



**CITY COMMISSION
AGENDA
City Hall Commission Chambers
300 W. Plant Street
Winter Garden, Florida**

Regular Meeting

July 23, 2026

6:30 PM

Call to Order

Determination of a Quorum Invocation
and Pledge of Allegiance

1. Approval of Minutes

A. **Regular Meeting Minutes** – July 9, 2026

2. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **ORDINANCE 26-22**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – **Finance Director Zielonka**
- B. **ORDINANCE 26-23**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 66, CITY OF WINTER GARDEN CODE OF ORDINANCES; AMENDING SECTION 66-104 AND SECTION 66-107 GOVERNING LOCAL BUSINESS TAXES; PROVIDING FOR TAX SCHEDULE; PROVIDING REQUIREMENTS FOR INCREASING RATE OF LOCAL BUSINESS TAXES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE – **Planning Director Carson**

3. REGULAR BUSINESS

- A. Recommendation to approve First Amendment to the Communications Site Lease Agreement (Ground) between City of Winter Garden and American Tower Asset Sub, LLC, and authorize Mayor execute amendment and associated Memorandum of Lease – **City Manager Williams**
- B. Recommendation to approve setting proposed **MILLAGE RATE** for fiscal year 2026/2027 at the current rate of 4.8565 mills and set public hearing dates for FY 2027 budget– **City Manager Williams**
- C. Recommendation to approve lien reduction and removal of Code Enforcement liens for 243 Florida Avenue – **Assistant City Manager for Public Services Pash**
- D. Recommendation to approve request for proposal (RFP 26-002) and award janitorial and floor care services contract to American Janitorial Inc. in the amount of **\$119,478.84** – **Facilities Operations Manager Markland**

- E. Recommendation to approve request for proposal (RFP 26-003) and award construction services to Cathcart Construction Company for Fullers reclaim jockey pump and western storage potable refill pipe upgrades in the amount of **\$435,490 – City Engineer Monahan**
 - F. Recommendation to approve Purchase Order for continued use of thioguard (magnesium hydroxide) for odor control at Lift Station 23 and 47 for 1 year in the amount of **\$400,000 – City Engineer Monahan**
 - G. Recommendation to approve **SITE PLAN and Fair Share Agreement** for properties located at 530 and 550 East Crown Point Road – **Planning Director Carson**
 - H. Recommendation to approve **SPECIAL EVENT** – National Night Out – Tuesday, October 6, 2026 from 6:00 – 9:00 p.m. with street closure – **Planning Director Carson**
 - I. Recommendation to approve **SPECIAL EVENT** – Bloom and Grow Society – Annual Flora Fiesta – Wednesday, October 7, 2026 from 3:00 – 5:00 p.m. – **Planning Director Carson**
- 4. **Matters From Public - (Limited to 3 minutes per speaker)**
 - 5. **Matters From City Attorney - A. Kurt Ardaman**
 - 6. **Matters From City Manager - Jon C. Williams**
 - A. Establish budget hearing dates for fiscal year 2026/2027
 - 7. **Matters From Mayor and Commissioners**
 - 8. **Adjourn**

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 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.

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. 6327, 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 6327.



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WINTER GARDEN
City Commission
REGULAR MEETING MINUTES
July 9, 2026

Regular Meeting of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:30 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 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager - Jon C. Williams
Asst. City Attorney - Michael Tempkins
City Clerk – Ronisha Martin

Absent:

Commissioner District 1 - Lisa L. Bennett

1. Approval of Minutes

A. Regular Meeting Minutes – June 25, 2026

Motion by Commissioner Johnson to approve regular meeting minutes of June 25, 2026. Seconded by Commissioner Jones and carried unanimously 3-0.

2. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. ORDINANCE 26-22 AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Assistant City Attorney Michael Tempkins read Ordinance 26-22 by title only. Finance Director Laura Zielonka stated that this ordinance amends the current fiscal year budget to reflect adjustments made throughout the year. She noted that Exhibit 1 contains the recommended amendments. Staff recommended approval.

Mayor Rees opened the public hearing.

Sarah Wolf, a Winter Garden resident, requested an explanation of the proposed budget amendments. Ms. Zielonka read Exhibit 1 and explained the proposed budget amendments.

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

Commissioner Sharman arrived at this point in the meeting.

Motion by Commissioner Sharman to approve Ordinance 26-22 with a second reading and public hearing July 23, 2026. Seconded by Commissioner Jones and carried unanimously 4-0.

- B. **Ordinance 26-23** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 66, CITY OF WINTER GARDEN CODE OF ORDINANCES; AMENDING SECTION 66-104 AND SECTION 66-107 GOVERNING LOCAL BUSINESS TAXES; PROVIDING FOR TAX SCHEDULE; PROVIDING REQUIREMENTS FOR INCREASING RATE OF LOCAL BUSINESS TAXES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Assistant City Attorney Michael Tempkins read Ordinance 26-23 by title only. Planning Director Kelly Carson stated that this ordinance amends Chapter 66 of the City Code to update the City's Local Business Tax Schedule by increasing all existing local business tax rates by five percent, consistent with the authority granted under Chapter 205, Florida Statutes. She further explained that the ordinance also revises the procedural timeline for future local business tax adjustments. Specifically, it changes the reporting, ordinance adoption, and effective dates to better align with the City's budget and administrative processes, allowing future tax schedule updates to be implemented more efficiently. Ms. Carson noted that rates have not increased in many years and stated the increase would help maintain a fair and current local business tax structure that keeps pace with inflation. Staff recommended approval.

Mayor Rees opened the public hearing.

Nathaniel Slade, a Winter Garden resident, inquired how much the proposed increase would offset the potential loss of property tax revenue. Mayor Rees responded that the increase would offset approximately 0.0002% of the potential property tax loss.

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

Motion by Commissioner Jones to approve Ordinance 26-23 with a second reading and public hearing July 23, 2026. Seconded by Commissioner Sharman and carried unanimously 4-0.

Mayor Rees inquired whether future local business tax adjustments would be based on the Consumer Price Index (CPI) or a five percent increase. Ms. Carson clarified that the City would review rates every two years and may use the CPI, instead of the flat five percent increase, if the CPI exceeds five percent.

3. **REGULAR BUSINESS**

- A. **Recommendation to approve Temporary Construction Yard License Agreement with WGH Properties, LLC to allow use of properties for construction activities at 8 North Highland Ave**

Assistant City Manager for Public Services Steve Pash stated that the request is for a Temporary Construction Yard License Agreement to allow WGH Properties to use designated public locations during construction of the hotel at 8 North Highland Ave.

He noted that the agreement includes the use of parking spaces on West Plant Street directly in front of the site, plus the adjacent sidewalk and the sidewalk along Highland Avenue, which would be fenced for safety during construction. Six passenger vehicle parking spaces at the Police Department parking lot and the western grass area and adjacent concrete area at 695 West Plant Street for a fenced construction trailer and laydown yard. Mr. Pash further noted that all areas would be restored to their original condition or better upon completion of the project. Staff recommended approval.

Motion by Commissioner Sharman to approve Temporary Construction Yard License Agreement with WGH Properties, LLC to allow use of properties for construction activities at 8 North Highland Ave. Seconded by Commissioner Johnson and carried 3-0-1; Commissioner Jones abstained.

B. Recommendation to Piggyback City of Orlando Contract with Waste Management, Inc. of Florida for processing and disposal of waste

Assistant City Manager for Public Services Steve Pash stated that the proposed Piggyback Agreement would allow the City to utilize the City of Orlando's contract with Waste Management, Inc of Florida, for waste disposal services at the same negotiated rate. He noted that the City has used the contract for many years, and the City of Orlando had recently renewed its contract. Staff recommended approval.

Mayor Rees inquired about the estimated annual cost. Mr. Pash advised that the estimated cost was \$139,403 based on the prior year's disposal volume. He explained the disposal rates had increased by \$3.30 per ton for trash and \$4.50 per ton for bulk and yard waste.

Motion by Commissioner Sharman to approve Piggyback City of Orlando Contract with Waste Management, Inc. of Florida for processing and disposal of waste. Seconded by Commissioner Johnson and carried unanimously 4-0.

C. Recommendation to approve SITE PLAN for Boys and Girls Club Gymnasium located at 459 9th Street

Planning Director Kelly Carson stated that this request is to approve the construction of a new 11,081 square-foot gymnasium with a walking track for the Boys and Girls Club at 459 9th Street. She noted that the gymnasium will be located behind the newly constructed Boys and Girls Club building, adjacent to Pennsylvania Avenue on the South. Ms. Carson further stated that the property is zoned Planned Commercial Development (PCD) and has a Multi-Use Development (MUD) Future Land Use Designation. She noted that the applicant is also requesting a waiver of all impact and permitting fees, consistent with the Phase I project. Staff recommended approval of site plan and fee waiver, subject to conditions.

Motion by Commissioner Johnson to approve Site Plan for Boys and Girls Club Gymnasium located at 459 9th Street. Seconded by Commissioner Sharman and carried unanimously 4-0.

4. **Matters From Public – There were no items**
5. **Matters From City Attorney – There were no items**
6. **Matters From City Manager**

City Manager Jon C. Williams stated that the distributed special event application is for the hotel groundbreaking ceremony at 8 North Highland Avenue, scheduled for July 20, 2026. He provided the event setup and ceremony times and noted the application requests a minor street closure between Plant Street and Bay Street along South Highland Avenue. Staff recommended approval.

Motion by Commissioner Sharman to approve Special Event – Hotel Groundbreaking Ceremony at 8 North Highland Avenue on Monday, July 20, 2026, from 9:00 a.m. – 11:00 p.m. Seconded by Commissioner Johnson and carried 3-0-1; Commissioner Jones abstained.

Mr. Williams reminded everyone of the upcoming Dog Days of Summer Event. He noted the event would begin the following day, with news coverage at 8:00 a.m. and 9:00 a.m.; followed by the launch **Paw-ty** from 6:00 p.m. to 8:00 p.m.

7. **Matters From Mayor and Commissioners**

Commissioner Jones thanked staff for their efforts in organizing the Nation's 250th celebration, stating that the event was well done.

Commissioner Johnson thanked staff for their continued handwork and dedication in organizing community events and serving the residents.

Commissioner Sharman expressed that coming to City Hall reminded him of what the City does for its citizens. He thanked staff for their teamwork and commitment to continual improvement, citing the Dog Days of Summer event as an example of the positive atmosphere the City provides.

Mayor Rees thanked staff for their efforts in preparing for Fourth of July celebration, despite the demanding conditions, and their continued service to the community.

Adjourn

The meeting was adjourned at 6:47 p.m.

ATTEST:

APPROVED:

City Clerk Ronisha Martin

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director
Via: Jon C Williams, City Manager
Date: July 10, 2026 **Meeting Date:** July 23, 2026
Subject: Interim Budget Ordinance 26-22
Issue: Amending the 2025-2026 budget for mid-year adjustments. The interim budget is used as part of the budget process to account for changes that have occurred since the original budget was passed.

Recommended action:

Motion to adopt Ordinance 26-22.

ORDINANCE 26-22

**AN ORDINANCE OF THE CITY OF WINTER GARDEN,
FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL
YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY
AND AN EFFECTIVE DATE.**

WHEREAS, on September 25, 2025, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 25-33 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2025 and ending September 30, 2026;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2025 and ending September 30, 2026 to provide for interim adjustments;

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

SECTION 1: That the sum of \$3,498,494 to be appropriated as follows:

REVENUES

Law Enforcement Trust Fund	\$79,056
Local Option Gas Tax Fund	69,895
Capital Projects Fund	516,000
Utility Operating Fund	<u>2,833,543</u>
	\$3,498,494

EXPENDITURES

Law Enforcement Trust Fund	\$79,056
Local Option Gas Tax Fund	69,895
Capital Projects Fund	516,000
Utility Operating Fund	<u>2,833,543</u>
	\$3,498,494

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

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

READ FIRST TIME: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Ronisha Martin, City Clerk

EXHIBIT #1
ORDINANCE 26-22

**City of Winter Garden
Interim Budget
FYE 2026**

**City of Winter Garden
Interim Budget
FYE 2026**

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<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Expenditures					
Streets					
001-0741-541.63-00	Improvements other than building	15,000	15,839,258	(1,682,160)	14,157,098
	<i>Trail Enhancement Oval</i>				
Theatre					
001-0875-573-62-00	Building	-	-	1,000,000	1,000,000
001-0875-573-64-00	Capital	50,000	-	682,160	682,160
	<i>Garden Theatre Improvements</i>				
Total Expenditures				<u>\$</u>	<u>-</u>

Law Enforcement Trust Fund

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
121-1421-399.99-99	Use of Fund Balance	-	-	79,056	79,056
<i>To balance increase in budgeted expenditures</i>					
Total Revenues				\$ 79,056	79,056
Expenditures					
121-1421-521.52-01	Miscellaneous Operating Supplies	29,957	-	79,056	79,056
	<i>Firearms</i>	<i>79,056</i>			
Total Expenditures				\$ 79,056	

City of Winter Garden
Interim Budget
Local Option Gas Tax Fund

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
160-0741-399.99-99	Use of Fund Balance	-	-	69,895	69,895
<i>To balance increase in budgeted expenditures</i>					
Total Revenues				\$ 69,895	
Expenditures					
Streets					
160-0741-541.63-00	Improvements other than building	966,777	2,050,000	69,895	2,119,895
<i>N Lakeview-Boyd Alley Paving</i>					
Total Expenditures				\$ 69,895	

City of Winter Garden
Interim Budget
Capital Projects Fund

<u>Account Number</u>	<u>Description</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues					
336-0000-284.00-00	Fund Balance	-	2,458,593	516,000	2,974,593
<i>To balance increase in budgeted revenues</i>					
Total Revenues				<u>\$ 516,000</u>	
Expenditures					
336-0213-559.63-00	Improvements Other Than Building	13,518,920	2,458,593	516,000	2,974,593
<i>Tucker Ranch Wellness Park - final fund balance from the capital projects fund from reserves from prior fiscal year</i>					
Total Expenditures				<u>\$ 516,000</u>	

City of Winter Garden
Interim Budget
Utility Operating Fund

<u>Account Number</u>	<u>Description</u>	<u>PN</u>	<u>2025 Actual</u>	<u>2026 Current Budget</u>	<u>2026 Budget Adjustments</u>	<u>2026 Proposed Amended Budget</u>
Revenues						
410-2116-399.99-99	Use of Fund Balance				<u>2,833,543</u>	2,833,543
Total Revenues					<u>\$ 2,833,543</u>	
Expenditures						
Collection						
410-2127-535.63-00	Improvements other than building <i>R&R gravity sewer at Crest Ave WWTP approved at CC meeting 5/14/2026</i>		44,125	14,824,804	2,833,543	17,658,347
Total Expenditures					<u>\$ 2,833,543</u>	

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: July 15, 2026 **Meeting Date:** July 23, 2026

Subject: **Ordinance 26-23**

Issue: Amending City of Winter Garden Code of Ordinances Chapter 66; Sections 66-104 and 66-107 governing local business taxes.

Discussion:

Ordinance 26-23 amends Chapter 66 of the City Code to update the City's Local Business Tax Schedule by increasing all existing local business tax rates by five percent, consistent with the authority granted under Chapter 205, Florida Statutes. The ordinance also revises the procedural timeline for future local business tax adjustments by changing the reporting, ordinance adoption, and effective dates to better align with the City's budget and administrative processes, allowing future tax schedule updates to be implemented more efficiently.

The ordinance serves a valid public purpose by ensuring the City maintains a fair and current local business tax structure that keeps pace with inflation and supports the continued provision of essential municipal services.

Recommended Action:

Staff recommends approval and adoption of Ordinance 26-23.

Attachment(s)/References:

Ordinance 26-23
Business Impact Estimate

ORDINANCE 26-23

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 66, CITY OF WINTER GARDEN CODE OF ORDINANCES; AMENDING SECTION 66-104 AND SECTION 66-107 GOVERNING LOCAL BUSINESS TAXES; PROVIDING FOR TAX SCHEDULE; PROVIDING REQUIREMENTS FOR INCREASING RATE OF LOCAL BUSINESS TAXES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) imposes occupational license tax for the privilege of engaging in a business or profession pursuant to Chapter 205, Florida Statutes;

WHEREAS, the City wishes to increase the rates of local business taxes by 5% as allowed by the City Code of Ordinances and Chapter 205, Florida Statutes, and to modify the procedural timeline for changes to the local business tax schedule to prevent a delay in these necessary adjustments;

WHEREAS, the City Commission finds that this ordinance is in the best interests of the public welfare.

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

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. Amendment of City Code. Section 66-104 of Chapter 66, Article IV and Section 66-107 of Chapter 66, Article IV of the City Code of Ordinances are hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars * * * * indicate breaks between sections, subsections, or paragraphs and do not indicate changes to the City Code; provisions not included are not being amended):

Sec. 66-104. Tax Schedule.

The amount of local business tax levied and imposed upon every person who shall engage in or manage any business, profession, privilege or occupation hereinafter mentioned within the city is hereby fixed, graded, determined and imposed at the rates or amounts as follows:

A

- (1) *Abstract/title company....* ~~\$172.00~~ 180.60
- (2) *Accountant/bookkeeping/tax service (other than CPA)* ~~82.56~~ 86.69
- (3) *Advertising agents...*
 - a. Those renting space on any vehicle, including any boat, car, bus, truck
~~86.00~~ 90.30
 - b. Those distributing any circulars, handbills, or other advertising ~~86.00~~ 90.30
 - c. Those operating a sound truck for advertising ~~86.00~~ 90.30

d. Advertising~~_~~agency ~~86.00~~ 90.30

(4) *Adult entertainment* (~~see notes A and B~~)

(A \$500.00 non-refundable application fee is required in addition to the rates listed below.)

a. Adult bookstore ~~573.30~~ 601.97

b. Massage establishments ~~573.30~~ 601.97

c. Adult motion picture theaters...

1. Having only one adult motion picture booths, per each booth
....~~114.66~~ 120.39

2. Having only hall or auditorium, each seat or place ~~4.00~~ 4.20

3. Seated in automobiles, each parking place or speaker ~~4.00~~ 4.20

4. Having a combination of any of subsections (4)c.1.-3. of this section,
the receipt fee applicable to each under subsections (4)c.1.-3. of this
section~~573.30~~ 601.97

d. Adult dancing establishments....~~573.30~~ 601.97

e. Two or more receipts in any of the above categories, in this subsection, except
a massage establishment, to a single premises....~~1,146.60~~ 1,203.93

(5) *Agency office* (For those uses not specifically provided for in this article, this includes:
Collection, talent and travel)....~~86.00~~ 90.30

(6) *Agents*, including emigrant, each....~~343.98~~ 361.79

(7) *Alarm systems—fire and burglary*....~~86.00~~ 90.30

(8) *Ambulance service*....

a. Office only....~~86.00~~ 90.30

b. Each vehicle....~~28.66~~ 30.09

(9) *Amusements/entertainment*....

a. Arcade/game room...

1. Each location....~~57.34~~ 60.21

2. Each machine....~~28.66~~ 30.09

b. Batting range/cage...

1. Each location...~~57.34~~ 60.21

2. Each machine...~~28.66~~ 30.09

c. Car rides....~~172.00~~ 180.60

- d. Golf...
 - 1. Golf, miniature....~~172.00~~ 180.60
 - 2. Golf, driving range.... ~~172.00~~ 180.60
 - 3. Golf course/par 3....~~343.98~~ 361.18
 - 4. Golf course/regulations....~~573.30~~ 601.97
- e. Hot air balloons....~~86.00~~ 90.30
- f. Paint ball....~~86.00~~ 90.30
- g. Rinks....~~172.00~~ 180.60
- h. Theaters...
 - 1. Indoor....~~172.00~~ 180.60
 - 2. Outdoor...
 - i. Per location....~~86.00~~ 90.30
 - ii. Per speaker....~~1.14~~ 1.20
- (10) *Amusements, games, recreational devices, contrivances or facilities not otherwise licensed, each*....~~137.59~~ 144.47
- (11) *Animal services*...
 - a. Hospital (see also veterinarian).... ~~172.00~~ 180.60
 - b. Boarding/kennel.... ~~86.00~~ 90.30
 - c. Grooming/supplies.... ~~86.00~~ 90.30
- (12) *Appraisers*...
 - a. Real estate.... ~~86.00~~ 90.30
 - b. Personal property....~~86.00~~ 90.30
 - c. Others....~~86.00~~ 90.30
- (13) *Architect*....~~86.00~~ 90.30
- (14) *Artist*....~~57.34~~ 60.21
- (15) *Astrologers (See Clairvoyants.)*
- (16) *Attorneys (See Lawyers)*
- (17) *Auctioneer*...
 - a. Resident, general merchandise....~~114.66~~ 120.39

b. Transient, ~~each per day (no proration)~~....~~86.00~~ 90.30

B

(18) *Banks*, including all finance companies, small loan companies, moneylenders, salary purchasers, building and loan associations, and federal savings associations.

a. Those lending \$25,000.00 or less....~~86.00~~ 90.30

b. Those lending over \$25,000.00 to and including \$50,000.00....~~172.00~~ 180.60

c. Those lending over \$50,000.00....~~343.98~~ 361.18

(19) *Barbershop*....

a. First chair....~~17.20~~ 18.06

b. Each additional chair....~~4.31~~ 4.53

(20) *Bar/lounge* (Additional restaurant receipt required for food preparation)

a. Occupancy of less than 50....~~114.66~~ 120.39

b. Occupancy of 50 to 100....~~172.00~~ 180.60

c. Occupancy over 100....~~343.98~~ 361.18

(21) *Beauty parlor*, per operator....~~17.20~~ 18.06

(22) *Bed and breakfast*....~~86.00~~ 90.30

(23) *Boardinghouse/rooming house*; having accommodations for three or more non-related persons....~~81.90~~ 86.00

(24) *Bondsmen*, professional, each....~~172.00~~ 180.60

(25) *Bootblack*, per chair....~~8.59~~ 9.02

(26) *Bowling alley*...

a. First five alleys....~~86.00~~ 90.30

b. Each additional alley....~~22.93~~ 24.08

(27) *Brokers*...

a. Stocks and bonds....~~86.00~~ 90.30

b. Mortgages and loans....~~86.00~~ 90.30

c. Insurance....~~86.00~~ 90.30

d. Merchandise....~~86.00~~ 90.30

e. Produce, fruits and vegetables....~~86.00~~ 90.30

- f. Dealing in lumber and lumber products....~~86.00~~ 90.30
- g. Not otherwise specified....~~86.00~~ 90.30

C

- (28) *Cable television company*....~~343.98~~ 361.18
- (29) *Canteen wagon, truck, food cart; (See Restaurants/cafes/delis/snack bars.)—per mobile unit*....~~57.34~~
- (30) *Car wash*...
 - a. Location....~~86.00~~ 90.30
 - b. Per stall....~~28.66~~ 30.09
- (31) *Carnival, circus and traveling show*...
 - a. Each engagement....~~343.98~~ 361.18
 - b. ~~One day's performance~~, Plus each concession....~~172.00~~ 180.60
 - c. ~~For more than one day's performance, each concession~~....~~114.66~~
 - d. Peddlers, hawkers or similar salesmen connected with carnivals or similar traveling shows, each individual per day....~~17.20~~ 18.06
- (32) *Caterer or catering service*....~~93.60~~ 98.28
- (33) *Certified public accountants*, each individual....~~82.56~~ 86.69
- (34) *Chiropractors*, each individual....~~82.56~~ 86.69
- (35) *Citrus vendors*, each establishment operating a business of selling “gift boxes” either for local sales or shipment....~~86.00~~ 90.30
- (36) *Civil engineers*, each individual....~~82.56~~ 86.69
- (37) *Clairvoyants*, including fortune tellers, palmists, astrologers, phrenologists, character readers, spirit mediums, absent-treatment healers, mental healers, and every person engaged in an occupation of a similar nature, each individual....~~458.64~~ 481.57
- (38) *Clubs, social/civic*....~~172.00~~ 180.60
- (39) *Coin-operated devices*, each device....~~34.40~~ 36.12
- (40) *Computer services/online sales*...
 - a. Internet sales/web page design....~~86.00~~ 90.30
 - b. Computer courses/classes....~~86.00~~ 90.30
 - c. Consultant/programmer....~~86.00~~ 90.30
- (41) *Consultant*....~~86.00~~ 90.30

- (42) *Contractors...*
- a. General contractor....~~86.00~~ 90.30
 - b. Building contractor....~~86.00~~ 90.30
 - c. Residential contractor....~~86.00~~ 90.30
 - d. Specialty contractor....~~86.00~~ 90.30
 - 1. Electrical....~~86.00~~ 90.30
 - 2. Plumbing....~~86.00~~ 90.30
 - 3. Mechanical/HVAC....~~86.00~~ 90.30
 - 4. Demolition/house moving....~~86.00~~ 90.30
 - 5. Fire sprinkler....~~86.00~~ 90.30
 - 6. Carpentry....~~86.00~~ 90.30
 - 7. Masonry/concrete....~~86.00~~ 90.30
 - 8. Painting....~~86.00~~ 90.30
 - 9. Sign....~~86.00~~ 90.30
 - 10. Tile installer....~~86.00~~ 90.30
 - 11. Roofing....~~86.00~~ 90.30
 - 12. Irrigation....~~86.00~~ 90.30
 - 13. Swimming pool....~~86.00~~ 90.30
 - 14. Drywall....~~86.00~~ 90.30
 - 15. Utility....~~86.00~~ 90.30
 - e. Land clearing/excavation....~~86.00~~ 90.30
 - f. Landscape/irrigation....~~86.00~~ 90.30
 - g. Subcontractor; miscellaneous....~~86.00~~ 90.30
 - h. Each branch office of non-residential contractor....~~86.00~~ 90.30
- (43) *Cosmetologist*....~~86.00~~ 90.30
- (44) *Counseling*....~~86.00~~ 90.30
- (45) *Court reporter*....~~86.00~~ 90.30
- (46) *Crafts (home occupation only)*....~~57.34~~ 60.21

D

- (47) *Dancehall*, including entertainment such as variety programs. The receipt provided herein shall be in addition to all other receipts required, ~~provided all charitable entertainment is exempt.~~~~270.88~~
- a. ~~For one day's performance only, each....257.98~~
- b. ~~For more than one day's performance, each....172.00~~
- (48) *Dating/escort service*....~~343.98~~ 361.18
- (49) *Day care/nursery* (HRS license required)
- a. Capacity 1 – 25....~~57.34~~ 60.21
- b. Capacity 26 – 50....~~114.66~~ 120.39
- c. Capacity 51 – 75....~~172.00~~ 180.60
- d. Capacity 76 or more....~~229.32~~ 240.79
- (50) *Day care* in-home family as licensed by the State of Florida....~~57.34~~ 60.21
- (51) *Dentists*, each individual....~~82.56~~ 86.69
- (52) *Disk jockey*....~~86.00~~ 90.30
- (53) *Drafting, designing, graphics*....~~86.00~~ 90.30

E

- (54) *Electric light or power company*, each....~~573.30~~ 601.97
- (55) *Electrolysis technician/esthetician/facial specialist*, each individual....~~86.00~~ 90.30
- (56) *Electrotherapists*, each individual....~~82.56~~ 86.69
- (57) *Employment agencies*, each....~~86.00~~ 90.30
- (58) *Engineer*, each individual....~~86.00~~ 90.30
- (59) *Environmental and ecological services*....~~343.98~~ 361.18
- (60) *Express companies*, air and railroad, each....~~114.66~~ 120.39

F

- (61) *Flea market* (per each rental space)...
- a. Location....~~343.98~~ 361.18
- b. Additional per space....~~11.47~~ 12.04
- (62) *Funeral directors/embalmer*, each....~~82.56~~ 86.69
- (63) *Funeral home*....~~343.98~~ 361.18

- (64) *Gas distributor...*
 - a. Natural, pipeline, manufacturing....~~286.66~~ 300.99
 - b. Bottled, LPG....~~57.34~~ 60.21
- (65) *Hair replacement*....~~86.00~~ 90.30
- (66) *Health care equipment/supplies provider*....~~86.00~~ 90.30
- (67) *Health care facility/emergency clinic*....~~172.00~~ 180.60
- (68) *Health spas/gyms/athletic clubs...*
 - a. Up to 1,000 square feet....~~172.00~~ 180.60
 - b. Up to 5,000 square feet....~~343.98~~ 361.18
 - c. Over 5,000 square feet....~~573.30~~ 601.97
- (69) *Hearing aids and assistive devices sales, each individual*....~~86.00~~ 90.30
- (70) *Hospitals/nursing homes/sanitariums/convalescent/assisted living facility...*
 - a. Under 10 rooms....~~86.00~~ 90.30
 - b. 10 to 25 rooms....~~172.00~~ 180.60
 - c. Over 25 rooms....~~343.98~~ 361.18
- (71) *Hotel/motel...*
 - a. Per room up to 105....~~1.73~~ 1.82
 - b. 105 to 199 rooms, per room....~~2.60~~ 2.73
 - c. 200 rooms and over....~~520.00~~ 546.00
- (72) *Hypnotist*....~~172.00~~ 180.60

I

- (73) *Ice...*
 - a. Manufacturer....~~343.98~~ 361.18
 - b. Distributor....~~343.98~~ 361.18
- (74) *Insurance company...*
 - a. Regional office....~~343.98~~ 361.18
 - b. District office....~~172.00~~ 180.60
 - c. Resident agency office....~~51.59~~ 54.16

d. Each insurance company—writing policies and collecting within city corporate limits....~~51.59~~ 54.16

e. Per salesman/agent....~~17.20~~ 18.06

(75) *Interior decorator/designer*....~~86.00~~ 90.30

J

(76) *Junk dealers, each*....~~82.56~~ 86.69

L

(77) *Laboratories*...

a. Research, development, testing....~~86.00~~ 90.30

b. Equipment and supplies....~~86.00~~ 90.30

(78) *Laundry and dry cleaner*....~~86.00~~ 90.30

(79) *Lawyers, each individual*....~~82.56~~ 86.69

(80) *Limousine service* (See *Motor vehicles*.)

(81) *Linen supplies* (diaper, apron or towel.)....~~86.00~~ 90.30

(82) *Liquidation sales, each*....~~172.00~~ 180.60

(83) *Locksmith*....~~86.00~~ 90.30

(84) *Lodginghouse* (See *Boardinghouse*.)

M

(85) *Machine/repair shop* (other than motor vehicles.)....~~86.00~~ 90.30

(86) *Mail order distributor/manufacturer representative* (does not stock merchandise.)....~~86.00~~ 90.30

(87) *Manufacturer agent/representative*....~~86.00~~ 90.30

(88) *Manufacturers/fabricators/assembly*...

a. 1 to 5 employees....~~86.00~~ 90.30

b. 6 to 10 employees....~~143.32~~ 150.49

c. 11 to 20 employees....~~172.00~~ 180.60

d. 21 to 30 employees....~~229.32~~ 240.79

e. Over 30 employees....~~286.66~~ 300.99

(89) *Marketing representative*....~~86.00~~ 90.30

- (90) *Merchants, retail/wholesale...*
- a. 1 to 5 employees....~~82.56~~ 86.69
 - b. 6 to 10 employees....~~143.32~~ 150.49
 - c. 11 to 20 employees....~~172.00~~ 180.60
 - d. 21 to 30 employees....~~229.32~~ 240.79
 - e. Over 30 employees....~~286.66~~ 300.99
- (91) *Merchant—import/export....*~~114.66~~ 120.39
- (92) *Mobile home park/campground...*
- a. Location....~~86.00~~ 90.30
 - b. Additional per space....~~1.14~~ 1.20
- (93) *Monument company....*~~86.00~~ 90.30
- (94) *Motor vehicles...*
- a. New/used sales...
 - 1. All motor vehicles....~~82.56~~ 86.69
 - 2. Each additional lot....~~49.14~~ 51.60
 - b. New/used sales with repairs....~~172.00~~ 180.60
 - c. Repair shops/garages/paint shops/body work shops....~~172.00~~ 180.60
 - d. Wrecker service....~~172.00~~ 180.60
 - e. Drive/shuttle service/auto delivery....~~114.66~~ 120.39
 - f. For hire, including U-Drive-Its and limousine service, if the business or operator is headquartered in the City and/or the business or operator does not already have a current Business Tax Receipt issued by another jurisdiction in the state of Florida....
 - 1. First unit....~~229.32~~ 240.70
 - 2. Each additional unit....~~51.59~~ 54.17
 - g. Taxicabs, each vehicle, if the business or operator is headquartered in the City and/or the business or operator does not already have a current Business Tax Receipt issued by another jurisdiction in the state of Florida (See note B. requires city police department recommendation)....~~34.40~~ 36.12
 - h. Detailing, cleaning, buffing, waxing (without repair)....~~109.20~~ 114.66
- (95) *Moving company....*~~86.00~~ 90.30

N

- (96) *Nail technician/nail specialist, each individual*....~~86.00~~ 90.30
- (97) *Naturopaths, each individual*....~~82.56~~ 86.69
- (98) *Newspaper/publisher*....~~172.00~~ 180.60
- (99) *Nursery—plants, trees, etc*....
 - a. Less than 25 employees....~~86.00~~ 90.30
 - b. More than 25 employees....~~172.00~~ 180.60
- (100) *Nurse/nurse practitioner/physician assistant*....~~86.00~~ 90.30

O

- (101) *Oculists, each individual*....~~82.56~~ 86.69
- (102) *Open air sales (no proration) (see note A.)*.... 180.60
 - a. ~~Each 15 day period~~....~~172.00~~
 - b. ~~Any portion less than 15 days~~....~~114.66~~
- (103) *Optometrists/ophthalmologists, each individual*....~~82.56~~ 86.69
- (104) *Orthodontist, each individual*....~~82.56~~ 86.69
- (105) *Osteopaths, each individual*....~~82.56~~ 86.69

P

- (106) *Pack and ship store*....~~86.00~~ 90.30
- (107) *Paralegal, each individual*....~~86.00~~ 90.30
- (108) *Pawnbrokers, each individual*....~~343.98~~ 361.18
- (109) *Peddler (see Solicitors)*...
 - a. ~~Ice cream/snacks, each vehicle~~....~~86.00~~ 90.30
 - b. ~~All others, each vehicle~~....~~86.00~~ 90.30
- (110) *Personal trainers, each individual*....~~57.34~~ 60.21
- (111) *Pest control*....
 - a. Office only....~~86.00~~ 90.30
 - b. Each vehicle....~~28.66~~ 30.09
- (112) *Petroleum products, distributor or wholesaler*....~~172.00~~ 180.60
- (113) *Photographer*....~~86.00~~ 90.30

- (114) *Physicians, each individual....*~~82.56~~ 86.69
- (115) *Piano/organ mover....*~~86.00~~ 90.30
- (116) *Piano or organ tuners, each individual....*~~28.66~~ 30.09
- (117) *Pool or billiard hall, per table....*~~57.34~~ 60.21
- (118) *Printing/copying/blueprinting....*~~86.00~~ 90.30
- (119) *Processing plants, each establishment (other than nonprofit cooperative association) engaged in packing or processing agricultural products....*~~172.00~~ 180.60
- (120) *Professional persons, each person possessing some special knowledge, skill or calling and offering his services to the public, not otherwise provided for in this Code, each individual....*~~82.56~~ 86.69
- (121) *Property management (apartment/condo/other rentals)....*~~86.00~~ 90.30
- (122) *Psychologist, each individual....*~~86.00~~ 90.30

R

- (123) *Radio/TV station....*~~172.00~~ 180.60
- (124) *Radio/TV broadcasting/production services....*~~86.00~~ 90.30
- (125) *Railroad companies, each company doing business within the city and receiving protection therefrom....*~~172.00~~ 180.60
- (126) *Recording service (sound and video)....*~~86.00~~ 90.30
- (127) *Real estate agents, brokers and salesmen office location....*86.90
 - ~~a. Real estate broker....82.56~~
 - ~~b. Salesman....17.20~~
- (128) *Rental service store (includes video/film, furniture, post office boxes, equipment.)....*~~86.00~~ 90.30
- (129) *Restaurants/cafes/delis/snack bars....*
 - a. Located within building with no indoor or outdoor seating....~~86.00~~ 90.30
 - b. Located within a building with indoor and/or outdoor seating/dining....
 - 1. Up to 50 accommodations....~~114.66~~ 120.39
 - 2. Over 50 accommodations....~~229.32~~ 240.79
 - c. Mobile food dispensing vehicle....~~229.32~~ 240.79
- (130) *Satellite equipment and systems....*~~86.00~~ 90.30
- (131) *School, private/instructional/tutoring....*~~86.00~~ 90.30

- (132) *Security/guard services/investigators/private detectives....*~~114.66~~ 120.39
- (133) *Septic tanks, systems and cleaning....*~~86.00~~ 90.30
- (134) *Service station and convenience store with gas pumps (7-11 types with pre-packaged food items.)....*~~343.98~~ 361.18
- (135) *Services: personal/business....*
- a. *Carpet cleaning/installation....*~~86.00~~ 90.30
 - b. *Commercial and residential cleaning....*~~86.00~~ 90.30
 - c. *Janitorial/maid service....*~~86.00~~ 90.30
 - d. *Lawn maintenance/service....*~~86.00~~ 90.30
 - e. *Pressure washing/cleaning....*~~86.00~~ 90.30
 - f. *Secretarial services....*~~86.00~~ 90.30
 - g. *Sewing/alterations....*~~86.00~~ 90.30
 - h. *Tree surgeon/trimmer....*~~86.00~~ 90.30
 - i. *Pool/spa maintenance....*~~86.00~~ 90.30
 - j. *Others not mentioned....*~~86.00~~ 90.30
- (136) *Shooting galleries, each location....*~~86.00~~ 90.30
- (137) *Solicitors, each individual(See Peddler.)....* 90.30
- (138) *Storage/warehouse/public storage....*
- a. *Location....*~~86.00~~ 90.30
 - b. *Per each storage unit....*~~1.09~~ 1.15
- (139) *Surgeons, each individual....*~~82.56~~ 86.69
- (140) *Surveyors, each individual....*~~82.56~~ 86.69
- (141) *Taxicabs (See Motor vehicles.)....*
- (142) *Taxidermists, each individual....*~~82.56~~ 86.69
- (143) *Telegraph companies, each....*~~172.00~~ 180.60
- (144) *Telemarketing offices, each location....*~~218.40~~ 229.32
- (145) *Telephone companies, each....*~~343.98~~ 361.18
- (146) *Therapists—massage/physical rehabilitation, each individual....*~~86.00~~ 90.30
- (147) *Transportation/trucking/freight terminals....*

a. Up to 100 vehicles....~~172.00~~ 180.60

b. Additional per vehicle over ten....~~28.66~~ 30.03

(148) *Unclassified*, all persons engaging in any business, occupation or profession or avocation in which merchandise is sold or service rendered for compensation, not otherwise specifically provided for herein, each individual....~~86.00~~ 90.30

(149) *Vendors*, each person vending food, produce, vegetables, fruit or merchandise of any kind from other than a fixed place of business or a food dispensing vehicle....~~172.00~~ 180.60

(150) *Veterinarians*, each individual....~~82.56~~ 86.69

(151) *Well drillers*, each individual... ~~114.66~~ 120.39

Notes:

~~A. Requires approval by the city commission.~~

~~B. Requires city police department recommendation.~~

* * * *

Sec. 66-107.

(a) The rates of the local business taxes set forth in section 66-104, may be increased every ~~odd-numbered~~ even-numbered year by a percentage not to exceed the lesser of (i) five percent, or (ii) the percentage increase in the Consumer Price Index or its successor index, during the two calendar years prior to the year in which the proposed increase will become effective.

(b) ~~At the first regularly scheduled city commission meeting in March of every odd-number~~ Every even-number year, the city manager shall present a report to the city commission which sets forth the total receipts by classification and the total local business tax fees for the prior fiscal year and which contains a recommendation for increases, if any, to the rates for the local business tax established by this article. Unless otherwise directed by the city commission, the city manager shall, ~~at the second meeting in March~~ by August 1st of that year, present to the city commission for first reading an ordinance which increases the local business tax established by this article in accordance with the recommendations contained in such report and as otherwise provided in this section. However, the increases set forth in such report and ordinance shall not exceed the maximum increases set forth in subsection (a) of this section. Any such ordinance shall have an effective date of ~~August~~ October 1 of the year of adoption.

SECTION 3. Codification. Section 2 of this Ordinance shall be codified into the Winter Garden City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion 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 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Garden, Florida (the “Effective Date”), and the new rates set forth herein shall apply to all applications for local business tax receipts received on or after the Effective Date.

ADOPTED this ____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

CITY COMMISSION
CITY OF WINTER GARDEN

John Rees, Mayor

ATTEST:

Ronisha Martin, 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 26-23** – Amending City of Winter Garden Code of Ordinances Chapter 66; Sections 66-104 and 66-107 governing local business taxes.

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 26-23 amends Chapter 66 of the City Code to update the City's Local Business Tax Schedule by increasing all existing local business tax rates by five percent, consistent with the authority granted under Chapter 205, Florida Statutes. The ordinance also revises the procedural timeline for future local business tax adjustments by changing the reporting, ordinance adoption, and effective dates to better align with the City's budget and administrative processes, allowing future tax schedule updates to be implemented more efficiently.

