City Commission
Agenda
City Hall Commission Chambers
300 W. Plant Street
Winter Garden, Florida

Regular Meeting **May 8, 2025** **6:30 PM**

Call to Order
Determination of a Quorum
Opening Invocation and Pledge of Allegiance

1. **Approval of Minutes**

   A. Regular Meeting Minutes – April 24, 2025

2. **Presentation**

   A. **PROCLAMATION 25-05:** Emergency Medical Services Week **– Mayor Rees**

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

   A. **ORDINANCE 25-14**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 78-50 OF CHAPTER 78, ARTICLE II OF THE WINTER GARDEN CODE OF ORDINANCES CONCERNING UTILITY ACCOUNT DEPOSITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE – **Finance Director Zielonka**

4. **Regular Business**

   A. Recommendation to waive formal procurement procedures and hire Engineered Spray Solutions to rehabilitate 11 manholes in the amount of $**60,806.55**, which includes a 5% contingency – **Assistant City Manager for Public Services Pash**

   B. Recommendation to waive formal procurement procedures and hire Xylem Water Solutions USA Inc. / Flygt Products to replace control panels on Lift Stations 21 and 24 in the amount of $**60,270** – **Assistant City Manager for Public Services Pash**

   C. Recommendation to waive formal procurement procedures and hire RCM Utilities, LLC to renovate electrical system on Lift Stations 21 and 24 in the

amount of $**54,400** – **Assistant City Manager for Public Services Pash**

D. Recommendation to authorize City Manager to sign contract extension with The School Board of Orange County, Florida and City of Winter Garden for School Resource Officer Program – **Police Chief Graham**

E. Recommendation to reduce lien from $**12,759.37** to an amount of $**4,050.06** requested by owner and release lien if owner pays fee and records Right-of-Way, Sidewalk, Landscaping, and Utility Easements for 73, 249, 272, and 281 Center Street by May 31, 2025 – **Planning Director Carson**

F. Recommendation to award Purchase Order to Mead and Hunt, Inc., for facility plan update and Fullers Reuse WTP Pressure Analysis and Solution in the amount of $**86,150** – **City Engineer Monahan**

G. Recommendation to award Purchase Order to T.D. Thomson Construction Co., Inc for improvements to 681 West Plant Street (Lumen Property) in the amount of $**227,505.09** – **City Engineer Monahan**

H. Recommendation to approve **FINAL PLAT** (Habitat Edgeway), subject to conditions – **Planning Director Carson**

I. Recommendation to approve **SPECIAL EVENT** – American Legion – Memorial Day Special Event at Veterans Park – Monday, May 26, 2025, from 7:30 – 10:00 a.m. – **Planning Director Carson**

J. Recommendation to approve **COMMUNITY EVENT** – Masonic Lodge – Annual All-American Kids Parade & Pancake Breakfast on Friday, July 4, 2025, from 9:00 a.m. to 11:00 a.m., with street closure – **Planning Director Carson**

K. Recommendation to approve **SPECIAL EVENT** – Party in the Park – 4th of July at Newton Park from 6:00 p.m. to 10:00 p.m. – **Planning Director Carson**

5. **Matters From Public - (Limited to 3 minutes per speaker)**
6. **Matters From City Attorney - A. Kurt Ardaman**
7. **Matters From City Manager - Jon C. Williams**
8. **Matters From Mayor and Commissioners**
9. **Adjourn**

To the next Regular Meeting - Thursday, May 22, 2025 - 6:30 p.m. - City Hall

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

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

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

Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 2297.

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.

CITY OF WINTER GARDEN

City Commission

REGULAR MEETING MINUTES

April 24, 2025

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

Present:
Mayor John Rees
Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:
City Manager Jon C. Williams
City Attorney Kurt Ardaman
City Clerk Angela J. Grimmage

1. **APPROVAL OF MINUTES**

Motion by Commissioner Johnson to approve regular meeting minutes of April 10, 2025, as submitted. Seconded by Commissioner Jones and carried unanimously 4-0.

2. **PRESENTATIONS**

A. **Proclamation 25-07**: Proclaiming May as Public Service Recognition Month was read and presented by Mayor John Rees and the City Commission.

Commissioner Sharman arrived at this point in the meeting.

B. **Proclamation 25-08**: Proclaiming May 1, 2025, as a National Day of Prayer was read by Mayor John Rees.

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

A. **Ordinance 25-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 78-50 OF CHAPTER 78, ARTICLE II OF THE WINTER GARDEN CODE OF ORDINANCES CONCERNING UTILITY ACCOUNT DEPOSITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-14 by title only. Finance Director Laura Zielonka stated that Ordinance 25-14 amends Section 78-50 of the City's Code of Ordinances. She noted that it would reduce the time for returning residential utility account deposits from a two-year period to one year. She also mentioned a non-interest-bearing account, which would eliminate having to pay interest on a deposit.

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

Motion by Commissioner Jones to approve Ordinance 25-14 with a second reading and public hearing on May 8, 2025. Seconded by Commissioner Bennett and carried unanimously 5-0.

4. REGULAR BUSINESS

A. Recommendation to approve Garden Theatre Business Plan and authorize City Manager implement operational next steps to reopen Theatre as a public benefit

Economic Development Director Marc Hutchinson noted that the agenda packet contained a 14-page business plan detailing the proposed direction that the City would like to take for the theatre. He noted that he would give a PowerPoint presentation to summarize those plans. His presentation included some background history of the theatre, an economic and marketplace overview, business model and programming options, as well as financial/operating considerations. Furthermore, Mr. Hutchinson provided the business plan values and philosophy, recommendations, and noted the rental rates. He stated that the next steps would be programming and related operating requirements. Also mentioned was the partnering with a third-party management company, assessment and cure of any renovation needs, as well as efforts to launch the reopening of the Garden Theatre.

Motion by Commissioner Bennett to approve the Garden Theatre Business Plan and authorize the City Manager implement operational next steps to reopen the Garden Theatre as a public benefit. Seconded by Commissioner Jones and carried unanimously 5-0.

B. Recommendation to approve Special Event – Summer Sidewalk Sale in downtown Winter Garden on Saturday, August 2, 2025

Economic Development Director Marc Hutchinson described the Summer Sidewalk Sale event, associated activities, and noted the scheduled event date of Saturday, August 2, 2025. He noted that there would be no road closures with this event. Staff recommended approval.

Motion by Commissioner Bennett to approve the Special Event for the Summer Sidewalk Sale in downtown Winter Garden on Saturday, August 2, 2025. Seconded by Commissioner Johnson and carried unanimously 5-0.

5. MATTERS FROM PUBLIC

Norine Dworkin, VoxPopuli of Winter Garden, addressed a proclamation request for a day of reasoning, which she alleged was denied. She noted that proclamations are at the discretion of Mayor Rees and spoke of questions she had asked the City Manager, which were all referred back to Mayor Rees. Ms. Dworkin read a proclamation entitled a National Day of Reason.

Mayor Rees voiced concerns regarding those that have no respect for our country, for our flag, for the pledge of allegiance, and no respect for this City Commission. He expressed that it is sad.

6. MATTERS FROM CITY ATTORNEY

City Attorney Kurt Ardaman informed of the Orange County Redistricting Commission undergoing the task of redistricting the entire Orange County. He stated that districts would go from six to eight to balance population throughout the County. He asked the City Commission if they had a preference to having a single County Commissioner represent the City of Winter Garden along with Ocoee, Oakland, and Windermere as municipalities of West Orange County or whether there was no preference at all. Furthermore, Mr. Ardaman noted the City of Ocoee likely wanting to band together with the City of Winter Garden as they have common interests. There was discussion on this decision needing to be made quickly, and that the decision for the eight districts had already been finalized.

It was the **consensus** of the City Commission to move forward with banding together with the other West Orange County municipalities regarding the redistricting. City Attorney Ardaman stated that he would collaborate with the City Manager for crafting a letter to the Orange County Redistricting Committee, letting them know that the City of Winter Garden would like to be consolidated with the other municipalities and be kept in the same district as one County Commissioner. Furthermore, Mr. Ardaman mentioned that the population in this area may require also incorporating some other areas of Orange County.

7. MATTERS FROM CITY MANAGER

City Manager Jon C. Williams announced the Bloom and Grow Society celebration of National Arbor Day at Tucker Ranch and described some event activities. He also announced the upcoming SoBo Art event and noted the availability of VIP tickets.

8. MATTERS FROM MAYOR AND COMMISSIONERS

Commissioner Sharman noted the earlier proclamation for staff was well deserved and thanked staff for doing a good job.

Commissioner Johnson echoed Commissioner Sharman's comments and thanked staff for all their hard work.

Commissioner Jones thanked staff for everything they do and for keeping the City so beautiful.

Commissioner Bennett thanked Economic Development Director Marc Hutchinson for his presentation and noted how staff does things to make the Commission's job so much easier.

Mayor Rees expressed that it is a joy living here because of our staff and expressed his appreciation.

The meeting adjourned at 7:16 p.m.

ATTEST: APPROVED:

_____ _____

City Clerk Angela J. Grimmage Mayor John Rees

WINTER GARDEN
FLORIDA

Proclamation
25-05

Whereas, Emergency Medical Services (EMS) is a vital public service, providing lifesaving 24/7; and

Whereas, access to quality emergency care significantly improves survival rates; and

Whereas, EMS has grown to fill a gap by providing important, out of hospital care, including preventative medicine; and

Whereas, EMS includes first responders, EMTs, paramedics, dispatchers, firefighters, police officers, educators, administrators, and other medical providers; and

Whereas, Winter Garden Fire Rescue Department members undergo extensive training to enhance their lifesaving skills; and

Whereas, it is fitting to recognize EMS providers' value and achievements by designating EMS Week; now

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to declare the week of May 18—24, 2025 as

EMERGENCY MEDICAL SERVICES WEEK

The 51ST Anniversary theme of EMS week is We Care for Everyone. I urge all citizens to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 8th day of May 2025.

CITY OF WINTER GARDEN · ORANGE COUNTY · FLORIDA · WINTER GARDEN

Mayor John Rees

Attest:
Angela Grimmage, City Clerk

CITY OF WINTER GARDEN 1903 100th ANNIVERSARY 2003 FLORIDA

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C. Williams, City Manager

Date: April 25, 2025 **Meeting Date:** May 8, 2025

Subject: **Ordinance 25-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 78-50 OF CHAPTER 78, ARTICLE II OF THE WINTER GARDEN CODE OF ORDINANCES CONCERNING UTILITY ACCOUNT DEPOSITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Issue: Ordinance 25-14 amends Section 78-50 of Chapter 78 of the Code of Ordinances to reduce the time for returning deposits made on utility accounts and to delete the requirement for interest to be paid on utility deposits.

Currently, if a residential customer is in good standing, meaning no cutoffs for a two-year period, the deposit will be returned in 2 years. Staff recommends returning residential customer deposits after 12 months if the user has good payment history with no cutoffs. Staff also recommends that deposits be held in a non-interest-bearing account which eliminates the requirement to pay interest on a deposit.

Recommended action: Motion to approve Ordinance 25-14.

Attachments/References: Ordinance 25-14

ORDINANCE 25-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA; AMENDING SECTION 78-50 OF CHAPTER 78, ARTICLE II OF THE WINTER GARDEN CODE OF ORDINANCES CONCERNING UTILITY ACCOUNT DEPOSITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City has home rule authority pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, to enact this Ordinance; and

WHEREAS, the City desires to amend Section 78-50 of Chapter 78 of the Code of Ordinances to reduce the time for returning deposits made on utility accounts and to delete the requirement for interest to be paid on utility account deposits.

WHEREAS, the City Commission determines that the amendments set forth herein are in the best interest of the public, health safety and welfare, and are in the best interest of the City's operation of the City's utility system.

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

Section I The above recitals represent the legislative findings of the City Commission of the City of Winter Garden and are incorporated herein by this reference.

Section II Section 78-50 of Chapter 78, Article II of the Winter Garden Code of Ordinances are hereby amended to read as follows (underlined text indicates additions; ~~struckout~~ text indicates deletions):

Sec. 78-50. Schedule of deposits; refund.

(a) The following schedule of deposits for water, sewer, stormwater and solid waste collection shall be known as utility deposits and shall be required prior to service connection on all buildings used for residential, commercial or industrial purposes:

(1) For each habitation (single-family residence) the utility deposit shall be $190.00. If the prospective user can demonstrate good credit, the deposit may be waived. In order to qualify for the waiver, the prospective user's credit score, as established by a nationally recognized reporting agency, must equal or exceed the benchmark score established by the finance department. The benchmark score will be reviewed by the finance department on a yearly basis to ensure that the established score represents a good credit risk.

(2) Commercial establishments, including multiple habitations under a master meter, service stations, drugstores, cafeterias and restaurants, industrial users and any commercial users shall pay a deposit

which will be estimated as the equivalent of three month's water, sewage, solid waste collection and stormwater charge, with a minimum deposit of $190.00, such estimate to be determined by the utilities and public works departments.

(b) Residential deposits shall be returned to the user, if the user has a good payment history with no late payments or cutoffs for twelve ~~two~~ continuous months ~~years~~.

(c) The user is not entitled to interest on a deposit. Deposits will be held in an non-interest bearing account.~~During July of each year, the city shall credit the customer account for interest earnings earned on such deposits of three percent per annum on the deposit.~~

Section III Section II of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.

Section IV In the event of a conflict or conflicts between this ordinance and other ordinances, this Ordinance shall control to the extent of the conflict.

Section V It is the intent of the City Commission of the City of Winter Garden, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section VI This Ordinance shall become effective upon adoption by the City Commission.

FIRST READING: _____.

SECOND READING AND PUBLIC HEARING: _____.

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

APPROVED:

_____
John Rees, Mayor/Commissioner

ATTEST:

_____
Angela Grimmage, City Clerk

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: April 29, 2025 **Meeting Date:** May 8, 2025

Subject: Waive formal procurement procedures and hire Engineered Spray Solutions to rehabilitate 11 manholes for $60,806.55 including a 5% contingency.

Issue:

There are 11 manholes in the city that need to have a polyurethane protective lining installed to prevent infiltration. The proposal includes 22 gallons of grout which will be injected outside of the chimney and walls to prevent infiltration, but if additional grout is required it will cost $125.00/gallon with a 6-gallon minimum. In order to be sure we have sufficient funding, a 5% contingency has been added to the $57,911.00 quote for a total of $60,806.55. The project funding is in our current budget

Recommended Action:

Staff requests the board waive the formal procurement procedures and approve hiring Engineered Spray Solutions to rehabilitate 11 manholes for a total of $60,806.55, including a 5% contingency.

Attachment(s)/References:

Engineered Spray Solutions Quote

1306 Banana Road, Lakeland, Florida 33810
Office • 863-577-4821

ENGINEERED SPRAY SOLUTIONS
AN ALLCLEAR COMPANY

April 18, 2025

To: Eric Williams
City of Winter Garden Utilities
880 W. Bay St
Winter Garden, FL 34787

Project: City of Winter Garden 11 Manhole Rehabilitation Project

- Mobilization of competent crew of four (4) and capable equipment to the City of Winter Garden, FL project sites.
- Manhole measured a total of 47 vertical feet to be lined at 48" diameter.
- 5,000 psi high pressure water cleaning of the surface within host structure.
- Make suitable preparation to surface areas to prepare surface for the Euclid v100 has been estimated for proper surface preparation.
- Bench area and define flow channel.
- Stop active infiltration with chemical grout. Masterroq 355-1k chemical grout is estimated in this proposal.
- Spray-apply up to 250 mils of SprayWall Polyurethane Protective Lining system to chimney, walls, and bench area of manhole. A termination groove will be cut at the flow line to ensure proper adhesion.
- Replace the frame and cover for manhole 582 with frame and cover provided by city.
- Visually inspect and electronic holiday inspection on SprayWall Polyurethane Protective Lining to ensure a 100% pinhole free monolith coating.
- Provide Maintenance of Traffic as needed.
- Five to Seven (5-7) days of work estimated to complete this project.

Included: ESS professional crew and equipment, MOT

Exclusions: Dewatering, bonding, Bypassing of any Wastewater

Notes: Twenty-two (22) gallons of 355 1k chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond twenty-two gallons, will be invoiced at $125.00/gallon, at a minimum of 6 gallons, with approved change order. Standby of crew

for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

City of Winter Garden 11 Manholes

Manhole 274-	$4,910.50
Manhole 275-	$4,910.50
Manhole 276-	$5,910.00
Manhole 549-	$4,701.00
Manhole 550-	$4,910.50
Manhole 551-	$4,701.00
Manhole 552-	$5,503.00
Manhole 553-	$4,101.00
Manhole 555-	$6,305.00
Manhole 582-	$5,851.00
Manhole 600-	$6,107.50

Total - $57,911.00

Respectfully Submitted,

Christian Hubbard

Christian Hubbard
Business Development
(863) 999-2790
Chubbard@ess-1.net

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: April 29, 2025 **Meeting Date:** May 8, 2025

Subject: Waive formal procurement procedures and hire Xylem Water Solutions USA Inc. / Flygt Products to replace the control panels on Lift Stations 21 and 24 for $60,270.00.

