



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

**Regular Meeting**

**May 14, 2026**

**6:30 PM**

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**Call to Order**

Determination of a Quorum

Invocation and Pledge of Allegiance

**1. Approval of Minutes**

A. Regular Meeting Minutes – April 23, 2026

**2. PRESENTATION**

A. **Proclamation 26:08**: National Day of Prayer — **Mayor Rees**

B. **Proclamation 26:09**: Emergency Medical Services Week (May 17–23) — **Mayor Rees**

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

A. **ORDINANCE 26-12**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 337.25 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF FLYNN COURT, WEST OF AVALON ROAD, NORTH OF MARSH ROAD, AND SOUTH OF JOHNS LAKE, AT 17729 MARSH ROAD AND 1400, 1401, AND 1756 WILLIAMS ROAD, FROM NO ZONING (NZ) TO URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); PROVIDING FOR CERTAIN UVPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE JOHNS LAKE URBAN VILLAGE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing May 28, 2026** – **Planning Director Carson**

B. **ORDINANCE 26-13**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- C. **ORDINANCE 26-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
  
- D. **ORDINANCE 26-15:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing May 28, 2026 – Planning Director Carson**
  
- E. **ORDINANCE 26-16:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 118 OF THE CODE OF ORDINANCES, AMENDING SECTIONS 118-729, 118-731, 118-773, 118-774 AND 118-775 RELATING TO SPECIAL EXCEPTION USES AND PROHIBITED USES IN THE I-1 (LIGHT INDUSTRIAL AND WAREHOUSING) AND I-2 (GENERAL INDUSTRIAL) DISTRICTS; PROVIDING FOR ADDITIONAL USES DETERMINED TO BE SIMILAR IN TYPE AND INTENSITY AND COMPATIBLE WITH PERMITTED USES AND CLARIFYING PROHIBITED USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE **Second reading and public hearing May 28, 2026 – Planning Director Carson**

#### **4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

- A. **ORDINANCE 26-11:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, VACATING AND ABANDONING A PORTION OF THE PLAT DEDICATED UTILITY AND DRAINAGE EASEMENT UPON LOT 478 AND TRACT P, OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 101, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING – **Planning Director Carson**

#### **5. REGULAR BUSINESS**

- A. **RESOLUTION 26-06:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING A POLICY GOVERNING THE ISSUANCE OF TEMPORARY USE PERMITS FOR THE TEMPORARY OUTDOOR SALE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**
  
- B. Recommendation to approve **BINDING LOT COMBINATION AGREEMENT** for 841 Tilden Oaks Trail and 15411 East Oakland Avenue – **Planning Director Carson**

- C. Recommendation to approve **SITE PLAN** for 13675 West Colonial Drive (Winter Garden Plaza), subject to conditions – **Planning Director Carson**
  - D. Recommendation to waive formal procurement process and award purchase order to Wharton Smith Inc. for repair and replacing gravity sewer at Crest Avenue Wastewater Treatment Facility in the amount of **\$2,833,542.47** – **City Engineer Monahan**
  - E. Recommendation to approve Lift Station Oversizing Agreement with Beazer Homes, LLC. for sanitary collection system at Windham Park Subdivision in the amount of **\$39,465** – **City Engineer Monahan**
- 6. Matters From Public - (Limited to 3 minutes per speaker)**
  - 7. Matters From City Attorney – A. Kurt Ardaman**
    - A. City Clerk Employment Agreement
  - 8. Matters From City Manager – Jon C. Williams**
  - 9. Matters From Mayor and Commissioners**
  - 10. Adjourn Regular Meeting** on Thursday, **May 28, 2026** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

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

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

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 6327, for assistance.



Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 6327.



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



**City Commission and  
Community Redevelopment Agency  
REGULAR MEETING MINUTES**

April 23, 2026

A **Regular Meeting** of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:30 pm. at City Hall, 300 West Plant Street, Winter Garden, Florida. An opening invocation and pledge of allegiance were given.