The ordinance serves a valid public purpose by ensuring the City maintains a fair and current local business tax structure that keeps pace with inflation and supports the continued provision of essential municipal services. By providing a predictable process for periodic adjustments and generating revenue to fund services that benefit businesses and residents alike, the ordinance promotes the public health, safety, morals, and general welfare while preserving the City's long-term fiscal sustainability.

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

There should be little direct negative economic impact of the proposed ordinance on private, for-profit businesses in the City. While all businesses in the City will be subject to the new 5% rate increase, the difference between the old and new rates is minimal. For instance, a certified public accountant would pay \$86.69 annually under the new rates, whereas they would have previously paid \$82.56. This is not a major impact for a private business to absorb.

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

As stated above, the direct compliance costs will be minimal – typically only a few dollars more than the previous rates.

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

All of the business tax rates will be increased by 5%, which is allowable under Chapter 205, Florida Statutes.

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. None of the changes outlined in the ordinance will affect administrative processes. The only administrative work the City will have to complete will be updating the rates in the City's system.

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

All of the businesses that operate in the City and require a business tax receipt will be affected with the 5% tax rate increase starting in the new fiscal year.

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: Jon C Williams, City Manager

Date: July 16, 2026

Meeting Date: July 23, 2026

Subject: Approval of First Amendment to the Communications Site Lease Agreement (Ground) – American Tower Asset Sub, LLC

Issue: The City of Winter Garden (“Landlord”) and American Tower Asset Sub, LLC (“Tenant”) seek approval of the First Amendment to the existing Communications Site Lease Agreement (Ground), originally executed in 1999. The amendment extends the lease term, revises rent and escalation provisions, establishes a one-time payment to the City, and clarifies requirements related to additional co-locators and operational responsibilities. The amendment modernizes the lease structure and increases long-term revenue to the City as follows:

- Tenant shall provide a one-time extension payment of \$100,000 to the City within 30 days of the Effective Date.
- The lease term is extended through five additional five-year renewal terms, potentially extending the final expiration to June 13, 2054.
- Monthly rent increases to \$3,600 effective immediately, with a 20% escalation at the start of each renewal term beginning June 14, 2029.
- The City will receive \$200 per month per new co-locator added after the Effective Date, increasing 3% annually.
- Additional revisions include updated assignment provisions, maintenance responsibilities, fence updates, removal requirements, indemnification, and updated notice addresses.

Recommended Action: Approval of the First Amendment to the Communications Site Lease Agreement (Ground) between the City of Winter Garden and American Tower Asset Sub, LLC, and authorize the Mayor to execute the amendment and associated Memorandum of Lease.

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This First Amendment to the Communications Site Lease Agreement (Ground) (this "**First Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Winter Garden**, a Florida municipal corporation, ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**" or "**Lessee**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

The parties hereto recite, declare and agree as follows:

WHEREAS, Landlord owns the real property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Parent Parcel**" which is the "Land" referenced in the Original Lease as hereafter defined); and

WHEREAS, Landlord and Tenant's predecessor-in-interest (Nextel South Corp.) entered into that certain Communications Site Lease Agreement (Ground) dated April 29, 1999 (the "**Original Lease**") (the Original Lease as amended by this First Amendment, collectively, the "**Lease**"), pursuant to which the Tenant leased a portion of the Parent Parcel consisting of the 30' X 45' area cross-hatched on the attached **Exhibit "B"** and certain access areas referred to therein as "easements" for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased constitute the "**Premises**"); and

WHEREAS, Tenant's lease of the Premises is for the uses described in the Original Lease which provides for the Tower and access and not for any ground space for equipment that Landlord elects to lease or license to third parties or otherwise; and

WHEREAS, Landlord and Tenant desire to enter into this First Amendment to the Original Lease to extend the term thereof and to otherwise modify the Original Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **One hundred thousand and No/100 Dollars (\$100,000.00)** ("Extension Payment"), payable within thirty (30) days of the Effective Date and subject to Tenant's receipt of this First Amendment executed by Landlord. The Extension Payment is separate and apart from, and in addition to the Rent and any and all other payments contemplated by the Original Lease as amended by this First Amendment, and does not constitute, the Rent, escalation of Rent, Colocation Fee, or any other compensation required to be paid by Tenant to Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Original Lease or this First Amendment, the Parties agree the Original Lease originally commenced on April 29, 1999, the Original Lease is scheduled to expire at 11:59pm on June 13, 2029 which is the end of the last renewal term under the Original Lease. The Lease is hereby amended to provide Tenant with the option to extend the Original Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Original Lease, (a) provided Tenant is not in default under the Original Lease as amended by this First Amendment, New Renewal Term shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the

event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's receipt of notice thereof, and diligently pursues the cure and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is reasonably necessary (beyond the sixty [60] day cure period) to effect the cure. References in this First Amendment to "**Renewal Term**" shall refer to the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit "C"** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The monthly rent as of the Effective Date is \$2,985.98/month. Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Three Thousand Six Hundred and No/100 Dollars (\$3,600.00)** per month (the "**Rent**"). Commencing on June 14, 2029 and at the beginning of each Renewal Term, Rent shall increase by an amount equal to twenty percent (20%) of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant, with thirty (30) days prior written notice, shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount provided however, if the Landlord disputes the overpayment within thirty (30) days of receipt of written notice of the proposed deduction, no deduction shall be taken from future Rent payments until the dispute is resolved. If Landlord fails to respond to the notice of a deduction within the thirty (30) day timeframe, then Tenant shall have the right to deduct the overpayment from future Rent payments without further action. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments required to be paid by Tenant to Landlord under the Original Lease as amended by this First Amendment shall be paid to the **City of Winter Garden** at 300 W. Plant Street, Winter Garden, FL 34787.
4. **Revenue Share for New Customers on Site.**
 - a. In addition to the Extension Payment, Rent, and all other required payments by Tenant to Landlord, Tenant shall pay Landlord each month, an amount equal to **Two Hundred and No/100 Dollars (\$200.00)** per month ("**Collocation Fee**") for each sublease, license and other collocation agreement or right for the use of any portion of the Premises or Tower entered into by and between Tenant and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date. Commencing on the first anniversary of the initial payment of any Collocation Fee, and on each successive annual anniversary thereof, such Collocation Fee shall increase by an amount equal to three percent (3%) of the then current Collocation Fee. The Collocation Fee for each Additional Collocator shall start at the dollar amount specified above and increase as described herein.
 - b. The payment of the Collocation Fee from Tenant to Landlord shall be due within thirty (30) days of receipt by Tenant of payment by an Additional Collocator. In the event a sublease or license or exercise of other right of collocation with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Original Lease, as modified by this First Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation,

reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower which is located on the Premises (the "**Tower**") provided that all collocation agreements and all renewals, extensions, terminations, amendments, restatements, and other modifications related to collocation agreements are subject to, and do not allow, any violations of the Lease.

- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements or rights between Tenant, or Tenant's predecessors-in-interest, or any third parties, or such third parties' predecessors or successors-in-interest, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to or after the Effective Date; (iii) or any subleases, licenses, or other collocation agreements or rights entered into by and between Tenant and any Additional Collocators solely for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Premises.
- e. Upon the Effective Date and each year thereafter during the effectiveness of this Lease, and within thirty (30) days after Tenant's receipt of Landlord's written request, Tenant shall provide Landlord with a statement showing the number of Additional Collocators installed on the Tower, the rents collected by Tenant from the Additional Collocators, and the Collocation Fee due from Tenant to Landlord.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Original Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Original Lease and this First Amendment, this First Amendment shall control. The Parties hereby agree that no defaults exist under the Original Lease as of the Effective Date. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this First Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant shall provide notice to Landlord of any subleasing and licensing to additional customers or collocators/subleases/licensee. Within thirty (30) days of a written request from Landlord, but no more than once in any calendar year, Tenant shall provide Landlord with a list of the names and addresses of each collocator and Additional Collocators, sublessee and licensee Tenant has a collocation agreement with. As of the Effective date, Tenant acknowledges and agrees that tenant currently subleases and/or licenses space only to Verizon Wireless, Dish Wireless and Tmobile at the Premises. Tenant may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of Tenant without the prior written consent or approval of, Landlord. Notwithstanding the foregoing, Tenant shall provide notice of an assignment to an Affiliate. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided in all events the Landlord may withhold consent for any assignment to a person or entity that does not demonstrate, to Landlord's satisfaction, in Landlord sole discretion, that the assignee has sufficient financial strength to fulfil the obligations of Tenant hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. All assignees must assume all of the

obligations of Tenant under this Agreement, and Tenant will not be relieved of any of its obligations, duties and liabilities hereunder and shall remain liable therefore unless Landlord, in Landlord's sole discretion consents, in writing, to expressly relieve Tenant from such. The Parties acknowledge and agree that any subleasing or licensing of ground space outside the Premises requires the Collocator (as defined in Paragraph 14(b) of the Original Lease) to enter into a separate agreement for ground space directly with the Landlord in accordance with Paragraph 14(b) of the Original Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Premises from a public right of way through the areas designated and approved by Landlord on a 24 hours per day, 7 days per week basis, together with utilities services to the Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Notwithstanding the reference to, and use of, the word "easement" or "easements" in the Lease and/or this First Amendment, nor anything else in the Lease and/or this First Amendment to the contrary, no easement or other property interest, other than a lease or license interest, was, is, nor will be created or transferred to the Tenant. Where the use of the word "easement" or "easements" is used, such only describes a license or leased area to provide utilities and ingress and egress to and from the Premises provided however, Landlord shall not terminate the license or lease to provide utilities and/or ingress and egress to and from the Premises during the term of the Lease as amended by this First Amendment unless this Lease terminates. The Second sentence of Paragraph 13(b) of the Original Lease is hereby deleted and is of no force or effect. Paragraph 6(f) of the Original Lease is deleted and replaced with the following: "Lessee agrees to maintain the existing fence to keep secure the Extended Lease Area consisting of 3,183 square feet described on Exhibit "B" to this First Amendment and upon request by Landlord, Tenant shall replace the existing fence with an eight (8) foot high vinyl coated fence along the boundary of the Extended Lease Area, at Landlord's sole expense. Lessee shall be responsible for, and indemnify and hold harmless Lessor, any and all claims, damages, injuries, deaths, lawsuits, disputes, including attorneys' fees at trial and on appeal, and other adverse matters that occur due to negligence, intentional acts and omissions of Tenant in Tenant's maintenance of the existing fence. This provision survives termination and expiration of the Lease as amended by this First Amendment." This Section 5 shall survive the execution and delivery of this First Amendment.

6. **Removal.** Notwithstanding Paragraph 6(a) of the Original Lease, Within 120 days of the expiration or termination of the Original Lease by Landlord or Tenant, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to one (1) foot below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted. This Section 6 survives termination and expiration of the Lease.
7. **Eminent Domain.** In the event all or any portion of the Premises or Extended Lease Area is acquired by an entity with the power of eminent domain, either by judicial order or under the express treat of eminent domain, Landlord shall be entitled to all proceeds, awards, and compensation for such acquisition other than for Tenant's remaining value of Lessee Facilities, business damages, and relocation expenses. The prior sentence survives termination and expiration of the Lease.
8. **Notices.** The Parties acknowledge and agree that Paragraph 18(d) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Original Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified,

return receipt requested to the addresses set forth herein: to Landlord at: 300 W. Plant Street, Winter Garden, FL 34787, with a copy to: A. Kurt Ardaman, Esquire, Fishback Dominick LLP, 1947 Lee Road, Winter Park, FL 32789 and to ardaman@fishbacklaw.com; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts.** This First Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this First Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of this First Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of this First Amendment by all Parties to the same extent as an original signature.
10. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Indemnification and Venue.** The Parties acknowledge and agree that Paragraph 13(b) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date indemnification, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. Tenant shall and hereby does indemnify, and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) incurred, asserted, and/or suffered (collectively, the "***Losses***"), whether to persons or property, arising from Tenant's negligence, gross negligence or willful misconduct, breach of the Lease or other Lessee actions relating to the Premises and the negligence, gross negligence or willful misconduct or other actions of Tenant's employees, agents, contractors, guests, licensees, and/or subtenants relating to the Premises; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses are solely the result of the negligence, gross negligence or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. Subject to Landlord sovereign immunity protections, Landlord shall be responsible to Tenant for Landlord's negligence, gross negligence or willful misconduct causing damage to Lessee Facilities within the Premises and Extended Lease Area. The Parties agree that any litigation relating to the Lease in any way shall be brought exclusively in a state or federal court of competent jurisdiction located within Orange County, Florida. Nothing in the Lease waives, nor constitutes the waiver of, Landlord's sovereign immunity. This Section 11 survives termination of the Lease.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this First Amendment and those contained in the Original Lease, the terms and provisions of this First Amendment shall control. Except as otherwise defined or expressly provided in this First Amendment, all capitalized terms used in this First Amendment shall have the meanings or definitions ascribed to them in the Original Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this First Amendment and

the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Original Lease , the meaning, definition, or usage of any such capitalized terms in this First Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Winter Garden
a Florida municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Tower Asset Sub, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “A”

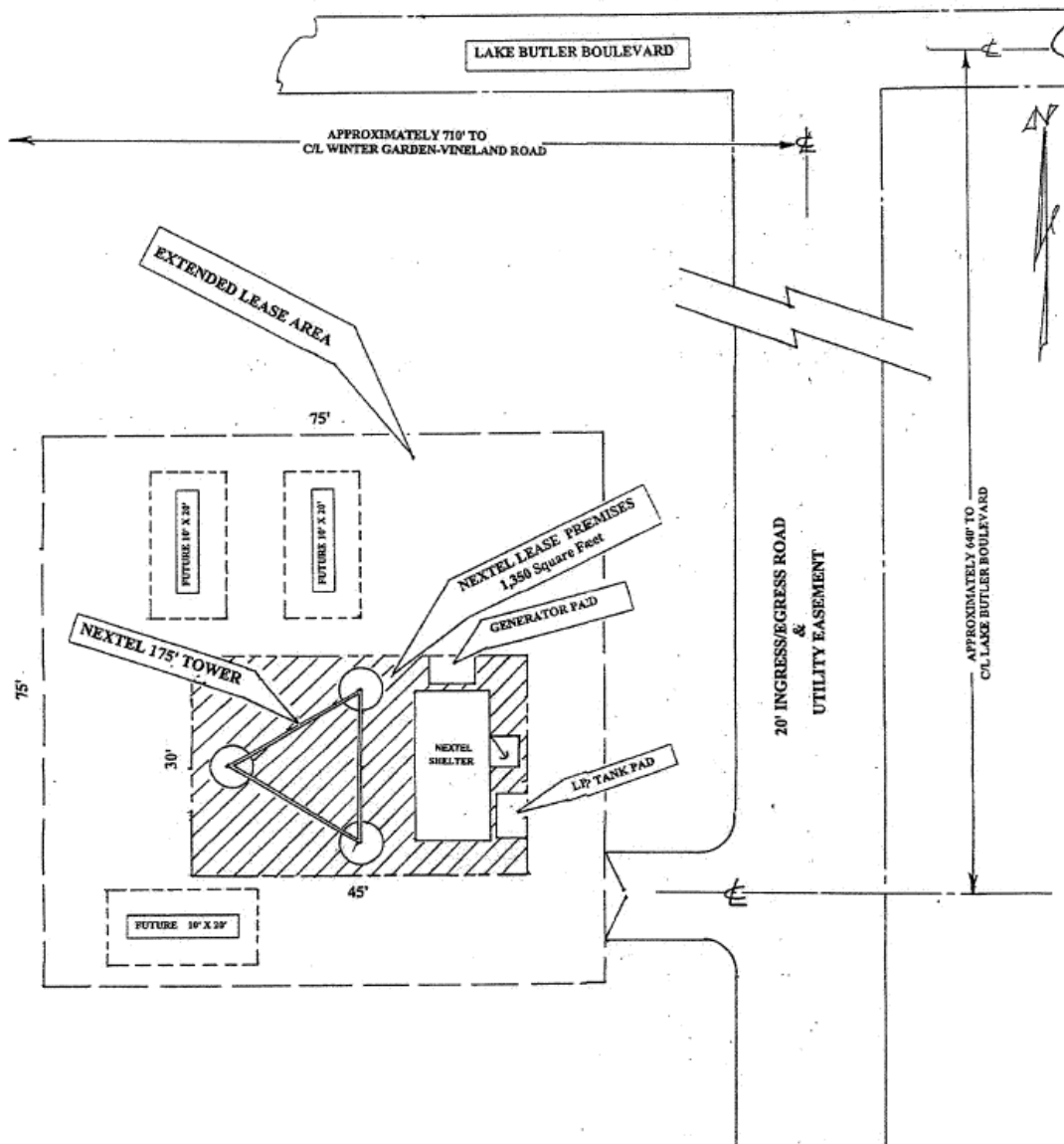
“PARENT PARCEL” ALSO REFERRED TO AS THE “LAND”

Being situated in the County of Orange, State of Florida, and being known as Orange County Parcel ID: 11-23-27-9380-00-000 consisting of approximately of 27.27 acres (“Parent Parcel”) upon which the 30’ X 45’ area Premises is located within Orange County Parcel ID: 11-23-27-9380-10-001 which APN Parcel consists of approximately of 0.18 acres.

EXHIBIT "B"

(Page 1 of 3)

The Premises are described and/or depicted as follows as the Nextel Lease Premises and 20' Ingress/Egress Road and Utility Easement:



The 75' by 75' foot area depicted on this Page 1 as the "Extended Lease Area" is replaced with the dimensions and legal description on Page 2 and Page 3 of this Exhibit "B".

ACCESS AND UTILITIES

The referenced areas of access and utility easements are that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way.

Site No: 302648
Site Name: Lake Speer

EXHIBIT "B"

(Page 2 of 3)

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF STREET A (60.00 FEET WIDE PRIVATE EASEMENT), WINTER GARDEN CEMETERY REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 69, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING A FOUND 4"x4" CONCRETE MONUMENT WITH NAIL AND DISK STAMPED "P SQUARED LB8154"; THENCE SOUTH 63°05'24" WEST, A DISTANCE OF 188.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°45'17" EAST, A DISTANCE OF 20.75 FEET; THENCE NORTH 88°25'24" EAST, A DISTANCE OF 2.91 FEET; THENCE SOUTH 03°51'37" EAST, A DISTANCE OF 10.82 FEET; THENCE SOUTH 83°42'52" WEST, A DISTANCE OF 2.89 FEET; THENCE SOUTH 03°05'53" EAST, A DISTANCE OF 19.95 FEET; THENCE SOUTH 85°12'00" WEST, A DISTANCE OF 60.88 FEET; THENCE NORTH 03°39'56" WEST, A DISTANCE OF 51.59 FEET; THENCE NORTH 85°03'05" EAST, A DISTANCE OF 60.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,183 SQUARE FEET, MORE OR LESS

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH IS NOT A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM.
3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.



SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION AND ABBREVIATIONS

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
		Digitally signed by Jeffrey Schwartz Contact Info: jschwartz@smasurvey.com Date: 2025.03.11 07:38:25-0400	
		THE OFFICIAL RECORD OF THIS SURVEY IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, FLORIDA ADMINISTRATIVE CODE	
REVISION		BY	DATE
DATE: 03/06/2025		JEFFREY SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE	
PROJECT NUMBER: 0112-1-13		BRADDOCK PARK TOWER SITE WINTER GARDEN	
DRAWN: E. WHITTENBARGER			
CHECKED: J. SCHWARTZ			
		SCHWARTZ, MAYLONE AND ASSOCIATES, LLC. 4240 AUDUBON AVENUE DE LEON SPRINGS, FLORIDA 32130 PHONE: 407-417-3505 WWW.SMASURVEY.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8538	

(Page 3 of 3)

Page 48 of 186

EXHIBIT "C"

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Dylan Woods, Esq.
ATC Site No: 302648
ATC Site Name: Lake Speer
Assessor's Parcel No(s): 11-23-27-9380-10-001

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Florida
County of Orange

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Winter Garden**, a Florida municipal corporation, ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**" or "**Lessee**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and Tenant's predecessor-in-interest (Nextel South Corp.) entered into that certain Communications Site Lease Agreement (Ground) dated April 29, 1999 (the "**Original Lease**"), pursuant to which the Tenant leased a portion of the Parent Parcel consisting of the 30' X 45' area cross-hatched on the attached **Exhibit "B"** and certain access areas referred to therein as "easements" for access and public utilities, all as more particularly described in the First Amendment to the Lease (such portion of the Parent Parcel, so leased constitute the "Premises." Tenant's Lease of the Premises is for the Tower and access and not for any ground space equipment that Landlord elects to lease or license to others or otherwise.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Original Lease, and assuming the exercise by Tenant of all renewal options contained in the First Amendment to the Original Lease, the final expiration date of the First Amendment to the Original Lease would be June 13, 2054. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease, and in the event of any termination of the Lease or non-renewal of any New Renewal Term, this Memorandum shall be null, void, and of no effect upon the Landlord recording, after notice to Tenant of termination or non-renewal which Tenant does not dispute within thirty (30) days, a termination of Lease and Memorandum in the Public Records of Orange County, Florida.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.
4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Winter Garden, 300 W. Plant Street, Winter Garden, FL 34787; with a copy of A. Kurt Ardaman, Esquire, Fishback Dominick, LLC, 1947 Lee Road, Winter Park, FL 32789 and to ardaman@fishbacklaw.com; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth

Site No: 302648
Site Name: Lake Speer

above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Florida.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of Winter Garden,
a Florida municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State of Florida

County of Orange

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Asset Sub, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT "A"

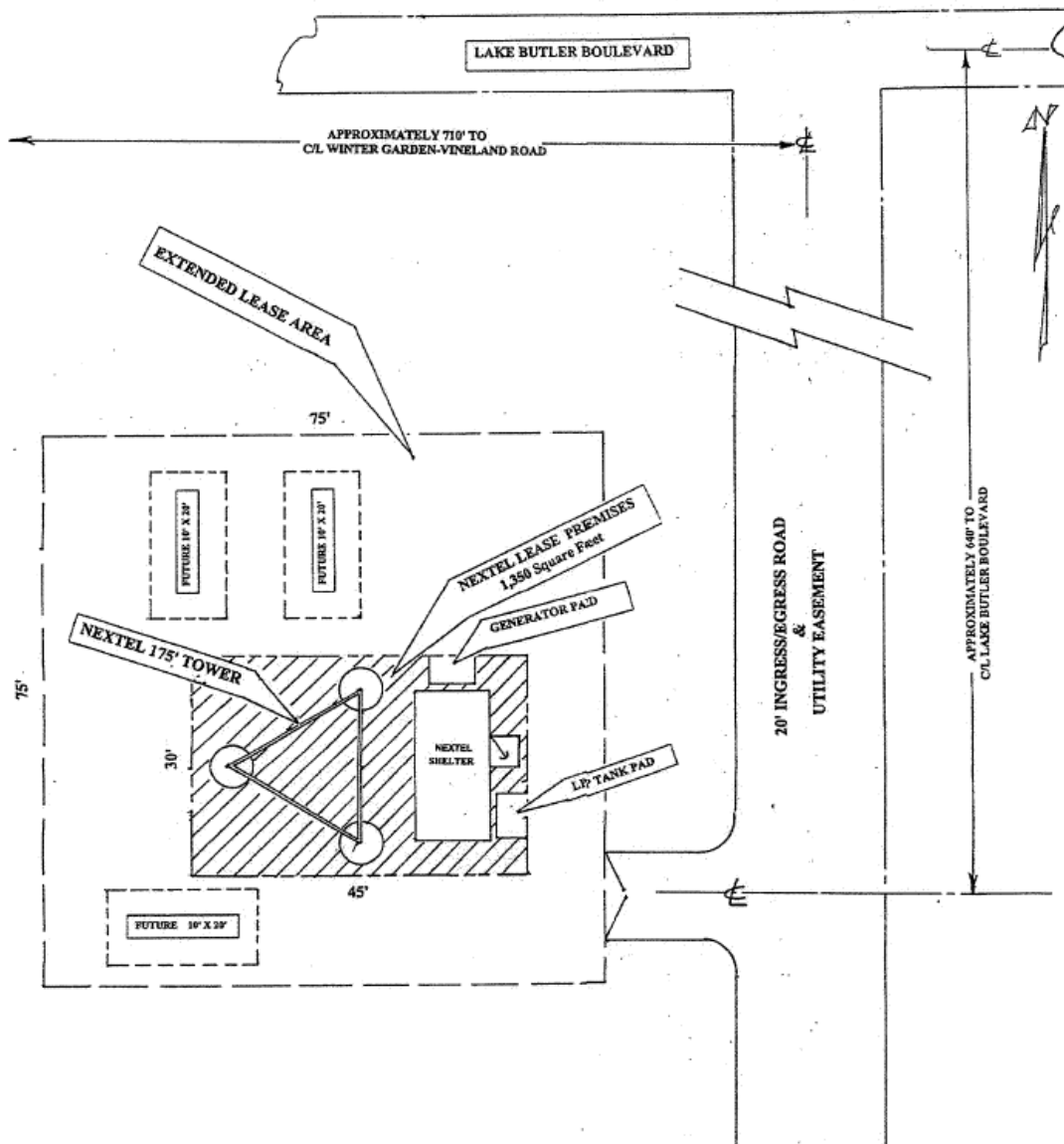
PARENT PARCEL

Being situated in the County of Orange, State of Florida, and being known as Orange County Parcel ID: 11-23-27-9380-00-000 consisting of approximately of 27.27 acres ("Parent Parcel") upon which the 30' X 45' area Premises is located within Orange County APN: 11-23-27-9380-10-001 which APN Parcel consists of approximately of 0.18 acres.

EXHIBIT "B"

(Page 1 of 3)

The Premises are described and/or depicted as follows as the Nextel Lease Premises and 20' Ingress/Egress Road and Utility Easement:



The 75' by 75' foot area depicted on this Page 1 as the "Extended Lease Area" is replaced with the dimensions and legal description on Page 2 and Page 3 of this Exhibit "B".

ACCESS AND UTILITIES

The access and utility easements that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way.

EXHIBIT "B"

(Page 2 of 3)

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF STREET A (60.00 FEET WIDE PRIVATE EASEMENT), WINTER GARDEN CEMETERY REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 69, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING A FOUND 4"x4" CONCRETE MONUMENT WITH NAIL AND DISK STAMPED "P SQUARED LB8154"; THENCE SOUTH 63°05'24" WEST, A DISTANCE OF 188.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°45'17" EAST, A DISTANCE OF 20.75 FEET; THENCE NORTH 88°25'24" EAST, A DISTANCE OF 2.91 FEET; THENCE SOUTH 03°51'37" EAST, A DISTANCE OF 10.82 FEET; THENCE SOUTH 83°42'52" WEST, A DISTANCE OF 2.89 FEET; THENCE SOUTH 03°05'53" EAST, A DISTANCE OF 19.95 FEET; THENCE SOUTH 85°12'00" WEST, A DISTANCE OF 60.88 FEET; THENCE NORTH 03°39'56" WEST, A DISTANCE OF 51.59 FEET; THENCE NORTH 85°03'05" EAST, A DISTANCE OF 60.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,183 SQUARE FEET, MORE OR LESS

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH IS NOT A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM.
3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.



SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION AND ABBREVIATIONS

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
		Digitally signed by Jeffrey Schwartz Contact Info: jschwartz@smasurvey.com Date: 2025.03.11 07:38:25-0400	
		THE OFFICIAL RECORD OF THIS SURVEY IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, FLORIDA ADMINISTRATIVE CODE	
REVISION		BY	DATE
DATE: 03/06/2025		JEFFREY SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE	
PROJECT NUMBER: 0112-1-13		BRADDOCK PARK TOWER SITE WINTER GARDEN	
DRAWN: E. WHITTENBARGER			
CHECKED: J. SCHWARTZ			
		SCHWARTZ, MAYLONE AND ASSOCIATES, LLC. 4240 AUDUBON AVENUE DE LEON SPRINGS, FLORIDA 32130 PHONE: 407-417-3505 WWW.SMASURVEY.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8538	

Site No: 302648
Site Name: Lake Speer

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jon C Williams, City Manager

Date: July 23, 2026

Meeting Date: July 23, 2026

Subject: Establish proposed millage rate and budget hearing dates for fiscal year 2026/2027.

Issue: The Truth in Millage (TRIM) legislation requires the City to notify the Property Appraiser of its proposed millage rate by August 3, 2026. Staff recommends that the Commission establish a tentative millage rate of 4.8565 mills, which maintains the current millage rate with no increase.

At the budget hearings, the Commission may reduce the tentative millage rate if desired. However, the Commission cannot increase the rate above the tentative millage rate without restarting the TRIM notification process.

The following is submitted to assist you in making a decision:

1. The Current Gross Taxable Value for the coming year is projected at \$7,061,525,423. This represents a 7.71% increase in taxable value over fiscal year 2025/2026 value, an increase of \$505,202,623.
2. The Current year rolled-back rate is 4.5928. The proposed millage rate of 4.8565 is greater than the rolled back rate of 4.5928 mills by 5.74%.
3. One (1) mill will generate approximately \$7,061,525 in revenue (budgeting at 95% of the estimated amount levied).
4. The 2025/2026 fiscal year's budgeted Ad Valorem Tax Revenue (AVTR) is \$30,277,220. We should achieve the budgeted amount. We budgeted \$26,321,525 in fiscal year 2024/2025 and recorded \$26,335,220.
5. If the current millage rate of 4.8565 is adopted, the projected AVTR is calculated at \$32,579,583 (budgeting at 95% of the estimated amount levied).
6. The rolled-back rate of 4.5928 per \$1,000 would produce \$30,810,641, or \$1,768,942 less revenue than the 4.8565 rate.

7. Proposing a millage rate up to 4.5928 would require a majority vote of the Commission. Proposing a rate between 4.5929 and 5.0521 would require a two-thirds vote of the Commission. Any rate proposed in excess of 5.0521 would require a unanimous vote of the Commission.
8. Staff is proposing no increase to the proposed millage rate. To keep the millage rate unchanged, staff recommends setting the tentative millage rate at 4.8565 mills, which is the same as the current millage rate. The projected AVTS is calculated at \$32,579,583 (budgeting at 95% of amount levied).
9. The TRIM Act states that the millage rate established by the commission through a vote and provided to the Property Appraiser cannot be increased after August 3, 2026, unless each property owner is notified by mail; however, it may be lowered at either the first or second public budget hearing without any required notification. The millage rate propose by the commission will be sent to all property owners within Winter Garden directly after August 3, 2026.

Recommended Action:

Motion to set the proposed millage rate for fiscal year 2026/2027 at the rate of 4.8565 mills, AND set public hearing dates for FY 2027 budget.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: Jon C. Williams, City Manager

Date: July 16, 2026 **Meeting Date:** July 23, 2026

Subject: Reduce and remove Code Enforcement liens for 243 Florida Avenue
(PARCEL ID# 23-22-27-7948-06-090)
25-545 – Housing code: \$168,300.00

Issue:

On October 4, 2024, The Building Department issued a Stop Work Order at 243 Florida Avenue for work being done without a permit. At the Code Enforcement Board meeting on November 5, 2024, the Board found the property in violation of City Code for working without a permit. The case was then presented to the Code Enforcement Board at the December 3, 2024, meeting and fines were imposed for \$300.00 per day until work was permitted and completed. Work was completed 561 days later making a total fine of \$168,300.00.

Discussion:

Work has now been completed, and the final inspection was approved by the Building Department. The owner is under contract to sell the property to a new owner and is requesting a reduction of the fines. Staff spent a considerable amount of time working on addressing the violations and recommend reducing the fine to \$5,000.00 to cover all City expenses.

Recommended Action:

Staff recommend that City Commission reduce the lien from \$168,300.00 to \$5,000.00 and release the lien if paid by August 31, 2026.

Attachment(s)/References:

Pictures of Work
Notice of Violation
Notice to Establish Fine



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF HEARING TO ESTABLISH FINE

DATE ISSUED: **NOVEMBER 25, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE # **24-545**

PROPERTY OWNER(S) NAME: **FARIAS HILDA**

MAILING ADDRESS: 344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

SENT VIA CERTIFIED MAIL RECEIPT #:
7021 0950 0001 2956 3057
AND
HAND DELIVERY – NOVEMBER 25, 2024

RE: CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION: **243 FLORIDA AVE**
WINTER GARDEN, FL 34787

PARCEL ID #: **23-22-27-7948-06-090**

Dear Property Owner(s):

On March 2, 2021, the Code Enforcement Board of the City of Winter Garden issued Findings of Fact, Conclusions of Law, Order and Notice of Appeal ("Non-Compliance Order") finding you and the above referenced Property in Non-Compliance with the following City of Winter Garden Code provisions:

VIOLATION(S):

- (1) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91 – REQUIRED.
- (2) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91.5 – WORK STARTING BEFORE PERMIT ISSUANCE.

Since you failed to bring the Property into compliance by the compliance date established by the Non-Compliance Order, a Code Enforcement Board hearing has been set at the time, date and place indicated below to establish the code enforcement fine to be imposed and to render an Order Imposing Fine/Lien. The issue of such hearing will be limited to a determination of whether the violation has been corrected by the compliance date established by the Non-Compliance Order and a determination of the amount of the fine to be imposed. Once recorded in the public records, the Order Imposing Fine/Lien will be a lien in the amount of the accrued fines and administrative costs established by said order against the above referenced Property and all other property in Orange County, Florida owned by the violator(s).

PLACE OF HEARING:

CITY OF WINTER GARDEN, CITY HALL COMMISSION CHAMBERS
300 WEST PLANT STREET, WINTER GARDEN, FL 34787

NOTICE OF HEARING TO ESTABLISH FINE

DATE ISSUED: **NOVEMBER 25, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

DATE AND TIME OF HEARING:

TUESDAY, DECEMBER 3, 2024 AT 6:15 PM

Notice: In accordance with Florida Law, an appeal of an Order of the Code Enforcement Board must be filed with the Circuit Court within 30 days of its rendition. The scope of the review upon an appeal shall be limited to appellate review of the record created before the Code Enforcement Board and shall not be a trial de novo. If you intend to appeal, you will need to obtain a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence, upon which, your appeal is to be based.

SINCERELY,

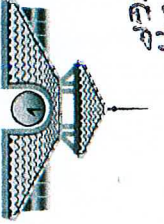


CHRISTOPHER GONZALEZ
CODE COMPLIANCE SUPERVISOR

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
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City, State, ZIP+4®	
HILDA FARIAS 344 PENNSYLVANIA AVE WINTER GARDEN, FL 34787	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7021 0950 0001 2956 3057

24-545
NOV 25



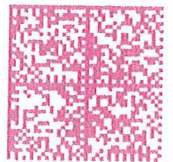
CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

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7021 0950 0001 2956 3057

FIRST-CLASS



US POSTAGESM PITNEY BOWES
ZIP 34787 \$ 009.64⁰
02 7H
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HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787



9590 9402 6269 0274 5280 41

2. Article Number (Transfer from service label)

7021 0950 0001 2956 3057

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

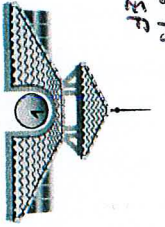
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

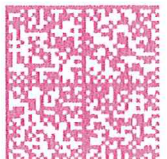
24-545
NOV 25



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

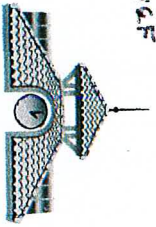
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344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

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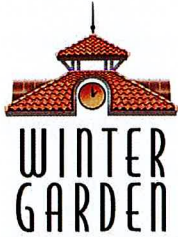
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24-545
NOV 25



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

HAND DELIVERY
243 FLORIDA AVE
WINTER GARDEN, FL 34787



CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.877.5144
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

AFFIDAVIT OF HAND DELIVERY/POSTING

CITY OF WINTER GARDEN CODE ENFORCEMENT

WINTER GARDEN CODE ENFORCEMENT CASE: **24-545**

STATE OF FLORIDA}
COUNTY OF ORANGE} SS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **CHRISTOPHER GONZALEZ**, CODE ENFORCEMENT INSPECTOR FOR THE CITY OF WINTER GARDEN, WHO, AFTER BEING DULY SWORN, DEPOSES AND SAYS:

1. THAT HE IS AN EMPLOYEE WITH THE CITY OF WINTER GARDEN, FLORIDA, AND;
2. THAT HE HAND DELIVERED A COPY OF THE FOLLOWING DOCUMENT:

☒ NOTICE OF HEARING TO ESTABLISH FINE

ON THE FOLLOWING PROPERTY(S) AT **243 FLORIDA AVE WINTER GARDEN, FL 34787** ON **25, NOVEMBER, 2024.**

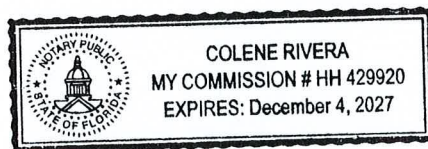
3. THAT A COPY OF THE DOCUMENT(S) DELIVERED IS/ ARE ATTACHED TO THIS AFFIDAVIT.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 25TH DAY OF NOVEMBER, 2024

CHRISTOPHER GONZALEZ, CODE ENFORCEMENT SUPERVISOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25TH DAY OF NOVEMBER, 2024 BY CHRISTOPHER GONZALEZ, WHO IS PERSONALLY KNOWN TO ME.



NOTARY PUBLIC: COLENE RIVERA
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: DECEMBER 4, 2027

AFFIDAVIT OF HAND DELIVERY

**CODE ENFORCEMENT BOARD
CITY OF WINTER GARDEN, FLORIDA**

CITY OF WINTER GARDEN, FLORIDA,
Petitioner,

CASE NO. 24-545

vs.

HILDA FARIAS
344 Pennsylvania Ave
Winter Garden, FL 34787-3648

Respondent(s),

**ORDER OF NON-COMPLIANCE WITH FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

THIS MATTER came before the Code Enforcement Board of the City of Winter Garden for hearing on the 5th day of November 2024, pursuant to the Notice of Violation and Notice of Public Hearing dated October 21, 2024. After hearing argument and sworn testimony and examining the documentary evidence presented, the Code Enforcement Board thereupon issued this Order of Non-Compliance with Findings of Fact and Conclusions of Law pursuant to its authority under Chapter 162, Florida Statutes and Chapter 2, Art. II, City of Winter Garden Code of Ordinances as follows:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent, Hilda Farias, is the owner of the property located at 243 Florida Avenue, Winter Garden, Florida 34787, having Orange County Tax parcel number 23-22-27-7948-06-090, and legally described to wit ("Property"):

SHADOW LAWN L/125 LOT 9 BLK F

2. The Notice of Violation was properly given to the Respondent(s) and gave Respondent(s) a reasonable time to correct the violations upon the Property cited therein. The Respondent(s) did not correct the violations by when specified by the Notice of Violation and the code inspector properly requested a code enforcement hearing in this case.
3. Proper notice of the November 5, 2024 Code Enforcement Board hearing was given to the Respondent(s).
4. Respondent(s) and the Property is in violation of Code of Ordinances of the City of Winter Garden, Florida, as set forth in the Notice of Violation, to wit: Section(s) 18-91 and 18-91.5.

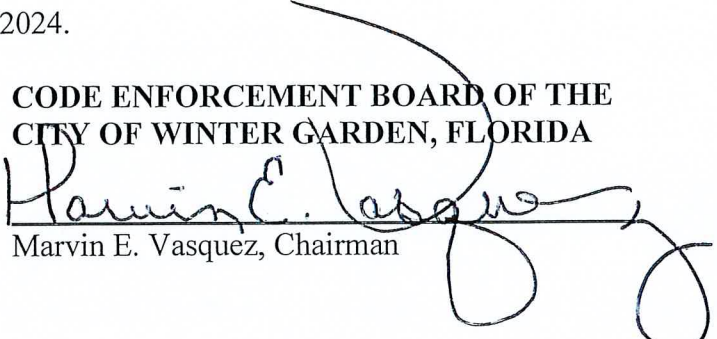
II. ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby **ORDERED**:

1. The Respondent(s) shall correct the violations set forth in the above Findings of Fact and Conclusions of Law by December 3, 2024. ("Compliance Date").
2. To correct the violation, the Respondent shall take the remedial action as set forth in the Notice of Violation, to wit: apply for permitting for all work to be done on the site and not work on site until receive approved Building Permits for the work.
3. The Respondent(s) are further ordered to contact the City of Winter Garden code inspector to arrange for an inspection of the Property to verify compliance.
4. The failure to correct the violation and have compliance verified by the code inspector by the above stated Compliance Date may result in the rendition of an Order Imposing Fine/Lien imposing code enforcement fines up to \$250.00 per day per violation until the violation(s) is corrected along with the requirement to reimburse the City's administrative costs.

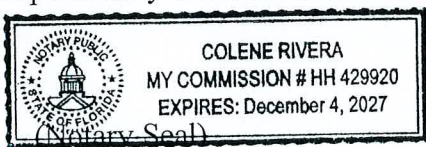
DONE AND ORDERED this 5th day of November 2024.

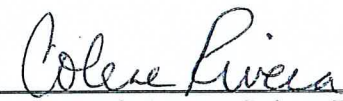
**CODE ENFORCEMENT BOARD OF THE
CITY OF WINTER GARDEN, FLORIDA**


Marvin E. Vasquez, Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by physical presence this 8 day of November 2024, by Marvin E. Vasquez, as the Chairman to the City of Winter Garden Code Enforcement Board, who is personally known to me.