Issue:

While Lift Stations 21 and 24 are being rewired, they also need new control panels. Xylem Water Solutions USA Inc. / Flygt Products has worked on many of the City's lift stations and they are proposing to remove the existing control panels and replace them with new panels that meet our standards and handle the appropriate number of pumps, new alarm and work light fixture, and new junction boxes. The proposed prices are $30,120.00 for lift station 21 and $30,150.00 for lift station 24, for a total of $60,270.00. The project funding is in our current budget

Recommended Action:

Staff requests the board waive the formal procurement procedures and approve hiring Xylem Water Solutions USA Inc. / Flygt Products to replace the control panels on Lift Stations 21 and 24 for a total of $60,270.00.

Attachment(s)/References:

LS 21 Quote
LS 24 Quote

Xylem Water Solutions USA Inc. / Flygt Products
455 Harvest Time Dr Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

To: Eric Williams
Subject: **LS 21 Replacement Panel**

Date: April 4, 2025

We are pleased to offer the following equipment:

(1) 36”x32”x10” NEMA 4X, Stainless Steel Duplex Control Panel, 3/230V, 10 HP, Winter Garden spec
Contacts for External Sci-Text Unit.
Includes alarm and work light fixture
(1) Fiberglass junction box 14”x12”x8”

Total Price: $ 30,120.00

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem’s payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx and incorporated herein by reference and made part of the agreement between the parties.*

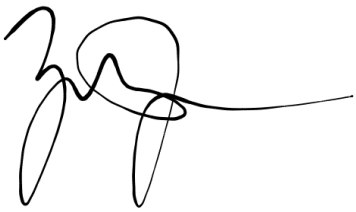
We thank you for your interest in our equipment and look forward to being of service to you in the near future.

Xylem Water Solutions USA Inc. / Flygt Products
455 Harvest Time Dr Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Xylem Water Solutions USA, Inc.



Zachary Jones

Company Name: _____

Address: _____

_____

Accepted By: _____

Print Name: _____

Date: _____

Xylem Water Solutions USA Inc. / Flygt Products
455 Harvest Time Dr Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

To: Eric Williams
Subject: **LS 24 Replacement Panel**

Date: April 4, 2025

We are pleased to offer the following equipment:

(1) 36”x32”x10” NEMA 4X, Stainless Steel Duplex Control Panel, 3/230V, 3 HP, Winter Garden spec
Contacts for External Sci-Text Unit.
Includes alarm and work light fixture
(1) Fiberglass junction box 14”x12”x8”

Total Price: $ 30,150.00

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem’s payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx and incorporated herein by reference and made part of the agreement between the parties.*

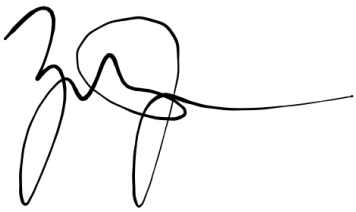
We thank you for your interest in our equipment and look forward to being of service to you in the near future.

Xylem Water Solutions USA Inc. / Flygt Products
455 Harvest Time Dr Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Xylem Water Solutions USA, Inc.



Zachary Jones

Company Name: _____

Address: _____

_____

Accepted By: _____

Print Name: _____

Date: _____

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: April 29, 2025 **Meeting Date:** May 8, 2025

Subject: Waive formal procurement procedures and hire RCM Utilities,LLC to remove the existing electrical system and rewire Lift Stations 21 and 24 for $54,400.00.

Issue:

Lift Stations 21 and 24 need a complete electrical upgrade. RCM Utilities, LLC has worked on many of the City's lift stations, and they are proposing to demo the existing electrical system., install 50' of new service line, stainless steel enclosures, galvanized conduit and rack, seal offs, conduit to the wet well, proper grounding, and perform a start up on both lift stations for $27,200 per lift station for a total of $54,400.00. The project funding is in our current budget

Recommended Action:

Staff requests the board waive the formal procurement procedures and approve hiring RCM Utilities, LLC to renovated the electrical system on Lift Stations 21 and 24 for a total of $54,400.00.

Attachment(s)/References:

LS 21 Quote
LS 24 Quote

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 20291540
Estimate Date 6/20/2024

Billing Address
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787 USA

Job Address
Lift Station
300 West Plant Street
Winter Garden, FL 34787 United States

Description of work

ESTIMATE DATE: 4/17/25: VALID FOR 30 DAYS

City of Winter Garden Lift Station No. 21 Full Electrical Rehab

RCM Utilities to supply all equipment, labor, and limited materials for the following scope of supply:

- Demo of existing electrical system.
- All existing components to be handed over to owner.
- Installation 50’ of 240V 3P 100A Service.
- 304 Stainless Steel enclosures.
- 2” Galvanized rigid conduit and 304SS strut for rack.
- 1-piece seal offs.
- 2” SCH 80 PVC to wet well.
- Proper grounding as required.
- Electrician present during start up.
- All work to be performed up to 2020 NEC standards.

** Notes **

- City to supply control panel and main disconnect
- PCP, Pumps or level controls.
- Any cutting of sidewalks and driveways.
- Restoration to be backfill and compacting only, any sod, seeding, mulching and landscaping of disturbed areas to be done by others
- Housekeeping pad around equipment rack.
- Any cost for electric service fee to the Power Co.

Service #	Description	Quantity	Your Price	Total
LSR	Rehab lift station	1.00	$27,200.00	$27,200.00

Sub-Total	$27,200.00
Tax	$0.00
Total Due	$27,200.00
Deposit/Downpayment	$0.00

Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any

delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO

WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 20288865
Estimate Date 6/20/2024

Billing Address
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787 USA

Job Address
Lift Station
300 West Plant Street
Winter Garden, FL 34787 United States

Description of work

ESTIMATE DATE: 4/17/25: VALID FOR 30 DAYS

City of Winter Garden Lift Station No. 24 Full Electrical Rehab

RCM Utilities to supply all equipment, labor, and limited materials for the following scope of supply:

- Demo of existing electrical system.
- All existing components to be handed over to owner.
- Installation 50’ of 240V 3P 100A Service.
- 304 Stainless Steel enclosures.
- 2” Galvanized rigid conduit and 304SS strut for rack.
- 1-piece seal offs.
- 2” SCH 80 PVC to wet well.
- Proper grounding as required.
- Electrician present during start up.
- All work to be performed up to 2020 NEC standards.

** Notes **

- City to supply control panel and main disconnect
- PCP, Pumps or level controls.
- Any cutting of sidewalks and driveways.
- Restoration to be backfill and compacting only, any sod, seeding, mulching and landscaping of disturbed areas to be done by others
- Housekeeping pad around equipment rack.
- Any cost for electric service fee to the Power Co.

Service #	Description	Quantity	Your Price	Total
LSR	Rehab lift station	1.00	$27,200.00	$27,200.00

Sub-Total	$27,200.00
Tax	$0.00
Total Due	$27,200.00
Deposit/Downpayment	$0.00

Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any

delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
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6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
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WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Jon C. Williams

Date: May 1, 2025 **Meeting Date:** May 8, 2025

Subject: Approval of terms to provide School Resource Officer to OCPS located in Winter Garden through the 2026/27 school year.

Issue: Orange County Public Schools is requesting an agreement with the City of Winter Garden for school resource officer staffing of schools within our jurisdictional boundaries. This is for the school years 2025-27. The school board will reimburse the city $73,000 per officer 2025-26 and $75,000 per officer 2026-27. There is also a cost-sharing provision from the state-wide safe schools allocation.

Recommended Action:

Authorize City Manager to sign a contract extension with OCPS based upon the attached term sheet.

Attachment: Terms agreed to by all parties

Terms agreed to by all parties:

The rates described below apply to the school year beginning July 1, 2025, through June 30, **2026:**

A. For the 2025-2026 school year, SBOC agrees to reimburse the Law Enforcement Agency at a rate of $73,000 per full time SRO for the 10-month school year at schools identified in "Exhibit A." If SBOC receives an increase in the state-wide Safe Schools Allocation for the 2025-2026 school year, the increased funding, excluding any required charter school distribution shall be distributed as follows:

   a. If the increase in the state-wide Safe Schools Allocation is between $0 and $20,000,000, the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be one hundred percent allocated to the Law Enforcement Agencies as an increase in rate for SRO services over the contracted rate for the 2024-2025 school year.

   b. If the increase in the state-wide Safe Schools Allocation for the 2025-2026 school year is over $20,000,000 but less than $40,000,000, the SBOC share of the amount over $20,000,000 but under $40,000,000 (less the amount required to be allocated to Charter Schools) will be one hundred percent allocated to the SBOC.

   c. If the increase in the state-wide Safe Schools Allocation for the 2025-2026 school year is over $40,000,000, the SBOC share of all money after $40,000,000 (less the amount required to be allocated to Charter Schools) will be shared equally as a fifty percent/fifty percent split.

B. For the 2026-2027 school year, SBOC agrees to reimburse the Law Enforcement Agency at a rate of $75,000 per full-time SRO for the 10-month school year at schools identified in "Exhibit C" or the amount from the 2025-2026 year as calculated in paragraph A above, whichever is greater.

   a. If SBOC receives an increase in the state-wide Safe Schools Allocation for the 2026-2027 school year, sixty percent of the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be

allocated to the SBOC. Forty percent of the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be allocated to the Law Enforcement Agencies as an increase in rate for SRO services over the 2025-2026 rate as calculated in paragraph A above.

b. If SBOC receives no increase in money from the Safe Schools Allocation or the 2025-2026 rate with allocation is less than $75,000, then the Agency will receive $75,000 per full-time SRO for the 10-month school year at schools identified in "Exhibit C" for the 2026-2027 school year.

C. The allocation of state-wide Safe Schools Allocation increases to the SRO program mentioned in paragraphs A and B will be allocated amongst all law enforcement agencies providing SRO services equally based on the number of SRO positions the agency provides. (i.e. If there are 309.5 SRO positions, the amount of allocation will be divided by 309.5 and each SRO position will be increased by that amount).

D. Legislative Mandates: If there are new state mandates required to be funded out of the Safe Schools Allocation, funds for those mandates will be allocated before the above percentage share takes place between the SBOC and all law enforcement agencies providing SROs to SBOC schools during the 2025-2026 and 2026-2027 school years. If funds are specifically allocated from the Safe Schools Allocation for these mandates, the SBOC will provide the law enforcement agency with a cost breakdown.

Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a thirty (30) day opportunity to cure any material default.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: April 28, 2025 **Meeting Date:** May 8, 2025

Subject: Reduce and remove Special Assessment lien for 159 9th Street (PARCEL ID# 24-22-27-5256-03-020) **159 9TH ST LAND TRUST**

Issue:

On March 3, 2015, a Special Assessment Lien was recorded on the property located at 159 9th Street in the amount of $4,011.56 to cover the City's costs associated with demolition and clearing of the property. The lien also stipulated that any unpaid sum would incur interest charges of 12% per annum until paid. The current lien amount including the original lien amount, the accrued interest, and other fees currently stands at $12,759.37.

The current owners (159 9th St Land Trust) purchased the property on December 26, 2016 as a tax deed. They have since pulled City permits and have constructed a single-family home on the property. They were in the process of selling the property to a new owner when they learned of the existing lien.

Discussion:

The owner has provided an email requesting that the fines be reduced to $4,050.06, which includes the original lien amount as well as the associated recording and satisfaction fees. In exchange for the lien reduction, the owner has agreed to provide Right-of-Way, Sidewalk, Landscaping, and Utility Easements for the four (4) properties they own on Center Street so that the City may complete its planned streetscape improvements.

Recommended Action:

Staff recommends that City Commission reduce the lien from $12,759.37 to the amount of $4,050.06 as requested by the owner and release the lien if the owner pays the fee and records the Right-of-Way, Sidewalk, Landscaping, and Utility Easements for 73, 249, 272, and 281 Center Street by May 31, 2025.

Attachment(s)/References:

Email from owner requesting reduction
Special Assessment Lien
Easement Agreements for 73, 249, 272, and 281 Center Street

Kelly Carson

Sent:
To:
Subject:
Attachments:

Hi Kelly,

I am the authorized representative for Mr Lunsford who purchased the above referenced property 12/26/16 as a tax deed.

Mr Lunsford has purchased and improved numerous properties and has been an asset to the City.

A single family home has been built on this property and is now for sale.

We recently discovered a lien with substantial interest accruing from a demolition on 1/22/15.

Attached is a copy of the tax deed, the lien, the land trust and operating agreement.

We are respectfully requesting the City reduce the payoff to the hard costs incurred.

Thank you for your help in this matter,

Sue King
Premiere Advantage Real Estate Services
239-691-2884
Ksuefl@yahoo.com

After Recording Return to:

City of Winter Garden, Florida
Assistant City Manager for Public Services
300 West Plant Street
Winter Garden, Florida 34787

Part of Orange County Tax Parcel Identification #13-22-27-5260-00-151

RIGHT-OF-WAY, SIDEWALK, LANDSCAPING AND UTILITIES EASEMENT

THIS EASEMENT, made this 24th day of April, 2025, by **TRSTE, LLC AS TRUSTEE OF LAND TRUST NO J15-0008 Dated February 6, 2015**, whose address is 924 W. Colonial Drive, Orlando, Florida 32804, hereinafter called the "Grantor", in favor of the **CITY OF WINTER GARDEN,** a Florida municipal corporation, with its permanent address at 300 West Plant Street, Winter Garden, Florida 34787, hereinafter call the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and the benefits to Grantor's property across which this easement is granted and certain other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns a perpetual public right-of-way, sidewalk, landscaping and utilities easement (the "Easement") for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, regulation, use, and modification of (i) a public right-of-way, including roads, turn-lanes, curbs, sidewalks, pavement, shoulders, traffic lights, poles, signs, drainage improvements, and other right-of-way improvements; and (ii) public and private franchise utilities and facilities, including but not limited to street lighting and lighting facilities, sewer lines, water lines, stormwater drainage lines and improvements, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, fiber optic cables and other public utilities and facilities of every type within the Easement, at Grantee's sole discretion. Further, Grantee shall have the right to install and maintain irrigation, trees and other landscaping within the Easement. The Easement shall be over, under, through, and across the real property (the "Easement Area") described to wit:

The Northern 7.0 feet of:

The North ½ of Lot 15, J.S. Loveless Addition to Winter Garden, LESS, beginning at the Northwest corner of said Lot 15, run thence East 60 feet, South 80 feet, West 60 feet and thence North 80 feet to the Point of Beginning, according to the map or plat thereof, as recorded in Plat Book D, Page 90, of the Public Records of Orange County, Florida.

The rights granted to the Grantee hereunder include Grantee's right of access over, under, upon and through the Easement Area to carry out the intended purposes of the Easement, right to collect, store, treat, and convey stormwater upon and through the Easement Area, and the right of vehicular and pedestrian access by the public over and across the Easement Area subject to the Grantee's superior right of regulation, control and operation of the Easement and the improvements thereon. Grantor will remain responsible for maintenance of the Easement Area until the Grantee makes improvements to the Easement Area.

The Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the improvements within the Easement that are constructed by Grantee or accepted in writing for maintenance by Grantee; provided however, nothing herein is intended as or

constitutes a waiver of the Grantee's sovereign immunity protections and defenses or any other protections and defenses afforded under law. Grantee shall, at its expense, only be responsible for the maintenance and repair of improvements that Grantee constructs or installs within the Easement Area or accepts in writing for maintenance by Grantee. All covenants, terms, rights, and provisions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD, this Easement unto the Grantee and its successors and assigns forever.

The Grantee herein and its successors and assigns shall have the right to clear and keep all trees, undergrowth and other obstructions that may interfere with the normal use, operation or maintenance of the Easement and the right-of-way, sidewalk, drainage improvements, utilities and facilities therein, out of and away from the Easement. Grantee's rights over, under, through and across the Easement are superior to all others. The Grantor, its heirs, successors and assigns, shall not build, construct or create, nor permit others to build, construct or create any buildings, other structures within the Easement and Grantor shall not construct or create, nor permit others to construct or create any other improvement or obstruction that may interfere with Grantee's normal operation, use or maintenance of the Easement and the right-of-way improvements, sidewalk, utilities and facilities therein, and Grantor shall not interfere with the right-of-way improvements, drainage improvements, sidewalks, utilities and facilities within the Easement or the Grantee's or the public's use thereof. The Grantor warrants that Grantor is fee simple owner of the Easement area and has the authority to grant the Easement herein.

Wherever used herein, the terms "Grantor" and "Grantee" include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations. Grantee, by its acceptance of this Easement, agrees to be bound by the terms and provisions set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Easement by the day and year first written above.