**Present:**

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

**Also Present:**

City Manager - Jon C. Williams  
City Attorney - A. Kurt Ardaman  
Interim City Clerk - Ronisha Martin

**1. APPROVAL OF MINUTES**

A. Regular Meeting Minutes – April 9, 2026

**Motion by Commissioner Sharman to approve the regular meeting minutes of April 9, 2026. Seconded by Commissioner Johnson and carried unanimously 5-0.**

**2. PRESENTATIONS**

A. **PROCLAMATION 26-07:** Proclaiming Public Service Recognition Week was read by Mayor John Rees and the City Commission. Senior Human Resources and Risk Manager Kimberly Helfant accepted the proclamation on behalf of all city employees. Mayor Rees voiced his appreciation for all the hardworking city employees.

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

A. **ORDINANCE 26-11:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, VACATING AND ABANDONING A PORTION OF THE PLAT DEDICATED UTILITY AND DRAINAGE EASEMENT UPON LOT 478 AND TRACT P, OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 101, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING

City Attorney Kurt Aradaman read ordinance 26-11 by title only. Planning Director Kelly Carson stated that the applicant is requesting to vacate drainage and utility easements at 841 Tilden Oaks Trail and 15411 East Oakland Avenue to combine the lots for a mixed-use building approved as part of the McKinnon Square Planned Commercial Development (PCD) at the March 26, 2026, City Commission meeting. She noted that approval is contingent upon the easement vacation. Staff recommended approval.

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

**Motion by Commissioner Jones to adopt Ordinance 26-11 with second reading and public hearing May 14, 2026. Seconded by Commissioner Sharman and carried unanimously 5-0.**

#### **4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

- A. **ORDINANCE 26-10:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 14, SECTION 14-1 OF THE CITY CODE TO REPEAL AND REPLACE EXISTING ANIMAL CONTROL PROVISIONS AND TO ADOPT THE ORANGE COUNTY ANIMAL SERVICES ORDINANCE, AS AMENDED FROM TIME TO TIME, BY REFERENCE; AMENDING CHAPTER 14, SECTION 14-2 TO ESTABLISH CITYWIDE LEASH AND DIRECT CONTROL REQUIREMENT FOR ANIMALS IN PUBLIC SPACES; AMENDING CHAPTER 27, SECTION 27-9 RELATING TO DOMESTIC ANIMALS IN PARKS AND RECREATION FACILITIES; AMENDING CHAPTER 118, ARTICLE XII, SECTION 118-1612 RELATING TO THE DOG FRIENDLY DINING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 26-10 by title only. Economic Director Marc Hutchinson stated that section 14-2 related to leash and control requirements was revised. He further explained that the ordinance amends Chapters 14, 27, and 188 to enhance public safety, reinforce regulatory language, align with Orange County Animal Control standards, and update requirements for the dog-friendly dining program. Mr. Hutchinson further noted that there are no anticipated adverse costs for pet-friendly businesses. Staff recommended approval.

There was a brief discussion regarding dog parks and leash length requirements.

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

**Motion by Commissioner Sharman to adopt Ordinance 26-10. Seconded by Commissioner Jones and carried unanimously 5-0.**

#### **5. REGULAR BUSINESS**

- A. **RESOLUTION 26-05:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN PURCHASING MANUAL ADOPTED BY RESOLUTION NO. 25-06; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Resolution 26-05 by title only. Finance Director Laura Zielonka stated that the resolution adds additional language related to federal procurement spending for federally expended grants. She further noted that the proposed changes ensure compliance with applicable federal regulations and satisfy requirements for federal grant funding. Staff recommended approval.

**Motion by Commissioner Sharman to approve Resolution 26-05. Seconded by Commissioner Johnson and carried unanimously 5-0.**

- B. Recommendation to approve contract with T. D. Thomson Construction, Inc. to remove and replace sidewalks in Regency Oaks, Daniels Crossing and Daniels Road in the amount of \$224,649.64

Assistant City Manager of Public Services Stephen Pash stated that this request is to approve four purchase orders with T.D. Thomson Construction, Inc., to remove and replace damaged sidewalks in Regency Oaks, Daniels Crossing, and both sides of Daniels Road. He further noted that the project included 7,648 square feet of 5-foot-wide sidewalk and 3,970 square feet of 10-foot sidewalk, along with root pruning, grading, and sod repair. Staff recommended approval.

There was discussion regarding project costs and sidewalk conditions, with Mr. Pash noting the locations were identified based on complaints and field review of the most damaged areas.