Signature of Notary, Colene Rivera

NOTICE OF RIGHT OF APPEAL: Respondent(s) is hereby notified that Respondent(s) or any party who may be aggrieved by this Order, including the City of Winter Garden, has the right to appeal this Order to the Circuit Court in and for Orange County, Florida, within thirty (30) days of the rendition of this Order as set forth in Section 162.11, Florida Statutes and Section 2-70, City of Winter Garden Code of Ordinances.

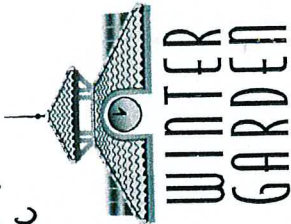
I **HEREBY CERTIFY** that a true and correct copy of this Order has been furnished by Certified Mail – Return Receipt # 9589 0710 5270 0755 6701 97, to the Respondent, at 344 Pennsylvania Avenue, Winter Garden, FL 34787-3648, this 11 day of November 2024.



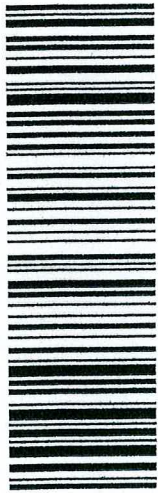
Christopher Gonzalez

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For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here CASE 24-545; 243 FLORIDA AVE
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Street and Apt. No., or PO Box No. City, State, ZIP+4®	HILDA FARIAS 344 PENNSYLVANIA AVE WINTER GARDEN, FL 34787
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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



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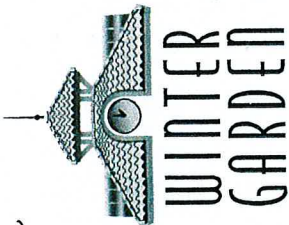
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HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

CASE 24-545-243 FlorioA AVE

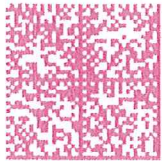
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☐ Agent X ☒ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
HILDA FARIAS 344 PENNSYLVANIA AVE WINTER GARDEN, FL 34787 9590 9402 8781 4005 3416 89 2. Article Number (Transfer from service label) 9589 0710 5270 0755 6701 97		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

ONC



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

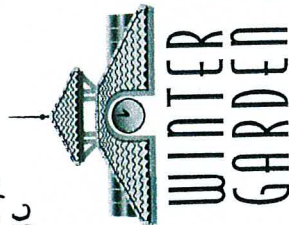
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US POSTAGE IM PITNEY BOWES
ZIP 34787 \$ 000.69⁰⁰
02 7H NOV 11 2024
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**HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787**

24-545
ONC



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

**HAND DELIVERY
243 FLORIDA AVE
WINTER GARDEN, FL 34787**



CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.877.5144
F: 407.656.0839
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AFFIDAVIT OF HAND DELIVERY/POSTING

CITY OF WINTER GARDEN CODE ENFORCEMENT

WINTER GARDEN CODE ENFORCEMENT CASE: **24-545**

STATE OF FLORIDA}
COUNTY OF ORANGE} SS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **CHRISTOPHER GONZALEZ**, CODE ENFORCEMENT INSPECTOR FOR THE CITY OF WINTER GARDEN, WHO, AFTER BEING DULY SWORN, DEPOSES AND SAYS:

1. THAT HE IS AN EMPLOYEE WITH THE CITY OF WINTER GARDEN, FLORIDA, AND;
2. THAT HE HAND DELIVERED A COPY OF THE FOLLOWING DOCUMENT:

☒ ORDER OF NON-COMPLIANCE WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW

ON THE FOLLOWING PROPERTY(S) AT **243 FLORIDA AVE WINTER GARDEN, FL 34787** ON **11, NOVEMBER, 2024**.

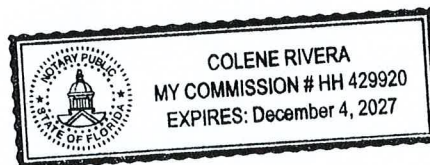
3. THAT A COPY OF THE DOCUMENT(S) DELIVERED IS/ ARE ATTACHED TO THIS AFFIDAVIT.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 11TH DAY OF NOVEMBER, 2024

CHRISTOPHER GONZALEZ, CODE ENFORCEMENT SUPERVISOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF NOVEMBER, 2024 BY CHRISTOPHER GONZALEZ, WHO IS PERSONALLY KNOWN TO ME.



NOTARY PUBLIC: COLENE RIVERA
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: DECEMBER 4, 2027

AFFIDAVIT OF HAND DELIVERY



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF VIOLATION

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE # **24-545**

PROPERTY OWNER(S) NAME: **FARIAS HILDA**

MAILING ADDRESSES: 344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

SENT VIA CERTIFIED MAIL RECEIPT #:
7021 2720 0001 8691 3227
AND
HAND DELIVERY – OCTOBER 21, 2024

RE: CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION: **243 FLORIDA AVE**
WINTER GARDEN, FL 34787
PARCEL ID #: **23-22-27-7948-06-090**

DEAR PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY REVEALED VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE WINTER GARDEN CODE OF ORDINANCES:

VIOLATION(S):

- (1) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91 – REQUIRED.
- (2) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91.5 – WORK STARTING BEFORE PERMIT ISSUANCE.

CORRECTIVE ACTION(S):

1. **IMMEDIATELY OBTAIN BUILDING PERMIT(S) FOR ANY/ALL WORK DONE ON PROPERTY AS CITED ON STOP WORK ORDER.**
2. **IMMEDIATELY SEIZE ANY/ALL WORK DONE THAT REQUIRES A BUILDING PERMIT AS CITED ON THE STOP WORK ORDER.**

DEADLINE FOR COMPLIANCE: **NOVEMBER 4, 2024**

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S):

SEC. 18-91. – REQUIRED.

NO BUILDING OR STRUCTURE SHALL BE ERECTED, MOVED, ADDED TO OR STRUCTURALLY ALTERED WITHOUT A PERMIT ISSUED BY THE BUILDING OFFICIAL. ALL APPLICATIONS FOR BUILDING PERMITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

NOTICE OF VIOLATION

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

UNLESS UPON WRITTEN ORDER FROM THE PLANNING AND ZONING BOARD, NO BUILDING PERMIT SHALL BE ISSUED EXCEPT IN COMPLETE CONFORMITY WITH THIS ARTICLE.

A PERMIT ISSUED SHALL BE CONSTRUED TO BE A LICENSE TO PROCEED WITH THE WORK AND NOT AS AUTHORITY TO VIOLATE, CANCEL, ALTER OR SET ASIDE ANY OF THE PROVISIONS OF THE TECHNICAL PROVISIONS OF THE BUILDING CODE, NOR SHALL ISSUANCE OF A PERMIT PREVENT THE BUILDING OFFICIAL FROM THEREAFTER REQUIRING A CORRECTION OF ERRORS IN PLANS, CONSTRUCTION, OR VIOLATIONS OF THE CODE. EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK AUTHORIZED BY SUCH PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. FAILURE TO OBTAIN AN APPROVED INSPECTION WITHIN 180 DAYS OF THE PREVIOUS APPROVED INSPECTION SHALL CONSTITUTE SUSPENSION OR ABANDONMENT. ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH, MAY BE ALLOWED BY THE BUILDING OFFICIAL FOR THE PERMIT, PROVIDED THE EXTENSION IS REQUESTED IN WRITING AND JUSTIFIABLE CAUSE IS DEMONSTRATED PRIOR TO THE EXPIRATION DATE. THE BUILDING OFFICIAL SHALL RECORD THE EXTENSION OF TIME GRANTED.

(CODE 1988, § 6-93; ORD. NO. 02-04, § 2, 3-28-02)

SEC. 18-91.5. – WORK STARTING BEFORE PERMIT ISSUANCE.

UPON APPROVAL OF THE BUILDING OFFICIAL AND AFTER THE ISSUANCE OF A PERMIT, THE CERTAIN SITE DEVELOPMENT WORK OR FOUNDATION WORK AS DELINEATED IN THE BUILDING PERMIT APPLICATION AND PLANS MAY BE STARTED PRIOR TO THE FINAL APPROVAL AND ISSUANCE OF THE GENERAL PROJECT PERMIT PROVIDED ANY WORK COMPLETED IS ENTIRELY AT RISK OF THE PERMIT APPLICANT, AND THE WORK DOES NOT PROCEED PAST THE FIRST REQUIRED INSPECTION. ANY PERSON WHO COMMENCES ANY WORK ON A BUILDING, STRUCTURE, ELECTRICAL, GAS, MECHANICAL OR PLUMBING SYSTEM BEFORE OBTAINING THE BUILDING OFFICIAL'S APPROVAL OR THE NECESSARY PERMITS SHALL BE SUBJECT TO A PENALTY OF TRIPLE THE BASIC PERMIT FEE. THIS PROVISION DOES NOT APPLY IF THE BUILDING OFFICIAL DETERMINES THAT DUE TO EMERGENCY WORK A DELAY WOULD CLEARLY HAVE PLACED LIFE OR PROPERTY IN IMMINENT DANGER THE PAYMENT OF A TRIPLE FEE SHALL NOT PRECLUDE OR BE DEEMED A SUBSTITUTE FOR PROSECUTION FOR COMMENCING WORK WITHOUT FIRST OBTAINING A PERMIT. THE BUILDING OFFICIAL MAY GRANT EXTENSIONS OF TIME OR WAIVE FEES WHEN JUSTIFIABLE CAUSE HAS BEEN DEMONSTRATED IN WRITING.

(ORD. NO. 02-04, § 2, 3-28-02)

THE CODE ENFORCEMENT BOARD CAN LEVY FINES UP TO \$250.00 PER DAY PER VIOLATION.

IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CODE ENFORCEMENT BOARD EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,



CHRISTOPHER GONZALEZ
CODE COMPLIANCE SUPERVISOR



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE # **24-545**

RESPONDENT(S):

FARIAS HILDA

SENT VIA CERTIFIED MAIL RECEIPT #:

7021 2720 0001 8691 3227

AND

HAND DELIVERY – OCTOBER 21, 2024

MAILING ADDRESS:

344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

RE:

CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION:

**243 FLORIDA AVE
WINTER GARDEN, FL 34787**

PARCEL ID #:

23-22-27-7948-06-090

DEAR PROPERTY OWNER(S):

IF THE VIOLATION(S) IS/ARE NOT REMEDIED BY THE DEADLINE STATED IN THE NOTICE OF VIOLATION, A HEARING WILL BE CALLED BEFORE THE CODE ENFORCEMENT BOARD OF THE CITY OF WINTER GARDEN AT THE DATE, TIME, AND PLACE SHOWN BELOW:

VIOLATION(S):

- (1) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91 – REQUIRED.
- (2) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91.5 – WORK STARTING BEFORE PERMIT ISSUANCE.

PLACE OF HEARING:

**CITY OF WINTER GARDEN, CITY HALL COMMISSION CHAMBERS
300 WEST PLANT STREET, WINTER GARDEN, FL 34787**

DATE AND TIME OF HEARING:

TUESDAY, NOVEMBER 5, 2024 AT 6:15 PM

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S)

SEC. 18-91. – REQUIRED.

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(CODE 1988, § 6-93; ORD. NO. 02-04, § 2, 3-28-02)

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(ORD. NO. 02-04, § 2, 3-28-02)

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

YOU WILL NEED TO OBTAIN A RECORD OF THE PROCEEDINGS. YOU WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE, UPON WHICH, YOUR APPEAL IS TO BE BASED.

TO AVOID HAVING THIS CODE ENFORCEMENT CASE SET FOR HEARING, ALL LISTED VIOLATION(S) ON THIS NOTICE OF VIOLATION/NOTICE OF HEARING LETTER MUST BE IN COMPLIANCE PRIOR TO THE DEADLINE DATE ESTABLISHED. UPON COMPLETING THE CORRECTIVE ACTION(S) REQUIRED, IT IS YOUR RESPONSIBILITY TO CONTACT ME AND ARRANGE FOR AN INSPECTION TO VERIFY COMPLIANCE.

THE CODE ENFORCEMENT BOARD CAN LEVY FINES UP TO \$250.00 PER DAY PER VIOLATION.

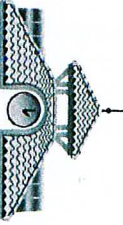
IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CODE ENFORCEMENT BOARD EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,



CHRISTOPHER GONZALEZ
CODE COMPLIANCE SUPERVISOR

24-545 NOV/NOV



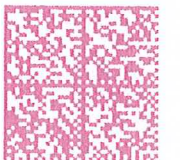
CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

CERTIFIED MAIL®



7021 2720 0001 8691 3227

FIRST-CLASS



US POSTAGE®
ZIP 34787
02 7H
0006168044
\$ 009.64⁰
OCT. 21 2024

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

24-545 NOV/NOV

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787



9590 9402 6269 0274 5282 25

2. Article Number (Transfer from service label)

7021 2720 0001 8691 3227

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

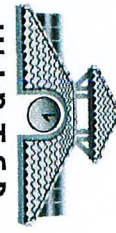
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Registered Mail

Registered Mail Restricted Delivery

Domestic Return Receipt

24-545 NOV/NOV



**WINTER
GARDEN**

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

24-545 NOV/NOV



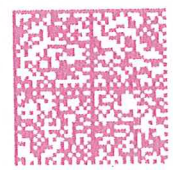
**WINTER
GARDEN**

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

**HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787**

**HAND DELIVERY
243 FLORIDA AVE
WINTER GARDEN, FL 34787**

FIRST-CLASS



US POSTAGE IMMEDIATE **PITNEY BOWES**
ZIP 34787 \$ **000.69**
02 7H
0006168044 OCT 21 2024

If you own and occupy property as your primary residence as of January 1, 2025, you may qualify for an exemption. The deadline to file a 2025 exemption application is March 1, 2025.

[Click Here To Apply for Homestead and Other Exemptions Online](#)

Print Date: 10/21/2024 System Refresh Date: 10/20/2024

243 Florida Ave 23-22-27-7948-06-090

Name(s):

FARIAS HILDA

Physical Street Address:

243 Florida Ave

Property Use:

0100 - Single Family

Mailing Address On File:

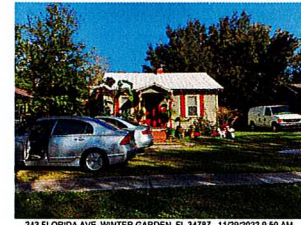
344 Pennsylvania Ave
Winter Garden, FL 34787-3648
[Incorrect Mailing Address?](#)

Postal City and Zip:

Winter Garden, FL 34787

Municipality:

Winter Garden



243 FLORIDA AVE, WINTER GARDEN, FL 34787 11/29/2022 9:59 AM

[Upload Photos](#)

[View 2024 Property Record Card](#)

i [PROPERTY FEATURES](#)

\$ [VALUES, EXEMPTIONS AND TAXES](#)

SALES

MARKET STATS

LOCATION

Parcel Sales History (Click the Instrument # link to view Deeds and Ownership Information on Comptroller's site)

Sale Date	Sale Amt	Instrument #	Book/Page	Seller(s)	Buyer(s)	Deed Code	Vac/Imp Code
08/20/2024	\$137,500	20240496794	/	Micaworks LLC	Farias Hilda	Warranty Deed	Improved
08/28/2014	\$100	20140441808	10797/8912	Brown Michael P Price-Brown Candace R	Micaworks LLC	Warranty Deed / Multiple Parcels	Improved
09/07/2005	\$44,700	20050653616	08213/4524	McNatt Joseph L	Brown Michael P Price-Brown Candace R	Warranty Deed / Multiple Parcels	Improved

«« « 1 » »»

Page 1 of 1 (Total Records: 3)

Similar Sales within the last year

Image	Map	Property Address	Sale Date	Sale Amt	\$/SqFt	Deed Code	Beds/Baths	Instrument #	Book/Page
		243 Florida Ave	08/20/2024	\$137,500	\$205	Warranty Deed	2/1	20240496794	/
		211 Peni						20240301413	/

«« « 1 » »»

Page 1 of 1 (Total Records: 2)

7021 2720 0001 8691 3227

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Street and Apt. No., or PO Box No. City, State, ZIP+4®	HILDA FARIAS 344 PENNSYLVANIA AVE WINTER GARDEN, FL 34787

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.877.5144
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

AFFIDAVIT OF HAND DELIVERY/POSTING

CITY OF WINTER GARDEN CODE ENFORCEMENT

WINTER GARDEN CODE ENFORCEMENT CASE: **24-545**

STATE OF FLORIDA}
COUNTY OF ORANGE} SS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **CHRISTOPHER GONZALEZ**, CODE ENFORCEMENT INSPECTOR FOR THE CITY OF WINTER GARDEN, WHO, AFTER BEING DULY SWORN, DEPOSES AND SAYS:

1. THAT HE IS AN EMPLOYEE WITH THE CITY OF WINTER GARDEN, FLORIDA, AND;
2. THAT HE HAND DELIVERED A COPY OF THE FOLLOWING DOCUMENT:

- ☒ NOTICE OF VIOLATION
- ☒ NOTICE OF HEARING

ON THE FOLLOWING PROPERTY(S) AT **243 FLORIDA AVE WINTER GARDEN, FL 34787** ON **21, OCTOBER, 2024.**

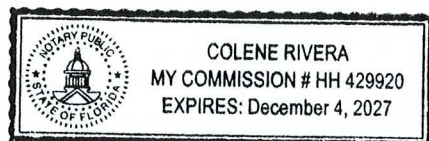
3. THAT A COPY OF THE DOCUMENT(S) DELIVERED IS/ ARE ATTACHED TO THIS AFFIDAVIT.

 FURTHER AFFIANT SAYETH NOT.

DATED THIS 21ST DAY OF OCTOBER, 2024

CHRISTOPHER GONZALEZ, CODE ENFORCEMENT SUPERVISOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21ST DAY OF OCTOBER, 2024 BY CHRISTOPHER GONZALEZ, WHO IS PERSONALLY KNOWN TO ME.



NOTARY PUBLIC: COLENE RIVERA
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: DECEMBER 4, 2027

AFFIDAVIT OF HAND DELIVERY

CITY OF WINTER GARDEN

BUILDING DEPARTMENT

STOP WORK ORDER

ALL WORK SUSPENDED UNTIL FURTHER NOTICE

Permit: Not applied for. Date: 10/04/2024 Address: 243 Florida Ave

Reason: Work started without permit application/approval.

2023 Florida Building Code, Building, 8th Edition 105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

Winter Garden Municode Sec. 98-199.

Upon notice from a code inspector, building official, or his or her designee, work on any structure or property that is being done contrary to the provisions of this article shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property or to his or her agent or to the person conducting such improper work and shall state the particular code provision or standard such work violates and the conditions under which work may be resumed. Failure to comply with the terms and conditions of a stop work order issued pursuant to this section shall constitute a violation of this article, subject to enforcement pursuant to section 98-198. Issuance of a stop work order shall not absolve the property owner, his or her agent, or the person conducting the improper work from complying with the demolition by neglect provisions of section 98-194(5).

Items needed to correct the issues include:

A scope of work & a Florida Design Professional sealed set of plans (if structural changes are to be made) are needed for the building, mechanical, plumbing, electrical & gas work being performed on the house. An inspection report from a Florida Design Professional for any work covered prior to inspection (FBC104.11.2) or complete removal of covered work (FBC 110.1) will be required. Florida product approval numbers for all structural products and permits applied for and approved for all types of work performed per FBC 105.1

Building Inspector: Jimmy Appoloney (407) 656-4111

Do not remove without the Building Official's Permission



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111

F: 407.656.0839

WWW.WINTERGARDEN-FL.GOV

NOTICE OF VIOLATION

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE # **24-545**

PROPERTY OWNER(S) NAME: **FARIAS HILDA**

MAILING ADDRESSES: 344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

SENT VIA CERTIFIED MAIL RECEIPT #:

7021 2720 0001 8691 3227

AND

HAND DELIVERY – OCTOBER 21, 2024

RE: CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION: **243 FLORIDA AVE**
WINTER GARDEN, FL 34787

PARCEL ID #: **23-22-27-7948-06-090**

DEAR PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY REVEALED VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE WINTER GARDEN CODE OF ORDINANCES:

VIOLATION(S):

- (1) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91 – REQUIRED.
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CORRECTIVE ACTION(S):

- 1. IMMEDIATELY OBTAIN BUILDING PERMIT(S) FOR ANY/ALL WORK DONE ON PROPERTY AS CITED ON STOP WORK ORDER.**
- 2. IMMEDIATELY SEIZE ANY/ALL WORK DONE THAT REQUIRES A BUILDING PERMIT AS CITED ON THE STOP WORK ORDER.**

DEADLINE FOR COMPLIANCE: **NOVEMBER 4, 2024**

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S):

SEC. 18-91. – REQUIRED.

NO BUILDING OR STRUCTURE SHALL BE ERECTED, MOVED, ADDED TO OR STRUCTURALLY ALTERED WITHOUT A PERMIT ISSUED BY THE BUILDING OFFICIAL. ALL APPLICATIONS FOR BUILDING PERMITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

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24-545

UNLESS UPON WRITTEN ORDER FROM THE PLANNING AND ZONING BOARD, NO BUILDING PERMIT SHALL BE ISSUED EXCEPT IN COMPLETE CONFORMITY WITH THIS ARTICLE.

A PERMIT ISSUED SHALL BE CONSTRUED TO BE A LICENSE TO PROCEED WITH THE WORK AND NOT AS AUTHORITY TO VIOLATE, CANCEL, ALTER OR SET ASIDE ANY OF THE PROVISIONS OF THE TECHNICAL PROVISIONS OF THE BUILDING CODE, NOR SHALL ISSUANCE OF A PERMIT PREVENT THE BUILDING OFFICIAL FROM THEREAFTER REQUIRING A CORRECTION OF ERRORS IN PLANS, CONSTRUCTION, OR VIOLATIONS OF THE CODE. EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK AUTHORIZED BY SUCH PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. FAILURE TO OBTAIN AN APPROVED INSPECTION WITHIN 180 DAYS OF THE PREVIOUS APPROVED INSPECTION SHALL CONSTITUTE SUSPENSION OR ABANDONMENT. ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH, MAY BE ALLOWED BY THE BUILDING OFFICIAL FOR THE PERMIT, PROVIDED THE EXTENSION IS REQUESTED IN WRITING AND JUSTIFIABLE CAUSE IS DEMONSTRATED PRIOR TO THE EXPIRATION DATE. THE BUILDING OFFICIAL SHALL RECORD THE EXTENSION OF TIME GRANTED.

(CODE 1988, § 6-93; ORD. No. 02-04, § 2, 3-28-02)

SEC. 18-91.5. – WORK STARTING BEFORE PERMIT ISSUANCE.

UPON APPROVAL OF THE BUILDING OFFICIAL AND AFTER THE ISSUANCE OF A PERMIT, THE CERTAIN SITE DEVELOPMENT WORK OR FOUNDATION WORK AS DELINEATED IN THE BUILDING PERMIT APPLICATION AND PLANS MAY BE STARTED PRIOR TO THE FINAL APPROVAL AND ISSUANCE OF THE GENERAL PROJECT PERMIT PROVIDED ANY WORK COMPLETED IS ENTIRELY AT RISK OF THE PERMIT APPLICANT, AND THE WORK DOES NOT PROCEED PAST THE FIRST REQUIRED INSPECTION. ANY PERSON WHO COMMENCES ANY WORK ON A BUILDING, STRUCTURE, ELECTRICAL, GAS, MECHANICAL OR PLUMBING SYSTEM BEFORE OBTAINING THE BUILDING OFFICIAL'S APPROVAL OR THE NECESSARY PERMITS SHALL BE SUBJECT TO A PENALTY OF TRIPLE THE BASIC PERMIT FEE. THIS PROVISION DOES NOT APPLY IF THE BUILDING OFFICIAL DETERMINES THAT DUE TO EMERGENCY WORK A DELAY WOULD CLEARLY HAVE PLACED LIFE OR PROPERTY IN IMMINENT DANGER THE PAYMENT OF A TRIPLE FEE SHALL NOT PRECLUDE OR BE DEEMED A SUBSTITUTE FOR PROSECUTION FOR COMMENCING WORK WITHOUT FIRST OBTAINING A PERMIT. THE BUILDING OFFICIAL MAY GRANT EXTENSIONS OF TIME OR WAIVE FEES WHEN JUSTIFIABLE CAUSE HAS BEEN DEMONSTRATED IN WRITING.

(ORD. No. 02-04, § 2, 3-28-02)

THE CODE ENFORCEMENT BOARD CAN LEVY FINES UP TO \$250.00 PER DAY PER VIOLATION.

IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CODE ENFORCEMENT BOARD EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,



CHRISTOPHER GONZALEZ
CODE COMPLIANCE SUPERVISOR



CITY OF WINTER GARDEN
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FL 34787

P: 407.656.4111
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE # **24-545**

RESPONDENT(S):

FARIAS HILDA

SENT VIA CERTIFIED MAIL RECEIPT #:

7021 2720 0001 8691 3227

AND

HAND DELIVERY – OCTOBER 21, 2024

MAILING ADDRESS:

344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

RE:

CITY OF WINTER GARDEN CODE ENFORCEMENT

LOCATION:

**243 FLORIDA AVE
WINTER GARDEN, FL 34787**

PARCEL ID #:

23-22-27-7948-06-090

DEAR PROPERTY OWNER(S):

IF THE VIOLATION(S) IS/ARE NOT REMEDIED BY THE DEADLINE STATED IN THE NOTICE OF VIOLATION, A HEARING WILL BE CALLED BEFORE THE CODE ENFORCEMENT BOARD OF THE CITY OF WINTER GARDEN AT THE DATE, TIME, AND PLACE SHOWN BELOW:

VIOLATION(S):

- (1) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91 – REQUIRED.
- (2) CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II. – IN GENERAL; DIVISION 3. BUILDING PERMIT; SEC. 18-91.5 – WORK STARTING BEFORE PERMIT ISSUANCE.

PLACE OF HEARING:

**CITY OF WINTER GARDEN, CITY HALL COMMISSION CHAMBERS
300 WEST PLANT STREET, WINTER GARDEN, FL 34787**

DATE AND TIME OF HEARING:

TUESDAY, NOVEMBER 5, 2024 AT 6:15 PM

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

WINTER GARDEN CODE OF ORDINANCE EXCERPT(S)

SEC. 18-91. – REQUIRED.

NO BUILDING OR STRUCTURE SHALL BE ERECTED, MOVED, ADDED TO OR STRUCTURALLY ALTERED WITHOUT A PERMIT ISSUED BY THE BUILDING OFFICIAL. ALL APPLICATIONS FOR BUILDING PERMITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE. UNLESS UPON WRITTEN ORDER FROM THE PLANNING AND ZONING BOARD, NO BUILDING PERMIT SHALL BE ISSUED EXCEPT IN COMPLETE CONFORMITY WITH THIS ARTICLE.

A PERMIT ISSUED SHALL BE CONSTRUED TO BE A LICENSE TO PROCEED WITH THE WORK AND NOT AS AUTHORITY TO VIOLATE, CANCEL, ALTER OR SET ASIDE ANY OF THE PROVISIONS OF THE TECHNICAL PROVISIONS OF THE BUILDING CODE, NOR SHALL ISSUANCE OF A PERMIT PREVENT THE BUILDING OFFICIAL FROM THEREAFTER REQUIRING A CORRECTION OF ERRORS IN PLANS, CONSTRUCTION, OR VIOLATIONS OF THE CODE. EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK AUTHORIZED BY SUCH PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. FAILURE TO OBTAIN AN APPROVED INSPECTION WITHIN 180 DAYS OF THE PREVIOUS APPROVED INSPECTION SHALL CONSTITUTE SUSPENSION OR ABANDONMENT. ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH, MAY BE ALLOWED BY THE BUILDING OFFICIAL FOR THE PERMIT, PROVIDED THE EXTENSION IS REQUESTED IN WRITING AND JUSTIFIABLE CAUSE IS DEMONSTRATED PRIOR TO THE EXPIRATION DATE. THE BUILDING OFFICIAL SHALL RECORD THE EXTENSION OF TIME GRANTED.

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(ORD. NO. 02-04, § 2, 3-28-02)

NOTICE OF HEARING

DATE ISSUED: **OCTOBER 21, 2024**

WINTER GARDEN CODE ENFORCEMENT CASE#:

24-545

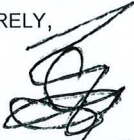
YOU WILL NEED TO OBTAIN A RECORD OF THE PROCEEDINGS. YOU WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE, UPON WHICH, YOUR APPEAL IS TO BE BASED.

TO AVOID HAVING THIS CODE ENFORCEMENT CASE SET FOR HEARING, ALL LISTED VIOLATION(S) ON THIS NOTICE OF VIOLATION/NOTICE OF HEARING LETTER MUST BE IN COMPLIANCE PRIOR TO THE DEADLINE DATE ESTABLISHED. UPON COMPLETING THE CORRECTIVE ACTION(S) REQUIRED, IT IS YOUR RESPONSIBILITY TO CONTACT ME AND ARRANGE FOR AN INSPECTION TO VERIFY COMPLIANCE.

THE CODE ENFORCEMENT BOARD CAN LEVY FINES UP TO \$250.00 PER DAY PER VIOLATION.

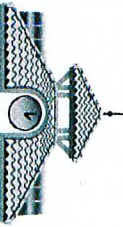
IF THE VIOLATION IS CORRECTED AND THEN RECURS, OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME SPECIFIED BY THE CODE INSPECTOR, THE CASE MAY BE PRESENTED TO THE CODE ENFORCEMENT BOARD EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE BOARD HEARING. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT 407-877-5413.

SINCERELY,



CHRISTOPHER GONZALEZ
CODE COMPLIANCE SUPERVISOR

24-545 NOV/NOV



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

CERTIFIED MAIL®



7021 2720 0001 8691 3227

FIRST-CLASS



US POSTAGE
MPTNEY BOWES
ZIP 34787
02 7H
0006168044
\$ 009.64
OCT 21 2024

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

24-545 NOV/NOV

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787



9590 9402 6269 0274 5282 25

2. Article Number (Transfer from service label)

7021 2720 0001 8691 3227

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

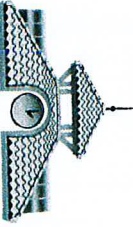
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

red Mail Restricted Delivery

at \$500)

Domestic Return Receipt

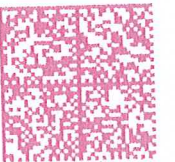
24-545 NOV/NOV



**WINTER
GARDEN**

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

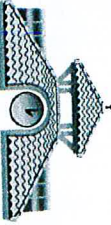
FIRST-CLASS



US POSTAGETM PITNEY BOWES
ZIP 34787 \$ 000.69⁰
02 74 00061 68044 OCT 21 2024

**HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787**

24-545 NOV/NOV



**WINTER
GARDEN**

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

**HAND DELIVERY
243 FLORIDA AVE
WINTER GARDEN, FL 34787**

If you own and occupy property as your primary residence as of January 1, 2025, you may qualify for an exemption. The deadline to file a 2025 exemption application is March 1, 2025.

[Click Here To Apply for Homestead and Other Exemptions Online](#)

Print Date: 10/21/2024 System Refresh Date: 10/20/2024

243 Florida Ave 23-22-27-7948-06-090

Name(s):

FARIAS HILDA

Physical Street Address:

243 Florida Ave

Property Use:

0100 - Single Family

Mailing Address On File:

344 Pennsylvania Ave
Winter Garden, FL 34787-3648

Postal City and Zip:

Winter Garden, FL 34787

Municipality:

Winter Garden

[Incorrect Mailing Address?](#)



243 FLORIDA AVE, WINTER GARDEN, FL 34787 11/29/2022 9:59 AM

[Upload Photos](#)

[View 2024 Property Record Card](#)

i [PROPERTY FEATURES](#)

\$ [VALUES, EXEMPTIONS AND TAXES](#)

SALES

MARKET STATS

LOCATION

[Parcel Sales History](#) (Click the Instrument # link to view Deeds and Ownership Information on Comptroller's site)

Sale Date	Sale Amt	Instrument #	Book/Page	Seller(s)	Buyer(s)	Deed Code	Vac/Imp Code
08/20/2024	\$137,500	20240496794	/	Micaworks LLC	Farias Hilda	Warranty Deed	Improved
08/28/2014	\$100	20140441808	10797/8912	Brown Michael P Price-Brown Candace R	Micaworks LLC	Warranty Deed / Multiple Parcels	Improved
09/07/2005	\$44,700	20050653616	08213/4524	McNatt Joseph L	Brown Michael P Price-Brown Candace R	Warranty Deed / Multiple Parcels	Improved

« « 1 » »

Page 1 of 1 (Total Records: 3)

[Similar Sales within the last year](#)

Image	Map	Property Address	Sale Date	Sale Amt	\$/SqFt	Deed Code	Beds/Baths	Instrument #	Book/Page
		243 Florida Ave	08/20/2024	\$137,500	\$205	Warranty Deed	2/1	20240496794	/
		211 Peni						20240301413	/

« « 1 » »

Page 1 of 1 (Total Records: 2)

7021 2720 0001 8691 3227

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Certified Mail Restricted Delivery

\$

☐ Adult Signature Required

\$

☐ Adult Signature Restricted Delivery

\$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

HILDA FARIAS
344 PENNSYLVANIA AVE
WINTER GARDEN, FL 34787

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.877.5144
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

AFFIDAVIT OF HAND DELIVERY/POSTING

CITY OF WINTER GARDEN CODE ENFORCEMENT

WINTER GARDEN CODE ENFORCEMENT CASE: **24-545**

STATE OF FLORIDA}
COUNTY OF ORANGE} SS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED **CHRISTOPHER GONZALEZ**, CODE ENFORCEMENT INSPECTOR FOR THE CITY OF WINTER GARDEN, WHO, AFTER BEING DULY SWORN, DEPOSES AND SAYS:

1. THAT HE IS AN EMPLOYEE WITH THE CITY OF WINTER GARDEN, FLORIDA, AND;
2. THAT HE HAND DELIVERED A COPY OF THE FOLLOWING DOCUMENT:

- ☒ NOTICE OF VIOLATION
- ☒ NOTICE OF HEARING

ON THE FOLLOWING PROPERTY(S) AT **243 FLORIDA AVE WINTER GARDEN, FL 34787** ON **21, OCTOBER, 2024.**

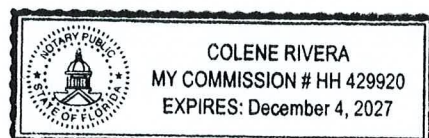
3. THAT A COPY OF THE DOCUMENT(S) DELIVERED IS/ ARE ATTACHED TO THIS AFFIDAVIT.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 21ST DAY OF OCTOBER, 2024

CHRISTOPHER GONZALEZ, CODE ENFORCEMENT SUPERVISOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21ST DAY OF OCTOBER, 2024 BY CHRISTOPHER GONZALEZ, WHO IS PERSONALLY KNOWN TO ME.



NOTARY PUBLIC: COLENE RIVERA
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: DECEMBER 4, 2027

AFFIDAVIT OF HAND DELIVERY

CITY OF WINTER GARDEN

BUILDING DEPARTMENT

STOP WORK ORDER

ALL WORK SUSPENDED UNTIL FURTHER NOTICE

Permit: Not applied for. Date: 10/04/2024 Address: 243 Florida Ave

Reason: Work started without permit application/approval.

2023 Florida Building Code, Building, 8th Edition 105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

Winter Garden Municode Sec. 98-199.

Upon notice from a code inspector, building official, or his or her designee, work on any structure or property that is being done contrary to the provisions of this article shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property or to his or her agent or to the person conducting such improper work and shall state the particular code provision or standard such work violates and the conditions under which work may be resumed. Failure to comply with the terms and conditions of a stop work order issued pursuant to this section shall constitute a violation of this article, subject to enforcement pursuant to section 98-198. Issuance of a stop work order shall not absolve the property owner, his or her agent, or the person conducting the improper work from complying with the demolition by neglect provisions of section 98-194(5).

Items needed to correct the issues include:

A scope of work & a Florida Design Professional sealed set of plans (if structural changes are to be made) are needed for the building, mechanical, plumbing, electrical & gas work being performed on the house. An inspection report from a Florida Design Professional for any work covered prior to inspection (FBC104.11.2) or complete removal of covered work (FBC 110.1) will be required. Florida product approval numbers for all structural products and permits applied for and approved for all types of work performed per FBC 105.1

Building Inspector: Jimmy Appoloney (407) 656-4111

Do not remove without the Building Official's Permission





THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

To: City Commission

Via: Jon C Williams, City Manager

Steve Pash, Asst. City Manager – Administrative Services

From: David Markland, Facilities Operations Manager

Date: July 16, 2026 **Meeting Date:** July 23, 2026

Subject: The City has utilized outsourced janitorial services for many years to maintain various municipal facilities. Following the implementation of updated purchasing guidelines, Request for Proposal (RFP) 26-002 was conducted to ensure compliance with the City's procurement requirements. Requesting contract approval between the city and American Janitorial Incorporated.

Discussion: RFP 26-002 was established to solicit proposals for janitorial and floor care services for event spaces and selected buildings. A selection committee reviewed and scored 9 submitted proposals with American Janitorial being the successful bidder for \$119, 478.84 per year.

Recommended Action:

Based on the written proposal, experience and qualifications, along with their in-person interview. Staff recommends awarding contract to American Janitorial in the amount of \$119,478.84 per year.

Attachments: Internal Memorandum dated July 16, 2026 to City Commission

Contract for Services

Selection committee scoring sheet

**City of Winter Garden
Contract for Services**

This Agreement ("Agreement") is made this July 7, 2026, by and between **CITY OF WINTER GARDEN**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("City") and **AMERICAN JANITORIAL INC.**, located at 87 N Central Avenue, Umatilla, FL 32784 (hereinafter referred to as "Contractor").

City and Contractor promise and agree as follows:

1. Contractor shall furnish all materials, permits, labor, tools, equipment, services, and related items, whether or not specifically mentioned herein, to satisfy the full intent of all work set forth in **Attachment A**, Scope of Work, in accordance with the following general conditions and requirements and the requirements of the Request for Proposal 26-002 that resulted in the award of this Agreement. Contractor represents and warrants that it has the necessary experience, skill, knowledge, equipment, supplies, and personnel to perform the Scope of Work and services hereunder.
2. This Agreement will take effect on the date of its execution by City and will run for a period of three (3) years. At the sole option of City, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The City shall have the right to terminate this Agreement for convenience at any time upon thirty (30) days written notice to the Contractor.
3. Contractor shall be responsible for having available required personnel, and supervisory personnel capable of completing the construction and/or installation as set forth in these specifications.
4. During the performance of work, to the full extent feasible, Contractor shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the work and keep and maintain the job site in an attractive, orderly, and clean condition. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and around the work site as well as all tools, equipment and machinery, and supplies and shall leave the site clean and ready for occupancy and use by City. Upon completing work at each building, unit, or area within a building, Contractor shall promptly remove all of its tools, equipment, machinery, and supplies from said building(s), unit(s), or area(s). Contractor should minimize interruptions to City operations and perform work during the parties' agreed days and times.
5. Contractor shall be responsible for, or back charges for, repairs to finishes incurred by personnel. Any damage done, including but not limited to existing concrete, paint, walls, woodwork, doors, etc., shall be the responsibility of the Contractor.
6. Contractor shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the Contractor to render its Scope of Work or work as described herein. Contractor shall also require all subcontractors to comply by contract with the provisions of this paragraph.
7. Workmanship must be done in a professional manner and meet all codes when applicable. Poor workmanship will not be accepted.
8. Contractor acknowledges and agrees that the City is a Florida municipality and as such the City's public property and the work site(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. Contractor shall not file or record claims of lien or any other liens against any work site(s) or properties owned by the City. Contractor hereby agrees to indemnify, defend and hold the City harmless from all liens filed or asserted by Contractor and its subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor, concerning any services rendered, work, and real property owned by the City arising out of or concerning the work and services, including but not limited to City's attorneys'

fees and litigation costs.

9. Services satisfactorily performed will be compensated on a monthly basis in accordance with the pricing sheet attached hereto as **Attachment A** and the following terms:

- (a) Requests for payment shall be submitted not more often than monthly. Such requests shall be accompanied by a description of services that will itemize the services furnished pursuant to this Agreement and details of any expenses or other costs for which reimbursement is being sought. Payment will be made by City within thirty (30) days of an acceptable request for payment.
- (b) The Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes applies to this Agreement and all payments and disputes regarding payments.
- (c) Reasonable and necessary direct expenses, as authorized by and listed in Attachment A, will be reimbursed at Contractor's actual cost (no allowance for mark-up or surcharge). Documentation of expenses incurred shall be maintained and submitted with requests for payment.

10. The payment of progress payment or final payment by the City does not constitute approval or acceptance of that part of the work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the City, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of this Agreement; (2) failure of the work to comply with the requirements of this Agreement and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or obligations required by this Agreement and its incorporated documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the work; and (5) damages suffered directly or indirectly by the City caused by the Contractor's negligent performance under this Agreement.

