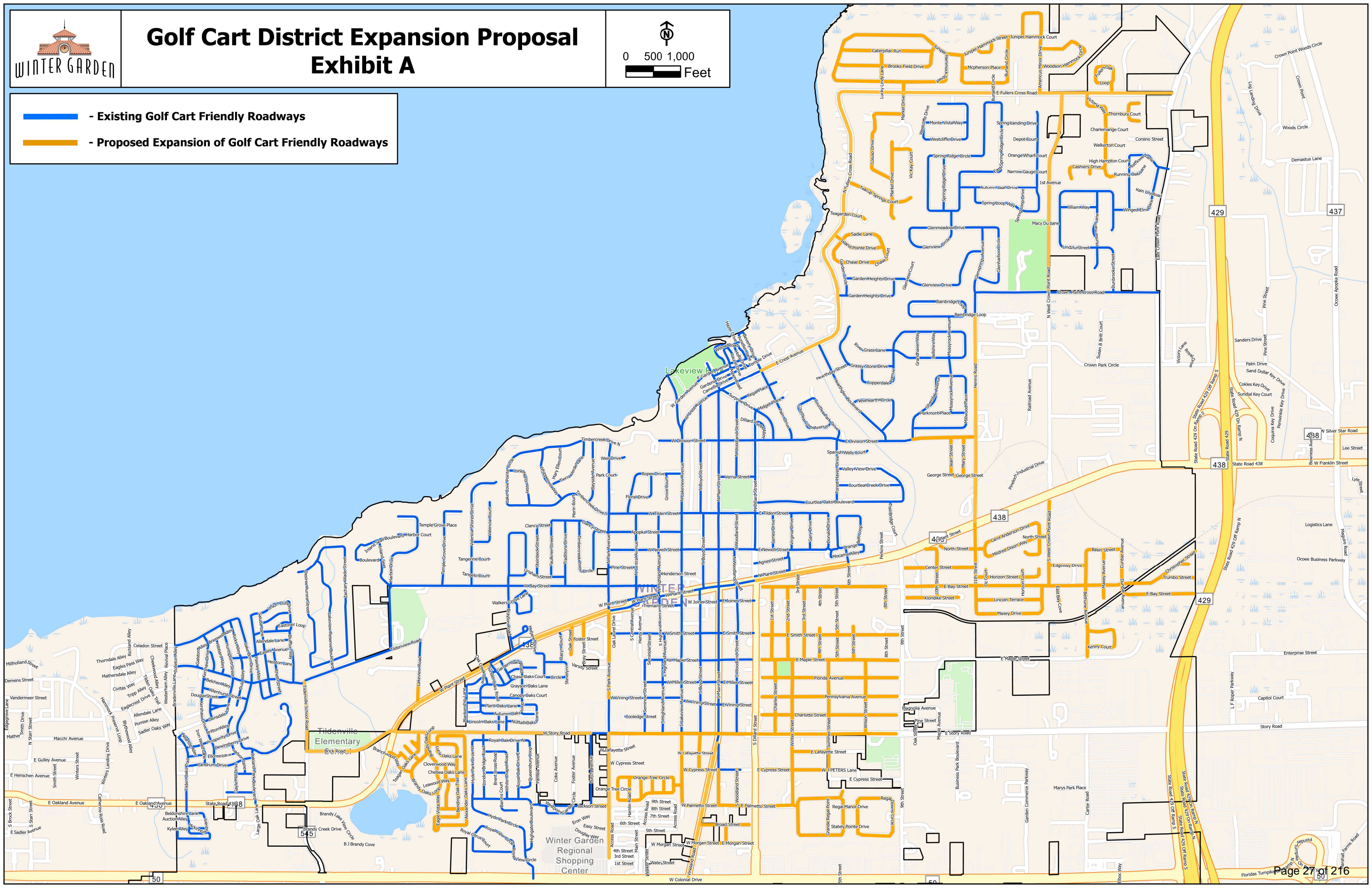


# Golf Cart District Expansion Proposal

## Exhibit A



- - Existing Golf Cart Friendly Roadways
- - Proposed Expansion of Golf Cart Friendly Roadways



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

**From:** Steve Pash, Assistant City Manager – Public Services

**Via:** City Manager Jon C. Williams

**Date:** December 29, 2025      **Meeting Date:** January 8, 2026

**Subject:** Orange County Interlocal Agreement – transfer of jurisdiction of portions of certain roads.

**Issue:**

Staff has been working with Orange County to coordinate transferring portions of some of their roads to the City and they have agreed to transfer portions of Winter Garden Vineland Road from approximately 230 feet north of Magnolia Park Court to the Southernly right-of-way of State Road 429.

**Recommended Action:**

Staff recommends approval of the Interlocal Agreement to transfer the road portion to the City of Winter Garden.

**Attachment(s)/References:**

Interlocal Agreement  
Interlocal Agreement – Assignments



**PUBLIC WORKS DEPARTMENT • ROADS & DRAINAGE DIVISION**

**ED AVELLANEDA, P.E., *Manager***

**SENDER: GEORGE A. SHUPP, *Project Manager***

4200 South John Young Parkway • Orlando, Florida 32839-9205

407-836-7903 • 407-864-4429

E-mail: george.shupp@ocfl.net

October 28, 2025

Jon C. Williams  
City Manager  
300 West Plant Street  
Winter Garden, FL 34787

Subject: **Interlocal Agreement with the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

Dear Mr. Williams:

Please find attached the **Interlocal Agreement** ("Agreement") between **Orange County** ("County") and the **City of Winter Garden** ("City") regarding the transfer of jurisdiction over portions of Winter Garden Vineland Road.

Please review the attached **Agreement** and **Assignment of Easements** related to the transfer of the **Winter Garden Vineland Road Agreement**. If the City has any comments or recommended changes, please return them to the County for consideration.

If there are no changes to the documents, please forward the Agreement and Assignment to your **City Council** for approval. Once approved by the City Council, please return the original Agreement and Assignment to **Orange County, Attention: Mr. George Shupp (Project Manager)**, for presentation to the **Board of County Commissioners** for final approval.

If you have any questions, please contact me at (407) 836-7903.

Sincerely,

A handwritten signature in black ink that reads "George A. Shupp".

George A. Shupp  
Project Manager  
Roads and Drainage Division

GS

Attachment

cc: Jon Weiss P.E., Deputy County Administrator, County Administration  
Georgiana Holmes, Deputy County Attorney, County Attorney's Office  
Joseph C. Kunkel, P.E., Director, Public Works Department  
Brett Blackadar, P.E., Deputy Director, Public Works Department  
Eduardo Avellaneda, P.E., Manager, Roads & Drainage Division  
Maricela Torres, P.E., Assistant Manager, Roads & Drainage Division  
Hitesh Barde, P.G., Senior Project Manager, Roads & Drainage Division  
Rojesh Sankar, Assistant Project Manager, Roads & Drainage Division  
Art Miller P.E., City Engineer, City of Winter Garden

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**INTERLOCAL AGREEMENT**

**between the**

**CITY OF WINTER GARDEN, FLORIDA**

**and**

**ORANGE COUNTY, FLORIDA**

**regarding the**

**TRANSFER OF JURISDICTION OF**  
**PORTIONS OF WINTER GARDEN**  
**VINELAND ROAD**

---

**Approved by the City of Winter  
Garden City Commission**

\_\_\_\_\_, 2026

**Approved by the Orange County  
Board of County Commissioners**

\_\_\_\_\_, 2026

**INTERLOCAL AGREEMENT**  
**between the**  
**CITY OF WINTER GARDEN, FLORIDA**  
**and**  
**ORANGE COUNTY, FLORIDA**  
**regarding the**  
**TRANSFER OF JURISDICTION OF**  
**PORTIONS OF WINTER GARDEN**  
**VINELAND ROAD**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between the **City of Winter Garden, Florida**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 West Plant Street, Winter Garden, Florida 34787 (“City”), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”).

**RECITALS**

**WHEREAS**, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity’s or agency’s authorized functions;

**WHEREAS**, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

**WHEREAS**, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to

Section 335.01(1), Florida Statutes, public roads;

**WHEREAS**, a “road” is defined by Section 334.03(22), Florida Statutes, as “a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts ”;

**WHEREAS**, the term “road” as defined by Section 334.03(22), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

**WHEREAS**, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

**WHEREAS**, the “county road system” is defined by Section 334.03(8), Florida Statutes, as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System”;

**WHEREAS**, the “city street system” is defined by Section 334.03(3), Florida Statutes, as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system”;

**WHEREAS**, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

**WHEREAS**, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

**WHEREAS**, the City desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portions of the County functionally classified road: WINTER GARDEN VINELAND ROAD from APPROXIMATELY 230 FEET NORTH OF MAGNOLIA PARK COURT to the SOUTHERNLY RIGHT-OF-WAY OF STATE ROAD 429 and identified in **Appendix "A"** attached hereto and incorporated herein, and to accept an assignment of the County's rights and duties of any easements or related instruments associated with those roads;

**WHEREAS**, this Interlocal Agreement is intended to address the transfer of the portions of the roads identified in **Appendix "A"** from the County road system to the City street system;

**WHEREAS**, furthermore, this Interlocal Agreement is intended to apply to the subject of which party has jurisdiction to control traffic along such roads, pursuant to Section 316.006, Florida Statutes; and

**WHEREAS**, however, this Interlocal Agreement is not intended to apply, and shall not be construed as applying, to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida Statutes).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**2 Transfer of Jurisdiction; Scope; Torts; Powers.**

**A Transfer of Jurisdiction.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the portions of the County functionally classified roads and local roads identified in **Appendix “A”** (the “Roads”).

**B Scope.** The City’s jurisdiction over the Roads means the authority and responsibility to maintain, control, repair, and improve the Roads, as the term “road” is defined by Section 334.03(22), Florida Statutes, and to control, regulate, warn, and guide traffic on the Roads pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Roads. The Roads are deemed to be part of the “City street system,” for purposes of operation, maintenance, and control of traffic.

**C Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Roads shall be in the City, provided that the County shall remain responsible for any actions, causes of action, claims, and judgments concerning the Roads arising from events occurring prior to the transfer of the Roads to the City.

**D Powers.** Also pursuant to Section 337.29(3), Florida Statutes, except as may be otherwise provided by this Interlocal Agreement or by law, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roads that the City has with relation to other public roads and rights-of-way within the City.

**3 Dedication and Acceptance; Deed; Vesting of Title; Assignment of Easements.**

**A Dedication and Acceptance.** For the Roads, or any portions thereof, that were heretofore dedicated, and that the County heretofore accepted, the County hereby dedicates the Roads, and any portions thereof, to the City, and the City hereby accepts such dedication.

**B Deed.** The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as **Appendix “B”** for any portion of the Roads that the County holds, or may hold, in fee simple, specifically described in the legal descriptions and sketches of description in **Schedule “A”** attached to **Appendix “B.”** Within ten (10) days after receipt thereof, the City shall accept each deed by recording the deed in the Official Records of Orange County at the City’s expense.

**C Vesting of Title.** Upon the recording of the County deed pursuant to Section 3.3, title in the Roads shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

**D Assignments of Easements.** The County shall execute and deliver an assignment to the City of its rights, duties and obligations under easements associated with the maintenance or operation of the Roads. Such assignment shall be substantially in the form attached hereto as **Appendix “C,”** and the easements being assigned are described in **Schedule “A”** to **Appendix “C.”** The assignment shall occur contemporaneously with the delivery of the County deed described in Section 3.3. Within ten (10) days after receipt of such document, the City shall accept the assignment and record it in the Official Records of Orange County, at the City’s expense.

#### **4 Miscellaneous.**

**A Validity.** The City and the County each represent, warrant, and covenant to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement

constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

**B. Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**C. Headings.** The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

**D. Severability.** The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

**E. Governing Law; Venue; Attorney's Fees and Costs.**

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

**F. Entire Agreement.** This Interlocal Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior

oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

**G. Amendments.** This Interlocal Agreement may be amended only by express written instrument approved by the City Council and the Board of County Commissioners, and executed by the authorized officer of each party.

**H. Counterparts.** This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**I. Notices.** Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the City: A. Kurt Ardaman, Esq.  
City Attorney  
1947 Lee Road  
Winter Park, Florida 32789  
Facsimile: (407) 262-8402

With a copy to: Director of Public Services  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787  
Facsimile: (407) 877-2363

If to the County: County Attorney  
Orange County Administration Center  
201 South Rosalind Avenue, Third Floor  
Orlando, Florida 32801  
Facsimile: (407) 836-5888

With a copy to: Director, Orange County Public Works  
4200 South John Young Parkway  
Orlando, Florida 32839  
Facsimile: (407) 836-7716

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

**5. Effective Date.** This Interlocal Agreement shall become effective on the date of execution by the City or the date of execution by the County, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the dates indicated below.

**CITY OF WINTER GARDEN, FLORIDA**

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

Attest: \_\_\_\_\_  
Ronisha Martin, Interim City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ON**

**APPROVED AS TO FORM AND LEGALITY this \_\_\_ day of \_\_\_\_\_, 2026**

By: \_\_\_\_\_  
A. Kurt Ardaman, City Attorney

**APPROVED BY THE CITY OF WINTER GARDEN, FLORIDA AT THE CITY COMMISSION AT A MEETING HELD ON \_\_\_\_\_, 2026**

**ORANGE COUNTY, FLORIDA**

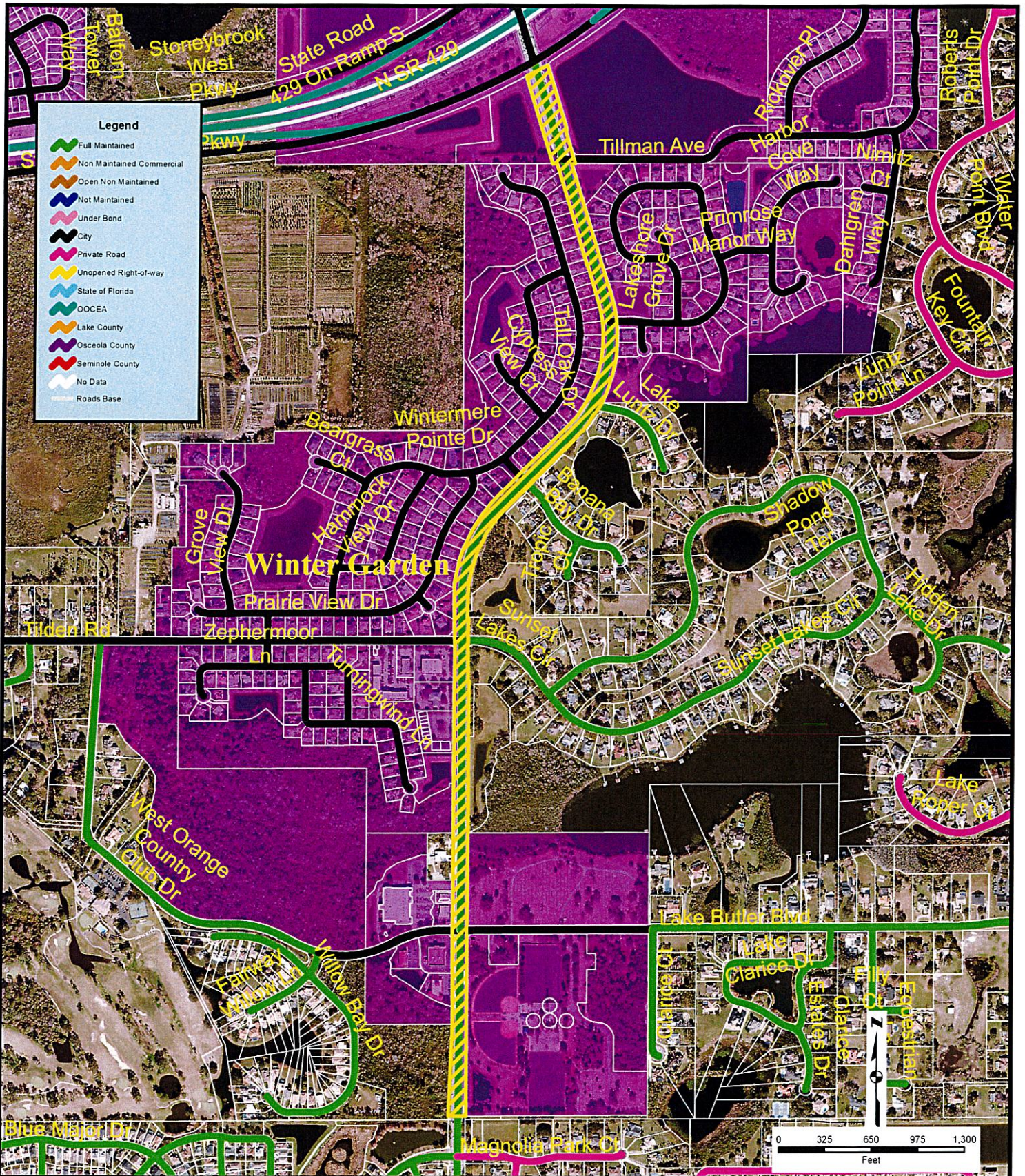
By: Board of County Commissioners

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

Date: \_\_\_\_\_, 2026

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

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



**Appendix "A"**  
**Interlocal Agreement regarding Transfer of Jurisdiction of a**  
**Portion of Winter Garden Vineland Road from Stoneybrook**  
**Parkway to City Limit**

Author: Rojesh Sankar  
 Checked by:  
 Date Saved: 4/28/2025  
  
*All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness*

**Appendix "B"**

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**COUNTY DEED**

THIS DEED, dated \_\_\_\_\_, 2026, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF WINTER GARDEN, a municipal corporation, under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

**SEE ATTACHED SCHEDULE "A"**

Property Appraiser's Parcel Identification Number(s):

Unassigned

THIS COUNTY DEED is being given for in accordance with the Interlocal Agreement between the City of Winter Garden and Orange County regarding the transfer of jurisdiction of portions of Winter Garden Vineland Road.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

**ORANGE COUNTY, FLORIDA**  
By Board of County Commissioners

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

Date: \_\_\_\_\_

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

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

Printed Name \_\_\_\_\_

**Schedule "A"**

1. Warranty Deed recorded at DOC# 20100067414, et seq., on February 3, 2010 (*for Winter Garden Vineland Road*) Parcel 9064
2. Stipulated Order of Taking recorded at DOC# 20110116383, et seq., on March 4, 2011 (*for Winter Garden Vineland Road*) Parcels 1065, 1065A, 9065 and 8065
3. Legal Description (*for Winter Garden Vineland Road*) Parcel 118
4. Legal Description (*for Winter Garden Vineland Road*) Parcel 119

Rec Fee: \$35.50

Deed Doc Tax: \$0.00

Intangible Tax: \$0.00

Mortgage Stamp: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

PU - Ret To: FIDELITY TITLE & GUARANTY



Prepared by  
Stefanie Lollis, an employee of  
First American Title Insurance Company  
2233 Lee Road, Suites 101 & 110  
Winter Park, Florida 32789  
(407)691-5200

ACCEPTED AND APPROVED BY THE REAL ESTATE MANAGEMENT  
DIVISION ON BEHALF OF ORANGE COUNTY, FLORIDA

JANUARY 7, 2010

Return to: Grantee

File No.: 2021-2231848

BY: Ann Caswell  
ASSISTANT MANAGER

Project: Winter Garden-Vineland Road  
Parcel: 9064

This document has been executed and delivered under threat of condemnation and in settlement of condemnation proceeding affecting the property described herein. This document is immune from documentary stamps tax. See Florida Department of Revenue v. Orange County, 620 So. 2d 991, 18 FLW S336 (Fla1993)

**WARRANTY DEED**

THIS WARRANTY DEED is made this 1/28/10, between

Banana Bay Homeowner's Association, Inc, a Florida non-profit corporation

having a business address at:

("Grantor"). and

Orange County, a charter county and a political subdivision of the state of Florida

having a mailing address of: PO Box 1393, Orlando, FL 32802

("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", it's successors and assigns forever, following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

See Attached Schedule "A"

Tax Parcel Identification Number: portion of 02-23-27-0490-00-001

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Banana Bay Homeowners Association, Inc.

*[Handwritten Signature]*  
\_\_\_\_\_

By: Ed Bannhill, President

Signed, sealed and delivered in our presence:

*[Handwritten Signature]*  
\_\_\_\_\_

Witness Signature

Print Name: Stefanie Lollis

*[Handwritten Signature]*  
\_\_\_\_\_

Witness Signature

Print Name: Robert W. Langley

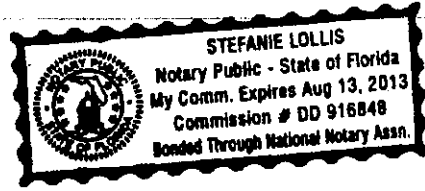
State of Florida  
County of Orange

The foregoing instrument was acknowledged before me on 1/28/10, by Ed Bannhill who is the President of Banana Bay Homeowner's Association who is/are personally known to me or who has/have produced a valid driver's license as identification.

*[Handwritten Signature]*  
\_\_\_\_\_ Notary Public

Stefanie Lollis  
(Printed Name)

My Commission expires: \_\_\_\_\_



{Notarial Seal}

# SCHEDULE "A"

Parcel No. 9064

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East and being a portion of Tract "A", Banana Bay Estates, as recorded in Plat Book 23, Page 109 and Plat Book 36, Page 113 both of the Public Records of Orange County, Florida. Being more particularly described as follows:

BEGIN at the Southwest corner of said Tract "A"; thence run North 00°08'32" West along the West line of said Tract "A" and the Easterly right of way line of County Road 535 (Winter Garden - Vineland Road) for a distance of 45.87 feet; thence departing said East line and Westerly right of way line run North 89°42'19" East for a distance of 26.58 feet; thence run North 00°17'41" West for a distance of 115.50 feet; thence run North 50°20'19" East for a distance of 167.81 feet; thence run North 88°58'59" East for a distance of 55.24 feet; thence run North 32°07'31" East for a distance of 127.48 feet; thence run North 89°58'31" East for a distance of 134.41 feet; thence run South 00°01'29" East for a distance of 178.32 feet; thence run South 29°13'46" East for a distance of 117.71 feet to a point along the Easterly line of aforesaid Tract "A" also being the West line of Lot 24 of aforesaid Banana Bay Estates; thence run South 00°01'29" East along said Easterly line for a distance of 94.16 feet to a point along the South line of aforesaid Tract "A"; thence departing said Easterly line and said West line run South 89°42'18" West along said South line for a distance of 470.08 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 124,447 square feet or 2.857 acres, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • ( 407 ) 654-5355

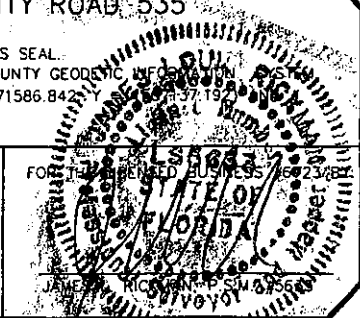
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODENIC NETWORK BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

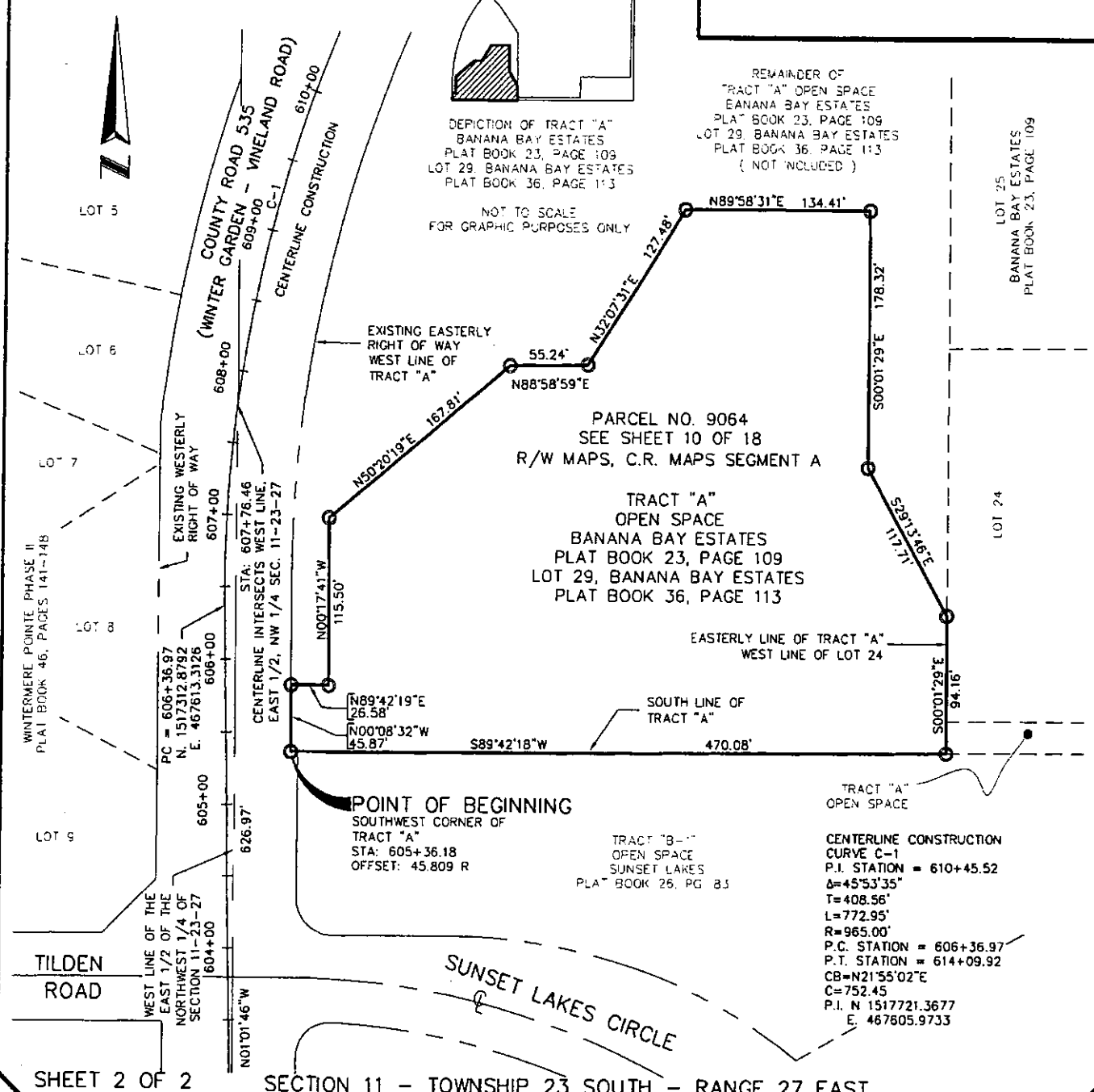
JOB NO. 24275  
 DATE: 03-10-07  
 SCALE: 1" = 100 FEET  
 FIELD BY: N/A

CALCULATED BY: RT  
 DRAWN BY: PJR  
 CHECKED BY: JLR



# SKETCH OF DESCRIPTION

Parcel No. 9064



SHEET 2 OF 2

SECTION 11 - TOWNSHIP 23 SOUTH - RANGE 27 EAST



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

### LEGEND:

- Δ DENOTES DELTA
- R DENOTES RADIUS
- CB DENOTES CHORD BEARING
- TB DENOTES TANGENT BEARING
- TAN DENOTES TANGENT
- L DENOTES LENGTH
- (P) DENOTES PLAT
- (C) DENOTES CALCULATED
- R/W DENOTES RIGHT OF WAY
- C DENOTES CENTERLINE
- STA. DENOTES STATION
- P.I. DENOTES POINT OF INTERSECTION
- P.T. DENOTES POINT OF TANGENCY
- P.C. DENOTES POINT OF CURVATURE
- DENOTES CHANGE IN DIRECTION
- C.R. DENOTES COUNTY ROAD

JOB NO. 24275  
DATE: 03-10-07  
SCALE: 1" = 100 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

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

CASE NO.: 2009-CA-35007-O  
DIVISION: 34

**ORANGE COUNTY, FLORIDA**, a  
political subdivision of the State of  
Florida,

Petitioner,

vs.

PARCELS: 1065, 1065A,  
9065 and 8065

**SUNSET LAKES OF WINDERMERE  
HOMEOWNERS' ASSOCIATION, INC.**,  
a Florida non-profit corporation, also known  
as Sunset Lakes of Windemere Homeowners'  
Association, Inc.,

Respondent.

DOCS 20110116383 B: 10181 P: 3901  
03/04/2011 02:02:17 PM Page 1 of 21  
Rec Fee: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: CLERK OF COURT CIVIL



**STIPULATED FINAL JUDGMENT**

**THIS CAUSE** having come on upon joint motion for the entry of a Final Judgment made by the Petitioner, ORANGE COUNTY, Florida, a political subdivision of the State of Florida ("ORANGE COUNTY"), Respondent, SUNSET LAKES OF WINDERMERE HOMEOWNERS' ASSOCIATION, INC., ("SUNSET LAKES"), and Respondents, DAN DELAURA AND AMANDA DELAURA, ("DELAURA"), and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court being fully advised in the premises, it is therefore,

**ORDERED AND ADJUDGED** that the Respondents, SUNSET LAKES and DELAURA,

Stipulated Final Judgment  
Case No. 2009-CA-35077-O

do have and recover of and from the Petitioner, ORANGE COUNTY, the sum of FIVE HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$576,900.00), in full payment for the property (designated Parcel 1065, 1065A, 9065 and 8065 herein) taken and for damages resulting to the remainder, and for all other damages and compensation of any nature, including all attorney's fees and costs; and, it is further,

**ORDERED** that within thirty (30) days the Petitioner, ORANGE COUNTY shall pay the sum of TWO HUNDRED FORTY-NINE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$249,300.00) into the trust account of Fixel, Maguire & Willis, 605 E. Robinson Street, Suite 140, Orlando, Florida 32801-2041, c/o Raymer F. Maguire, III, as attorneys for the Respondent, SUNSET LAKES, that amount being the difference between the full payment required by this Stipulated Final Judgment and the amount deposited pursuant to the Order of Taking, for proper disbursement to all respondents as their interests appear; and, it is further

**ORDERED**, that this Final Judgment is based on Petitioner's commitments that it intends to construct the project as shown in the right of way maps and construction plans which have been filed by Petitioner in this action. A copy of said right of way maps and construction plans have been initialed, dated and retained by all three attorneys representing the parties herein. In the event Petitioner fails to construct the project substantially in conformance with these right of way maps and construction plans, Respondents retain all rights and remedies pursuant to *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So. 2d 323 (Fla. 4th DCA 1974) cert. denied 310 So. 2d 745 (Fla. 1975). By agreement of the parties there is no basis for the computation of attorney's fees for non-monetary benefits to the Respondents arising out of Petitioner's commitments in this paragraph.

**ORDERED** that title to the following described property, to wit:

SEE ATTACHMENT "A"

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made is approved, ratified and confirmed.


**DONE AND ORDERED** in Chambers at Orlando, Orange County, Florida this


28 day of February, 2011.

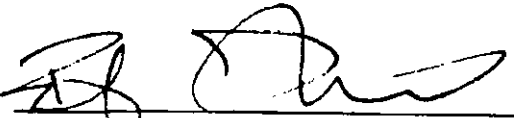
  
JOHN MARSHALL KEST  
Circuit Judge

**JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT**

The parties by and through the undersigned, respectfully move for the entry of the foregoing Stipulated Final Judgment.

  
Edward Martin Chew  
Senior Assistant County Attorney  
Florida Bar No. 242608  
Orange County Attorney's Office  
Litigation Section  
435 N. Orange Avenue, Suite 300  
Orlando, FL 32801  
Telephone (407) 836 - 7320  
Facsimile (407) 836 - 2178  
Attorney for Petitioner  
Orange County, Florida

  
Raymer F. Maguire, III  
Florida Bar No. 286885  
Fixel, Maguire & Willis  
605 E. Robinson Street, Suite 140  
Orlando, FL 32801-2041  
Telephone (407) 228-9522  
Facsimile (407) 228-9665  
Attorney for Respondent  
Sunset Lakes of Windermere  
Homeowners' Association, Inc.

  
Prineet B. Sharma  
Florida Bar No. 0154520  
Harris, Harris, Bauerle & Sharma

Stipulated Final Judgment  
Case No. 2009-CA-35077-O

1201 E. Robinson Street  
Orlando, FL 32801  
Telephone (407) 843-0404  
Facsimile (407) 843-0444  
Attorney for Respondents  
Dan and Amanda DeLaura

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy hereof has been furnished to **Edward Martin Chew**, Orange County Attorney's Office, 435 N. Orange Avenue, Suite 300, Orlando, Florida 32801, **Raymer F. Maguire, III**, Fixel, Maguire & Willis, 605 E. Robinson Street, Suite 140, Orlando, Florida 32801-2041, and **Prineet D. Sharma**, Harris, Harris, Bauerle & Sharma, 1201 East Robinson Street, Orlando, FL 32801, this 28<sup>th</sup> day of February, 2011.

  
\_\_\_\_\_  
Attorney/~~Judicial Assistant~~

# SCHEDULE "A"

Parcel No. 1065

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East and being a portion of Tract "B-2", Sunset Lakes, as recorded in Plat Book 26, Pages 83 through 87 of the Public Records of Orange County, Florida. Being more particularly described as follows:


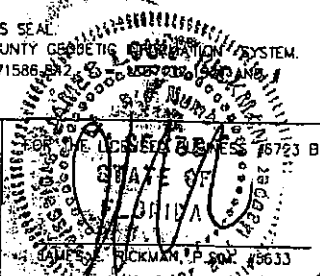
BEGIN at the Southwest corner of Tract "B-2" of said Sunset Lakes; thence run North 00°02'00" West along the Easterly right of way line of Winter Garden-Vineland Road, County Road 535, also being the Westerly line of said Tract "B-2" for a distance of 1056.39 feet; thence departing said Easterly right of way line run North 88°58'14" East for a distance of 5.00 feet; thence run South 00°02'00" East along a line parallel and 5.00 feet East of the aforesaid Easterly right of way line of Winter Garden-Vineland Road, County Road 535 and the Westerly line of said Tract "B-2" for a distance of 1056.45 feet; thence departing said parallel line run South 89°41'18" West for a distance of 5.00 feet to the aforesaid POINT OF BEGINNING.