**Motion by Commissioner Sharman to approve contract with T.D. Thomson Construction, Inc to remove and replace sidewalks in Regency Oaks, Daniels Crossing and Daniels Road the amount of \$224,694.64. Seconded by Commissioners Johnson and Jones simultaneously and carried unanimously 5-0.**

- C. Recommendation to approve RFQ 26-001-ED rankings and authorize staff to negotiate awarding contract to DNA Event Creative, LLC as the Presenting Partner of the Garden Theatre

Economic Development Director Marc Hutchinson stated that the city issued RFQ 26-001-ED seeking proposals from performing arts organizations to serve as the presenting partner for the Garden Theatre. He noted that seven proposals were received and evaluated by the selection committee, with DNA Event Creative, LLC determined to be the highest-ranked, most responsive, and best-qualified proposer. Staff recommended approval.

**Motion by Commissioner Bennett to approve RFQ 26-001-ED rankings and authorize staff to negotiate awarding contract to DNA Event Creative, LLC. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. Recommendation to approve SPECIAL EVENT – Shop, Dine and Stroll – Downtown Winter Garden on Saturday, May 2, 2026

Economic Development Director Marc Hutchinson described the Shop, Dine, and Stroll event scheduled for May 2, 2026, featuring downtown shopping, raffles, and live entertainment with no road closures. Staff recommended approval.

**Motion by Commissioner Sharman to approve SPECIAL EVENT – Shop, Dine and Stroll – Downtown Winter Garden on Saturday, May 2, 2026. Seconded by Commissioner Jones and carried unanimously 5-0.**

- E. Recommendation to approve SPECIAL EVENT – Summer Sidewalk Sale event in

Downtown Winter Garden on Saturday, August 1, 2026

Economic Development Director Marc Hutchinson described the Summer Sidewalk Sale event and associated activities and noted the scheduled event date of Saturday, August 1, 2026, in conjunction with the back-to-school tax holiday, with no road closures. Staff recommended approval.

**Motion by Commissioner Bennett to approve SPECIAL EVENT – Summer Sidewalk Sale event in Downtown Winter Garden on Saturday, August 1, 2026. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- F. Recommendation to approve SPECIAL EVENT - West Orange High Sen'ya Later School Parade Downtown – Wednesday, May 13, 2026 - 5:30 to 6:30 p.m. with street closure  
Planning Director Kelly Carson stated that this is a request for West Orange High School to hold their Sen'ya Later parade. She noted the time, staging location, parade route, and no vehicles included, except for the one permitted golf cart, with a temporary road closure. Staff recommended approval subject to conditions.

**Motion by Commissioner Bennett to approve SPECIAL EVENT – West Orange High Sen'ya Later School parade Downtown on Wednesday, May 13, 2026 with street closure. Seconded by Commissioner Sharman and carried unanimously 5-0.**

*Dispense as City Commission and convene as the Community Redevelopment Agency at 6:50 p.m.*

**Members Present:**

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

**Members Absent:**

**Orange County Appointee Charlie Mae Wilder**

- G. Recommendation to authorize City Manager execute Retail Strategies Inc. Consulting Agreement in the amount of \$50,000 annually for three years  
Economic Development Director Marc Hutchinson stated that recent market changes impacting the normal ebb and flow of the downtown area have prompted the city to explore targeted strategies to support small businesses while maintaining its established vision. He explained that the city is seeking to engage Retail Strategies Inc. to provide data-driven analysis, including market and business mix strategies, stakeholder engagement, and actionable recommendations, along with ongoing support for business recruitment and retention. He further stated that the agreement is for a three-year term, with year one focused on recommendations and years two and three proving continued support. Staff recommended approval.

CRA member Larry Cappleman stated that the Community Redevelopment Agency Advisory Board (CRAAB) held a video call with Retail Strategies Inc. and emphasized the need to include CRA boundaries, including East Winter Garden, and to conduct annual performance reviews to ensure effectiveness.

Mayor Rees allowed public comment.

Troy Knight, 1427 Hawkesbury Court, Winter Garden, Florida, inquired about funding sources and was informed that it would be funded through Community Redevelopment Agency (CRA) funds.

Heidie Hardman, 505 Macchi Avenue, Oakland, Florida, inquired how the program would support small businesses, particularly those relocated or in a less desirable area. Mr. Hutchinson responded that the approach would be data and stakeholder driven, providing tailored strategies, policy recommendations, incentives, and potential relocation solutions to support small businesses.