11. Contractor **MUST** secure, pay the premiums for, and keep in force until the expiration of the contract and any renewal thereof:

- Comprehensive liability insurance in the minimum amount of one million (\$1,000,000.00) dollars combined single limit for each occurrence of bodily injury and property damage.
- Comprehensive Automobile Liability including owned, hired and non-owned automobile coverages in the minimum amount of \$300,000.00 for each occurrence of bodily injury and property damage.
- Worker's Compensation (Including Employers Liability) as required by State law for all of contractor's employees engaged in work at City of Winter Garden

The Contractor's comprehensive liability insurance policy shall include City of Winter Garden as an additional insured upon request by the City. Such insurance policy shall be primary and non-contributory basis. A certificate of insurance and declaration sheet for the comprehensive liability insurance policy is required to be given to the City within two (2) business days of both parties **signing the contract and before work commences. Contractor shall obtain, provide to the City, and maintain any and all endorsements necessary to bring the required coverages into compliance with, and to satisfy, the insurance requirements of this Agreement.**

The policy of insurance shall include the following statement:

"It is understood and agreed that the Contractor and its insurers shall each notify City of Winter Garden, in writing, thirty (30) days in advance of the

effective date of any alterations in coverage or termination or cancellation of this policy."

The proof of Contractor's coverage MUST be received by City prior to commencement of work. In the event a Contractor is using Subcontractors on the awarded project, all Subcontractors must

have worker's compensation, liability and auto insurance or be covered under the policy of the Contractor. In the event that the awarded Contractor is a small entity, exempt from Worker's Compensation per Florida Statutes, the awarded Contractor will be responsible for any medical fees incurred in case of an accident involving the Subcontractors hired. Any subcontractors or sub-subcontractors exempt from Worker's Compensation coverage shall provide the City with a valid certificate of exemption or waiver evidencing such exemption prior to commencing any work.

12. Contractor agrees to indemnify and hold harmless the City, its representatives, employees, agents, and elected and appointed officials, from all claims, judgments, damages, losses, injuries, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred whether at the trial level or on appeal) arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor, its representatives, employees, agents, subcontractors, and other persons employed or utilized by the Contractor in the performance of any Work rendered under this Agreement. The maximum monetary limit of indemnification provided by the Contractor under this paragraph and other indemnifications contained within this Agreement hereunder is two million dollars (\$2,000,000.00) per occurrence, which the City and the Contractor agree bears a commercially reasonable relationship to this Agreement and the Work.
13. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delay, impacts, utility conflicts, acceleration, disruption, resequencing, and interruptions described in this paragraph or any other delays shall be assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Contractor's sole remedy for any delay, impact, acceleration, resequencing, disruption, or interruption caused to the work shall be an equitable extension of the time, and Contractor expressly waives any and all other remedies for any claim for increase in the compensation under this Agreement, damages, expenses, losses, or additional compensation other than those specified above.
14. **IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONTRACTOR OR BY THE CITY UNDER THE AGREEMENT.**
15. Contractor and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the Contractor to its employees.
16. Contractor is responsible for all safety precautions necessary at the job site (wet floor signs, barricades, etc.).

17. Contractor(s) and Subcontractors, if applicable, are responsible for their behavior and professionalism while on the job site and must comply with all City' policies and regulations. Inappropriate dress and conduct will NOT be tolerated. City reserves the right to remove any Contractor or Subcontractor from any work site(s) which, in its sole judgment, feels does not represent and uphold the standards of City. The opinion of City shall be final.

Contractor may use properly licensed and qualified Subcontractors on the job site and must provide a written list of Subcontractor(s) to City, prior to commencement of work. Contractor is required to provide a US Taxpayer Identification Number (TIN), (a social security number or an employer identification number), on Form W-9 (US Persons), or the W-8 forms (Foreign Nationals).

City shall NOT, unless otherwise indicated in this document, provide a storage site for materials, supplies and tools. The awarded Contractor shall be responsible for transporting such items to and from the job site on a daily basis.

18. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
19. If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. City and the Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement.
20. Contractor shall not assign this Agreement in whole or in part, without the express written consent of City.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
22. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

23. Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.
24. City shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended; and shall consider same to constitute a material breach of this Agreement. Moreover, Contractor by execution of this Agreement commits to use E-Verify to insure that all new hires and all employees (existing and new) who shall perform work under this Agreement are authorized to lawfully work in the United States. Contractor acknowledges that its use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the Contractor provides labor under this Agreement and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.
25. Public Records: Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, records in Contractor's possession relating to Project(s) and work performed for the City are subject to inspection and copy pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, deemed confidential, or excepted by applicable law. Contractor shall comply with Chapter 119, Florida Statutes, and specifically with the "Contractor" requirements of Section 119.0701(2)(6), Florida Statutes concerning public records, which statutory requirements are hereby incorporated herein by this reference. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF WINTER GARDEN, ATTN: CITY CLERK, TELEPHONE: 407-656-4111, EMAIL: rmartin@cwgdg.com; 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.**
26. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
27. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
28. Paragraph, section, and subsection headings are for the convenience of the Parties only and are not to be construed as part of this Agreement or utilized for interpretation purposes for this Agreement.
29. Contractor is an independent contractor and neither it nor its employees shall receive any tax withholdings, insurance or benefits from the City. Contractor will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

30. Either party's express or implied waiver or election not to exercise any term, provision, or condition of this Agreement shall not be considered, construed, or interpreted as a waiver of strict compliance with that or any other term, condition, or provision of this Agreement in the future.
31. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be construed as an original agreement, but such counterparts shall together constitute one and the same instrument.
32. City and Contractor each represent that they have both shared and participated in the drafting of this Agreement and that no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute regarding the meaning, intention, or interpretation of this Agreement or any portion thereof.
33. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to herein. Modifications of or amendment to this Agreement shall only be made in writing signed by both Parties.
34. If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, to be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
35. No assignments by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. City and Contractor each bind themselves and their respective successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.
36. The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes. relating to ethics in government. The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5% either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.
37. Incorporation of Attachments. The following attachments are attached to and incorporated in this Agreement by this reference: Attachment A (Scope of Work, General Cleaning Tasks, and Pricing Sheet); Attachment B (Drug-Free Workplace Form); Attachment C (Non-Collusion Affidavit of Prime Respondent); Attachment D (Affidavit of E-Verify Requirements Compliance); Attachment E (Signature Sheet); Attachment F (Public Records Act / Chapter 119 Requirements); Attachment G (Sworn Statement on Public Entity Crimes under Section 287.133(3)(a), Florida Statutes); and Attachment H (Affidavit Regarding the Use of Coercion for Labor and Services under Section 787.06(13), Florida Statutes). In the event of a conflict between the body of this Agreement and any attachment, the body of this Agreement shall control.

38. Contractor's Representations. Contractor represents and warrants to the City, as a material inducement to the City's execution of this Agreement, that: (a) Contractor is duly organized, validly existing, and authorized to transact business in the State of Florida, and the person executing this Agreement on behalf of Contractor has full authority to bind Contractor; (b) Contractor holds, and will maintain throughout the term of this Agreement, all licenses, registrations, certifications, and permits required to perform the work; (c) Contractor has the experience, skill, knowledge, equipment, supplies, personnel, and financial capacity necessary to perform the Work in a professional and workmanlike manner; and (d) all representations, certifications, statements, and information contained in Contractor's response to Request for Proposal No. 26-002 are true and correct as of the date of this Agreement and are incorporated into this Agreement. Contractor acknowledges that the City has materially relied on these representations and warranties, that they are a material inducement to the City's execution of this Agreement, and that any material misrepresentation constitutes a material breach of this Agreement.
39. Scrutinized Companies. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria, as those terms are defined in Sections 287.135 and 215.473, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may terminate this Agreement at its option if Contractor is found to have submitted a false certification, is placed on any of the referenced lists, or is engaged in a boycott of Israel during the term of this Agreement.
40. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Contractor's sworn statement under Section 287.133(3)(a), Florida Statutes, is attached as Attachment G.
41. OSHA Compliance. Contractor shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970, as amended, and all applicable federal, state, and local occupational safety and health standards, rules, and regulations, and shall require the same of each of its subcontractors.
42. Availability of Funds. Notwithstanding any other provision of this Contract to the contrary, the obligations of the City under this Contract are subject to discretionary annual appropriation and the availability of funds lawfully appropriated for its purpose by the City Commission of the City of Winter Garden. When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, this Contract shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty, or obligation of the City.
43. Diversity, Equity, and Inclusion Compliance. Contractor shall comply with Chapter 2026-43, Laws of Florida, including Sections 166.04971 and 287.139, Florida Statutes. Contractor certifies, represents, warrants, and covenants that, during the initial term and any renewal or extension, it will not use City funds, City-authorized funds, or funds received under this Agreement, and will not, in performing the Services or carrying out any duty, activity, or obligation related to this Agreement, directly or indirectly fund, promote, sponsor, support, require, implement, or participate in any diversity, equity, and inclusion program, activity, training, policy, material, or requirement prohibited by applicable law. Contractor shall include this requirement in each of its subcontracts and shall require each subcontractor performing any portion of the Work to comply with the same. A violation of this Section by Contractor or any subcontractor constitutes a material breach of this Agreement.

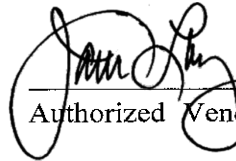
44. Waiver of Claims Upon Acceptance of Final Payment. Contractor's acceptance of final payment under this Agreement constitutes a waiver and release of all claims by Contractor against the City arising out of or relating to this Agreement or the work, except those claims that Contractor has previously submitted to the City in writing and specifically identified as unsettled at the time of final payment.

CITY OF WINTER GARDEN,
a Florida municipal corporation

Authorized Signature

City Manager

Date



Authorized Vendor/Contractor Signature

CEO

Title

7 Jul 2026

Date

Outsourced Janitorial Services Scope of Work

Building, Location, and Scope of Work:

1. Jessie Brock Rec Center- 310 N Dillard Street

Routine Janitorial - 7 days per week (Sunday-Saturday) after working hours or events.

- All main office areas
- Restrooms
- Rec Rooms A, B, C (Stage), Kitchen, Restroom
- Camp Office
- Art Room
- Wellness & Room D
- Hard Floors- VCT Strip and Wax. (6 times a year per JBRC direction)
- Carpet Cleaning by contractor. (Quarterly)

2. Tanner Hall- 29 W. Garden Avenue

Routine Cleaning 6 days a week (Tuesday – Sunday) after working hours or events.

- Open area (Carpet)
- Dance Floor (LVT)
- Lobby Entrance
- Restrooms
- Kitchen
- Flexibility for additional Monday or Tuesday with two-week notice or added on monthly schedule.
- Carpet cleaning by contractor. (Quarterly) Special conditions are due to wood sub- floor.

3. Little Hall- 31 W Garden Avenue

Routine Interior Cleaning 6 days a week (Tuesday – Sunday) after working hours or events.

- Trash Removal
- Restrooms
- Dusting
- Clean horizontal surfaces
- Disinfect Doors, Handles, Switches
- Windowsills
- Hard floor Strip and Wax (Quarterly)

4. Trailer City - 21 E Crest Avenue

Routine Cleaning 5 days a week. Monday - Friday after working hours.

A. Office/ RR/ Mailbox area

- Clean restroom
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Remove trash
- Check for cobwebs
- Vacuum
- Check windows and area for bugs
- Sweep and mop

B. Laundry rooms 1 & 2

- Check for debris and remove trash
- Check for cobwebs
- Sweep and mop floors

C. Shower room building

- Remove trash
- Clean sinks, toilets, showers
- Sweep and mop floors

5. Community Resource Center- 125 Center Street

Routine Cleaning 3 days a week. Monday, Wednesday, and Friday after working hours.

- Clean and disinfect horizontal surface areas
- Sink and countertop
- Restroom
- Replace soap and paper products as needed
- Dust window coverings/sills
- Disinfect door handles, face of doors
- Remove trash
- Vacuum carpet
- Carpet Cleaning performed by CoWG.

6. Waste Water Office- 101 E Crest Avenue

Routine Cleaning 3 days a week Monday, Wednesday, and Friday after working hours.

- Restrooms and shower rooms
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Clean Entrance doors
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

7. Public Services Complex- 880 W Bay Street

Routine Cleaning 5 days a week Monday – Friday after working hours

8. Fleet Offices (manager, supervisor, admin)

- Dust and disinfect horizontal surfaces
- Clean switches, door handles
- Remove trash
- Vacuum

9. Fleet Restrooms

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

10. Public Services Locker & Restrooms

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop

- VCT Strip and Wax (Quarterly)

11. Public Services Office

- Clean open offices and open area including restrooms
- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

12. Public Services Breakroom

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

13. Facilities

- Breakroom, restroom, office
- Clean sink, toilet, urinal, shower
- Replace paper products and soap as needed
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Remove trash
- Sweep and mop breakroom
- Restroom VCT Strip and Wax (Quarterly)

General Cleaning Tasks

Task	Each Clean	Weekly	Monthly	Quarterly
<u>Office Areas</u>				
1. Building Entrance doors both sides	X			
2. Empty all garbage cans, liners can remain if there is no food or liquid.	X			
3. Dust and spot clean all horizontal surfaces below six feet.	X			
4. Disinfect switches and plate covers.	X			
5. Disinfect door handles and spot clean doors and frames as needed.	X			
6. Sweep and mop hard surface Floors.	X			
7. Vacuum carpet in all high traffic areas.	X			
8. Vacuum all carpet areas.		X		
9. Dust window covering and sills		X		
10. Dust air vents, tops of doors, door frames			X	
11. Dust and Clean ceiling corners for cobwebs			X	
12. Dust baseboards, desk sides, chair legs, bases of tables.			X	
12. Interior window cleaning.				X
<u>Break Rooms</u>				
1. Clean Counters & Tables	X			
2. Sinks cleaned	X			
3. Front of cabinets	X			
4. Front and tops of appliances	X			
5. Disinfect switches and Switch plates	X			
6. Replace paper products and soap as needed	X			
7. Trash removal	X			
8. Ensure trash cans are clean		X		
9. Clean lower walls as needed.		X		
10. Sweep and mop floor	X			
11. Interior Window Cleaning				X

Task	Each Clean	Weekly	Monthly	Quarterly
12. Dusting of fixture lenses, air vents Ceiling for cobwebs.			X	
13. Wash and clean inside trash cans		X		
14. Clean and dust Baseboards			X	

Areas with Showers/Restrooms/ Locker Rooms

- Showers may be in some offices
and break areas

1. Clean and disinfect counters, tables/benches	X			
2. Clean sinks/ toilets/ mirrors	X			
3. Replace Urinal Screens as needed	X			
4. Clean showers and fixtures	X			
5. Spot clean area as needed	X			
6. Replace soap & paper products as needed	X			
7. Remove trash and replace can liners	X			
8. Sweep and Mop Floor	X			
9. Deep clean showers (weekly)		X		
10. Clean Partitions		X		
11. Dust and clean baseboards as needed			X	
12. Quarterly Strip and wax if applicable				X

END OF SECTION 5
(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



JANITORIAL SERVICES				
Location	SF	Days Served	Address	Cost Per Month
Jessie Brock Rec Center	13,500	Sunday-Saturday	310 N. Dillard St	\$ 3,665.64
Tanner Hall	7,650	Tuesday-Sunday	29 W. Garden Ave	\$ 1,900.57
Little Hall	1,265	Tuesday-Sunday	31 W Garden Ave	\$ 314.28
Trailer City	2,033	Monday-Friday	21 E. Crest Ave	\$ 458.14
Community Resource Center	850	Monday, Wednesday, Friday	125 Center St	\$ 152.30
Waste Water	3,355	Monday, Wednesday, Friday	101 E. Crest Ave	\$ 601.13
Public Services Fleet Offices	700	Monday-Friday	880 W. Bay St	\$ 157.75
Public Services Fleet Restrooms	75	Monday-Friday	880 W. Bay St	\$ 16.90
Public Services Locker and RR	300	Monday-Friday	880 W. Bay St	\$ 67.61
Public Services Offices	1,486	Monday-Friday	880 W. Bay St	\$ 334.87
Public Services Breakroom	780	Monday-Friday	880 W. Bay St	\$ 175.77
Public Services Facilities	300	Monday-Friday	880 W. Bay St	\$ 67.61
SUBTOTAL				\$ 7,912.55

FLOOR SERVICES				
Location	SF	Service and Frequency	Address	Cost Per Month
Jessie Brock Rec Center	VCT-8397, Carpet-4259	VCT Strip 6/year, Carpet Quarterly	310 N. Dillard St	\$ 1,023.00
Tanner Hall	5326	Carpet Quarterly	29 W. Garden Ave	\$ 320.00
Little Hall	740	Strip/Wax Quarterly	31 W Garden Ave	\$ 75.00
Trailer City			21 E. Crest Ave	\$ -
Community Resource Center			125 Center St	\$ -
Waste Water	3355	Strip/Wax Quarterly	101 E. Crest Ave	\$ 335.00
Public Services Fleet Offices			880 W. Bay St	\$ -
Public Services Fleet Restrooms	75	Strip/Wax Quarterly	880 W. Bay St	\$ 5.00
Public Services Locker and RR	300	Strip/Wax Quarterly	880 W. Bay St	\$ 30.00
Public Services Offices	1,486	Strip/Wax Quarterly	880 W. Bay St	\$ 148.00
Public Services Breakroom	780	Strip/Wax Quarterly	880 W. Bay St	\$ 78.00
Public Services Facilities	300	Strip/Wax Quarterly	880 W. Bay St	\$ 30.00
SUBTOTAL				\$ 2,044.00

GRAND TOTAL COST PER MONTH (JANITORIAL & FLOOR SERVICES)	\$ 9,956.55
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DRUG-FREE WORKPLACE FORM

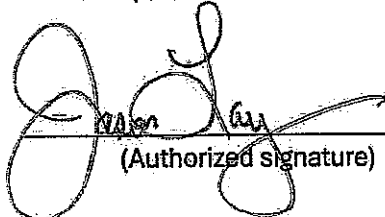
Attachment "B"

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that

American Janitorial, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.


(Authorized signature)

Jason Lay, CEO

4/9/2026

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

Attachment "C"

STATE OF Florida
COUNTY OF Lake, being duly sworn, deposes and says that:

(1) He/she is CEO of American Janitorial, Inc.
Title Firm/Company

the respondent that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Garden, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Jason Lay
(Title) CEO

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 9th day of April, 2026 by,

Jason Lay, who is personally known to me or who has produced as
identification and who did (did not) take an oath.

Heather L. Casavant
(Signature of Notary Public)

Heather L. Casavant (Name of Notary Typed, Printed or Stamped)

HH313808 (Commission Number)



HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

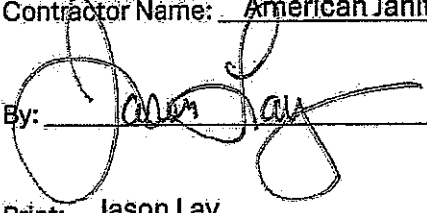
Attachment "D"

I, the duly authorized representative/agent of American Janitorial, Inc. hereinafter referred to as Contractor, by this Affidavit attest to the following:

The Contractor acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Contractor hereby affirms and agrees that Contractor is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Contractor shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Contractor shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Contractor shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the breach.

In accordance with § 837.06, Fla. Stat., Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, Fla. Stat.

Contractor Name: American Janitorial, Inc.

By: 

Title: CEO

Print: Jason Lay

Date: 4/9/2026

SIGNATURE SHEET

Attachment "E"

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: American Janitorial, Inc.

ADDRESS: 87 North Central Ave. Umatilla, FL 32784

TELEPHONE: 352-910-0880 FAX: 352-669-1408

EMAIL: jason.lay@ajiclean.com

ADDENDUM ACKNOWLEDGEMENT

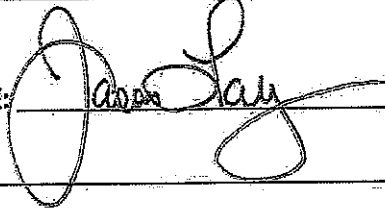
The Vendor shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. 1 Date Issued: 2/10/2026

Addendum No. 2 Date Issued: 2/12/2026

Addendum No. 3 Date Issued: 3/3/2026

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE:  _____

TITLE: CEO

(print/type name as signed above): Jason Lay

DATE: 4/9/2026

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

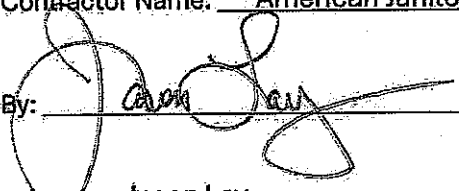
Attachment "F"

Contractor/vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Contractor/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Contractor/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the contractor/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Contractor/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Contractor Name: American Janitorial, Inc.

By: 

Title: CEO

Print: Jason Lay

Date: 4/9/2026

Title: CEO

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a)
Attachment "G"**

1. This sworn statement is submitted by American Janitorial, Inc. (name of entity submitting sworn statement) whose business address is 87 North Central Ave, Umatilla, FL 32784 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0557106. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

My name is Jason Lay and my relationship to the entity named above is:
CEO.

(Please print name of individual signing)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

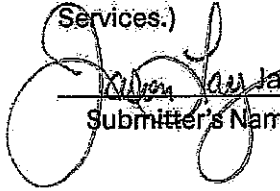
☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ B3) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Jason Lay, CEO
Submitter's Name/Signature

American Janitorial, Inc.
Company

4/9/2026
Date

Affidavit Regarding the Use of Coercion for Labor and Services

Attachment H

Vendor Name: American Janitorial, Inc.

Vendor FEIN: 46-0557106

Vendor's
Authorized
Representative
Name and Title: Jason Lay, CEO

Address: 87 North Central Ave

City: Umatilla State: FL Zip: 32784

Phone Number: 352-910-0880

Email Address: jason.lay@ajiclean.com

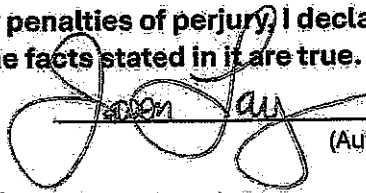
Section 8787.06(13), Florida Statute, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature:

A handwritten signature in black ink, appearing to read "Jason Lay", is written over a horizontal line.

(Authorized Signature)

Print Name and
Title:

Jason Lay, CEO

Date: 4/9/2026

CITY OF WINTER GARDEN

RFP 26-002 JANITORIAL SCORING TOTALS

MEMBER	PROPOSER AND SCORE								
	AJI	AMERICAN	JANI KING	CLN & CLN	SOLID USA	CARLOS L	CLEANING	ECO-BRITE	ALFACLEAN
STEVE	98	95	93	80	32	52	63	16	40
JACKIE	93	92	82	83	72	60	76	82	73
CHRIS	95	94	89	80	64	55	78	82	86
KAMILLA	90	91	90	90	35	56	85	83	88
DAVID	88	74	67	62	8	41	55	44	62
Totals	464	446	421	395	211	264	357	307	349

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: July 13, 2026

Meeting Date: July 23, 2026

Subject: Request to Award RFP 26-003 Construction Services, Fullers Reclaim Jockey Pump and Western Storage Potable Refill Pipe Upgrades to Cathcart Construction Company.

Issue: On June 2, 2026 the City received two (2) responses to the Request for Proposals (RFP 26-003) for Construction Services for The Fullers Reclaim Jockey Pump and Western Storage Potable Refill Pipe Upgrades. Based upon the independent review and scoring by the 4-member City of Winter Garden Employee Panel, Cathcart Construction Company has been selected to perform these construction services.

Recommended Action:

Recommend the City award the construction to Cathcart Construction Company in the amount of \$435,490.00

Attachments:

- Cathcart Construction Company Bid Tabulation

PAY ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$
1	General Conditions	1	LS	\$14,000.00	\$14,000.00
	Fullers Reclaim Jockey Pump				
2	Mobilization	1	LS	19,870.00	19,870.00
3	Furnish and install 30 HP Patterson Pump 3X2 MN Horizontal Split Case	1	EA	\$98,400.00	\$98,400.00
4	Furnish and Install 8" FL Gate Valve	2	EA	\$4,500.00	\$4,500.00
5	Furnish and Install 8"x6" FL Eccentric Reducer	1	EA	\$2,500.00	\$2,500.00
6	Furnish and Install 6"x3" FL Reducer Expansion Joint	1	EA	\$1,800.00	\$1,800.00
7	Furnish and Install 6" FL Adaptor Coupling	1	EA	\$1,750.00	\$1,750.00
8	Furnish and Install 6" FL Spool Piece (length to be field verified)	1	EA	\$2,870.00	\$2,870.00
9	Furnish and Install 3" FL Reducer Expansion Joint	1	EA	\$3,000.00	\$3,000.00
10	Furnish and Install 4"x2" FL Reducer Expansion Joint	1	EA	\$3,200.00	\$3,200.00
11	Furnish and Install 8"x4" FL Eccentric Reducer	1	EA	\$1,900.00	\$1,900.00
12	Furnish and Install 8" FL Check Valve	1	EA	\$7,500.00	\$7,500.00
13	Furnish and Install 8" FL Adaptor Coupling	1	EA	\$1,900.00	\$1,900.00
14	Connect to Existing 8" FL 90° Elbow W/Blind Flange	2	EA	\$2,750.00	\$5,500.00
15	Furnish and Install 1" Tap, Pressure Guage, Handwheel Ball Valve, ARV and Floor Drainpipe	1	EA	\$8,400.00	\$8,400.00
16	Furnish and Install 30HP VFD	1	EA	\$38,640.00	\$38,640.00
17	Electrical/Instrumentation	1	LS	\$44,800.00	\$44,800.00
18	Permits and Allowances	1	LS	\$750.00	\$750.00
	Western Storage and Repump Potable Fill Line				
19	Mobilization	1	LS	\$17,810.00	\$17,810.00
20	Furnish and Install 16"x8" Tapping Sleeve and Valve	1	LS	\$14,600.00	\$14,600.00
21	Furnish and Install 8" MJ 90° Bend	2	EA	\$1,900.00	\$3,800.00
22	Furnish and Install 8" MJ 45° Bend	2	EA	\$1,700.00	\$3,400.00
23	Furnish and Install 8" MJ DI Pipe (to be Field Verified)	25	LF	\$300.00	\$7,500.00
24	Furnish and Install 8" FL DI Pipe (to be Field Verified)	50	LF	\$400.00	\$20,000.00
25	Furnish and Install 8" FL 90° Bend	2	EA	\$2,740.00	\$5,480.00
26	Furnish and Install Pipe Supports & Dome Penetration (By Tank Manufacturer)	1	LS	\$97,120.00	\$97,120.00
	TOTAL				\$435,490.00

NOTES: ANY ITEM SHOWN ON PLANS OR CONTRACT DOCUMENTS NOT SHOWN IN THE ABOVE BID ITEMS IS CONSIDERED INCIDENTAL TO THE ITEMS IN THE BID AND WILL NOT BE PAID FOR SEPARATELY.

ANY ADDITIONAL WORK REQUIRED TO BID OR COMPLETE THE PROJECT IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE AT THE CONTRACTOR'S EXPENSE.

THE QUANTITIES GIVEN ABOVE ARE USED FOR COMPAIRING BIDS AND ARE NOT GUARANTEED TO BE THE EXACT OR TOTAL QUANTITIES REQUIRED FOR THE COMPLETION OF THE WORK SHOWN ON THE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS. INCREASE OR DECREASES MAY BE MADE OVER OR UNDER THE ABOVE QUANTITIES. CONTRACT UNIT PRICES SHALL APPLY TO SUCH INCREASED OR DECREASED QUANTITIES. ALL PAYMENTS FOR UNIT PRICE ITEMS WILL BE BASED ON THE MEASURED IN PLACE QUANTITY.

THE CONTRACTOR AGREES THAT HE WILL MAKE NO CLAIM FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE, ON ACCOUNT OF ANY DIFFERENCE BETWEEN THE AMOUNTS OF WORK ACTUALLY PERFORMED AND MATERIALS ACTUALLY FURNISHED AND THE QUANTITIES SHOWN ABOVE. THE OWNER WILL NOT PAY FOR OR BE RESPONSIBLE FOR UNUSED MATERIALS WHICH MAY HAVE BEEN ORDERED BY THE CONTRACTOR IN ACCORDANCE WITH THE ESTIMATED QUANTITIES ABOVE.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jim Monahan, P.E., City Engineer – Public Services

Via: Jon C Williams, City Manager

Date: July 13, 2026

Meeting Date: July 23, 2026

Subject: Approve a Purchase Order for the Continued use of Thioguard (magnesium hydroxide) for Odor Control at Lift Station 23 and 47.

Issue: The addition of the Thioguard solution raises the pH of the wastewater which keeps Hydrogen Sulfide in a liquid state and therefore reduces odors in the piping system and subsequently the corrosion and odor in the manholes. The use of this chemical is in the current budget. The existing cost is \$4.06/gallon and a mid-year adjustment of 3 percent to \$4.18/gallon.

Recommended Action:

Recommend approving the use of the Thioguard solution for 1 year for an estimated amount of \$400,000.00.

Attachments:

- Thioguard Cost Proposal for previous 1 Year estimated use



September 24, 2025

Jim Monahan, P.E.
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Re: THIOGUARD® Pricing Notice – City of Winter Garden

Dear Mr. Monahan

Premier Magnesia, LLC has experienced increased costs of raw materials, manufacturing, and transportation over the last several years. This has made it necessary for us to make price adjustments to many of our products.

Effective 10/24/2025-10/23/2026, THIOGUARD® pricing for City of Winter Garden will be as follows:
\$4.06 per gallon delivered in light truck load quantities.

Premier Magnesia takes pride in offering the highest quality in magnesia products, including the most consistent and stable magnesium hydroxide commercially available. We strive to offer the best in technical expertise and customer service excellence. We are available to address any concerns you may have and to work with you to assure that you can exceed your wastewater treatment goals. If you have any questions or concerns about these changes or your application, please feel free to contact Randall Hartzoge at 704-617-0738 at your convenience.

We greatly appreciate your continued business.

Best Regards,

Charles Gehret
Contract Administrator
Thioguard® Division
(267) 249-9176
CHGehret@premiermagnesia.com

Premier Magnesia, LLC
75 Giles Place Waynesville, NC 29786

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: July 16, 2026 **Meeting Date:** July 23, 2026

Subject: 530 and 550 EAST CROWN POINT (5.34+/- Acres)

PARCEL ID# – 13-22-27-0895-00-070; and -080

Issue: The applicant is requesting site plan approval for the properties located at 530 and 550 East Crown Point Road.

Discussion:

The applicant is proposing to construct three (3) commercial office/flex warehouse buildings totaling 63,650 square feet. Only two of the buildings are being proposed in this phase (Building B & C) totaling 32,470 sf. The project will also consist of associated site improvements such as parking and landscaping. The proposed project is consistent with the property's PCD zoning district, the City's Comprehensive Plan and the City's Code of Ordinances.

Also being considered is the Traffic Improvements Fair Share Agreement. This agreement covers the fair share amount the applicant will be required to contribute to the improvements on East Crown Point Road.

Recommended Action:

Staff recommends approval of the Site Plan and the Fair Share Agreement.

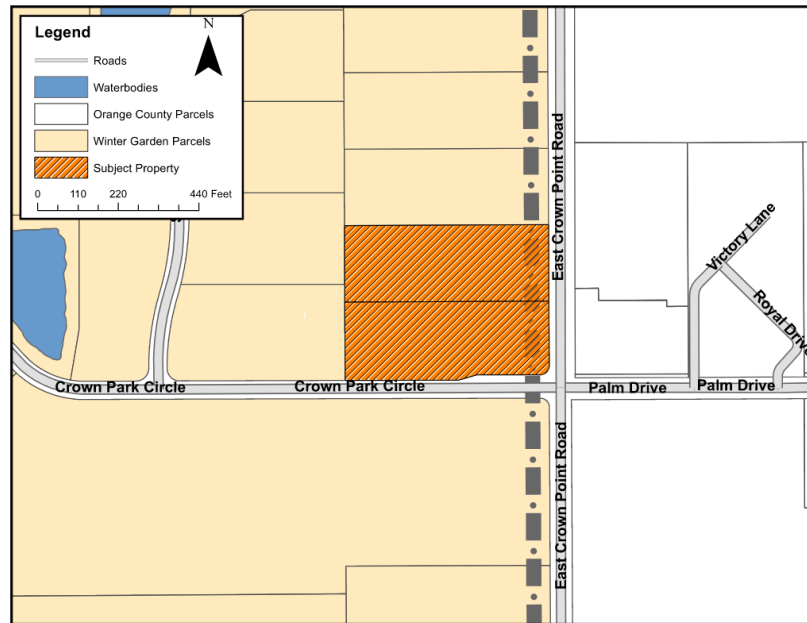
Attachment(s)/References:

Location Map
Staff Report
Construction Plans
Building Elevations
Traffic Improvements Fair Share Agreement

LOCATION MAP

530 and 550 EAST CROWN POINT RD

Site Plan



CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MAY 14, 2026
SUBJECT: REVIEW OF SITE PLAN – 429 @ CROWN POINT - SOUTH
530 & 550 EAST CROWN POINT ROAD – 3rd Review

Pursuant to your request, we have reviewed the revised site plan dated 4/17/26 for compliance with the City's subdivision, stormwater and site requirements. The property included in this project is part of the Britt Business Center North Phase 2 master development and was formerly reviewed for the proposed Solar Bears Hockey Facility, Paradise Grills, a mixed-use development, and most recently a storage facility/headquarters. As part of a multi-phase development with three separate owners, this is the southern two lots, 530 & 550 East Crown Point Road and the first section to be submitted. This comprises 3 one story buildings of 31,180 s.f. and (2) of 16,235 s.f. This was submitted in response to our last site review of 3/13/26 and DRC meeting of 2/11/26 where it was referred to staff review only.

ENGINEERING COMMENTS

We again recommend approval of the site plan, subject to approval by all other departments and the following conditions and comments:

1. The Planning Department shall review and approve proposed uses/zoning, setbacks, parking count, landscaping, buffering, lighting, and signage requirements, including PCD zoning and overall master plan conditions. Maximum impervious surface for PCD zoning is 80%.
2. Platting will be required including possible easement vacations. Plat shall include proposed cross access and other easements as well as vacation of some existing easements. Refer to Section 110 of the City Code for subdivision requirements. Pre-plat approval is required prior to site plan approval if not already approved (currently in review).
3. Informational: Maximum impervious surface for PCD zoning is 80% but must be supported by the St. Johns River Water Management District permit (permit modification acknowledged).
4. General Requirements (as noted):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm (>12") and Sanitary lines (>6") shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
5. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and

sanitary sewer for the entire project frontage. Final plans shall detail all connections including fire protection, reuse water and domestic water supply. All irrigation on the site shall be designed to be supplied by reclaimed water.

6. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Sanitary laterals, fittings, and pipes shall be SDR 26 per City standards. Use City Standard Detail Sheets for utilities and public works.

Based on the plans a 1" potable water meter and 1" irrigation meter are proposed. Based on the above, the utility impact fees are as follows:

1" Potable water meter	1 ea. @ \$2,715.00	=	\$2,715.00
Wastewater for 1" meter	1 ea. @ \$4,418.00	=	\$4,418.00
1" Irrigation meter	1 ea. @ \$2,715.00	=	<u>\$2,715.00</u>
	TOTAL	=	\$9,848.00

(does not include connection/installation fee; fees subject to change after April 1, 2026.)

7. Fire sprinkler systems will be required on all buildings over 6,000 s.f. with Point of Service (POS), backflow prevention, etc. shown. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor. Fire Department review and approval required.
8. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to Code. Any damaged, broken or cracked sections (including existing curbs and pavement) shall be replaced prior to issuance of certificate of occupancy.
9. Permit modification from SJRWMD for stormwater is acknowledged. Permits from FDEP for water and sewer are also acknowledged; FDEP NPDES NOI required as may be applicable.
10. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
11. Streetlighting both internally and on all street frontages (if not existing) is required pursuant to City Code – dark skies lighting is required. Streetlighting plan from Duke Energy shall be provided prior to the pre-con, once the plans are approved. A photometric plan has been provided for Planning Department review.
12. Traffic study (TIA) was submitted for review by the Planning Department. An Agreement to participate in the Traffic Impact Analysis and coordination with the City's Transportation Consultant on proposed improvements to the intersection of East Crown Point Road and Crown Park Circle (i.e. signalization, etc.) will be required. **A proportionate fair share contribution will be determined for the needed improvements.**

PLANNING COMMENTS

13. Note: Signs permitted separately. All signs must follow City Code Chapter 102 – Signs.

STANDARD GENERAL CONDITIONS

14. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
15. All work shall conform to City of Winter Garden standards and specifications.
16. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.

17. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
18. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
19. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
20. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM

CONSTRUCTION PLANS 429 @ CROWN POINT - SOUTH 530-550 EAST CROWN POINT ROAD

OWNER/ APPLICANT: CROWN 429, LLC
P.O. BOX 429
POLK CITY, FLORIDA 33868
PHONE: 407-702-3299
EMAIL: GMBAYER@BOYERBUILDINGCORP.COM

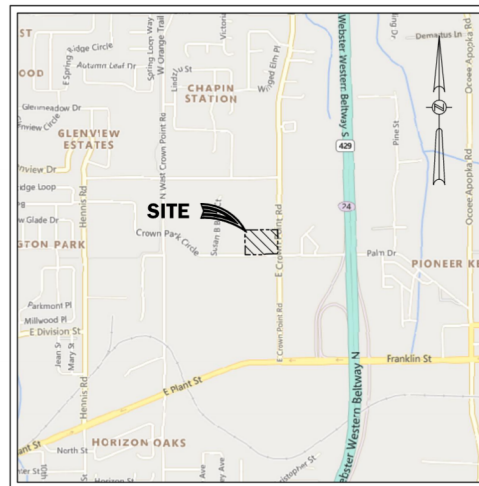
ARCHITECT: ACI STUDIOS
955 N. PENNSYLVANIA AVE.
WINTER PARK, FL 32789
PHONE: 407-740-8405
EMAIL: SWEBBER@ACIARCH.COM

GEOTECHNICAL: TIERRA, INC.
591 SUSAN BRITT COURT
WINTER GARDEN, FL 34787
PHONE: 407-877-1354
EMAIL: JSANSONE@TIERRAENG.COM

SURVEYOR: IRELAND & ASSOCIATES SURVEYING, INC.
800 CURRENCY CIRCLE, SUITE 1020
LAKE MARY, FL 32746
PHONE: 407-678-3366
EMAIL: IRELANDSURVEYING@GMAIL.COM

PARCEL I.D. No. 13-22-27-0895-00-070 & 13-22-27-0895-00-080

SITE VICINITY MAP



SCALE: 1" = 1000'

PROJECT DESCRIPTION:
TO CONSTRUCT (3) - ONE STORY OFFICE/FLEX SPACE BUILDINGS THAT HAVE A TOTAL BUILDING AREA OF 63,624 SQUARE FEET ALONG WITH ASSOCIATED PARKING, STORMWATER, AND UTILITY FACILITIES ON A 5.36 ACRE PARCEL OF LAND IN WINTER GARDEN, FLORIDA.

LEGAL DESCRIPTION:
LOTS 7 & 8, INCLUSIVE, BRITT BUSINESS CENTER NORTH PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGES 110 THROUGH 113, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

NOTES:
1) SIGNS, SCREEN AND RETAINING WALLS REQUIRE A SEPARATE PERMIT FROM THE BUILDING DEPARTMENT.