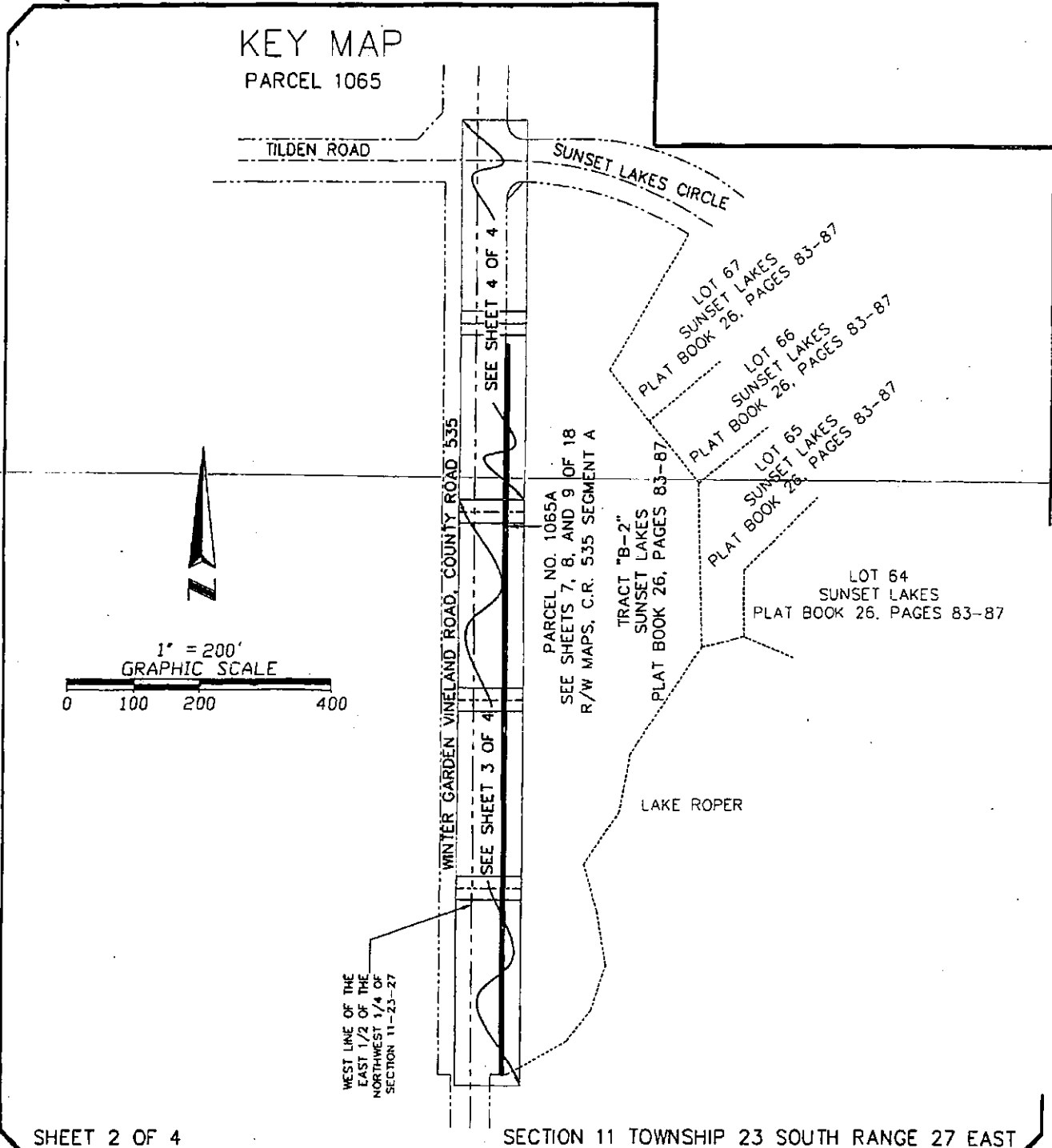
Said parcel contains 5,282.09 square feet, more or less.

## ATTACHMENT A

SHEET 1 OF 4

Revised 2-19-08 to show new Right-Of-Way line.

 <p><b>ALIBEN COMPANY</b> Professional Surveyors &amp; Mappers</p> <p>16 EAST PLANT STREET Winter Garden, Florida 32787 • (407) 654-5355</p>	<p><b>SURVEYOR'S NOTES:</b>      <b>SEGMENT A - COUNTY ROAD 535</b></p> <p>1. THIS IS NOT A SURVEY.                  2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.                  3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC REFERENCE SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.312, Y = 1491264.527 ) AND # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.</p>		
	JOB NO. 24275	CALCULATED BY: RT	
	DATE: 03-07-06	DRAWN BY: SM/BD	
	SCALE: 1" = 40 FEET	CHECKED BY: JLR	
	FIELD BY: N/A		



**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**LEGEND:**

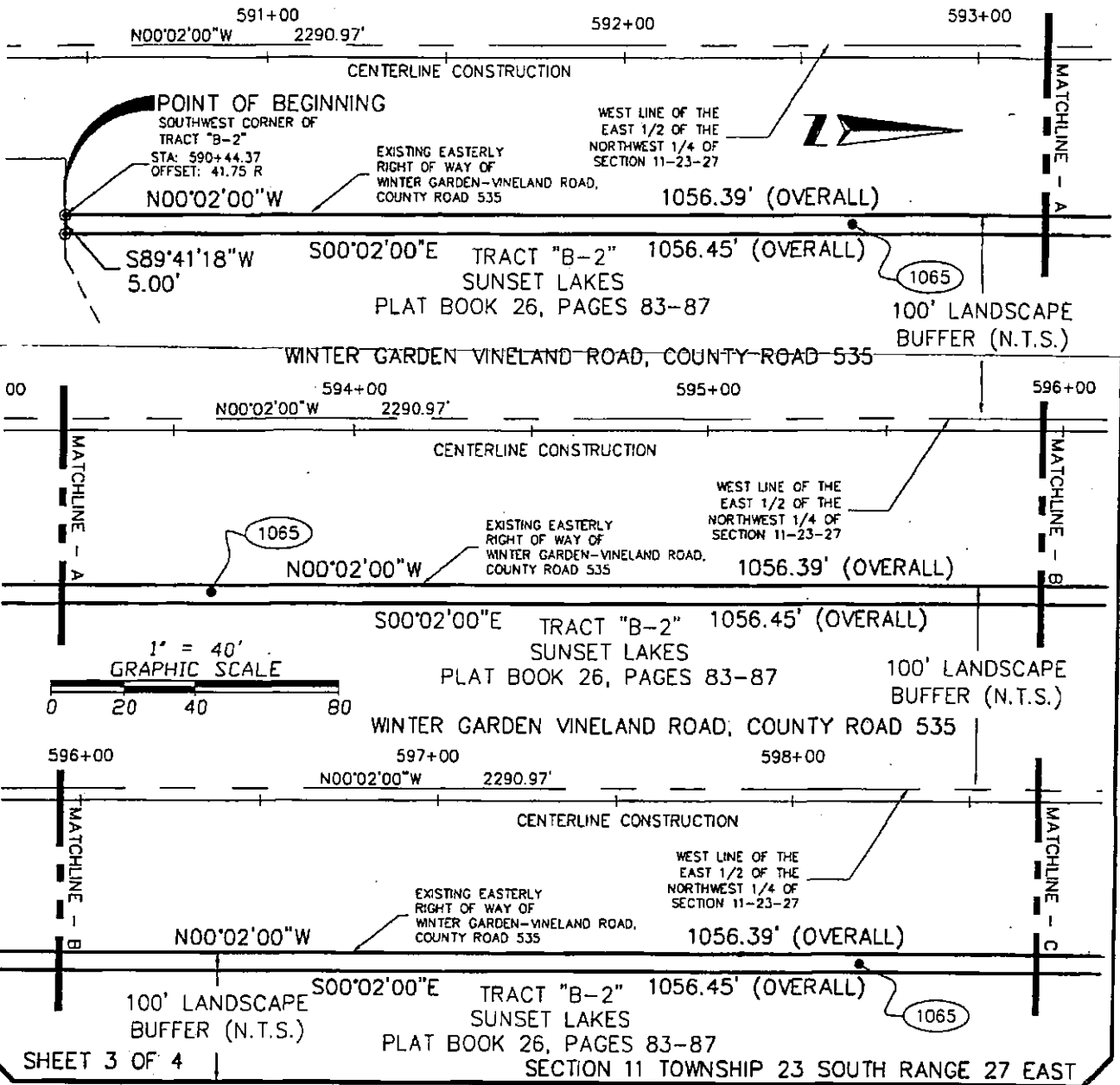
- DENOTES CHANGE IN DIRECTION
- (P) DENOTES PLAT
- (C) DENOTES CALCULATED
- R/W DENOTES RIGHT OF WAY
- ⊕ DENOTES CENTERLINE
- STA. DENOTES STATION
- C.R. DENOTES COUNTY ROAD

JOB NO. 24275	CALCULATED BY: RT	<b>COUNTY ROAD 535 SEGMENT A</b>
DATE: 03-07-06	DRAWN BY: SM/BD	
SCALE: 1" = 200 FEET	CHECKED BY: JLR	
FIELD BY: N/A		

# SKETCH OF DESCRIPTION

Parcel No. 1065

WINTER GARDEN VINELAND ROAD, COUNTY ROAD 535



SHEET 3 OF 4



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 854-5355

LEGEND:

- DENOTES CHANGE IN DIRECTION
- (P) DENOTES PLAT
- (C) DENOTES CALCULATED
- R/W DENOTES RIGHT OF WAY
- ⊔ DENOTES CENTERLINE
- STA. DENOTES STATION

JOB NO. 24275

CALCULATED BY: RT

DATE: 03-07-06

DRAWN BY: SM/BD

SCALE: 1" = 40 FEET

CHECKED BY: JLR

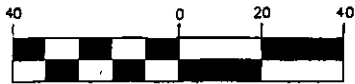
FIELD BY: N/A

COUNTY ROAD 535  
SEGMENT A

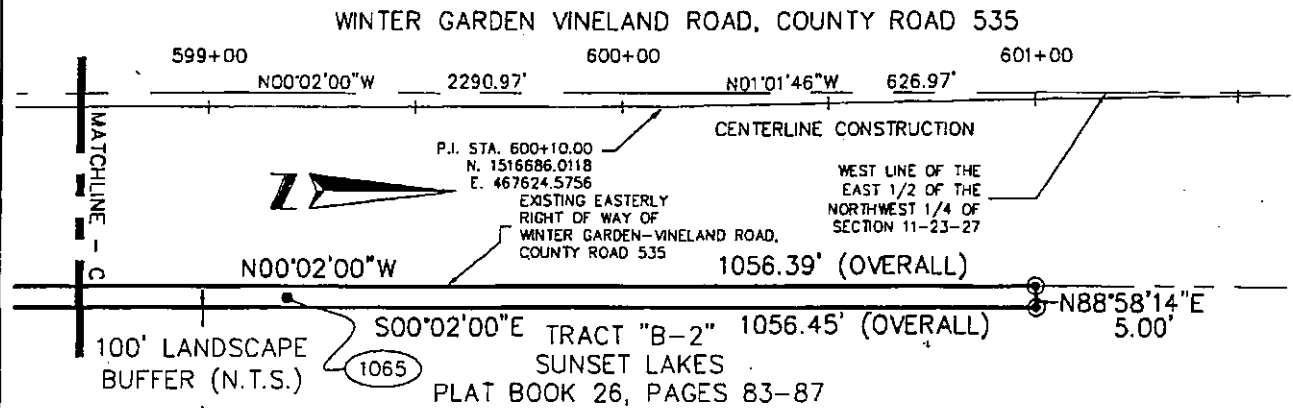
# SKETCH OF DESCRIPTION

Parcel No. 1065

## GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.



SHEET 4 OF 4

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
Winter Garden, Florida 32787 \* (407) 654-5355

### LEGEND:

R DENOTES RADIUS  
L DENOTES LENGTH  
TAN DENOTES TANGENT  
C DENOTES CHORD  
CB DENOTES CHORD BEARING  
Δ DENOTES DELTA

⊙ DENOTES CHANGE IN DIRECTION  
(P) DENOTES PLAT  
(C) DENOTES CALCULATED  
R/W DENOTES RIGHT OF WAY  
⊕ DENOTES CENTERLINE

STA. DENOTES STATION

JOB NO. 24275  
DATE: 03-07-06  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: SM/BD  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 1065**

**FEE SIMPLE**

Parcel 1065: the interest being acquired is fee simple.

---

# SCHEDULE "A"

Parcel No. 1065A

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East and being a portion of Tract "B-2", Sunset Lakes, as recorded in Plat Book 26, Pages 83 through 87 of the Public Records of Orange County, Florida. Being more particularly described as follows:

Commence at the Southwest corner of Tract "B-2" of said Sunset Lakes; thence run North 00°02'00" West along the Easterly right of way line of Winter Garden-Vineland Road, County Road 535, also being the Westerly line of said Tract "B-2" for a distance of 1279.71 feet to THE POINT OF BEGINNING; Thence continue along the aforementioned Easterly right of way line of Winter Garden-Vineland Road, County Road 535 a distance of 1.51 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence departing said Easterly right of way line run Northeasterly along said curve and the Northerly line of said Tract "B-2" through a central angle of 92°00'40" for an arc distance of 40.15 feet; thence departing said Northerly line run South 44°17'59" West for a distance of 37.03 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 208.97 square feet, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

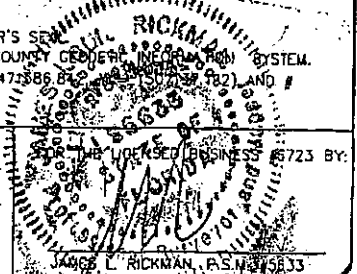
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GENERAL NEIGHBORHOOD SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 472886.812, Y = 1491254.527 ) AND # 144 ( X = 476871.124, Y = 1491254.527 ) BEARING BEING N 18°24' 49" W.

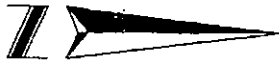
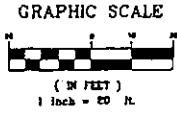
JOB NO. 24275  
 DATE: 02-19-08  
 SCALE: N/A  
 FIELD BY: N/A

CALCULATED BY: RT  
 DRAWN BY: BD  
 CHECKED BY: JLR



# SKETCH OF DESCRIPTION

Parcel No. 1065A

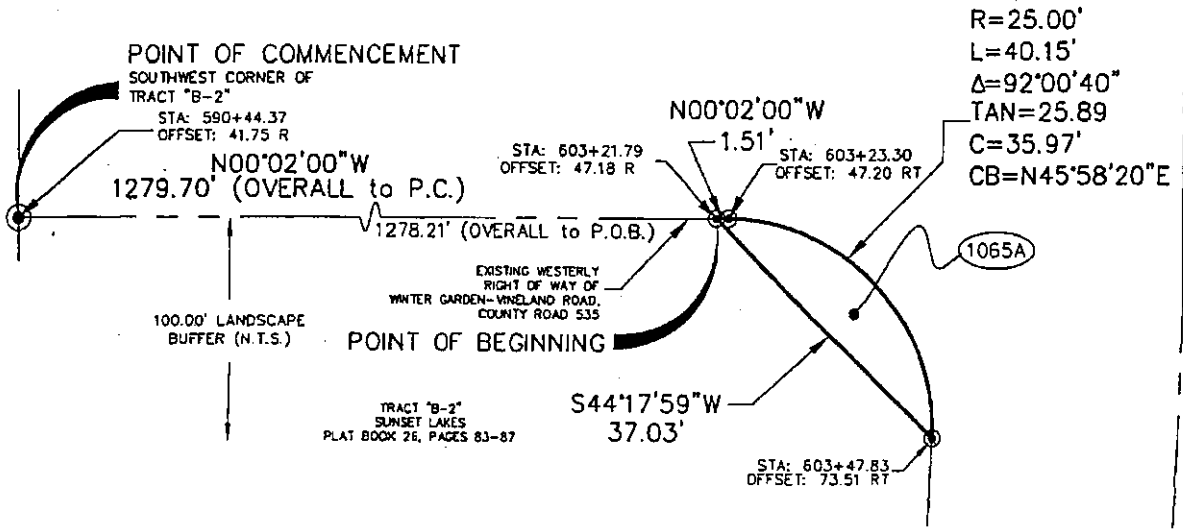


WINTER GARDEN VINELAND ROAD, COUNTY ROAD 535

603+00

CENTERLINE CONSTRUCTION

WEST LINE OF THE  
EAST 1/2 OF THE  
NORTHWEST 1/4 OF  
SECTION 11-23-27



SHEET 2 OF 2

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**LEGEND:**

R DENOTES RADIUS  
L DENOTES LENGTH  
TAN DENOTES TANGENT  
C DENOTES CHORD  
CB DENOTES CHORD BEARING  
Δ DENOTES DELTA

⊙ DENOTES CHANGE IN DIRECTION  
(P) DENOTES PLAT  
(C) DENOTES CALCULATED  
R/W DENOTES RIGHT OF WAY  
⊕ DENOTES CENTERLINE

STA. DENOTES STATION

JOB NO. 24275  
DATE: 02-19-08  
SCALE: 1" = 20 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: BD  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 1065A**

**FEE SIMPLE**

Parcel 1065A: the interest being acquired is fee simple.

---

# SCHEDULE "A"

Parcel No. 9065

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East and being a portion of Tract "B-2", Sunset Lakes, as recorded in Plat Book 26, Pages 83 through 87 of the Public Records of Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Southwest corner of Tract "B-2" of said Sunset Lakes; thence run North 89°41'18" East along the South line of said Tract "B-2" for a distance of 5.00 feet to a point on a line parallel with and 5.0 feet East of the West line of said Tract "B-2", also being the POINT OF BEGINNING; thence departing said Southerly line run North 00°02'00" West along said parallel line for a distance of 670.35 feet; thence departing said parallel line run North 90°00'00" East for a distance of 38.19 feet; thence run North 00°00'00" East for a distance of 361.15 feet; thence run North 89°58'02" East for a distance of 115.43 feet to a point on the Easterly line of aforesaid Tract "B-2"; thence run South 39°35'50" East along said Easterly line for a distance of 214.30 feet; thence run South 01°26'24" East for a distance of 239.20 feet; thence run South 33°48'08" West for a distance of 10.53 feet; thence departing said Easterly line run South 61°34'51" West for a distance of 97.58 feet; thence run South 17°06'55" West for a distance of 46.00 feet; thence run South 18°15'53" East for a distance of 28.78 feet; thence run South 25°13'46" West for a distance of 45.27 feet; thence run South 09°08'36" West for a distance of 58.08 feet; thence run South 16°24'57" West for a distance of 36.37 feet; thence run South 35°42'23" West for a distance of 71.09 feet; thence run South 18°05'36" East for a distance of 10.76 feet; thence run South 03°21'45" East for a distance of 50.71 feet; thence run South 05°30'09" East for a distance of 49.84 feet; thence run South 12°53'46" East for a distance of 68.70 feet to a point on aforesaid Easterly line; thence run South 17°56'57" West along said Easterly line for a distance of 39.73 feet; thence run South 39°26'57" West for a distance of 59.41 feet; thence run South 61°19'10" West for a distance of 101.78 feet to a point on aforesaid South line of Tract "B-2"; thence departing said Easterly line run North 89°41'18" West along said South line for a distance of 6.48 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 189,014 square feet or 4.339 acres, more or less.

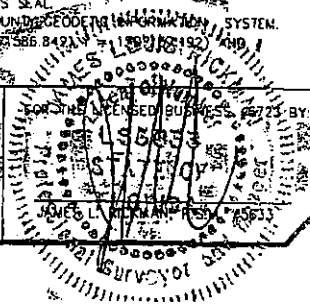
SHEET 1 OF 6



**SURVEYOR'S NOTES:** SEGMENT A - COUNTY ROAD 535 REV 5-27-09

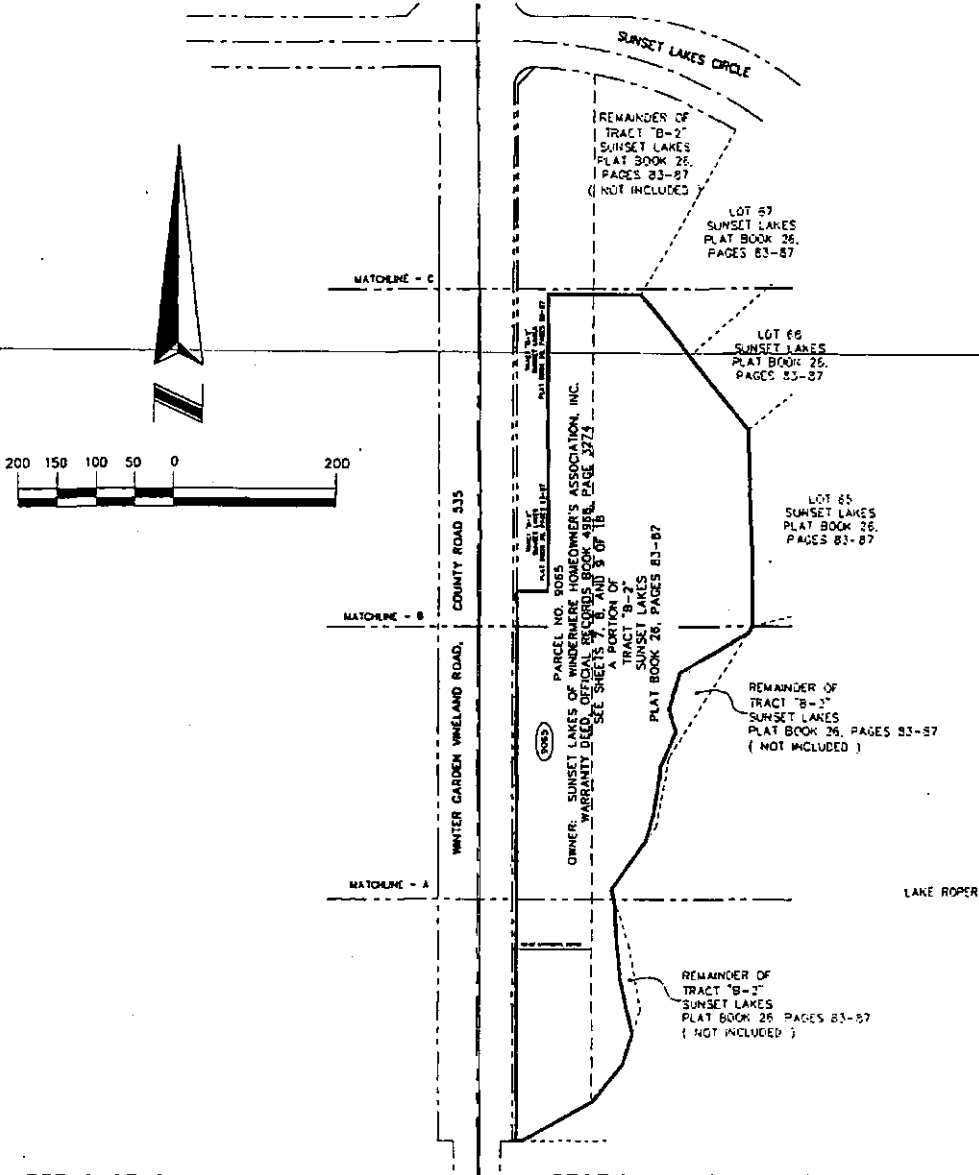
1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC CONTROL SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 725866.842, Y = 1189188.192 ) AND # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275	CALCULATED BY: RT
DATE: 5-09-07	DRAWN BY: PJR
SCALE: 1" = 60 FEET	CHECKED BY: JLR
FIELD BY: N/A	



# SKETCH OF DESCRIPTION

Parcel No. 9065



SHEET 2 OF 6

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
 Winter Garden, Florida 32787 • (407) 654-5355

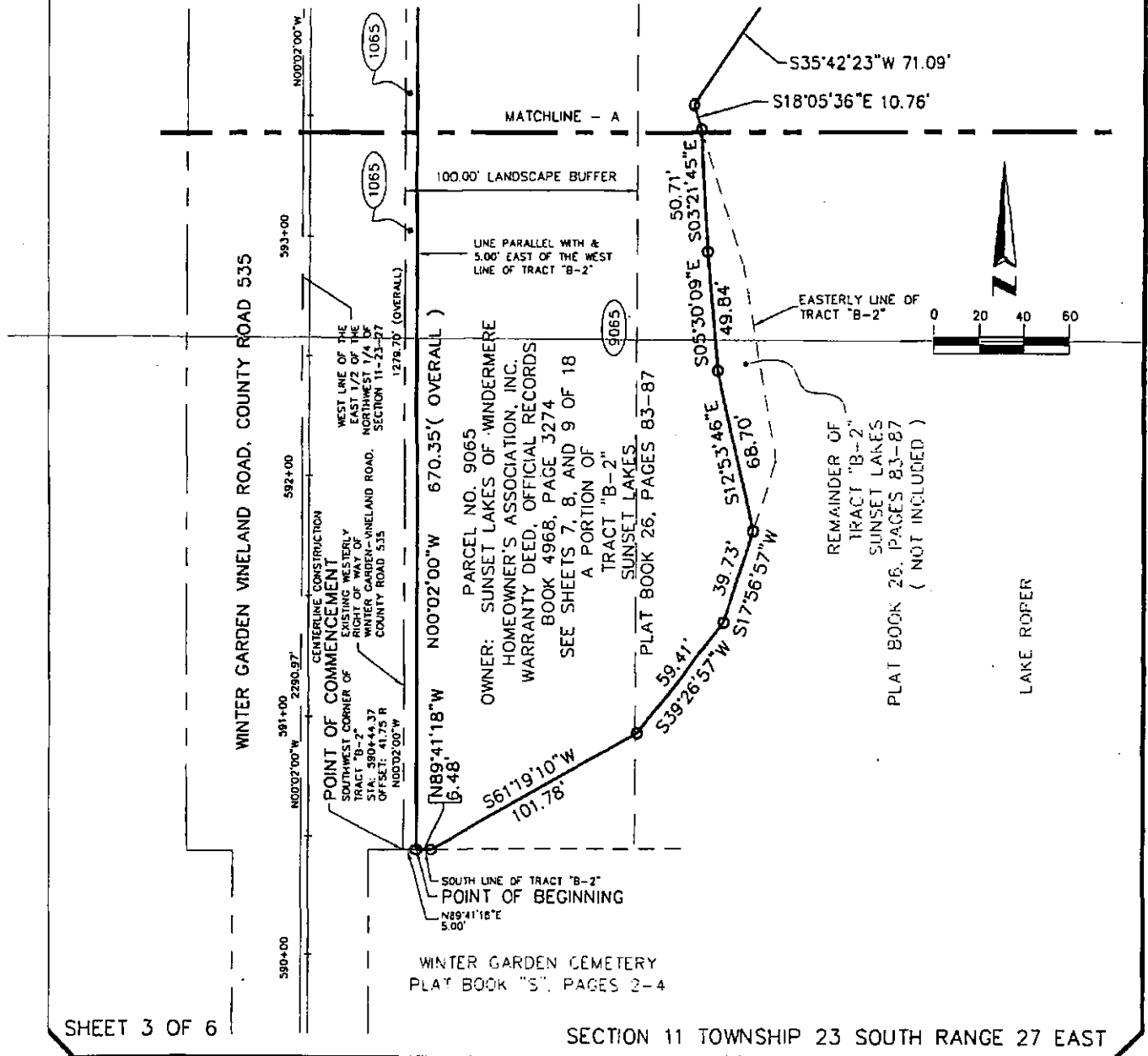
- LEGEND:**
- DENOTES CHANGE IN DIRECTION
  - (P) DENOTES PLAT
  - (C) DENOTES CALCULATED
  - R/W DENOTES RIGHT OF WAY
  - ⊙ DENOTES CENTERLINE
  - STA. DENOTES STATION

JOB NO. 24275	CALCULATED BY: RT
DATE: 03-09-07	DRAWN BY: PJR
SCALE: 1" = 200 FEET	CHECKED BY: JLR
FIELD BY: N/A	

COUNTY ROAD 535  
 SEGMENT A

# SKETCH OF DESCRIPTION

Parcel No. 9065



SHEET 3 OF 6

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
Winter Garden, Florida 32787 \* (407) 654-5355

**LEGEND:**

- DENOTES CHANGE IN DIRECTION      STA. DENOTES STATION
- (P) DENOTES PLAT
- (C) DENOTES CALCULATED
- R/W DENOTES RIGHT OF WAY
- ⊥ DENOTES CENTERLINE

JOB NO. 24275  
DATE: 03-09-07  
SCALE: 1" = 60 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A







**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 9065**

**FEE SIMPLE**

Parcel 9065: the interest being acquired is fee simple.

---

# LEGAL DESCRIPTION SCHEDULE "A"

Parcel No. 8065

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 11; thence run North 00°02'00" West along the West line of said Northeast 1/4 for a distance of 239.27 feet; thence departing said West line run North 89°58'00" East for a distance of 50.00 feet to the POINT OF BEGINNING; thence run North 00°02'00" West for a distance of 20.63 feet; thence run South 75°48'52" East for a distance of 39.54 feet; thence run South 00°00'00" East for a distance of 20.63 feet; thence run North 75°48'52" West for a distance of 39.53 feet to the POINT OF BEGINNING.

Containing 791 sq. ft. or 0.018 acres more or less

SHEET 1 OF 2



16 EAST PLANT STREET  
Water Garden, Florida 32787 • (407) 654-5355

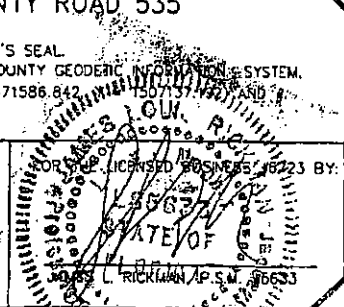
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1507137.881 ) AND # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
 DATE: 07-24-07  
 SCALE: N/A  
 FIELD BY: N/A

CALCULATED BY: RT  
 DRAWN BY: EJC  
 CHECKED BY: JLB



# SKETCH OF DESCRIPTION

PARCEL No. 8065

WINDWARD CAY  
OFFICE PARK CONDOMINIUM  
OR. 7658, PG. 465

LOT 3  
WINDWARD CAY EAST  
P.B. 57, PGS. 141-142

OWNER: COLONIAL BANK N.A.  
PARCEL ID: 11-23-27-9168-00-030

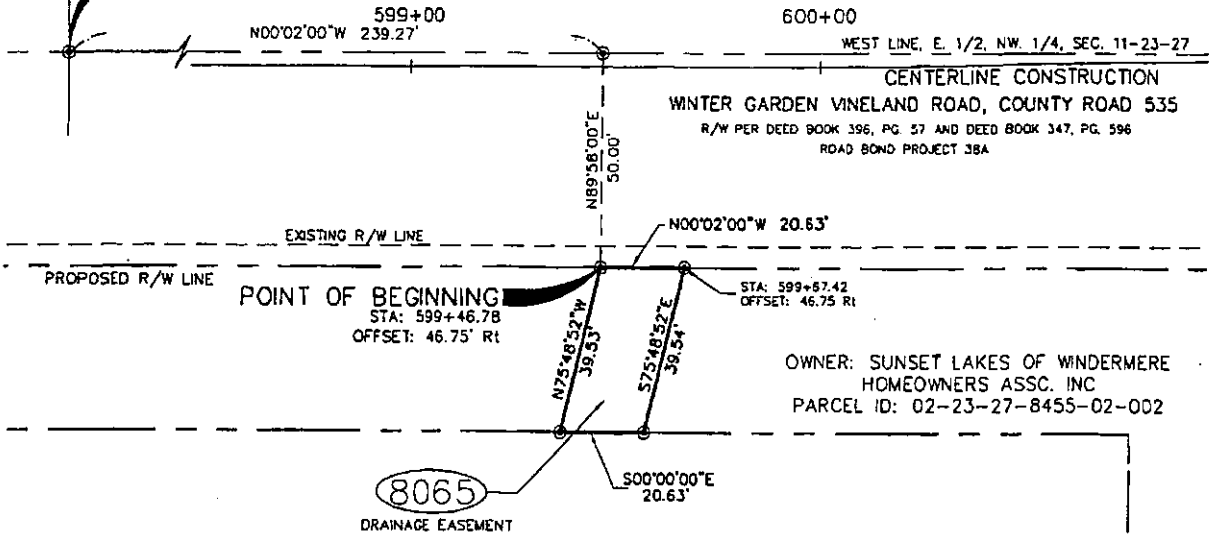
SOUTH LINE OF WINDWARD CAY EAST



EXISTING R/W LINE

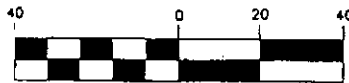
## POINT OF COMMENCEMENT

Southwest Corner of the  
Northeast 1/4, Northwest 1/4  
Section 11-23-27



WINTER GARDEN VINELAND ROAD, COUNTY ROAD 535  
R/W PER DEED BOOK 396, PG. 57 AND DEED BOOK 347, PG. 596  
ROAD BOND PROJECT 38A

OWNER: SUNSET LAKES OF WINDERMERE  
HOMEOWNERS ASSC. INC  
PARCEL ID: 02-23-27-8455-02-002



( IN FEET )

1 inch = 40 ft.