CRA member Larry Cappleman stated that the agreement is a positive follow-up to the city's original plan and provides an opportunity to evaluate current conditions and guide future progress. He noted the importance of annual reviews to ensure meaningful results and highlighted that Retail Strategies Inc. will engage the community to align business recruitment with public interest, enhancing the diversity and long-term success of downtown businesses.

**Motion by CRA Member Larry Cappleman to authorize City Manager execute Retail Strategies Inc. Consulting Agreement, subject to annual review in the amount of \$50,000 annually for three years. Seconded by Commissioner Sharman and carried unanimously 6-0.**

*Adjourn as Community Redevelopment Agency and reconvene as the City Commission at 6:58 p.m.*

## 6. MATTERS FROM PUBLIC

Heidie Hardman, 505 Macchi Avenue, Oakland, Florida, expressed concern regarding the impact of attracting new businesses while existing small businesses have been displaced or relocated. She questioned how the proposed efforts would support current small businesses and where newly recruited businesses would be located.

In response, Mayor Rees noted that business recruitment is still in the early stages and may take one to two years before any development occurs. He emphasized that the city remains committed to supporting small, unique businesses rather than large chains. It was also stated that all efforts must comply with applicable laws, and the initiative will include training opportunities to help existing businesses improve operations and remain competitive.

Irvin Lipscomb, 4328 Lake Underhill Road, Orlando, Florida, expressed appreciation for the city's efforts to re-open the Garden Theatre and support its continued success. He also shared his excitement about Alana Friskus returning as theatre manager, stating that she played a major role in the theatre's past success.

Kevin Ream, 2154 Rickover Place, Winter Garden, Florida, expressed concerns regarding ongoing reclaimed water service disruptions related to wastewater treatment plant construction and requested the city explore alternatives to minimize outages. He also raised

concerns about significant increases in water, sewer, and reclaimed water rates over recent years. Mr. Ream further inquired about police, fire and recreation impact fees, noting they have not been adjusted since 2015.

City Manager Jon C. Williams explained that construction at the wastewater treatment plant may cause periodic service disruption but noted recent outages were due to system clogs that have since been resolved and service restored. He stated that efforts are being made to minimize future distributions and improve communication. Mr. Williams also noted that a review and potential update of impact fees is being considered.

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

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

**9. MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Colin Sharman** thanked the Community Redevelopment Agency Advisory Board (CRAAB) for bringing a diverse perspective and noted the value of teamwork. He also expressed support for the reopening of the Garden Theatre.

**Commissioner Chloe Johnson** expressed appreciation to staff for their continued hard work and thanked residents for attending and supporting the meeting.

**Commissioner Illiana Jones** thanked staff and first responders and shared support for the reopening of the Winter Garden Theatre.

**Commissioner Lisa L. Bennett** echoed comments regarding staff.

**Mayor Rees** thanked staff for their hard work behind the scenes to keep operations running smoothly and expressed excitement about the reopening of the Garden Theatre and the return of community events.

## **ADJOURN**

The meeting adjourned at 7:11 p.m.

APPROVED:

\_\_\_\_\_  
Mayor John Rees

ATTEST:

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



# Proclamation

## 26-08

**Whereas**, Throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and

**Whereas**, From the first prayer of our Continental Congress in 1775, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

**Whereas**, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

**Whereas**, In our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "Glorify God Among the Nations, Seeking Him in All Generations" based on the verse in 1 Chronicles 16:24, a call to worship and evangelism found in David's song of thanksgiving, "Declare His glory among the nations, his marvelous deeds among all peoples.

**Now, Therefore**, it is my great pleasure as the Mayor of the City of Winter Garden, to proclaim **May 7, 2026**, as a

# NATIONAL DAY OF PRAYER

throughout the City of Winter Garden and I commend this observance to our citizens and request that prayers be poured out for our City; for our neighbors as we live, serve, work, and learn together that we may be filled with all joy and peace and abound in hope.