Witnesses:

Janice Hall
Signature

Janice Hall
Print

Cindy Park
Signature

Angel Parker
Print

GRANTOR:
TRSTE, LLC AS TRUSTEE OF LAND TRUST NO J15-0008 Dated February 6, 2015,

TRSTE, LLC, as Trustee

By: Brian J Lunsford **, as manager of TRST, LLC**

COUNTY OF ~~ORANGE~~ Forsyth
STATE OF ~~FLORIDA~~ Georgia

The foregoing instrument was executed and acknowledged before me by physical presence this 24th day of April, 2025 by Bryan Lunsford manager of **TRSTE, LLC AS TRUSTEE OF LAND TRUST NO J15-0008 Dated February 6, 2015**. Who is (check one) ☒ personally known to me, or ☐ has produced a valid driver's license as identification.

Sarah Dixon
Notary Public, State and County Aforesaid
Name: Sarah Dixon
My Commission Expires: 5/27/26
My Commission Number is: W-00558050

s:\aka\clients\winter garden\general w500-20501\right-of-way easement\272 center street right-of-way sidewalk landscaping and utilities easement 4-21-2025.doc

After Recording Return to:

City of Winter Garden, Florida
Assistant City Manager for Public Services
300 West Plant Street
Winter Garden, Florida 34787

Part of Orange County Tax Parcel Identification #13-22-27-5260-00-092

RIGHT-OF-WAY, SIDEWALK, LANDSCAPING AND UTILITIES EASEMENT

THIS EASEMENT, made this 24th day of April, 2025, by **GREENFLOWER CAPITAL LLC**, whose address is 2338 Immokalee Rd Ste 404, Naples, FL 34110-1445, hereinafter called the "Grantor", in favor of the **CITY OF WINTER GARDEN,** a Florida municipal corporation, with its permanent address at 300 West Plant Street, Winter Garden, Florida 34787, hereinafter call the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and the benefits to Grantor's property across which this easement is granted and certain other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns a perpetual public right-of-way, sidewalk, landscaping and utilities easement (the "Easement") for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, regulation, use, and modification of (i) a public right-of-way, including roads, turn-lanes, curbs, sidewalks, pavement, shoulders, traffic lights, poles, signs, drainage improvements, and other right-of-way improvements; and (ii) public and private franchise utilities and facilities, including but not limited to street lighting and lighting facilities, sewer lines, water lines, stormwater drainage lines and improvements, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, fiber optic cables and other public utilities and facilities of every type within the Easement, at Grantee's sole discretion. Further, Grantee shall have the right to install and maintain irrigation, trees and other landscaping within the Easement. The Easement shall be over, under, through, and across the real property (the "Easement Area") described to wit:

The Southern 5.0 feet of the South ½ of Lot 9, J. S. Loveless Addition to Winter Garden, according to the plat thereof recorded at Plat Book D, Page 90, Orange County Public Records.

The rights granted to the Grantee hereunder include Grantee's right of access over, under, upon and through the Easement Area to carry out the intended purposes of the Easement, right to collect, store, treat, and convey stormwater upon and through the Easement Area, and the right of vehicular and pedestrian access by the public over and across the Easement Area subject to the Grantee's superior right of regulation, control and operation of the Easement and the improvements thereon. Grantor will remain responsible for maintenance of the Easement Area until the Grantee makes improvements to the Easement Area.

The Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the improvements within the Easement that are constructed by Grantee or accepted in writing for maintenance by Grantee; provided however, nothing herein is intended as or constitutes a waiver of the Grantee's sovereign immunity protections and defenses or any other protections and defenses afforded under law. Grantee shall, at its expense, only be responsible for the maintenance and repair of improvements that Grantee constructs or installs within the Easement Area or accepts in writing for maintenance by Grantee. All covenants, terms, rights, and provisions herein

contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD, this Easement unto the Grantee and its successors and assigns forever.

The Grantee herein and its successors and assigns shall have the right to clear and keep all trees, undergrowth and other obstructions that may interfere with the normal use, operation or maintenance of the Easement and the right-of-way, sidewalk, drainage improvements, utilities and facilities therein, out of and away from the Easement. Grantee's rights over, under, through and across the Easement are superior to all others. The Grantor, its heirs, successors and assigns, shall not build, construct or create, nor permit others to build, construct or create any buildings, other structures within the Easement and Grantor shall not construct or create, nor permit others to construct or create any other improvement or obstruction that may interfere with Grantee's normal operation, use or maintenance of the Easement and the right-of-way improvements, sidewalk, utilities and facilities therein, and Grantor shall not interfere with the right-of-way improvements, drainage improvements, sidewalks, utilities and facilities within the Easement or the Grantee's or the public's use thereof. The Grantor warrants that Grantor is fee simple owner of the Easement area and has the authority to grant the Easement herein.

Wherever used herein, the terms "Grantor" and "Grantee" include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations. Grantee, by its acceptance of this Easement, agrees to be bound by the terms and provisions set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Easement by the day and year first written above.

Witnesses:

Signature

Janice Hall

Print

Signature

Angel Parker

Print

GRANTOR:
GREENFLOWER CAPITAL LLC

By: Brian Lunsford, Manager

COUNTY OF ~~ORANGE~~ Forsyth
STATE OF ~~FLORIDA~~ Georgia

The foregoing instrument was executed and acknowledged before me by physical presence this 14th day of April, 2025 by Brian Lunsford manager of **Greenflower Capital LLC**. Who are (check one) ☒ personally known to me, or ☐ have produced a valid driver's license as identification.

SARAH DIXON
Notary Public, Georgia
Forsyth County
My Commission Expires
May 27, 2026

Notary Public, State and County Aforesaid
Name: Sarah Dixon
My Commission Expires: 5/27/26
My Commission Number is: WJ-00558050

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After Recording Return to:

City of Winter Garden, Florida
Assistant City Manager for Public Services
300 West Plant Street
Winter Garden, Florida 34787

Part of Orange County Tax Parcel Identification #13-22-27-5260-00-042

RIGHT-OF-WAY, SIDEWALK, LANDSCAPING AND UTILITIES EASEMENT

THIS EASEMENT, made this 24th day of April, 2025, by **GREENFLOWER CAPITAL LLC**, whose address is 2338 Immokalee Rd Ste 404, Naples, FL 34110-1445, hereinafter called the "Grantor", in favor of the **CITY OF WINTER GARDEN,** a Florida municipal corporation, with its permanent address at 300 West Plant Street, Winter Garden, Florida 34787, hereinafter call the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and the benefits to Grantor's property across which this easement is granted and certain other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns a perpetual public right-of-way, sidewalk, landscaping and utilities easement (the "Easement") for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, regulation, use, and modification of (i) a public right-of-way, including roads, turn-lanes, curbs, sidewalks, pavement, shoulders, traffic lights, poles, signs, drainage improvements, and other right-of-way improvements; and (ii) public and private franchise utilities and facilities, including but not limited to street lighting and lighting facilities, sewer lines, water lines, stormwater drainage lines and improvements, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, fiber optic cables and other public utilities and facilities of every type within the Easement, at Grantee's sole discretion. Further, Grantee shall have the right to install and maintain irrigation, trees and other landscaping within the Easement. The Easement shall be over, under, through, and across the real property (the "Easement Area") described to wit:

The Southern 5.0 feet of the South ½ of Lot 4, J. S. Loveless Addition to Winter Garden, according to the plat thereof recorded at Plat Book D, Page 90, Orange County Public Records.

The rights granted to the Grantee hereunder include Grantee's right of access over, under, upon and through the Easement Area to carry out the intended purposes of the Easement, right to collect, store, treat, and convey stormwater upon and through the Easement Area, and the right of vehicular and pedestrian access by the public over and across the Easement Area subject to the Grantee's superior right of regulation, control and operation of the Easement and the improvements thereon. Grantor will remain responsible for maintenance of the Easement Area until the Grantee makes improvements to the Easement Area.

The Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the improvements within the Easement that are constructed by Grantee or accepted in writing for maintenance by Grantee; provided however, nothing herein is intended as or constitutes a waiver of the Grantee's sovereign immunity protections and defenses or any other protections and defenses afforded under law. Grantee shall, at its expense, only be responsible for the maintenance and repair of improvements that Grantee constructs or installs within the Easement Area or accepts in writing for maintenance by Grantee. All covenants, terms, rights, and provisions herein

contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD, this Easement unto the Grantee and its successors and assigns forever.

The Grantee herein and its successors and assigns shall have the right to clear and keep all trees, undergrowth and other obstructions that may interfere with the normal use, operation or maintenance of the Easement and the right-of-way, sidewalk, drainage improvements, utilities and facilities therein, out of and away from the Easement. Grantee's rights over, under, through and across the Easement are superior to all others. The Grantor, its heirs, successors and assigns, shall not build, construct or create, nor permit others to build, construct or create any buildings, other structures within the Easement and Grantor shall not construct or create, nor permit others to construct or create any other improvement or obstruction that may interfere with Grantee's normal operation, use or maintenance of the Easement and the right-of-way improvements, sidewalk, utilities and facilities therein, and Grantor shall not interfere with the right-of-way improvements, drainage improvements, sidewalks, utilities and facilities within the Easement or the Grantee's or the public's use thereof. The Grantor warrants that Grantor is fee simple owner of the Easement area and has the authority to grant the Easement herein.

Wherever used herein, the terms "Grantor" and "Grantee" include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations. Grantee, by its acceptance of this Easement, agrees to be bound by the terms and provisions set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Easement by the day and year first written above.

Witnesses:

Signature

Janice Hall
Print

Signature

Angel Parker
Print

GRANTOR:
GREENFLOWER CAPITAL LLC

By: Brian Lunsford, Manager

COUNTY OF ~~ORANGE~~ Forsyth
STATE OF ~~FLORIDA~~ Georgia

The foregoing instrument was executed and acknowledged before me by physical presence this 24th day of April, 2025 by Brian Lunsford manager of **Greenflower Capital LLC**. Who are (check one) ☒ personally known to me, or ☐ have produced a valid driver's license as identification.

SARAH DIXON
Notary Public, Georgia
Forsyth County
My Commission Expires
May 27, 2026

Notary Public, State and County Aforesaid
Name: Sarah Dixon
My Commission Expires: 5/27/26
My Commission Number is: WJ-005580S0

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After Recording Return to:

City of Winter Garden, Florida
Assistant City Manager for Public Services
300 West Plant Street
Winter Garden, Florida 34787

Part of Orange County Tax Parcel Identification #13-22-27-5260-00-116

RIGHT-OF-WAY, SIDEWALK, LANDSCAPING AND UTILITIES EASEMENT

THIS EASEMENT, made this 24th day of April, 2025, by **GREENFLOWER CAPITAL LLC**, whose address is 2338 Immokalee Rd Ste 404, Naples, FL 34110-1445, hereinafter called the "Grantor", in favor of the **CITY OF WINTER GARDEN,** a Florida municipal corporation, with its permanent address at 300 West Plant Street, Winter Garden, Florida 34787, hereinafter call the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and the benefits to Grantor's property across which this easement is granted and certain other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns a perpetual public right-of-way, sidewalk, landscaping and utilities easement (the "Easement") for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, regulation, use, and modification of (i) a public right-of-way, including roads, turn-lanes, curbs, sidewalks, pavement, shoulders, traffic lights, poles, signs, drainage improvements, and other right-of-way improvements; and (ii) public and private franchise utilities and facilities, including but not limited to street lighting and lighting facilities, sewer lines, water lines, stormwater drainage lines and improvements, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, fiber optic cables and other public utilities and facilities of every type within the Easement, at Grantee's sole discretion. Further, Grantee shall have the right to install and maintain irrigation, trees and other landscaping within the Easement. The Easement shall be over, under, through, and across the real property (the "Easement Area") described to wit:

> *The Southern 5.0 feet of the West 60 feet of South ½ of Lot 11, J. S. Loveless Addition to Winter Garden, according to the plat thereof recorded at Plat Book D, Page 90, Orange County Public Records.*

The rights granted to the Grantee hereunder include Grantee's right of access over, under, upon and through the Easement Area to carry out the intended purposes of the Easement, right to collect, store, treat, and convey stormwater upon and through the Easement Area, and the right of vehicular and pedestrian access by the public over and across the Easement Area subject to the Grantee's superior right of regulation, control and operation of the Easement and the improvements thereon. Grantor will remain responsible for maintenance of the Easement Area until the Grantee makes improvements to the Easement Area.

The Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the improvements within the Easement that are constructed by Grantee or accepted in writing for maintenance by Grantee; provided however, nothing herein is intended as or constitutes a waiver of the Grantee's sovereign immunity protections and defenses or any other protections and defenses afforded under law. Grantee shall, at its expense, only be responsible for the maintenance and repair of improvements that Grantee constructs or installs within the Easement Area or accepts in writing for maintenance by Grantee. All covenants, terms, rights, and provisions herein

contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD. this Easement unto the Grantee and its successors and assigns forever.

The Grantee herein and its successors and assigns shall have the right to clear and keep all trees, undergrowth and other obstructions that may interfere with the normal use, operation or maintenance of the Easement and the right-of-way, sidewalk, drainage improvements, utilities and facilities therein, out of and away from the Easement. Grantee's rights over, under, through and across the Easement are superior to all others. The Grantor, its heirs, successors and assigns, shall not build, construct or create, nor permit others to build, construct or create any buildings, other structures within the Easement and Grantor shall not construct or create, nor permit others to construct or create any other improvement or obstruction that may interfere with Grantee's normal operation, use or maintenance of the Easement and the right-of-way improvements, sidewalk, utilities and facilities therein, and Grantor shall not interfere with the right-of-way improvements, drainage improvements, sidewalks, utilities and facilities within the Easement or the Grantee's or the public's use thereof. The Grantor warrants that Grantor is fee simple owner of the Easement area and has the authority to grant the Easement herein.

Wherever used herein, the terms "Grantor" and "Grantee" include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations. Grantee, by its acceptance of this Easement, agrees to be bound by the terms and provisions set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Easement by the day and year first written above.

Witnesses:

Janice Hall
Signature

Janice Hall
Print

Signature

Angel Parker
Print

GRANTOR:
GREENFLOWER CAPITAL LLC

By: Brian Lunsford, Manager

COUNTY OF ~~ORANGE~~ Forsyth
STATE OF ~~FLORIDA~~ Georgia

The foregoing instrument was executed and acknowledged before me by physical presence this 24th day of April, 2025 by Brian Lunsford manager of **Greenflower Capital LLC**. Who are (check one) ☒ personally known to me, or ☐ have produced a valid driver's license as identification.

SARAH DIXON
Notary Public, Georgia
Forsyth County
My Commission Expires
May 27, 2026

Sarah Dixon
Notary Public, State and County Aforesaid
Name: Sarah Dixon
My Commission Expires: 5/27/26
My Commission Number is: LJ-0035805O

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TAX DEED

DOC# 20160652437
12/16/2016 08:07:16 AM Page 1 of 1
Rec Fee: $10.00
Deed Doc Tax: $14.70
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
IP - Ret To: 159 9TH ST LAND TRUST C/O

STATE OF FLORIDA
COUNTY OF ORANGE

The following Tax Sale Certificate number 2014-1023 issued on May 30, 2014 in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 15th day of December, 2016, offered for sale as required by law for cash to the highest bidder and was sold to:

159 9TH ST LAND TRUST C/O POR FAV PROPERTY SERVICES LLC AS TRUSTEE
13506 SUMMERPORT VILLAGE PKWY 301
WINDERMERE, FL 34786

being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

NOW, this 16th day of December, 2016, the County of Orange, State of Florida in consideration of the sum of $2,100.00, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands situated in the County and State and described as follows:

1ST ADDITION J S LOVELESS SUB Q/114 LOT 2 BLK C
PARCEL ID # 24-22-27-5256-03-020

MARTHA O. HAYNIE, COUNTY COMPTROLLER
ORANGE COUNTY, FLORIDA

BY: _____
Deputy County Comptroller
Orange County, Florida

COUNTY COMPTROLLER SEAL ORANGE COUNTY FLORIDA

WITNESSES:

P.D. Garbush
Signature

P. D. Garbush
Printed Name

C. Sampson
Signature

C. Sampson
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

On this 16th day of December, 2016, before me, personally appeared M Hildebrandt, Deputy County Comptroller in and for the State and County aforesaid, who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the use and purposes therein mentioned, who is personally known to me and who did not take an oath.

Witness my hand and official seal on the date aforesaid.