SHEET 2 OF 2

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

### LEGEND:

- ⊙ DENOTES CHANGE IN DIRECTION      PGS. DENOTES PAGES
- STA. DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- P.B. DENOTES PLAT BOOK

JOB NO. 24275  
DATE: 07-26-07  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: EJ  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

**LEGAL DESCRIPTION**


**PROJECT: PARCEL 118 - CITY OF WINTER GARDEN ROAD TRANSFERS**

*THIS IS NOT A SURVEY*

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION:**

All that part of County Road No. 535 (also known as Winter Garden Vineland Road) from the West 1/4 Corner of Section 2, Township 23 South, Range 27 East, Orange County, Florida, along the North line of the Southwest 1/4 of said Section 2 to the North right-of-way line of Lake Butler Boulevard, as shown on Orange County Project No. 5066, Segment "A"; lying in Section 2, Township 23 South, Range 27 East, Orange County, Florida; being more particularly described as follows:



DANIEL L. WHITTAKER,  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5648  
DATE: 10/20/2025


I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Commence at the West 1/4 Corner of Section 2, Township 23 South, Range 27 East, Orange County, Florida; Thence run N89°42'38"E, a distance of 1969.36 feet along the North line of the Southwest 1/4 of said Section 2 to the Westerly Right-of-Way line of Orange County Project No. 5066, C.R. 535 - Segment A and the **POINT OF BEGINNING**; thence continue along said North line N89°42'38"E, a distance of 104.69 feet to the Easterly Right-of-Way of said C.R. 535; thence along said Easterly Right-of-Way line the following twenty six (26) courses: S17°30'04"E, a distance of 948.58 feet to the point of curvature of a non-tangent curve with a radius of 1004.93 feet, concave to the West; thence Southeasterly along said curve to the right through a central angle of 08°08'59", an arc length of 142.94 feet where the chord bears S13°25'09"E a chord length of 142.82 feet to the point of intersection with a non-tangent line; thence S52°44'20"E, a distance of 24.30 feet ; thence S05°43'06"E, a distance of 80.36 feet; thence S40°17'36"W, a distance of 23.58 feet to a point on a non-tangent curve with a radius of 1004.93 feet, concave to the West; thence Southwesterly along said curve to the right through a central angle of 29°17'44", an arc length of 513.82 feet where the chord bears S11°45'33"W a chord length of 508.24 feet to the point of intersection with a non-tangent line; thence S89°46'20"W, a distance of 1.68 feet; thence S31°24'43"W, a distance of 63.90 feet to a point on a non-tangent curve with a radius of 999.93 feet, concave to the Northwest; thence Southwesterly along said curve to the right through a central angle of 14°45'23", an arc length of 257.53 feet where the chord bears S37°28'43"W, a chord length of 256.82 feet to the point of intersection with a non-tangent line; thence S44°51'49"W, a distance of 668.06 feet to the point of curvature of a curve with a radius of 909.93 feet, concave to the Southeast; thence Southwesterly along said curve to the left through a central angle of 45°00'21", an arc length of 714.75 feet where the chord bears S22°21'38"W a chord length of 696.52 feet to a point of tangency; thence S00°08'33"E, a distance of 119.17 feet; thence N88°37'59"E, a distance of 5.09 feet; thence S00°02'00"E, a distance of 102.24 feet to the point of curvature of a non-tangent curve with a radius of 25.00 feet, concave to the Northeast; thence Southeasterly along said curve to the left through a central angle of 88°10'55", an arc length of 38.48 feet where the chord bears S45°56'42"E a chord length of 34.79 feet to the point of

**DESCRIPTION CONTINUED ON SHEET 2 OF 5**

PREPARED FOR:  
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 2, 3, 4 AND 5 OF 5

FIELD DATE: N/A	DATE: 09/04/2025	SECTION: 2,11	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM / TW (WSP)	REVISIONS:	TOWNSHIP: 23S			
CHECKED BY: C. GARDINER	10/20/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 1 OF 5			9240

P:\637A\2025\US-EI-Y21901A-2.6519-OC Winter Garden-Vineland Rd SODs\AutoCAD Civil 3D 2023\Winter Garden-Vineland Rd Parcel 118.dwg, 10/20/2025 10:09:40 AM

**LEGAL DESCRIPTION**

**PROJECT: PARCEL 118 - CITY OF WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION CONTINUED:**

intersection with a non-tangent line; thence S00°52'13"E, a distance of 61.53 feet; thence S44°17'59"W, a distance of 29.88 feet; thence S00°02'00"E, a distance of 1283.29 feet; thence S89°41'18"W, a distance of 2.50 feet; thence S00°02'00"E, a distance of 619.06 feet; thence S30°02'00"E, a distance of 15.00 feet; thence S00°02'00"E, a distance of 11.61 feet; thence S19°14'36"E, a distance of 63.43 feet; thence S44°49'26"W, a distance of 40.23 feet; thence S00°01'49"E, a distance of 923.79 feet; thence S00°24'12"W, a distance of 330.54 feet; thence departing aforesaid Easterly Right-of-Way line of C.R. 535, run S89°42'50"W, a distance of 120.00 feet to the aforementioned Westerly Right-of-Way line of C.R. 535; thence along said Westerly Right-of-Way line the following twenty-four (24) courses: N00°01'49"W, a distance of 63.51 feet; thence N02°13'09"E, a distance of 598.53 feet; thence N89°42'01"E, a distance of 1.51 feet; thence N00°01'49"W, a distance of 591.04 feet; thence N44°59'48"W, a distance of 43.31 feet; thence N05°55'10"E, a distance of 60.33 feet; thence N45°08'59"E, a distance of 34.33 feet; thence N00°02'00"W, a distance of 1899.12 feet; thence N48°11'31"W, a distance of 25.16 feet; thence S89°58'41"W, a distance of 10.17 feet; thence N00°02'00"W, a distance of 7.77 feet; thence N12°42'00"W, a distance of 62.42 feet; thence N44°52'43"E, a distance of 53.26 feet; thence N00°02'00"W, a distance of 314.11 feet to a point on a non-tangent curve with a radius of 1009.93 feet, concave to the Southeast; thence Northeasterly along said curve through a central angle of 14°01'07", an arc length of 247.10 feet where the chord bears N12°51'36"E a chord length of 246.48 feet to the point of intersection with a non-tangent line; thence N00°02'00"W, a distance of 32.63 feet; thence N89°42'39"E, a distance of 15.92 feet to a point on a non-tangent curve with a radius of 1055.00 feet, concave to the Southeast; thence Northeasterly along said curve to the right through a central angle of 23°06'37", an arc length of 425.53 feet where the chord bears N33°23'50"E a chord length of 422.66 feet to a point of tangency; thence N44°57'08"E, a distance of 741.97 feet to a point on a non-tangent curve with a radius of 904.93 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 03°56'11", an arc length of 62.17 feet where the chord bears N36°48'38"E a chord length of 62.16 feet to the point of intersection with a non-tangent line; thence N00°02'52"W, a distance of 12.20 feet; thence N89°57'08"E, a distance of 8.36 feet to a point on a non-tangent curve with a radius of 904.93 feet, concave to the West; thence Northeasterly along said curve through a central angle of 51°24'27", an arc length of 811.93 feet where the chord bears N08°12'09"E a chord length of 784.97 feet to a point of tangency; thence N17°30'04"W, a distance of 979.57 feet to the **POINT OF BEGINNING**.

Containing 714873.37 square feet or 16.41 acres, more or less.


**SURVEYOR'S NOTES:**

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the North line of the Southwest 1/4 of Section 2, Township 23 South, Range 27 East of Orange County, Florida. Bearing being N89°42'38"E (Assumed).
6. This sketch of description is based upon Right-of-Way Map for Segment "A" of County Road #535, District No. 1, Capital Improvement Program (C.I.P.) Project #5066, prepared by Allen & Company, dated 10/18/2007.
7. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
8. This is not a Boundary Survey.

**THIS IS NOT A SURVEY**

**NOT VALID WITHOUT SHEETS 1, 3, 4 AND 5 OF 5**

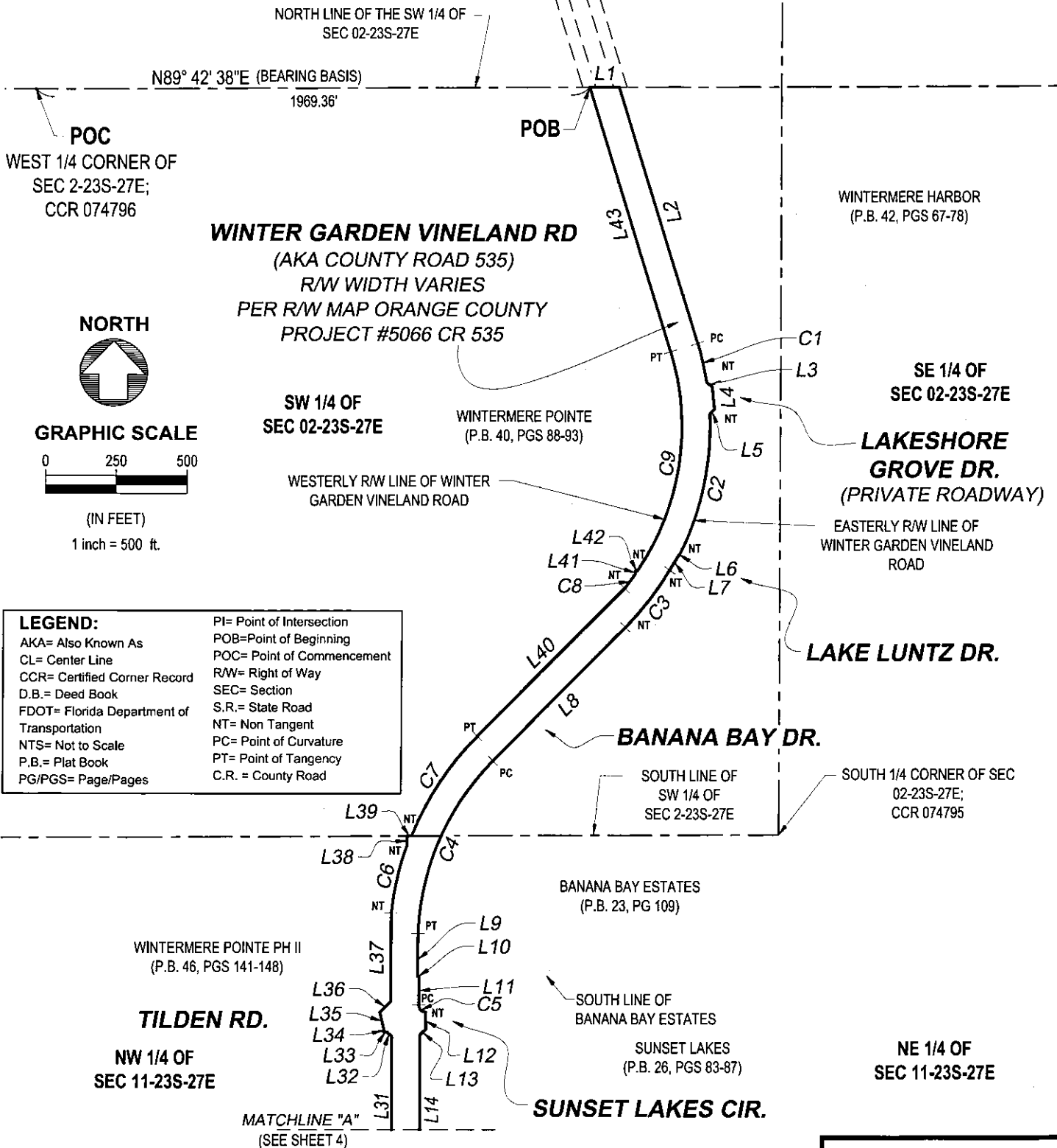
PREPARED FOR:  
REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 09/04/2025	SECTION: 2,11	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM / TW (WSP)		TOWNSHIP: 23S			
CHECKED BY: C. GARDINER	REVISIONS: 10/20/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 2 OF 5			9240

P:\6374\2025\UE-EL\Y21901A\_2-6519-OC Winter Garden-VineLand Rd SODs\AutoCAD Civil 3D 2022\Winter Garden-VineLand Rd Parcel 118.dwg, 10/20/2025 10:05:41 AM

**LEGAL DESCRIPTION**  
**PROJECT: PARCEL 118 - CITY OF**  
**WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



**NORTH**



**GRAPHIC SCALE**



(IN FEET)  
 1 inch = 500 ft.

**LEGEND:**

- AKA= Also Known As
- CL= Center Line
- CCR= Certified Corner Record
- D.B.= Deed Book
- FDOT= Florida Department of Transportation
- NTS= Not to Scale
- P.B.= Plat Book
- PG/PGS= Page/Pages
- PI= Point of Intersection
- POB=Point of Beginning
- POC= Point of Commencement
- R/W= Right of Way
- SEC= Section
- S.R.= State Road
- NT= Non Tangent
- PC= Point of Curvature
- PT= Point of Tangency
- C.R. = County Road

P:\6374\2025\US-EI-Y21901A-2-6519-OC Winter Garden-Vineland Rd SODA\AutoCAD Civil 3D 2023\Winter Garden-Vineland Rd Parcel 118.dwg, 10/20/2025 10:09:43 AM

**THIS IS NOT A SURVEY**

NOT VALID WITHOUT SHEETS 1, 2, 4 AND 5 OF 5

PREPARED FOR:  
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 09/04/2025
DRAWN BY: JFM / TW (WSP)	REVISIONS:
CHECKED BY: C. GARDINER	10/20/2025
APPROVED BY: D. WHITTAKER	

SECTION: 2,11
TOWNSHIP: 23S
RANGE: 27E
SHEET 3 OF 5

PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 836-7951



DRAWING SCALE: 1" = 500'
9240

**LEGAL DESCRIPTION**  
**PROJECT: PARCEL 118 - CITY OF**  
**WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

MATCHLINE "A" (SEE SHEET 3)

**WINTER GARDEN VINELAND RD**  
 PER R/W MAP ORANGE COUNTY  
 PROJECT #5066 CR 535

WINDWARD CAY  
 (P.B. 48, PGS 125-128)  
 WESTERLY R/W LINE OF WINTER  
 GARDEN VINELAND ROAD

SUNSET LAKES  
 (P.B. 26, PGS 83-87)

EASTERLY R/W LINE OF WINTER  
 GARDEN VINELAND ROAD

SHOPPES AT LAKE BUTLER  
 CONDOMINIUM UNIT 2

SOUTH LINE OF SUNSET  
 LAKES

WINTER GARDEN CEMETERY

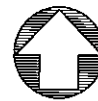
SOUTH LINE NW 1/4 OF  
 SEC 11-23S-27E

**LAKE BUTLER BLVD.**

WOODBIDGE  
 COMMERCE CENTER

WINTER GARDEN CEMETERY

NORTH



GRAPHIC SCALE



(IN FEET)

1 inch = 500 ft.

**LEGEND:**

- |  |                            |
|--|----------------------------|
| AKA= Also Known As                         | PI= Point of Intersection  |
| CL= Center Line                            | POB=Point of Beginning     |
| CCR= Certified Corner Record               | POC= Point of Commencement |
| D.B.= Deed Book                            | R/W= Right of Way          |
| FDOT= Florida Department of Transportation | SEC= Section               |
| NTS= Not to Scale                          | S.R.= State Road           |
| P.B.= Plat Book                            | NT= Non Tangent            |
| PG/PGS= Page/Pages                         | PC= Point of Curvature     |
|  | PT= Point of Tangency      |
|  | C.R. = County Road         |

**THIS IS NOT A SURVEY**

NOT VALID WITHOUT SHEETS 1, 2, 3 AND 5 OF 5

PREPARED FOR:

REAL ESTATE MANAGEMENT

FIELD DATE: N/A  
 DRAWN BY: JFM / TW (WSP)  
 CHECKED BY: C. GARDINER  
 APPROVED BY: D. WHITTAKER

DATE: 09/04/2025  
 REVISIONS:  
 10/20/2025

SECTION: 2,11  
 TOWNSHIP: 23S  
 RANGE: 27E  
 SHEET 4 OF 5

PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 836-7951



DRAWING SCALE:  
 1" = 500'  
 COUNTY PROJECT  
 NUMBER  
 9240

P:\6374\2025\US-El-Y21901A\_2\_6519-OC-Winter Garden-Vineland Rd 3D 2025\AutoCAD Civil 3D 2025\Winter Garden-Vineland Rd Parcel 118.dwg, 10/20/2025 10:09:54 AM

**LEGAL DESCRIPTION  
PROJECT: PARCEL 118 - CITY OF  
WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**Line Table**

Line #	Direction	Length
L1	N89°42'38"E	104.69'
L2	S17°30'04"E	948.58'
L3	S52°44'20"E	24.30'
L4	S05°43'06"E	80.36'
L5	S40°17'36"W	23.58'
L6	S89°46'20"W	1.68'
L7	S31°24'43"W	63.90'
L8	S44°51'49"W	668.06'
L9	S00°08'33"E	119.17'
L10	N88°37'59"E	5.09'
L11	S00°02'00"E	102.24'
L12	S00°52'13"E	61.53'
L13	S44°17'59"W	29.88'
L14	S00°02'00"E	1283.29'
L15	S89°41'18"W	2.50'
L16	S00°02'00"E	619.06'
L17	S30°02'00"E	15.00'
L18	S00°02'00"E	11.61'
L19	S19°14'36"E	63.43'
L20	S44°49'26"W	40.23'
L21	S00°01'49"E	923.79'
L22	S00°24'12"W	330.54'
L23	S89°42'50"W	120.00'
L24	N00°01'49"W	63.51'
L25	N02°13'09"E	598.53'
L26	N89°42'01"E	1.51'
L27	N00°01'49"W	591.04'
L28	N44°59'48"W	43.31'

**Line Table**

Line #	Direction	Length
L29	N05°55'10"E	60.33'
L30	N45°08'59"E	34.33'
L31	N00°02'00"W	1899.12'
L32	N48°11'31"W	25.16'
L33	S89°58'41"W	10.17'
L34	N00°02'00"W	7.77'
L35	N12°42'00"W	62.42'
L36	N44°52'43"E	53.26'
L37	N00°02'00"W	314.11'
L38	N00°02'00"W	32.63'
L39	N89°42'39"E	15.92'
L40	N44°57'08"E	741.97'
L41	N00°02'52"W	12.20'
L42	N89°57'08"E	8.36'
L43	N17°30'04"W	979.57'

**Curve Table**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	142.94	1004.93	08°08'59"	S13° 25' 09"E	142.82
C2	513.82	1004.93	29°17'44"	S11° 45' 33"W	508.24
C3	257.53	999.93	14°45'23"	S37° 28' 43"W	256.82
C4	714.75	909.93	45°00'21"	S22° 21' 38"W	696.52
C5	38.48	25.00	88°10'55"	S45° 56' 42"E	34.79
C6	247.10	1009.93	14°01'07"	N12° 51' 36"E	246.48
C7	425.53	1055.00	23°06'37"	N33° 23' 50"E	422.66
C8	62.17	904.93	03°56'11"	N36° 48' 38"E	62.16
C9	811.93	904.93	51°24'27"	N8° 12' 09"E	784.97

**THIS IS NOT A SURVEY**

**NOT VALID WITHOUT SHEETS 1, 2, 3 AND 4 OF 5**

PREPARED FOR:  
REAL ESTATE MANAGEMENT

FIELD DATE: N/A  
DRAWN BY: JFM / TW (WSP)  
CHECKED BY: C. GARDINER  
APPROVED BY: D. WHITTAKER

DATE: 09/04/2025  
REVISIONS: 10/20/2025

SECTION: 2,11  
TOWNSHIP: 23S  
RANGE: 27E  
SHEET 5 OF 5

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7951



DRAWING SCALE:  
N/A  
DRAWING NO.: 2025-001  
DATE: 10/20/2025  
9240

P:\6374\2025\US-EI-Y21901A\_2.6519-OC Winter Garden-Vineland Rd SODA\AutoCAD Civil 3D 2022\Winter Garden-Vineland Rd Parcel 118.dwg, 10/20/2025 10:10:00 AM

**LEGAL DESCRIPTION**

**PROJECT: PARCEL 119 - CITY OF WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION:**

All that part of Winter Garden Vineland Road (also known as County Road 535) from the North line of the Southwest 1/4 of Section 2, Township 23 South, Range 27 East, Orange County, Florida to the North right of way line of Western Beltway (also known as State Road No. 429; Being more particularly described as follows:

Commence at the West 1/4 Corner of Section 2, Township 23 South, Range 27 East, Orange County, Florida; Thence run N89°42'57"E, a distance of 1943.49 feet along the North line of the Southwest 1/4 of said Section 2 to the Westerly Right-of-Way line of C.R. 535 - Segment A Western Beltway State Road No. 429, project No. 75320+6460-654 and the **POINT OF BEGINNING**; thence along Westerly Right-of-Way line the following three (3) courses: N17°29'47"W, a distance of 637.51 feet; thence N11°46'56"W, a distance of 130.51 feet; thence N17°29'47"W, a distance of 493.54 feet to the North Right-of-Way of State Road 429; thence departing Westerly Right-of-Way line, run N63°24'44"E, a distance of 125.59 feet to a point on the Easterly Right-of-Way line of C.R. 535 according to the aforesaid Document #; thence along said Easterly Right-of-Way line the following three (3) courses: S17°29'47"E, a distance of 464.38 feet; thence S22°06'47"E, a distance of 161.35 feet; thence S17°29'47"E, a distance of 702.01 feet to the aforementioned North line of the Southwest 1/4 of Section 2; thence along said North line S89°42'57"W, a distance of 157.02 feet to the **POINT OF BEGINNING**.

Containing 179,768.60 square feet or 4.13 acres, more or less.

**SURVEYOR'S NOTES:**

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the North line of the Southwest 1/4 of Section 2, Township 23 South, Range 27 East of Orange County, Florida. Bearing being N89°42'57"E (Assumed).
6. This sketch of description is based upon the Right-of-Way Maps for Western Beltway, State Road 429, Project #75320-6460-654, prepared for Orlando - Orange County Expressway Authority by DRMP, dated August, 1999.
7. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
8. This is not a Boundary Survey.

DANIEL L. WHITTAKER,  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5648  
DATE: 10/20/2025

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**THIS IS NOT A SURVEY**

NOT VALID WITHOUT SHEET 2 OF 2

PREPARED FOR:  
REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 04/17/2025	SECTION: 2	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM / TW (WSP)	REVISIONS:	TOWNSHIP: 23S			COUNTY RECORDS
CHECKED BY: C. GARDINER	10/20/2025	RANGE: 27E			9240
APPROVED BYD. WHITTAKER		SHEET 1 OF 2			

P:\6374\2025\US-EL-V2-1901A\_L2-6519-OC Winter Garden-Vineland Rd SODA\AutoCAD Civil 3D 2022\Winter Garden-Vineland Rd Parcel 119.dwg, 10/20/2025 10:08:43 AM

**LEGAL DESCRIPTION**  
**PROJECT: PARCEL 119 - CITY OF**  
**WINTER GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**NORTH**



**GRAPHIC SCALE**



(IN FEET)  
 1 inch = 200 ft.

**STONEBROOK WEST PKWY**

NORTH RIGHT-OF-WAY LINE OF  
 WESTERN BELTWAY  
 (AKA S.R. 429)

NW 1/4 OF  
 SEC 02-23S-27E

**STONEBROOK WEST PKWY**

WESTERLY RIGHT-OF-WAY LINE OF  
 WINTER GARDEN VINELAND RD  
 PER DOCUMENT #20100433942

**WESTERN BELTWAY**  
 (AKA STATE ROAD NO. 429)  
 PROJECT NUMBER 75320-6460-654

NORTHERN LIMITS  
 OF S.R. 429

EASTERLY RIGHT-OF-WAY LINE OF  
 WINTER GARDEN VINELAND RD  
 PER DOCUMENT #20100433942

**WINTER GARDEN VINELAND RD**  
 (AKA C.R. 535)  
 R/W WIDTH VARIES

Line Table		
Line #	Direction	Length
L1	N17°29'47"W	637.51'
L2	N11°46'56"W	130.51'
L3	N17°29'47"W	493.54'
L4	N63°24'44"E	125.59'
L5	S17°29'47"E	464.38'
L6	S22°06'47"E	161.35'
L7	S17°29'47"E	702.01'
L8	S89°42'57"W	157.02'

**LEGEND:**

- AKA= Also Known As
- CL= Center Line
- CCR= Certified Corner Record
- D.B.= Deed Book
- FDOT= Florida Department of Transportation
- NTS= Not to Scale
- P.B.= Plat Book
- PG/PGS= Page/Pages
- PI= Point of Intersection
- POB=Point of Beginning
- POC= Point of Commencement
- R/W= Right of Way
- SEC= Section
- S.R.= State Road
- NT= Non Tangent
- PC= Point of Curvature
- PT= Point of Tangency
- C.R. = County Road

N89°42'57"E 1943.49'  
 (BEARING BASIS)

NORTH LINE OF THE SW 1/4 OF  
 SEC 02-23S-27E

SW 1/4 OF  
 SEC 02-23S-27E

**POC**

WEST 1/4 CORNER  
 SEC 02-23S-27E;  
 CCR 074796

**POB**

**THIS IS NOT A SURVEY**

NOT VALID WITHOUT SHEET 1 OF 2

PREPARED FOR:

REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 04/17/2025
DRAWN BY: JFM / TW (WSP)	REVISIONS: 10/20/2025
CHECKED BY: C. GARDINER	APPROVED BY: D. WHITTAKER

SECTION: 2	TOWNSHIP: 23S
RANGE: 27E	SHEET 2 OF 2

PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 836-7951



DRAWING SCALE: 1" = 200'
9240

## Appendix "C"

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

### **ASSIGNMENT**

**THIS ASSIGNMENT** (the "Assignment"), effective as of the day of execution, 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"), to the CITY of WINTER GARDEN, a municipal corporation under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Assignee").

**WHEREAS**, Assignor holds several easements identified in **Schedule "A"** attached hereto; and

**WHEREAS**, subject to the provisions herein, and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of portions of certain roads with an effective date of \_\_\_\_\_, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, duties, obligations, and interests in those instruments.

**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.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, duties, obligations, and interests under the instruments identified in **Schedule "A."**
3. **Assumption.** Assignee hereby assumes and accepts from Assignor all of Assignor's rights, duties, obligations and interests under the instruments identified in **Schedule "A,"** and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of those instruments.

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

IN WITNESS WHEREOF, the Assignor hereto has executed this Assignment as of the day and year below its signature.

**ASSIGNOR:**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings

Orange County Mayor

Date: \_\_\_\_\_, 2026

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

By: \_\_\_\_\_

Deputy Clerk

Print Name: \_\_\_\_\_

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**ASSIGNEE:**

CITY OF WINTER GARDEN, FLORIDA

By: City Commission

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

Attest: \_\_\_\_\_  
Ronisha Martin, Interim City Clerk

**Executed on:**

**(SEAL)**

**FOR USE AND RELIANCE ON**

**APPROVED AS TO FORM AND LEGALITY this \_\_\_ day of \_\_\_\_\_, 2026**

**By: \_\_\_\_\_  
A. Kurt Ardaman, City Attorney**

**APPROVED BY THE CITY OF WINTER GARDEN, FLORIDA AT THE CITY COMMISSION AT A MEETING HELD ON \_\_\_\_\_, 2026**

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**Schedule "A"**

1. Drainage Easement recorded at DOC# 20160163391, et seq., on March 31, 2016 (*for Winter Garden Vineland Road*)
2. Drainage Easement recorded at OR Book 10078, Page 9221, et seq., on July 22, 2010 (*for Winter Garden Vineland Road*)
3. Drainage Easement recorded at OR Book 10398, Page 1804, et seq., on June 25, 2012 (*for Winter Garden Vineland Road*)
4. Right-of-Way and Sidewalk Easement recorded at OR Book 10181, Page 192, et seq., (*for Winter Garden Vineland Road*)
5. Drainage Easement recorded at OR Book 10080, Page 9376, et seq., July 27, 2021 (*for Winter Garden Vineland Road*)

DOC # 20160163391  
03/31/2016 16:00 PM Page 1 of 11  
Rec Fee: \$0.00  
Deed Doc Tax: \$0.00  
Mortgage Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA  
Ret To: ORANGE COUNTY CLERK OF COURT  
RECORD

CASE NO.: 2009-CA-1479-O  
DIVISION: 33

ORANGE COUNTY, FLORIDA, a political  
subdivision of the State of Florida,


PARCELS: 1004, 8004 and 8004A

Petitioner,

v.

WEST ORANGE TOWNHOUSE LIMITED,  
a Florida limited partnership; VY Q. BUI;  
MARC MARINO, Vice President, Mooring  
Tax Asset Group as custodian for La  
Crescenta Management, LLC; WINDWARD  
CAY-WINTER GARDEN – HOMEOWNERS  
ASSOCIATION, INC. and EARL K. WOOD,  
ORANGE COUNTY TAX COLLECTOR.

Respondents.

FILED IN OPEN COURT  
THIS 20 DAY OF March, 20 16  
Clerk  
BY  D.C.

**STIPULATED FINAL JUDGMENT**

THIS CAUSE having come on upon joint motion for the entry of a Stipulated Final Judgment made by the Petitioner, ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("ORANGE COUNTY"), and the Respondent WEST ORANGE TOWNHOUSE LIMITED, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court being fully advised in the premises, it is therefore,

ORDERED AND ADJUDGED that the Respondent WEST ORANGE TOWNHOUSE LIMITED does have and recover of and from the Petitioner ORANGE COUNTY the sum of

ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), in full payment for the property (designated Parcels 1004, 8004, 8004A herein) taken and for damages resulting to the remainder, for experts' fees, attorneys' fees and costs and for all other compensation of any nature; and, it is further,

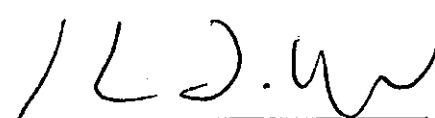
ORDERED AND DIRECTED that within thirty (30) days the Petitioner ORANGE COUNTY shall pay the sum of ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$146,800.00) into the Trust Account of Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP, c/o A. Kurt Ardaman, Esq., 1947 Lee Road, Winter Park, Florida 32789, as attorneys for the Respondent WEST ORANGE TOWNHOUSE LIMITED, that amount being the difference between the full payment required by this Stipulated Final Judgment and the amount deposited pursuant to the Order of Taking; and, it is further

ORDERED that title to the following described property, to wit:

SEE ATTACHMENT "A"

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made is approved, ratified and confirmed.

DONE AND ORDERED at Orange County Courthouse, Orlando, Florida this 30 day of March, 2016.

  
\_\_\_\_\_  
KEITH F. WHITE  
Circuit Judge

# SCHEDULE "A"

Parcel No. 1004

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

BEGIN at the Northeasterly corner of Tract B, Summerport Phase 1, according to the plat thereof as recorded in Plat Book 53, Pages 1 through 8 of the Public Records of Orange County, Florida; thence run North 00°01'49" West for a distance of 63.51 feet; thence run North 02°13'09" East for a distance of 598.53 feet to a point along the Southerly line of Tract A, Woodbridge Commerce Center, according to the plat thereof as recorded in Plat Book 54, Pages 126 and 127 of the Public Records of Orange County, Florida; thence run North 89°42'01" East along said Southerly line for a distance of 1.51 feet to the Southeasterly corner of said Tract A; thence departing said Southerly line continue North 89°42'01" East along the Westerly right of way line of Winter Garden-Vineland Road, County Road 535 for a distance of 20.00 feet; thence run South 00°01'49" East continuing along said Westerly right of way line for a distance of 661.48 feet; thence run South 89°42'59" West for a distance of 45.00 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains, 22,742.84 square feet, 0.522 acres, more or less.

SHEET 1 OF 2



**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

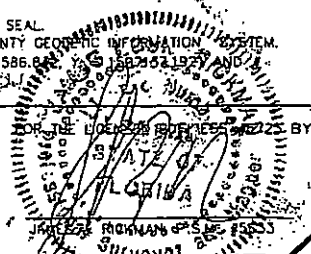
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 1271586.84, Y = 1567521.97 ) AND MONUMENT # 144 ( X = 476871.124, Y = 1491264.527. ) BEARING BEING N 18°24'49" W.

JOB NO. 24275  
DATE: 04-25-07  
SCALE: 1" = 100 FEET  
FIELD BY: N/A

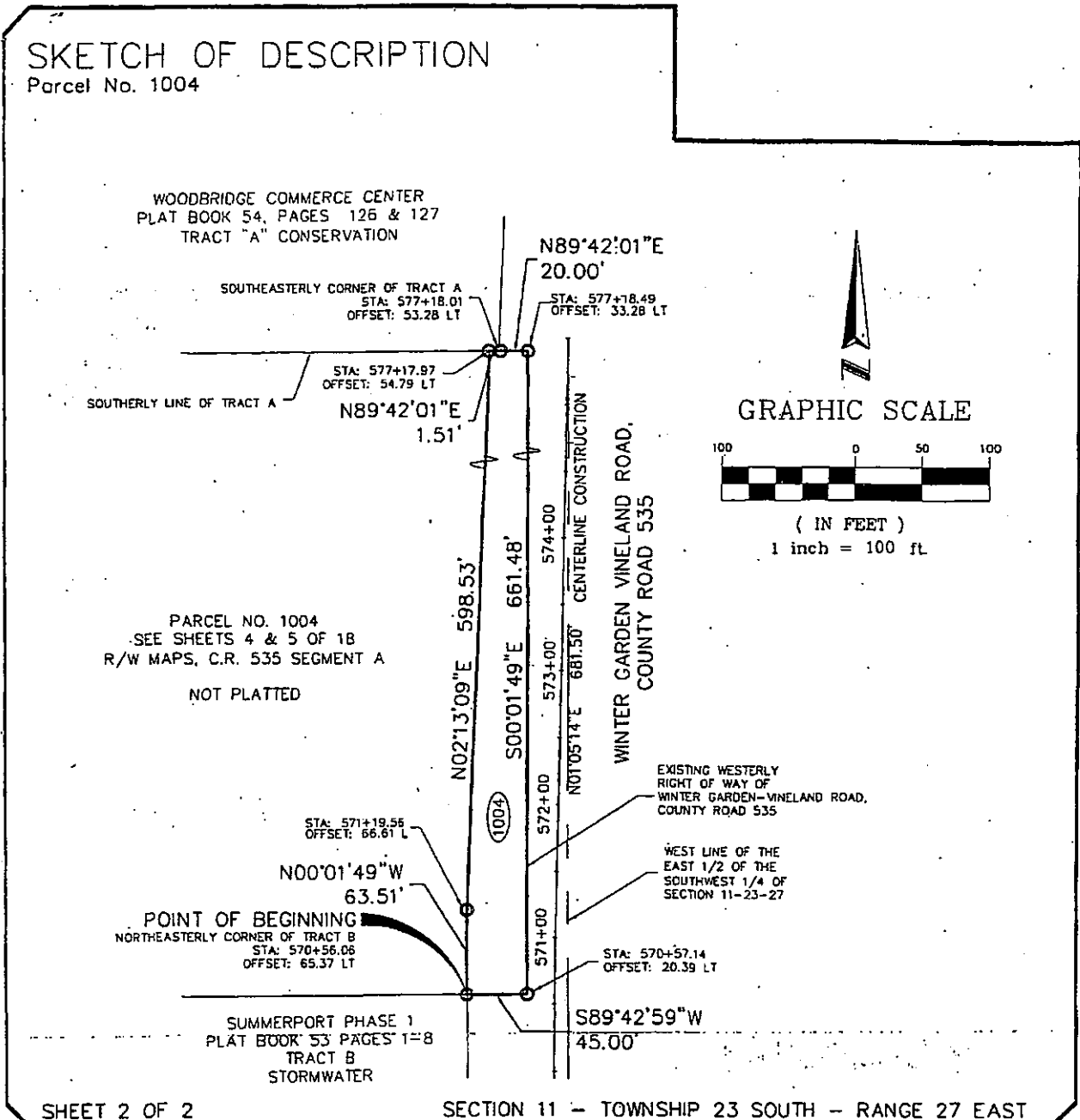
CALCULATED BY: RT  
DRAWN BY: SM  
CHECKED BY: JLR



STATE OF FLORIDA  
JAMES E. ROMAN, P.S.  
LICENSE NO. 12533

# SKETCH OF DESCRIPTION

Parcel No. 1004



SHEET 2 OF 2

SECTION 11 - TOWNSHIP 23 SOUTH - RANGE 27 EAST



<b>LEGEND:</b>		STA. DENOTES STATION
Δ DENOTES DELTA	L DENOTES LENGTH	P.I. DENOTES POINT OF INTERSECTION
R DENOTES RADIUS	(P) DENOTES PLAT	P.T. DENOTES POINT OF TANGENCY
CB DENOTES CHORD BEARING	(C) DENOTES CALCULATED	P.C. DENOTES POINT OF CURVATURE
TB DENOTES TANGENT BEARING	R/W DENOTES RIGHT OF WAY	○ DENOTES CHANGE IN DIRECTION
TAN DENOTES TANGENT	CL DENOTES CENTERLINE	P.O.B. DENOTES POINT OF BEGINNING
		C.R. DENOTES COUNTY ROAD

JOB NO. 24275	CALCULATED BY: RT
DATE: 04-25-07	DRAWN BY: SM
SCALE: 1" = 100 FEET	CHECKED BY: JAR
FIELD BY: N/A	

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 1004**

**FEE SIMPLE**

Parcel 1004: the interest being acquired is fee simple.