**In witness whereof**, I have hereunto set my hand and caused the City Seal to be affixed this 14th day of May 2026.

*John Rees*  
**Mayor John Rees**

Attest:

*Ronisha Martin*

Ronisha Martin, Interim City Clerk





# Proclamation

## 26-09

**Whereas**, Emergency Medical Services (EMS) is a vital public service providing lifesaving care to the residents and visitors of City of Winter Garden; and

**Whereas**, Winter Garden Fire Rescue Department (WGFRD) operates a fire-based Advanced Life Support (ALS) transport system, delivering high-quality prehospital care and patient transport; and

**Whereas**, Winter Garden Fire Rescue Department firefighter/paramedics and firefighter/EMTs provide compassionate, professional care 24 hours a day, 7 days a week, responding to thousands of calls annually; and

**Whereas**, these professionals serve on the front lines of healthcare, making critical decisions in challenging environments that directly impact patient outcomes and reflecting this year's EMS Week theme, *"Improving Outcomes Together"*; and

**Whereas**, the members of Winter Garden Fire Rescue Department embody the core values of integrity, compassion, and dedication, while living "The Standard" by pursuing excellence, mastering their craft, staying positive, and rejecting complacency.

**Therefore**, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to declare the week of May 17-23, 2026 as

## EMERGENCY MEDICAL SERVICES WEEK

I encourage all citizens to recognize and thank the men and women of Winter Garden Fire Rescue Department for their outstanding service.



**In witness thereof**, I have hereunto set my hand and caused the City Seal to be affixed this 14th day of May 2026.

*John Rees*  
Mayor John Rees

Attest:

Ronisha Martin

Ronisha Martin, Interim City Clerk



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

**From:** Kelly Carson, Planning Director  
**Via:** City Manager Jon C. Williams  
**Date:** May 7, 2026 **Meeting Date:** May 14, 2026  
**Subject:** Williams Road 1756, 1401 & 1400 and 17729 Marsh Road (Johns Lake UVPUD) Rezoning (337.25 +/- Acres)

**Ordinance 26-12**

**PARCEL ID# – 31-22-27-0000-00-001; 31-22-27-0000-00-002; 06-23-27-0000-00-001; and 06-23-27-4288-08-242**

**Issue:** The applicant is requesting approval to rezone the subject properties located at 1756, 1401 & 1400 Williams Road and 17729 Marsh Road from NZ (No Zoning) to UVPUD (Urban Village Planned Unit Development).

**Discussion:**

The applicant proposes to develop the 337.25 ± acre site into an Urban Village Planned Unit Development (UVPUD). The UVPUD will consist of 613 dwelling units (Singl-family and Townhome), neighborhood parks, and two Special Districts. Special District 1 will consist of parks, a bed & breakfast (40 room/cottage max.), event space, agricultural uses, and accessory retail/service uses in support of the primary use. Special District 2 will be reserved for a future City Park. Rezoning the subject property from NZ to UVPUD is consistent with the City's Comprehensive Plan, Future Land Use Map and land development regulations.

**Recommended Action:**

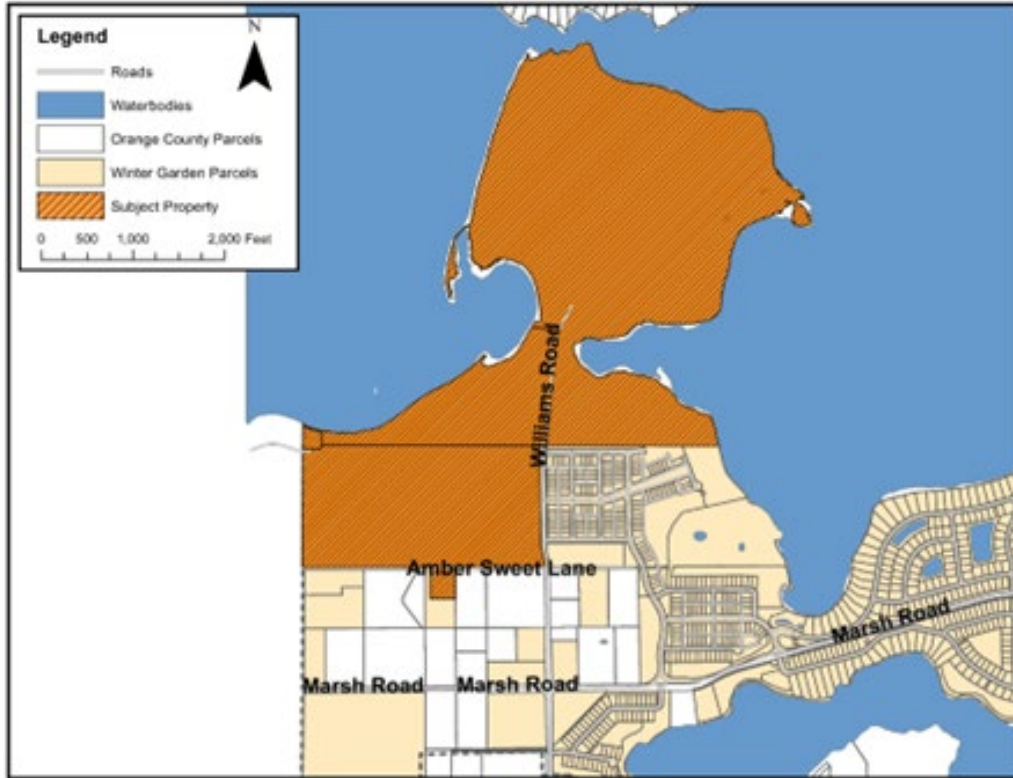
Staff recommends approval of Ordinance 26-12, with the second reading and adoption anticipated to be on May 28, 2026.