C Willis
Notary Public

Tax Deed File Number 2014-1023

C WILLIS
MY COMMISSION #FF097324
EXPIRES March 2, 2018
(407) 398-0153 FloridaNotaryService.com

This Instrument Prepared by and return to:

Kathy Golden, City Clerk
City of Winter Garden
300 W. Plant Street
Winter Garden, Florida 34787

DOC# 20150117180 B: 10885 P: 5626
03/09/2015 08:50:30 AM Page 1 of 1
Rec Fee: $10.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CITY OF WINTER GARDEN

STATE OF FLORIDA
COUNTY OF ORANGE

SPECIAL ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN, that on this 3rd day of March, 2015, before me, the undersigned authority, personally appeared Michael Bollhoefer, who states that he is the City Manager for the **CITY OF WINTER GARDEN, FLORIDA** (hereinafter the "City"), whose address is 300 W. Plant Street, Winter Garden, Florida, 34787, and that in accordance with Chapter 38 Article II Division 3 of the Code of Ordinances, City of Winter Garden, Florida (hereinafter the "Code"), the City furnished certain services to:

Name: **Georgia M. Morgan & Carrie M. Clark** Case # **14-143**

Mailing Address: 1202 Edgeway Street
Winter Garden, Florida 34787-2926
(Hereinafter, the "Owner")

for **demolishing and clearing** the property located at **159 9th Street**, Winter Garden, Florida, and more particularly described below:

PARCEL ID #: **24-22-27-5256-03-020**
Brief legal description: 1ST ADDITION J S LOVELESS SUB Q/114 LOT 2 BLK C

hereinafter, the "Subject Property" and that said services were performed on or about the 22nd day of January 2015 after proper notice to the owner and an opportunity for said owner to be heard pursuant to Section 38-98 of the Code, and that the costs for such **demolition and clearing** and certain administrative costs and expenses properly attributable thereto, (hereinafter collectively referred to as the "Charges"), were certified to the City Clerk by the Code Enforcement Division Manager in accordance with Section 38-100 of the Code, on the 24th day of February 2015 (hereinafter the "Date of Certification"), and that such charges, plus a charge equal to 100 percent that has been waived, in this case only, by the City Commission, to cover city expenses in the sum of $4,011.56 as noticed to the owner more than ten (10) days prior hereto, that such charges are still outstanding and unpaid, and that the City claims a lien upon the Subject Property for the sum of charges indicated, plus interest from the Date of Certification of said charges to the City at the rate of twelve percent (12%) per annum may be added until paid.

CITY OF WINTER GARDEN ORANGE COUNTY, FL SEAL

CITY OF WINTER GARDEN

Michael Bollhoefer, City Manager

Attest:

Kathy Golden, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO and subscribed before me this 3rd day of March, 2015, by Michael Bollhoefer, who is personally known to me.

ANGELA J. GRIMMAGE
Notary Public - State of Florida
My Comm. Expires Jan 9, 2018
Commission # FF 061963
Bonded Through National Notary Assn.

NOTARY PUBLIC:
SIGN:
PRINT: Angela J. Grimmage
State of Florida at Large

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: May 1, 2025 **Meeting Date:** May 8, 2025

Subject: Approve a Purchase Order for Mead and Hunt for Facility Plan Update and Fullers Reuse WTP Pressure Analysis and Solution.

Issue: This work proposal consists of 2 Parts; Task 1 is to update the Facility Master Plan and Task 2 is to analyze the Fullers Reuse Water Storage and Pumping Facility.

Recommended Action:

Recommend approving a Purchase Order for Mead and Hunt, Inc., in the amount of $86,150.00

Attachments:

- Scope of Work from Mead and Hunt

April 14, 2025

Jim Monahan, PE
Engineering Division Manager
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Email: jmonahan1@cwgdn.com

RE: CITY OF WINTER GARDEN FACILITY PLAN UPDATE AND PUMP STATION ASSESSMENT

Dear Jim:

In accordance with your request, we are pleased to offer the enclosed proposal for two tasks, Task A - Update of the Reclaimed Water Facility Plan (PLAN) and Task B – Fuller's RW Pump Station assessment. Task A will include updated modeling and project prioritization of the previously completed Facility Plan. Task B is intended to determine if a new 'Jockey' pump or retrofit of VFD's on existing pumps will best satisfy low flow demand conditions at the existing Fuller's RW pump station.

Upon completion of Task A, the PLAN will be updated to support the existing WWTP construction project at the Crest Ave. site. It will also evaluate the potential of re-prioritizing projects recommended in the original planning document. Specifically, this effort will evaluate the potential of delaying projects #RW-3 and RW-4 in order to defer costs and pursue alternative funding opportunities. Task B will result in delivery of a technical memorandum supporting a decision to either install a 'Jockey' pump or VFD's at the Fuller RW Pump Station. Task B will also include technical specifications and plans for the work. The plans will be suitable for construction by one of the City's 'push button' Contractors. This proposal does not include bid documents or bidding assistance.

Thank you for this opportunity to continue to be of service. Please call if you have questions or require additional assistance.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Vice President/Market Leader

Tanner Rachal, PE
Project Manager

Enclosure: Scope of Services and Fee Estimate

CITY OF WINTER GARDEN
SCOPE OF SERVICES AND FEE ESTIMATE
FACILITY PLAN UPDATE AND PUMP STATION ASSESSMENT

This Task Order is in conformance with the Continuing Contract for Professional Engineering Services RFQ 23-001 dated March 9, 2023 between the City of Winter Garden (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City of Winter Garden owns and operates a public access reclaimed (PAR) water system. The system receives PAR from the CITY's Crest Ave. WWTP and Orange County's CONSERV system. The reclaimed water system serves to provide effluent disposal and irrigation for commercial and residential customers. The system also enhances aquifer recharge and is an element of the CITY's consumptive use permit (CUP). The proposed Facility Plan (PLAN) Update and pump station assessment will consist of two tasks. Task A - Update of the Reclaimed Water Facility Plan (PLAN) and Task B – Fuller's RW Pump Station assessment. Task A will include updated modeling and project prioritization of the previously completed Facility Plan. Task B is intended to determine if a new 'Jockey' pump or retrofit of VFD's on existing pumps will best satisfy low flow demand conditions at the existing Fuller's RW pump station.

Upon completion of Task A, the PLAN will be updated to support the existing WWTP construction project at the Crest Ave. site. It will also evaluate the potential of re-prioritizing projects recommended in the original planning document. Specifically, this effort will evaluate the potential of delaying projects #RW-3 and RW-4 in order to defer costs and pursue alternative funding opportunities. Task B will result in delivery of a technical memorandum supporting a decision to either install a 'Jockey' pump or VFD's at the Fuller RW Pump Station. Task B will also include technical specifications and plans for the work. The plans will be suitable for construction by one of the City's 'push button' Contractors. This proposal does not include bid documents or bidding assistance.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT's Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project

and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 12-month project delivery schedule.

PHASE 2 – TASK A, HYDRAULIC MODELING and PLAN UPDATE

Data Collection

MEAD & HUNT will prepare a data request and compile relevant data from CITY, SJRWMD and FDEP sources. This data include population and flow estimates reclaimed water demands, reuse pumping information, pressure readings, customer account information and GIS data for the reclaimed water system.

Hydraulic Modeling and GIS Updates

MEAD & HUNT will prepare a hydraulic model of the CITY's reclaimed water pumping and distribution system. The model will be prepared using Bentley WaterCADD Connect software. The model will be based upon the previous model prepared for the CITY. Preliminary evaluation of the GIS data indicates that time will be needed to 'connect' the pipes and assign attributes to nodes. The primary intention of this effort is to evaluate future demand conditions to re-prioritize projects and potentially delay projects #RW-3 and RW-4.

Deliverables – Preliminary Design

- Updated Hydraulic Modeling Report

FACILITY PLAN UPDATE

MEAD & HUNT will update the existing Clean Water Facility Plan (PLAN). It will include the updated population and flow projections. It will also include updating the project prioritization schedules and cost estimates. The current plan includes an assumption that reclaimed water supply and augmentation from CONSERV will not be available due to water quality constraints in the Wekiva Basin. It is our understanding that CONSERV will be completing water quality improvements that may enable continued use of that source.

The City's primary needs remain beneficial utilization of effluent for CUP compliance and achieving additional reclaimed water storage and transmission capacity to manage existing and future effluent from the expanded Crest Ave. WWTP.

Deliverables – Facility Planning

- Facility Plan Update

PHASE 3 – TASK B, FULLER'S PUMP STATION ASSESSMENT and PLANS

Data Collection

MEAD & HUNT will prepare a data request and compile relevant data from CITY for the pump station assessment.

Assessment

MEAD & HUNT will evaluate historical pressure and flow information for the pump station in conjunction with the existing pump curves and turn down curves. A Technical Memorandum will be prepared that evaluates 2 alternatives:

1. Install a smaller 'jockey' pump to handle low flow conditions.
2. Retrofit VFD's on existing pumps

Plans and Specifications

Technical specifications for either the pumps or VFD's will be assembled. Plans will be prepared for permitting and construction by one of the City's 'pushbutton' Contractors or done in-house. This proposal does not include preparation of bid documents or a fully developed plan set.

PHASE 4 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

PHASE 5 – SUBCONSULTANTS

Electrical subconsulting will be required for completion of Task 3. Subconsultant shall be billed at actual cost plus 10% administrative overhead.

EXCLUSIONS

This scope of services excludes all items not specifically described herein

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phases 1 – 5	*120 days*	*Receipt of notice to proceed*

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$10,738*	*Lump Sum*
Phase 2 – Task A, Hydraulic Modeling and Plan Update	*$33,280*	*Lump Sum*
Phase 2 – Task B, Pump Station Assessment	*$20,664*	*Lump Sum*
Subtotal	*$64,682*	
Phase 4 - Contingency at 10%	*$6,468*	*Time & Expenses*
Phase 5 – Subconsultant Allowance	*$15,000*	Actual Cost + 10%
TOTAL	***$86,150***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF WINTER GARDEN	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	
Name:	_____	Name:	Brad T. Blais
Title:	_____	Title:	Vice President/Market Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:	_____	Date	April 14, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF WINTER GARDEN, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, City Clerk, Angee Grimmage, CMC, (407) 656-4111, Ext. 2297, agrimmage@wintergarden-fl.gov.

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: May 1, 2025 **Meeting Date:** May 8, 2025

Subject: Approve a Purchase Order to TD Thomson Construction Co., Inc. for Improvements to 681 W Plant Street (Lumen Property).

Issue: The City of Winter Garden recently purchased a portion of the property at 681 W Plant Street. As part of the purchase, improvements were required to be completed by the City of Winter Garden on the retained Lumen Property.

Recommended Action:

Recommend awarding the construction of the Lumen Property Improvements to TD Thomson Construction Co., Inc. in the amount of $227,505.09.

Attachments:

- Quote from TD Thomson Construction Co., Inc.

T. D.THOMSON CONSTRUCTION INC.

Estimate

Remitt To
PO BOx 1239
Sorrento FL 32776

Date	Estimate #
4/30/2025	100-187

Name / Address

City of Winter Garden
ATT: Jim Monahan
300 W. Plant Street
Winter Garden Fl 34787

Project

681 W. Plant St. (Parking Lot) 3/25

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	5,000.00	5,000.00
MOT (ONE LANE CLOSURE) X 2	2	EA	1,500.00	3,000.00
SILT FENCE NORTH SIDE	300	LF	3.50	1,050.00
SURVEYING	1	LS	6,000.00	6,000.00
PRIVATE LOCATING FOR PRIVATE SIDE	1	LS	1,400.00	1,400.00
COMPACTION TESTING	1	LS	3,000.00	3,000.00
PORTABLE TOILET FOR TD THOMSON	1	LS	480.00	480.00
PORTABLE TOILET FOR LUMEN	1	LS	240.00	240.00
DEMO CONCRETE PADS AND HAUL OFF	200	SF	3.25	650.00
DEMO DRAIN FIELD /TANK AND HAUL OFF	2	EA	5,400.00	10,800.00
DEMO WHEELS STOPS AND HAUL OFF	11	EA	20.00	220.00
DEMO DRIVEWAY APRONS	1,590	SF	3.25	5,167.50
CLEAN POND AND GRADE / HAUL OFF	3,850	SF	1.77	6,814.50
IMPORT FILL	90	CY	16.00	1,440.00
MOVE SHED	1	LS	750.00	750.00
INSTALL STEEL BOLLARDS 4"	2	EA	700.00	1,400.00
INSTALL 8" SDR 26 UNDER SIDEWALK	18	LF	42.50	765.00
INSTALL 4X4 CONCRETE POLES	5	EA	440.00	2,200.00
INSTALL CONDUIT FOR POWER (SEE NOTES)	400	LF	11.00	4,400.00
MILL EXISTING ASPHALT	1,589	SY	10.25	16,287.25
INSTALL SP 9.5 @1 1/2"	1,942	SY	21.75	42,238.50
24 PARKING BLOCKS AND STRIPING	1	LS	3,600.00	3,600.00
GRADE	650	SY	4.50	2,925.00
8" CONCRETE FINE	650	SY	26.00	16,900.00
INSTALL 4" SIDEWALK	730	SF	7.60	5,548.00
FORM AND INSTALL CONCRETE PAD @ 6"	288	SF	8.93	2,571.84
INSTALL CONCRETE 6" APRONS (2) 855 SF + 735 SF	1,590	SF	9.65	15,343.50
INSTALL 6" SDR26	114	LF	35.00	3,990.00
2" FORCE MAIN GREEN POLY	100	LF	23.00	2,300.00
4X2 WET TAP AND VALVE	2	EA	2,750.00	5,500.00
INSTALL LIFT STATION (WITH TRENCH BOX)	1	LS	49,654.00	49,654.00
TIE INTO FM	1	EA	2,750.00	2,750.00
CONNECTING SEWER TO EXISTING BUILDINGS	2	EA	1,560.00	3,120.00
NOTES*				
NO TEMPORARY FENCE INCLUDED				

tdthomson92@gmail.com

407-654-8388

Total

This quote is based on the availability of materials.
This quote is good for 30 days.

T. D.THOMSON CONSTRUCTION INC.

Estimate

Remitt To
PO BOx 1239
Sorrento FL 32776

Date	Estimate #
4/30/2025	100-187

Name / Address
City of Winter Garden ATT: Jim Monahan 300 W. Plant Street Winter Garden Fl 34787

Project
681 W. Plant St. (Parking Lot) 3/25

Description	Qty	Unit	Rate	Total
TD THOMSON WILL INSTALL ALL CONDUITS (NOT ENOUGH INFORMATION ON ELECTRICAL TO BE INCLUDED IN THIS BID) LIGHT POLE RELOCATE (BY OTHERS) NO REMOVAL OF EXISTING FENCE OR INSTALLATION OF NEW FENCE AND GATES IF EXISTING SHED CANNOT BE MOVED INTACT, ADDITIONAL COST FOR NEW ONE WILL BE APPROX. $3500. ONLY THE ABOVE INCLUDED				

tdthomson92@gmail.com

407-654-8388

Total $227,505.09

This quote is based on the availability of materials.
This quote is good for 30 days.

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: April 29, 2025 **Meeting Date:** May 8, 2025

Subject: Edgeway Drive

HABITAT EDGEWAY

Final Plat Approval

PARCEL ID# 12-22-27-6496-06-0006 (+/- 1.31 ACRES)

Issue: The applicant, West Orange Habitat for Humanity, is requesting to record the Final Plat for seven (7) new single-family residential lots on the +/- 1.31 acre property located on the north side of Edgeway Drive.

Discussion:

The applicant is requesting Final Plat approval for the +/- 1.31 acre property located on the north side of Edgeway Drive. The property received Preliminary Plat approval March 3, 2025.

The proposed Final Plat is consistent with the approved preliminary plat, featuring seven (7) single-family lots and one (1) stormwater management tract and associated easements.

The property is designated LD (Low Density Residential) on the City's Future Land Use Map and is zoned R-4, Residential District. Development of the property is consistent with the City's Comprehensive Plan and the City Codes.

Recommended Action:

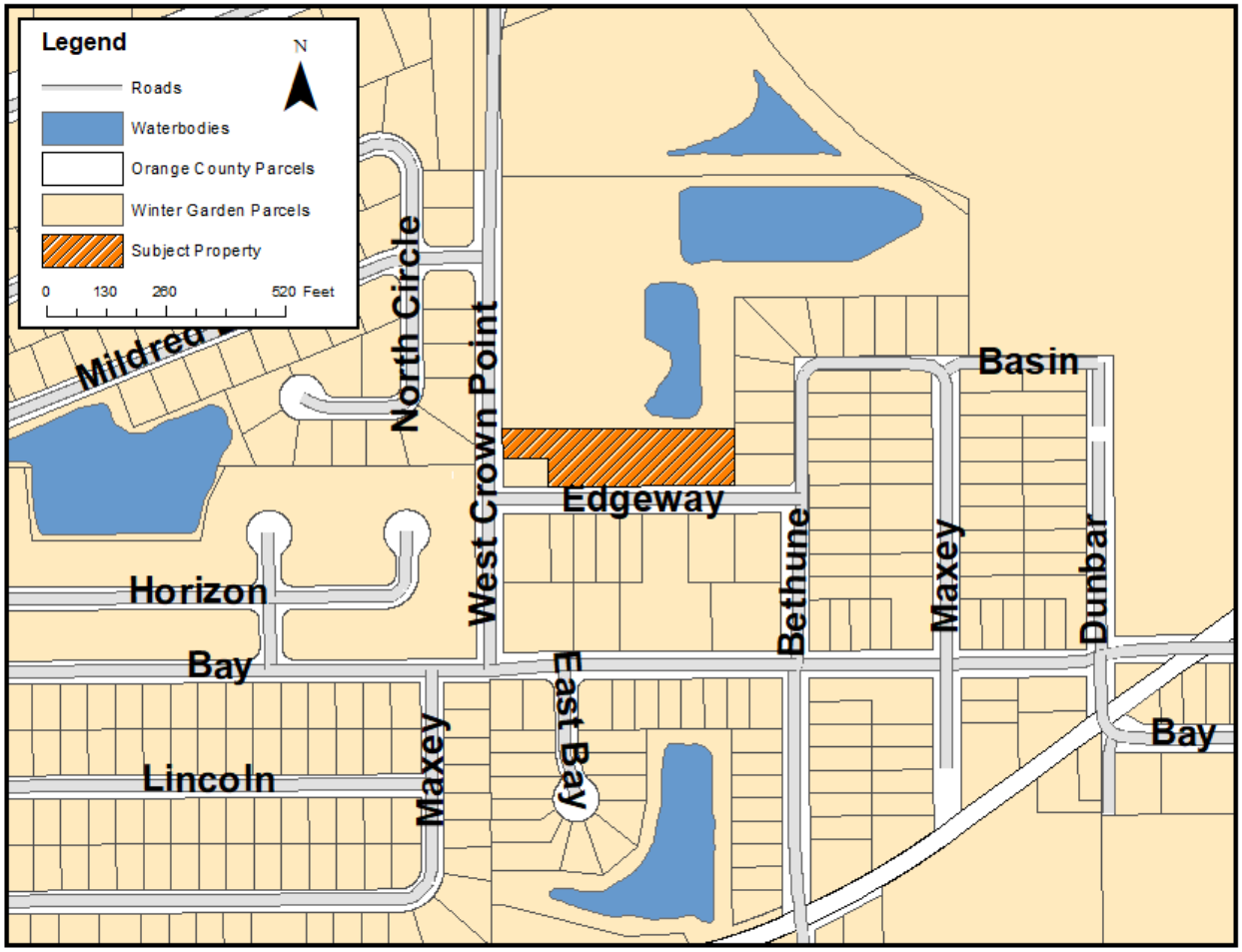
Staff recommends approval of the Final Plat subject to the conditions outlined in the attached DRC Report dated April 22, 2025.