12/10/2007

Page 1 of 1

SCHEDULE A  
Page 3 of 9

# LEGAL DESCRIPTION

Parcel No. 8004

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence run South 89°42'59" West along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 11 for a distance of 75.00 feet to the POINT OF BEGINNING; thence run South 89°42'59" West along said South line for a distance of 30.00 feet; thence departing said South line, run North 00°01'49" West for a distance of 77.61 feet; thence run North 89°02'08" West for a distance of 53.45 feet; thence run North 01°40'35" East for a distance of 67.22 feet; thence run South 89°02'08" East for a distance of 84.62 feet; thence run South 02°13'09" West for a distance of 80.67 feet; thence run South 00°01'49" East for a distance of 63.51 feet to the POINT OF BEGINNING;

Containing 7,988 sq. ft. 0.18 acres more or less.

SHEET 1 OF 2

**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Keller Garden, Florida 32787 • (407) 634-5335

**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM, BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1491264.527 ) AND 144 ( X = 475871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275	CALCULATED BY: RT
DATE: 07-24-07	DRAWN BY: EJC
SCALE: N/A	CHECKED BY: JLR
FIELD BY: N/A	

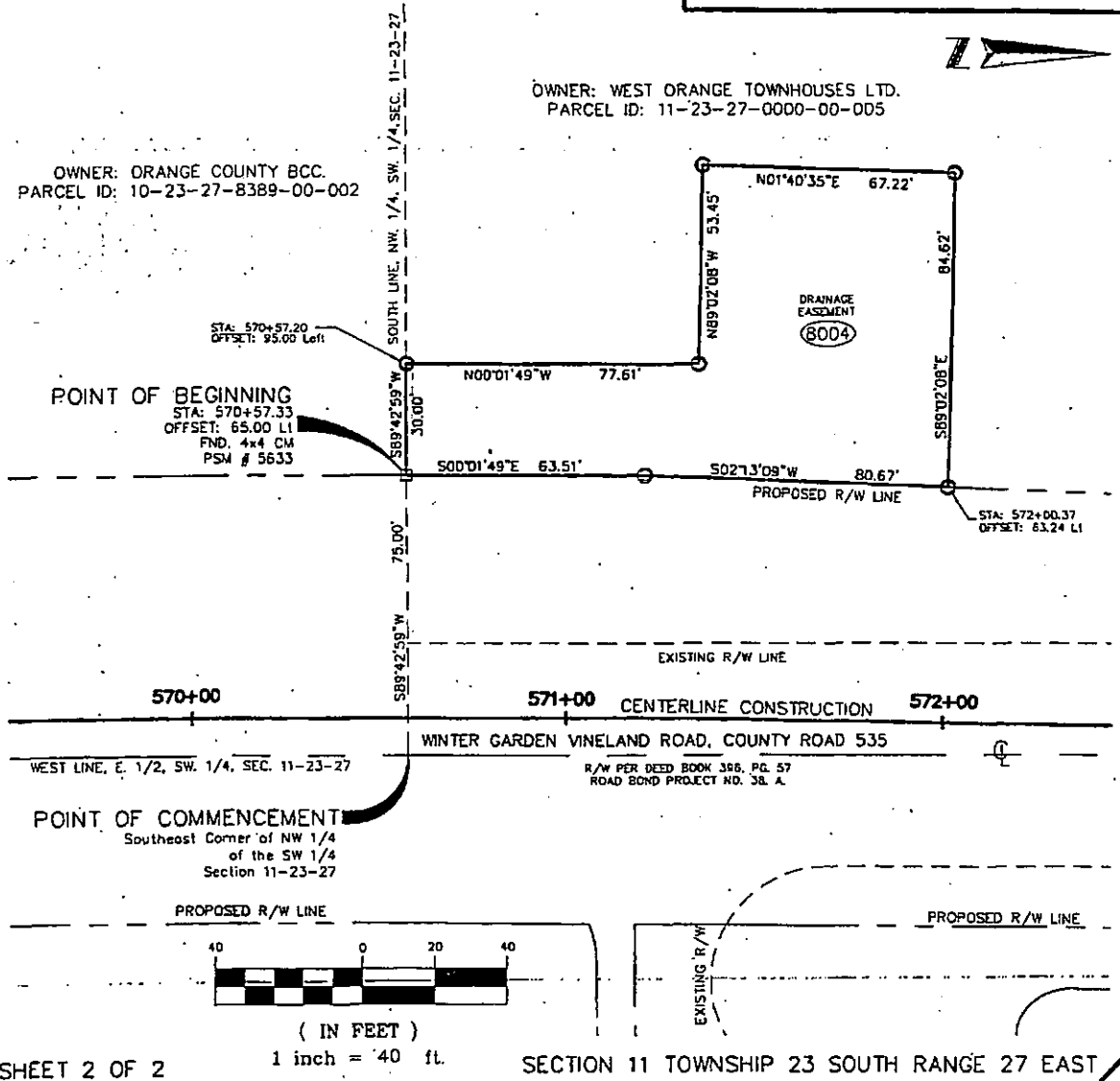
FOR THE PROFESSIONAL SURVEYOR'S SEAL  
JAMES R. DICKMAN  
STATE OF FLORIDA  
15893

# SKETCH OF DESCRIPTION

PARCEL No. 8004

OWNER: ORANGE COUNTY BCC.  
PARCEL ID: 10-23-27-8389-00-002

OWNER: WEST ORANGE TOWNHOUSES LTD.  
PARCEL ID: 11-23-27-0000-00-005



SHEET 2 OF 2

1 inch = 40 ft.

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST

**ALLEN COMPANY**  
Professional Surveyors & Mappers  
16 EAST PLANT STREET  
Eustis, Florida 32787 • (407) 654-3355

**LEGEND:**

- DENOTES CHANGE IN DIRECTION
- STA. DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- ⊕ DENOTES CENTERLINE

JOB NO. 24275  
DATE: 07-23-07  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: EJ  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8004**

**DRAINAGE EASEMENT**

Parcel 8004 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07  
R:\ROW Acquisition\Personal Folders\Yahaira\Special Easement Language\CR 535 A Schedule B\Easements\5066 DE Schedule B  
P8004.doc

# LEGAL DESCRIPTION

Parcel No. 8004A

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence run North 00°01'49" West along the West line of the East 1/2 of the Southwest 1/4 of said Section 11 for a distance of 400.99 feet; thence departing said West line run North 90°00'00" West for a distance of 61.73 feet to the POINT OF BEGINNING; thence run North 90°00'00" West for a distance of 10.01 feet; thence run North 02°13'09" East for a distance of 30.02 feet; thence run North 90°00'00" East for a distance of 10.01 feet; thence run South 02°13'09" West for a distance of 30.02 feet to the POINT OF BEGINNING.

Containing 300 sq. ft., or 0.01 acres more or less

SHEET 1 OF 2



**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Tavares, Florida 32787 • (407) 654-5355

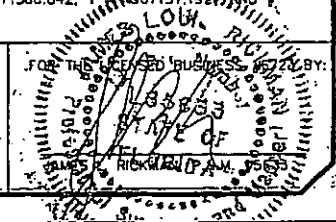
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1491264.527 ) AND # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

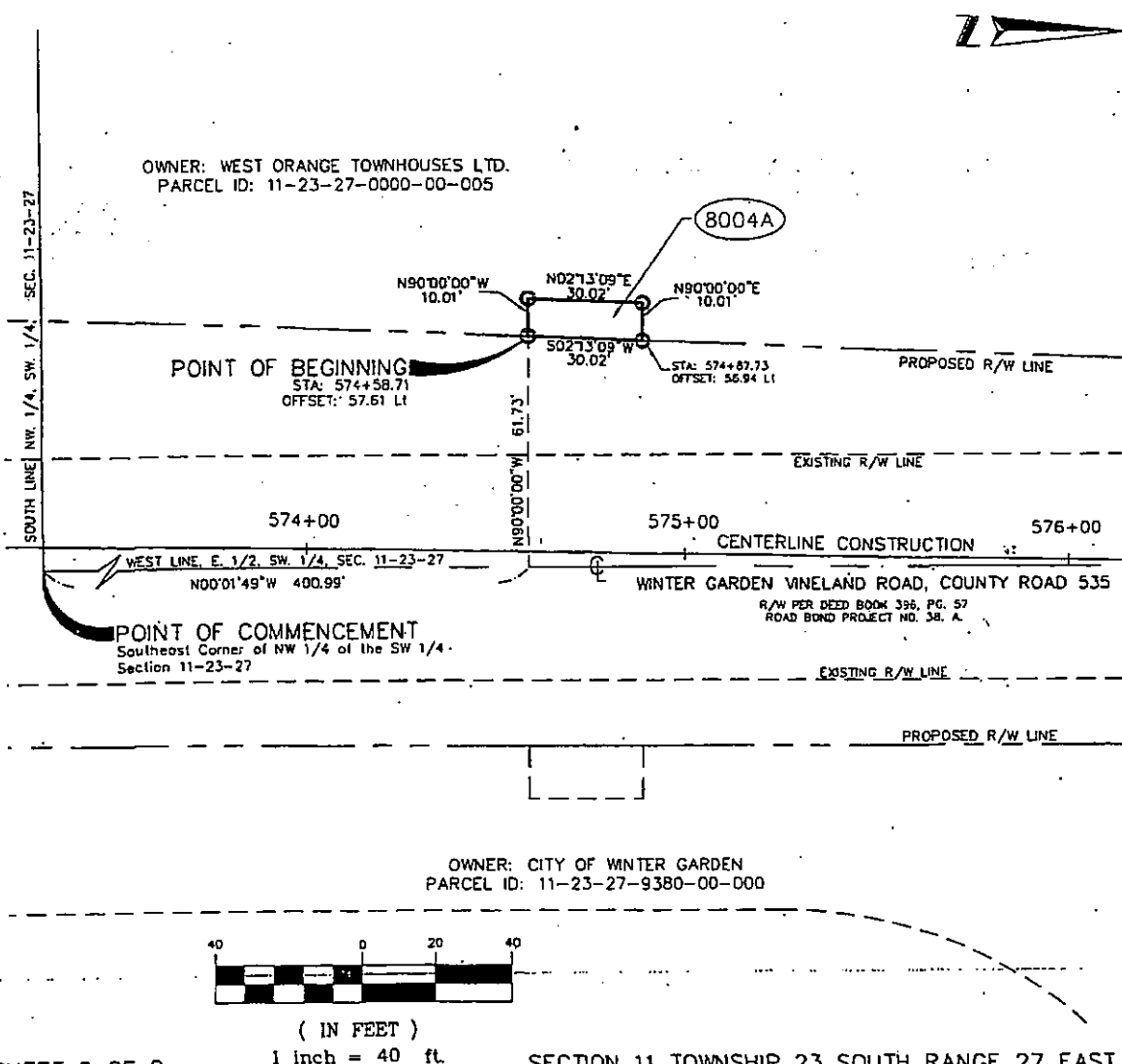
JOB NO. 24275  
DATE: 07-24-07  
SCALE: N/A  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: EJC  
CHECKED BY: JLR



# SKETCH OF DESCRIPTION

PARCEL No. 8004A



( IN FEET )

1 inch = 40 ft.

SHEET 2 OF 2

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**LEGEND:**

- DENOTES CHANGE IN DIRECTION
- STA. DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- ⊕ DENOTES CENTERLINE

JOB NO. 24275	CALCULATED BY: RT
DATE: 07-25-07	DRAWN BY: EJ
SCALE: 1" = 40 FEET	CHECKED BY: JLR
FIELD BY: N/A	

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8004A**

**DRAINAGE EASEMENT**

Parcel 8004A is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to open space, setback area or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07  
R:\ROW Acquisition\Personal Folders\Yahaira\Special Easement Language\CR 535 A Schedule B\Easements\5066 DE Schedule B  
PB004A.doc

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 13 2010 *csles*

THIS INSTRUMENT PREPARED BY  
~~AND RETURN TO:~~

A. KURT ARDAMAN, ESQUIRE  
FISHBACK, DOMINICK  
1947 LEE ROAD  
WINTER PARK, FLORIDA 32789

DOCH 20100424888 B: 10078 P: 9221

07/22/2010 10:56:16 AM Page 1 of 4  
Rec Fee: \$35.50  
Deed Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: ORANGE COUNTY REAL ESTATE



Instrument: 8066.1  
Project: CR 535 (Magnolia Park Ct to SR 429) (RAC)

This easement constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.014(10), F.A.C.

DRAINAGE EASEMENT

THIS INDENTURE, Made this 4<sup>th</sup> day of February, 2010, between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida, 34787, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement for drainage purposes, with full authority to enter upon, as the GRANTEE and its assigns may deem necessary, for the construction, use, operation, maintenance, and repair of a joint use pond in a manner deemed appropriate by GRANTEE, in accordance with that certain Interlocal Agreement between GRANTOR and GRANTEE, executed by the GRANTOR on March 26, 2009 and by the GRANTEE on April 7, 2009, regarding the widening of County Road 535 from Magnolia Park Court to State Road 429 from a two-lane roadway to a four-lane divided highway, including necessary storm water retention areas ("Interlocal Agreement") over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

11-23-27-9380-00-000

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

As provided in the aforementioned Interlocal Agreement, the GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the joint use pond, out of and away from the herein granted non-

AGENT 8 BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION

Instrument: 8066.1  
Project: CR 535 (Magnolia Park Ct to SR 429) (RAC)

exclusive easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the joint use pond.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name.

Signed, and delivered in  
the presence of:  
[Signature]  
Witness

AIKURI ARDAMAN  
Printed Name

[Signature]  
Witness

Lori L. Dunn  
Printed Name

CITY OF WINTER GARDEN, a  
Florida municipal corporation

By: [Signature]  
Its: City Manager

STATE OF Florida  
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Michael Bollhoefer, as City Manager of the CITY OF WINTER GARDEN, who is personally known to me to be, ~~or who~~ ~~has produced~~ as identification, the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

Witness my hand and official seal this 4<sup>th</sup> day of February, 2010.



[Signature]  
Notary Signature

K. Golden  
Printed Notary Name

Notary Public in and for the  
County and state aforesaid  
My Commission Expires:

# SCHEDULE "A"

Parcel No. 8066

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East. Being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 11; thence run North 00°01'49" West along the West line of said Northeast 1/4 for a distance of 49.97 feet; thence departing said West line run North 89°42'58" East for a distance of 45.38 feet to the Point of Beginning; thence run North 00°24'12" East for a distance of 280.54 feet; thence run North 00°01'49" West for a distance of 144.27 feet; thence run South 89°58'11" East for a distance of 51.12 feet to a point on a curve concave Northeasterly having a radius of 341.00 feet, a chord bearing of South 52°25'22" East, and a chord distance of 222.42 feet; thence run Southeasterly along said curve through a central angle of 38°04'07" for an arc distance of 226.57 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 47.00 feet, a chord bearing of South 35°52'46" East, and a chord distance of 54.69 feet; thence run Southeasterly along said curve through a central angle of 71°09'19" for an arc distance of 58.37 feet to a point of tangency; thence run South 00°18'07" East for a distance of 126.10 feet; thence run North 89°44'28" East for a distance of 22.70 feet; thence run South 00°01'49" East for a distance of 117.48 feet; thence run South 89°42'58" West for a distance of 284.78 feet to the aforesaid Point of Beginning.

Said parcel contains 93632.15 square feet, or 2.15 acres more or less.

SHEET 1 OF 2



**ALLEN  
&  
COMPANY**

Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 (407) 654-5355

**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1507137.192) AND # 144 ( X = 476671.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
 DATE: 03-12-08  
 SCALE: 1" = 60 FEET  
 FIELD BY: N/A

CALCULATED BY: RJT  
 DRAWN BY: SD  
 CHECKED BY: RJT

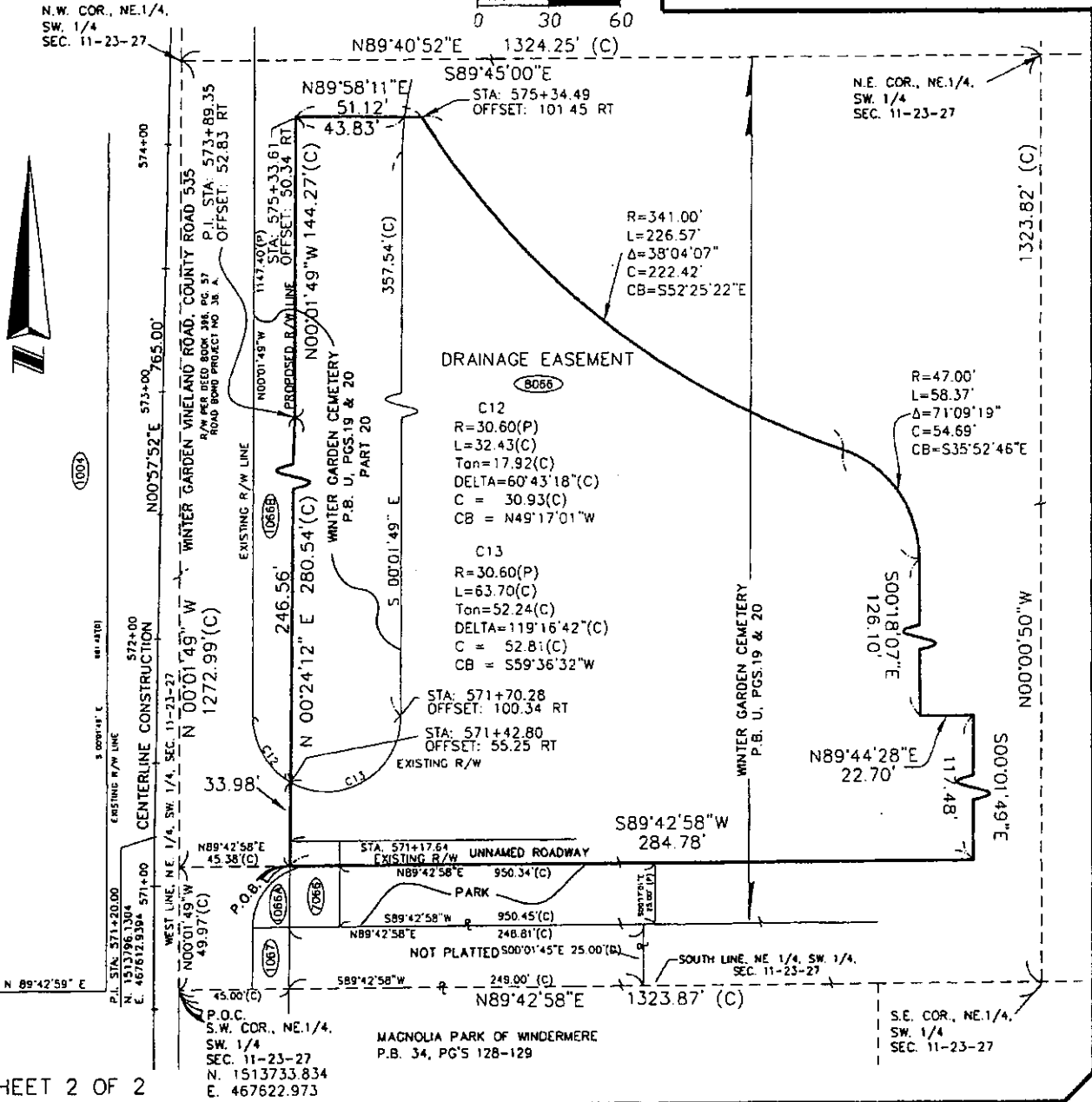
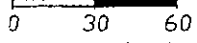
FOR THE LICENSED BUSINESS #6723 BY

JAMES L. RICKMAN, P.S.M. #5633

# SKETCH OF DESCRIPTION

Parcel No. 8066

1" = 60'  
GRAPHIC SCALE



SHEET 2 OF 2



**ALLEN & COMPANY**  
Professional Surveyors & Mappers  
16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

LEGEND:		STA. DENOTES STATION	
Δ	DENOTES DELTA	P.I.	DENOTES POINT OF INTERSECTION
R	DENOTES RADIUS	P.T.	DENOTES POINT OF TANGENCY
CB	DENOTES CHORD BEARING	P.C.	DENOTES POINT OF CURVATURE
TAN	DENOTES TANGENT	⊙	DENOTES CHANGE IN DIRECTION
R/W	DENOTES RIGHT OF WAY	C.R.	DENOTES COUNTY ROAD
⊙	DENOTES CENTERLINE	P.O.C.	DENOTES POINT OF COMMENCEMENT
PG	DENOTES PAGE		
POB	DENOTES POINT OF BEGINNING		

JOB NO. 24275	CALCULATED BY: RJT
DATE: 03-12-08	DRAWN BY: BD
SCALE: 1" = 60 FEET	CHECKED BY: RJT
FIELD BY: N/A	

COUNTY ROAD 535  
SEGMENT A

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

CASE NO. 2009-CA-001479-O  
DIVISION 33 (Judge Robert J. Egan)

ORANGE COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida,

Petitioner,

vs.

PARCEL: 8009

WEST ORANGE TOWNHOUSE LIMITED,  
a Florida limited partnership; VY Q. BUI;  
MARC MARINO, Vice President, Mooring  
Tax Asset Group as custodian for La  
Crescenta Management, LLC; WINDWARD  
CAY-WINTER GARDEN - HOMEOWNERS  
ASSOCIATION, INC. and EARL K. WOOD,  
ORANGE COUNTY TAX COLLECTOR.

Respondents.

DOCN 20120335564 B: 10398 P: 1804  
06/25/2012 03:23:51 PM Page 1 of 7  
Rec Fee: \$0.00  
Martha D. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: CLERK OF COURT CIVIL

FILED IN OFFICE 6/19/12  
LYDIA GARDNER, Clerk, Cir. Ct., Orange Co., FL  
By [Signature] D.C.



STIPULATED FINAL JUDGMENT  
AS TO PARCEL 8009

THIS CAUSE having come on to be heard upon Joint Motion for the entry of a Stipulated Final Judgment made by the Petitioner, ORANGE COUNTY, FLORIDA and the Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., set forth below, and it appearing to the Court that the parties were authorized to enter into such Motion, and the Court finding that the taking is necessary for a public purpose and that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court further finding that the Petitioner previously deposited into the Registry of the Court the sum of FIFTY

AND NO/100 DOLLARS (\$50.00) for Parcel 8009, and the Court being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that full compensation for the taking is NINE HUNDRED AND NO/100 DOLLARS (\$900.00) for Parcel 8009 and includes damages of any kind, excluding statutory attorneys' fees and costs, and it is further

ORDERED AND ADJUDGED that Larsen & Associates, P.L., c/o Patryk Ozim, Esquire, 300 South Orange Avenue - Suite 1200, Orlando, Florida 32801, as attorneys for Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., shall receive the sum of TWO HUNDRED EIGHTY AND 50/100 (\$280.50) as statutory attorneys' fees, and it is further

ORDERED AND ADJUDGED that no non-monetary benefits under Section 73.092(1)(b), *Florida Statutes*, have been obtained in this proceeding, and it is further

ORDERED AND ADJUDGED that no reimbursable costs have been incurred in defense of this proceeding under Section 73.091, *Florida Statutes*, and it is further


ORDERED AND DIRECTED that within thirty (30) days from the entry of this Stipulated Final Judgment as to Parcel 8009, Petitioner shall deposit the sum of ONE THOUSAND ONE HUNDRED THIRTY AND 50/100 DOLLARS (\$1,130.50) into the Registry of the Court, and it is further

ORDERED AND DIRECTED, that upon deposit the Clerk of the Court shall without further order of the Court immediately disburse the sum of ONE THOUSAND ONE HUNDRED EIGHTY AND 50/100 DOLLARS (\$1,180.50) by check mailed to Patryk Ozim, Esquire, by regular U.S. Mail, with the check payable to the Trust Account of Larsen & Associates, P.L., 300 South Orange

Avenue - Suite 1200, Orlando, Florida 32801, to be disbursed to Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., and it is further


ORDERED AND DIRECTED that upon payment of the deposit of the money hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described therein shall vest in the Petitioner, and it is further

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 19<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
ROBERT J. EGAN  
Circuit Judge

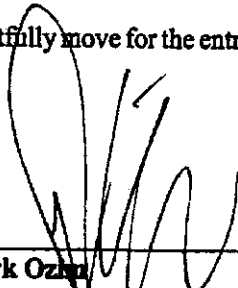
**JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT**

The parties, by and through the undersigned, respectfully move for the entry of the foregoing Stipulated Final Judgment as to Parcel 8009.

  
\_\_\_\_\_  
Henry M. Brown  
Assistant County Attorney  
Florida Bar No. 760455  
ORANGE COUNTY ATTORNEY'S OFFICE  
LITIGATION SECTION  
201 S. Rosalind Avenue, Third Floor  
P.O. Box 1393  
Orlando, FL 32802-1393  
Telephone: (407) 836-7320  
Facsimile: (407) 836-5888  
E-Mail: [Henry.Brown@ocfl.net](mailto:Henry.Brown@ocfl.net)

Attorney for Petitioner,  
ORANGE COUNTY, FLORIDA

Dated: June 15, 2012

  
\_\_\_\_\_  
Patryk Ozim  
Florida Bar No. 629561  
Larsen & Associates, P.L.  
300 South Orange Avenue, Suite 1200  
Orlando, Florida 32801-3378  
Telephone: (407) 841-6555  
Facsimile: (407) 841-6686  
E-mail: [pozim@larsenandassociates.com](mailto:pozim@larsenandassociates.com)

Attorney for Respondent,  
WINDWARD CAY-WINTER GARDEN -  
HOMEOWNERS ASSOCIATION, INC.

Dated: June 12, 2012

**CERTIFICATE OF SERVICE**

I hereby certify that on June 19, 2012, I electronically filed the foregoing with the Clerk of the Courts by using the ECF system, which will send a notice of electronic filing to the following: **Henry M. Brown, Assistant County Attorney, County Attorney's Office - Litigation Section, 201 S. Rosalind Avenue - Third Floor, P.O. Box 1393, Orlando, Florida 32802-1393, and Patrick Ozlm, Esquire, Larsen & Associates, P.L., 300 S. Orange Avenue - Suite 1200, Orlando, Florida 32801.**

  
**Attorney / Judicial Assistant**

S:\HBrown\CASES\West Orange Townhouse Limited\Pleadings\Stip FJ - P 8009.wpd

# LEGAL DESCRIPTION

Parcel No. 8009

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of Tract C, Winward Cay as recorded in Plat Book 48, Pages 125-128 of the Public Records of Orange County, Florida; thence run North 00°02'00" West along the East line of said Winward Cay, said East line also being the Westerly right of way line of Orange County Road 535, also known as Winter Garden-Vineland Road as recorded in Deed Book 396, Page 57 of the Official Records of Orange County, Florida, for a distance of 30.71 feet to the POINT OF BEGINNING; thence departing said East line, run North 88°13'31" West for a distance of 8.00 feet; thence run North 00°02'00" West for a distance of 37.87 feet; thence run South 88°13'31" East for a distance of 8.00 feet to the aforesaid East line; thence run South 00°02'00" East along said East line for a distance of 37.87 feet to the POINT OF BEGINNING.

Containing 303 sq. ft. or 0.01 acres more or less

SHEET 1 OF 2



16 EAST PLANT STREET

**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

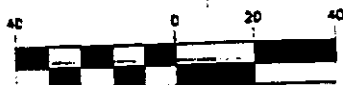
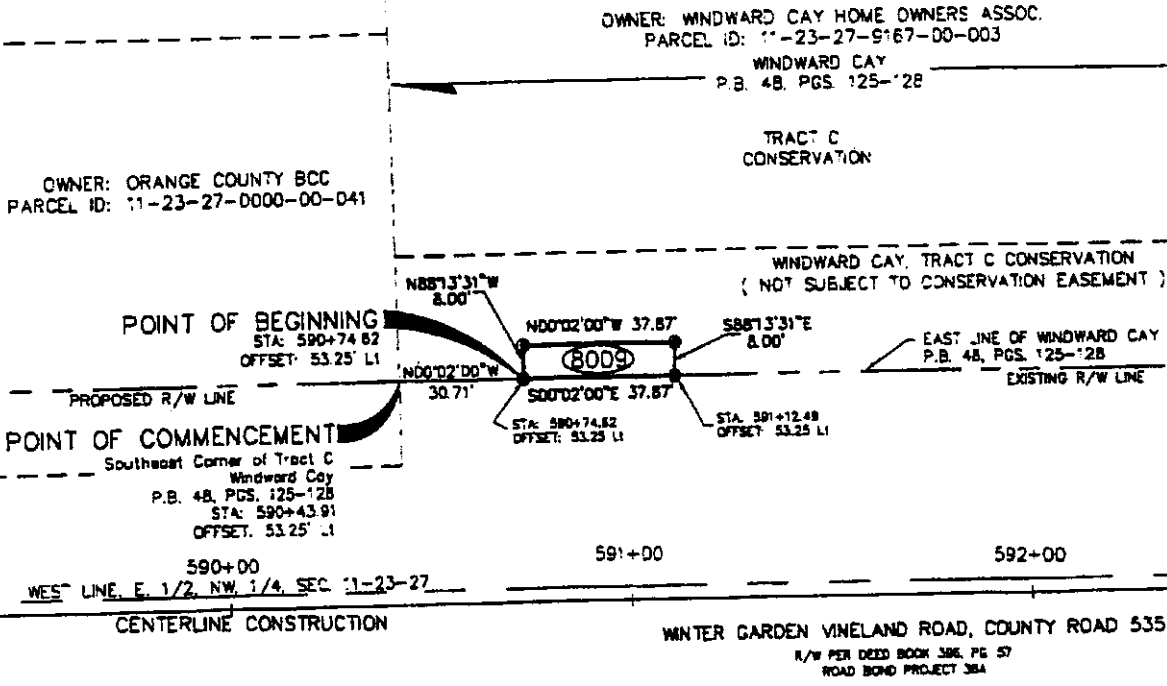
- 1. THIS IS NOT A SURVEY
- 2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL
- 3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEOREFERENCE INFORMATION SYSTEM BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.042 Y = 1491207.5192 ) AND # 144 ( X = 476871.124 Y = 1491264.527 ) BEARING BEING N 182° 49' W

JOB NO. 24275	CALCULATED BY: RT
DATE: 37-24-07	DRAWN BY: EJC
SCALE: N/A	CHECKED BY: J.R.
---	N/A



# SKETCH OF DESCRIPTION

PARCEL No. 8009



( IN FEET )  
 1 inch = 40 ft

SHEET 2 OF 2

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



**LEGEND:**

- ⊙ DENOTES CHANGE IN DIRECTION
- STA DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- P.B. DENOTES PLAT BOOK
- PGS DENOTES PAGES

JOB NO. 24275	CALCULATED BY: RT
DATE: 07-26-27	DRAWN BY: EL
SCALE: 1" = 40 FEET	CHECKED BY: JLR

COUNTY ROAD 535  
 SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8009**

**DRAINAGE EASEMENT**

Parcel 8009 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to open space, setback area or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

ACCEPTED AND APPROVED BY THE REAL  
ESTATE MANAGEMENT DIVISION ON  
BEHALF OF ORANGE COUNTY, FLORIDA

JAN 06 2011

BY: Ann Caswell  
ASSISTANT MANAGER

DOCH 20110114883 B: 10181 P: 0192  
03/04/2011 09:47:53 AM Page 1 of 4  
Rec Fee: \$35.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: ORANGE COUNTY REAL ESTATE



Instrument: 8061B.1  
Project: Winter Garden-Vineland Road (CR 535) Segment A  
(N. of Magnolia Ct to S. of SR 429)

This document has been executed and delivered under threat of condemnation and in settlement of condemnation proceedings affecting the property described herein. This document is immune from documentary stamp tax. See Florida Department of Revenue v. Orange County, 620 So. 2d 991, 18 FLW S336 (Fla. 1993).

**RIGHT-OF-WAY AND SIDEWALK EASEMENT**

THIS INDENTURE, made the 2<sup>nd</sup> day of DECEMBER, 2010, between Wintermere Harbor Homeowners Association, Inc., a Florida non-profit corporation, having its principal place of business in the city of Winter Garden, county of Orange, whose address is 2582 S. Maguire Rd., Suite 318, Ocoee, Florida 34761, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 6,000<sup>-</sup> and other valuable considerations, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a perpetual, exclusive easement for public right-of-way and sidewalk purposes, over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

**SEE ATTACHED SCHEDULE "A"**

Property Appraiser's Parcel Identification Number:

a portion of

02-23-27-9200-00-002

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the Grantor, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the granted easement.

AGENT 8 BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION

Instrument: 8061B.1  
Project: Winter Garden-Vineland Road (CR 535) Segment A  
(N. of Magnolia Ct to S. of SR 429)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered  
in the presence of:

Wintermere Harbor Homeowners Association,  
Inc., a Florida non-profit corporation

[Signature]  
Witness

BY: [Signature]

JOHN M. BIDES  
Printed Name

Keith Powell  
Printed Name

[Signature]  
Witness

HOA President  
Title

STEVEN P. BAWARD  
Printed Name

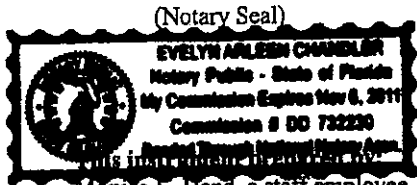
(Corporate Seal)

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

I HEREBY CERTIFY, that on this day of, before me personally appeared John Bides, as Keith Powell of Wintermere Harbor Homeowners Association, Inc., a Florida non-profit corporation, to me known to be, or who has produced Driver's License as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 2nd day of December, 2010.