**Attachment(s)/References:**

Location Map  
Ordinance 26-12  
Staff Report  
Business Impact Estimate

# LOCATION MAP

1756, 1401 & 1400 Williams Road and 17729 Marsh Road



## ORDINANCE 26-12

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 337.25 ± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF FLYNN COURT, WEST OF AVALON ROAD, NORTH OF MARSH ROAD, AND SOUTH OF JOHNS LAKE, AT 17729 MARSH ROAD AND 1400, 1401, AND 1756 WILLIAMS ROAD, FROM NO ZONING (NZ) TO URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD); PROVIDING FOR CERTAIN UVPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE JOHNS LAKE URBAN VILLAGE PUD; PROVIDING FOR NON-SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner(s) of real property generally described as approximately 337.25 ± acres of certain real property generally located east of Flynn Court, west of Avalon Road, north of Marsh Road, and south of Johns Lake, at 17729 Marsh Road and 1400, 1401, and 1756 Williams Road in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), desire to rezone their property from No Zoning (NZ) to Urban Village Planned Unit Development (UVPUD); and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed UVPUD and development of the Property is consistent with the City of Winter Garden Comprehensive Plan, the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007, and the City of Winter Garden Code of Ordinances; and

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to Urban Village Planned Unit Development (UVPUD) contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances;

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

**SECTION 1:** Rezoning. The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of the

Property, as described in Exhibit “A” attached hereto, is hereby rezoned from No Zoning (NZ) to Urban Village Planned Unit Development (UVPUD) in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** Due to extensive changes that could occur to the lot layouts and internal street network from the results of a tree survey, topographical survey, and geotechnical report to be provided as part of the approval process for the first preliminary plat, a transect zone plan has been utilized in the Johns Lake Urban Village Planned Unit Development Plan attached hereto as Exhibit “B” (the “UVPUD Plan”) in lieu of a fine-grain network plan with lot layouts. These transect zones include all development regulations of that transect. The final location and configuration of all transects, lots, tracts, and internal street network will be determined in the first preliminary plat; no amendment of the UVPUD Plan shall be required for minor changes and/or minor shifting in such transects, lots, tracts, and internal street network. The lot envelope plans shall be created for each phase at time of pre-plat submittal.

Should any conflict be found between this Ordinance and the UVPUD Plan, then the standards and conditions established by this Ordinance shall control.

- b. **Zoning-** Unless specifically noted elsewhere in this Ordinance or in the UVPUD Plan attached hereto, all residential development on the Property must comply with the general zoning requirements of the Urban Village Planned Unit Development District per Chapter 118, Article V, Division 4, Subdivision II, Land Use Regulations for any structures, including but not limited to homes, swimming pools, screen rooms, accessory structures and buildings, that are developed on the Property. To the extent that none of this Ordinance, the UVPUD Plan, or the Urban Village Planned Unit Development District per Chapter 118, Article V, Division 4, Subdivision II, City of Winter Garden Code of Ordinances, Land Use Regulations address a specific matter, the standards of the R-1 Single-Family Residential District will govern.
- c. **Permitted Uses-** All permitted uses, accessory uses, and special exception uses must comply with Table 2 – Permitted Uses by Right as located in Sheet 4, Transect Zones, of the UVPUD Plan and such uses are restricted to the areas and transects identified in the UVPUD Plan. All uses not listed are prohibited. Any special exception use must obtain approval pursuant to Chapter 118, Article II, Division 3, City of Winter Garden Code of Ordinances.
- d. **Density/Intensity-** A maximum of 613 residential lots/units is permitted within the Property. Any change in lot sizes or transect zones shall not increase the total density. Pursuant to Section 118-1081, City of Winter

Garden Code of Ordinances, the maximum intensity for non-residential development is 0.3 floor area ratio.