PLAN INDEX

- C-1 COVER SHEET
- C-2 BOUNDARY AND TOPOGRAPHIC SURVEY
- C-3 LEGEND, NOTES AND SPECIFICATIONS
- C-4 STORMWATER POLLUTION PREVENTION AND DEMOLITION PLAN
- C-5 STORMWATER POLLUTION PREVENTION PLAN (NOTES AND DETAILS)
- C-6 OVERALL SITE PLAN
- C-7 SITE GEOMETRY PLAN
- C-8 SITE PAVING, GRADING AND DRAINAGE PLAN
- C-9 SITE UTILITY PLAN
- C-10 VEHICLE TRACKING
- C-11 CROSS SECTIONS (1 OF 2)
- C-12 CROSS SECTIONS (2 OF 2)
- C-13 SITE CONSTRUCTION DETAILS (1 OF 2)
- C-14 SITE CONSTRUCTION DETAILS (2 OF 2)
- C-15 CITY OF WINTER GARDEN UTILITY SYSTEM NOTES
- C-16 CITY OF WINTER GARDEN POTABLE WATER DETAILS
- C-17 CITY OF WINTER GARDEN WASTEWATER SYSTEM DETAILS
- C-18 CITY OF WINTER GARDEN RECLAIMED WATER SYSTEM DETAILS
- C-19 CITY OF WINTER GARDEN GENERAL NOTES FOR PUBLIC SERVICES
- C-20 CITY OF WINTER GARDEN MISCELLANEOUS DETAILS
- L-1 LANDSCAPE PLAN
- L-2 IRRIGATION PLAN
- A8.10 BUILDING A - COLOR ELEVATION
- A8.10 BUILDING B - COLOR ELEVATION
- A8.10 BUILDING C - COLOR ELEVATION
- E1.2 SITE PLAN - PHOTOMETRICS
- A1.10 TRASH ENCLOSURE PLANS & DETAILS TYPE 1
- A1.11 TRASH ENCLOSURE PLANS & DETAILS TYPE 2

PERMITTING AGENCIES

CITY OF WINTER GARDEN - SITE DEVELOPEMENT PERMIT
SJRWMD - ENVIRONMENTAL RESOURCE PERMIT
FDEP - NPDES NOTICE OF INTENT
FDEP WATER PERMIT
FDEP WASTEWATER PERMIT

UTILITY COMPANIES



WATER, SEWER & RECLAIMED	CITY OF WINTER GARDEN	407-656-4111
ELECTRIC	DUKE ENERGY	407-629-1010
NATURAL GAS	LAKE APOPKA NATURAL GAS DISTRICT	NONE PROVIDED
PHONE/FIBER	AT&T	G27896@ATT.COM
PHONE/FIBER	CENTURYLINK	850-815-3144
PHONE/FIBER	CHARTER COMMUNICATIONS	813-302-0800
PHONE/FIBER	DUKE ENERGY	727-512-6268
PHONE/FIBER	MCI	800-624-9675

PREPARED BY:

THOMAS & HUTTON

THOMAS & HUTTON

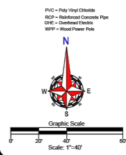
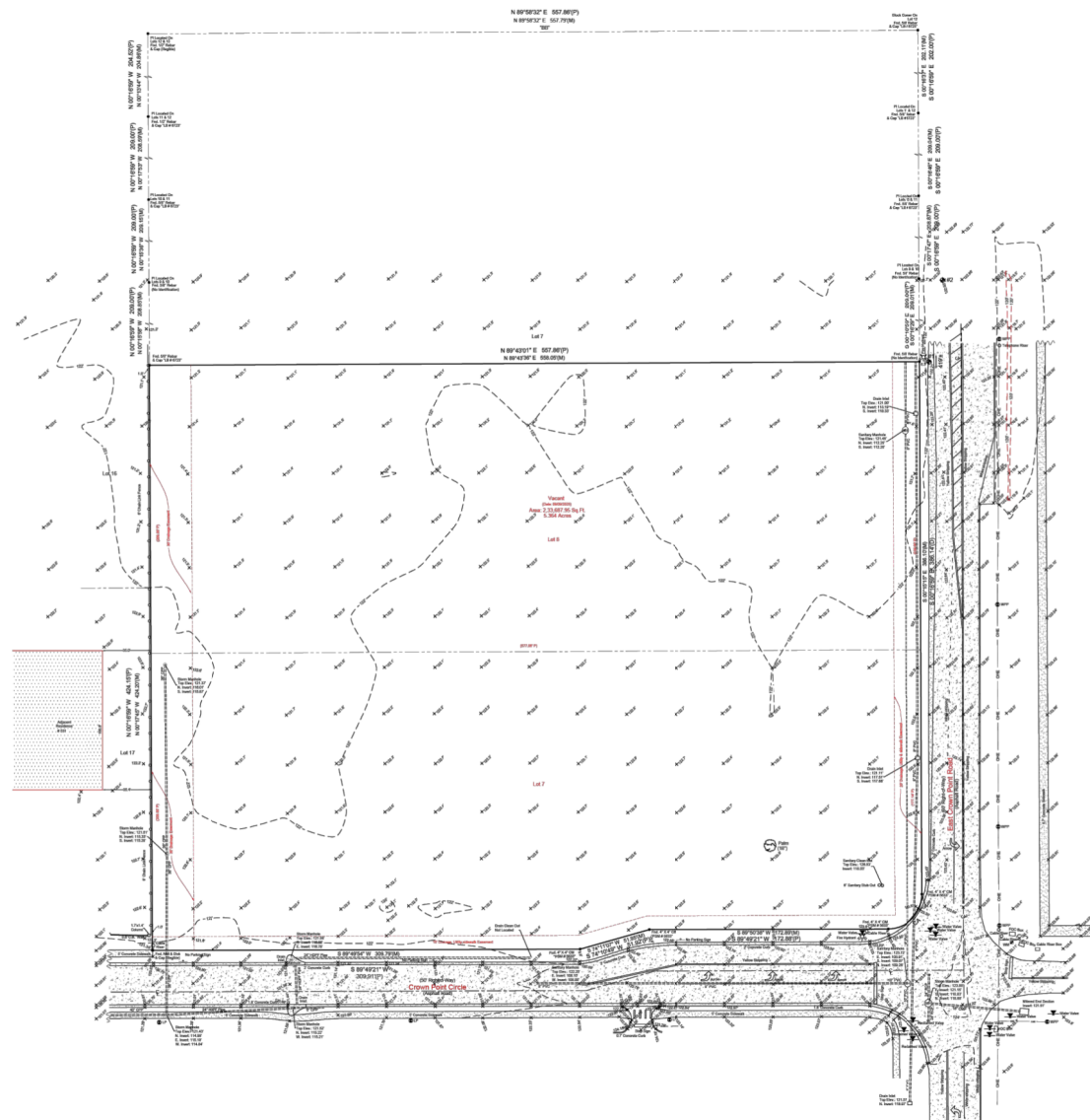
5127 S. Orange Avenue • Suite 200
Orlando, FL 32809
p.407.895.0324
www.thomasandhutton.com

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
GREGORY R. CRAWFORD, P.E.
ON BEHALF OF THE STATE OF
FLORIDA. SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.



23-125 Cover.dwg

Parent Tract / Boundary and topographic survey
Legal Description:
LOT 7 AND 8, BRITT BUSINESS CENTER NORTH PHASE 2, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 86, PAGE 119
THROUGH 113, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
FOR RECORDING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR COUNTY, THE PROPERTY ADDRESS IS 12345 LOCATED IN ZONE A, THIS PROPERTY WAS FORMERLY OWNED BY
COUNTY COMMUNITY NUMBER 12345 (DATE 2015-09-24)
CERTIFIED TO
GARY BOWEN



T&E PROJECT NO.
23-125
SHEET NO.
C-2
SHEET 2 OF 28

Item	Description	Notes
1	Survey of Parent Tract to Establish Subdivided Lots	Survey of Parent Tract to Establish Subdivided Lots
2	Establishment of Subdivided Lots	Establishment of Subdivided Lots
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100	Establishment of Subdivided Lots	Establishment of Subdivided Lots

Irland & Associates Surveying, Inc.
800 Courtney Circle, Suite 1020
Lake Wales, Florida 33853
Phone: 888-888-8888 Fax: 888-888-8888
www.irlandsurveying.com

GENERAL NOTES:

1. THESE GENERAL NOTES APPLY TO ALL WORK IN THIS SET OF DRAWINGS.
2. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THEREIN.
3. THE SPECIFICATIONS, NOTES, AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER AND GUARANTEE CONSTRUCTION. HOWEVER, THE CONTRACTOR SHALL FURNISH & INSTALL THE WORK IN ALL DETAILS AND READY FOR OPERATION.
4. ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED, AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURER'S WRITTEN INSTRUCTIONS.
5. ALL WORK SHALL BE ACCOMPLISHED TO THE HIGHEST QUALITY CRAFTSMANSHIP STANDARDS AS APPROVED BY THE ENGINEER.
6. ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, ORDINANCES AND REGULATIONS.
7. ANY/ALL ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BEGINS.
8. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PERFORM SITE CLEAN-UP OPERATIONS FOR REMOVAL OF ALL TRASH, DEBRIS, EXCESS MATERIAL, AND EQUIPMENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESENT THE PROJECT SITE CLEAN AND IN GOOD ORDER AT THE TIME OF FINAL ACCEPTANCE.
9. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS, AND SPECIFICATIONS OF CITY OF WINTER GARDEN FOR SITE IMPROVEMENT IN THE ABSENCE OF A PARTICULAR REQUIREMENT.
10. FLORIDA LAW (F.S. 553.81) PROHIBITS OPERATION OF UNDERGROUND PIPELINES MANIPULATES THAT NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION IN ANY PUBLIC OR PRIVATE STREET, ALLEY, OR RIGHT-OF-WAY DESIGNATED TO THE PUBLIC USE, OR GAS UTILITY EASEMENT WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF THE PROPOSED EXCAVATION. THIS INCLUDES ANY OPERATION UTILIZING HAND TOOLS OR POWER TOOLS WHICH MOVES OR REMOVES ANY STRUCTURE, EARTH, ROCK, OR OTHER MASS OF MATERIAL BY SUCH METHODS AS DRIVING, BACKFILLING, DEMOLITION, GRADING, CUTTING, DRILLING, BORING, AND CABLE PLACING. THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).
11. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS INCLUDING BUT NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, GAS, AND CABLE TV COMPANIES.
12. ANY DEFERRING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND OWNER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DEFERRING SITE CONDITIONS WILL BE ALLOWED IF CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE ENGINEER AND OWNER.
13. THE CONTRACTOR SHALL FURNISH OWNER WITH ACCURATE RECORD DRAWINGS PREPARED BY A LICENSED PROFESSIONAL SURVEYOR. RECORD DRAWINGS SHALL BE ACCURATE AND SHALL BE THE BASIS FOR ANY FUTURE CONSTRUCTION. RECORD DRAWINGS SHALL BE AVAILABLE ON-LINE. ALL REVISED INFORMATION SHALL BE CROSSED THROUGH AND NEW DATA ADDED. ADDITIONAL REQUIREMENTS AND REVISIONS SHALL BE INDICATED BY THE ENGINEER AND OWNER.
14. ALL EXISTING AND PLANNED PROPERTIES AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NOT BE CONSIDERED AN ADDITIONAL COST.
15. THE CONTRACTOR SHALL FOLLOW THE GEOLOGICAL ENGINEER'S RECOMMENDATIONS IN PREPARING THE SITE FOR CONSTRUCTION. THIS INCLUDES REMOVAL OF ANY EXISTING ORGANIC SOILS, DELETERIOUS MATERIAL, VEGETATION, AND/OR DEBRIS FROM WITHIN THE LIMITS OF CONSTRUCTION AS DETERMINED BY THE GEOLOGICAL ENGINEER. PROFILES OF THE EXISTING GROUND SURFACE SHALL BE OBTAINED FOR GENERAL SITE PREPARATION REQUIREMENTS. SPECIFIC PROFILING/CONSTRUCTION REQUIREMENTS SHOULD BE CONSISTENT WITH THE APPLICABLE DESIGN DOCUMENTS AND GEOLOGICAL ENGINEER'S RECOMMENDATIONS. IF THERE IS A CONFLICT BETWEEN THE GEOLOGICAL ENGINEER'S RECOMMENDATIONS AND THE DESIGN DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY.

GEOMETRY NOTES:

1. THESE PLANS ARE BASED ON A SURVEY PREPARED FOR THE OWNER BY IRLAND & ASSOCIATES SURVEYING, INC. AND DATED 09/12/2025.
 2. REFER TO SHEET C-2 FOR REFERENCED BENCHMARK.
 3. CONTRACTOR SHALL TAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLETELY STAKE AND LOCATE ALL IMPROVEMENTS TO ENSURE ACCURACY AND A VERTICAL CORRECTION TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY APPARENT DISCREPANCIES ARE FOUND.
 4. ALL DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
 5. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE BUILDING GEOMETRY SHOWN WITH THAT IN THE FINAL ARCHITECTURAL DRAWINGS. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- ## MARKING, STRIPING, & SIGNAGE NOTES:
1. ALL MARKINGS MUST COMPLY WITH THE F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND THE CITY OF WINTER GARDEN LAND DEVELOPMENT CODE. PARKING SPACES SHALL BE F.D.O.T. RATED PAINT. ALL OTHER MARKINGS MUST BE IN ACCORDANCE WITH THE F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS INDEX 17355 FOR HANDCAP SYMBOL.
 2. HANDCAP PARKING SPACES SHALL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316.18, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND OTHER APPLICABLE STANDARDS. REFER TO F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS INDEX 17355 FOR HANDCAP SYMBOL.
 3. HANDCAP SIGN SHALL BE F.D.O.T. SPECIFICATIONS.
 4. ALL HANDCAP PARKING, PARKING SPACES, SIDEWALKS, AND CROSSWALKS MUST COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND MEET F.D.O.T. DESIGN STANDARDS.
 5. ALL TRAFFIC SIGNAGE AND ALUMINUM COLUMN (DRIVEN POST) MATERIALS AND INSTALLATION SHALL CONFORM TO F.D.O.T. INDEX 700-010. ALL PROPOSED TRAFFIC SIGNS SHALL BE INSTALLED TO PROVIDE A MINIMUM OF 7' OF CLEARANCE FROM BOTTOM OF SIGN TO THE GROUND.

PAVING, GRADING, & DRAINAGE NOTES:

1. ALL CONSTRUCTION, GRADING, & DRAINAGE SHALL BE IN ACCORDANCE WITH CITY OF WINTER GARDEN CONSTRUCTION SPECIFICATIONS AND OTHER GENERAL AND SPECIAL SPECIFICATIONS, AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS.
2. SURFACE INFORMATION PROVIDED WITH THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT.
3. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND FOR ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY FASHION TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY OR INTERFERENCE CAUSED BY THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
4. ALL FILL MATERIAL, IN GENERAL, IMPROVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557-01. SPECIFIC SITE PREPARATION METHODS, TYPE OF FILL TO BE USED FOR PARKING AND BUILDING AREAS, AND COMPACTOR SHALL BE IN ACCORDANCE WITH THE GEOLOGICAL ENGINEER'S RECOMMENDATIONS. (SEE GEOLOGICAL REPORT PREPARED BY THOMAS & HUTTON, INC. 11-21-2024) REFER TO STRUCTURAL, ARCHITECTURAL, AND GEOLOGICAL DOCUMENTS FOR ANY WORK RELATED TO BUILDINGS AND OTHER VERTICAL ELEMENTS FOR SPECIFIC SITE IMPROVEMENT AND FILL REQUIREMENTS. THIS PLAN ONLY PROVIDES SITE RELATIONS INFORMATION AND INFRASTRUCTURE. REFER TO PAVEMENT SECTION DETAILS FOR MATERIALS AND COMPACTOR REQUIREMENTS OF PAVEMENT SURFACING.
5. ALL UNDERGROUND UTILITIES INCLUDING CONDUIT FOR ELECTRICAL, CABLE TV, AND TELEPHONE SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
6. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
7. THE CONTRACTOR SHALL SUBMIT DETAIL SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO BEGINNING ANY OF THE EXISTING. THE CONTRACTOR SHALL SUBMIT DETAIL SHOP DRAWINGS FROM THE ENGINEER, THE CONTRACTOR MAY PROCEED WITH THE WORK.
8. ALL DISTURBED AREAS MUST BE SOODED, UNLESS OTHERWISE NOTED ON THE PLANS. ALL SOODING MUST BE DONE IN ACCORDANCE WITH SECTION 570 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION.
9. PROVIDE HANDCAP ACCESS WHERE SIDEWALKS MEET CURBS WITHIN THE PUBLIC RIGHT-OF-WAY.

EROSION CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH CITY OF WINTER GARDEN SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONAL CHANGES.
2. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO AND AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE USED AS A FIRST LINE DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
3. CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES IN CONTROLLING EROSION AND SEDIMENTATION DURING CONSTRUCTION.
4. ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
5. PRIOR TO LAND CLEARING THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF CITY OF WINTER GARDEN.
6. THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.

WATER & SEWER UTILITY NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF WINTER GARDEN FOR CONSTRUCTION OF THE WATER AND SEWER SYSTEMS. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THEIR SPECIFICATIONS AND REQUIREMENTS, AS APPLICABLE AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
2. CONTRACTOR SHALL COORDINATE WITH WATER AND SEWER SYSTEM TEST SCHEDULING TO ALLOW ENGINEER'S ATTENDANCE AND PROVIDE FIVE (5) WORKING DAYS NOTICE OF WATER AND SEWER TESTS (INCLUDING, BUT NOT LIMITED TO, PRESSURE TESTING OF WATER (150 PSI), RECLAIMED (150 PSI), FIRE (200 PSI) VALVE TESTS, AND PRESSURE TESTING OF SEWER (10 PSI) AND MANHOLE TESTING OF THE GROUND SEWER. CITY REPORTING/ADVICE TO BE PROVIDED FOR REVIEW BY THE EOR FOR THE 8TH SANITARY MAINS. THE MANHOLE TESTING CAN BE REMOVED IF THE CITY INCLUDES LAZER PROFILING SHOWING THAT THE PIPE DEFLECTION IS LESS THAN SIX INCHES. CONTRACTOR'S FAILURE TO PROPERLY NOTIFY ENGINEER MAY RESULT IN RETESTING AT ENGINEER'S OPTION AND AT CONTRACTOR'S EXPENSE.
3. ENGINEER RESERVES THE RIGHT TO WITHHOLD APPROVAL FOR ANY PORTION OF THE WATER OR SEWER PIPE WORK WHICH HAS NOT BEEN TESTED (OBSERVED BY ENGINEER) AND VERIFIED TO CONFORM TO PROJECT SPECIFICATIONS.
4. SITE CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITY SERVICES WITH FINAL ARCHITECTURAL DRAWINGS AND BUILDING CONTRACTOR.
5. CONTRACTOR SHALL VERIFY SIZE AND TYPE OF EXISTING MAIN PRIOR TO ORDERING TAPPING MATERIALS FOR TIE-INS.
6. CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS MARKED UP WITH HORIZONTAL AND VERTICAL AS-BUILT INFORMATION ON LOCATION OF WATER MAINS, FITTINGS, AND WATER SERVICES LOCATED FROM CENTURINE OF NEAREST FIRE HYDRANT OR NEAREST MANHOLE.
7. SITE UTILITY WORK SHALL TERMINATE 5 FEET FROM BUILDINGS UNLESS OTHERWISE STATED.
8. CONTRACTOR SHALL NOT ACTIVATE WATER SERVICE UNTIL THE FUEP HAS CLEARED THE SYSTEM FOR USE AND THE CLEARANCE LETTER HAS BEEN RECEIVED BY THE OWNER.

F.D.E.P. CONSTRUCTION NOTES:

UTILITY SEPARATION - VERTICAL CLEARANCES:

1. NEW OR RELOCATED UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER. IF THE WATER MAIN IS TO BE LAID BELOW THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER, THE WATER MAIN SHALL BE LAID AT LEAST 12 INCHES BELOW THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER. IF THE WATER MAIN IS TO BE LAID AT LEAST 12 INCHES BELOW THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER, THE WATER MAIN SHALL BE LAID AT LEAST 12 INCHES BELOW THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER. IF THE WATER MAIN IS TO BE LAID AT LEAST 12 INCHES BELOW THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER, THE WATER MAIN SHALL BE LAID AT LEAST 12 INCHES BELOW THE TOP OF THE EXISTING OR PROPOSED SANITARY SEWER OR STORM SEWER.

UTILITY SEPARATION HORIZONTAL SEPARATION:

1. NEW OR RELOCATED UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 36 INCHES FROM THE OUTSIDE OF THE WATER MAIN TO THE OUTSIDE OF ANY EXISTING OR PROPOSED SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. IF THE WATER MAIN IS TO BE LAID AT LEAST 36 INCHES FROM THE OUTSIDE OF THE WATER MAIN TO THE OUTSIDE OF ANY EXISTING OR PROPOSED SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER, THE WATER MAIN SHALL BE LAID AT LEAST 36 INCHES FROM THE OUTSIDE OF THE WATER MAIN TO THE OUTSIDE OF ANY EXISTING OR PROPOSED SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER.
2. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE CITY OF WINTER GARDEN AND IN ACCORDANCE WITH ANNA STANDARD 5200 FOR DUCTILE-IRON PIPE TESTING. SHALL BE IN ACCORDANCE WITH ANNA MANUAL M23 FOR PVC PIPE.
3. THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE F.D.E.P. WATER PERMIT. A RESUME OF THE TESTING FROM THE LOCAL WATER UTILITY CENTER OF RECORD, IF APPLICABLE, PRIOR TO PLACING IN SERVICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE TESTING FROM THE LOCAL WATER UTILITY CENTER OF RECORD. THE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH ANNA 651 "DISINFECTING WATER MAINS". SHALL BE PERFORMED IN ACCORDANCE WITH ANNA 651 "DISINFECTING WATER MAINS".

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE SEPARATELY RESPONSIBLE FOR APPROPRIATE CONSTRUCTION, DISINFECTION & TESTING BEYOND THE WATER TO ASSURE PROPER USE OF THE PART OF USE.
2. POTABLE WATER PIPES WILL BE DISINFECTED IN ACCORDANCE WITH ANNA SPECIFICATIONS C651.
3. POTABLE PIPES WILL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH ANNA SPECIFICATIONS NUMBERS C600 & C600/M23 FOR DUCTILE IRON & PVC PIPES, RESPECTIVELY.
4. POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING ANNA SPECIFICATIONS:
 - A. DUCTILE IRON PIPE (12" TO 48") - ANNA C105/ANNA C151, USING PER ANNA C104, COATING PER ANNA C115, ENCASEMENT PER ANNA C105, FLANGED PIPE PER ANNA C115, GASKET JOINTS PER ANNA C111 AND FITTINGS PER ANNA C110 OR ANNA C153.
 - B. PVC (WITH NATIONAL SANITATION FOUNDATION SEAL)
 - 1. ANNA C800/ASTM 1784 (4" TO 12") WITH DEEP MINIMUM
 - 2. ANNA C805 (14" TO 48")
 - C. PRESSURE RATED PIPE (FOR SERIES) SHALL BE ASTM A2241, SCHEDULE 40, 80, & 120 PIPES PER ASTM D1784. THE COMPOUNDS USED FOR EITHER OF THESE TYPES SHALL BE PER ANNA D1784.
 - D. POLYETHYLENE PIPE (1/2" - 3") - ANNA C901 WITH VALVES & FITTINGS (ANNA C800);
 - E. POLYETHYLENE PIPE (4" - 63") - ANNA C906.
 - F. FIRE HYDRANTS & VALVES PER ANNA SERIES C500 THROUGH C560.
 - G. METERS PER ANNA SERIES C700 THROUGH C710.
5. NON-ANNA PVC PIPES (ALLOWED ONLY FOR SIZES LESS THAN 4 INCHES) MUST HAVE A MINIMUM PRESSURE CLASS OF 200 PSI AND MUST BEAR AN NSF MARK OR EACH INSTALLER LISTING.

CONNECTION TO EXISTING WATER MAINS:

1. IF CONNECTION OF THE PROPOSED ACTIVITY OF THE WATER MAIN WILL RESULT IN DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR:
 - A. PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE DEER, CENTRAL DISTRICT OR WILL AFFECT BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER QUALITY ARE EXPECTED TO OCCUR & NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.
 - B. IN CASES OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR & NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.

FILLING OF WATERMAINS:

1. FILLING OF PROPOSED WATER MAINS FROM EXISTING WATER MAINS WILL BE DONE IN ACCORDANCE WITH ANNA SPECIFICATIONS C651.

MATERIAL SPECIFICATIONS:

PAVING, GRADING, & SIGNAGE:

1. PAVING MATERIALS SHALL CONFORM WITH F.D.O.T. STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION.
2. STORM DRAINAGE SHALL BE REINFORCED CONCRETE PIPE, PER ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. LIFTING HOLES ARE PROHIBITED.
3. ALL STORM STRUCTURES SHALL CONFORM WITH F.D.O.T. STANDARD INDEX DRAWINGS & SPECIFICATIONS EXCEPT THAT DITCH BOTTOM SHALL BE REINFORCED WITH 1/2" STEEL REBAR. GRATES SHALL BE SUPPLIED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SEES. GRATES SHALL BE CAST IRON UNLESS BICYCLE TRAFFIC IS ANTICIPATED.
4. ALL TYPE "P" STRUCTURE BOTTOMS SHALL BE ROUNDED UNLESS OTHERWISE SPECIFIED & SHALL HAVE 4 FEET MINIMUM DIAMETER.
5. ALL STORM PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FOOT INDEX 420-001 AND SECTION 430-4 OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
6. ALL STORM PIPE CONNECTIONS TO STORM STRUCTURES SHALL INCLUDE FILTER FABRIC WARP PER FOOT INDEX 425-001.
7. ALL CONCRETE STORM STRUCTURES SHALL INCLUDE A DRAINAGE STRUCTURE INVERT PER FOOT INDEX 425-001.
8. ALL STORM INLET STRUCTURE GRATES SHALL BE CHAINED PER LOOKING GRATES TO INLETS PER FOOT INDEX 425-001.
9. CONTRACTOR SHALL COORDINATE STORM PIPE TEST SCHEDULING TO ALLOW ENGINEER'S ATTENDANCE AND ALLOW FIVE (5) WORKING DAYS NOTICE OF THE STORM PIPE TAPPING.

MATERIAL GENERAL MATERIAL SPECIFICATIONS:

MATERIAL USED IN THE CONSTRUCTION OF THE WATER DISTRIBUTION SYSTEM SHALL ADHERE TO THE REQUIREMENTS OUTLINED IN THE CITY OF WINTER GARDEN WATER DISTRIBUTION'S SPECIFICATION STANDARDS MANUAL. MOST CENTRAL FLORIDA UTILITY SUPPLY COMPANIES HAVE A COPY OF CITY OF WINTER GARDEN'S SPECIFICATION STANDARDS MANUAL.

SPECIAL NOTICE:

CITY OF WINTER GARDEN SPECIFICATIONS OFTEN ADD TO THE MANUFACTURER'S SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT: CITY OF WINTER GARDEN WATER DISTRIBUTION STANDARDS AND SPECIFICATIONS 407-656-4111.

SEE CITY OF WINTER GARDEN WATER MATERIAL SPECIFICATIONS AND DETAILS ARE ON SHEET C-15, SHEET C-16 AND SHEET C-20.

SEE WATER, RE-USE, SEWER WASTEWATER MATERIAL SPECIFICATIONS AND DETAILS ARE ON SHEET C-15, SHEET C-17 AND SHEET C-20.

CONCRETE CONSTRUCTION NOTES:

1. CONCRETE PRE-CONSTRUCTION MEETING
 - A. THE CONTRACTOR SHALL MEET WITH THE CONCRETE PRODUCER MAY REQUEST THROUGH THE GENERAL CONTRACTOR FOR A PRE-CONSTRUCTION MEETING PRIOR TO CONCRETE PLACEMENT.
 - B. ATTENDEES: CONCRETE CONTRACTOR, CONCRETE PRODUCER, GENERAL CONTRACTOR, OWNER OR OWNER'S REPRESENTATIVE(S), ENGINEER OF RECORD, ARCHITECT, SITE CONTRACTOR, GEOLOGICAL ENGINEER, AND/OR OTHER REPRESENTATIVES.
 - C. AGENDA: INCLUDE BUT NOT LIMITED TO THE FOLLOWINGS. (CONTRACTOR MAY CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION FOR PRE-CONSTRUCTION MEETING CHECK LISTS)
 - 1. MIXTURE(S) APPROVAL
 - 2. CONCRETE TESTING: TYPE, LOCATION OF SAMPLINGS, ETC.
 - 3. CONCRETE DELIVERY: QUANTITY, RATE, PUMP, CONVEYOR, ETC.
 - 4. FINISHING: METHOD, QUANTITY, DAY, STAGING & CLEAN OUT LOCATION, ETC.
 - 5. PLACEMENT: CURING, JOINTING, ETC.
2. JOINTS FOR CONCRETE SLABS
 - A. GENERAL: - A JOINTING PLAN FOR THE ENTIRE PAVING AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE ENGINEER OF RECORD (EOR) 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. THE CONTRACTOR MAY ALSO CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION (FCOPA) FOR TECHNICAL RESOURCES AND ASSISTANCE.
 - B. A SQUARE JOINTING PATTERN IS REQUIRED WHERE POSSIBLE. IF NECESSARY, RECTANGULAR PANELS CAN BE USED IF THE LONG DIMENSION IS NO MORE THAN 1.5 TIMES THE SHORT (e.g. 8' x 12'). JOINT SPACING SHALL NOT EXCEED THE FOLLOWING: 10 FEET IN A 4" THICK SLAB, 12 FEET IN A 5" THICK SLAB OR 15 FEET IN A SLAB WITH THICKNESS OF 6" OR GREATER.
 - C. BOX OUT AREA AROUND MANHOLES, CATCH BASINS, DRAINAGE STRUCTURES & OTHER BUILT-IN STRUCTURES WITHIN THE PAVING AREA SHALL BE CIRCULAR WHERE POSSIBLE. A MINIMUM OFFSET OF 12" FROM ANY EDGE OF THE STRUCTURE. OBTAIN A COPY OF THE CONCRETE CONTRACTOR'S PRE-CONSTRUCTION MEETING CHECK LIST FOR THE EOR APPROVAL. THE CONTRACTOR SHALL BE CONTINUOUS THROUGH ADJACENT LANES & EXTENDING THROUGH INTERNAL CURBS. JOINTS CAN BE TERMINATED & OFFSET AT ISOLATION JOINTS, WHERE JOINTS INTERFERENCE ANY RADIUS OR CURVATURE, OFFSET A MINIMUM OF 12" FROM EDGE OF PAVEMENT AND FORM JOINT NO DEGREE TO EDGE OF PAVEMENT TO AVOID ACUTE ANGLE OR SMALL WEDGES OF CONCRETE AT CURVATURES. OBTAIN A COPY OF THE FCOPA STANDARD DETAILS FOR REFERENCE.

- B. ISOLATION JOINTS - A CONSTRUCTION JOINT SEPARATES ONE DAY PLACEMENT TO THE NEXT DAY PLACEMENT. A CONSTRUCTION JOINT SHALL BE A MINIMUM OF 8 FEET FROM ANY ADJACENT CONTROL JOINT. NEXT DAY PLACEMENT SHALL BUTT UP TO THE EXISTING PAVEMENT AS A COLD JOINT. THE CONSTRUCTION JOINT MAY BE HAND-TOOLED WITH MAXIMUM 0.25" RADIUS AT THE EDGE OF THE JOINT-CONTROL JOINTS FROM BOTH PLACEMENT AREAS SHALL MATCH AND BE CONTINUOUS ACROSS THE CONSTRUCTION JOINT.
- C. CONTROL JOINTS - CONTROL JOINTS ARE JOINTS WITHIN THE PAVING AREA FORMED THROUGH TOOLING OR SAW CUTTING. CONTROL JOINTS ESTABLISH NEW PLANS TO RELIEVE STRESSES DUE TO SHRINKAGE OR TEMPERATURE CHANGE. INSTALL CONTROL JOINTS WITHIN 12 HRS FROM THE TIME THE CONCRETE HITS THE GROUND OR OBTAIN IN WRITING APPROVAL FROM THE EOR BEYOND THE 12-HR TIME LIMIT.
- D. EARLY-ENTRY SAW CUTTING METHOD: CUT JOINT TO A MINIMUM OF 1" DEEP FOR PAVEMENT THICKNESS UP TO 8". CUTTING OF JOINT SHALL NOT CAUSE RAVELING TO THE EDGES OR DEFORMATION OF THE SURFACE DUE TO EQUIPMENT OR WORKER.
- E. OTHER METHODS: INSTALL JOINT TO A MINIMUM OF 1/3 OF PAVEMENT DEPTH. FINISH EDGES WITH 0.25" RADIUS. OPERATION SHALL NOT CAUSE ANY DEFORMATION OF THE SURFACE.
- F. ISOLATION JOINTS - THESE JOINTS USE ISOLATION MATERIALS TO PREVENT FRESH CONCRETE FROM BONDING TO HARDENED CONCRETE SUCH AS, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, SIDEWALKS, DRAINAGE STRUCTURES, LIGHTING & SIGNAGE BASES, RETAINING WALLS, CURBS, ETC. THE ISOLATION MATERIAL SHALL EXTEND THE FULL-DEPTH OF THE FRESH CONCRETE THICKNESS. FROM ONE DAY PLACEMENT TO THE NEXT, WHERE JOINTS ARE MATCHED, ISOLATION MATERIAL IS NOT NECESSARY. (E.G. ONE LANE PAVING TO THE NEXT, INTEGRAL CURBS)
- G. ISOLATION JOINTS BETWEEN SLABS AT SOME GRADE SHALL BE FORMED WITH 0.25 INCH THICK NEOPRENE OR 0.50 INCH THICK ASPHALT IMPREGNATED FIBER FILLER WITH HYDROCARBON RESISTANT ELASTOMERIC FILL MATERIAL. AS SEALER, ALL EDGES TO BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.
- H. A SATISFACTORY ISOLATION JOINT CAN BE FORMED AT METAL BUILDING CURBS BY PLACING A STRIP OF CURING PAPER AGAINST THE METAL FORM & THEN PLACING THE FRESH CONCRETE AGAINST THE PAPER. THE EDGES OF THE SLAB SHALL BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.
- I. JOINTS SEALANT - A JOINT SEALING PLAN FOR THE AFFECTED AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE EOR. ALONG WITH THE SEALING PLAN, A REQUEST FOR THE EOR APPROVAL FOR THE EOR APPROVAL. NOT ALL JOINT WILL BE REQUIRED SEALING. THE CONCRETE CONTRACTOR IS TO RECOMMEND THE NECESSARY LOCATION AND TO PROVIDE SUPPORTING DOCUMENTATION FOR THE SEALING. USE A POLYURETHANE SEALANT (FREMCO 160-100/160-901 MULTI-COMPONENT/COMPOUND OR EQUIVALENT). THE CONTRACTOR CONTRACTOR IS TO SUBMIT SEALANT TYPE AND MANUFACTURER INFORMATION TO THE EOR FOR APPROVAL WHEN "EQUIVALENT" IS USE. JOINTS SHALL BE PREPARED BY FOLLOWING MANUFACTURER'S RECOMMENDATIONS PRIOR TO SEALING.

LEGEND

SITE

- POLE SIGN
- SMALL PYLON SIGN
- LARGE Pylon SIGN
- RIGHT TURN DIRECTIONAL ARROW
- STRAIGHT DIRECTIONAL ARROW
- LEFT TURN DIRECTIONAL ARROW
- STRAIGHT AND LEFT TURN DIRECTIONAL ARROW
- STRAIGHT AND RIGHT TURN DIRECTIONAL ARROW
- HANDICAP PARKING SYMBOL
- F.D.O.T. TYPE "D" CURB
- F.D.O.T. TYPE "S" CURB
- VALVE BOX, W/ WATER, FV-FIRE, W-HYDRANT, & SSV-SANITARY SEWER
- CHARLIM FENCE
- DECORATIVE WOOD OR ALUMINUM FENCE
- BARS W/ FENCE
- HANDRAIL
- SCREEN/RETAINING WALL, AS NOTED.
- BIKE RACK
- PARKING COUNCIL SYMBOL, PER ROW
- DRIVE CENTERLINE SYMBOL

GRADING & DRAINAGE

- F.D.O.T. TYPE "D" DRAINAGE INLET
- F.D.O.T. TYPE "D" DRAINAGE INLET
- F.D.O.T. TYPE "E" DRAINAGE INLET
- F.D.O.T. TYPE "1" DRAINAGE INLET
- F.D.O.T. TYPE "2" DRAINAGE INLET
- F.D.O.T. TYPE "3" DRAINAGE INLET
- F.D.O.T. TYPE "4" DRAINAGE INLET
- F.D.O.T. TYPE "5" DRAINAGE INLET
- F.D.O.T. TYPE "6" DRAINAGE INLET
- STORM DRAINAGE MANHOLE
- METERED END SECTION
- STORM DRAINAGE PIPE
- DRAINAGE FLOW DIRECTIONAL ARROW
- DRAINAGE STRUCTURE BUBBLE
- GRADE ELEVATION
- CURB ELEVATION
- EROSION CONTROL SILT FENCE

UTILITY

- DCDA - DOUBLE CHECK DETECTOR ASSEMBLY
- DCVA - DOUBLE CHECK VALVE ASSEMBLY
- RPZ - REDUCED PRESSURE ZONE DEVICE
- DOMESTIC METER
- IRRIGATION METER
- GATE VALVE
- BLOW-OFF GATE VALVE
- REDUCER
- WELL
- 11.25" PIPE BEND
- 22.5" PIPE BEND
- 30" PIPE BEND
- 45" PIPE BEND
- 60" PIPE BEND
- 90" PIPE BEND
- TEE
- CROSS
- FIRE HYDRANT ASSEMBLY W/ UNOBTSTRUCTED AREA
- CLEARANCE REQUIRED BY FIRE MARSHAL
- FIRE DEPARTMENT CONNECTION
- CLEAN OUT
- LIFT STATION
- GREASE TRAP
- SITE LIGHTING
- DECORATIVE SITE LIGHTING
- UTILITY POLE

DATE	12-16-2026	REVISED PER CITY COMMENTS	CPI	REV
DATE	02-02-2027	REVISIONS	CPI	REV

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



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Orlando, FL 32839
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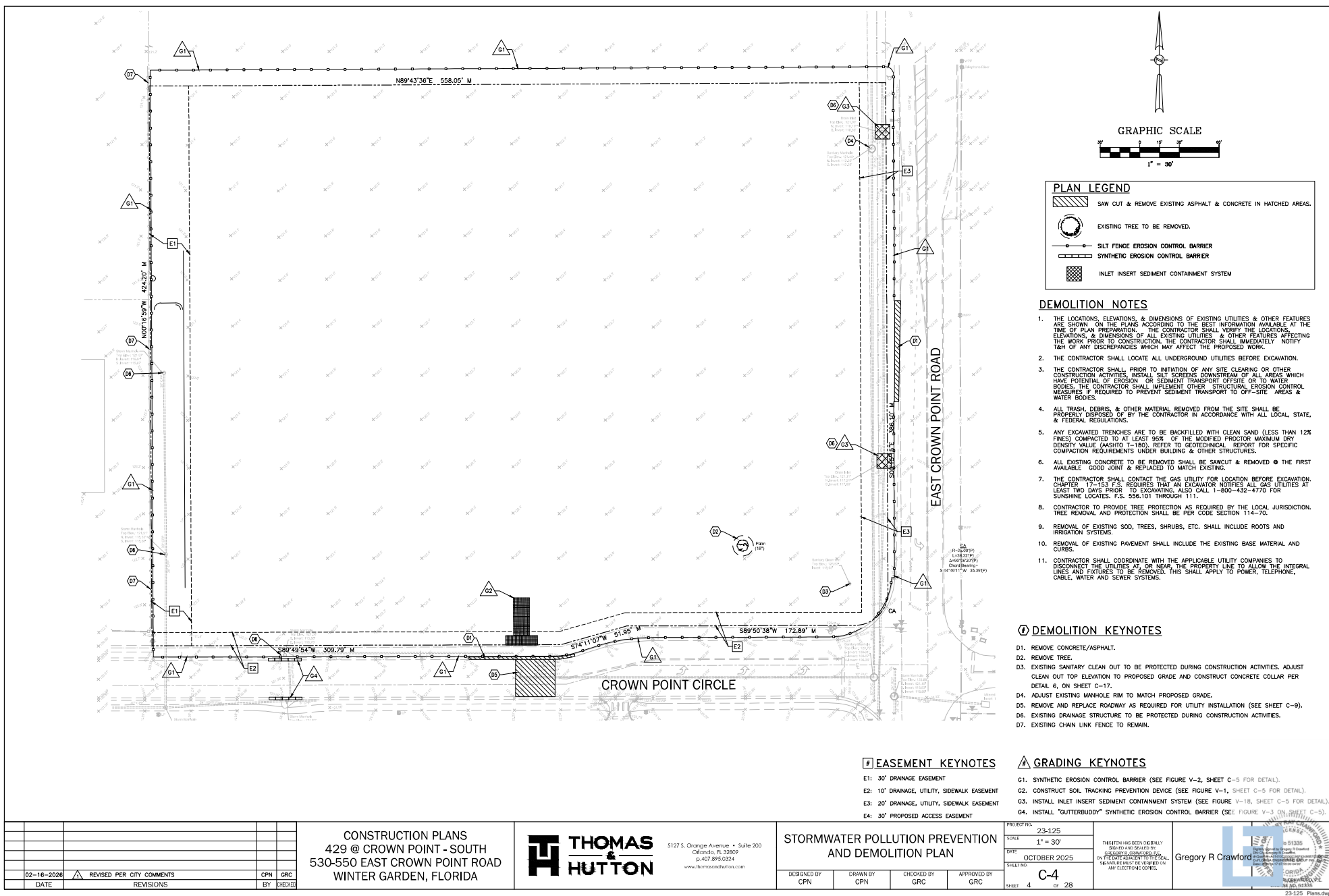
LEGEND, NOTES AND SPECIFICATIONS

DESIGNED BY	CPI	DRAWN BY	CPI	CHECKED BY	GRC	APPROVED BY	GRC
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PROJECT NO.	23-125
SCALE	NONE
DATE	OCTOBER 2025
SHEET NO.	C-3
SHEET	3 OF 28

THOMAS & HUTTON 5127 S. Orange Avenue • Suite 200 Orlando, FL 32839 P: 407.295.0324 www.thomashutton.com	Gregory R Crawford Professional Engineer No. 10197 Expiration Date 12/31/2028
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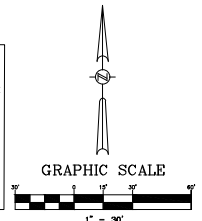
23-125 GeneralNotes.dwg



570 590 E. CROWN POINT ROAD, LLC
FLU: MUD
ZONING: PCD

SITE LEGEND

- TRACT BOUNDARY
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- SOILS BOUNDARY LINE
- SOILS DESIGNATION
- PROPOSED BUILDING
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT



SITE DATA

PROPERTY LOCATION: 530 & 550 E. CROWN POINT ROAD, WINTER GARDEN, FL

PROPERTY FUTURE LAND USE DESIGNATION: MULTI-USE DEVELOPMENT (M.U.D.)