[Signature]  
Notary Signature

Evelyn Arleen Chandler  
Printed Notary Name

Monica L. Hand, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Notary Public in and for the  
county and state aforesaid  
My commission expires: 11/6/2011

# SCHEDULE "A"

Parcel No. 80618

**Legal Description:**

A parcel of land lying within a portion of Section 2, Township 23 South, Range 27 East and being a portion of Tract "B", Wintermere Harbor, as recorded in Plat Book 42, Pages 67 through 78 of the Public Records of Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Southwest corner of Tract "C" of said Wintermere Harbor, also being a point along the Easterly right of way line of Winter Garden-Vineland Road, County Road 535 and a point of curvature of a curve concave Northwesterly having a radius of 1004.93 feet; thence from a tangent bearing of North 26°24'25" East run Northeasterly along said curve and said Easterly right of way line, also being the Westerly line of said Tracts "A" and "C" and Lots 1 and 2 of said Wintermere Harbor through a central angle of 29°17'44" for an arc distance of 513.82 feet to the Southwest corner of Tract "B" of said Wintermere Harbor, also being a point of curvature of a curve concave Southwesterly having a radius of 1004.93 feet and the POINT OF BEGINNING; thence from a tangent bearing of North 08°29'52" West continue Northwesterly along said Easterly right of way line of Winter Garden-Vineland Road, County Road 535, also being the Westerly line of said Tract "B" through a central angle of 0°51'14" for an arc distance of 14.98 feet; thence departing said Easterly and Westerly lines run South 52°44'20" East for a distance of 24.30 feet to a point along the Northerly line of aforesaid Tract "A" of Wintermere Harbor, also being the North right of way line of Lakeshore Grove Drive; thence run South 89°42'38" West along said Northerly line and North right of way line for a distance of 17.02 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 125.72 square feet, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (817) 651-5355

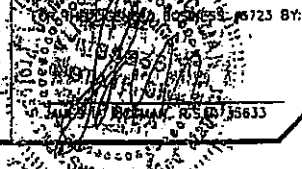
**SURVEYOR'S NOTES:**

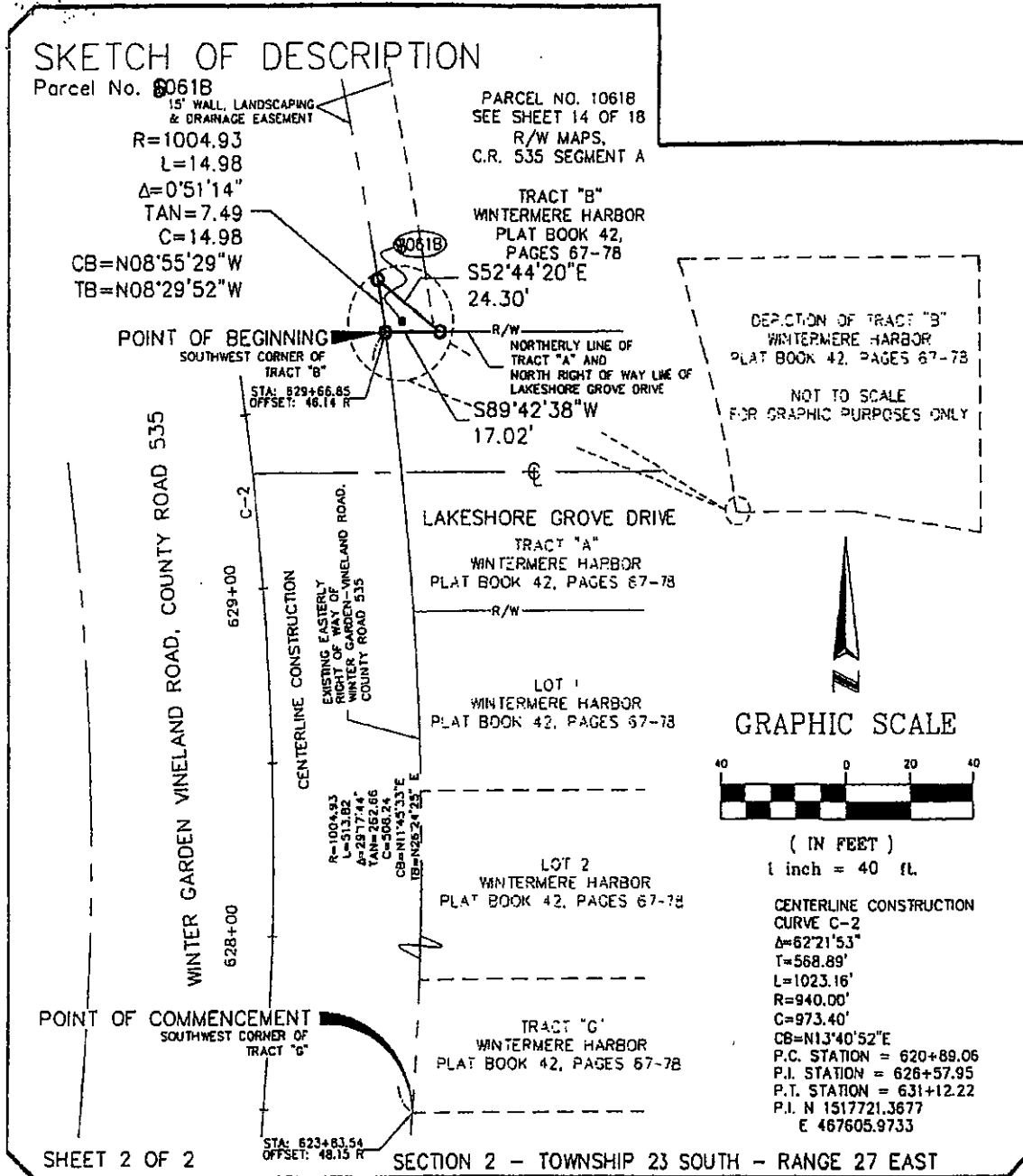
**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.207, Y = 1491168.192 ) AND # 144 ( X = 476871.124, Y = 1491284.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
DATE: 03-03-06  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: SM  
CHECKED BY: JLR






16 EAST PLANT STREET  
 Winter Garden, Florida 32787 | (407) 651-5355

<b>LEGEND:</b>		
Δ DENOTES DELTA	○ DENOTES CHANGE IN DIRECTION	STA. DENOTES STATION
R DENOTES RADIUS	(P) DENOTES PLAT	P.I. DENOTES POINT OF INTERSECTION
CB DENOTES CHORD BEARING	(C) DENOTES CALCULATED	P.T. DENOTES POINT OF TANGENCY
TB DENOTES TANGENT BEARING	R/W DENOTES RIGHT OF WAY	P.C. DENOTES POINT OF CURVATURE
TAN DENOTES TANGENT	CL DENOTES CENTERLINE	
L DENOTES LENGTH		

JOB NO. 24275	CALCULATED BY: RT
DATE: 03-03-06	DRAWN BY: SM
SCALE: 1" = 40 FEET	CHECKED BY: JR
FIELD BY: N/A	

**COUNTY ROAD 535  
 SEGMENT A**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 20 2010 NPBS

DOCN 20100433944 B: 10080 P: 9376  
07/27/2010 01:25:42 PM Page 1 of 6  
Rec Fee: \$52.50  
Deed Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: BROAD & CASSEL

Return to:  
Robert F. Mallett, L.L.C.  
Broad and Cassel  
390 N. Orange Avenue, Suite 1400  
Orlando, FL 32801

Prepared by:  
Robert D. Guthrie  
Senior Assistant County Attorney  
County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802-1393

Project Name: OOCEA-SR 429 (Western Expressway)  
Part C R/W Conveyances

### DRAINAGE EASEMENT

THIS INDENTURE, Made this \_\_\_\_\_ day of JUL 20 2010, A.D. 20\_\_\_\_, between ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, FL 32802-1393 ("County") GRANTOR, and the CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL. 34787 ("City") GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement on, upon, over, in and through the County Pond 1 (also known as Pond 6A as depicted on OOCEA Plan Sheet 60, Project No. 654A) Property described in Exhibit "A", for the purpose of providing stormwater drainage for Stoneybrook West Parkway and its appurtenant improvements to the extent permitted, shown on the construction plans or constructed as of the date of this easement.

### SEE ATTACHED EXHIBIT "A"

### County Pond 1 Property

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

GRANTOR, their heirs, successors, and assigns agree to perform, at its expense, maintenance of the County Pond 1 Property, including the segment of the existing 36 inch influent pipe and appurtenances within County Pond 1 property and CR 535 right of

way that convey stormwater drainage from Stoneybrook West Parkway, SR 429 and CR 535 so as to maintain same in good state of repair and fully operational in accordance with all applicable Federal, State or local laws, permits and requirements.

Neither GRANTOR nor GRANTEE shall cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal laws to be discharged or released into or upon the County Pond 1 Property.

GRANTEE shall not have the right to use the County Pond 1 Property for drainage of any other property without the express written prior consent of GRANTOR. Notwithstanding anything to contrary contained herein, the easement granted herein shall be appurtenant to and run with the Stoneybrook West Parkway right-of-way and shall not be assigned, conveyed or transferred by GRANTEE except as an appurtenance thereto. Nothing herein shall grant the general public or the owner or occupant of any lands any right, easement or privilege in or use of the County Pond 1 Property.

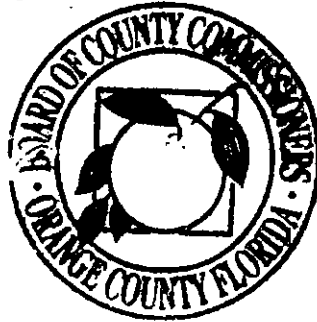
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

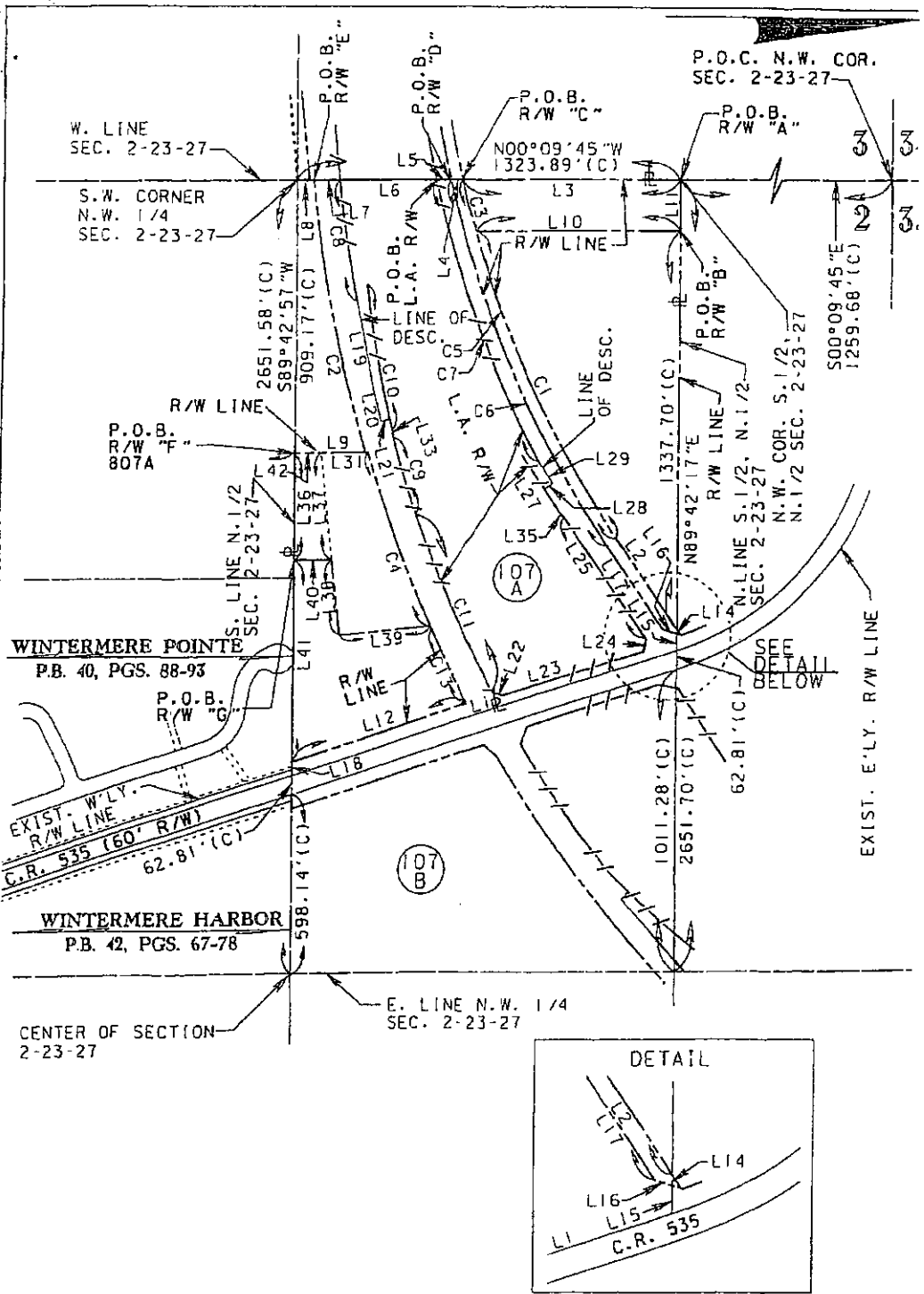
By: *Martha O. Haynie*  
Deputy Clerk



**EXHIBIT "A"**

**[EXHIBIT "K-1"]**

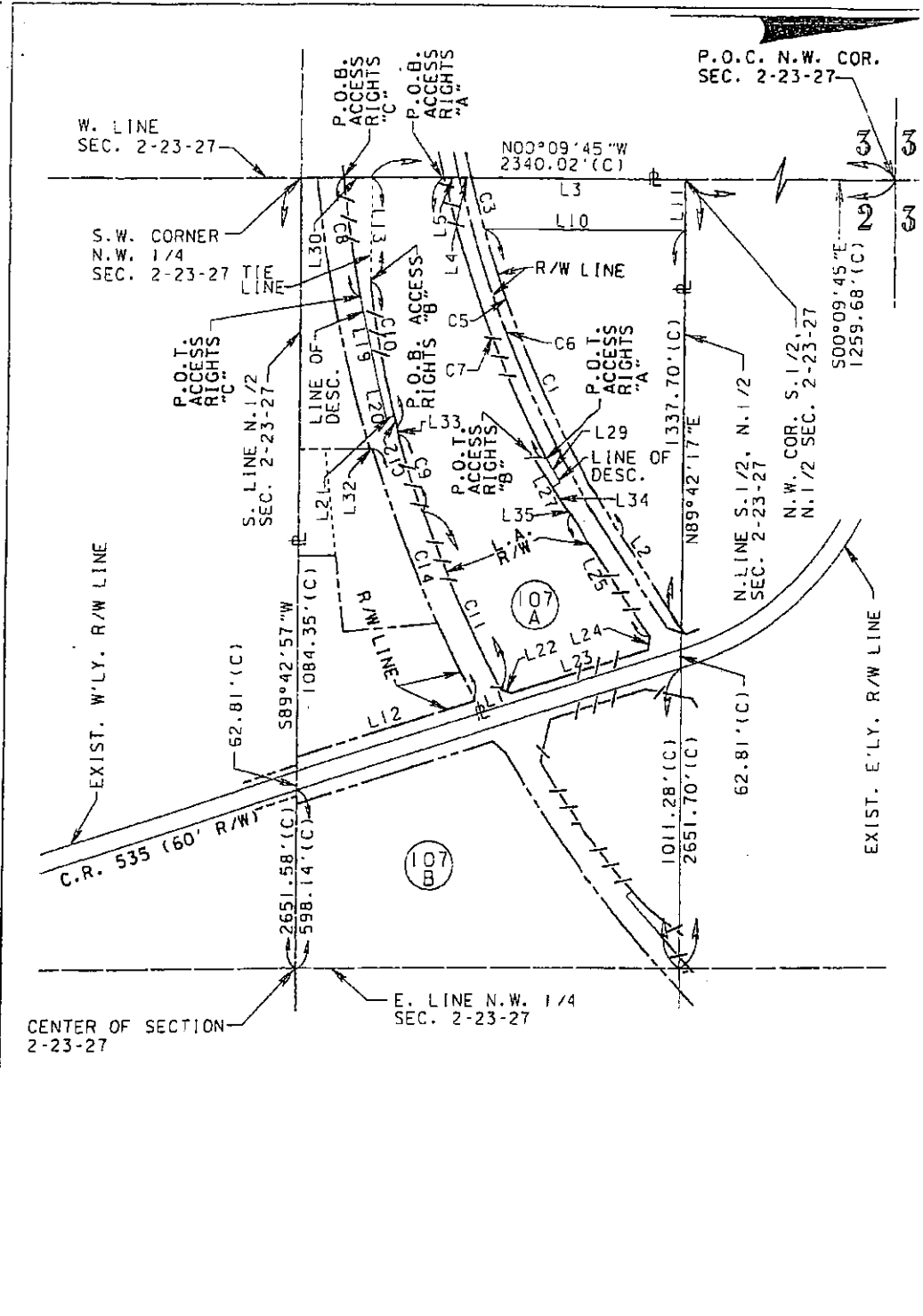
[insert legals for Parcels 107A Right-of-Way G (County Pond 1)]



SHEET 1 OF 16  
 SEE SHEET 2 OF 16 FOR L.A. R/W LINE DESCRIPTION DATA.  
 SEE SHEET 3 OF 16 FOR NOTES, LEGEND, CURVE AND LINE TABLES

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		CHRISTENSEN FAMILY, LTD. B SUSAN DILL	PROJECT NO. 75320-6460-654 R/W MAP SHEET, 4, 22-25
	DRMP PROJECT NO.	SHEET 1 OF 15	DATE: 8/10/00	SCALE: 1" = 400'
REGISTERED LAND SURVEYOR NO. 5221	REVISION	BY	DATE	DRAWN: MFR

SKETCH PREPARED BY  
**DRMP**  
 DEER, RIDGEE, MILLS & PRECOURT, INC.  
 ENGINEERS - SURVEYORS  
 1505 E. CENTRAL DRIVE  
 DELAND, FLORIDA 32703  
 (407) 255-0391



SHEET 2 OF 16 (L.A. R/W LINE DESCRIPTION DATA)  
 SEE SHEET 3 OF 16 FOR NOTES, LEGEND, CURVE AND LINE TABLES

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		CHRISTENSEN FAMILY, LTD. B SUSAN DILL	PROJECT NO. 75320-6460-654
	REGISTERED LAND SURVEYOR NO. 5221			R/W MAP SHEETS 4, 22-25
DRMP PROJECT NO.		SHEET 2 OF 16	DATE: 8/10/00	SKETCH PREPARED BY  OREN, RIDDLE, MILLS & PRECOURT, INC. ENGINEERS - SURVEYORS 1528 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0534
			SCALE: 1" = 400'	
			CHECKED: AAS	
REVISION		BY	DATE	DRAWN: CSL

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
STATE ROAD 429  
SECTION 75320-6460-654**

**PARCEL 107A**

**RIGHT-OF-WAY "G"**

**LEGAL DESCRIPTION**

A portion of the South 1/2 of the North 1/2 of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 2; thence run S.00°09'45" E. along the West line of said Section 2 a distance of 2583.57 feet to the Southwest corner of the Northwest 1/4 of said Section 2; thence departing said West line of Section 2, run N.89°42'57" E. along said South line of the South 1/2 of the North 1/2 of Section 2 a distance of 1265.88 feet for a POINT OF BEGINNING; thence departing said South line of the North 1/2 of Section 2 run N.00°17'03" W. 129.11 feet; thence N.83°29'16" E. 256.17 feet; thence N.05°13'53" W. 320.93 feet to a point on a curve concave Northwesterly, having a radius of 4654.66 feet and a central angle of 03°36'50"; thence from a chord bearing of N.62°55'09" E. run Northeasterly along the arc of said curve a distance of 293.58 feet; thence departing said curve; run S.17°29'47" E. a distance of 637.51 feet to an intersection with the aforesaid South line of the North 1/2 of Section 2; thence run S.89°42'57" W. along said South line of the North 1/2 of Section 2 a distance of 677.64 feet to the POINT OF BEGINNING;

Containing 5.208 acres, more or less.

August 10, 2000

**SHEET 15 OF 16**

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**ASSIGNMENT**

**THIS ASSIGNMENT** (the “Assignment”), effective as of the day of execution, 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”), to the CITY of WINTER GARDEN, a municipal corporation under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (“Assignee”).

**WHEREAS**, Assignor holds several easements identified in **Schedule “A”** attached hereto; and

**WHEREAS**, subject to the provisions herein, and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of portions of certain roads with an effective date of \_\_\_\_\_, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, duties, obligations, and interests in those instruments.

**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.** Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, duties, obligations, and interests under the instruments identified in **Schedule “A.”**
3. **Assumption.** Assignee hereby assumes and accepts from Assignor all of Assignor’s rights, duties, obligations and interests under the instruments identified in **Schedule “A,”** and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of those instruments.

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**IN WITNESS WHEREOF**, the Assignor hereto has executed this Assignment as of the day and year below its signature.

**ASSIGNOR:**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: \_\_\_\_\_, 2026

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

By: \_\_\_\_\_  
Deputy Clerk  
Print Name: \_\_\_\_\_

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**ASSIGNEE:**

CITY OF WINTER GARDEN, FLORIDA  
By: City Commission

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

At test: \_\_\_\_\_  
Ronisha Martin, Interim City Clerk

**Executed on:**

**(SEAL)**

**FOR USE AND RELIANCE ON**

**APPROVED AS TO FORM AND  
LEGALITY this \_\_\_ day of \_\_\_\_\_,  
2026**

**By: \_\_\_\_\_  
A. Kurt Ardaman, City Attorney**

**APPROVED BY THE CITY OF  
WINTER GARDEN, FLORIDA AT THE  
CITY COMMISSION AT A MEETING  
HELD ON \_\_\_\_\_, 2026**

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Winter Garden Vineland Road**

**Schedule "A"**

1. Drainage Easement recorded at DOC# 20160163391, et seq., on March 31, 2016 (*for Winter Garden Vineland Road*)
2. Drainage Easement recorded at OR Book 10078, Page 9221, et seq., on July 22, 2010 (*for Winter Garden Vineland Road*)
3. Drainage Easement recorded at OR Book 10398, Page 1804, et seq., on June 25, 2012 (*for Winter Garden Vineland Road*)
4. Right-of-Way and Sidewalk Easement recorded at OR Book 10181, Page 192, et seq., (*for Winter Garden Vineland Road*)
5. Drainage Easement recorded at OR Book 10080, Page 9376, et seq., July 27, 2021 (*for Winter Garden Vineland Road*)

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

CASE NO.: 2009-CA-1479-O  
DIVISION: 33

ORANGE COUNTY, FLORIDA, a political  
subdivision of the State of Florida,

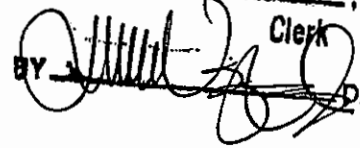
PARCELS: 1004, 8004 and 8004A

Petitioner,

v.

WEST ORANGE TOWNHOUSE LIMITED,  
a Florida limited partnership; VY Q. BUI;  
MARC MARINO, Vice President, Mooring  
Tax Asset Group as custodian for La  
Crescenta Management, LLC; WINDWARD  
CAY-WINTER GARDEN – HOMEOWNERS  
ASSOCIATION, INC. and EARL K. WOOD,  
ORANGE COUNTY TAX COLLECTOR.

Respondents.

FILED IN OPEN COURT  
THIS 30 DAY OF March, 2016  
BY  Clerk  
D.C.

STIPULATED FINAL JUDGMENT

THIS CAUSE having come on upon joint motion for the entry of a Stipulated Final Judgment made by the Petitioner, ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (“ORANGE COUNTY”), and the Respondent WEST ORANGE TOWNHOUSE LIMITED, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court being fully advised in the premises, it is therefore,

ORDERED AND ADJUDGED that the Respondent WEST ORANGE TOWNHOUSE LIMITED does have and recover of and from the Petitioner ORANGE COUNTY the sum of

ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), in full payment for the property (designated Parcels 1004, 8004, 8004A herein) taken and for damages resulting to the remainder, for experts' fees, attorneys' fees and costs and for all other compensation of any nature; and, it is further,

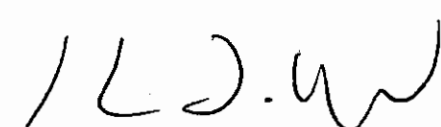
ORDERED AND DIRECTED that within thirty (30) days the Petitioner ORANGE COUNTY shall pay the sum of ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$146,800.00) into the Trust Account of Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP, c/o A. Kurt Ardaman, Esq., 1947 Lee Road, Winter Park, Florida 32789, as attorneys for the Respondent WEST ORANGE TOWNHOUSE LIMITED, that amount being the difference between the full payment required by this Stipulated Final Judgment and the amount deposited pursuant to the Order of Taking; and, it is further

ORDERED that title to the following described property, to wit:

SEE ATTACHMENT "A"

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made is approved, ratified and confirmed.

DONE AND ORDERED at Orange County Courthouse, Orlando, Florida this 30 day of March, 2016.

  
\_\_\_\_\_  
KEITH F. WHITE  
Circuit Judge

# SCHEDULE "A"

Parcel No. 1004

**Legal Description:**

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

BEGIN at the Northeasterly corner of Tract B, Summerport Phase 1, according to the plat thereof as recorded in Plat Book 53, Pages 1 through 8 of the Public Records of Orange County, Florida; thence run North 00°01'49" West for a distance of 63.51 feet; thence run North 02°13'09" East for a distance of 598.53 feet to a point along the Southerly line of Tract A, Woodbridge Commerce Center, according to the plat thereof as recorded in Plat Book 54, Pages 126 and 127 of the Public Records of Orange County, Florida; thence run North 89°42'01" East along said Southerly line for a distance of 1.51 feet to the Southeasterly corner of said Tract A; thence departing said Southerly line continue North 89°42'01" East along the Westerly right of way line of Winter Garden-Vineand Road, County Road 535 for a distance of 20.00 feet; thence run South 00°01'49" East continuing along said Westerly right of way line for a distance of 661.48 feet; thence run South 89°42'59" West for a distance of 45.00 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains, 22,742.84 square feet, 0.522 acres, more or less.

SHEET 1 OF 2



**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

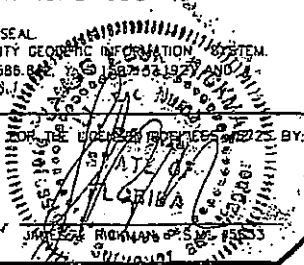
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 1371588.822, Y = 15875219.73 ) AND 144 ( X = 476871.124, Y = 1491264.527. ) BEARING BEING N 18°24'49" W.

JOB NO. 24275  
DATE: 04-25-07  
SCALE: 1" = 100 FEET  
FIELD BY: N/A

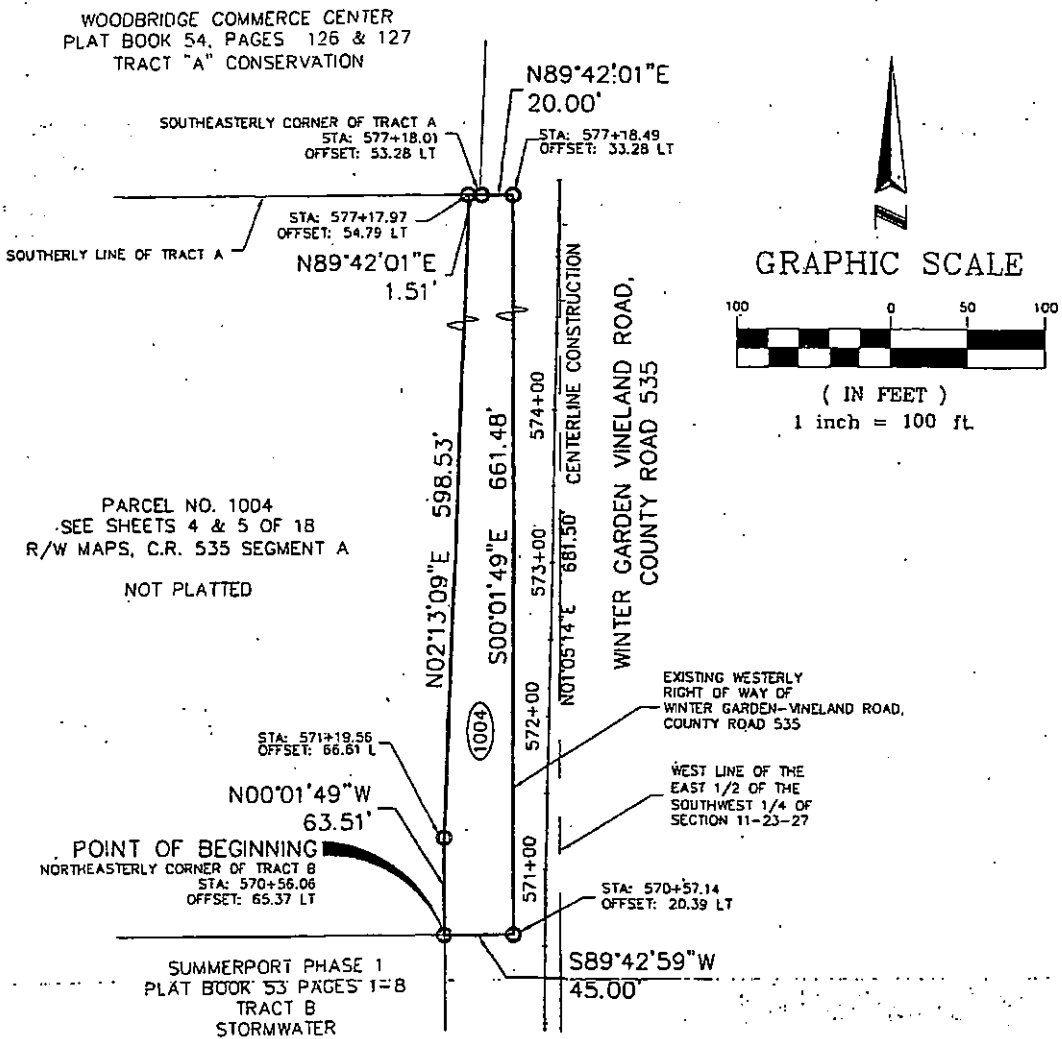
CALCULATED BY: RT  
DRAWN BY: SM  
CHECKED BY: JLR



Professional Surveyor  
JAMES R. WILLIAMS  
STATE OF FLORIDA  
NO. 15603

# SKETCH OF DESCRIPTION

Parcel No. 1004



SHEET 2 OF 2

SECTION 11 - TOWNSHIP 23 SOUTH - RANGE 27 EAST



<b>LEGEND:</b>		STA. DENOTES STATION
Δ DENOTES DELTA	L DENOTES LENGTH	P.I. DENOTES POINT OF INTERSECTION
R DENOTES RADIUS	(P) DENOTES PLAT	P.T. DENOTES POINT OF TANGENCY
CB DENOTES CHORD BEARING	(C) DENOTES CALCULATED	P.C. DENOTES POINT OF CURVATURE
TB DENOTES TANGENT BEARING	R/W DENOTES RIGHT OF WAY	○ DENOTES CHANGE IN DIRECTION
TAN DENOTES TANGENT	CL DENOTES CENTERLINE	P.O.B. DENOTES POINT OF BEGINNING
		C.R. DENOTES COUNTY ROAD

JOB NO: 24275	CALCULATED BY: RT
DATE: 04-25-07	DRAWN BY: SW
SCALE: 1" = 100 FEET	CHECKED BY: JLR
FIELD BY: N/A	

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 1004**

**FEE SIMPLE**

Parcel 1004: the interest being acquired is fee simple.

12/10/2007

Page 1 of 1

SCHEDULE A  
Page 3 of 9

# LEGAL DESCRIPTION

Parcel No. 8004

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence run South 89°42'59" West along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 11 for a distance of 75.00 feet to the POINT OF BEGINNING; thence run South 89°42'59" West along said South line for a distance of 30.00 feet; thence departing said South line, run North 00°01'49" West for a distance of 77.61 feet; thence run North 89°02'08" West for a distance of 53.45 feet; thence run North 01°40'35" East for a distance of 67.22 feet; thence run South 89°02'08" East for a distance of 84.62 feet; thence run South 02°13'09" West for a distance of 80.67 feet; thence run South 00°01'49" East for a distance of 63.51 feet to the POINT OF BEGINNING;

Containing 7,988 sq. ft. 0.18 acres more or less.

SHEET 1 OF 2

16 EAST PLANT STREET  
Kissimmee, Florida 32787 • (407) 654-5335

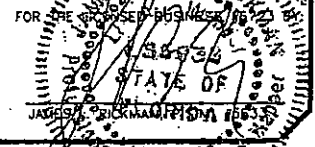
**SURVEYOR'S NOTES:**

SEGMENT A - COUNTY ROAD 535

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1491264.527 ) AND MONUMENT # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
 DATE: 07-24-07  
 SCALE: N/A  
 FIELD BY: N/A

CALCULATED BY: RT  
 DRAWN BY: EJC  
 CHECKED BY: JLR

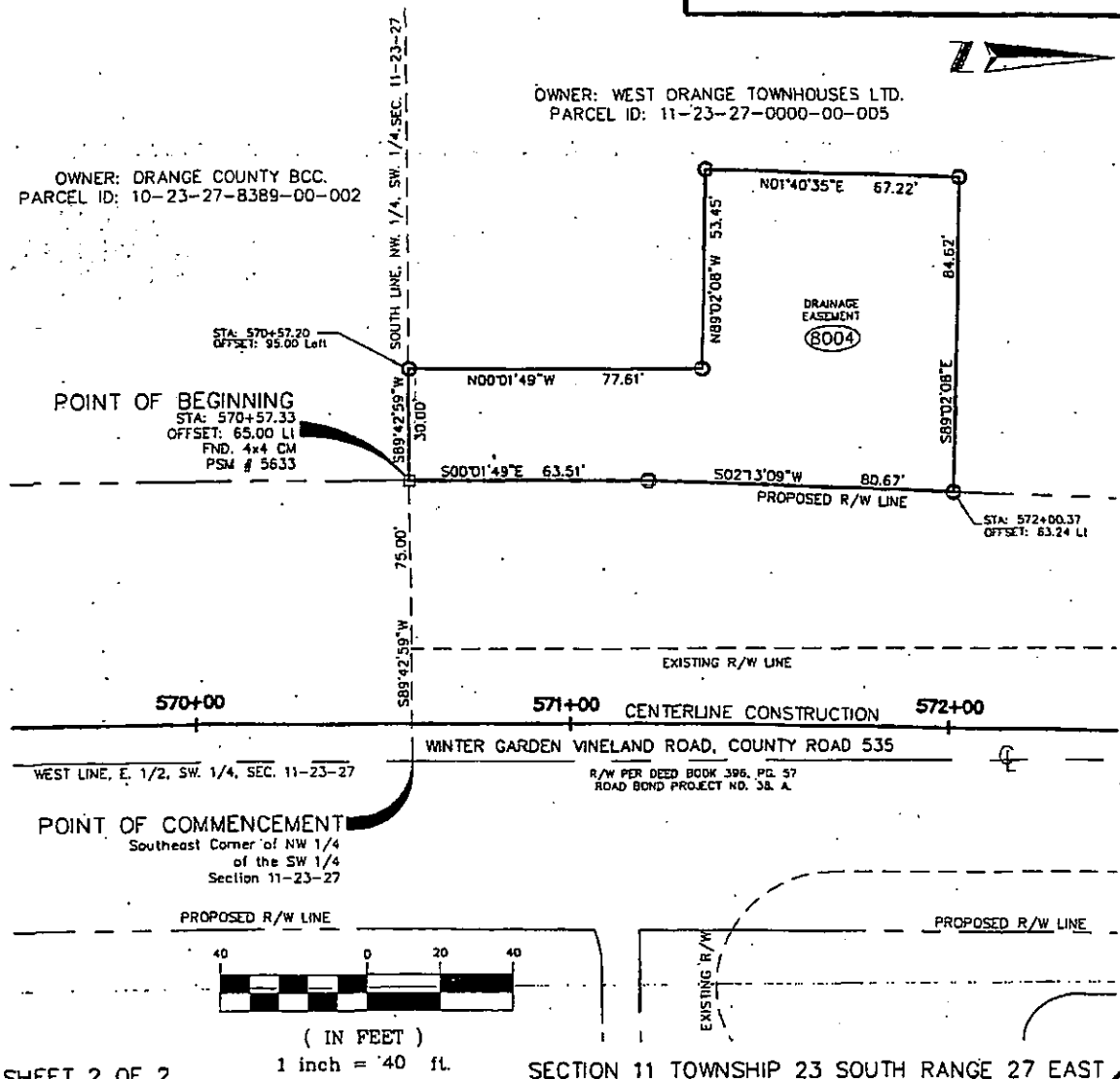


# SKETCH OF DESCRIPTION

PARCEL No. 8004

OWNER: DRANGE COUNTY BCC.  
PARCEL ID: 10-23-27-8389-00-002

OWNER: WEST ORANGE TOWNHOUSES LTD.  
PARCEL ID: 11-23-27-0000-00-005



SHEET 2 OF 2

( IN FEET )  
1 inch = 40 fl.