- e. **JPA-** Unless specifically noted elsewhere in this Ordinance or in the UVPUD Plan, all development of the Property must conform to the requirements of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden dated January 24, 2007.
- f. **Preliminary Plat-** At the time of each preliminary plat, the developer must identify the buildable envelope that will be located on each proposed residential lot within such preliminary plat. These buildable envelopes must be in conformance with the build-to-lines and encroachment areas and zoning requirements identified on the UVPUD Plan. Once the buildable area for each residential lot is established in a preliminary plat, any change to the approved buildable area will require a variance approval by the Planning and Zoning Board.
- g. **Final Plat-** Prior to the issuance of any certificate of occupancy for any building on the Property, a final plat (for the phase in which such building is located) must be approved in accordance with the requirements of the Code; provided, however, pursuant to Section 110-60, City of Winter Garden Code of Ordinances, building permits for model homes may be issued prior to final plat.
- h. **Design Criteria-** All development within the Property, including each vertical improvement (e.g., house, garage, pool, shed, fence, wall, etc.) and building elevations, must be substantially consistent with the general development notes, design standards, guidelines, configurations, requirements, general architectural style, and design criteria (collectively, "Design Criteria") identified in this Ordinance and in the UVPUD Plan; provided, however, that the concept sketches, illustrative cross sections, and architectural renderings and elevations included in the UVPUD Plan (collectively, "Plan Illustrations") are conceptual in nature only. The Plan Illustrations are subject to change and refinement by the developer, including in preliminary plats, building permits, and in other permits and approvals issued by the City, so long as the final character of the development within the Property remains substantially consistent with the intended character of the community depicted in the Plan Illustrations. Further, variations in the actual design of various improvements from the Design Criteria is expected and shall be allowed so long as the same level of durability, quality, and design appeal are achieved; minor variations in, changes to, and/or deviations from the Design Criteria may be approved by the City Designee as provided in Section 2(c)(2) of this Ordinance.

- i. **Architectural Review-** Elevations of all four facades of each building must be provided and approved as part of the building permit approval process for each such building.
- j. **Common Recreation and Open Space-** The Property is located within the Resource Protection Overlay, and in compliance with the City of Winter Garden Comprehensive Plan Future Land Use Element Policies 1-3.1.7 and 1-3.1.8 will provide no less than 25% Wekiva Study Area Open Space.

To the greatest extent possible, 5% of the developable area of the Property shall be set aside for active, dry-land recreational use. Development in accordance with the UVPUD Plan is consistent with these policies. However, in the event that this requirement cannot hereafter be met wholly or in part, then a financial contribution in accordance with Chapter 110, Article V, Division 2 of the City Code of Ordinances shall be made to the City Recreation Fund to fulfill the requirement.

- k. **Staff Conditions-** All development on the Property must comply with the following conditions:

- 1. Based on the results of a Traffic Impact Analysis, the proposed project is projected to have an impact on the City's transportation/roadway system, including certain roadways and certain intersections. In order to mitigate the project's traffic impacts, the developer shall be responsible both to design, engineer, permit, and construct ("DEP&C") certain transportation/roadway system improvements and to pay a proportionate fair share for other transportation/roadway system improvements, all as more particularly set forth in this Section 1(k)(1) of this Ordinance. As described in Section 2(a) of this Ordinance below, the requirements of this Section 1(k)(1) of this Ordinance will be addressed in more detail in the Developer's Agreement.

- a. The developer will improve the intersection of Williams Road and Marsh Road with a roundabout; a concept plan for the Roundabout may be included in the Developer's Agreement. The developer will be responsible for 100% of the costs to DEP&C the Roundabout (the "Roundabout Costs"), and the developer will not receive any impact fee credits from the City for such costs or improvements; provided, however, that the developer shall be entitled to receive reimbursement for a portion of such Roundabout Costs as set forth in Section 1(k)(1)(g) of this Ordinance below. The Roundabout must be

completed prior to the issuance of the 200th Certificate of Occupancy (CO) within the Property.