Attachment(s)/References:

Location Map
Final Plat
Development Review Committee Memo

Location Map

Habitat Edgeway



HABITAT EDGEWAY

SHEET 1 OF 2

A REPLAT OF THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND AS RECORDED IN PLAT BOOK F, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK_____ PAGE _____

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "F", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

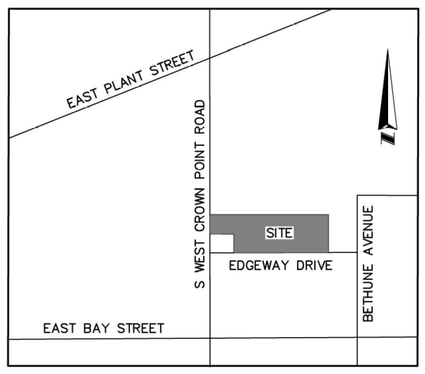
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, DUNBAR MANOR, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 3, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF EDGEWAY DRIVE, FICQUETTE–THORNAL SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 58 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°44'04" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 405.35 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 00°11'08" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89°44'04" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF WEST CROWN POINT ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 5368, PAGE 2134 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°11'08" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 65.00 FEET TO A POINT LYING 125.00 FEET NORTH OF (PERPENDICULAR MEASURE) SAID NORTHERLY RIGHT OF WAY LINE OF EDGEWAY DRIVE; THENCE RUN NORTH 89°44'04" EAST, PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 505.82 FEET TO THE WESTERLY LINE OF SAID DUNBAR MANOR; THENCE RUN SOUTH 00°01'50" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA AND CONTAINS 1.31 ACRES MORE OR LESS

ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF BLOCK F, OVERSTREET CRATE COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F. PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST COMER OF THE 30 FOOT RIGHT–OF–WAY OF BASIN STREET AND BETHUNE AVENUE, THENCE RUN SOUTH ALONG THE WEST RIGHT–OF–WAY LINE OF BETHUNE AVENUE, 280 FEET TO THE NORTHERLY RIGHT–OF–WAY LINE OF EDGEWAY DRIVE; THENCE WEST ALONG THE NORTHERLY RIGHT–OF–WAY LINE, 130 FEET TO THE SOUTHWEST CORNER OF LOT 1, DUNBAR MANOR, RECORDED IN PLAT BOOK 11, PAGE 3, FOR THE POINT OF BEGINNING; THENCE CONTINUE WEST 535.77 FEET; THENCE NORTH 125 FEET; THENCE EAST 535.77 FEET; THENCE SOUTH 125 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5368, PAGE 2134, LESS THE SOUTH 60 FEET OF THE WEST 100 FEET THEREOF. ALL BEING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 13–22–27, BEING NORTH 89°45'15" EAST.
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION;PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, AND SUCH OTHER INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN, IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, LOTS AND THE IMPROVEMENTS THEREON.
4. ALL UTILITY EASEMENTS CREATED BY THIS PLAT ARE DEDICATED TO THE CITY OF WINTER GARDEN AND THE PERPETUAL USE OF THE PUBLIC. THE CITY OF WINTER GARDEN'S RIGHTS IN THE UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE SUPERIOR TO ALL OTHERS AND NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY'S UTILITY IMPROVEMENTS WITHIN SUCH UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT ACCEPTS AND/OR INSTALLS WITHIN THE UTILITY EASEMENT AREAS.
5. NO EASEMENT DEDICATED BY THIS PLAT, INCLUDING WITHOUT LIMITATION, TO THE CITY OF WINTER GARDEN, THE PUBLIC, OR TO ANY LOT OWNER, SHALL BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF WINTER GARDEN.
6. THE LOT OWNERS AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES AND AMENITIES AND THE INDIVIDUAL LOT OWNERS TO THE EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN THE CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE LOT OWNERS, THIS PLAT OR AS OTHERWISE PERMITTED BY LAW.
7. THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY THE LOT OWNERS WITH THE POWER TO ASSESS THE LOTS. THE LOT OWNERS, THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE DRAINAGE AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS SUBJECT TO THE RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION AND THE DEDICATIONS, RESTRICTIONS AND RESERVATIONS, AS SET FORTH ON THIS PLAT.
8. THE 10.00' UTILITY, DRAINAGE & SIDEWALK EASEMENT (DUSE) SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR MAINTENANCE OF THE UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS INSTALLED WITHIN THE EASEMENT AREA AND THE LOT OWNERS OF THE SUBDIVISION ARE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR ALL OTHER PURPOSES, INCLUDING WITHOUT LIMITATION, FOR MAINTENANCE AND TRIMMING OF LANDSCAPING AND SOD WITHIN THE EASEMENT AREA. THE CITY OF WINTER GARDEN'S RIGHTS IN THE EASEMENT AREA INCLUDE THE RIGHT TO ALLOW THE PUBLIC TO USE THE SIDEWALK IMPROVEMENTS WITHIN THE EASEMENT AREA SUBJECT TO THE CITY'S REGULATION AND CONTROL.
9. TRACT SW–1 (STORMWATER) IS DEDICATED, IN FEE SIMPLE, TO THE CITY OF WINTER GARDEN WITHOUT ANY RESTRICTION WHATSOEVER UPON THE CITY OF WINTER GARDEN. CITY OWNERSHIP OF THIS TRACT AND ANY IMPROVEMENTS THEREON VEST UPON APPROVAL OF THIS PLAT.
10. THE DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE DEDICATED TO THE CITY OF WINTER GARDEN. NO CLEARING, GRADING, CONSTRUCTION OR ALTERATIONS ARE PERMITTED WITHIN THE EASEMENT AREA WITHOUT APPROVAL OF THE CITY OF WINTER GARDEN. FENCES OF ANY MATERIAL ARE NOT PERMITTED WITHIN THE TEN (10) FOOT WIDE DRAINAGE EASEMENT ALONG THE REAR OF LOTS 2 THROUGH 7. LOT OWNERS OF LOTS 2 THROUGH 7 ARE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR ALL OTHER PURPOSES, INCLUDING WITHOUT LIMITATION, FOR MAINTENANCE AND TRIMMING OF LANDSCAPING AND SOD WITHIN THE EASEMENT AREA.
11. LOT CORNERS WILL BE SET IN ACCORDANCE TO CHAPTER 177.091(9) PRIOR TO ANY TRANSFER OF LOTS.

LEGEND:

ORB.....OFFICIAL RECORDS BOOK
PG(S).....PAGE(S)
R/W.....RIGHT–OF–WAY
DUSE.....DRAINAGE, UTILITY AND SIDEWALK EASEMENT
DUE.....DRAINAGE AND UTILITY EASEMENT
UE.....UTILITY EASEMENT
℄.....CENTERLINE
CCR.....CERTIFIED CORNER RECORD
■ .....SET 4"X 4" CONCRETE MONUMENT, PERMANENT REFERENCE MONUMENT (PRM) LB #8627
◉ .....SET NAIL AND DISK, PERMANENT REFERENCE MONUMENT (PRM) LB #8627

SHEET INDEX
SHEET 1 OF 2 – LEGAL DESCRIPTION, DEDICATION, NOTES, LEGEND
SHEET 2 OF 2 – LOT/TRACT GEOMETRY, LEGEND

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

ALLEN & COMPANY
Founded in 1988
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
LICENSED BUSINESS #8627
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654–5355 FAX (407) 654–5356

HABITAT EDGEWAY
DEDICATION

This is to certify that the undersigned, West Orange Habitat for Humanity, Inc., a Florida not for profit corporation, (hereinafter referred to as Owner) in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including the Plat surveyor's notes.

IN WITNESS WHEREOF, the undersigned West Orange Habitat for Humanity, Inc., a Florida not for profit corporation has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2025.

West Orange Habitat for Humanity, Inc., a
Florida not for profit corporation

_____
Printed Name:
Title:

Signed and sealed in the presence of: _____
Printed Name of Witness: _____
_____
Printed Name of Witness: _____

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, the foregoing instrument was acknowledged before me on this____day of_____2025, _____, _____ on behalf of said WEST ORANGE HABITAT FOR HUMANITY, INC. That before me by means of ( ) physical presence or ( ) online notarization, He/she is personally known to me or produced _____as identification.

_____
Notary Public
Commission Expires: _____
Commission Number: _____
Printed Name:_____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that I have examined the foregoing plat and find it to comply in form with all the requirements of Part 1 of Chapter 177, Florida Statutes.

_____ _____
Jeffrey M. Schwartz PSM (LS 6618) Date

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ 2025 the City Commission of the City of Winter Garden, Florida approved the foregoing plat. _____

_____
Mayor
Attest: _____
City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ _____ I completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my responsible direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 8627
16 East Plant Street,
Winter Garden, Florida 34787

CERTIFICATE OF COUNTY COMPTROLLER

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

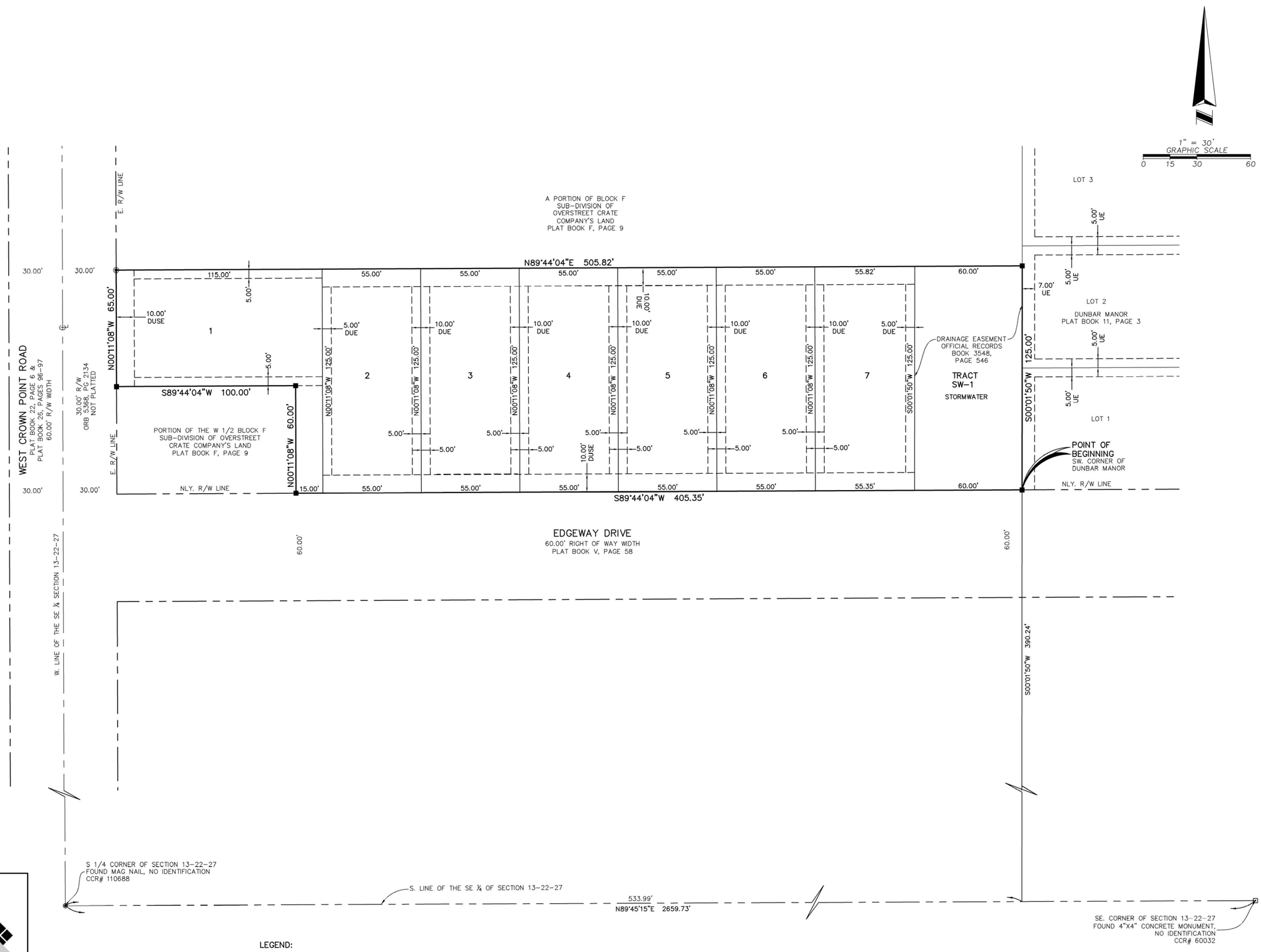
County Comptroller in and for Orange County, Florida.

_____

HABITAT EDGEWAY

SHEET 2 OF 2 | PLAT BOOK____ PAGE _____

A REPLAT OF THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND AS RECORDED IN PLAT BOOK F, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



LEGEND:

ORB.....OFFICIAL RECORDS BOOK
PG(S).....PAGE(S)
R/W.....RIGHT-OF-WAY
DUSE.....DRAINAGE, UTILITY AND SIDEWALK EASEMENT
DUE.....DRAINAGE AND UTILITY EASEMENT
UE.....UTILITY EASEMENT
℄.....CENTERLINE
CCR.....CERTIFIED CORNER RECORD

■ .....SET 4"X 4" CONCRETE MONUMENT, PERMANENT REFERENCE MONUMENT (PRM) LB #8627

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CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

(407) 656-4111 – FAX (407) 877-2363

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: APRIL 22, 2025
SUBJECT: EDGEWAY DRIVE SUBDIVISION- REVIEW OF FINAL PLAT – WEST ORANGE HABITAT FOR HUMANITY – FINAL REVIEW

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

ENGINEERING COMMENTS

1. Final signed mylar, along with all other original executed documents, will be required prior to scheduling for the City Commission meeting, after Staff approval.
2. Planning Department shall review plat for compliance with the R-4 zoning, Preliminary Plat, including lighting, buffers, signage, landscape/hardscape, etc.
3. City Reviewing Surveyor and City Attorney had no further comments.
4. All recording information needs to be inserted where appropriate once available.
5. Transfer of all common areas, tracts, and easements to the City shall take place prior to, or with final plat recording (via deed). A draft deed (Tract SW-1) has been provided for the City Attorney and City's Reviewing Surveyor to review.
6. City Attorney shall review and approve the Dedication, CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc.
7. Performance Bond: The improvements are not completed (C of C not issued). A Performance bond or letter of credit in the amount of **120**% of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount shall include cost of street lighting from Duke Energy (if not already paid or installed)**;** street and regulatory signs, final lift of asphalt, required landscaping, walls, amenities, etc**.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Provide Design Engineer's certification of cost of any incomplete improvements and contractor's contract for the work. Final plat will not be forwarded to the City Commission for approval without performance bond (unless C of C has been issued).

   Based on the Design Engineer's certification of $18,090.00 for the cost of the incomplete improvements, the performance bond/LOC amount shall be **$21,708.00**, representing 120% of the cost. LOC and Guarantee Agreement have been received.
8. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20**% of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. Design Engineer shall provide certification of total cost of this phase, based on Contractor's final pay application, for determination of Maintenance Bond amount.

9. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
10. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. No additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
11. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
12. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department.
13. Design Engineer has provided certification that he has reviewed the final plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans.
14. Additional comments will be generated at subsequent reviews.