EXISTING USE: VACANT

PROPOSED USE: OFFICE/FLEX WAREHOUSE SPACE

PROJECT AREA: 5.365 AC.

PARCEL ID: 13-22-27-0895-00-0070 & 13-22-27-0895-00-0080

ZONING: (EXISTING) PCD

PROPOSED GROSS FLOOR AREA: 63,650 S.F.

BUILDING SETBACKS (REQUIRED)

FRONT (EAST)	40'	FRONT (EAST)	107.84'
SIDE (NORTH)	24'	SIDE (NORTH)	48.93'
SIDE (SOUTH)	51'	SIDE (SOUTH)	55.19'
REAR (WEST)	30'	REAR (WEST)	70.57'

MAXIMUM ALLOWABLE BUILDING HEIGHT: 40'

BUILDING HEIGHT PROPOSED: <40'

PARKING

PARKING REQUIRED: (1 SPACE PER 1,000 SF) 51,764/1,000 = 51.76 x 1 = 52 SPACES

STANDARD PARKING SPACES REQUIRED TO BE RESERVED FOR HANDICAP: 8 SPACES

PARKING PROVIDED: 131 SPACES

STANDARD PARKING SPACES PROVIDED: 131 SPACES

HANDICAP PARKING PROVIDED: 8 SPACES

TOTAL PARKING PROVIDED: 139 SPACES

BICYCLE PARKING REQUIRED: 2 + (137/10) = 2 + 13.7 = 15.7 SPACES

BICYCLE PARKING PROVIDED: 16 SPACES

SITE AREA CALCULATIONS

	EXISTING	PROPOSED
BUILDING	0.00 S.F.	63,650.00 S.F.
PAVING/CURBS/WALKS/DUMPSTER	0.00 S.F.	119,184.31 S.F.
IMPERVIOUS AREA	0.00 S.F.	182,834.31 S.F.
PERVIOUS AREA	233,687.95 S.F.	5,365 AC. 100.00 %
TOTAL SITE AREA	233,687.95 S.F.	5.365 AC. 100.00 %
MAXIMUM IMPERVIOUS AREA ALLOWED		75.00 %
MAXIMUM IMPERVIOUS AREA PROPOSED		78.24 %

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12095C0210H & 12095C0205H DATED: 09/24/2021

SOILS 44 - SMYRNA-SMYRNA, NET, FINE SAND AND 54 - ZOLFO FINE SAND

WETLAND STATEMENT

THERE ARE NO WETLANDS ON THIS SITE

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF WINTER GARDEN COMMERCIAL DESIGN STANDARDS PER CODE SECTION 118-1536(K).

COMMERCIAL DESIGN STANDARDS NOTE

THE PROJECT SHALL COMPLY WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE CITY OF WINTER GARDEN LAND DEVELOPMENT CODE.

DUMPSTER NOTE

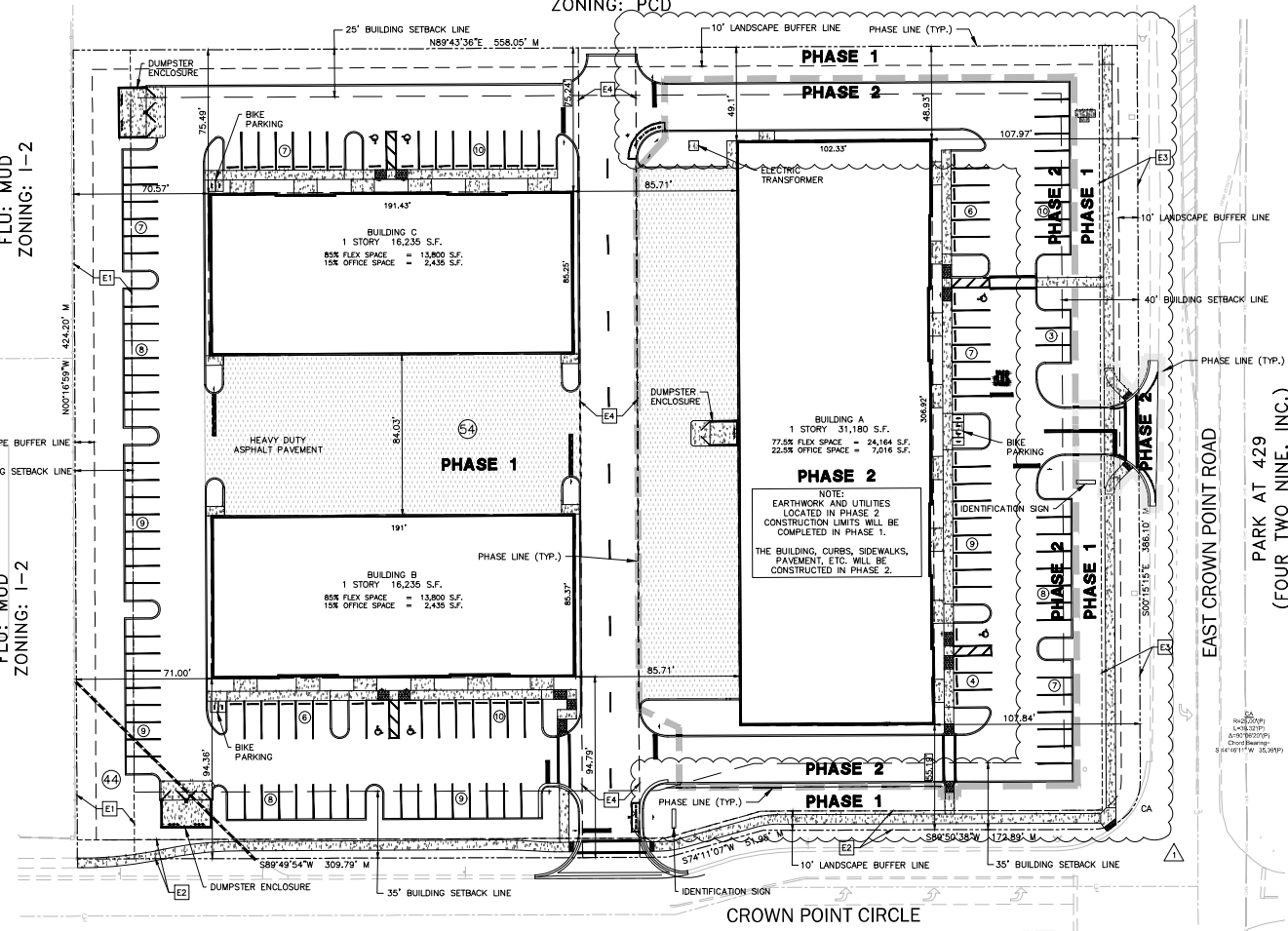
THE DUMPSTER SHALL HAVE OPAQUE GATING AND THE WALL SHALL HAVE A DECORATIVE CONCRETE CAP. WALL SHALL BE ARCHITECTURALLY COMPATIBLE MATERIAL TO THE PRINCIPLE BUILDING.

SIGNAGE NOTE

ALL SIGNS SHALL BE PER CITY OF WINTER GARDEN LAND DEVELOPMENT CODE (CHAPTER 102 SIGNS)

CROSS ACCESS

THE PROJECT WILL BE CONSTRUCTED WITH A CROSS-ACCESS EASEMENT AS SHOWN HEREON.



ITE TRIP GENERATION

DESCRIPTION	ITE CODE	ADT	PM	AM
OFFICE	710	602	86	87
WAREHOUSING	150	24	5	4
TOTAL	-	626	91	91

PHASING

THE PROJECT WILL BE CONSTRUCTED IN TWO (2) PHASES.

EASEMENT KEYNOTES

E1: 30' DRAINAGE EASEMENT

E2: 10' DRAINAGE, UTILITY, SIDEWALK EASEMENT

E3: 20' DRAINAGE, UTILITY, SIDEWALK EASEMENT

E4: 30' PROPOSED ACCESS EASEMENT

PROGRESS ENERGY TRAINING CENTER
FLU: MUD
ZONING: I-2

DATE	REVISIONS	BY	CHKD
02-16-2026	REVISED PER CITY COMMENTS	CPN	GRC

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DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO: 23-125

SCALE: 1" = 30'

DATE: OCTOBER 2025

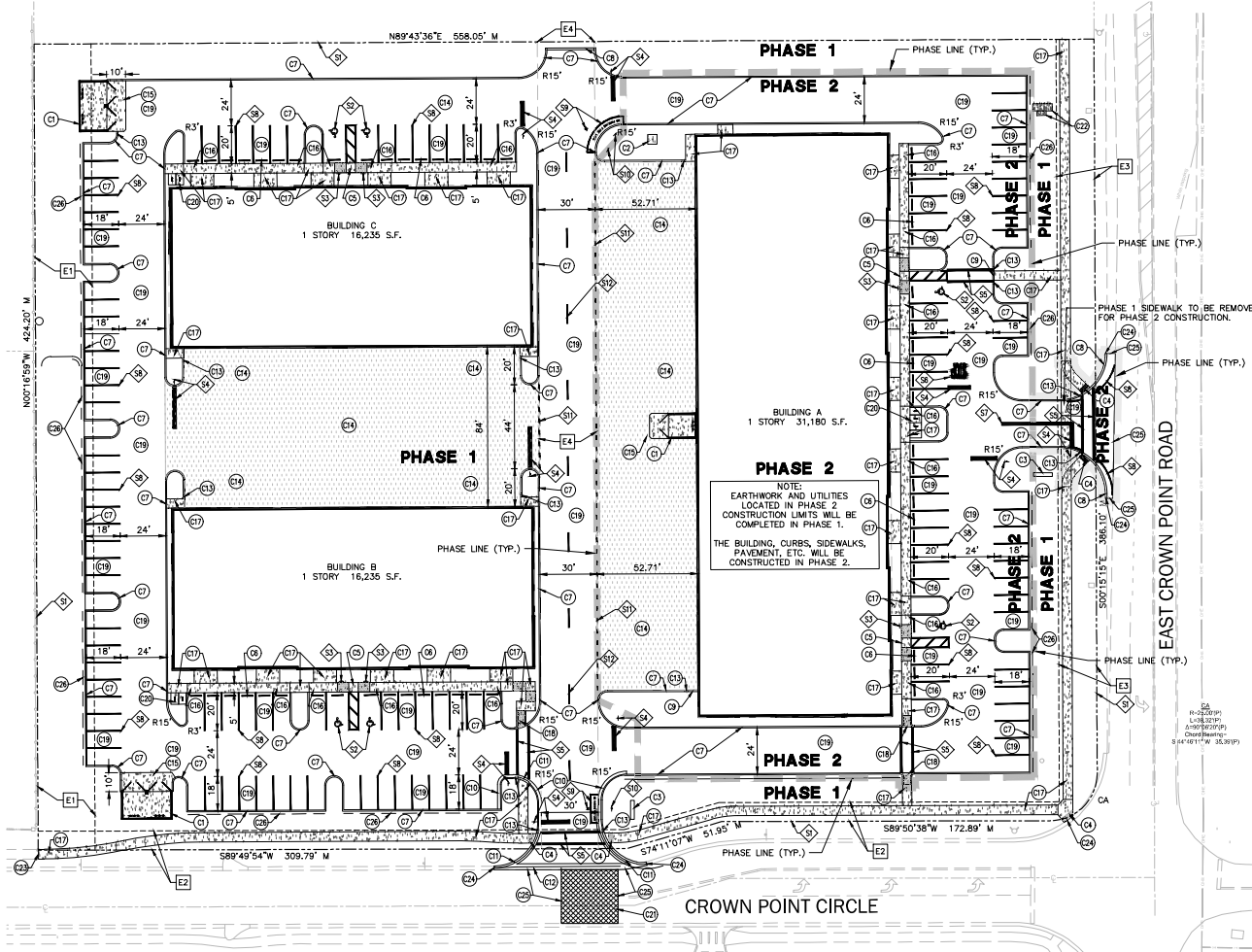
SHEET NO: C-6

OF 28

THIS PLAN HAS BEEN REVIEWED BY THE CITY OF WINTER GARDEN AND THE SIGNATURE MUST BE AFFIXED ON AN ELECTRONIC COPY.

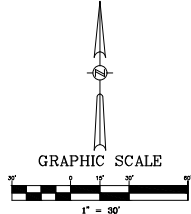
Gregory R Crawford

23-125 OverallSitePlan.dwg



SITE LEGEND

- TRACT BOUNDARY
- EXISTING EASEMENT LINE
- PROPOSED BUILDING
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT



- SITE NOTES**
1. ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE. EXCEPTION: RADII @ ISLANDS ARE TO FIT ISLAND NOTES, UNLESS NOTED OTHERWISE.
 2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
 3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N00°16'59"W, UNLESS OTHERWISE INDICATED WITH A "T" OR BEARING.
 4. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
 5. ALL TRAFFIC SIGNAGE AND ALUMINUM COLUMN (DRIVEN POST) MATERIALS AND INSTALLATION SHALL CONFORM TO F.D.O.T. INDEX 700-010.
 6. HANDICAP RAMPS MUST COMPLY WITH THE AMERICAN DISABILITIES ACT (ADA) AND MEET F.D.O.T. DESIGN STANDARDS.
 7. CONSTRUCT OFF-SITE WALKS PER F.D.O.T. INDEX 523-001.
 8. ANY DAMAGED, BROKEN, OR CRACKED SECTION OF CONCRETE SIDEWALK WITHIN THE RIGHT-OF-WAY (INCLUDING EXISTING CURB AND PAVEMENT) SHALL BE REPLACED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
 9. NO TREES SHALL BE PLANTED OVER OR WITHIN 5 FEET OF ANY UTILITY LINES.
 10. ALL DUMPSTER ENCLOSURES, RETAINING WALLS, AND SCREEN WALLS SHALL REQUIRE A SEPARATE PERMIT FROM THE CITY OF WINTER GARDEN BUILDING DEPARTMENT. THIS INCLUDES THE PROPOSED MONUMENT SIGN THAT SHALL BE DESIGNED BY OTHERS. THE CONTRACTOR SHALL FILL A SEPARATE PERMIT FROM THE CITY OF WINTER GARDEN FOR THE SIGN PRIOR TO CONSTRUCTING THE SIGN.
 11. 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTS PURSUANT TO CODE. ANY DAMAGED, BROKEN OR CRACKED SECTIONS (INCLUDING EXISTING CURBS AND PAVEMENT) SHALL BE REPLACED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

- ◆ SITE STRIPING & SIGNAGE KEYNOTES**
- S1. PROPERTY BOUNDARY.
 - S2. HANDICAP PARKING STALL TYPICAL.
 - S3. HANDICAP SIGN TYPICAL.
 - S4. 24" STOP BAR WITH 30"x30" R1-1 STOP SIGN (WHERE SHOWN).
 - S5. 12" CROSSWALK STRIPING TYPICAL.
 - S6. "STOP" PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.
 - S7. 6" PAINTED DOUBLE LINE (YELLOW) (25 L.F.).
 - S8. 6" PAINTED STRIPE (WHITE).
 - S9. "NO PARKING FIRE LANE" STRIPE AND BLUE LOCATE REFLECTOR PER CITY OF WINTER GARDEN.
 - S10. "NO PARKING FIRE LANE" SIGN PER CITY OF WINTER GARDEN.
 - S11. 2'-4" SKIP 6" WHITE STRIPE.
 - S12. 10'-30" SKIP 6" YELLOW STRIPE.

- Ⓢ SITE CONSTRUCTION KEYNOTES**
- C1. DUMPSTER ENCLOSURE (BY OTHERS. SEE ARCHITECTURAL PLANS).
 - C2. TRANSFORMER (BY OTHERS. SEE ARCHITECTURAL PLANS).
 - C3. MONUMENT SIGN (TO BE DESIGNED AND PERMITTED BY OTHERS).
 - C4. CURB RAMP DETECTABLE WARNING TYPICAL.
 - C5. F.D.O.T. CURB RAMP CR-C TYPICAL.
 - C6. F.D.O.T. CONCRETE BUMPER GUARD TYPICAL.
 - C7. F.D.O.T. TYPE D CURB TYPICAL.
 - C8. RIBBON CURB TYPICAL.
 - C9. FLUSH CURB TYPICAL.
 - C10. F.D.O.T. TYPE F CURB TYPICAL.
 - C11. F.D.O.T. DROP CURB TYPICAL.
 - C12. F.D.O.T. VALLEY GUTTER TYPICAL.
 - C13. 2' CURB TRANSITION TYPICAL.
 - C14. ASPHALT PAVING HEAVY DUTY TYPICAL.
 - C15. CONCRETE PAVING SECTION TYPICAL.
 - C16. SIDEWALK WITH MONOLITHIC CURB TYPICAL.
 - C17. CONCRETE SIDEWALK TYPICAL.
 - C18. F.D.O.T. CURB RAMP CR-E TYPICAL.
 - C19. ASPHALT PAVING MEDIUM DUTY TYPICAL.
 - C20. ULINE BIKE RACK TYPICAL.
 - C21. PAVEMENT RESTORATION (SEE DETAIL 5, SHEET C-20).
 - C22. PROVIDE 6" CONCRETE SLAB (SEE SHEETS C-16 & C-18 FOR DETAILS).
 - C23. MATCH EXISTING CONCRETE WALK.
 - C24. MATCH EXISTING CONCRETE CURB.
 - C25. MATCH EXISTING PAVEMENT.
 - C26. 2' VEHICLE PARKING OVERHANG.

- ▣ EASEMENT KEYNOTES**
- E1: 30' DRAINAGE EASEMENT
 - E2: 10' DRAINAGE, UTILITY, SIDEWALK EASEMENT
 - E3: 20' DRAINAGE, UTILITY, SIDEWALK EASEMENT
 - E4: 30' PROPOSED ACCESS EASEMENT

02-16-2026		REVISED PER CITY COMMENTS	CPN	GRC
DATE		REVISIONS	BY	CHECKED

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA

THOMAS & HUTTON

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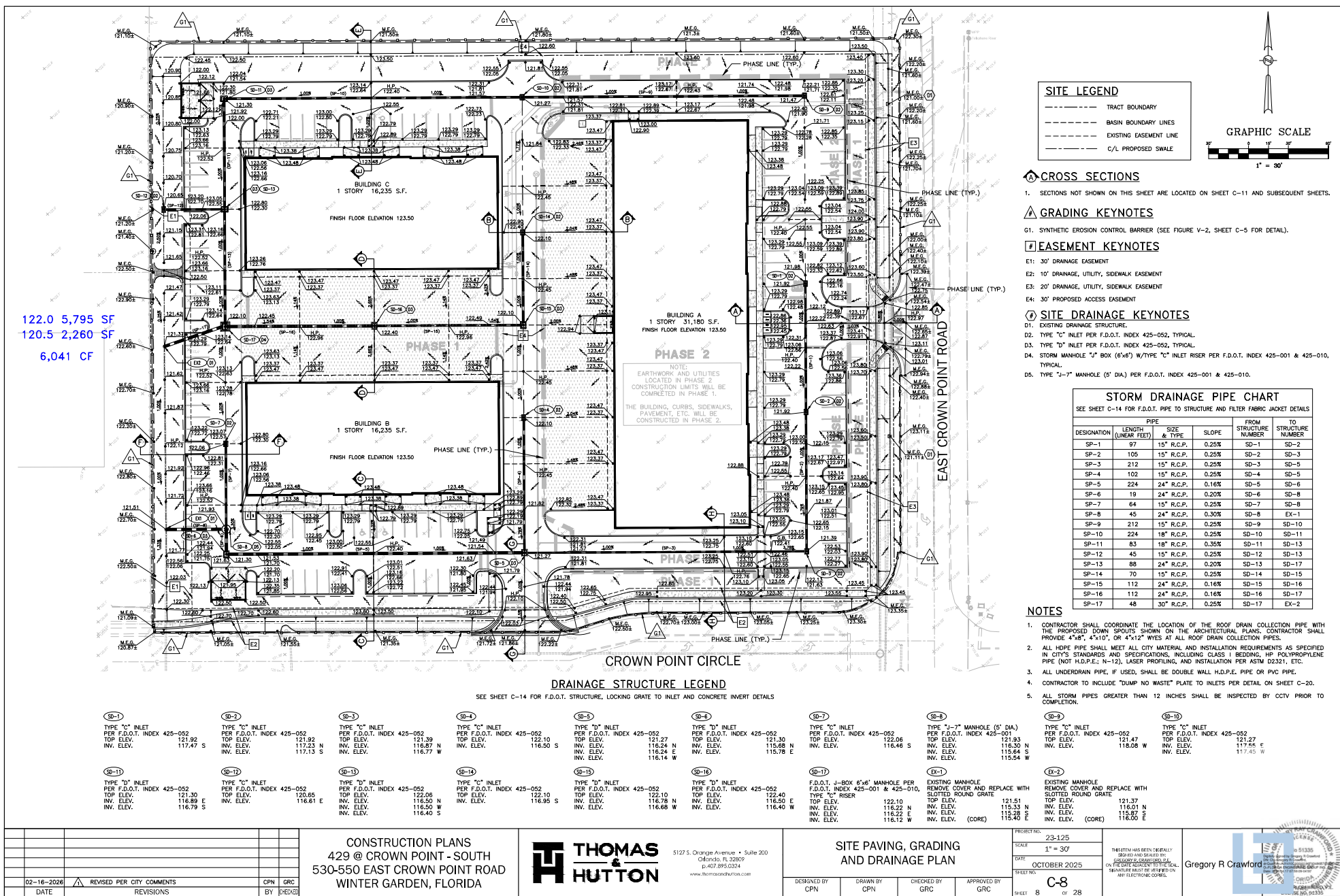
SITE GEOMETRY PLAN

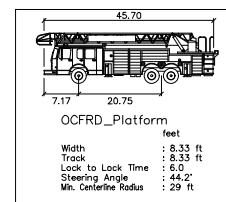
DESIGNED BY	CPN	DRAWN BY	CPN	CHECKED BY	GRC	APPROVED BY	GRC
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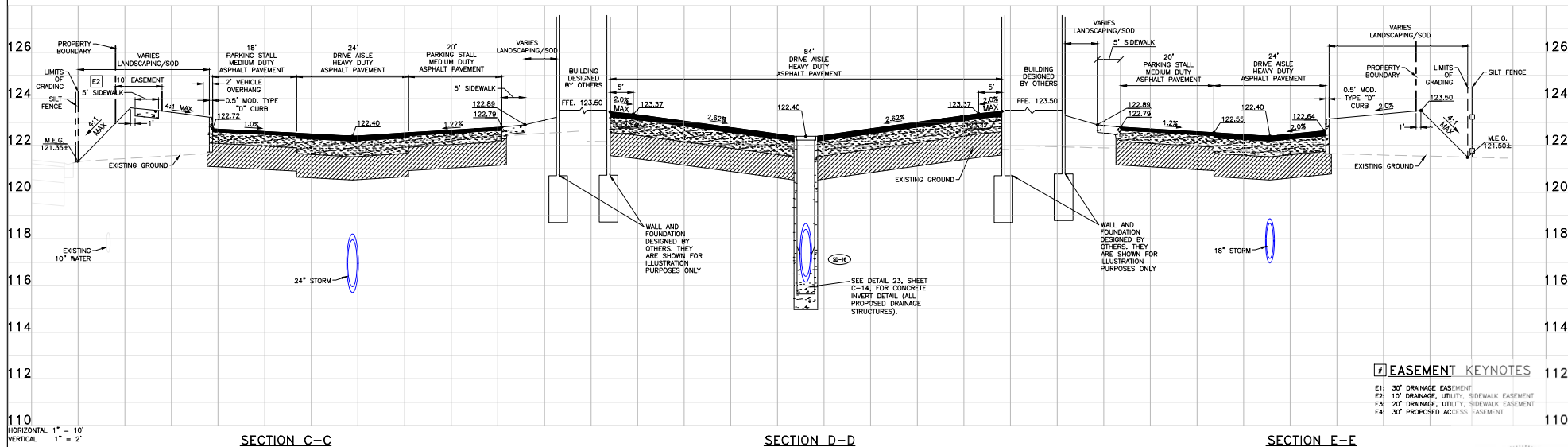
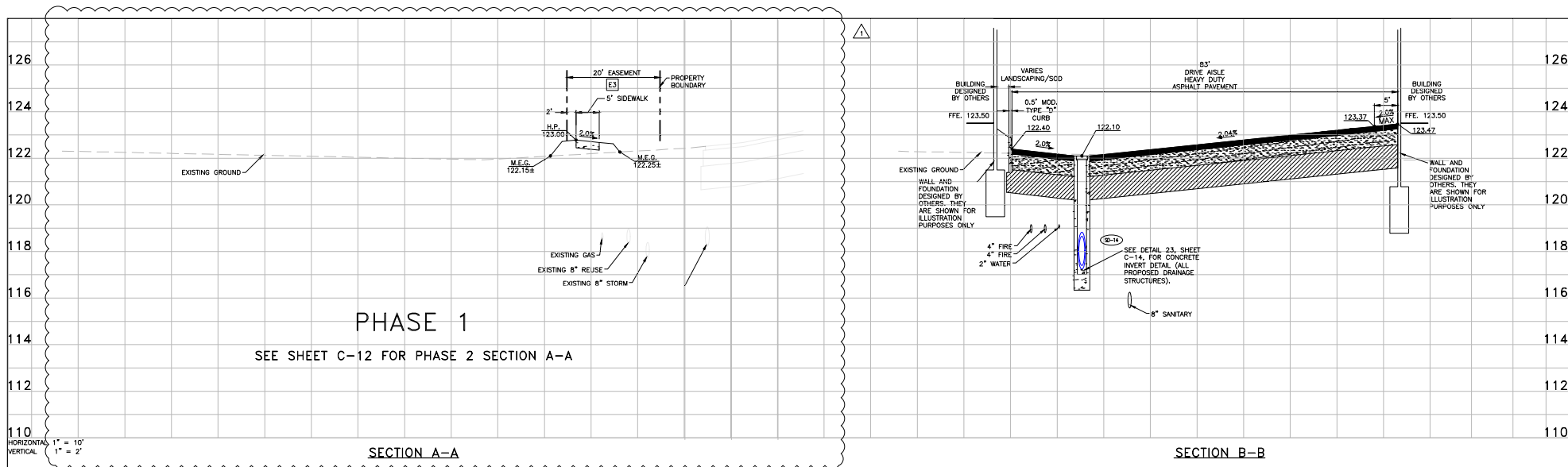
PROJECT NO. 23-125
SCALE 1" = 30'
DATE OCTOBER 2025
SHEET C-7 OF 28

THIS PLAN HAS BEEN ORIGINALLY DESIGNED BY GREGORY R. CRAWFORD FOR THE CITY OF WINTER GARDEN. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE CITY OF WINTER GARDEN. SEE NO. 013335

Gregory R Crawford







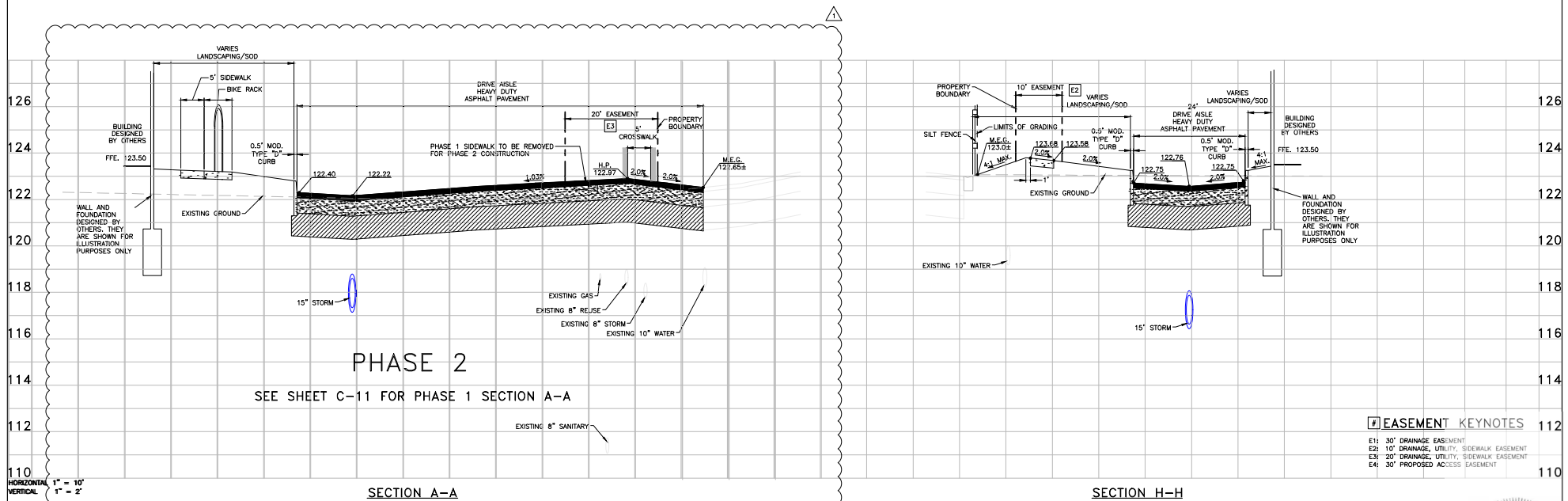
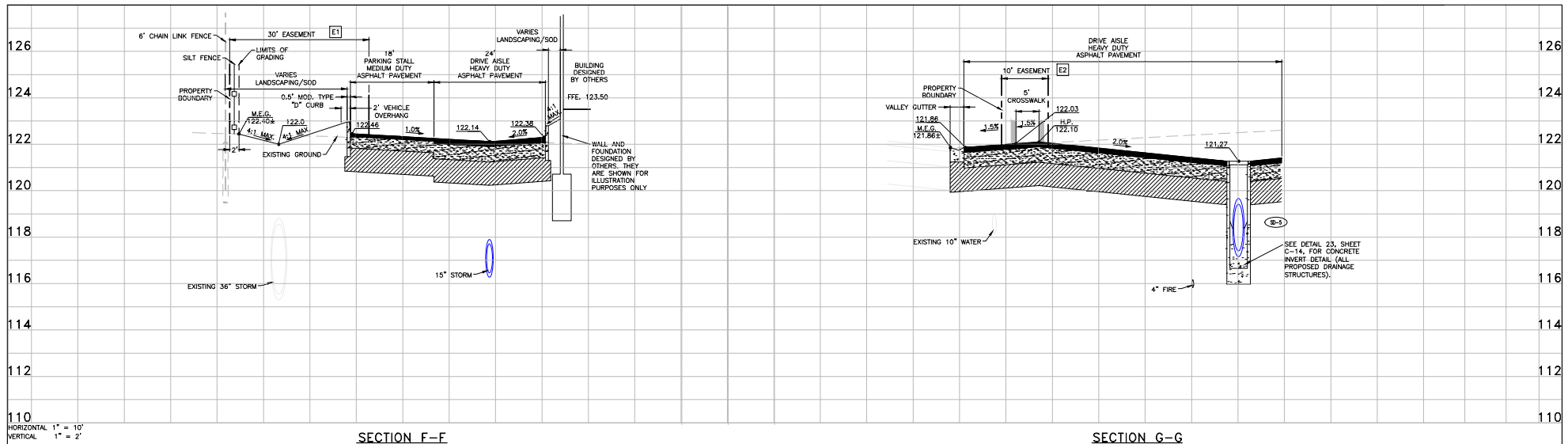
SECTION C-C		SECTION D-D		SECTION E-E	
CONSTRUCTION PLANS 429 @ CROWN POINT - SOUTH 530-550 EAST CROWN POINT ROAD WINTER GARDEN, FLORIDA		THOMAS & HUTTON 5127 S. Orange Avenue • Suite 200 Orlando, FL 32809 p.407.695.3324 www.thomashutton.com		CROSS SECTIONS (1 OF 2)	
DESIGNED BY CPN		DRAWN BY CPN		CHECKED BY GRC	
APPROVED BY GRC		PROJECT NO. 23-125		SCALE NOTED	
DATE OCTOBER 2025		SHEET C-11		OF 28	
SHEET 11		SHEET 11		SHEET 11	

EASEMENT KEYNOTES	
E1:	30' DRAINAGE EASEMENT
E2:	10' DRAINAGE, UTILITY, SIDEWALK EASEMENT
E3:	20' DRAINAGE, UTILITY, SIDEWALK EASEMENT
E4:	30' PROPOSED ACCESS EASEMENT

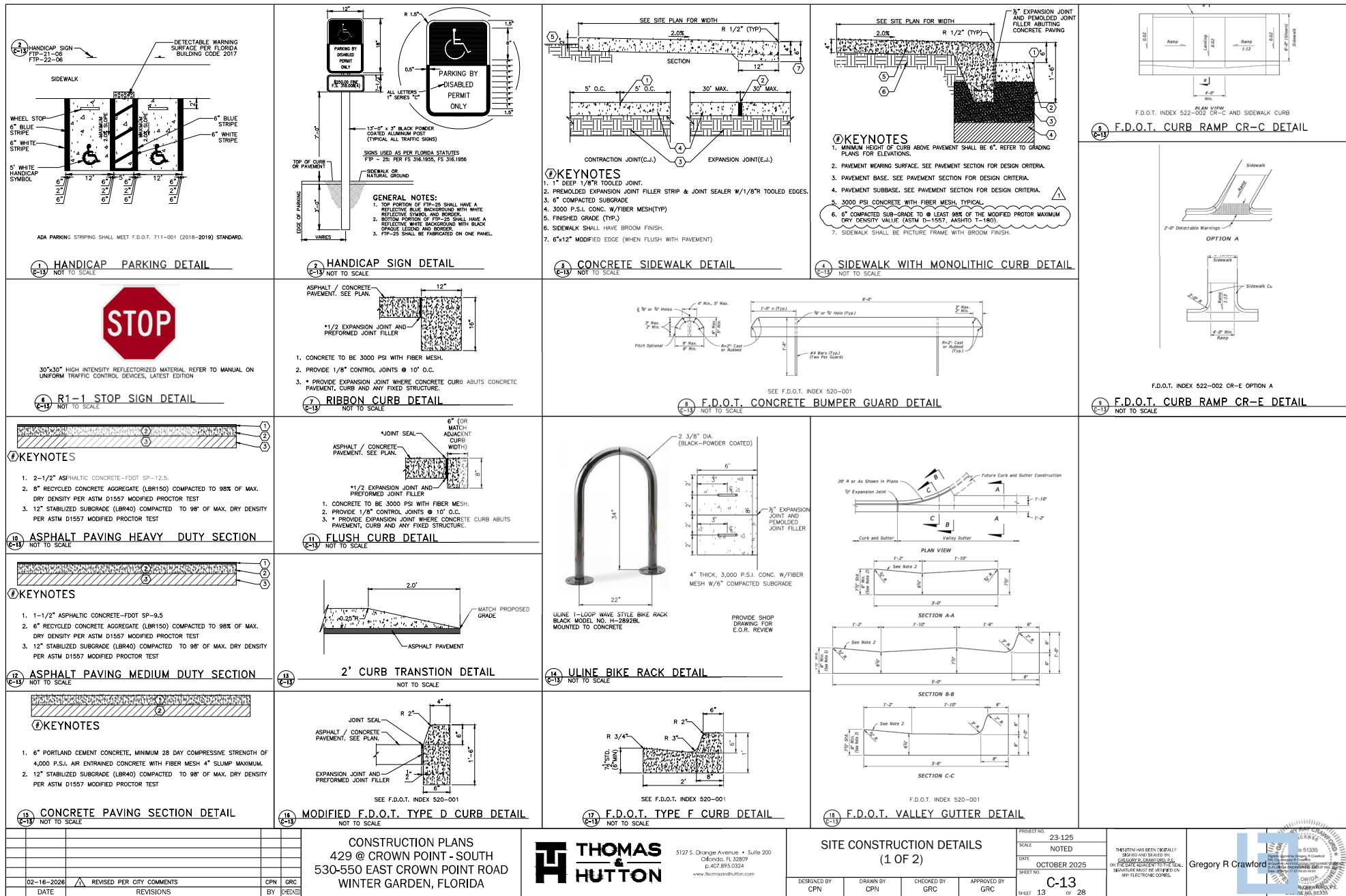
PROJECT NO. 23-125
 SCALE NOTED
 DATE OCTOBER 2025
 SHEET C-11 OF 28

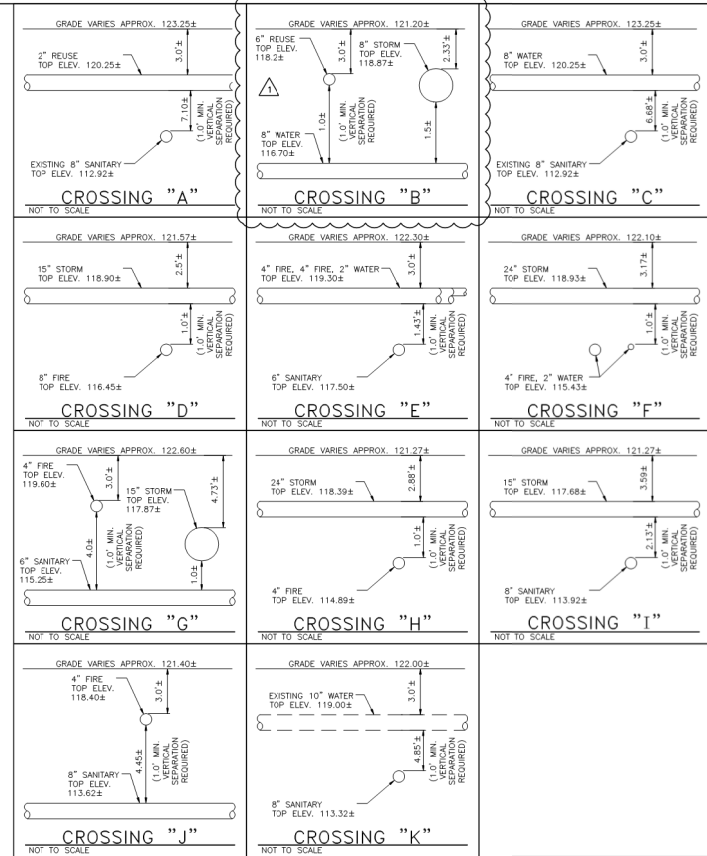
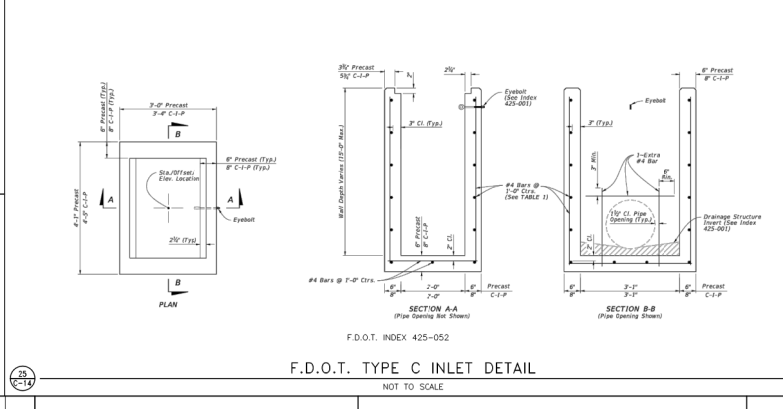
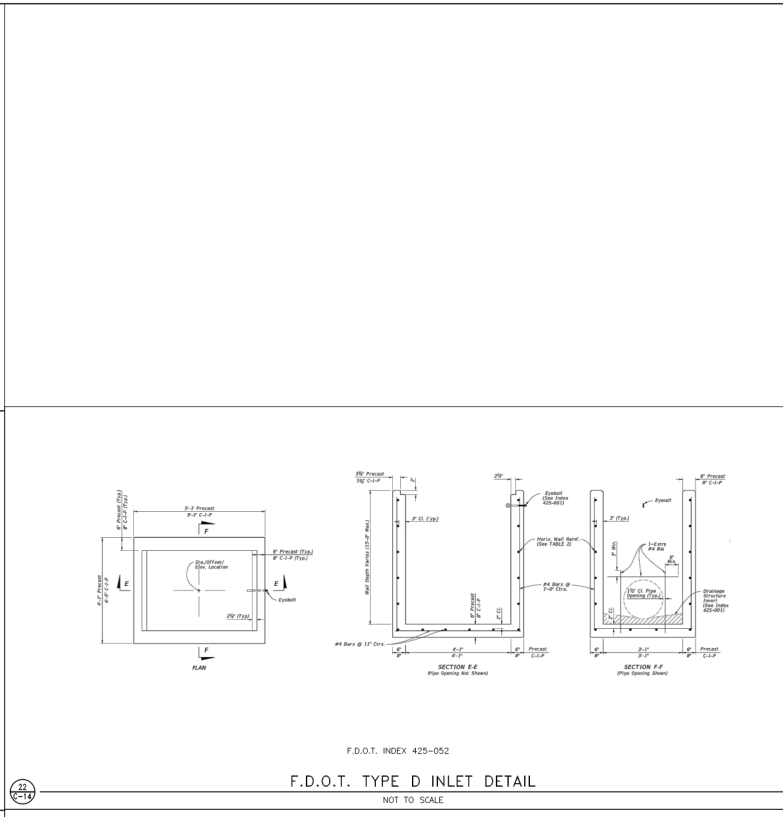
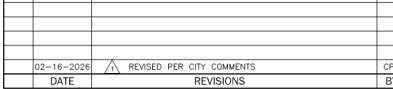
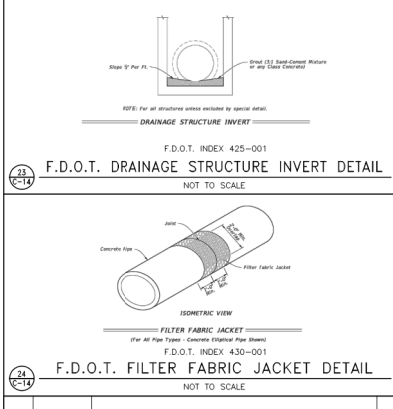
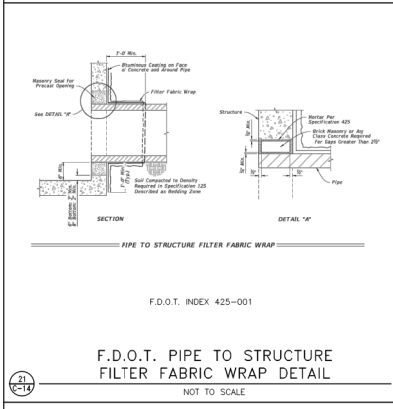
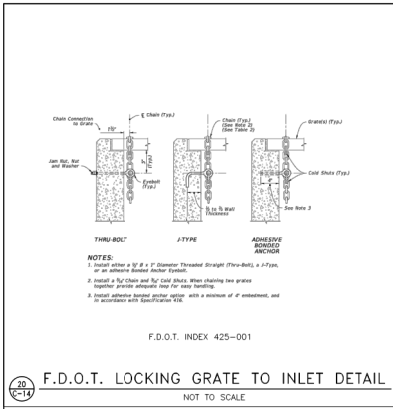
THIS ITEM HAS BEEN OFFICIALLY REVIEWED AND SEALED BY
 GREGORY R. CRAWFORD, P.E.
 CIVIL ENGINEER, STATE OF FLORIDA
 LICENSE NO. 51335
 ANY CHANGES MUST BE MADE TO THE ORIGINAL SET OF PLANS AND ALL
 E-MAILS MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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CONSTRUCTION PLANS 429 @ CROWN POINT - SOUTH 530-550 EAST CROWN POINT ROAD WINTER GARDEN, FLORIDA				THOMAS & HUTTON				CROSS SECTIONS (2 OF 2)				PROJECT NO. 23-125 SCALE NOTED DATE OCTOBER 2025 SHEET C-12 OF 28				DESIGNED BY CPN DRAWN BY CPN CHECKED BY GRC APPROVED BY GRC				THIS SYSTEM HAS BEEN OFFICIALLY REVIEWED AND SEALED BY GREGORY R. CRAWFORD, P.E. AS A PROFESSIONAL ENGINEER. ANY REVISIONS MUST BE VERIFIED ON ANY ELECTRONIC COPIES.				Gregory R Crawford				23-125 CrossSections.dwg			
02-16-2026				REVISOR				REVISIONS				DATE				BY				CPN				GRC				CHIC001			