SECTION 11 TOWNSHIP 23 SOUTH RANGE 27 EAST



16 EAST PLANT STREET  
Kolar Garden, Florida 32761 \* ( 407 ) 854-5365

**LEGEND:**

- DENOTES CHANGE IN DIRECTION
- STA. DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- ⊕ DENOTES CENTERLINE

JOB NO. 24275  
DATE: 07-23-07  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: EJ  
CHECKED BY: JLR

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8004**

**DRAINAGE EASEMENT**

Parcel 8004 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07  
R:\ROW Acquisition\Personal Folders\Yahaira\Special Easement Language\CR 535 A Schedule B\Easements\5066 DE Schedule B  
P8004.doc

# LEGAL DESCRIPTION

Parcel No. 8004A

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence run North 00°01'49" West along the West line of the East 1/2 of the Southwest 1/4 of said Section 11 for a distance of 400.99 feet; thence departing said West line run North 90°00'00" West for a distance of 61.73 feet to the POINT OF BEGINNING; thence run North 90°00'00" West for a distance of 10.01 feet; thence run North 02°13'09" East for a distance of 30.02 feet; thence run North 90°00'00" East for a distance of 10.01 feet; thence run South 02°13'09" West for a distance of 30.02 feet to the POINT OF BEGINNING.

Containing 300 sq. ft., or 0.01 acres more or less

SHEET 1 OF 2



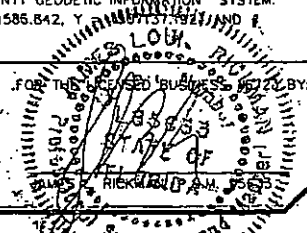
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471585.842, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

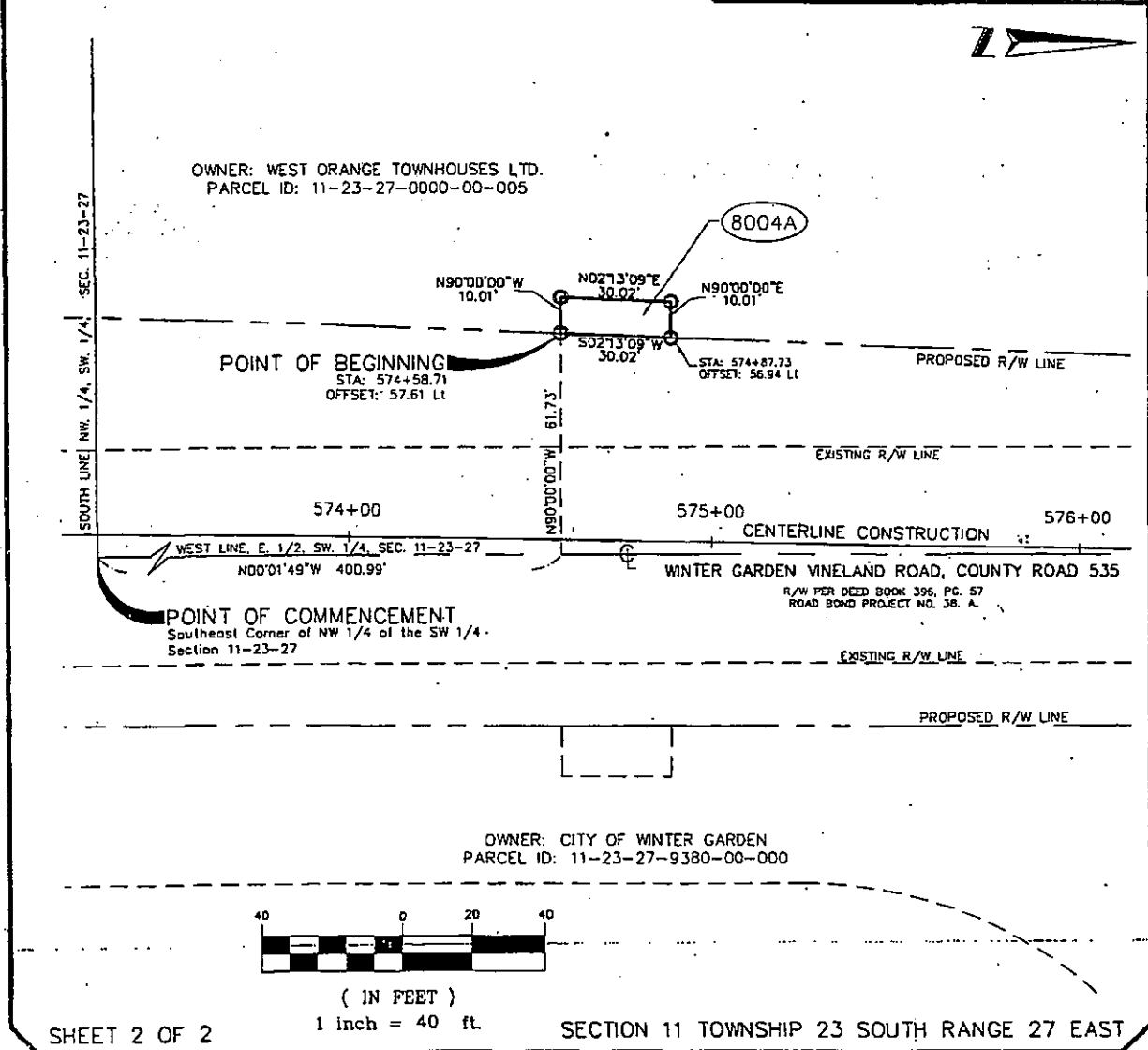
JOB NO. 24275  
 DATE: 07-24-07  
 SCALE: N/A  
 FIELD BY: N/A

CALCULATED BY: RT  
 DRAWN BY: EJC  
 CHECKED BY: JLR



# SKETCH OF DESCRIPTION

PARCEL No. 8004A



ALLEN  
COMPANY  
Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**LEGEND:**

- DENOTES CHANGE IN DIRECTION
- STA. DENOTES STATION
- R/W DENOTES RIGHT OF WAY
- ⊙ DENOTES CENTERLINE

JOB NO. 24275	CALCULATED BY: RT
DATE: 07-25-07	DRAWN BY: EJ
SCALE: 1" = 40 FEET	CHECKED BY: JLR
FIELD BY: N/A	

COUNTY ROAD 535  
SEGMENT A

**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8004A**

**DRAINAGE EASEMENT**

Parcel 8004A is being acquired as a permanent *non-exclusive* easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to open space, setback area or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07

R:\ROW Acquisition\Personal Folders\Yahaira\Special Easement Language\CR 535 A Schedule B\Easements\5066 DE Schedule B P8004A.doc

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 13 2010 *cs/les*

THIS INSTRUMENT PREPARED BY  
~~AND RETURN TO:~~

A. KURT ARDAMAN, ESQUIRE  
FISHBACK, DOMINICK  
1947 LEE ROAD  
WINTER PARK, FLORIDA 32789

DOCH 20100424888 B: 10078 P: 9221

07/22/2010 10:56:16 AM Page 1 of 4  
Rec Fee: \$35.50  
Dead Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: ORANGE COUNTY REAL ESTATE

Instrument: 8066.1  
Project: CR 535 (Magnolia Park Ct to SR 429) (RAC)

This easement constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.014(10), F.A.C.

**DRAINAGE EASEMENT**

THIS INDENTURE, Made this 4<sup>th</sup> day of February, 2010, between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida, 34787, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement for drainage purposes, with full authority to enter upon, as the GRANTEE and its assigns may deem necessary, for the construction, use, operation, maintenance, and repair of a joint use pond in a manner deemed appropriate by GRANTEE, in accordance with that certain Interlocal Agreement between GRANTOR and GRANTEE, executed by the GRANTOR on March 26, 2009 and by the GRANTEE on April 7, 2009, regarding the widening of County Road 535 from Magnolia Park Court to State Road 429 from a two-lane roadway to a four-lane divided highway, including necessary storm water retention areas ("Interlocal Agreement") over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

11-23-27-9380-00-000

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

As provided in the aforementioned Interlocal Agreement, the GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the joint use pond, out of and away from the herein granted non-

AGENT 8 BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION

Instrument: 8066.1

Project: CR 535 (Magnolia Park Ct to SR 429) (RAC)

exclusive easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the joint use pond.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name.

Signed, and delivered in the presence of: [Signature]  
Witness

AIKURI ARDAMAN  
Printed Name

[Signature]  
Witness

Lori L. Dunn  
Printed Name

CITY OF WINTER GARDEN, a Florida municipal corporation

By: Michael Bollhoefer

Its: City Manager

STATE OF Florida

COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Michael Bollhoefer, as City Manager of the CITY OF WINTER GARDEN, who is personally known to me to be, ~~or who~~ has produced \_\_\_\_\_ as identification, the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

Witness my hand and official seal this 4<sup>th</sup> day of February, 2010.

(Notary Seal)



K. Golden  
Notary Signature

K. Golden  
Printed Notary Name

Notary Public in and for the County and state aforesaid  
My Commission Expires:

SCHEDULE "A"

Parcel No. 8066

Legal Description:

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East. Being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 11; thence run North 00°01'49" West along the West line of said Northeast 1/4 for a distance of 49.97 feet; thence departing said West line run North 89°42'58" East for a distance of 45.38 feet to the Point of Beginning; thence run North 00°24'12" East for a distance of 280.54 feet; thence run North 00°01'49" West for a distance of 144.27 feet; thence run South 89°58'11" East for a distance of 51.12 feet to a point on a curve concave Northeasterly having a radius of 341.00 feet, a chord bearing of South 52°25'22" East, and a chord distance of 222.42 feet; thence run Southeasterly along said curve through a central angle of 38°04'07" for an arc distance of 226.57 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 47.00 feet, a chord bearing of South 35°52'46" East, and a chord distance of 54.69 feet; thence run Southeasterly along said curve through a central angle of 71°09'19" for an arc distance of 58.37 feet to a point of tangency; thence run South 00°18'07" East for a distance of 126.10 feet; thence run North 89°44'28" East for a distance of 22.70 feet; thence run South 00°01'49" East for a distance of 117.48 feet; thence run South 89°42'58" West for a distance of 284.78 feet to the aforesaid Point of Beginning.

Said parcel contains 93632.15 square feet, or 2.15 acres more or less.

SHEET 1 OF 2



**ALLEN  
&  
COMPANY**

Professional Surveyors & Mappers

16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM, BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.842, Y = 1507137.192 ) AND # 144 ( X = 476871.124, Y = 1491264.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
 DATE: 03-12-08  
 SCALE: 1" = 60 FEET  
 FIELD BY: N/A

CALCULATED BY: RJT  
 DRAWN BY: SD  
 CHECKED BY: RJT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633



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

CASE NO. 2009-CA-001479-O  
DIVISION 33 (Judge Robert J. Egan)

ORANGE COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida,

DOC# 20120335564 B: 10398 P: 1804  
08/25/2012 03:23:51 PM Page 1 of 7  
Rec Fee: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: CLERK OF COURT CIVIL

Petitioner,

vs.

PARCEL: 8009

WEST ORANGE TOWNHOUSE LIMITED,  
a Florida limited partnership; VY Q. BUI;  
MARC MARINO, Vice President, Mooring  
Tax Asset Group as custodian for La  
Crescenta Management, LLC; WINDWARD  
CAY-WINTER GARDEN - HOMEOWNERS  
ASSOCIATION, INC. and EARL K. WOOD,  
ORANGE COUNTY TAX COLLECTOR.

FILED IN OFFICE 6/19/12  
LYDIA GARDNER, Clerk, Cir. Ct., Orange Co., FL  
By [Signature] D.C.

Respondents.



STIPULATED FINAL JUDGMENT  
AS TO PARCEL 8009

THIS CAUSE having come on to be heard upon Joint Motion for the entry of a Stipulated Final Judgment made by the Petitioner, ORANGE COUNTY, FLORIDA and the Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., set forth below, and it appearing to the Court that the parties were authorized to enter into such Motion, and the Court finding that the taking is necessary for a public purpose and that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court further finding that the Petitioner previously deposited into the Registry of the Court the sum of FIFTY

AND NO/100 DOLLARS (\$50.00) for Parcel 8009, and the Court being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that full compensation for the taking is NINE HUNDRED AND NO/100 DOLLARS (\$900.00) for Parcel 8009 and includes damages of any kind, excluding statutory attorneys' fees and costs, and it is further

ORDERED AND ADJUDGED that Larsen & Associates, P.L., c/o Patryk Ozim, Esquire, 300 South Orange Avenue - Suite 1200, Orlando, Florida 32801, as attorneys for Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., shall receive the sum of TWO HUNDRED EIGHTY AND 50/100 (\$280.50) as statutory attorneys' fees, and it is further

ORDERED AND ADJUDGED that no non-monetary benefits under Section 73.092(1)(b), *Florida Statutes*, have been obtained in this proceeding, and it is further

ORDERED AND ADJUDGED that no reimbursable costs have been incurred in defense of this proceeding under Section 73.091, *Florida Statutes*, and it is further

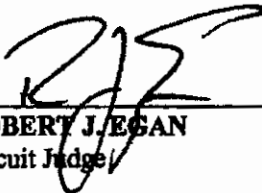
ORDERED AND DIRECTED that within thirty (30) days from the entry of this Stipulated Final Judgment as to Parcel 8009, Petitioner shall deposit the sum of ONE THOUSAND ONE HUNDRED THIRTY AND 50/100 DOLLARS (\$1,130.50) into the Registry of the Court, and it is further

ORDERED AND DIRECTED, that upon deposit the Clerk of the Court shall without further order of the Court immediately disburse the sum of ONE THOUSAND ONE HUNDRED EIGHTY AND 50/100 DOLLARS (\$1,180.50) by check mailed to Patryk Ozim, Esquire, by regular U.S. Mail, with the check payable to the Trust Account of Larsen & Associates, P.L., 300 South Orange

Avenue - Suite 1200, Orlando, Florida 32801, to be disbursed to Respondent, WINDWARD CAY-WINTER GARDEN - HOMEOWNERS ASSOCIATION, INC., and it is further

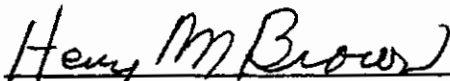
ORDERED AND DIRECTED that upon payment of the deposit of the money hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described therein shall vest in the Petitioner, and it is further

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 19<sup>th</sup> day of June, 2012.

  
ROBERT J. EGAN  
Circuit Judge

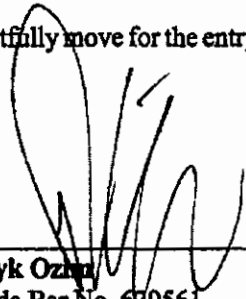
**JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT**

The parties, by and through the undersigned, respectfully move for the entry of the foregoing Stipulated Final Judgment as to Parcel 8009.

  
Henry M. Brown  
Assistant County Attorney  
Florida Bar No. 760455  
ORANGE COUNTY ATTORNEY'S OFFICE  
LITIGATION SECTION  
201 S. Rosalind Avenue, Third Floor  
P.O. Box 1393  
Orlando, FL 32802-1393  
Telephone: (407) 836-7320  
Facsimile: (407) 836-5888  
E-Mail: [Henry.Brown@ocfl.net](mailto:Henry.Brown@ocfl.net)

Attorney for Petitioner,  
ORANGE COUNTY, FLORIDA

Dated: June 15, 2012

  
Patryk Ozim  
Florida Bar No. 629561  
Larsen & Associates, P.L.  
300 South Orange Avenue, Suite 1200  
Orlando, Florida 32801-3378  
Telephone: (407) 841-6555  
Facsimile: (407) 841-6686  
E-mail: [pozim@larsenandassociates.com](mailto:pozim@larsenandassociates.com)

Attorney for Respondent,  
WINDWARD CAY-WINTER GARDEN -  
HOMEOWNERS ASSOCIATION, INC.

Dated: June 12, 2012

**CERTIFICATE OF SERVICE**

I hereby certify that on June 19, 2012, I electronically filed the foregoing with the Clerk of the Courts by using the ECF system, which will send a notice of electronic filing to the following: **Henry M. Brown, Assistant County Attorney, County Attorney's Office - Litigation Section, 201 S. Rosalind Avenue - Third Floor, P.O. Box 1393, Orlando, Florida 32802-1393, and Patrick Ozim, Esquire, Larsen & Associates, P.L., 300 S. Orange Avenue - Suite 1200, Orlando, Florida 32801.**

  
**Attorney/Judicial Assistant**

S:\HBrown\CASES\West Orange Townhouse Limited\Pleadings\Stip FJ - P 8009.wpd

# LEGAL DESCRIPTION

Parcel No. 8009

A parcel of land lying within a portion of Section 11, Township 23 South, Range 27 East Orange County, Florida. Being more particularly described as follows:

Commence at the Southeast corner of Tract C, Winward Cay as recorded in Plat Book 48, Pages 125-128 of the Public Records of Orange County, Florida; thence run North 00°02'00" West along the East line of said Winward Cay, said East line also being the Westerly right of way line of Orange County Road 535, also known as Winter Garden-Vineland Road as recorded in Deed Book 396, Page 57 of the Official Records of Orange County, Florida, for a distance of 30.71 feet to the POINT OF BEGINNING; thence departing said East line, run North 88°13'31" West for a distance of 8.00 feet; thence run North 00°02'00" West for a distance of 37.87 feet; thence run South 88°13'31" East for a distance of 8.00 feet to the aforesaid East line; thence run South 00°02'00" East along said East line for a distance of 37.87 feet to the POINT OF BEGINNING.

Containing 303 sq. ft. or 0.01 acres more or less

SHEET 1 OF 2



16 EAST PLANT STREET

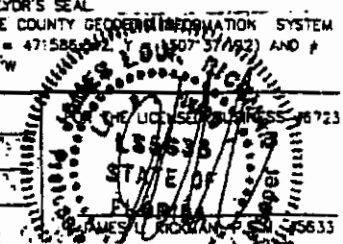
**SURVEYOR'S NOTES:**

**SEGMENT A - COUNTY ROAD 535**

- 1. THIS IS NOT A SURVEY
- 2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL
- 3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 42 ( X = 471586.042 Y = 491284.527 ) AND # 144 ( X = 476871.124 Y = 491284.527 ) BEARING BEING N 8°24' 49" W

JOB NO. 24275  
 DATE: 37-24-07  
 SCALE: R/A  
 N/A

CALCULATED BY: RT  
 DRAWN BY: EJC  
 CHECKED BY: JLR





**SCHEDULE "B"**

**CR 535 SEGMENT A PARCEL 8009**

**DRAINAGE EASEMENT**

Parcel 8009 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the stormwater drainage ditch and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to open space, setback area or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

ACCEPTED AND APPROVED BY THE REAL  
ESTATE MANAGEMENT DIVISION ON  
BEHALF OF ORANGE COUNTY, FLORIDA

JAN 06 2011

BY: Ann Caswell  
ASSISTANT MANAGER

DOC# 20110114883 B: 10181 P: 0192  
03/04/2011 09:47:53 AM Page 1 of 4  
Rec Fee: \$35.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha D. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: ORANGE COUNTY REAL ESTATE



Instrument: 8061B.1  
Project: Winter Garden-Vineland Road (CR 535) Segment A  
(N. of Magnolia Ct to S. of SR 429)

This document has been executed and delivered under threat of condemnation and in settlement of condemnation proceedings affecting the property described herein. This document is immune from documentary stamp tax. See Florida Department of Revenue v. Orange County, 620 So. 2d 991, 18 FLW S336 (Fla. 1993).

**RIGHT-OF-WAY AND SIDEWALK EASEMENT**

THIS INDENTURE, made the 2<sup>nd</sup> day of DECEMBER, 20 10, between Wintermere Harbor Homeowners Association, Inc., a Florida non-profit corporation, having its principal place of business in the city of Winter Garden, county of Orange, whose address is 2582 S. Maguire Rd., Suite 318, Ocoee, Florida 34761, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 6,000 and other valuable considerations, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a perpetual, exclusive easement for public right-of-way and sidewalk purposes, over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

**SEE ATTACHED SCHEDULE "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**02-23-27-9200-00-002**

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the Grantor, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the granted easement.

AGENT 8 BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION

Instrument: 8061B.1  
Project: Winter Garden-Vineland Road (CR 535) Segment A  
(N. of Magnolia Ct to S. of SR 429)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness

JOHN M. BIDES  
Printed Name

[Signature]  
Witness

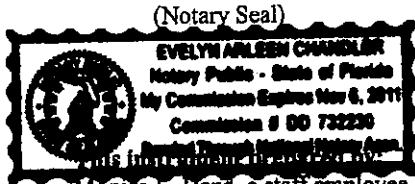
STEVEN P. BALLARD  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

I HEREBY CERTIFY, that on this day of, before me personally appeared John Bides, as Keith Powell of Wintermere Harbor Homeowners Association, Inc., a Florida non-profit corporation, to me known to be, or who has produced Driver's Licenses as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 2nd day of December, 2010.



Monica L. Hand, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Wintermere Harbor Homeowners Association,  
Inc., a Florida non-profit corporation

BY: [Signature]

Keith Powell  
Printed Name

HOA President  
Title

(Corporate Seal)

[Signature]  
Notary Signature

Evelyn Arleen Chandler  
Printed Notary Name

Notary Public in and for the  
county and state aforesaid  
My commission expires: 11/6/2011

# SCHEDULE "A"

Parcel No. 8061B

**Legal Description:**

A parcel of land lying within a portion of Section 2, Township 23 South, Range 27 East and being a portion of Tract "B", Wintermere Harbor, as recorded in Plot Book 42, Pages 67 through 78 of the Public Records of Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Southwest corner of Tract "G" of said Wintermere Harbor, also being a point along the Easterly right of way line of Winter Garden-Vineland Road, County Road 535 and a point of curvature of a curve concave Northwesterly having a radius of 1004.93 feet; thence from a tangent bearing of North 26°24'25" East run Northeasterly along said curve and said Easterly right of way line, also being the Westerly line of said Tracts "A" and "G" and Lots 1 and 2 of said Wintermere Harbor through a central angle of 29°17'44" for an arc distance of 513.82 feet to the Southwest corner of Tract "B" of said Wintermere Harbor, also being a point of curvature of a curve concave Southwesterly having a radius of 1004.93 feet and the POINT OF BEGINNING; thence from a tangent bearing of North 08°29'52" West continue Northwesterly along said Easterly right of way line of Winter Garden-Vineland Road, County Road 535, also being the Westerly line of said Tract "B" through a central angle of 0°51'14" for an arc distance of 14.98 feet; thence departing said Easterly and Westerly lines run South 52°44'20" East for a distance of 24.30 feet to a point along the Northerly line of aforesaid Tract "A" of Wintermere Harbor, also being the North right of way line of Lakeshore Grove Drive; thence run South 89°42'38" West along said Northerly line and North right of way line for a distance of 17.02 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 125.72 square feet, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

**SURVEYOR'S NOTES:**

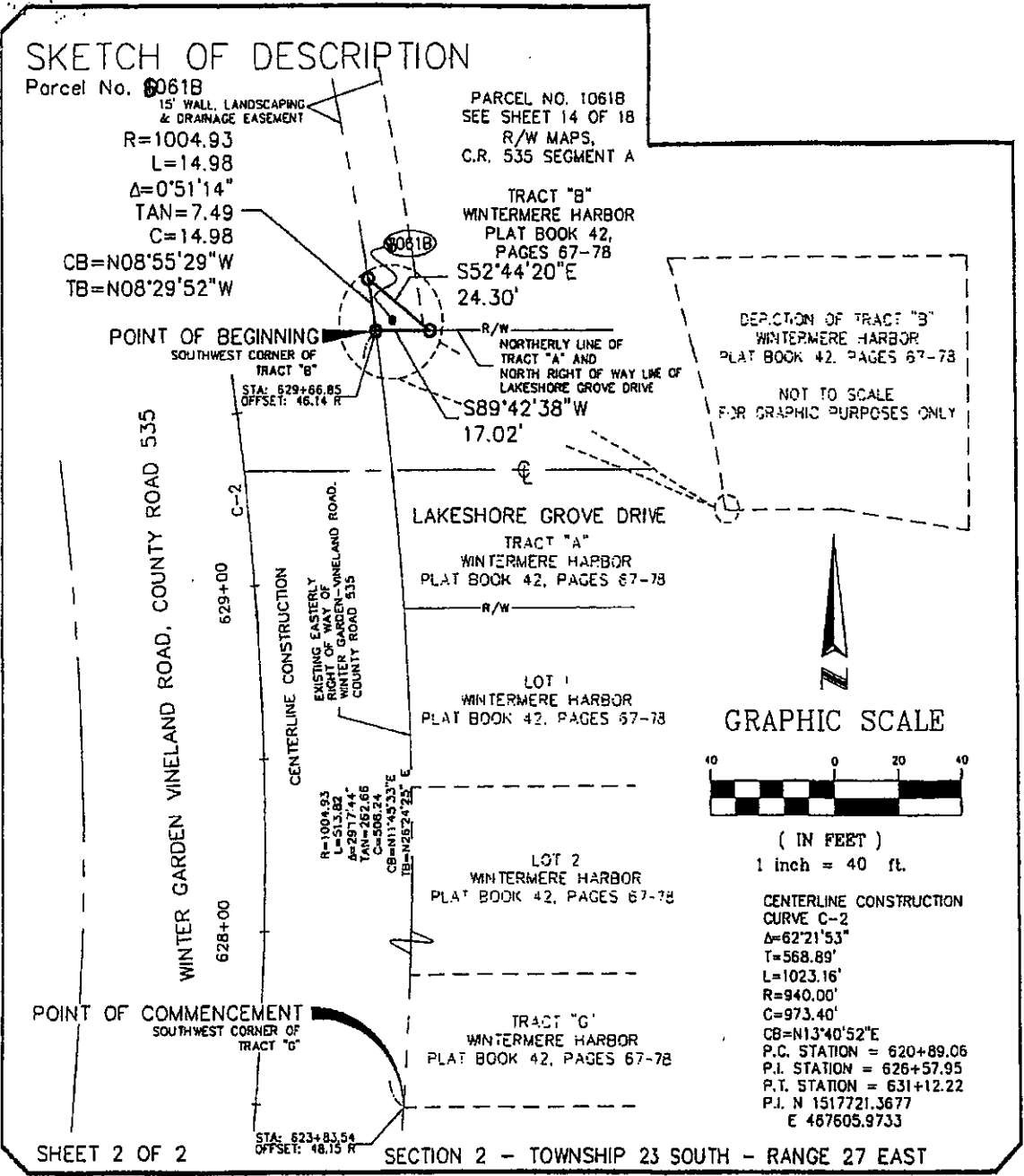
**SEGMENT A - COUNTY ROAD 535**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE ORANGE COUNTY GEODETIC INFORMATION SYSTEM. BASED ON A LINE BETWEEN ORANGE COUNTY GIS MONUMENTS # 142 ( X = 471586.87, Y = 1491156.99, 1992 ) AND # 144 ( X = 476871.124, Y = 1491284.527 ) BEARING BEING N 18°24' 49" W.

JOB NO. 24275  
DATE: 03-03-06  
SCALE: 1" = 40 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: SM  
CHECKED BY: JLR

Professional Surveyors & Mappers, Inc. #0723 BY:  
JAMES R. BROWN, P.S. #15633




<b>LEGEND:</b> $\Delta$ DENOTES DELTA R DENOTES RADIUS CB DENOTES CHORD BEARING TB DENOTES TANGENT BEARING TAN DENOTES TANGENT L DENOTES LENGTH ○ DENOTES CHANGE IN DIRECTION (P) DENOTES PLAT (C) DENOTES CALCULATED R/W DENOTES RIGHT OF WAY CL DENOTES CENTERLINE STA. DENOTES STATION P.I. DENOTES POINT OF INTERSECTION P.T. DENOTES POINT OF TANGENCY P.C. DENOTES POINT OF CURVATURE	
JOB NO. 24275	CALCULATED BY: RT
DATE: 03-03-06	DRAWN BY: SM
SCALE: 1" = 40 FEET	CHECKED BY: J.R
FIELD BY: N/A	

COUNTY ROAD 535  
 SEGMENT A

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 20 2010 NPIBS

DOCH 20100433944 B: 10080 P: 9376  
07/27/2010 01:25:42 PM Page 1 of 6  
Rec Fee: \$52.50  
Deed Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: BROAD & CASSEL



**Return to:**  
Robert F. Mallett, L.L.C.  
Broad and Cassel  
390 N. Orange Avenue, Suite 1400  
Orlando, FL 32801

**Prepared by:**  
Robert D. Guthrie  
Senior Assistant County Attorney  
County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Project Name:** OOCEA-SR 429 (Western Expressway)  
Part C R/W Conveyances

**DRAINAGE EASEMENT**

THIS INDENTURE, Made this \_\_\_\_\_ day of JUL 20 2010, A.D. 20\_\_\_\_, between ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, FL 32802-1393 ("County") GRANTOR, and the CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL. 34787 ("City") GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement on, upon, over, in and through the County Pond 1 (also known as Pond 6A as depicted on OOCEA Plan Sheet 60, Project No. 654A) Property described in Exhibit "A", for the purpose of providing stormwater drainage for Stoneybrook West Parkway and its appurtenant improvements to the extent permitted, shown on the construction plans or constructed as of the date of this easement.

**SEE ATTACHED EXHIBIT "A"**

**County Pond 1 Property**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

GRANTOR, their heirs, successors, and assigns agree to perform, at its expense, maintenance of the County Pond 1 Property, including the segment of the existing 36 inch influent pipe and appurtenances within County Pond 1 property and CR 535 right of

way that convey stormwater drainage from Stoneybrook West Parkway, SR 429 and CR 535 so as to maintain same in good state of repair and fully operational in accordance with all applicable Federal, State or local laws, permits and requirements.

Neither GRANTOR nor GRANTEE shall cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal laws to be discharged or released into or upon the County Pond 1 Property.

GRANTEE shall not have the right to use the County Pond 1 Property for drainage of any other property without the express written prior consent of GRANTOR. Notwithstanding anything to contrary contained herein, the easement granted herein shall be appurtenant to and run with the Stoneybrook West Parkway right-of-way and shall not be assigned, conveyed or transferred by GRANTEE except as an appurtenance thereto. Nothing herein shall grant the general public or the owner or occupant of any lands any right, easement or privilege in or use of the County Pond 1 Property.