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

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: April 29, 2025 **Meeting Date:** May 8, 2025

Subject: Edgeway Drive

HABITAT EDGEWAY

Final Plat Approval

PARCEL ID# 12-22-27-6496-06-0006 (+/- 1.31 ACRES)

Issue: The applicant, West Orange Habitat for Humanity, is requesting to record the Final Plat for seven (7) new single-family residential lots on the +/- 1.31 acre property located on the north side of Edgeway Drive.

Discussion:

The applicant is requesting Final Plat approval for the +/- 1.31 acre property located on the north side of Edgeway Drive. The property received Preliminary Plat approval March 3, 2025.

The proposed Final Plat is consistent with the approved preliminary plat, featuring seven (7) single-family lots and one (1) stormwater management tract and associated easements.

The property is designated LD (Low Density Residential) on the City's Future Land Use Map and is zoned R-4, Residential District. Development of the property is consistent with the City's Comprehensive Plan and the City Codes.

Recommended Action:

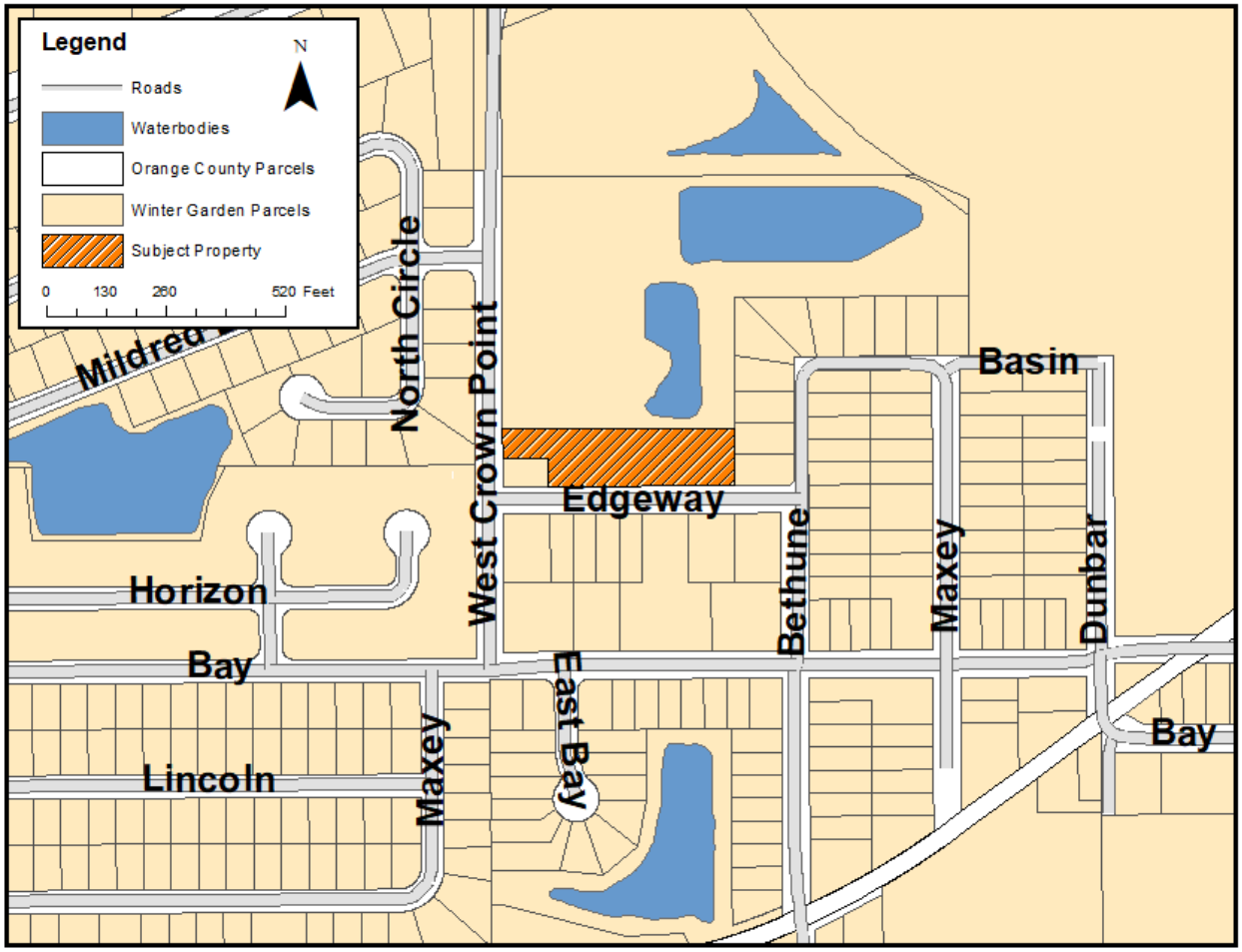
Staff recommends approval of the Final Plat subject to the conditions outlined in the attached DRC Report dated April 22, 2025.

Attachment(s)/References:

Location Map
Final Plat
Development Review Committee Memo

Location Map

Habitat Edgeway



HABITAT EDGEWAY

SHEET 1 OF 2

A REPLAT OF THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND AS RECORDED IN PLAT BOOK F, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK_____ PAGE _____

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "F", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

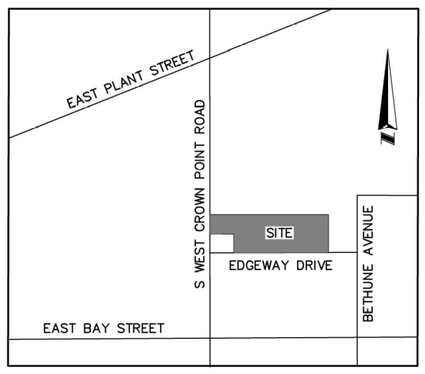
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, DUNBAR MANOR, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 3, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF EDGEWAY DRIVE, FICQUETTE–THORNAL SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 58 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°44'04" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 405.35 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 00°11'08" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89°44'04" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF WEST CROWN POINT ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 5368, PAGE 2134 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°11'08" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 65.00 FEET TO A POINT LYING 125.00 FEET NORTH OF (PERPENDICULAR MEASURE) SAID NORTHERLY RIGHT OF WAY LINE OF EDGEWAY DRIVE; THENCE RUN NORTH 89°44'04" EAST, PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 505.82 FEET TO THE WESTERLY LINE OF SAID DUNBAR MANOR; THENCE RUN SOUTH 00°01'50" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA AND CONTAINS 1.31 ACRES MORE OR LESS

ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF BLOCK F, OVERSTREET CRATE COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F. PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST COMER OF THE 30 FOOT RIGHT–OF–WAY OF BASIN STREET AND BETHUNE AVENUE, THENCE RUN SOUTH ALONG THE WEST RIGHT–OF–WAY LINE OF BETHUNE AVENUE, 280 FEET TO THE NORTHERLY RIGHT–OF–WAY LINE OF EDGEWAY DRIVE; THENCE WEST ALONG THE NORTHERLY RIGHT–OF–WAY LINE, 130 FEET TO THE SOUTHWEST CORNER OF LOT 1, DUNBAR MANOR, RECORDED IN PLAT BOOK 11, PAGE 3, FOR THE POINT OF BEGINNING; THENCE CONTINUE WEST 535.77 FEET; THENCE NORTH 125 FEET; THENCE EAST 535.77 FEET; THENCE SOUTH 125 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5368, PAGE 2134, LESS THE SOUTH 60 FEET OF THE WEST 100 FEET THEREOF. ALL BEING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 13–22–27, BEING NORTH 89°45'15" EAST.
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION;PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, AND SUCH OTHER INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN, IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, LOTS AND THE IMPROVEMENTS THEREON.
4. ALL UTILITY EASEMENTS CREATED BY THIS PLAT ARE DEDICATED TO THE CITY OF WINTER GARDEN AND THE PERPETUAL USE OF THE PUBLIC. THE CITY OF WINTER GARDEN'S RIGHTS IN THE UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE SUPERIOR TO ALL OTHERS AND NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY'S UTILITY IMPROVEMENTS WITHIN SUCH UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT ACCEPTS AND/OR INSTALLS WITHIN THE UTILITY EASEMENT AREAS.
5. NO EASEMENT DEDICATED BY THIS PLAT, INCLUDING WITHOUT LIMITATION, TO THE CITY OF WINTER GARDEN, THE PUBLIC, OR TO ANY LOT OWNER, SHALL BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF WINTER GARDEN.
6. THE LOT OWNERS AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES AND AMENITIES AND THE INDIVIDUAL LOT OWNERS TO THE EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN THE CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE LOT OWNERS, THIS PLAT OR AS OTHERWISE PERMITTED BY LAW.
7. THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY THE LOT OWNERS WITH THE POWER TO ASSESS THE LOTS. THE LOT OWNERS, THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE DRAINAGE AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS SUBJECT TO THE RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION AND THE DEDICATIONS, RESTRICTIONS AND RESERVATIONS, AS SET FORTH ON THIS PLAT.
8. THE 10.00' UTILITY, DRAINAGE & SIDEWALK EASEMENT (DUSE) SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR MAINTENANCE OF THE UTILITY, DRAINAGE AND SIDEWALK IMPROVEMENTS INSTALLED WITHIN THE EASEMENT AREA AND THE LOT OWNERS OF THE SUBDIVISION ARE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR ALL OTHER PURPOSES, INCLUDING WITHOUT LIMITATION, FOR MAINTENANCE AND TRIMMING OF LANDSCAPING AND SOD WITHIN THE EASEMENT AREA. THE CITY OF WINTER GARDEN'S RIGHTS IN THE EASEMENT AREA INCLUDE THE RIGHT TO ALLOW THE PUBLIC TO USE THE SIDEWALK IMPROVEMENTS WITHIN THE EASEMENT AREA SUBJECT TO THE CITY'S REGULATION AND CONTROL.
9. TRACT SW–1 (STORMWATER) IS DEDICATED, IN FEE SIMPLE, TO THE CITY OF WINTER GARDEN WITHOUT ANY RESTRICTION WHATSOEVER UPON THE CITY OF WINTER GARDEN. CITY OWNERSHIP OF THIS TRACT AND ANY IMPROVEMENTS THEREON VEST UPON APPROVAL OF THIS PLAT.
10. THE DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE DEDICATED TO THE CITY OF WINTER GARDEN. NO CLEARING, GRADING, CONSTRUCTION OR ALTERATIONS ARE PERMITTED WITHIN THE EASEMENT AREA WITHOUT APPROVAL OF THE CITY OF WINTER GARDEN. FENCES OF ANY MATERIAL ARE NOT PERMITTED WITHIN THE TEN (10) FOOT WIDE DRAINAGE EASEMENT ALONG THE REAR OF LOTS 2 THROUGH 7. LOT OWNERS OF LOTS 2 THROUGH 7 ARE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR ALL OTHER PURPOSES, INCLUDING WITHOUT LIMITATION, FOR MAINTENANCE AND TRIMMING OF LANDSCAPING AND SOD WITHIN THE EASEMENT AREA.
11. LOT CORNERS WILL BE SET IN ACCORDANCE TO CHAPTER 177.091(9) PRIOR TO ANY TRANSFER OF LOTS.

LEGEND:

ORB.....OFFICIAL RECORDS BOOK
PG(S).....PAGE(S)
R/W.....RIGHT–OF–WAY
DUSE.....DRAINAGE, UTILITY AND SIDEWALK EASEMENT
DUE.....DRAINAGE AND UTILITY EASEMENT
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SHEET INDEX
SHEET 1 OF 2 – LEGAL DESCRIPTION, DEDICATION, NOTES, LEGEND
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HABITAT EDGEWAY
DEDICATION

This is to certify that the undersigned, West Orange Habitat for Humanity, Inc., a Florida not for profit corporation, (hereinafter referred to as Owner) in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including the Plat surveyor's notes.

IN WITNESS WHEREOF, the undersigned West Orange Habitat for Humanity, Inc., a Florida not for profit corporation has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2025.

West Orange Habitat for Humanity, Inc., a
Florida not for profit corporation

_____
Printed Name:
Title:

Signed and sealed in the presence of: _____
Printed Name of Witness: _____
_____
Printed Name of Witness: _____

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, the foregoing instrument was acknowledged before me on this____day of_____2025, _____, _____ on behalf of said WEST ORANGE HABITAT FOR HUMANITY, INC. That before me by means of ( ) physical presence or ( ) online notarization, He/she is personally known to me or produced _____as identification.

_____
Notary Public
Commission Expires: _____
Commission Number: _____
Printed Name:_____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that I have examined the foregoing plat and find it to comply in form with all the requirements of Part 1 of Chapter 177, Florida Statutes.

_____ _____
Jeffrey M. Schwartz PSM (LS 6618) Date

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ 2025 the City Commission of the City of Winter Garden, Florida approved the foregoing plat. _____

_____
Mayor
Attest: _____
City Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ _____ I completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my responsible direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 8627
16 East Plant Street,
Winter Garden, Florida 34787

CERTIFICATE OF COUNTY COMPTROLLER

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

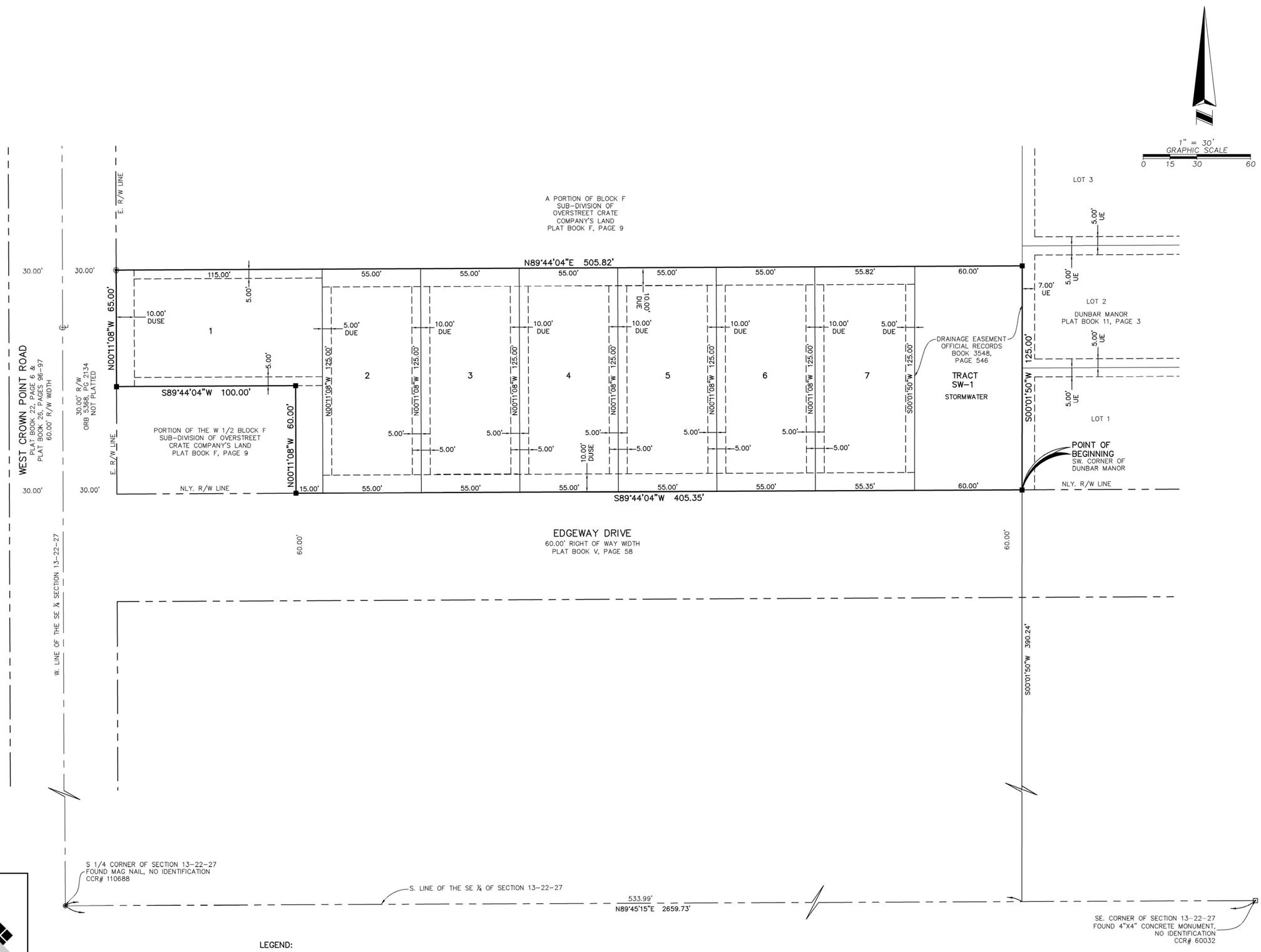
County Comptroller in and for Orange County, Florida.