UTILITY CROSSINGS
SEE SITE UTILITY PLAN, SHEET C-9

02-16-2026	REVISED PER CITY COMMENTS	CPN	GRC
DATE	REVISIONS	BY	CHECKED

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



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SITE CONSTRUCTION DETAILS (2 OF 2)			
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

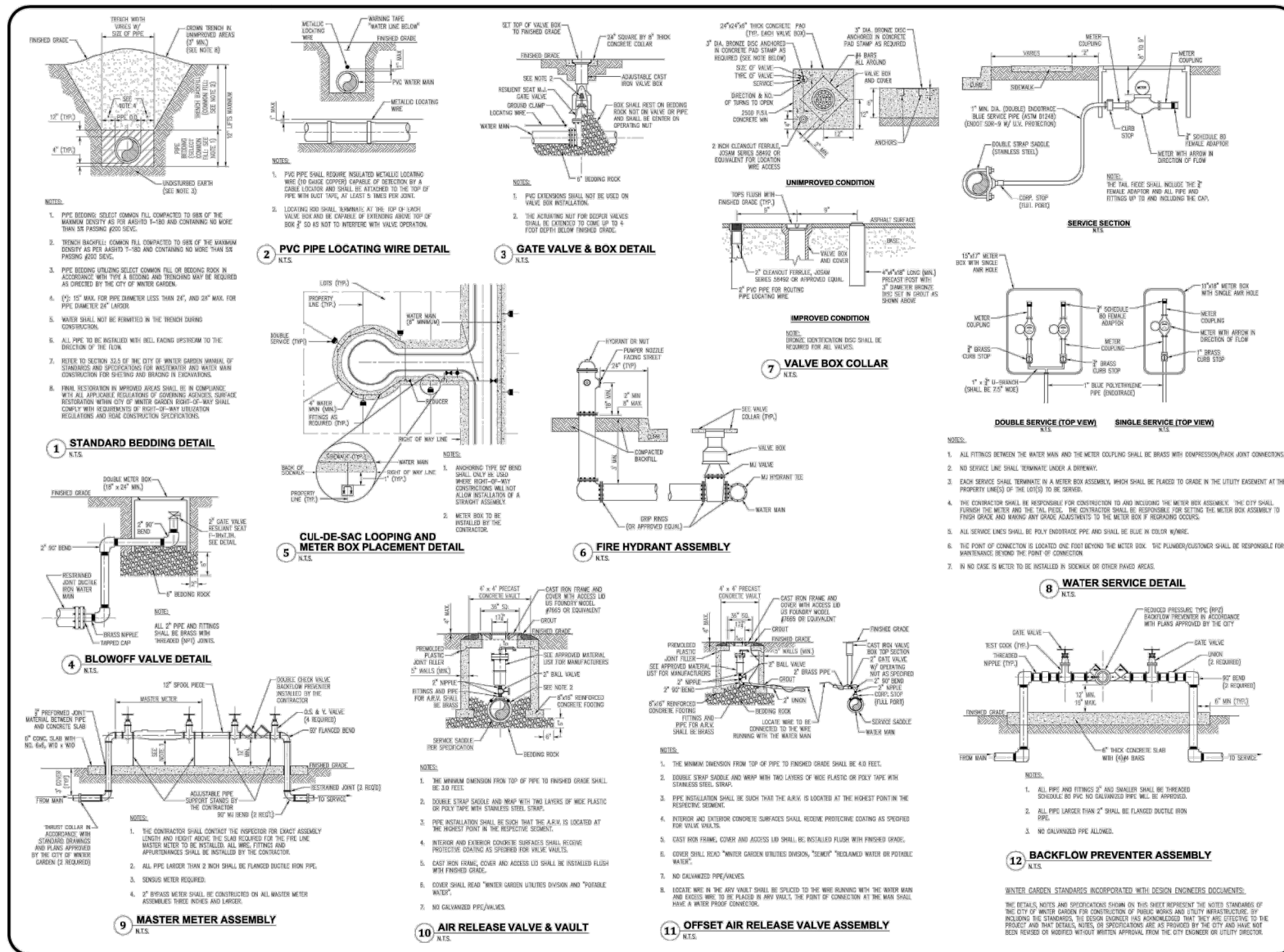
PROJECT NO.	23-125
SCALE	NOTED
DATE	OCTOBER 2025
SHEET NO.	C-14
SHEET	14 OF 28

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ON THE DATE SHOWN TO THE SEAL.
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23-125 FEG Detail Sheet.dwg



DATE	REVISION	BY	DESCRIPTION
01/14/14	1	CPN	DESIGN CHANGES
01/14/14	2	CPN	DESIGN CHANGES
01/14/14	3	CPN	DESIGN CHANGES

DATE	REVISION	BY	DESCRIPTION
01/14/14	1	CPN	DESIGN CHANGES
01/14/14	2	CPN	DESIGN CHANGES
01/14/14	3	CPN	DESIGN CHANGES

DATE	REVISION	BY	DESCRIPTION
01/14/14	1	CPN	DESIGN CHANGES
01/14/14	2	CPN	DESIGN CHANGES
01/14/14	3	CPN	DESIGN CHANGES

DATE	REVISION	BY	DESCRIPTION
01/14/14	1	CPN	DESIGN CHANGES
01/14/14	2	CPN	DESIGN CHANGES
01/14/14	3	CPN	DESIGN CHANGES

DATE	REVISION	BY	DESCRIPTION
02-16-2026	1	CPN	REVISED PER CITY COMMENTS
02-16-2026	2	CPN	REVISED PER CITY COMMENTS

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



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CITY OF WINTER GARDEN
POTABLE WATER DETAILS

DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY:

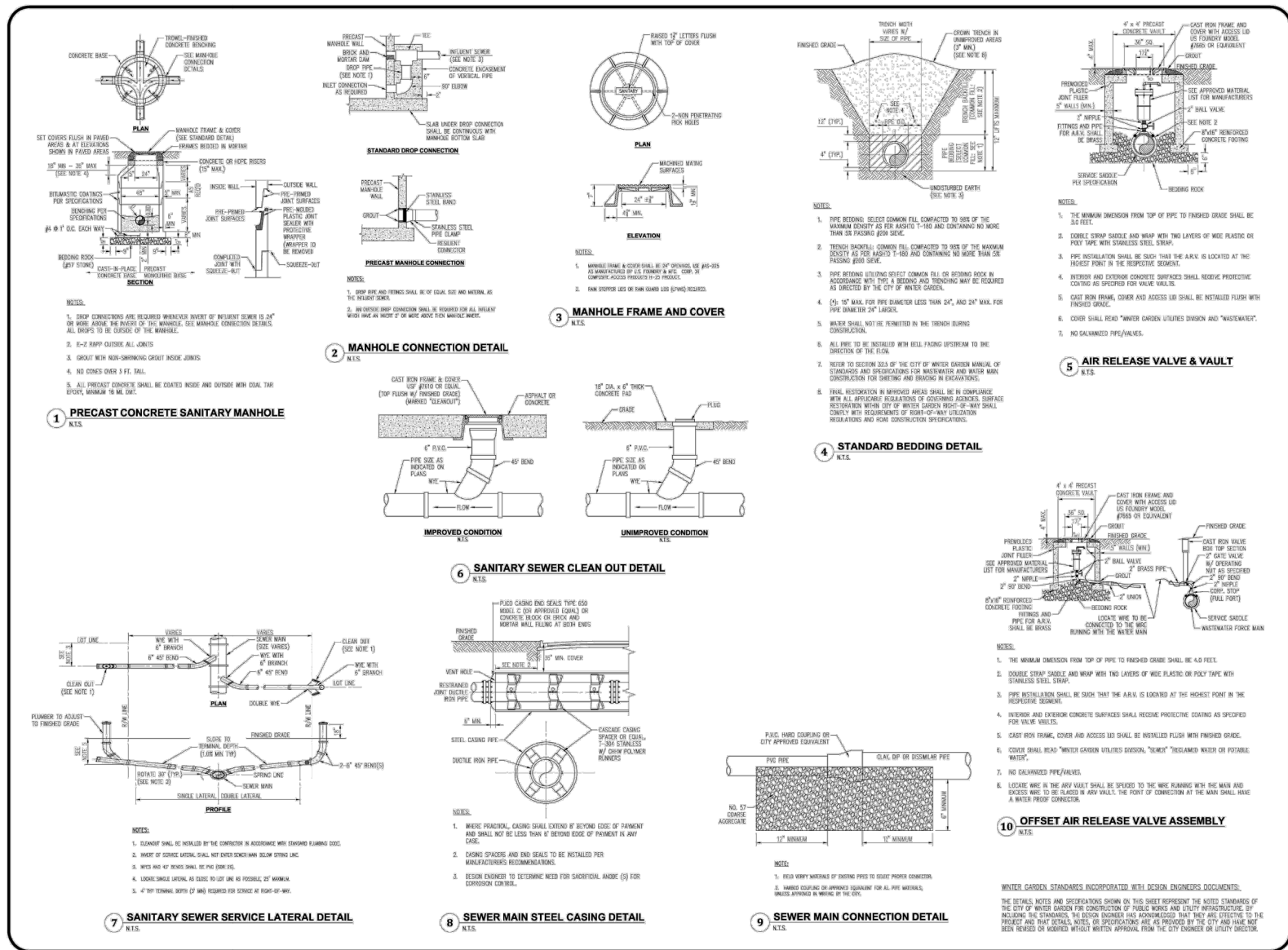
PROJECT NO.	23-125
SCALE	NONE
DATE	OCTOBER 2025
SHEET NO.	C-16
SHEET TOTAL	16 OF 28

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ON THE DATE OF OCTOBER 2025
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23-125 UtilityDetailsCityOfWinterGarden.dwg



CITY OF WINTER GARDEN, FLORIDA			
STANDARDS AND SPECIFICATIONS			
FOR UTILITY CONSTRUCTION			
DATE	REVISION	BY	NO.
01/14	Standard Manhole		1
01/14	Channel and Cover		2
01/14	Manhole and Cover		3
SHEET 3 OF 11			

DATE	REVISIONS	CPN	GRC
02-16-2026	REVISED PER CITY COMMENTS		
		BY	00000

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



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CITY OF WINTER GARDEN WASTEWATER SYSTEM DETAILS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
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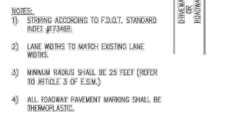
PROJECT NO.	23-125
SCALE	NONE
DATE	OCTOBER 2025
SHEET NO.	C-17
	17 OF 28

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ON THE DATE OF OCTOBER 2025
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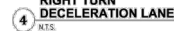
Gregory R Crawford



1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECTED TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE INSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. FIVE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (DHP, FOOT, SURVED, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
4. ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
5. STORM SYSTEM WILL BE CLEANED PRIOR TO BEING TIED.
6. THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, AND NPSW PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
7. ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
8. CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
9. ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPD SEAL. NO MORE THAN 15" WILL BE ALLOWED.
10. STORM SEWER PIPES SHALL MEET ASTM C70 & ASTM C30.
11. ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPD SEAL.



3 TYPICAL INTERSECTION



NOTE:
ALL ROADWAY PAVEMENT SHALL BE THERMOPLASTIC

**DIVIDED HIGHWAY
LEFT TURN STORAGE LANE**

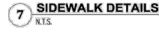


8 DETECTABLE WARNING DETAIL



WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THIS PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.





EXCEPT AS INDICATED BELOW FOR SHORT LENGTHS, EACH SECTION OF PIPELINE SHALL BE THOROUGHLY CLEANED WITH ONE POLYURETHANE FOAM PIG EACH TIME.

A CITY REPRESENTATIVE SHALL BE PRESENT AT THE TIME OF INSERTION AND EXIT OF THE POPS. LINES SHALL BE PIGGED AND/OR FLUSHED UNTIL THE WATER RUNS CLEAN AND IS APPROVED BY THE CITY REPRESENTATIVE. THE CITY REPRESENTATIVE SHALL BE GIVEN 48 HOURS MINIMUM NOTICE PRIOR TO PIGGING OR FLUSHING.

ON SHORT LENGTHS OF PIPELINE (100' MAX) CLEANING MAY BE ACCOMPLISHED BY FLUSHING WITH WATER AT A MINIMUM VELOCITY OF 2.5 FEET PER SECOND. WATER REQUIRED FOR TESTING AND CLEANING SHALL BE SUPPLIED BY THE CITY AT THE CONTRACTOR'S EXPENSE. WATER SHALL BE FROM A POTABLE SOURCE SATISFACTORY TO THE CITY.

- NOTES:
1. REDUCER TO BE NEW MAIN SIZE PLUS 2" LARGER.
 2. WHY TO BE PLUGGED AND RESTRAINED AT THE END OF PIGGING.
 3. AT THE END OF THE EXERCISE, ALL CORROSIONS TO BE REMOVED AND CORROSION PLUGS TO BE INSTALLED.
 4. SAMPLE POINT TO BE LOCATED AFTER BLOWFLOW PREVENTER.
 5. ALL MATERIALS, PIPE, AND FITTINGS SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS.
 6. INITIAL REDUCER WITH PIG INSIDE. ONLY ONE PIG WILL BE ALLOWED TO BE RUN THROUGH THE MAIN AT A TIME. PIG EXTENSION CAP MAY BE REQUIRED.
 7. PIGGING PROCEDURE TO BE PERFORMED AT LEAST TWICE.

1 PIPE PIGGING DETAIL
N.T.S.

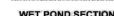


5 PAVEMENT RESTORATION DETAIL



2. FOR ADDITIONAL DETAILS NOT SHOWN SEE "DRAINAGE SEWER MANHOLE STANDARD."
3. AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF EXISTING SEWER DURING INSTALLATION OF MANHOLE.

2 GRAVITY SEWER DOGHOUSE MANHOLE
N.T.S.



4 POND SECTIONS
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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7 DUMPSTER LAYOUT DETAIL
N.T.S.

[illegible]

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



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CITY OF WINTER GARDEN
MISCELLANEOUS DETAILS

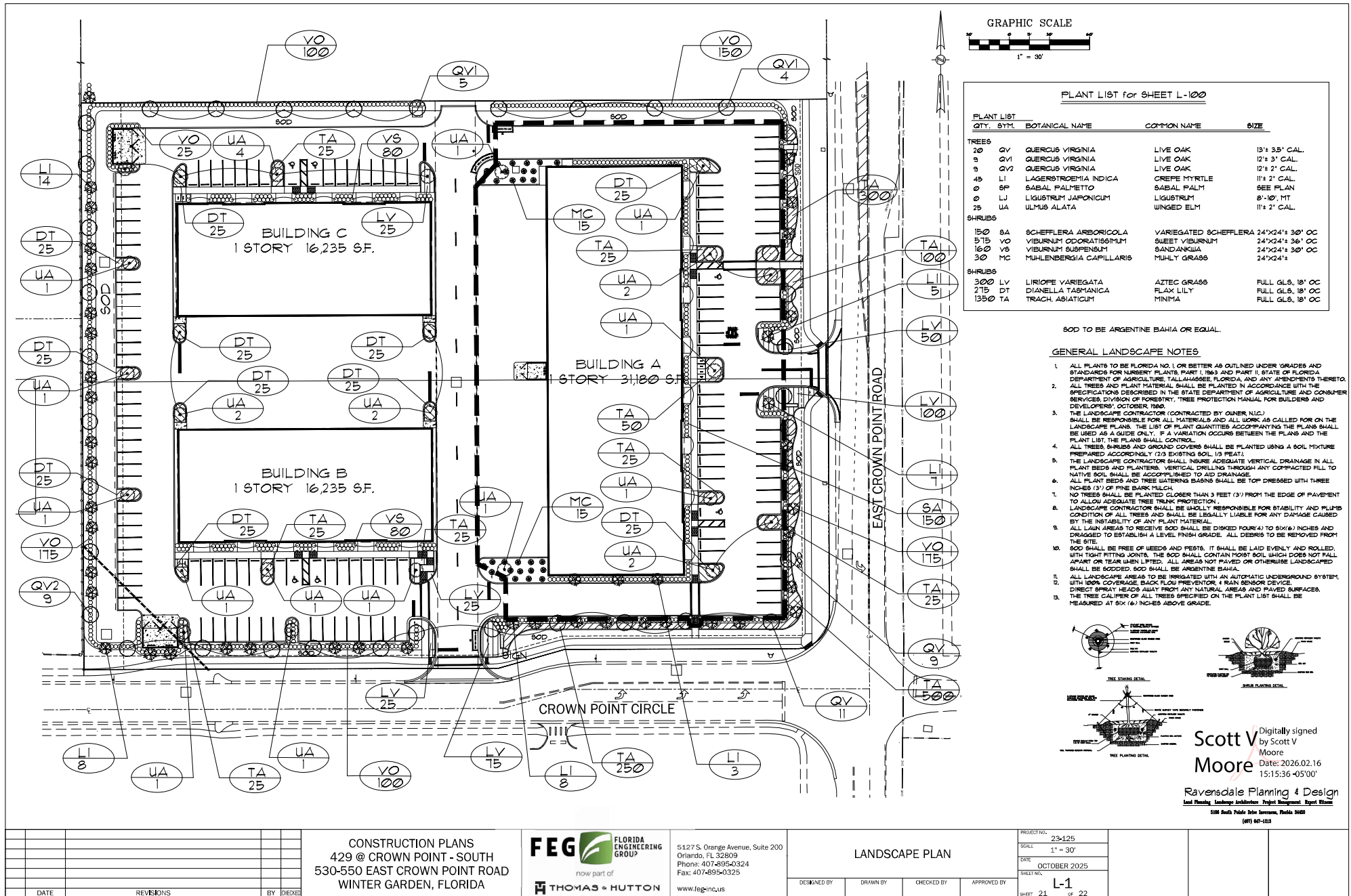
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
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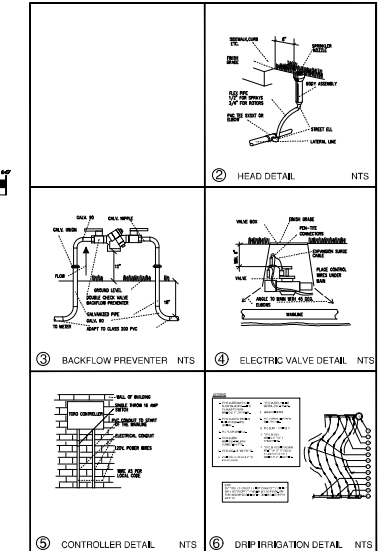
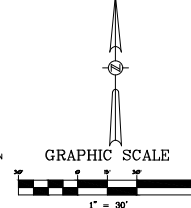
PROJECT NO.	23-125
SCALE	NONE
DATE	OCTOBER 2023
SHEET NO.	C-20
SHEET 20	OF 28

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GREGORY R. CRAWFORD, P.E.
ON THE DATE ADJACENT TO THE S
SIGNATURE MUST BE VERIFIED
ANY ELECTRONIC COPIES.

Gregory R Crawford







- [illegible]

NOTE: MODEL NOS. SHOWN REFLECT TOTO SFR INLER HEADS.
ANY HEADS OF EQUAL QUALITY MAY BE USED WITH THE
APPROVAL OF THE OWNER. CONTRACTOR TO SIZE ALL
LATERAL LINES AND INSURE THE PERFORMANCE OF ALL HEADS.

ALL ZONES ARE DRIP

Digitally signed
by Scott V
Moore
Date: 2026.02.16
12:16:53 -05'00'

Ravensdale Planning & Design
Lead Planner | Landscape Architect | Project Manager | Report Writer
5100 South Palmetto Drive, Jacksonville, Florida 32250
(904) 847-3233

[illegible]

CONSTRUCTION PLANS
429 @ CROWN POINT - SOUTH
530-550 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

IRRIGATION PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
-------------	----------	------------	-------------

PROJECT NO.	23-125
SCALE	1" = 30'
DATE	OCTOBER 2025
SHEET NO.	L-2
SHEET	22 OF 22

MATERIALS

- | | | | |
|--|--------------------------|--|---|
| 1.  | PT-01 SW-7000 IBIS WHITE | 4.  | PT-04 SW-7076 CYBERSPACE |
| 2.  | PT-02 SW-7065 ARGOS | 5.  | BLACK - STOREFRONT AND CANOPIES |
| 3.  | PT-03 SW- 7060 CITYSCAPE | 6.  | THIN BRICK - COMPANY - GLEN GERY
BRICK NAME - CLOUDSCAPE |



3 SOUTH ELEVATION

3/32" = 1'-0"



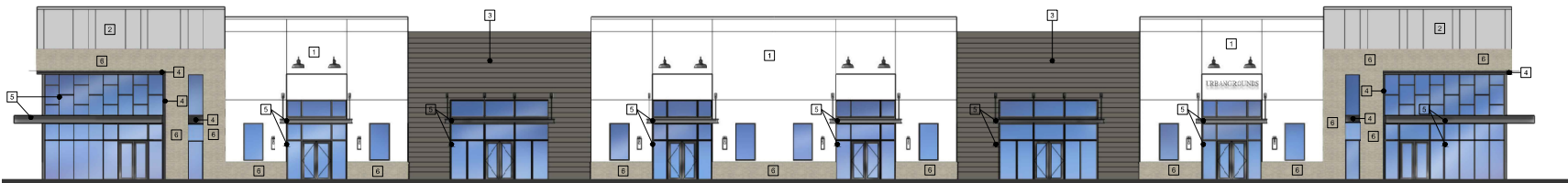
4 NORTH ELEVATION

3/32" = 1'-0"



2 WEST ELEVATION

3/32" = 1'-0"



1 EAST ELEVATION

3/32" = 1'-0"

ACi
ARCHITECTURE
redefined

ASSOCIATED CONSULTING INTERNATIONAL, INC.
QUALIFIERS NAME: LAWRENCE H. ADAMS, JR.
QUALIFIER LICENSE NUMBER: AR00007978
955 N. PENNSYLVANIA AVENUE
WINTER PARK, FLORIDA 32789 USA
PHONE: (407) 740-9400
WWW.ACISTUDIOS.COM

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CROWN PT PAD 3
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

NOT FOR CONSTRUCTION

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FLORIDA REGISTRATION AR0017561
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ADDENDUM / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: OCTOBER 30, 2025
ISSUE: 90% CD
PROJECT MGR: SW
PROJECT NO.: 2512

SHEET NAME:
COLORED ELEVATIONS

SHEET NUMBER:
A8.10

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1. PT-01 SW-6920 CENTER STAGE
2. PT-02 SW-7065 ARGOS
3. PT-03 SW- 7060 CITYSCAPE
4. MATCH PT-03 STOREFRONT AND CANOPIES



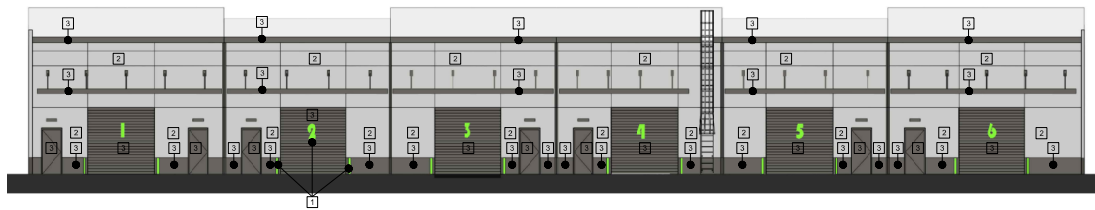
3 WEST ELEVATION

3/32" = 1'-0"



4 EAST ELEVATION

3/32" = 1'-0"



2 NORTH ELEVATION

3/32" = 1'-0"



1 SOUTH ELEVATION

3/32" = 1'-0"

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ARCHITECTURE
redefined

ASSOCIATED CONSULTING INTERNATIONAL, INC.
QUALIFIERS NAME: LAWRENCE H. ADAMS, JR.
QUALIFIER LICENSE NUMBER: A00007978
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WINTER PARK, FLORIDA 32789 USA
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429 at Crown Point
530 CROWN PT BUILDING B
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

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FLORIDA REGISTRATION A00017561
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ADDENDUM / REVISIONS		
NO.	DATE	DESCRIPTION

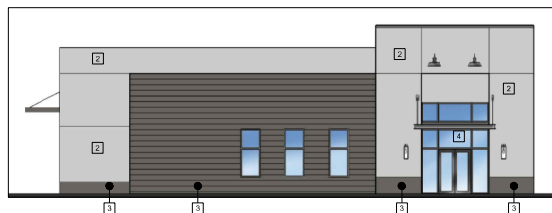
DATE: OCTOBER 30, 2025
ISSUE: 90% CD
PROJECT MGR: SW
PROJECT NO.: 2512

SHEET NAME:
COLORED ELEVATIONS

SHEET NUMBER:
A8.10

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1. PT-01 SW-6920 CENTER STAGE
2. PT-02 SW-7065 ARGOS
3. PT-03 SW- 7060 CITYSCAPE
4. MATCH PT-03 STOREFRONT AND CANOPIES
5. PT-04 SW- 6135 ECRU



4 EAST ELEVATION

3/32" = 1'-0"



3 WEST ELEVATION

3/32" = 1'-0"



2 SOUTH ELEVATION

3/32" = 1'-0"



1 NORTH ELEVATION

3/32" = 1'-0"

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530 CROWN PT BUILDING C
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

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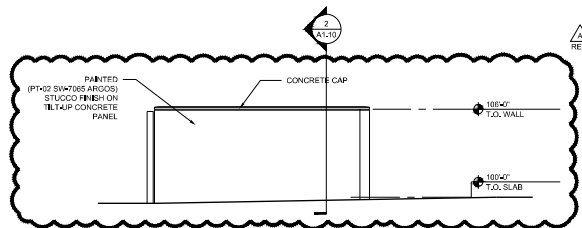
ADDENDUM / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: OCTOBER 30, 2025
ISSUE: 90% CD
PROJECT MGR: SW
PROJECT NO.: 2512

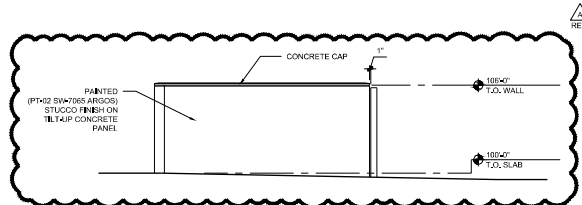
SHEET NAME:
COLORED ELEVATIONS

SHEET NUMBER:
A8.10

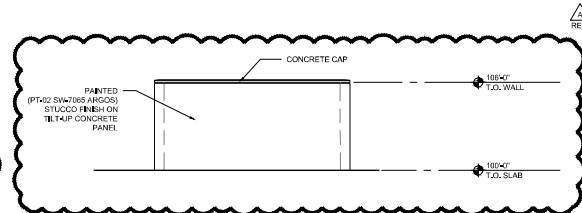
© Copyright 2025 ACi, Inc.



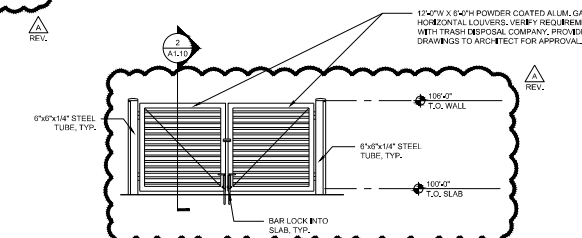
7 LEFT ELEVATION



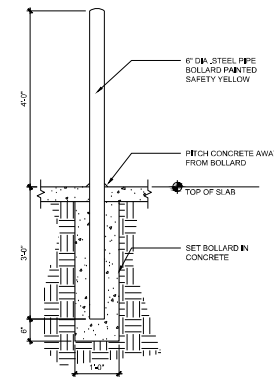
6 RIGHT ELEVATION 1/4" = 1'-0"



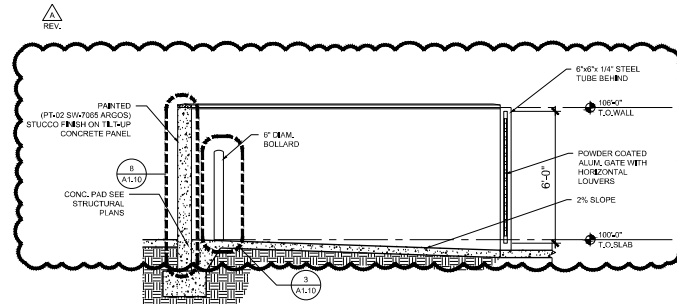
5 BACK ELEVATION



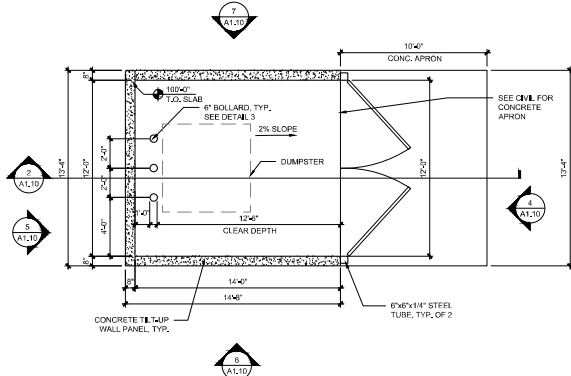
4 FRONT ELEVATION



3 BOLLARD SECTION 3/4" = 1'-0"

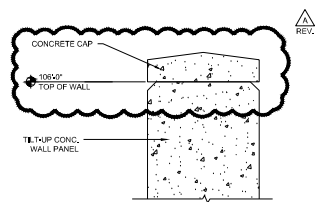


2 BUILDING SECTION 3/8" = 1'-0"

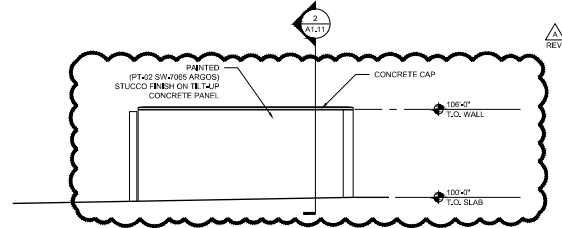


1 FLOOR PLAN 1/4" = 1'

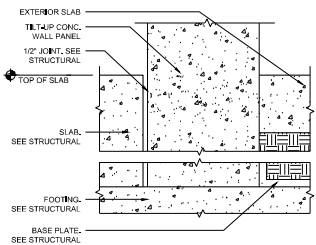
DATE: DECEMBER 22, 2025
ISSUE: PERMIT SET
PROJECT MGR: SW
PROJECT NO.: 2512



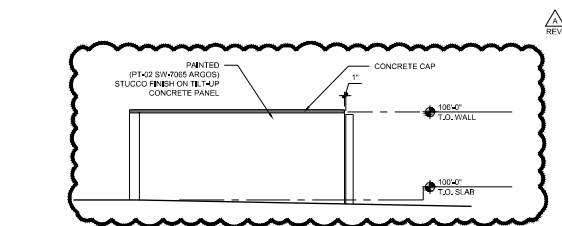
10 ENCLOSURE WALL CAP
3/4" = 1'-0"



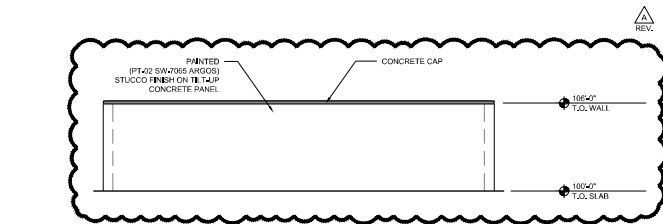
7 LEFT ELEVATION
1/4" = 1'-0"



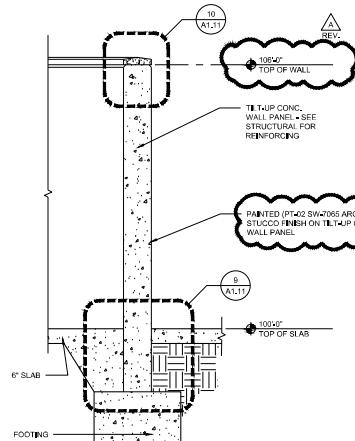
9 WALL AT GRADE
3/4" = 1'-0"



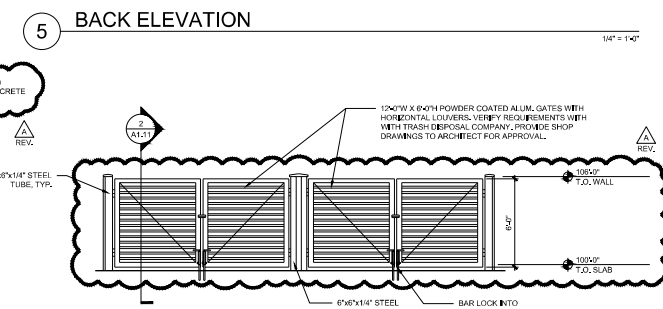
6 RIGHT ELEVATION
1/4" = 1'-0"



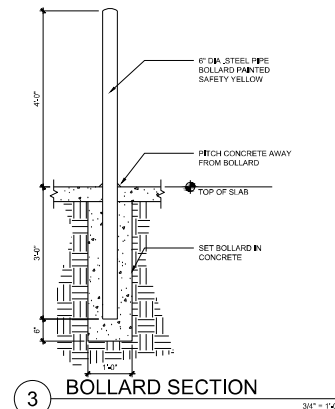
5 BACK ELEVATION
1/4" = 1'-0"



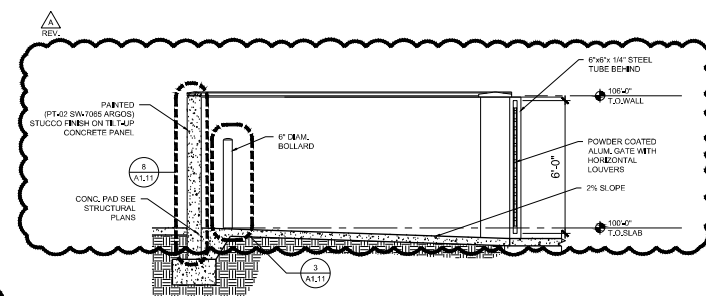
8 WALL SECTION
3/4" = 1'-0"



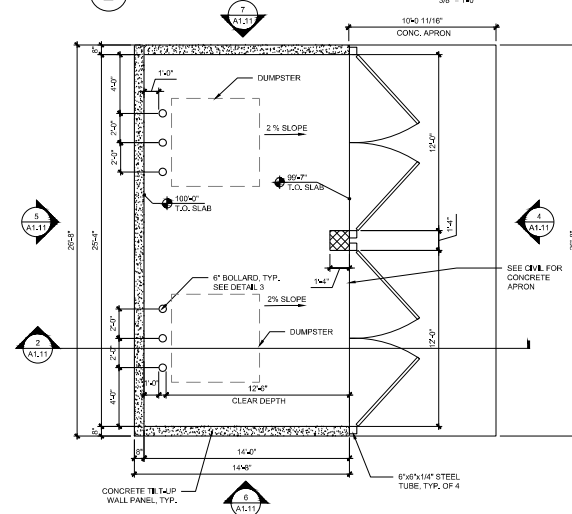
4 FRONT ELEVATION
1/4" = 1'-0"



3 BOLLARD SECTION
3/4" = 1'-0"



2 BUILDING SECTION
3/8" = 1'-0"



1 FLOOR PLAN
1/4" = 1'-0"

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429 at Crown Point
530 CROWN PT BUILDING A
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

STATE OF FLORIDA
SCOTT CHARLES WEBBER
FLORIDA REGISTRATION AR0017591
REGISTERED ARCHITECT

ADDENDUM / REVISIONS		
NO.	DATE	DESCRIPTION
1	04/13/2020	COUNTY COMMENTS

DATE: DECEMBER 22, 2025
ISSUE: PERMIT SET
PROJECT MGR: SW
PROJECT NO.: 2512

SHEET NAME:
TRASH ENCLOSURE
PLANS & DETAILS
TYPE 2

SHEET NUMBER:
A1.11

1.		PT-01 SW-7000 IBIS WHITE	4.		PT-04 SW-7076 CYBERSPACE
2.		PT-02 SW-7065 ARGOS	5.		BLACK - STOREFRONT AND CANOPIES
3.		PT-03 SW- 7060 CITYSCAPE	6.		THIN BRICK - COMPANY - GLEN GERY BRICK NAME - CLOUDSCAPE



3 SOUTH ELEVATION

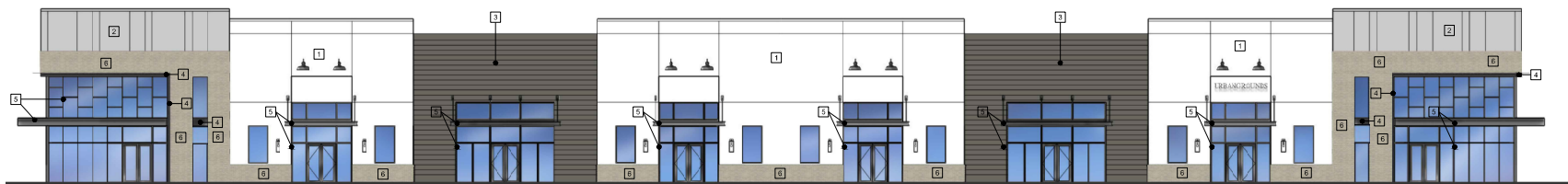
302° = 150°



4 NORTH ELEVATION

 $3/32" = 1'$ 

2 WEST ELEVATION

$$3/32^* = 1.$$


1 EAST ELEVATION

3/32" = 1'



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REC 1125L44
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DESIGNED AND SEALED BY THE ARCHITECT OR ENGINEER OF
RECORD CONTAIN A STATEMENT THAT, TO THE BEST OF THE
ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND
SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM
BUILDING CODES AND THE APPLICABLE FIRE-SAFETY
STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN
ACCORDANCE WITH THIS SECTION AND CHAPTER 603,
FLORIDA STATUTES.