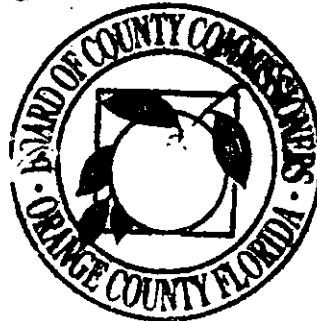
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

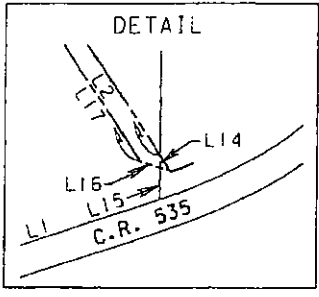
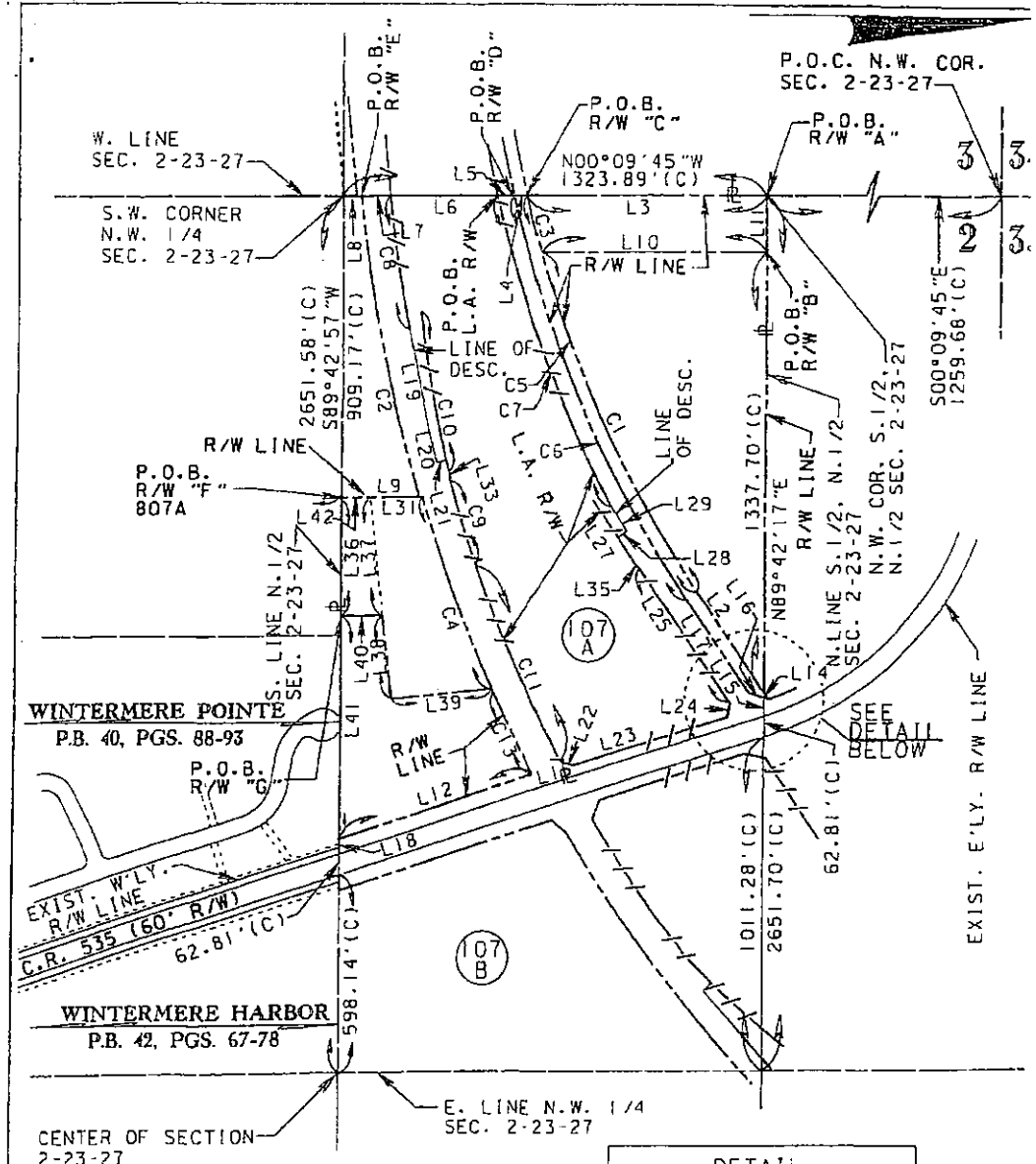
By: *Martha O. Haynie*  
Deputy Clerk



**EXHIBIT "A"**

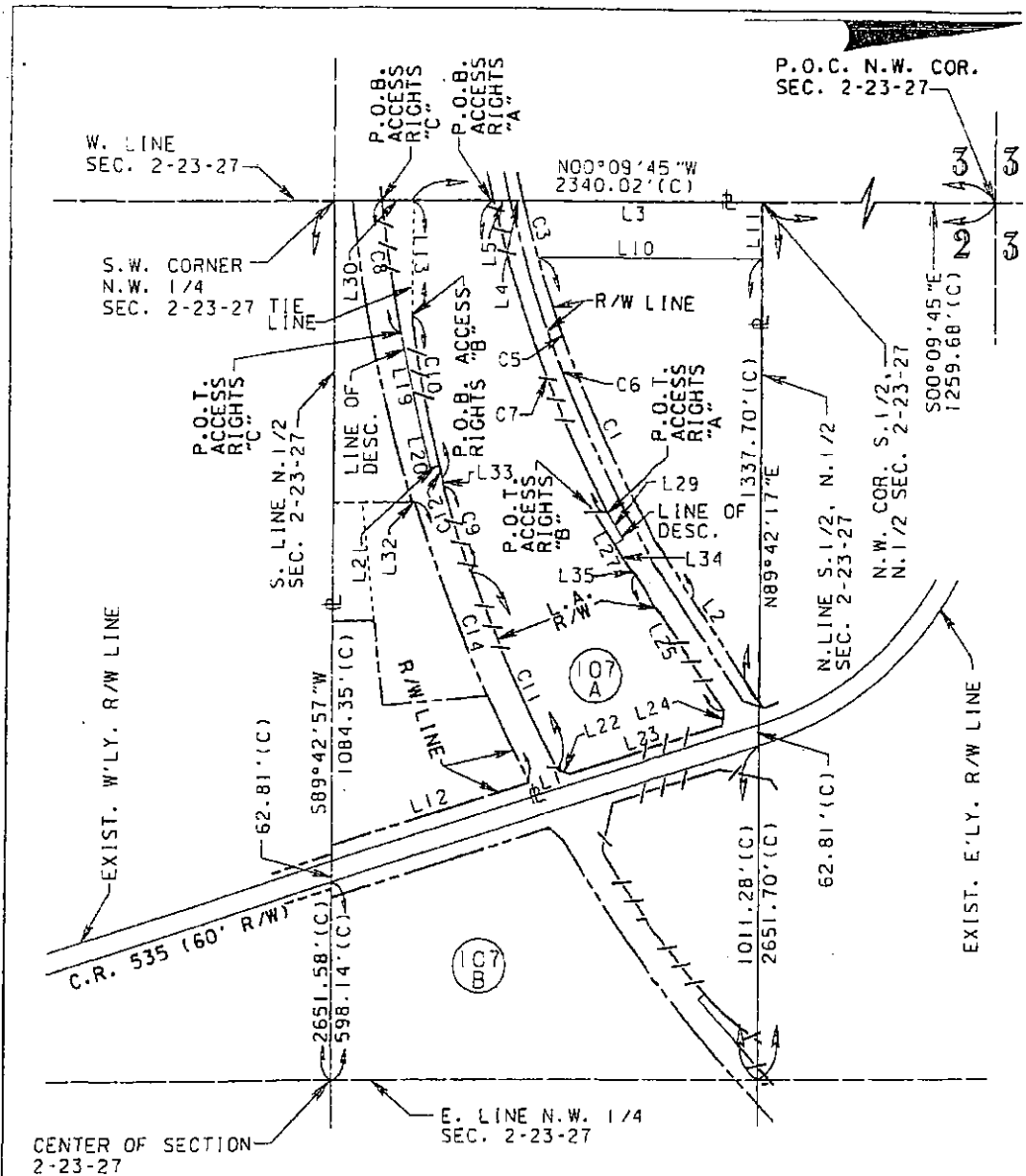
**[EXHIBIT "K-1"]**

[insert legals for Parcels 107A Right-of-Way G (County Pond 1)]



SHEET 1 OF 16  
 SEE SHEET 2 OF 16 FOR L.A. R/W LINE DESCRIPTION DATA.  
 SEE SHEET 3 OF 16 FOR NOTES, LEGEND, CURVE AND LINE TABLES

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		CHRISTENSEN FAMILY, LTD. B SUSAN DILL	PROJECT NO. 75320-6460-654 R/W MAP SHEET: 4, 22-25
	ORMP PROJECT NO.	SHEET 1 OF 16	DATE: 8/10/00	SKETCH PREPARED BY <b>ODRMP</b> DER, HODGE, MILLS & PRECOURT, INC. ENGINEERS - SURVEYORS 1505 E. OGDONAL DRIVE DUNLACO, FLORIDA 32833 1-407-856-0594
REGISTERED LAND SURVEYOR NO. 5221	REVISION	BY	DATE	DRAWN: MFR



SHEET 2 OF 16 (L.A. R/W LINE DESCRIPTION DATA)  
 SEE SHEET 3 OF 16 FOR NOTES, LEGEND, CURVE AND LINE TABLES

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		CHRISTENSEN FAMILY, LTD. & SUSAN DILL	PROJECT NO. 75320-5460-654
				R/W MAP SHEET: 4, 22-25
REGISTERED LAND SURVEYOR NO. 5221		DRAWN PROJECT NO.	SHEET 2 OF 16	DATE: 8/10/00
				SCALE: 1" = 400'
		REVISION	BY	DATE
				CHECKED: AAS
				DRAWN: CSL
		SKETCH PREPARED BY <b>DPRM</b> OVER, MIDDLE, WILLS & PRECOURT, INC. ENGINEERS SURVEYORS 355 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 4071096-0394		

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
STATE ROAD 429  
SECTION 75320-6460-654**

**PARCEL 107A**

**RIGHT-OF-WAY "G"**

**LEGAL DESCRIPTION**

A portion of the South 1/2 of the North 1/2 of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 2; thence run S.00°09'45" E. along the West line of said Section 2 a distance of 2583.57 feet to the Southwest corner of the Northwest 1/4 of said Section 2; thence departing said West line of Section 2, run N.89°42'57" E. along said South line of the South 1/2 of the North 1/2 of Section 2 a distance of 1265.88 feet for a POINT OF BEGINNING; thence departing said South line of the North 1/2 of Section 2 run N.00°17'03" W. 129.11 feet; thence N.83°29'16" E. 256.17 feet; thence N.05°13'53" W. 320.93 feet to a point on a curve concave Northwesterly, having a radius of 4654.66 feet and a central angle of 03°36'50"; thence from a chord bearing of N.62°55'09" E. run Northeasterly along the arc of said curve a distance of 293.58 feet; thence departing said curve; run S.17°29'47" E. a distance of 637.51 feet to an intersection with the aforesaid South line of the North 1/2 of Section 2; thence run S.89°42'57" W. along said South line of the North 1/2 of Section 2 a distance of 677.64 feet to the POINT OF BEGINNING;

Containing 5.208 acres, more or less.

August 10, 2000

**SHEET 15 OF 16**

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

**From:** Steve Graham, Police Chief

**Via:** City Manager Jon C. Williams

**Date:** December 24, 2025

**Meeting Date:** January 8, 2026

**Subject:** Orange County Public Schools is requesting an addendum to our current SRO agreement with the City of Winter Garden for school resource officer requirements.

**Issue:** The school board is requesting that SROs sign into the “Daily SRO attendance log” to assist with verification. This will assist with proof of coverage with state audits.

**Recommended action:** To approve the addendum and authorize the Mayor to sign the agreement.

**Attachment:** Agreement to be signed by Mayor Rees

**Addendum to School Resource Officer Agreement**

The City of Winter Garden, for its Winter Garden Police Department and the School Board of Orange County, Florida (“SBOC”) entered into the School Resource Officer Agreement that became effective July 1, 2025, through June 30, 2027 (the “Agreement”). The Parties therefore wish to execute this addendum (“Addendum”) to add a provision to the Agreement that shall be effective upon execution by the Parties.

The following provision is added to the Agreement:

“SROs when working at an assigned campus shall sign into the “Daily SRO Attendance Log” to assist SBOC in complying with the requirements of Section 1006.12, Florida Statute.”

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by the undersigned persons as duly authorized.

CITY OF WINTER GARDEN

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body organized and existing under the constitution and laws of the State of Florida

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

By: \_\_\_\_\_  
Teresa Jacobs, Chair

Approved as to Form and Legality

Date: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
City Attorney

Attest:

Date: \_\_\_\_\_, 2026

\_\_\_\_\_  
Maria F. Vazquez, Ed. D. Superintendent

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
Keshara D. Cowans, Staff Attorney

**From:** Steve Graham, Police Chief

**Via:** City Manager Jon C. Williams

**Date:** December 29, 2025

**Meeting Date:** January 8, 2026

**Subject:** Weapon transition for Police Department

**Issue:** The agency has begun a transition to the new model 9mm Glock 47 firearms that include optics. We have been slowly implementing the change, however with supply issues it will be best to complete a timely move and switch the remaining department members now. An additional 59 handguns, with ammunition, are being requested along with a rifle for the SWAT team.

This request if approved would be funded through the law enforcement trust fund for an amount not to exceed \$65,000.

**Recommended action:** To approve the purchase of the weapons and ammunition from the law enforcement trust fund.

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8,2026

**Subject:** Authorization to Decommission & Dispose of 16 CWG Surplus Vehicles.

**Issue:** Disposal of vehicles that are no longer functional, usable or have become obsolete as of June May 2025.

**Recommended Action:** Motion to declare the attached list of vehicles, as surplus and authorize their sale or disposition in a manner to be determined by the City Manager.

**Attachment:**  
City of Winter Garden Surplus Vehicles (16)

**Current as of: 3 December 2025**

<b>Veh #</b>	<b>Asset #</b>	<b>Year/Make/Model</b>	<b>VIN/Serial #</b>	<b>Department</b>	<b>Acquisition Date</b>	<b>Current Mileage</b>	<b>Condition</b>
R124	4014	1999 Freightliner Ambulance	1FV3GFBC5XH925375	FD	5/11/2007		Poor Condition or Non-op
R122	6824	2005 Freightliner Ambulance	1FVACWCT15HU32629	FD	6/19/2017	91929	Poor Condition or Non-op
R121	6828	2006 International Rescue	1HTMMAAP76H331887	FD	10/31/2017	194765	Poor Condition or Non-op
B224	7541	2006 Ford Expedition	1FMPU16596LA28653	FD	9/13/2005	117832	Poor Condition or Non-op
4013	7539	2007 Ford Explorer XLT	1FMEU73E77UB45013	FD	5/16/2007	143312	Poor Condition or Non-op
275	4849	2008 Sterling Vactor	2FZHAWCY69AAF6967	COL	12/15/2009	360013	Poor Condition or Non-op
255	6502	2006 Chevrolet Silverado	1GCEK19V56E234876	PARKS	6/2/2006	162028	Poor Condition or Non-op
247	4807	2006 Chevrolet Silverado	1GCEK14X86Z253312	FLEET	4/5/2006	209886	Poor Condition or Non-op
147	6991	2018 Ford Taurus	1FAHP2MK9JG104247	PD	1/17/2018	71619	Poor Condition or Non-op
205	6744	2017 Ford Explorer	1FM5K8AR3HGB55376	PD	12/27/2016	101152	Poor Condition or Non-op

199	6300	2007 Ford F-150 Pickup	1FTPW14V67KC31508	PD	6/2/2015	43784	Poor Condition or Non-op
130	5486	2013 Ford Taurus	FAHP2M89DG139170	PD	7/19/2012	130845	Poor Condition or Non-op
146	6256	2015 Ford Taurus	1FAHP2MK7FG142650	PD	4/30/2015	54756	Poor Condition or Non-op
141	6532	2016 Ford Explorer	1FM5K8AR1GGB65533	PD	1/19/2016	60072	Poor Condition or Non-op
111	7007	2018 Ford Taurus	1FAHP2MK9JG104250	PD	1/18/2018	62979	Poor Condition or Non-op
7387	7387	2003 Crane Carrier Rear Loader	1CYCCL5873T046091	SW	6/7/2019	151596	Poor Condition or Non-op

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8, 2026

**Subject:** Authorization to procure two front-load garbage trucks for the City of Winter Garden Solid Waste Department.

**Background:** The City of Winter Garden is seeking to replace two front-load garbage Trucks in fiscal year 2026. Maintenance costs for the current front-load fleet have escalated primarily due to aging equipment and increasingly expensive repairs. Frequent breakdowns have led to route delays, costly repairs, frequent vehicles rentals, and overtime expenses, all of which contribute to significant budget overruns. The cost to replace one front-load garbage truck is \$382,000, for a total expenditure of approximately \$764,000 under the Florida Sheriffs contract. These vehicles will be acquired under a five-year lease agreement financed through Magnolia Bank.

**Recommended Action:** It is recommended that City Council authorize the procurement of two front-load garbage trucks under the Florida Sheriffs Association contract # FSA25-VEH23.0 in the amount of \$764,000.

Attachments:  
Florida Sheriffs Association Contract Terms  
Nexttran Truck Center FSA Quote

**Florida Sheriffs Association**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

## 1.0 GENERAL CONDITIONS

### 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (“FSA”). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
E-mail: [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org)

### 1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including Manufacturers and Dealers or authorized representatives (each a “Bidder” and together, “Bidders”), to submit responses in accordance with this solicitation document for Bid FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with Manufacturers and/or Manufacturers’ authorized Dealers for Contract terms specified under Section 1.03 for the purchase of on a “no trade-in basis.”

### 1.03 TERM OF CONTRACT

The term for Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles (“Contract” or “Agreement”) shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

### 1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

### 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs’ offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures “concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel”.

**Florida Sheriffs Association**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

## 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

## 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

## 1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

- A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.
- B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- F. Factory: Refers to the Manufacturer produced products.
- G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of

# BUYER'S ORDER



**Sold to:** City of Winter Garden  
300 West Plant St.  
Winter Garden, FL 34787

**Invoice Number:**  
**Date:** December 1, 2025  
**PO #:**  
**Salesman:** Brian Carmody

Make	Year	Model	Type	VIN NUMBER	Amount
MACK	2027	TE64	NEW	Order Out	\$ 381,994.00
<b>Total Selling Price:</b>					<b>\$ 381,994.00</b>

**IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID FSA25-VEH23.0**  
**Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**

**FSA TRUCK SPECIFICATION**

ORDER CODE	OPTION	PRICE
ITEM NO. 91	MACK TE SERIES	\$ 196,167.00
1001856	ENGINE UPGRADE 375HP	\$ 632.00
20F46R	66,000 GVWR PACKAGE	\$ 1,617.00
FEPTO-PKG	FRONT ENGINE PTO	\$ 990.00
OPT-315	(8) 315/80R22.5 TIRES	\$ 2,049.00
3180010	BATTERY DISCONNECT SWITCH	\$ 120.00
MCE0051	DOUBLE FRAME	\$ 990.00
Unpublished Option	Lube Core Auto Lube System	\$ 4,800.00
Unpublished Option	Safety Vision Camera Install	\$ 3,700.00
Chassis Warranty	5YR/250K Mile Engine, Aftertreatment, HVAC	\$ 3,991.00
Body Option	New Way Mammoth 40YD Body	\$ 166,938.00
<b>TOTAL</b>	<b>PRICE</b>	<b>\$ 381,994.00</b>

Sub Total: \$	381,994.00
Insta Tag Fee: \$	-
Disposal Fee: \$	14.50
Tire Tax Credit \$	(260.00)
<b>\$</b>	<b>381,748.50</b>

PRICE OF ONE MACK TE64 TRUCK CHASSIS WITH A NEW WAY MAMMOTH 40YD FRONTLOADER BODY.

**P.O. AMOUNT DUE: \$ 381,748.50**

P.O. #

**Salesman Signature**

**Customer Signature**

MV Registration#: MV12152

Our Service Manager is Marcos Ramirez  
Our Parts Manager is Matt Lenhart  
Our Sales Manager is Juan De Oliveira

Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809  
Phone: 800-800-6225 Fax: 407-398-0297

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8, 2026

**Subject:** Authorization to procure one rear-load garbage truck for the City of Winter Garden Solid Waste Department.

**Background:** The City of Winter Garden is seeking to replace one rear-load garbage truck for fiscal year 2026. Maintenance costs for the current rear-load fleet have increased primarily due to aging equipment and increasingly expensive repairs for older vehicles. Frequent breakdowns have led to route delays, costly repairs, frequent vehicle rentals, and overtime expenses, all of which contribute to significant budget overruns. The cost to replace one rear-load garbage truck including extended warranty is \$334,900.

**Recommended Action:** It is recommended that City Council authorize the procurement of one rear-load garbage truck under the Florida Sheriffs Association contract # FSA25-VEH23.0 in the amount of \$334,000.

Attachments:  
Florida Sheriffs Association Contract Terms  
RDK Truck Sales FSA Quote

**Florida Sheriffs Association**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

## 1.0 GENERAL CONDITIONS

### 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (“FSA”). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
E-mail: [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org)

### 1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including Manufacturers and Dealers or authorized representatives (each a “Bidder” and together, “Bidders”), to submit responses in accordance with this solicitation document for Bid FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with Manufacturers and/or Manufacturers’ authorized Dealers for Contract terms specified under Section 1.03 for the purchase of on a “no trade-in basis.”

### 1.03 TERM OF CONTRACT

The term for Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles (“Contract” or “Agreement”) shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

### 1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

### 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs’ offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures “concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel”.

**Florida Sheriffs Association**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

## 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

## 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

## 1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

- A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.
- B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- F. Factory: Refers to the Manufacturer produced products.
- G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of



RDK ASSETS INC  
 3214 Adamo Drive  
 Tampa, FL 33605  
 P: (813) 241-0711  
 F: (813) 241-0414



**BILL TO**  
 CITY OF WINTER GARDEN  
 300 W Plant Street  
 WINTER GARDEN, FL 34787  
 P: (407) 877-5449

**DELIVER TO**  
 CITY OF WINTER GARDEN  
 300 W Plant Street  
 Winter Garden, FL 34787  
 P: (407) 877-5475

**SALES QUOTE: M101003862**

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
12/3/2025	QUOTE	12/2/2025		Joanie	

**RDK Truck Sales**  
**FSA Contract Number:**  
**FSA25-VEH23.0**  
**Battle Motors**

109214	REL28XD	2025 - BATTLE MOTORS - LET2 - RL	1CYABDAC4S1004725	PRICE
	FSA - Battle - Raider			198,789.00
	Cummins L9			0.00
	Allsion 3000RDS			0.00
	350 HP			0.00
	Chassis Warranty - 5 year coverage			0.00
	Engine Warranty - Cummins L9 - 5 years/300,000 miles			0.00
	Engine Aftertreatment Warranty - 5 years/300,000 miles			0.00
	Transmission Warranty - 5 year coverage			0.00
	Non-FSA Body Option - Pac-Tech 28vd RL			136,111.00
	Strobe Light Package			0.00
	Single Cart Tipper			0.00
	Reeving Winch			0.00
	Worklight Package			0.00
<b>Total Price:</b>				<b>334,900.00</b>

<b>Total Due</b>	<b>=</b>	<b>\$334,900.00</b>
------------------	----------	---------------------

x \_\_\_\_\_  
 Buyer Signature

x \_\_\_\_\_  
 Seller Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay RDK Assets INC, dba RDK Truck Sales all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although RDK Assets INC, dba RDK Truck Sales has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against RDK Assets INC, dba RDK Truck Sales. Customer shall be responsible to pay RDK Assets INC, dba RDK Truck Sales for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to RDK Assets INC, dba RDK Truck Sales, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to RDK Assets INC, dba RDK Truck Sales all lienholders on the vehicle. In the event RDK Assets INC, dba RDK Truck Sales incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse RDK Assets INC, dba RDK Truck Sales for such costs upon demand. Unpaid or past due balances will be assessed an interest charge equal to the lessor of (1) one and one half percent (1 1/2 %) per month or (ii) the maximum rate permitted by law.

2. Deposit. Should RDK Assets INC, dba RDK Truck Sales fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against RDK Assets INC, dba RDK Truck Sales shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, RDK Assets INC, dba RDK Truck Sales may elect to retain the deposit, and sue for any actual damages incurred by RDK Assets INC, dba RDK Truck Sales for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. except as otherwise specified in the Warranty section on page one of this Agreement, and as evidenced by a Warranty Certificate signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales, all used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. RDK ASSETS INC, dba RDK TRUCK SALES SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE WARRANTY CERTIFICATE. No other person is authorized to make any representations or warranties on behalf of RDK Assets INC, dba RDK Truck Sales, unless made or assumed in writing by RDK Assets INC, dba RDK Truck Sales.

4. Limitation of Liability. Customer shall fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against RDK Assets INC, dba RDK Truck Sales for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless RDK Assets INC, dba RDK Truck Sales receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless RDK Assets INC, dba RDK Truck Sales receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless RDK Assets INC, dba RDK Truck Sales and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of RDK Assets INC, dba RDK Truck Sales, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse RDK Assets INC, dba RDK Truck Sales for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. RDK Assets INC, dba RDK Truck Sales is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by RDK Assets INC, dba RDK Truck Sales of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by the Customer. Such trade-in shall be subject to reappraisal by RDK Assets INC, dba RDK Truck Sales at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to RDK Assets INC, dba RDK Truck Sales for any decrease in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean-up and disposal of trash or debris inside the vehicle. Customer represents that any such trade-in vehicle is customer's property and is not subject to any liens or encumbrances except as disclosed by customer to RDK Assets INC, dba RDK Truck Sales

7. Entire Agreement. This Agreement contains the final, complete, and exclusive expression of the understanding between the parties with respect to the purchase and sale of the vehicle, and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Customer is not relying on any statement or representation by RDK Assets INC, dba RDK Truck Sales that is not set forth in this Agreement or another written document that is signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales

8. Governing Law; Venue; Waiver of Right to Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Courts' personal jurisdiction over them, or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. each party hereby waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision. Customer hereby knowingly, voluntarily and intentionally waives any right Customer may have to a trial by jury of any claim, demand, action, counterclaim, whether in contract or in tort, in any way related to the purchase and sale of the vehicle hereunder.

9. No Waiver. RDK Assets INC, dba RDK Truck Sales shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by RDK Assets INC, dba RDK Truck Sales in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party hereunder are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

10. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that RDK Assets INC, dba RDK Truck Sales is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

CUSTOMER:  
CITY OF WINTER GARDEN

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED:  
RDK Assets INC dba RDK Truck Sales

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8, 2026

**Subject:** Authorization to procure one 55-yard grapple/claw truck for the City of Winter Garden Solid Waste Department.

**Background:** The City of Winter Garden requires a large-body grapple truck to enhance its ability to remove large amounts of debris during natural disaster response. In addition to emergency use, this vehicle will support the consolidation and transport of day-to-day bulk waste to the transfer station, reducing reliance on multiple drivers and vehicles for waste disposition. The addition of this truck is critical for municipal large-scale storm response and the City's capacity to expedite cleanup operations and response times. The total cost of this vehicle is \$359,323.00. Extended warranty and upfit not included. This vehicle will be acquired under a five-year lease agreement financed through Magnolia Bank.

**Recommended Action:** It is recommended that the City Council authorize the addition and procurement of one 55-yard grapple truck under the City of Tallahassee contract # 5073 in the amount of \$359,323.

Attachments:  
City of Tallahassee Contract Terms  
55-yard Grapple Truck Quote

**AGREEMENT FOR MUNICIPAL CONSTRUCTION AND UTILITY  
EQUIPMENT, ACCESSORIES, PARTS, AND SERVICE  
Agreement No. 5073**

This Agreement for Municipal Construction and Utility Equipment, Accessories, Parts, and Service (the "Agreement") effective this 1<sup>st</sup> day of April 2021 (the "Effective Date") between the **City of Tallahassee**, a municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Ring Power Corporation**, a Florida profit corporation (the "Vendor"), whose principal place of business is 500 World Commerce Pkwy., St. Augustine, FL 32092. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. **DEFINITIONS.** Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. *"Equipment and Services"* means the on and off road municipal construction and utility equipment, including all equipment, accessories, parts, service, training, and supplies necessary to support these products in the Agricultural, Industrial Constructions, and Utility categories sought in City Solicitation RFP-130-20-KM and more fully described in its Section 3, Scope of Work/Specifications. Equipment and Services does not mean Rental Equipment which will be addressed in another contract document.

B. *"Purchase Order"* means the purchase order commitment for Equipment and Services made by the City through a Purchase Order and made subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. *"Agreement Documents"* are the City Solicitation RFP-130-20-KM, its associated Scope of Work/Specifications and any associated addenda, the Vendor's Solicitation Response dated October 8, 2020, including any associated addenda and pricing sheets, the Purchase Order, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

## 2. ORDERS.

A. City Solicitation RFP-130-20-KM sought multiple vendors for Equipment and Services. Although the City plans to order needed Equipment and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. The City reserves the right to order from other government contracts and/or government association contracts when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor(s) who can best fulfill the needs of the City.

B. Upon receipt of the quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Equipment and Services through a City Purchase Order. **The Vendor's quote should be dated and reference the Agreement Number.**

## 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of 0.5 % of the total purchase price for such purchases. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to [kathy.crum@talgov.com](mailto:kathy.crum@talgov.com). The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5073** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin  
400 Dupree Street  
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5073 referenced** on the check. For questions, please contact:

Fleet Administration  
(850) 891-5241

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

#### **4. PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Equipment and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's price lists shall be updated accordingly based on current year pricing.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Equipment and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented in this Agreement either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City, or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid amount shall bear interest from 30 days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall

attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

[invoices@talgov.com](mailto:invoices@talgov.com) with a copy to [fleetadmin@talgov.com](mailto:fleetadmin@talgov.com) or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. Include the authorizing City Purchase Order and/or Agreement number on the invoice;
- e. The invoice must be dated;
- f. Include the number of the invoice to facilitate identification;
- g. Include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. Include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. Include the terms of any prompt payment discount offered; and
- j. Include Vendor’ Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

**5. DELIVERY, INSPECTION, AND ACCEPTANCE.**

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Equipment or Services to determine whether such Equipment or Service meets all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Equipment or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Equipment or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Equipment or Services in the time frame listed on the quote, the Vendor and City agree to discuss and confirm in writing, a mutually acceptable time frame. In the event delivery of the Equipment or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Equipment or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Equipment or Services FOB to:

City of Tallahassee- Fleet Management  
400 Dupree Street  
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;
- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

**6. WARRANTY.**

The warranty becomes effective when the Equipment or Services is put into use by the City, or at a maximum of thirty (30) days after delivery, whichever occurs first.

**7. TERM.**

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for one (1) five (5) year extension (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

**8. TERMINATION.**

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts

that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for damages suffered from the default resulting in termination of the Agreement, but only after the Vendor is provided prior written notice of such default and an opportunity to cure the defect within thirty (30) days of receipt of such notice. Such withholding of funds shall only be applicable to the specific transaction in which the default occurred and shall be reasonably calculated to compensate the City for damages directly suffered because of the Vendor's material breach of the Agreement.

**9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.** The City may apply the following financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy the performance deficiencies within thirty (30) days following the receipt of written notice of such deficiencies from the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited.

**10. LIQUIDATED DAMAGES.**

A. If the Vendor fails to provide the Equipment or Services within the time specified in this contract, or any extension, and fails to cure such deficiency within thirty (30) days following the receipt of written notice of such deficiency from the City, the Vendor shall pay to the City as fixed, agreed, and liquidated damages, the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1500.00 per month.

B. Alternatively, if delivery or performance is so delayed, the City may terminate this Agreement in whole or in part under the Termination provision in this Agreement and, in that event, the Vendor may be liable for (i) reimbursement to the City for reasonable costs spent to procure the Equipment or Services from another vendor, or (ii) for a fixed, agreed, and liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar Equipment or Services.

C. The Vendor shall not be charged with liquidated damages when the delay in delivery or

performance arises out of causes beyond the control and without the fault or negligence of the Vendor.

**11. INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) (collectively "Claims") but only to the extent such Claims are directly caused by any breach of contract, act, or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**12. AVAILABILITY OF FUNDS.** City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

**13. NOTIFICATION OF INSOLVENCY.** In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

**14. CHOICE OF LAW AND VENUE.** All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, or concerning, this Agreement between the Parties, shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

**15. REMEDIES.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**16. ENFORCEMENT COSTS.** In any legal action or proceeding brought for the enforcement of this Agreement or due to an alleged dispute, breach, default, or misrepresentation under the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, including taxes, incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

**17. NO WAIVER; SEVERABILITY; SECTION HEADINGS.** No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement, and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

**18. RELATIONSHIP BETWEEN THE PARTIES.** The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

**19. NOTICES.** All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director  
400 Dupree Street  
Tallahassee, FL 32304  
with a copy via email to:  
[fleetadmin@talgov.com](mailto:fleetadmin@talgov.com)

For the Vendor:

500 World Commerce Pkwy  
St. Augustine, Florida 32092  
with a copy via email to:  
[ted.gerrell@ringpower.com](mailto:ted.gerrell@ringpower.com)

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

**20. ASSIGNMENT.** Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

**21. PUBLIC RECORDS.** The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining

confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk  
(850) 891-8130  
[records@talgov.com](mailto:records@talgov.com)

Mailing Address:  
City Hall  
300 S. Adams Street  
c/o Records Division, Box A-31  
Tallahassee, Florida 32301

**22. SUBCONTRACTORS.** Subcontractors are not allowed under this Agreement.

**23. FORCE MAJEURE.** Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

**24. INSURANCE COVERAGE.** Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for

property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- \* Premise/Operations;
- \* Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- \* Products/Completed Operations;
- \* Contractual;
- \* Independent Contractors;
- \* Broad Form Property Damage; and
- \* Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- \* Owned/Leased Autos;
- \* Non-owned Autos; and
- \* Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- \* The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not

contain special limitations on the scope of protection afforded the City Insureds.

- \* The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- \* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- \* Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. All Coverage.

- \* Each insurance policy shall name the City as an additional insured.
- \* Should any of the above described policies be cancelled before the expiration date thereof, the Vendor or its insurance company will mail written notice to the certificate holder/City according to the cancellation notification requirements in Florida law.
- \* If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a breach of the Agreement. The City, at its sole option, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- \* Alternatively, after providing thirty (30) days' prior written notice to the Vendor outlining the breach, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

G. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, **with a ninety (90) days' prior written notice to the Vendor and the right to terminate the Agreement without being in breach**, the Vendor shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

H. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

I. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

**25. SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

**26. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**27. ORDER OF PRECEDENCE.** In the event of any inconsistency between any provisions of the Agreement and its associated documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

A. This Agreement, and any written attachments and future written Amendments.

- B. City Solicitation RFP-130-20-KM, including all addenda.
- C. Vendor's Response to the City's Solicitation.

**28. E-VERIFY.** All Contractors and Subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- A. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- B. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

The Contractors and Subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes, as amended from time to time. Failure to comply with Section 448.095, Florida Statutes, will result in termination of the contract, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination, and the Contractor will be liable for any additional costs incurred by the City as result of the contract termination.

**29. ENTIRE AGREEMENT.** This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Any provisions that purport to add, delete, or modify any provisions of this Agreement in any City form of purchase order, quotation, acknowledgment, or other forms or purchase documents supplied by the City shall be ineffective and void ab initio. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**CITY OF TALLAHASSEE**

**RING POWER CORPORATION**


By:   
Raoul Lavin (May 25, 2021 13:58 EDT)  
Reese Goad, City Manager

By: Jay Lusk  
Jay Lusk (May 25, 2021 12:58 EDT)  
Print Name: Jay Lusk

Title: Ass. Governmental Sales Manager

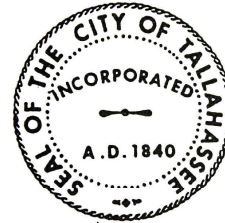
JS  
JS

Attest:

By:   
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Kellie Scott for  
Kellie Scott for (Jun 3, 2021 11:38 EDT)  
Cassandra K. Jackson, City Attorney





# Routing Memo

To: Procurement  
 Veronica McCrackin  
 Keith Milton  
 Antwan Pennywell

City Attorney's Office  
 Cassandra K. Jackson  
 Kellie Scott

Treasurer Clerk's Office  
 Cindy Dickinson

From: Kathy Crum - ext. 5229

Date: May 24, 2021

Re: Agreement No. 5073 – Ring Power Corporation

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This document has been reviewed by Kellie Scott and the Vendor. Please have it placed in AdobeSign to be routed for final signatures.

Vendor Contact Information:  
[Jay.Lusk@RingPower.com](mailto:Jay.Lusk@RingPower.com)

Please contact me with questions.  
Thank you.