_____

HABITAT EDGEWAY

SHEET 2 OF 2 | PLAT BOOK____ PAGE _____

A REPLAT OF THAT PART OF THE WEST 1/2 OF BLOCK "F" OF OVERSTREET CRATE COMPANY'S LAND AS RECORDED IN PLAT BOOK F, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



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WINTER GARDEN, FLORIDA 34787
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CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

(407) 656-4111 – FAX (407) 877-2363

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: APRIL 22, 2025
SUBJECT: EDGEWAY DRIVE SUBDIVISION- REVIEW OF FINAL PLAT – WEST ORANGE HABITAT FOR HUMANITY – FINAL REVIEW

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

ENGINEERING COMMENTS

1. Final signed mylar, along with all other original executed documents, will be required prior to scheduling for the City Commission meeting, after Staff approval.
2. Planning Department shall review plat for compliance with the R-4 zoning, Preliminary Plat, including lighting, buffers, signage, landscape/hardscape, etc.
3. City Reviewing Surveyor and City Attorney had no further comments.
4. All recording information needs to be inserted where appropriate once available.
5. Transfer of all common areas, tracts, and easements to the City shall take place prior to, or with final plat recording (via deed). A draft deed (Tract SW-1) has been provided for the City Attorney and City's Reviewing Surveyor to review.
6. City Attorney shall review and approve the Dedication, CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc.
7. Performance Bond: The improvements are not completed (C of C not issued). A Performance bond or letter of credit in the amount of **120**% of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount shall include cost of street lighting from Duke Energy (if not already paid or installed)**;** street and regulatory signs, final lift of asphalt, required landscaping, walls, amenities, etc**.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. Provide Design Engineer's certification of cost of any incomplete improvements and contractor's contract for the work. Final plat will not be forwarded to the City Commission for approval without performance bond (unless C of C has been issued).

   Based on the Design Engineer's certification of $18,090.00 for the cost of the incomplete improvements, the performance bond/LOC amount shall be **$21,708.00**, representing 120% of the cost. LOC and Guarantee Agreement have been received.
8. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20**% of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. Design Engineer shall provide certification of total cost of this phase, based on Contractor's final pay application, for determination of Maintenance Bond amount.

9. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
10. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. No additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
11. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
12. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department.
13. Design Engineer has provided certification that he has reviewed the final plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans.
14. Additional comments will be generated at subsequent reviews.

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

THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: April 30, 2025 **Meeting Date:** May 8, 2025

Subject: American Legion – Memorial Day Special Event at Veterans Park

Issue: Special Event approval for the City of Winter Garden in partnership with the American Legion Post 63 to hold a Memorial Day Ceremony at Veterans Park on Monday, May 26, 2025.

Discussion:

The City of Winter Garden in partnership with the American Legion is requesting permission to hold a Ceremony to remember veterans from Winter Garden who gave their lives during war time. The event is proposed to be on Monday, May 26, 2025 from 7:30 am to 10:00 am at Veterans Park where a representative will read the names of the veterans and lay a wreath in front of the Memorial Wall.

Recommended Action:

Staff recommends approval of the event.

Attachment(s)/References:

Permit Application

Community Development
Planning & Zoning

No Fee / Waived

APR 04 2025

May 26th

Recieved by: CR
Project #: PZE2025-0064

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 PROPERTYWHERE 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: 3/31/2025
ORGANIZATION/GROUP: American Legion Post 63 NON-PROFIT ☑ CORP ☐ INDIV. ☐
NAME OF EVENT: Memorial Day Community Ceremony
CONTACT/REPRESENTATIVE: Rodney Walls / David Kassander PHONE # 407.626.8604 / 407.900.3283
ALT. PHONE #: _____ EMAIL: bftrodney@gmail.com
EVENT LOCATION: Veterans Memorial Park- 420 S Park Ave Winter Garden, FL PROPOSED DATES: May 26, 2025
HOURS: 07:30 - 10:00 AM ESTIMATED DAILY ATTENDANCE: 200
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 7:30 am BREAKDOWN: 0930 am

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)

Ceremony to remember veterans who gave their lives in wartime.

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ☐ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☑ OPEN TO PUBLIC
- ☐ STREET/SIDEWALK CLOSURE
  HOURS OF: 8:30 AM to 10 AM
- ☐ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☑ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☑ AMPLIFIED SPEAKING/MUSIC
  HOURS OF: 8:30 AM to 10 AM
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☐ TENTS # & SIZEOF: _____
- ☑ TEMPORARY EVENT SIGNAGE
- ☐ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

REVISED 02/23/2016

City of Winter Garden
Community Development
300 West Plant Street
Winter Garden, FL 34787

(407) 656-4111
www.wintergarden-fl.gov

Special Events Policies and Procedures

Food Vending

The Dept. of Business and Professional Regulation of the State of Florida requires that you notify their Division of Hotels and Restaurants no later than three days prior to any temporary event where food will be sold. All food vendors must meet minimum safety and sanitation requirements and pay a temporary event licensing fee if they do not already hold an annual license with the State of Florida. The Division of Hotels and Restaurants can be reached at 850-487-1395 or visit http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html for more information.

Event Insurance

Limits will in most instances be required in the following amounts:
General aggregate $1,000,000 Products Aggregate $1,000,000
Personal & Advertising Injury $250,000 Each Occurrence $250,000
Fire Legal Liability $50,000 Medical Payments $2,000

City Staff reserves the right to request increased limits deemed necessary for certain high-risk activities. Individuals, Groups without insurance, or groups that do no produce an appropriate certificate of insurance two weeks prior to the event date will be required to purchase individual event policies through the City Insurance carrier at limits deemed necessary by city staff. Prices for appropriate policies are established by the insurance broker and are non-negotiable. If proper insurance is not obtained or paid for at least two weeks prior to the scheduled event, the City reserves the right to cancel the event request.

Permit Fees

Events with less than 25 in attendance: $25.00
Events with 25 - 200 people in attendance: $150.00 Events
with over 200 people in attendance: $1,000.00

Fees

Other fees will be assessed if deemed necessary by certain applicable departments. Although not an exhaustive list, fees may be assessed for police officers, police supervisors, fire protection, EMT personnel, street barricading, electric usage, necessary maintenance staff, trash receptacles & collection, other necessary staff on-site during event hours, etc. Bonds of up to $5,000,000 may be required at the discretion of city staff for events with attendance over 500 people and events hosting certain high-risk activities. All fees must be paid in full in cash, certified check or money order at least two weeks prior to the event date to avoid cancellation.

Miscellaneous Policies

- Bounce houses, inflatables, and any type of rides are not allowed on City property.
- Event advertising will not include any reference of endorsement by the City of Winter Garden.
- Temporary event signage must meet city code requirements. Contact W.G. code enforcement for info.
- There are other special requirements for Motion Photography Production.
- There are special requirements for Fireworks.
- Any event utilizing Plant St. and effectively closing the West Orange Trail must notify Orange County Parks and Recreation at 407-654-1108.
- If any portion of a state road is to be closed, a state D.O.T. request form must be obtained from the Winter Garden Police Dept., completed and returned to the WGPD to be filed with the State of Florida. Such requests should be submitted at least six weeks prior to the event date.
- May be required to meet with City to present details of event.

Approval Process

Community Development, Economic Development, City Manager and Parks & Recreation Departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and if further commission approval will be required in 2 to 4 weeks. Conditions of approval document may be included as part of final approval.

Revised 02/23/2016

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

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SPECIAL EVENTS

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

Ceremony to remember the Veterans from the City of Winter Garden who gave their lives during wartime. Representatives of local organizations will read their names and lay wreaths in front of the Memorial Wall. There will be a Flag retirement ceremony and would using the fire pit that was built by boy scouts at this location. Requests to the City:
Move bleachers around the monument, 32 chairs, rags to wipe bleachers down in the morning, extra trash cans and liners, 2- six foot tables, podium, speakers and sound system; including mic and mic stand and CD player, and cooler with waters. Fire Pit usage (Notice to Fire Department).

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:

REVISED 02/23/2016

City GIS
Where Good Things Grow
Find address or place
Bleachers
20
40ft

IN MEMORY OF THOSE FROM WINTER GARDEN WHO MADE THE SUPREME SACRIFICE

WORLD WAR I

1st Lt. Hugh T. Gregory
Pvt. George R. Tamsitt

WORLD WAR II

S/Sgt. Paul Parker
2nd Lt. Jack Gray
2nd Lt. Roy Cosgrove
Pvt. Provia Ison
Lt. Col. George B. McMillan
Capt. Walter L. Jordan
PFC. Rodney Connell
Tech. 4 John Vick
Pvt. William C. Bray
Sgt. W. H. Crawford
PFC. James B. Hennis
Cpl. David W. Tubb

KOREA

PFC. Arthur P. Nolan
Cpl. Elton E. Smoak
S/Sgt. Buford L. Bums

VIETNAM

L/Cpl. Cecil R. Moorman
SSgt. Charles W. Love, Jr.
SSgt. Nathan E. Peacock, Jr.
SP 4 Herbert L. Thompson
SP 4 Charles Fields
SP 5 Buford G. Johnson
Sgt. Charlie Rainey
Maj. Marion E. Reed
SP 4 Gary Maloy

"GREATER LOVE HATH NO MAN THAN THIS,
THAT A MAN LAY DOWN HIS LIFE FOR HIS FRIENDS"
JOHN 15:13

Help Stop Veterans Suicide, mark your calendars and attend the annual Challenge 22: Ruck Walk, November 2, 2024.

MEMORIAL DAY SERVICE (Info subject to change)

Monday, May 26, 2025, 8:30 am

"Proudly dedicated to the men and women who have honorably served in the Armed Forces of the United States of America."

Presented by the City of Winter Garden and American Legion Post 63

Veterans Memorial Park
420 South Park Avenue
Winter Garden, Florida

PROGRAM (Info subject to change)

Master of Ceremonies	Kurt Gies, Commander American Legion Post 63
Welcome	The Honorable John Rees, Mayor
Introduction	The Honorable Daniel Webster, U.S. Congressman
Color Guard	Winter Garden Police and Fire Rescue Departments
National Anthem	Geoff Bashioum
Pledge of Allegiance	By All
Invocation	Rodney Walls, Chaplain American Legion Post 63
"God Bless the U.S."	Geoff Bashioum
Introduction of Speaker	Kurt Gies
Speaker	Chloe Johnson, City Commissioner District 3
	Flag Retirement

ROLL CALL AND PLACEMENT OF WREATHS:

WW I - Winter Garden American Legion Post #63	Gerry Long
WW II - Winter Garden BPOE #2165	Ronnie Bradshaw
Korean War - Winter Garden Masonic Lodge #165	Lee Van Horn
Vietnam War – Winter Garden American Legion Post #63	Angelia Taylor-Dean
Honoring the Armed Forces - VFW Post #4305	Scott Henry Jason Revelle

"Go Rest High on that Mountain" Geoff Bashioum

Closing Prayer	VFW Post#4305	Jason Revelle
Taps-Winter Garden American Legion Post #63		Tim Levell

Mommy, Mommy

The little boy falls; he's hurt, he cries.
"Mommy, Mommy!" he yells with a groan.
She kisses the pain away, and thinks,
"I love this boy, my baby, my own."

He grows to be a strapping man,
One of our strongest and our best.

He wants to be a soldier now;
His mother stifles her protest.

A mortal would brings on his death,
And he takes his final breath,
"Mommy, Mommy!" the soldier cries,
In the last few moments before he dies.

His mother sits and weeps today;
She cannot kiss this pain away.
All that's left is cold gravestone,
As his mother cries, "My son, my own!"

Always her hero, now he's gone;
He's the country's hero from now on.
He chose to fight America's foe;
She loved him enough to let him go.

She's grateful for the love they had;
She wonders where the time has flown.
She hears his voice; she sees his smile;
"I love this boy, my baby, my own!"

By Joanna Fuchs

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: April 30, 2025 **Meeting Date:** May 8th, 2025

Subject: Community Event – Masonic Lodge – Annual All American Kids Parade and Pancake Breakfast on July 4, 2025.

Applicant: Winter Garden Masonic Lodge

Discussion:

The Winter Garden Masonic Lodge is requesting to hold their annual Kids Parade and Pancake Breakfast from 9:00 am to 11:00 am on Friday, July 4, 2025. The event will have approximately 1,200 people in attendance. Plant Street will be temporarily closed for the parade.

The event is managed by the City Recreation Department with assistance from the Police and Fire Departments, as well as, Public Services and Parks. The event setup will begin at 7:30 am and everything will be broken down at 1:00 pm.

Recommended Action:

Staff recommends approval of the temporary closure of Plant Street and the Special Event.

Attachments/References:

Special Event Application

Parade Route Map

7-4-25

Community Development
Planning & Zoning
APR 04 2025
Recieved by: CR
Project #: PLE 2025-0065

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: MARCH, 8, 2024
ORGANIZATION/GROUP: Winter Garden Masonic Lodge No. 165 NON-PROFIT ☒ CORP ☐ INDIV. ☐
NAME OF EVENT: 4th of July Bicycle Parade and Pancake Breakfast
CONTACT/REPRESENTATIVE: Luis F Oliveira PHONE # 407-600-9241
ALT. PHONE #: _____ EMAIL: lfernando93@gmail.com
EVENT LOCATION: W Bay St/ Central, Parade on Plant St PROPOSED DATES: July 4, 2024
HOURS: 9am- 11am ESTIMATED DAILY ATTENDANCE: 1200
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: July 4th, 2022, 7.30am BREAKDOWN: July 4th, 2022, 1pm

230 W BAY ST.

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: _____
- ☒ OPEN TO PUBLIC
- ☒ STREET/SIDEWALK CLOSURE
  HOURS OF: 2am - 11am
- ☐ CITY WATER USED
- ☐ EVENT HELP PREVIOUSLY
- ☐ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
  HOURS OF: 9.30am- 11am
- ☐ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ☐ TENTS # & SIZE OF: _____
- ☐ TEMPORARY EVENT SIGNAGE
- ☐ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

REVISED 02/23/2016

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General aggregate $1,000,000 Products Aggregate $1,000,000
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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

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Miscellaneous Policies

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- 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

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Revised 02/23/2016

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SPECIAL EVENTS

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

Children Bicycle Parade through downtown Winter Garden. Annual Pancake Breakfast at the Masonic Lodge. Vendors will be set up on Masonic Lodge property for children to decorate their bikes, arts and crafts, community vendors (same as last year). Requests for the city: Close Plant Street starting at 2 am and re-open once parade is complete. Stream Patriotic music through downtown Winter Garden speakers (should have clip from last year), helium tanks (2) delivered to Masonic Lodge, use of front steps of City Hall for parade start ceremony, speaker system and staff for front of City Hall, assist with trash detail for Plant Stree

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

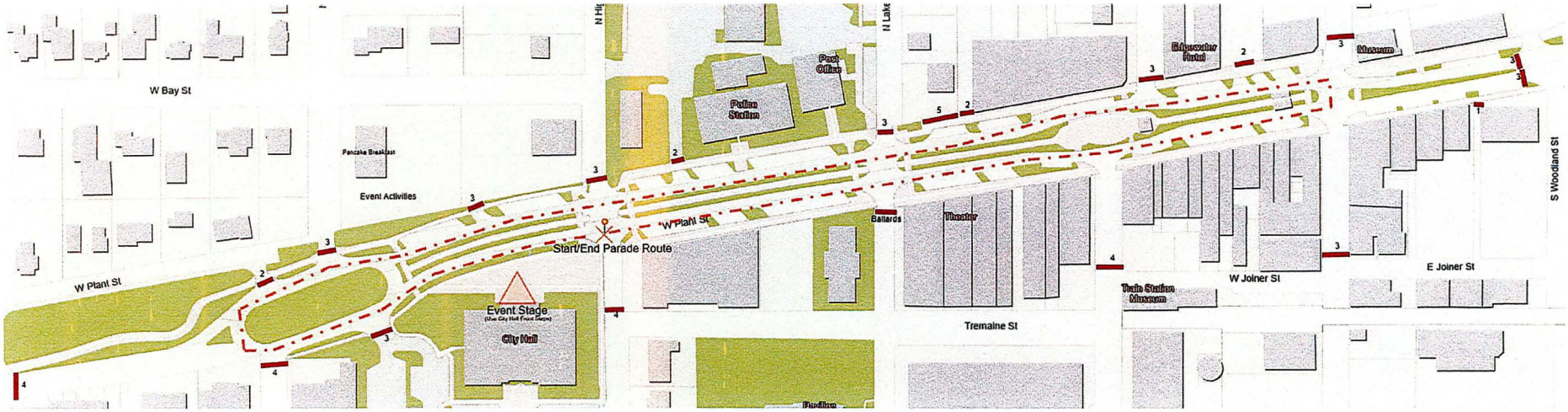
CONDITIONS:

REVISED 02/23/2016

All American Kids Parade - Friday, July 4, 2025
Parade Starts at 10 am

Sponsored by the Heritage Society/Masonic Lodge/Downtown Merchants Association
Onsite Manager: Jackie Mathis- 407-467-5357 / Parade Representative: Luis F Oliveira- 407-600-9241

- Streets Close at 2 am
- 60 Water Filled Barricades
- Road Closed Ahead Signs at: N Central/Bay, N Boyd/Newell, N Main/Newell, N Highland/Bay, Lakeview/Henderson
- Pancake breakfest and kids activities starts at 8 am at the Masonic Lodge
- Masonic Lodge will have the ceremony in front of City Hall. Lineup starts at 9:45 am at City Hall.