CROWN PT PAD 3
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

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FLORIDA REGISTRATION AR0017591
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[illegible]

DATE: OCTOBER 30, 2021
ISSUE: 90% C
PROJECT MGR: S
PROJECT NO.: 251

SHEET NAME:
COLORED ELEVATIONS

SHEET NUMBER:

A8.10

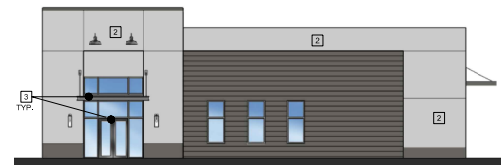
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1. PT-01 SW-6920 CENTER STAGE
2. PT-02 SW-7065 ARGOS
3. PT-03 SW- 7060 CITYSCAPE
4. MATCH PT-03 STOREFRONT AND CANOPIES



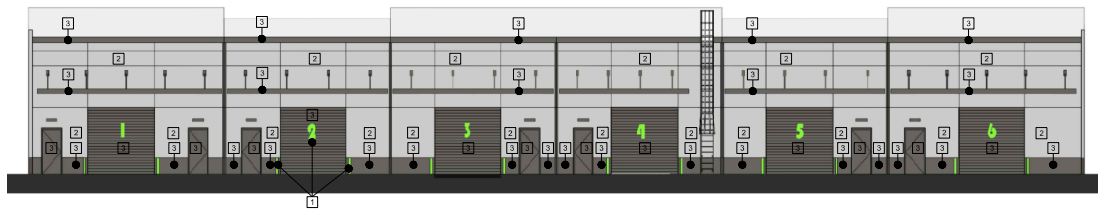
3 WEST ELEVATION

3/32" = 1'-0"



4 EAST ELEVATION

3/32" = 1'-0"



2 NORTH ELEVATION

3/32" = 1'-0"



1 SOUTH ELEVATION

3/32" = 1'-0"

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QUALIFIERS NAME: LAWRENCE H. ADAMS, JR.
QUALIFIER LICENSE NUMBER: A00007978
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WINTER PARK, FLORIDA 32789 USA
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429 at Crown Point
530 CROWN PT BUILDING B
CROWN PT BUSINESS PARK
WINTER GARDEN, FLORIDA

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ADDENDUM / REVISIONS

NO.	DATE	DESCRIPTION

DATE: OCTOBER 30, 2025
ISSUE: 90% CD
PROJECT MGR: SW
PROJECT NO.: 2512

SHEET NAME:
COLORED ELEVATIONS

SHEET NUMBER:
A8.10

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-

$$3/32'' = 1'-0''$$


332° = 1° 40'



 $3.32^\circ = 1.40^\circ$ 

 $332^\circ = 1^\circ 0'$

DATE: OCTOBER 30, 2021
ISSUE: 90% C
PROJECT MGR: SW
PROJECT NO.: 251

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

City of Winter Garden
Attn: City Clerk
300 West Plant Street
Winter Garden, Florida 34787

Parcel Identification # 13-22-27-0895-00-070
13-22-27-0895-00-080

TRAFFIC IMPROVEMENTS FAIR SHARE AGREEMENT
(429@Crown)

THIS TRAFFIC IMPROVEMENTS FAIR SHARE AGREEMENT, hereinafter referred to as the "Agreement," is made this 16th day of JULY, 2026, by and between the **City of Winter Garden**, a Florida municipal corporation, hereinafter referred to as the "City"; and **Crown 429, LLC**, whose address is P.O. Box 429 Polk City, FL 33868-0429, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner and developer of that certain approximately 5.34 +/- acres real property located at 530 & 550 East Crown Point Road in Winter Garden, Orange County, Florida, having Orange County Tax Parcel Identification Numbers 13-22-27-0895-00-070 and 13-22-27-0895-00-080, and legally described as Lots 7 & 8, Britt Business Center North Phase 2, according to the plat thereof recorded at Plat Book 56, Page 110, Public Records of Orange County, Florida (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Subject Property is currently zoned PCD pursuant to City of Winter Garden Ordinance 25-37 as known as the 429 at Crown PCD ("PCD"); and

WHEREAS, the Developer desires to develop the Subject Property consistent with the PCD with three (3) commercial office/flex warehouse buildings totaling 63,650 square feet (the "Project"); and

WHEREAS, development of the Project remains subject to certain approvals by the City, including, but not limited to, site plan, issuance of building permits, certificates of completion and certificates of occupancy; and

WHEREAS, the impact of such a development on public roads will be significant given the traffic generated by the users of the Project; and

WHEREAS, development of the Subject Property at the intensity and configuration proposed requires the Developer to perform certain obligations and provide for certain impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, and otherwise address the impacts generated by the Project; and

WHEREAS, Developer acknowledges that there are inadequate public road facilities and infrastructure existing at this time to adequately serve the Project and, therefore, the Developer will need to provide certain public road facilities and infrastructure for the Subject Property, perform certain obligations and provide for certain impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, regulations and policies; and

WHEREAS, the Developer acknowledges that construction of the improvements and obligations required herein, which are necessary to serve the Subject Property, will be of direct benefit to the Developer and the Subject Property; and

WHEREAS, in light of the foregoing, the Developer is willing to pay a proportionate fair-share of the cost of planning, designing, permitting and constructing the required roadway and traffic signal improvements; and

WHEREAS, the City has identified the need for certain traffic signal improvements in order to accommodate Developer's development of the Subject; and

WHEREAS, the City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the Developer's payment of a proportionate fair-share of traffic signal improvements and other matters as provided for herein.

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

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement. Any and all exhibits referred to in this Agreement are incorporated herein as material provisions of this Agreement.

2. **Intersection Improvements.** In order to support the development of the Project on the Subject Property and other new development in the area, it is necessary to design and construct a widened intersection at the intersection of East Crown Point Road & Crown Park Circle/Palm Drive to include either a traffic signal or a four-way stop (hereinafter collectively referred to as the "Intersection Improvements"). The Intersection Improvements will address safety and capacity concerns that exist for current traffic and which will deteriorate as new development occurs in the area, including the development of the Subject Property.

3. **Intersection Improvements Fair Share.** The costs of the design, engineering, permitting, installation, construction, provision and completion of the Intersection Improvements shall be borne by the Subject Property in its proportionate fair share, which the Developer and City agree is **1.3%**. Based on engineer's estimates, City and Developer agree that Developer's fair share allocation is **SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00)** ("Intersection Fair Share Payment"), which represents **1.3%** of the total \$6,000,000 estimated cost of the design, engineering, permitting, installation, construction, provision and completion of the

Intersection Improvements, adjusted up for estimated future inflation to the intended commencement date of the Intersection Improvements. Developer acknowledges and agrees that the Intersection Improvements provide a direct benefit to the Subject Property and that Developer will pay the Intersection Fair Share Payment to the City. Developer and the Subject Property shall not receive any impact fee credits for the Intersection Fair Share Payment. The Intersection Fair Share Payment shall be due prior to the issuance of any certificates of occupancy for any building or structure on the Subject Property. Provided, however, the Developer shall have the option of paying three installment payments in an amount each being 1/3rd of the Intersection Fair Share Payment due prior to each of the three certificates of occupancies for the three buildings to be constructed upon the Subject Property. Developer agrees that the City may withhold certificates of occupancy related to the Subject Property until the Intersection Fair Share Payment is made. In the event the Intersection Fair Share Payment is not timely made (even if by oversight of the City), interest of ten percent (10%) per annum shall accrue in favor of the City on the Intersection Fair Share Payment, or any portion thereof outstanding.

4. Turn Lane Improvements.

(a) 570 590 East Crown Point Rd LLC ("East Crown") is the owner and developer of that certain approximately 5.36 +/- acres real property located at 570 & 590 East Crown Point Road in Winter Garden, Orange County, Florida, having Orange County Tax Parcel Identification Numbers 13-22-27-0895-00-100 and 13-22-27 0895-00-090, and legally described as Lots 9 & 10, Britt Business Center North Phase 2, according to the plat thereof recorded at Plat Book 56, Page 110, Public Records of Orange County, Florida (hereinafter referred to as "East Crown Property"). Armstrong Commercial Holdings LLC ("Armstrong") is the owner and developer of that certain approximately 5.29 +/- acres real property located at 610 and 630 East Crown Point Road in Winter Garden, Orange County, Florida, having Orange County Tax Parcel Identification Numbers 13-22-27-0895-00-110 and 13-22-27-0895-00-120, and legally described as Lots 11 and 12, Britt Business Center North Phase 2, according to the plat thereof recorded at Plat Book 56, Page 110, Public Records of Orange County, Florida (hereinafter referred to as "Armstrong Property").

(b) In order to support the development of the Project on the Subject Property and the development of the East Crown Property and Armstrong Property, it is necessary to design and construct a new turn lane (middle access) on East Crown Point Road (hereinafter collectively referred to as the "Turn Lane Improvements"). The Developer acknowledges and agrees that the Turn Lane Improvements provide a direct benefit to the Subject Property and are necessary to support the Project. The Developer has requested to defer the completion of the Turn Lane Improvements until a building permit is sought or needed for the development of either the East Crown Property or Armstrong Property and Developer has agreed to accept the risk of coordinating the cost sharing and completion of the Turn Lane Improvements with East Crown and Armstrong.

The Developer shall cause the design, permitting and construction of the Turn Lane Improvement to occur prior to either the East Crown Property or Armstrong Property receiving a building permit for any structure upon such properties. One hundred percent of costs of design, engineering, permitting, construction, provision and completion of the Turn Lane Improvements shall be borne by the Subject Property, the East Crown Property and Armstrong Property. Subject

Property, East Crown Property and Armstrong Property shall not receive any impact fee credits for the Turn Lane Improvements. Developer shall indemnify, defend and hold harmless the City from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the design, permitting, construction or completion of the Turn Lane Improvements, the Developer's failure to timely complete such improvements, any disputes with East Crown or Armstrong regarding cost-sharing, and the risks that Developer assumes pursuant to this Paragraph.

Prior to the issuance of a certificate of occupancy for any structure upon the Subject Property, the Developer shall use commercially reasonable efforts to cause East Crown and Armstrong to execute an agreement with the City and Developer having East Crown and Armstrong agree to make commitments for the funding and construction of the Turn Lane Improvements and agreeing that no building permits or certificate of occupancy will be issued for the East Crown Property or Armstrong Property unless and until the Turn Lane Improvements are funded and constructed ("Turn Lane Agreement"). If Developer does not cause the Turn Lane Agreement to occur by Developer's need to obtain a certificate of occupancy for the Subject Property, as an alternative to holding certificate of occupancy for the Subject Property the City may allow the Developer to make a fair share contribution for the Turn Lane Improvements equal to 1/3rd of 115% of the estimated cost to fund the design, permitting and construction cost of the Turn Lane Improvements to ensure that the Turn Lane Improvements will be constructed.

The design plans and specifications for the Turn Lane Improvements shall be subject to the City's prior written approval, and construction shall comply with all applicable City standards. The City shall have the right to inspect the Turn Lane Improvements during and upon completion of construction.

5. **No Third-Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Agreement, any right, remedy, or claim with respect to this Agreement.

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

7. **Notices**. Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Developer at the following addresses, or at such other addresses designated in writing by the party to receive notice:

City: Jon C. Williams, City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Telecopy: (407) 656-4952
Email: jwilliams@cwgd.com

With a copy to: Daniel W. Langley, City Attorney

City of Winter Garden
Fishback Dominick LLP
1947 Lee Road
Winter Park, Florida 32789
Telecopy: (407) 262-8402
Email dlanglely@fishbacklaw.com

Developer: Crown 429 LLC
Gary Boyer
P.O. Box 429
Polk City, Florida 33868
Email: gmboyer@boyerbuildingcorp.com

Notices shall be either: (i) personally delivered (including delivery by Federal Express, UPS or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

8. **Attorney's Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own attorney's fees and litigation costs, except as otherwise expressly allowed in this Agreement.

9. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

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

11. **Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Developer shall be and remain liable for performance of the obligations under this Agreement until such time as a written release is obtained from the City, in the City's sole discretion. Excluding the City, all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this

Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

12. **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Subject Property and Project shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Developer's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

13. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall run with the Subject Property and the rights and obligations under this Agreement shall benefit, burden and be binding upon the parties hereto and their successors in interest and assigns. In the event Developer fails to pay the monies, dedicates the lands so required by this Agreement, or otherwise fails to meet Developer's obligations under this Agreement, no further development (including without limitation the issuance of permits, review of applications, or construction) of the Subject Property shall continue until such obligations are met.

14. **Effective Date.** This Agreement shall become effective upon execution by all parties (the "Effective Date").

15. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given sixty (60) days to cure such violation upon receipt of written notice of the violation from a non-violating party; provided, however, that the cure period for any failure to make a monetary payment required under this Agreement shall be fifteen (15) days from receipt of written notice. In the event such violation is not cured within said period, the City or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of, and revoke, certificates of completion, certificates of occupancy or building permits associated with the Subject Property and Project in the event Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Developer fails to

timely make payment of the amounts due under this Agreement, the City may record a Notice of Lien against the Subject Property in an amount equal to the amounts owed to the City by Developer plus accrued interests. A copy of such Notice of Lien shall also be delivered to Developer in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property and the lien may be foreclosed upon for the benefit of the City any time after sixty (60) days after the Notice of Lien has been recorded in the public records. The City may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor statute or other statute providing for lien foreclosure procedures. Amounts past due shall accrue interest in favor of the City at the rate of ten percent (10%) per annum. The Developer may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of ten percent (10%) per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

16. **Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the Developer.

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

18. **Recording.** The City shall record this Agreement with the cost thereof to be borne by the Developer.

19. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

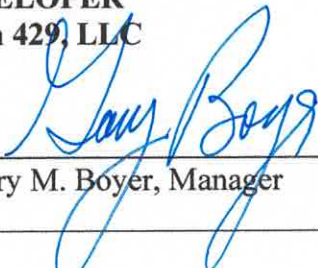
20. **Informed Execution.** This Agreement is entered into voluntarily by the Developer without duress and after full review, evaluation and consideration by the Developer. Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

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

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

23. **Independent Parties.** City and Developer are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the City or Developer to represent or bind the any other party to matters not expressly authorized or provided in this Agreement.

AGREED to by the City Commission of the City of Winter Garden, Florida, a Florida municipality and the Developer on the date first written above.

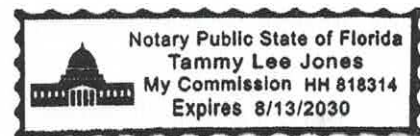
ATTEST: By: _____ Ronisha Martin, City Clerk  Witness Print Name: <u>DIANA PALACIOS</u> Witness Address: <u>435 FOLGER RD</u> <u>DAVENPORT, FL 33837</u> Witness Print Name: <u>NORAN KENNEDY</u> Witness Address: <u>1610 GREENVIEW CT</u>	"CITY" CITY OF WINTER GARDEN, FLORIDA By: _____ John Rees, Mayor "DEVELOPER" Crown 429, LLC  By: _____ Gary M. Boyer, Manager
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S:\AKA\CLIENTS\Winter Garden\429 at Crown Point South W500-28502\Traffic Signal Fair Share Agreement 7-14-2026.docx

STATE OF FLORIDA
COUNTY OF POK

The foregoing instrument was executed and acknowledged before me ☒ by means of physical presence ☐ or online notarization on this 16th July, 2026 by Gary M. Boyer as manager for **Crown 429, LLC**, on its behalf. He (check one) ☒ is personally known to me, or ☐ has produced a valid driver's license as identification.


Notary Public, State and County Aforesaid
Name: Tammy L. Jones
My Commission Expires: 08/13/2030
My Commission Number is HH818314



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: July 16, 2025 **Meeting Date:** July 23, 2026

Subject: **Winter Garden Police Department's National Night Out**

Issue: The Winter Garden Police Department is planning their National Night Out event in downtown Winter Garden on Tuesday, October 6, 2026.

Discussion:

The Winter Garden Police Department has submitted an application to hold their annual community building event that promotes police-community partnerships and awareness called National Night Out. The event will be on Tuesday, October 6th and run from 6:00 pm until 9:00 pm. Citizens may attend the event to get to know the Winter Garden Police and Fire personnel and the plethora of jobs they perform. The event will include free food for attendees.

The main event will take place at the Pavilion at 104 S Lakeview Ave, but the WGPd requested the event be expanded to include the segment of Tremaine St from S Highland Ave to S Lakeview Ave, and the segment of S Lakeview Ave from Tremaine St to W Plant St, which is the same as last year. These road segments would be barricaded for the duration of the event.

Recommended Action:

Staff recommends approval of the National Night Out event and the proposed road closures.

Attachment(s)/References:

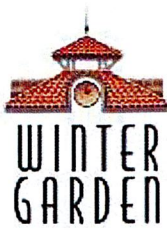
Permit Application with Event Map

Planning & Zoning

JUN 08 2026

Received by: CEF
Project #:

PZE2026-0123



Event Date: 10/06/26
city event

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

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: _____
PERMIT FEE PD. ON: _____ INIT. _____

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

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

DATE OF APPLICATION: 06/4/2026
ORGANIZATION/GROUP: Winter Garden Police Department NON-PROFIT ☐ CORP ☐ INDIV. ☒
NAME OF EVENT: National Night Out
CONTACT/REPRESENTATIVE: Gail Michaud Johnson PHONE # 407-656-3636 Ext.4405
ALT. PHONE #: 407-637-0033 EMAIL: gmichaud@wgpd.com
EVENT LOCATION: 104 S. Lakeview Avenue PROPOSED DATES: 10/06/2026
HOURS: 1800-2100 ESTIMATED DAILY ATTENDANCE: 400
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 1400 BREAKDOWN: 2200

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

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

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ☐ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☒ MERCH. VENDORS # OF: 25-30
- ☒ OPEN TO PUBLIC
- ☒ STREET/SIDEWALK CLOSURE
HOURS OF: 12-2130 hours
- ☐ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
HOURS OF: 1800-2100
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☒ TENTS # & SIZE OF: (15) 10x10
- ☒ TEMPORARY EVENT SIGNAGE
- ☒ DUMPSTERS/RECEPTACLES
- ☒ COOKING EQUIPMENT USED
- ☒ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

City grill to cook hot dogs



Planning & Zoning

JUN 08 2026

Received by: CEF
Project #:

PLE2026-0123

Event Date: 10/06/26
City Event

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

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

SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

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

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000

PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000

FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00

EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00

EVENTS WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

FEES

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

MISCELLANEOUS POLICIES

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

APPROVAL PROCESS

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

Planning & Zoning

JUN 08 2026

Received by: CEF
Project #:

P2E2026-0123



Event Date: 10/06/26
~~City~~ City Event

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

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie.

Strengthens neighborhood spirit and police-community partnerships

Generate support for, and participation in, local anti-crime programs

Heightens crime and drug prevention awareness

Sends a message to criminals that our city and neighborhoods are organized and fighting back

This is a free event for all who attend and there is free food available. Citizens are able to meet and get to know Winter Garden Police and Firemen and the different services and tools used to perform job functions.

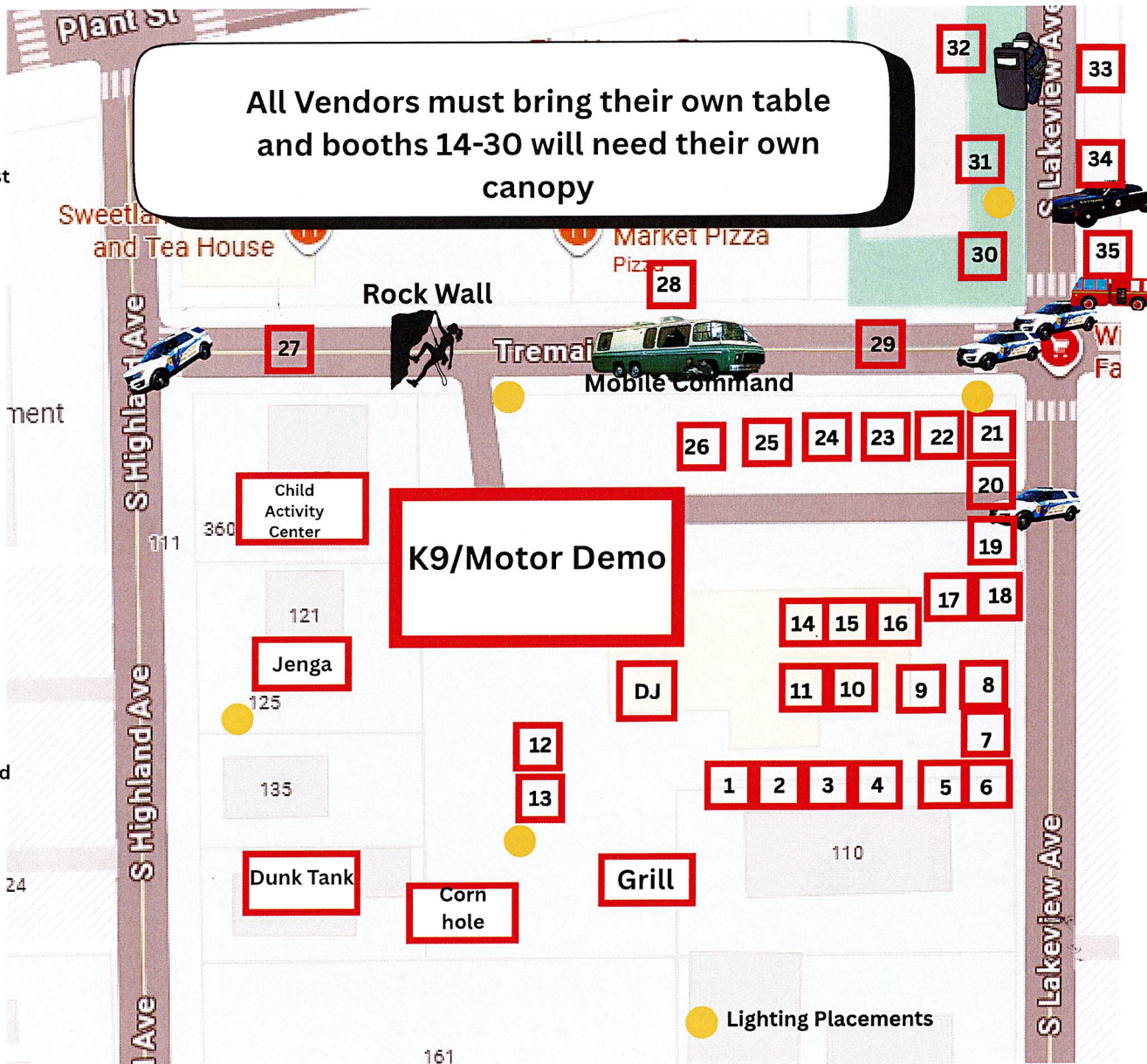
NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

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

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	☐ FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: ☐ YES / ☐ NO	
CONDITIONS:			

- 1 -Explorers
- 2 -WGPD CID
- 3 -WGPD Dispatch
- 4 -Starbucks
- 5 -PAL Cotton Candy
- 6 -1st United Methodist
- 7 - WG Library
- 8 -Aspire
- 9 -Education 1st
- 10-CLU Popcorn
- 11-ADT
- 12-Eye Candy
- 13-Eight Waves
- 14- Advent Health
- 15-Lakeview FFA
- 16-Dance Collective
- 17-Golden Pond
- 18-Challenge 22
- 19-Polka Dotz/Dogz
- 20-State Farm
- 21-State Farm Vehicle
- 22-Girl Scouts Tr244
- 23 - Real Estate Connection
- 24 -American Legion
- 25 - Surveillance Plus
- 26-Garden Music
- 27-Soul Haven
- 28 -Incident Command
- 29 - Fun 4 Orlando
- 30-CSI
- 31-Recruiting
- 32-SWAT
- 33-
- 34-FHP
- 35-WGFD



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: July 16, 2025 **Meeting Date:** July 23, 2026

Subject: **Winter Garden Police Department's National Night Out**

Issue: The Bloom and Grow Society is planning their annual Flora Fiesta event in downtown Winter Garden on Wednesday, October 7, 2026.

Discussion:

The Bloom and Grown Society has submitted an application to hold their 6th annual Flora Fiesta event. The event will be on Wednesday, October 7th and run from 3:00 pm until 5:00 pm at the City's Butterfly Sculpture Park located at 240 W Plant Street.

The public is invited to attend and kids encouraged to dress in butterfly and bee costumes. There will be a short welcome program and the release of 100 butterflies from 4 stations within the park. Photo ops will include the butterfly sculpture and a frog character in costume.

Recommended Action:

Staff recommends approval of the Flora Fiesta event.

Attachment(s)/References:

Permit Application

initial approval, additional fee requirements and any other conditions of approval in approximately 3 to 6 weeks.

Special Event Application for Public
Property 09/2025

Page | 1
of 3

WINTER GARDEN • Where good
things grow.

Page 2

★CC- App Req

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

 City of Winter Garden logo with clock tower

Planning & Zoning

MAY 20 2026

Received by:
Project #:

CEF

P2E2026-011

Event Date:
10/07/26.

Community Development Department

300 West Plant Street

Winter Garden, Florida 34787

P: [407-877-5136](tel:407-877-5136)

F: [407-656-0839](tel:407-656-0839)

www.cwgd.com

Special event application for public property

Applicant and event basics

Date of application:

05/21/2026

Organization/Group:

Bloom and Grow Garden Society

☒ Non-profit ☐ Corp ☐ Indiv.

Name of event:

Flora Fiesta - 6th Annual Celebration for the Butterfly Sculpture Park

Contact/Representative:

Ann Blastic

Phone #

407-439-4693

Email:

annblastic@msn.com

Alt. phone #:

Optional

Event location:

240 W.Plant Sreet - Butterfly Sculpture Park

Proposed dates:

October 7, 2026

Hours:

2:30 PM to 5"30 PM

Estimated daily attendance:

100



Dates and times of event setup and breakdown:

October 7, 2026

Set up:

October 7, 2026 - 2:30 PM

Breakdown:

October 7, 2026, 5:30 PM

Type of event

- ☐ Festival
- ☐ Exhibit(s)
- ☐ Carnival/Circus/Fair
- ☐ General meeting
- ☐ Parade
- ☐ Block party or picnic
- ☐ Sporting event/competition
- ☐ Wedding/Reception
- ☐ Revival

Other (explain)

6th Annual Celebration of Flora's Fiesta in Butterfly Sculpture Park

Event details

- ☐ Admission charge/Ticket sales
- ☐ Alcohol served
- ☐ Alcohol sales
- ☐ Fireworks/Pyrotechnics
- ☐ Food trucks

Merch. vendors # of:

0



☒ Open to public

☐ Street/Sidewalk closure

Hours of:

For closure, if applicable

- ☐ City water used
- ☒ Event held previously
- ☐ City electric used

Equipment at event

- ☐ Amplified speaking/Music

Hours of:

If amplified sound, list hours

- ☐ Portable restrooms
- ☐ Sports equipment
- ☐ Stage/Props/Production

Tents # and size of:

2 tents - 10' X 10'

- ☐ Temporary event signage
- ☐ Dumpsters/Receptacles
- ☐ Cooking equipment used
- ☐ Gas ☐ Open flame

Other (explain):

Describe other equipment

Food vendors

The Department of Business and Professional Regulation of the State of Florida requires that you notify their Division of Hotels and Restaurants no later than three days prior to any temporary event where food will be sold. All food vendors must meet minimum safety and sanitation requirements and pay a temporary event licensing fee if they do not already hold an annual license with the State of Florida. The Division of Hotels and Restaurants can be reached at [850-487-1395](tel:850-487-1395) or visit http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html for more information.

Miscellaneous policies

- Bounce houses, inflatables, and any type of rides are not allowed on City property.

- Event advertising will not include any reference of endorsement by the City of Winter Garden.
- Temporary event signage must meet City Code requirements. Contact W.G. Code Enforcement for info.
- There are other special requirements for motion photography production.
- There are special requirements for fireworks.
- Any event utilizing Plant St. and effectively closing the West Orange Trail must notify Orange County Parks and Recreation at [407-654-1108](tel:407-654-1108).
- If any portion of a state road is to be closed, a State D.O.T. request form must be obtained from the Winter Garden Police Dept., completed and returned to the WGPD to be filed with the State of Florida. Such requests should be submitted at least six weeks prior to the event date.
- May be required to meet with City to present details of event.

Special event application for public
property 09/2025

Page | 2
of 3

Winter Garden • Where good
things grow.

Page 3



City of Winter Garden logo with clock tower

Community Development Department
300 West Plant Street
Winter Garden, Florida 34787
P: [407-877-5136](tel:407-877-5136)
F: [407-656-0839](tel:407-656-0839)
www.cwgdn.com

Special event application for public property

Special events

Please provide a general description of the event that includes all features being proposed to take place. Elaborate on any 7 of the above checked items, if necessary. Use back if needed.

This is the 6th annual Flora Fiesta celebration hosted by the Bloom & Grow Garden Society held in the Butterfly Sculpture Park on October 7, 2026 from 3 PM to 5PM. The public is invited to attend and children are encouraged to dress in butterfly and bee costumes. Butafrog, a character in costume will make appearances to greet guests and available for photo ops. Additional photo op will include a Monarch Butterfly structure. A short program will consist of welcome greetings from officials and includes a musical presentation and a release of 100 butterflies from 4 stations within the park will end program.

Planning & Zoning

Event Date:

10/07/26 //

MAY 20 2026

Received by:

CEF

Project #:

PZE2026-011 //

For official use only

For official use only

Technician initial:

Initials

Date received:

05/19/2026

☐

Fee paid

City manager/designee:

Name

Date:

05/19/2026

Approved:

☐

Yes

☐

No

Conditions:

List any conditions, notes, or stipulations...

 City of Winter Garden logo featuring a small tower with a clock and the words Winter Garden

**Community
Development
Department**

300 West Plant Street
Winter Garden, Florida

34787

P: [407.877.5136](tel:407.877.5136)

F: [407.656.0839](tel:407.656.0839)

www.cwgdn.com

Planning & Zoning

MAY 20 2026

Received by:
Project #:

CEF

PZE2026-0111

Event Date:

10/07/26

Special Event Application for Public Property

Per city code 27.1.3 “special events” are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publicly owned area. Completed applications should be submitted no less than 30 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated having more than 500 people in attendance will require approval of the city commission and should be submitted at least eight (8) weeks prior to the scheduled event.

Submission Requirements

Please submit all of the following items that apply electronically with your application.

- Use of property – Proof of real property owner’s or lessee’s permission (if private property will also be used for the event).
- Electronic submittal of all the application and submittal documents through the city’s BS&A online portal:
https://bsaonline.com/CD_PZeProcessApplication/WizardStep?step=1&uid=3123
- If regulated by the State of Florida, a copy of the state license, and insurance.
- Site plan indicating all affected areas, streets proposing to be closed, temporary power sources to be installed, portable restroom locations, refuse cans or dumpsters, vendor placement including tents, parade route or any other significant features, signage, medical care locations, security, etc.
- Copy of applicant’s insurance certificate. Any events that use the public rights-of-way or city property will require the applicant to name the City of Winter Garden as additionally insured.

Insurance Requirements

Limits will in most instances be required in the following amounts:

Coverage	Limit	Notes
General aggregate	1,000,000	
Products aggregate	1,000,000	
Personal & advertising injury	250,000	Each occurrence 250,000
Fire legal liability	50,000	
Medical payments	2,000	

City staff reserves the right to request increased limits deemed necessary for certain high-risk activities. Individuals and groups without insurance, or groups that do not produce an appropriate certificate of insurance two weeks prior to the event date will be required to purchase individual event policies through the city insurance carrier at limits deemed necessary by city staff. Prices for appropriate policies are established by the insurance broker and are non-negotiable. If proper insurance is not obtained or paid for at least two weeks prior to the scheduled event, the city reserves the right to cancel the event request.

Permit Fees

- **Application fee \$25.00**
- **\$50.00** for events with less than 25 people in attendance
- **\$150.00** for events with 25–200 people in attendance
- **\$1,000.00** for events with more than 200 people in attendance

Note: Other fees will be assessed if deemed necessary by certain applicable departments. Although not an exhaustive list, fees may be assessed for police officers, police supervisors, fire protection, EMT personnel, street barricading, electric usage, necessary maintenance staff, trash receptacles & collection, other necessary staff on-site during event hours, etc. Bonds of up to **\$5,000,000** may be required at the discretion of city staff for events with attendance over 500 people and events hosting certain high-risk activities. All fees must be paid in full in cash, certified check, money order, credit/debit card at least two weeks prior to the event date to avoid cancellation.

Approval Process

Community Development, Economic Development, City Manager and Parks & Recreation departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of

Winter Garden Receptionist

From: Colene Rivera
Sent: Thursday, May 21, 2026 2:17 PM
To: Christina El Fellah
Cc: Kelly Carson; annblastic@msn.com
Subject: FW: Bloom & Grow Garden Society Request for the Exemption of Application and Permit Fees on Special Events

Hello Christina-
Please see below to attach to each of Bloom & Grow Garden Society Special Event requests.
Thank you, Colene

From: Jon Williams <jwilliams@cwgdn.com>
Sent: Thursday, May 21, 2026 1:22 PM
To: ann blastic <annblastic@msn.com>
Cc: Colene Rivera <crivera@cwgdn.com>; gretchenboyd@aol.com; Linda Adams <lkadams31@outlook.com>
Subject: RE: Bloom & Grow Garden Society Request for the Exemption of Application and Permit Fees on Special Events

Hi Ann,

We will gladly waive application and permit fees for all your events. I'm copying Kelly Carson, Planning Director into the conversation so that she is aware of my approval.

We greatly appreciate the partnership and all of the wonderful things you and all of Boom & Grow does for our City.

Have a great rest of the day.

Jon C. Williams
City Manager
City of Winter Garden
300 W Plant Street, Winter Garden, FL 34787
407-656-4111 ext. 2267 | jwilliams@cwgdn.com

From: ann blastic <annblastic@msn.com>
Sent: Wednesday, May 20, 2026 4:15 PM
To: Jon Williams <jwilliams@cwgdn.com>
Cc: Colene Rivera <crivera@cwgdn.com>; gretchenboyd@aol.com; Linda Adams <lkadams31@outlook.com>; ann blastic <annblastic@msn.com>
Subject: Bloom & Grow Garden Society Request for the Exemption of Application and Permit Fees on Special Events

Hi John,

The Bloom and Grow Garden Society will be submitting applications for five (5) Special Events on Public and Private Property. Bloom and Grow Garden society is a 501-C3 charitable organization and would like to request a waiver of the application and permit fee for all events.

Public Property Events are co-sponsored with the City of Winter Garden and are in two different locations:-

Butterfly Sculpture Park:

- **October 7, 2026.** - 6th Annual Flora Fiesta in the Butterfly Sculpture Park

238 W. Smith Street - This is city owned property in front of the park/recreation work storage and work site. These are annual events. The location is utilized for the pickup of plants and does not create an issue with traffic as there is proper signage in place as well as adequate volunteers to manage traffic and the pickup of plants.

- **October 1, 2026** - Pollinator Plants pick up of pre-sold plants.
- **January 15, 2027** - 3rd Annual Free Tree Give a Way to Winter Garden Residents
- **March 23, 2027** - Queen Wreath plants pick up of pre-sold plants.

Private Property Event:

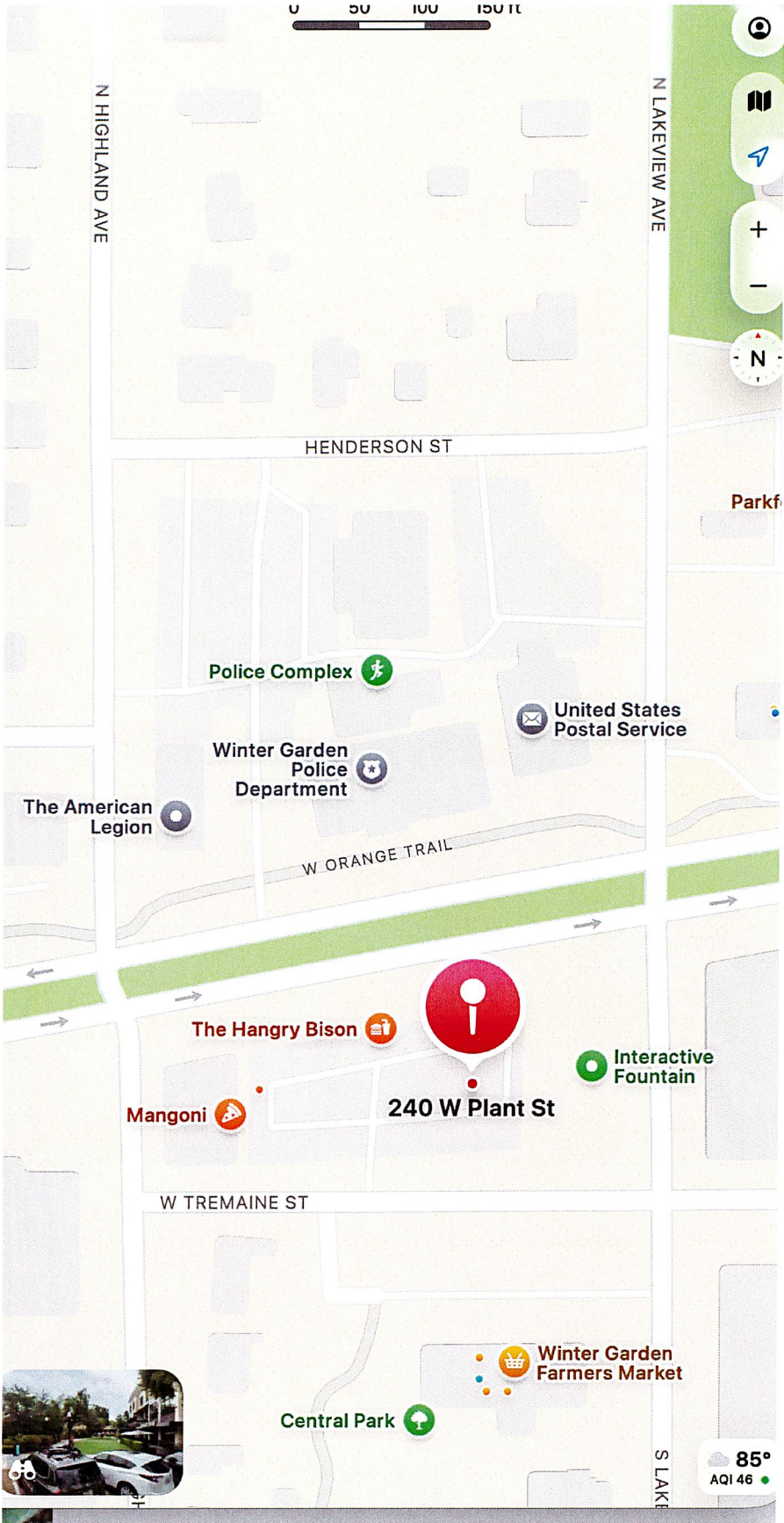
- **December 1, 2026 - Annual Poinsettia Plant Sale** - Annual event held in partnership with Plant Street Market, LLC.
The event does not block any public streets and is staffed with adequate volunteers to manage traffic and the pickup of plants.

Thank you for your consideration.

Ann Blastic and Gretchen Boyd
Bloom and Grow Garden Society.



FLORA FIESTA LOCATION – 240 W. PLANT STREET – BUTTERFLY SCULPTURE PARK





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017902843C-5	10/03/2024	10/31/2029	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BLOOM AND GROW GARDEN SOCIETY INC.
310 S DILLARD ST STE 125
WINTER GARDEN FL 34787-3565

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hillcrest P.O. Box 1364 Mt. Dora, FL 32756 Kevin McEwen	352-383-8164	CONTACT NAME: Miranda L Hosterman PHONE (A/C, No, Ext): 352-383-8164 E-MAIL ADDRESS: miranda@hillcrestinsurance.com FAX (A/C, No): 352-383-5899
INSURED Bloom & Grow Garden Society PO Box 97 Oakland, FL 34760		INSURER(S) AFFORDING COVERAGE INSURER A : Southern Owners Ins. Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 10190

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ H & NO Auto \$1M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		72802475	07/20/2025	07/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYOWG City of Winter Garden 300 W. Plant St Winter Garden, FL 34787	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kevin W. McEwen A172180</i>
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THE CITY OF WINTER GARDEN
CITY MANAGER ITEM

From: Jon C Williams, City Manager
Date: July 23, 2026
Subject: Establish budget hearing dates for fiscal year 2026/2027.

In accordance with TRIM, local governments are to hold the 1st Budget Hearing from **September 3 to September 18**.

Local governments are not able to hold budget hearings the same dates as OCPS and BCC.

Dates NOT Available

BCC Budget Hearings – September 10 and 24

OCPS Budget Hearing – September 8

Attorney Conflict – September 3, 9 and 23

Budget Hearing Dates Suggestions:

- Option 1) Fridays: September 4 and 18**
- Option 2) Mondays: September 14 and 28**
- Option 3) Monday, September 14 and Tuesday, September 22**
- Option 4) Tuesdays: September 15 and 29**