**Signature:** *Jeffery Shepard*

**Email:** jeffery.shepard@talgov.com



Ring Power Corporation  
500 World Commerce Parkway  
St. Augustine, FL 32092

James Boehnlein  
Cell – (904) 763-0274

12/03/2025

Quote Number: 86700916

**City of Winter Garden**

The City of Tallahassee  
Contract # 5073  
Solicitation RFP-130-20-KM  
ITEM 3: UTILITY EQUIPMENT  
Group F: SPECIALITY UTILITY EQUIPMENT - BACKLOT/ROUGH TERRIAN.

**Qty. Description**  
**Palfinger Epsilon M13A98 Loader BOC**

**NET LIFTING MOMENT**

- 92,200 ft. lbs.

**HORIZONTAL REACH**

- 32'2"

**MAIN & OUTER BOOM LENGTH – HORIZONTAL**

- 21' 2"

**EXTENSION LENGTH**

- 5' 2"

**CRANE RATING**

- Minimum HC1/HD4/B4

**HYDRAULIC SYSTEM**

- Parker F130CF dual circuit control valve
- 3,410 main system pressure
- 21 GPM per circuit
- Dual high pressure filters

**CRANE BASE & STABILIZERS**

- Access ladders with perforated grip strut tread rungs
- Ladders are KTL painted
- Stabilizers are an "A-Frame" design with only an up & down function
- Stabilizers have a minimum spread of 10' 4"
- Stabilizers independently controlled from operator top seat control station

**TOP SEAT OPERATOR CONTROL STATION AND OPERATOR CONTROLS**

- Operator platform surrounded by round steel handrail with hard shell to prevent damage to the seat, valve, hosing, and operator

**Qty. Description**

- Operator platform has four toggle switches within easy reach of operator that control lights on operator platform & outer boom and engine RPM +/-
- Operator seat is a slide adjustable front to back and has adjustable height padded armrests
- Operator controls consist of 2 joysticks and a single foot pedal
- Both joysticks fold down for travel and stow below armrests on operator seat
- Swing lock pin easily accessible from operator platform area

**SLEWING SYSTEM**

- Minimum 14,010 ft lbs. net slewing torque
- 360° continuous rotation
- Capable of 7 rotations per minute at full hydraulic flow
- Rotation function controlled by foot pedal at operator's station
- Locking pin to prevent rotation of boom while in transport
- Double row rotation bearing with internally facing gear

**MAIN & OUTER BOOM**

- Main boom lift cylinder has a sliding steel guard to protect the cylinder load from damage
- Main boom section has raised sides to create a protective recess for the steel hydraulic lines and hoses on the top of the main boom
- All line and hose connections on the top of the main boom are staggered and elevated off the top of the main boom structure for ease of service
- Steel lines on the top of the main boom are KTL painted
- Loader has a linkage system between main and outer boom to provide a consistent rate of movement and load capacity throughout the arc of the loader's movement at a given horizontal reach. The load capacity at a given horizontal reach shall deviate more than 2.5% when evaluated at 0' vs. 10' elevation from ground level.
- Outer boom cylinder mounted above the main and outer boom to help protect cylinder from contact with truck body and body debris
- All bushings in the arm system are bronze and incorporate grease channels to maximize lubrication and maintenance
- Outer boom is equipped with (2) LED work lights mounted to each side of the outer boom section. Each light shall have a steel protective enclosure. Lights controlled via switch at top seat operator station.

**EXTENSION SYSTEM**

- Extension cylinder, hoses and pipes are located inside the outer boom and extension sections.
- Extension system has adjustable wear pads and guide blocks

**SUSPENSION LINK & ROTATOR**

- Suspension link is cast steel and has an open center for routing of rotator hoses.
- Suspension link is a dual pin design at the attachment points where the link attaches to the loader extension section
- Rotator is a 10-ton Epsilon model RB10F or approved equal
- Rotator is capable of 360° continuous rotation
- Rotator has side and bottom ports

**Qty. Description**

- Rotator has a bolt on steel guard plate covering the hose fitting connections and ports on the rotator

**GRAPPLE**

- Heiden HC30-TGX Trash Grapple
- 48" wide jaws
- 78" open width

**PAINT**

- Crane structural components and pipes are painted using "KTL" (or equal) process.
- Crane components and pipes shall be blasted with wire shot and then treated in zinc phosphate solution.

**HYDRAULIC SYSTEM**

- Hotshift PTO with direct mount, tandem circuit hydraulic pump
- 79 gallon aluminum hydraulic reservoir within tank return filter and 2" shut off valve
- Frame mounted hydraulic oil cooler. Cooler shall be 26.8 HP with 20.0kW heat removal.
- Manual dump body control valve mounted on driver side frame rail with in cab switched 6 port electric diverter to divert hydraulic function between loader and body functions.
- Dump body control valve to have internal relief valve

**BODY**

- BeauRoc MPHD 24'0" x 60" x 96" x 96"
- Side height tapers down to a height of 60" near the front of the body to allow for loader arm clearance
- Side taper begins downwards at 58" from the front sheet and finishes at 60" high at 34" from the front sheet.
- 102" high tailgate
- Minimum 1/4" HARDOX 450 floor
- 86" floor width at front of body and 88" floor width at rear of body.
- Floor sheet to side sheet transition constructed with a knee brace at angles upward from the floor to the side at 57 degrees
- Long sills 8" x 18.4 lbs. I-beam structural steel with an outside support flange to support the floor with as wide a span as possible.
- Minimum 3/16" HARDOX 450 front bulkhead
- Front bulkhead constructed of 2 overlapping pieces with a formed recess, 12 1/4" deep by 17 1/4" wide, to house the trunnion mount hoist.
- The formed recess has chamfered 45° corners on the two front edges and the two rear edges to reduce stress points.
- Front bulkhead designed with 7.5" x 7.5" 45° front corners for reduced wind resistance and aid in avoidance of exhaust interference issues.
- Front sheet to floor transition is a welded piece of steel at approximately 45° for easy cleanout. Transition steel is a 7-gauge HARDOX 450 steel.
- Minimum 3/16" HARDOX 450 sides
- Side design includes a formed side sheet plus a separate structural steel top rail and separate formed rub rail.
- Side is formed with a two-bend pressed-in horizontal brace to increase rigidity.
- Lower rub rail is a minimum of 3/16" high tensile steel, formed and welded to

**Qty. Description**

the side sheet and floor.

- Lower rub rail is dirt shedding with an angle of 40° and shall have a 90° end face of 3" high.
- Top rail is a 4"x4"x1/4" minimum thickness structural tube.
- Each side consists of one front post, minimum 10-gauge steel and one rear post of one-piece construction fabricated out of a structural tube of 12"x8"x3/8".
- Minimum 5/32" HARDOX 450 rear tailgate door
- Tailgate is a manual side opening design ("Barn Door Style")
- Tailgate wear surface is a single piece, fully formed, with one pressed-in horizontal brace to increase rigidity.
- Tailgate outer frame consists of single, dirt shedding formed upper and lower brace. Outer side bracing shall be 3"x4"x1/4" structural tubing.
- Side opening hardware consists of three side opening hinges with 1 1/4" diameter x 16 1/2" long hinge pins
- Hinge pins has (2) grease zerks per pin
- Body has a low mounting front telescopic hoist with full nitrided cylinder surface
- Hoist cradle is 45 ton
- Cradle frame consists of front and back frame rails of a minimum of 4"x2"x1/4" structural tubing
- Cylinder base mounting blocks are minimum of 2" wide and bolted on caps for easy cylinder replacement.
- Body has a 35-45 ton rear hinge assembly.
- Body has a single body prop
- Body painted with enamel gloss black paint

**LIGHTS AND ELECTRICAL**

- All body lighting to be LED
- Body has 3/4" amber LED grommet mount marker lights on front, outside corners of body
- Body has 3/4" red LED grommet mount marker lights on rear, outside corners of body
- (3) 3/4" red LED grommet mount marker lights installed in steel cover plate from bottom of rear body hinge assembly to bottom of truck frame channel
- Body has 4" round red LED grommet mount stop/turn/tail lights, with integrated white LED backup lamp, installed in sealed steel light boxes attached to underside of each body corner, rearward facing
- Sealed steel light boxes has 4" slim line flange mounted amber/white LED strobe lights mounted to side facing box edge
- (2) 4" slim line flange mounted amber/white LED strobe lights mounted to front bumper of truck
- All strobe lights controlled via single in-cab switch
- 8"x10"x6" black polycarbonate weatherproof junction box mounted on driver's side of truck frame

**ACCESSORIES AND OTHER MISCELLANEOUS**

- Truck has a steel 18"X18"X36" frame mounted toolbox
- Truck has truck frame bolted, spring loaded mudflap brackets with DOT compliant mudflaps
- Truck has DOT compliant ICC bumper

**Qty. Description**

- Top of truck frame area between truck cab and loader and loader and body has bolt on steel cover plates that cover the entire area between the truck frame rails.
- Truck has DOT compliant reflectors and conspicuity tape
- All steel fabrication painted gloss black enamel

**CHASSIS**

- Freightliner 114SD 8x4
- Cummins X12 475HP
- Allison 4500 RDS Automatic Transmission with PTO Provision

Body, Install and Prep: \$201,048.00

7% Discount: (-\$14,073.00)

Subtotal: \$186,975.00

Chassis List Price: \$191,498.00

10% Discount: (-\$19,150.00)

Subtotal: \$172,348.00

**Sale Price: \$359,323.00**

**Delivery Not Included**

**Notes:**

1. Prices are FOB St. Augustine, FL. Customer pick up available. Delivery will be quoted upon request.
2. Quotation valid for 30 days.
3. Terms: Net due upon delivery.
4. Prices exclude any applicable taxes or license fees.
5. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
6. Availability may vary and is subject to prior sale.
7. Quoted price does not include any applicable tariff surcharges.

**Accepted by:**

\_\_\_\_\_

**PO Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Account Manager – James Boehnlein**



**Ring Power**<sup>®</sup>  
UTILITY | TRUCK | CRANE

Dear Valued Customer,

We want to make you aware of recent developments that may affect pricing on your current and future equipment orders. The Truck Equipment industry is being impacted by new executive orders imposing tariffs on certain materials and components critical to our products. These tariffs are creating volatility in material costs and supplier pricing, which remain subject to change.

As a result, the quoted prices provided to you does not currently include any potential tariff surcharges. While we work diligently to minimize the impact of these changes, please understand that final pricing may be adjusted to reflect any applicable tariff costs assessed prior to delivery and invoicing.

Here's what you can expect from us:

- We are actively working with our suppliers to mitigate additional costs and secure pricing wherever possible.
- We will communicate any tariff-related adjustments as soon as they are confirmed—our goal is to provide advance notice before final invoicing.
- While we cannot predict the exact effect tariffs may have, we will maintain transparency throughout the process.

We understand that price certainty is important, and we are committed to keeping any increases fair, justified, and directly tied to external factors such as tariffs or material surcharges.

If you have any questions or concerns, please reach out to your Account Manager. We greatly appreciate your understanding as we navigate these evolving conditions and remain committed to delivering the quality and value you expect from Ring Power.

Thank you for your continued trust and support.

Best regards,

Ring Power Utility | Truck | Crane

Ring Power Corporation | 8040 Philips Hwy, Jacksonville, FL 32256 | 904-448-5438

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8, 2026

**Subject:** Authorization to procure two 28-yard grapple/claw trucks for the City of Winter Garden Solid Waste Department.

**Background:** The City of Winter Garden requires reliable grapple trucks to manage bulk waste, removal of large debris and other difficult to remove items. These vehicles are critical for municipal large-scale storm response and cleanup operations. Replenishing the fleet with modern grapple trucks will improve response times, streamline cleanup efforts, and reduce maintenance costs associated with aging equipment. The cost to replace one 28-yard grapple truck under the National Cooperative Procurement Partners contract including extended warranty is \$204,900 for a total expenditure of approximately \$409,800. These vehicles will be acquired under a five-year lease agreement financed through Magnolia Bank.

**Recommended Action:** It is recommended that City Council authorize the procurement of two 28-yard grapple trucks under the National Cooperative Procurement Partners (NCP) contract # PS24140 in the amount of \$409,800.

Attachments:  
National Cooperative Procurement Partners Contract PS24140  
RDK NCP Quote

**LEAGUE OF OREGON CITIES****MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and HOL-MAC CORP. dba PAC-MAC ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Waste Management, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Waste Management the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2430 for Waste Management; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2430 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exceptions are **approved** and by this reference incorporated herein.

#### 2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

*2.6.2 This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24140, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

Pac-Mac  
160 Commerce Dr  
PO Box 349  
Bay Springs, MS 39422  
ATTN: Jeffrey Holder  
Email: jdholder@hol-mac.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

**ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

**ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

**ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

### **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: July 18, 2024 | 9:42 AM PDT

VENDOR:

DocuSigned by:  
Signature: Jeffrey Holder  
196C88BDE232430...

Printed Name: Jeffrey Holder

Title: CFO  
PAC-MAC

Dated: July 17, 2024 | 1:22 PM PDT

**ATTACHMENT A**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

WASTE MANAGEMENT	
Product Category	Percentage (%) off List Price
Category 1: Mobile waste and recycling collection vehicles including but not limited to garbage trucks, refuse trucks, and packer trucks.	5%
Category 2: Bulk waste and recycling containers, collection bins, roll off containers and dumpsters for use in industrial and commercial settings.	N/A
Category 3: Compactors and balers for refuse and recyclable materials.	N/A
Category 4: Loaders and container handlers for grapple loaders, hook and hoist dumpster loaders, knuckleboom loaders, and roll-off trucks.	5%
Category 5: Leasing or rental services for Mobile Waste and Recycling vehicles, equipment, tools, and accessories as described in categories 1 -4.	N/A
Category 6: Other related training, systems, tools, accessories, and peripheral products related to and used in conjunction with solutions described in categories 1 – 4.	N/A

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**



RDK ASSETS INC  
 3214 Adamo Drive  
 Tampa, FL 33605  
 P: (813) 241-0711  
 F: (813) 241-0414



**BILL TO**  
 CITY OF WINTER GARDEN  
 300 W Plant Street  
 WINTER GARDEN, FL 34787  
 P: (407) 877-5449

**DELIVER TO**  
 CITY OF WINTER GARDEN  
 300 W Plant Street  
 Winter Garden, FL 34787  
 P: (407) 877-5475

**SALES QUOTE: M101003861**

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
12/2/2025	QUOTE	12/2/2025		PROCEDE	

**NPPGov Contract Number:  
 PS24140  
 PacMac**

109477	KB20-ML	E0KB02005243305	2025 - FREIGHTLINER - M2 106 - GT	3ALACXFC7SDVZ6552	PRICE
	NPPGov - KBF-20H - PACMAC				107,599.00
	H-Style Outriggers				0.00
	Hot Shift PTO				0.00
	Pivot Mounted Strobe				0.00
	Midbody Turns				0.00
	Boom Up Alarm				0.00
	Barn Door				0.00
	Rear Corner Post Strobes				0.00
	KB20-ML / TKB 1828				0.00
	-10' Main Boom w/ 6' Tip Boom and 4' Extend				0.00
	-18 Foot Body Length, 28 Cubic Yard Capacity				0.00
	Manual Controls				0.00
	SPRING ASSIST TARP				3,351.00
	GRAPPLE HOOK				275.00
	TOOL HOLDERS				290.00
	OIL COOLER				2,376.00
	Non-NPPGov Chassis Option - 2025 Freightliner M2				91,009.00
	CUMMINS B6.7				0.00
	ALLSION 2500RDS				0.00
	260 HP				0.00
	Engine Warranty - Cummins B6.7 - 5 years/300,000 miles				0.00
	Engine Aftertreatment Warranty - 5 years/300,000 miles				0.00
	Transmission Warranty - 5 years/unlimited miles				0.00
	Chassis Warranty - 5 years/300,000 miles				0.00
<b>Total Price:</b>					<b>204,900.00</b>



TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay RDK Assets INC, dba RDK Truck Sales all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although RDK Assets INC, dba RDK Truck Sales has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against RDK Assets INC, dba RDK Truck Sales. Customer shall be responsible to pay RDK Assets INC, dba RDK Truck Sales for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to RDK Assets INC, dba RDK Truck Sales, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to RDK Assets INC, dba RDK Truck Sales all lienholders on the vehicle. In the event RDK Assets INC, dba RDK Truck Sales incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse RDK Assets INC, dba RDK Truck Sales for such costs upon demand. Unpaid or past due balances will be assessed an interest charge equal to the lessor of (1) one and one half percent (1 1/2 %) per month or (ii) the maximum rate permitted by law.

2. Deposit. Should RDK Assets INC, dba RDK Truck Sales fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against RDK Assets INC, dba RDK Truck Sales shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, RDK Assets INC, dba RDK Truck Sales may elect to retain the deposit, and sue for any actual damages incurred by RDK Assets INC, dba RDK Truck Sales for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. except as otherwise specified in the Warranty section on page one of this Agreement, and as evidenced by a Warranty Certificate signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales, all used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. RDK ASSETS INC, dba RDK TRUCK SALES SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE WARRANTY CERTIFICATE. No other person is authorized to make any representations or warranties on behalf of RDK Assets INC, dba RDK Truck Sales, unless made or assumed in writing by RDK Assets INC, dba RDK Truck Sales.

4. Limitation of Liability. Customer shall fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against RDK Assets INC, dba RDK Truck Sales for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless RDK Assets INC, dba RDK Truck Sales receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless RDK Assets INC, dba RDK Truck Sales receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless RDK Assets INC, dba RDK Truck Sales and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of RDK Assets INC, dba RDK Truck Sales, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse RDK Assets INC, dba RDK Truck Sales for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. RDK Assets INC, dba RDK Truck Sales is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by RDK Assets INC, dba RDK Truck Sales of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by the Customer. Such trade-in shall be subject to reappraisal by RDK Assets INC, dba RDK Truck Sales at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to RDK Assets INC, dba RDK Truck Sales for any decrease in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean-up and disposal of trash or debris inside the vehicle. Customer represents that any such trade-in vehicle is customer's property and is not subject to any liens or encumbrances except as disclosed by customer to RDK Assets INC, dba RDK Truck Sales.

7. Entire Agreement. This Agreement contains the final, complete, and exclusive expression of the understanding between the parties with respect to the purchase and sale of the vehicle, and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Customer is not relying on any statement or representation by RDK Assets INC, dba RDK Truck Sales that is not set forth in this Agreement or another written document that is signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales.

8. Governing Law; Venue; Waiver of Right to Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Courts' personal jurisdiction over them, or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. each party herby waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision. Customer herby knowingly, voluntarily and intentionally waives any right Customer may have to a trial by jury of any claim, demand, action, counterclaim, whether in contract or in tort, in any way related to the purchase and sale of the vehicle hereunder.

9. No Waiver. RDK Assets INC, dba RDK Truck Sales shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by RDK Assets INC, dba RDK Truck Sales in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party hereunder are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

10. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that RDK Assets INC, dba RDK Truck Sales is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

CUSTOMER:  
CITY OF WINTER GARDEN  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

APPROVED:  
RDK Assets INC dba RDK Truck Sales  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title

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

**From:** Dudley Watson, Fleet Division Manager

**Via:** Jon C. Williams, City Manager

**Date:** December 3, 2025                      **Meeting Date:** January 8, 2026

**Subject:** Authorization to purchase one K-9 vehicle and execute a 5-year lease-to-own agreement for one unmarked investigative vehicle for the City of Winter Garden Police Department.

**Background:** Approval to replace two police vehicles: one K-9 police unit with high mileage and re-occurring maintenance issues that have become costly. It is no longer suitable for safe housing and transport of the City's K-9. The additional purchase is for replacing one unmarked/undercover police vehicle to be acquired under a 5-year finance lease-to-own agreement finance through Magnolia Bank. Both vehicles will be sourced under the Florida Sheriffs Association cooperative contract # FSA-HCS-AVP1.0: Assorted Vehicle Procurement. The total cost per vehicle including extended warranty is \$61,850.00, upfit excluded.

**Recommended Action:** It is recommended that the City Council authorize the procurement of one K-9 vehicle and 5-year lease-to-own agreement for one unmarked investigative vehicle for the Winter Garden Police Department under the Florida Sheriffs Association contract # FSA-HCS-AVP1.0: Assorted Vehicle Procurement.

Attachment:  
Hillsborough County Sheriff's Office -Florida Sheriffs Association Cooperative MoA.  
FSA-HCSO-AVP Quote (less upfit cost)

**CHAD CHRONISTER, SHERIFF**  
**Hillsborough County**  
**Tampa, Florida**

**INTER-OFFICE**  
**MEMORANDUM**



**DATE:** March 29, 2024  
**TO:** Sheriff Chad Chronister  
**FROM:** Stephen Mitchell *(S)*  
 General Services and Facilities Operations  
**RE:** Memorandum of Agreement  
 Florida Sheriff's Association

**MESSAGE:**

Over three decades ago, our office began a partnership with the Florida Sheriff's Association (FSA) to develop a statewide vehicle procurement contract so that all Sheriff's Offices in the State would have a contract administered by the FSA to purchase vehicles for their respective agencies.

Since that initial contract, the FSA's Cooperative Purchasing Program (CPP) has grown significantly and now is one of the leading cooperative purchasing programs in the southeastern United States. During this past year, the FSA began exploring options to expand the variety of commodities, services, and equipment offered through their CPP but have determined they need to partner with a host agency in order to accomplish this next goal.

As a result of our long-term partnership with the FSA, I believe it is important and mutually beneficial for our office to take a lead role as a host agency in the FSA's expansion of their procurement programs. Working in partnership with Sarah Glassner, Deputy Executive Director of Administration, and April Kirshemen, Chief Legal Counsel, for our office, a proposed Memorandum of Agreement (MOA) with the FSA has been developed.

Utilizing the proposed MOA, the FSA will act as a Contract Manager for marketing the cooperative purchasing contracts with our office to other eligible purchasers throughout the State. As part of this partnership, the FSA will collect administrative fees as part of the MOA and will share those with our office in accordance with the percentages listed in Section B of the MOA. I request your approval to move forward with the execution of the proposed document.

APPROVED	DISAPPROVED	ACK	DATE	NAME	ABN	TITLE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/4/24	<i>[Signature]</i>	263891	CFO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.10.24	<i>[Signature]</i>	3664	Colonel
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/10/24	Thomas St. John	3655	Chief
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/16/24	<i>[Signature]</i>	3286	Sheriff

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND  
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE**

**This Memorandum of Agreement (“MOA”) is hereby entered into this 15th day of April, 2024 (the “Effective Date”) by and between the Hillsborough County Sheriff’s Office (“HCSO”) and the Florida Sheriffs Association (“FSA”) (each individually a “Party” and collectively “the Parties”).**

**WHEREAS, HCSO is a public entity in the State of Florida with the authority to purchase commodities, services, and equipment pursuant to Chapter 30, Fla. Stat.;**

**WHEREAS, FSA is a not-for-profit 501(c)(3) corporation with independent authority to purchase commodities, services, and equipment, and the administrative and legal capacity to administer purchases through its Cooperative Purchasing Program (“FSA CPP”);**

**WHEREAS, the Parties desire to conserve resources and reduce purchase costs through strategic sourcing that combines the volumes and purchasing power of Eligible Purchasers;**

**WHEREAS, the Parties desire to improve the efficiency, effectiveness and economy of the purchase of necessary commodities, services, and equipment;**

**WHEREAS, in furtherance of these goals, the Parties wish to work in partnership to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment;**

**WHEREAS, the Parties desire to comply with the requirements and formalities of cooperative purchasing, as applicable, in the State of Florida;**

**WHEREAS, the Parties wish to establish a formal framework to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment in partnership;**

**NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:**

**ARTICLE I: SCOPE OF PARTNERSHIP FOR PURPOSE OF AWARDING AND ADMINISTERING  
COOPERATIVE PURCHASING CONTRACTS**

**SECTION A. Scope. Each Party will facilitate the cooperative procurement of commodities, services, and equipment as follows:**

**1. Responsibilities of HCSO. HCSO will:**

**a. Conduct procurements subject to this MOA, including solicitation of proposals, evaluation of proposals, and award of cooperative purchasing contracts, in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and policies and procedures that govern HCSO’s procurement practices; and**

**b. Make the awarded cooperative purchasing contracts available for use by Eligible Purchasers through FSA CPP.**

2. **Responsibilities of FSA CPP.** On behalf of HCSO, FSA CPP will serve as the Contract Manager for the cooperative purchasing contracts subject to this MOA, whereby FSA CPP will:

- a. Market the cooperative purchasing contracts to Eligible Purchasers;
- b. Manage the quarterly reporting process required by the cooperative purchasing contracts; and
- c. Collect from Participating Vendors the administrative fee applicable to all sales, except sales to HCSO, made under the cooperative purchasing contracts.

**SECTION B. Administrative Fees.** The administrative fees collected by FSA CPP from Participating Vendors, as described in Section A.2. of this Article, and as required in the cooperative purchasing contracts, will be shared between HCSO and FSA as follows:

1. 0.0025% of administrative fee revenues to HCSO for administering the cooperative procurement process.
2. 0.0050% of administrative fee revenues to FSA for managing and marketing the cooperative purchasing contracts.

**SECTION C. Expenses** Each Party will be solely responsible for its own expenses, whether direct or resulting from engagement of consultants, attorneys, or other third parties, incurred as a result of the activities under this MOA, unless the Parties agree in writing to an alternative arrangement.

## ARTICLES II: SEPARATE ENTITIES

Each Party shall maintain its separate and independent entity status. Nothing in this MOA is intended, nor shall be construed, to create a partnership, joint venture, or any other similar relationship as between the Parties. No Party shall have the right to bind, or act as agent for, the other Party unless authorized in writing to do so. Each Party shall be free to enter into relationships or negotiations with third parties and this MOA shall, in no way, affect existing third-party relationships and/or the ability to enter into third party relationships.

## ARTICLE III: TERM

This MOA shall commence on the Effective Date and shall terminate two (2) year(s) thereafter, unless earlier terminated according to Article V below. This MOA may be extended by mutual written agreement of the Parties.

## ARTICLE IV: TERMINATION

**SECTION A. Mutual Agreement.** This MOA may be terminated at any time by mutual written agreement of the Parties.

**SECTION B. Termination by a Party.** A Party may terminate this MOA and its participation in the cooperative purchasing contracts referred to herein at any time by providing thirty (30) days written notice to the other Party.

## ARTICLE V: BREACH OF REPRESENTATIONS AND COVENANTS

The representations and covenants set forth in this MOA are the foundation of the relationship between the Parties. If either Party is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this MOA, the Party shall have thirty (30) days from notice of default to cure such violation or non-compliance. If the Party fails to cure such violation or noncompliance within such notice period, it shall be deemed a cause for immediate termination of this MOA.

#### ARTICLE VI: DISCLAIMERS

**SECTION A. Disclaimers.** With respect to any purchases made by HCSO or any Eligible Purchaser, pursuant to cooperative purchasing contracts subject to this MOA, FSA and FSA CPP shall not be:

1. Construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, HCSO, or Eligible Purchaser;
2. Obligated, liable or responsible for any orders made by HCSO, any Eligible Purchaser, or any employee of HCSO or an Eligible Purchaser, or any payments required to be made with respect to such orders; and/or
3. Obligated, liable or responsible for any failure by an Eligible Purchaser to comply with procedures or requirements of applicable law, or to obtain the due authorization and approval necessary to purchase.

#### ARTICLE VII: INDEMNIFICATION

All cooperative purchasing contracts subject to this MOA will require Participating Vendors to agree to indemnify and defend FSA, FSA CPP, and their parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to any actual or alleged breach of any of Participating Vendors representations, warranties, covenants, requirements, or other obligations under the cooperative purchasing contracts.

#### ARTICLE VI: MISCELLANEOUS

**SECTION A. Recitals.** The foregoing recitals are true, correct and are incorporated herein by reference.

**SECTION B. Notices.** All notices or other communications given hereunder shall be delivered by e-mail as follows:

1. To HCSO: William Spinelli, CFO, Hillsborough County Sheriff's Office, 2008 E. 8<sup>th</sup> Avenue, Tampa, FL 33605.
2. To FSA: Florida Sheriffs Association 2617 Mahan Drive Tallahassee, FL 32308.

**SECTION C. Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this MOA shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this MOA.

**SECTION D. Severability.** If any provision of this MOA shall be deemed to be, or shall inf act be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**ARTICLE VIII: GOVERNING LAW**

This MOA shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE IX: ENTIRE AGREEMENT/AMENDMENT**

This MOA represents the complete understanding of the Parties concerning the proposed collaboration opportunities, and supersedes all prior or contemporaneous agreements, negotiations, discussions, and/or understandings, whether written or oral, related to such matter. Any amendment to this MOA shall be in writing and signed by the Parties.

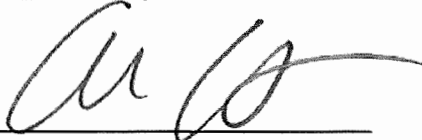
Each cooperative purchasing contract subject to this MOA shall be attached hereto as Exhibits and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein, as applicable to HCSO and FSA respectively, shall apply to this MOA except as expressly changed or modified by this MOA.

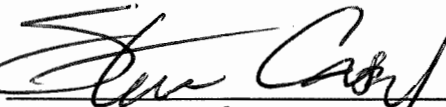
**ARTICLE X: MULTIPLE COUNTERPARTS**

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized representatives.

Hillsborough County Sheriff's Office

Florida Sheriffs Association

By: 

By: 

Print: Chad Chronister

Print: Steve Casey

Title: Sheriff

Title: Executive Director

Date: 4/16/24

Date: April 17, 2024

HCSO STAFF	APPROVED	DATE
DIST/DIV	<u>SW</u>	<u>3-29-2024</u>
LEGAL	<u>REAL 259404</u>	<u>4-8-24</u>
FSD	<u>WWS 26789</u>	<u>4/4/24</u>
DEPARTMENT	<u>(C) 3624</u>	<u>4-10-24</u>
CHIEF DEPUTY	<u>(C) 3655</u>	<u>4/10/24</u>
CHIEF DEPUTY	<u>4/21/24</u>	<u>4/1/24</u>



# CARL BLACK ORLANDO

CHEVROLET | GMC BUSINESS ELITE

(407) 249-5108 | CARLBLACK.COM/COMMERCIAL | 11500 E. COLONIAL DR. ORLANDO, FL 32817

## CARL BLACK OF ORLANDO, LLC

## VEHICLE DETAILS

Account Manager:	Edgar Massoni	Stock #:	FACTORY
Contact Info:	305-781-3661   emassoni@carlblack.com	Last 8 VIN:	ORDER
Contract:	HCSO Supplier ID #: SI-301226	Model Year:	2026
	HCSO: 2024-005 Assorted Vehicle Procurement	Make:	CHEVROLET
	FSA-HCS-AVP1.0: Assorted Vehicle Procurement	Model:	CC10706/9C1

## CLIENT INFORMATION

Agency:	City of Winter Garden	<b>TAHOE PPV 2WD WHITE</b>
Name:	Dudley Watson	
Address:	880 W. Bay Street, Winter Garden, FL 34787	
Email:	<a href="mailto:dwatson@cwgdh.com">dwatson@cwgdh.com</a>	
Phone:	407-784-8481	
		Quote Date: 8/21/2025



### GM FINANCIAL

4X DEALER OF THE YEAR (2020-2023)

MSRP		\$57,732.00
MSRP Discount	5.50%	(\$3,175.26)
Manufacturer Destination Charge		\$2,595.00
Delivery		\$150.00
Doc Fee		\$799.00
Extended Warranty - Chevy Protection Plan Sliver		\$3750.00
5 yrs/100K miles		

TRANSPORT & DELIVERY AVAILABLE



E-VAN AVAILABILITY

Price Per Unit		\$61,850.74
Quantity		1
<b>Total Price</b>		<b>\$61,850.74</b>



E-SIGNATURE AVAILABLE

*"Let us go to work for you, while allowing you to continue your work."*

Customer Signature	Date	Account Manager Signature	Date
--------------------	------	---------------------------	------



# Carl Black Automotive Group

Edgar Massoni | 305-781-3661 | emassoni@carlblack.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police MSRP:\$54,200.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

### OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police	\$54,200.00
<b>OPTIONS</b>		
1FL	Commercial Preferred Equipment Group	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6JG	Red Left/Blue Right Whelen LED Lamp Package	\$1,950.00
C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00
CTB	Intersection Automatic Emergency Braking	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHU	Transmission, 10-speed automatic	\$0.00
PQA	1FL Safety Package	\$825.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	\$0.00
T53	Lamps, alternate flashing Red & Blue rear compartment lid warning	\$565.00
TQ5	IntelliBeam, automatic high beam on/off	Inc.
UEU	Forward Collision Alert	Inc.
UFB	Rear Cross Traffic Braking	Inc.

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Data Version: 26196. Data Updated: Aug 11, 2025 6:47:00 PM PDT.



# Carl Black Automotive Group

Edgar Massoni | 305-781-3661 | emassoni@carlblack.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✔ Complete)

UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
WX7	Wiring, auxiliary speaker.		\$100.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit		\$0.00
Z56	Suspension Package, heavy-duty, police-rated.		\$0.00
<b>SUBTOTAL</b>			<b>\$57,732.00</b>
Adjustments Total			\$0.00
Destination Charge			\$2,595.00
<b>TOTAL PRICE</b>			<b>\$60,327.00</b>

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26196. Data Updated: Aug 11, 2025 6:47:00 PM PDT.

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

**From:** Ronisha Martin, Interim City Clerk

**Via:** Jon. C. Williams, City Manager

**Date:** December 23, 2025

**Meeting Date:** January 8, 2026

**Subject:** Recommendation to approve designation of a Records Management Liaison Officer (RMLO)

**Issue:** The designated Interim City Clerk, who serves as the legal custodian of the City records, is officially appointed as the Records Management Liaison Officer (RMLO) by the City Commission. This designation is in keeping with requirements of the Florida Department of State.

**Recommended action:**

Staff recommends approval of designating Interim City Clerk Ronisha Martin as the Records Management Liaison Officer (RMLO) for the City of Winter Garden.

**Attachments/References:**

Records Management Liaison Officer Designation Form



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

RECORDS MANAGEMENT LIAISON
OFFICER (RMLO) DESIGNATION

Please provide current information about your agency RMLO in the space below. Thank you.

Agency Name: City of Winter Garden

Agency Mailing Address: 300 West Plant Street

Winter Garden, Florida 34787

RMLO Name: Ronisha Martin

RMLO Email Address: Rmartin@cwgdn.com

RMLO Mailing Address: 300 West Plant Street

Winter Garden, Florida 34787

Telephone #: 407-646-4111 Ext 6327

Authorizing Official: Name (please print) John Rees

Title Mayor

Signature Date 1/8/2026

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