Facilities
- Set up music to run on downtown speakers from N. Central to N. Main Street
- Assist with sound at City Hall for ceremony

Public Services
- Drop barricades in designated locations
- 2 am Barricade/ Close streets – Fill Barricades
- Remove barricades immediately following end of parade
  - (approximately 10:30am)

Fire Department & Police Departments
- Staff as deemed necessary

Parks
- Week Prior- Post signage for no parking along Plant Street with event information
- Make sure irrigation is turned off for event
- Provide two staff members for trash detail

Recreation
- Assist with preparations to make sure event starts on time
- Assist with Trash Detail
- Provide helium tanks for event

THE CITY OF WINTER GARDEN

AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: April 30, 2025 **Meeting Date:** May 8, 2025

Subject: Party in the Park – 4th of July Special Event

Applicant: City of Winter Garden

Discussion:

The City is proposing to hold the annual 4th of July Party in Newton Park on Friday, July 4, 2025. The event will be from 6:00 pm to 10:00 pm. The event will have approximately 15,000 people in attendance with food/snack vendors, live music, kids activities, and fireworks starting at 9:15 pm. Parking will be located at Jessie Brock Community Center, Dillard Street Elementary School, Bradford Memorial Park, Tanner Hall, and surrounding streets. Setup for the event will begin at approximately 2:00 pm and breakdown will occur after the event (10:00 pm).

Recommended Action:

Staff recommends approval of the 4th of July event.

Attachments/References:

Special Event Application

Party In the Park Event Map

7-4-25

Community Development
Planning & Zoning
APR 04 2025
Recieved by: CR
Project #: PZE 2025-0066

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: 03/31/2025

ORGANIZATION/GROUP: City of Winter Garden NON-PROFIT ■ CORP ☐ INDIV. ☐

NAME OF EVENT: Party in the Park

CONTACT/REPRESENTATIVE: Jackie Mathis PHONE # 407-656-4155 ext. 5435

ALT. PHONE #: 407-467-5357 EMAIL: jmathis@cwgdn.com

EVENT LOCATION: Newton Park- 31 W Garden Ave Winter Garden, FL 34787 PROPOSED DATES: Friday, July 4, 2025

HOURS: 6-10 pm ESTIMATED DAILY ATTENDANCE: 15,000

DATES & TIMES OF EVENT SETUP & BREAKDOWN:

SET UP: 2 pm BREAKDOWN: 10 pm

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)

Annual July 4th Celebration in the Park

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ☐ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ■ FIREWORKS/PYROTECHNICS
- ■ FOOD TRUCKS
- ■ MERCH. VENDORS # OF: 20
- ■ OPEN TO PUBLIC
- ■ STREET/SIDEWALK CLOSURE

HOURS OF: 2-10pm

- ■ CITY WATER USED
- ■ EVENT HELP PREVIOUSLY
- ■ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ■ AMPLIFIED SPEAKING/MUSIC

HOURS OF: 6-10pm (1 band & Firework Display)

- ■ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☐ STAGE/PROPS/PRODUCTION
- ■ TENTS # & SIZE OF: 20-25 - 10 X 10 weighted tents
- ■ TEMPORARY EVENT SIGNAGE
- ■ DUMPSTERS/RECEPTACLES
- ■ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN):

REVISED 02/23/2016

City of Winter Garden
Community Development
300 West Plant Street
Winter Garden, FL 34787

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

Special Events Policies and Procedures

Food Vending

The Dept. of Business and Professional Regulation of the State of Florida requires that you notify their Division of Hotels and Restaurants no later than three days prior to any temporary event where food will be sold. All food vendors must meet minimum safety and sanitation requirements and pay a temporary event licensing fee if they do not already hold an annual license with the State of Florida. The Division of Hotels and Restaurants can be reached at 850-487-1395 or visit http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html for more information.

Event Insurance

Limits will in most instances be required in the following amounts:
General aggregate $1,000,000 Products Aggregate $1,000,000
Personal & Advertising Injury $250,000 Each Occurrence $250,000
Fire Legal Liability $50,000 Medical Payments $2,000
City Staff reserves the right to request increased limits deemed necessary for certain high-risk activities. Individuals, Groups without insurance, or groups that do no produce an appropriate certificate of insurance two weeks prior to the event date will be required to purchase individual event policies through the City Insurance carrier at limits deemed necessary by city staff. Prices for appropriate policies are established by the insurance broker and are non-negotiable. If proper insurance is not obtained or paid for at least two weeks prior to the scheduled event, the City reserves the right to cancel the event request.

Permit Fees

Events with less than 25 in attendance: $25.00
Events with 25 - 200 people in attendance: $150.00 Events
with over 200 people in attendance: $1,000.00

Fees

Other fees will be assessed if deemed necessary by certain applicable departments. Although not an exhaustive list, fees may be assessed for police officers, police supervisors, fire protection, EMT personnel, street barricading, electric usage, necessary maintenance staff, trash receptacles & collection, other necessary staff on-site during event hours, etc. Bonds of up to $5,000,000 may be required at the discretion of city staff for events with attendance over 500 people and events hosting certain high-risk activities. All fees must be paid in full in cash, certified check or money order at least two weeks prior to the event date to avoid cancellation.

Miscellaneous Policies

- Bounce houses, inflatables, and any type of rides are not allowed on City property.
- Event advertising will not include any reference of endorsement by the City of Winter Garden.
- Temporary event signage must meet city code requirements. Contact W.G. code enforcement for info.
- There are other special requirements for Motion Photography Production.
- There are special requirements for Fireworks.
- Any event utilizing Plant St. and effectively closing the West Orange Trail must notify Orange County Parks and Recreation at 407-654-1108.
- If any portion of a State road is to be closed, a State D.O.T. request form must be obtained from the Winter Garden Police Dept., completed and returned to the WGPD to be filed with the State of Florida. Such requests should be submitted at least six weeks prior to the event date.
- May be required to meet with City to present details of event.

Approval Process

Community Development, Economic Development, City Manager and Parks & Recreation Departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and if further commission approval will be required in 2 to 4 weeks. Conditions of approval document may be included as part of final approval.

Revised 02/23/2016

City of Winter Garden
Community Development
300 West Plant Street
Winter Garden, FL 34787

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Special Events

Please provide a general description of the event that includes all features being proposed to take place. Elaborate on any7 of the above checked items, if necessary: (Use back if needed)

City of Winter Garden Annual July 4th Party in the Park event- Kids zone with varies games, face painting and arts & crafts, food/snack vendors, a band that plays family friendly music and our annual 4th of July Firework show that will start at 9:15pm and last approximately 18-20minues. Parking will be located at Jessie Brock Community Center, Dillard Street Elementary School, Bradford Memorial Park, Tanner Hall, and surrounding streets. FD will have first aid set up in Little Hall to assist staff and guests and monitor weather concerns. Facilities department will provide the sound system for band as well as speakers throughout the park for announcements.

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).

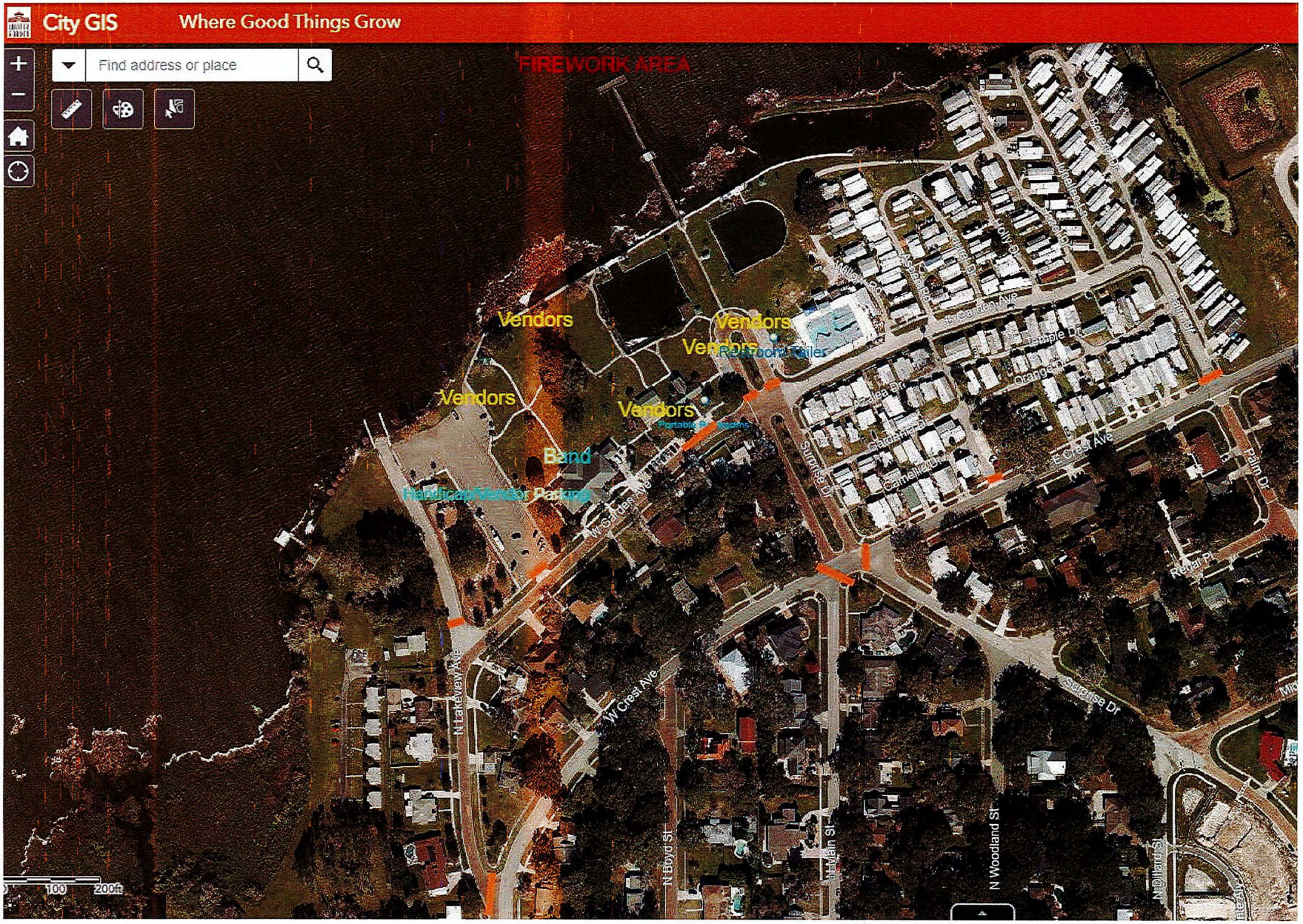
For Official Use Only

Technician Initial: _____ Date Received: _____ ☐ Fee paid

City Manager/Designee: _____ Date: _____ Approved: ☐ Yes / ☐ No

Conditions:

Revised 02/23/2016


City GIS
Where Good Things Grow
Find address or place
FIREWORK AREA
Vendors
Vendors
Vendors
Vendors
Vendors
Band
Handicap/Vendor Parking
N Lakeview Ave
W Crest Ave
N Boyd St
N Main St
N Woodland St
E Crest Ave
Sunrise Dr
Palm Dr
Regal P
100
200ft

Colene Rivera

From: Kelly Carson
Sent: Tuesday, April 1, 2025 2:12 PM
To: Colene Rivera
Subject: FW: 4th of July 2025 Party in the Park Special Event Application
Attachments: 2025 Special Event Application Party in the park.pdf; Genral Ariel Map for Party in the Park.JPG; July 4th Staff Map and Details 2025.pdf; 4th of July 2025 vendor map - Vendors Subject to Change.pdf

Kelly Carson
Planning Director
Planning & Zoning Division
300 West Plant St · Winter Garden, FL 34787
Ph 407.656.4111 Ext. 2312 · Fax 407.654.1258
kcarson@wintergarden-fl.gov

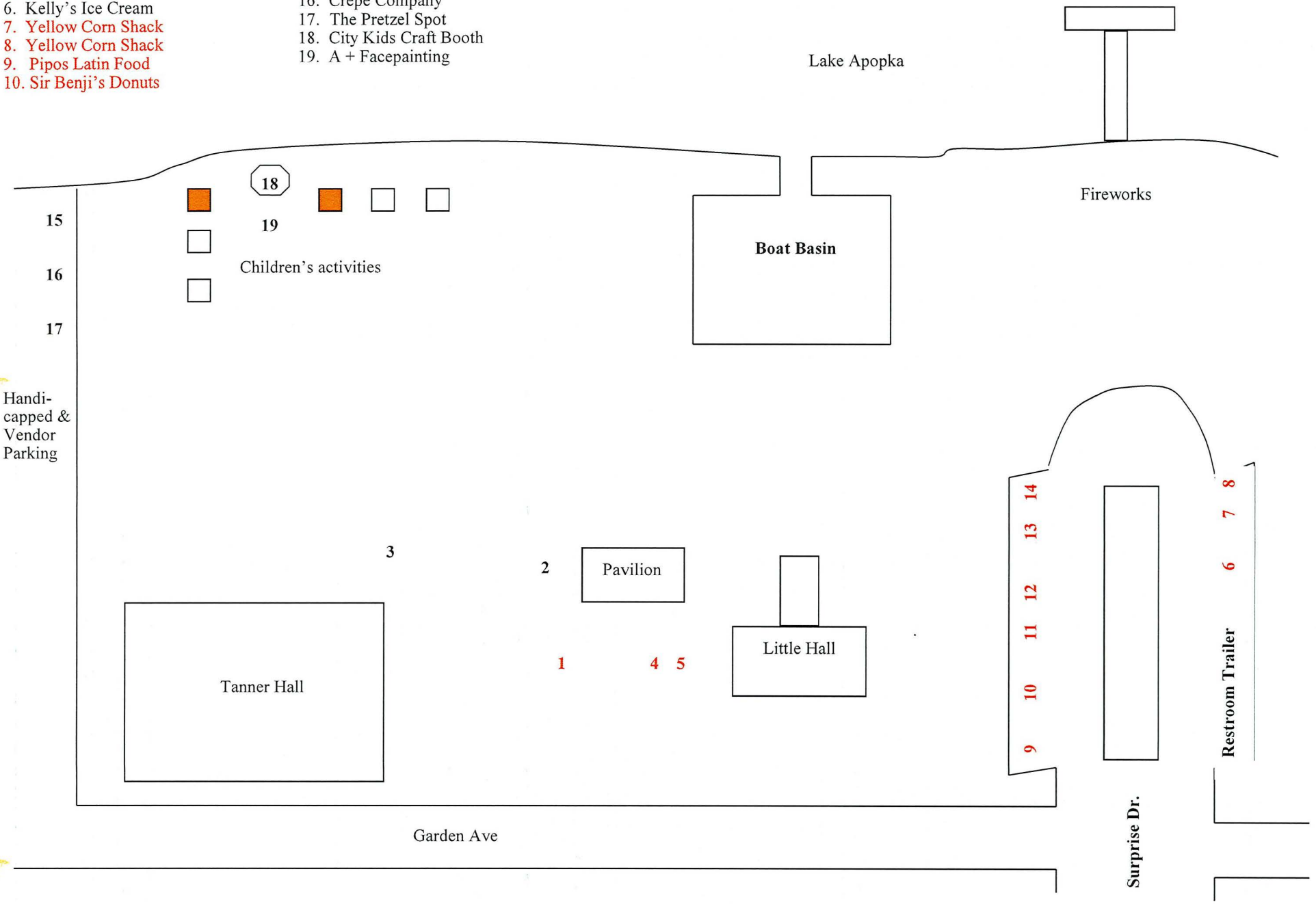
From: Laura Coar <lcoar@cwgdn.com>
Sent: Tuesday, April 1, 2025 8:00 AM
To: Kelly Carson <kcarson@cwgdn.com>
Subject: 4th of July 2025 Party in the Park Special Event Application

4th of July Fireworks/Party in the Park

Laura
Laura Coar
Director, Parks and Recreation
City of Winter Garden
300 West Plant Street, Winter Garden, FL 34787
P: 407.877.5418| E: lcoar@cwgdn.com

http://www.cwgdn.com

Newton Park - Party in the Park Event Map

Vendors Must be Completely set up by 5 pm

1. Sweets 4 U
2. Hot Dog Therapy
3. Lights N Motion
4. INAY's Kitchen
5. INAY's Kitchen
6. Kelly's Ice Cream
7. Yellow Corn Shack
8. Yellow Corn Shack
9. Pipos Latin Food
10. Sir Benji's Donuts
11. So Southern Soul
12. So Southern Soul
13. Big B Kettle Corn
14. Big B Kettle Corn
15. Kona Ice
16. Crepe Company
17. The Pretzel Spot
18. City Kids Craft Booth
19. A + Facepainting