- b. 12.5 feet on the north side of Amber Sweet Lane, between the property located at 17780 Amber Sweet Lane and the Orange/Lake County line, will be dedicated to the City.
- c. Prior to the issuance of the first (1st) Certificate of Occupancy (“CO”) for any new residential unit within the Property, the developer will pay to the City the project’s proportionate share of the estimated costs to DEP&C or implement, as applicable, the following improvements at the intersection of Avalon Road and Marsh Road (the “Intersection Improvements”): (x) the addition of a right turn lane on westbound Marsh Road/Stoneybrook W Pkwy to head northbound on Avalon Road; and (y) signal head modifications to provide for protected (green arrow) eastbound/westbound right-turn overlap movements and account for new turn lanes. The project’s proportionate share percentage of such Intersection Improvements is 31.0%. The developer shall not be required to DEP&C the Intersection Improvements. The estimated costs of the Intersection Improvements shall be agreed upon by the developer and the City and set forth in the Developer’s Agreement. In accordance with applicable Florida Statutes, transportation impact fee credits will be issued by the City to the developer, on a dollar-for-dollar basis, for the payment remitted by the developer to the City pursuant to this paragraph.
- d. Prior to the issuance of the first (1st) CO for any new residential unit within the Property, the developer will pay to the City the project’s proportionate share of the estimated costs to DEP&C (to City Standards) a western extension of Amber Sweet Lane, beginning at the property located at 17780 Amber Sweet Lane (i.e. at the western terminus of Amber Sweet Lane described in Section 1(k)(1)(e) of this Ordinance) and extending westerly to the Orange/Lake County line (the “Western ASL Extension”). The project’s proportionate share percentage of such Western ASL Extension is 21.0%. The developer shall not be required to DEP&C the Western ASL Extension. The estimated costs of the Western ASL Extension shall be agreed upon by the developer and the City and set forth in the Developer’s Agreement. In accordance with applicable Florida Statutes, transportation impact fee credits will be issued by the City to

the developer, on a dollar-for-dollar basis, for the payment remitted by the developer to the City pursuant to this paragraph.

- e. Prior to the issuance of the 200th CO for any new residential unit within the Property, the developer will improve existing Amber Sweet Lane between Williams Road and the property located at 17780 Amber Sweet Lane to City Standards (the “Amber Sweet Lane Improvements”). The developer will be responsible for 100% of the costs to DEP&C the Amber Sweet Lane Improvements, and the developer will receive neither impact fee credits nor reimbursement from the City for such costs or improvements. The phrase “to City Standards” means to upgrade the existing 50’ right-of-way (without the need to convey, dedicate, or acquire any additional right-of-way or easements) to City standards (consistent with the existing 50’ wide portion of existing Williams Road immediately north of Amber Sweet Lane); a cross-section of the Amber Sweet Lane Improvements may be included in the Developer’s Agreement.
  
- f. Prior to the issuance of the 200th CO for any new residential unit within the Property, the developer will improve existing Williams Road between Amber Sweet Lane and Marsh Road (the “Williams Road Segment”) to City Standards (the “Williams Road Improvements”). The developer will be responsible for 100% of the costs to DEP&C the Williams Road Improvements (the “Williams Road Costs”), and the developer will not receive any impact fee credits from the City for such costs or improvements; provided, however, that the developer shall be entitled to receive reimbursement for a portion of such Williams Road Costs as set forth in Section 1(k)(1)(g) of this Ordinance below. The phrase “to City Standards” means to upgrade the existing 50’ right-of-way (without the need to convey, dedicate, or acquire any additional right-of-way or easements) to City standards (consistent with the existing 50’ wide portion of existing Williams Road immediately north of Amber Sweet Lane); a cross-section of the Williams Road Improvements may be included in the Developer’s Agreement.
  
- g. As will be provided in the Developer’s Agreement in more detail, as other lands within the City develop (“Other Developments”), which development contributes traffic to the intersection of Williams Road and Marsh Road (and/or, once

constructed, to the Roundabout) and/or to the Williams Road Segment (and/or, once constructed, to the Williams Road Improvements), the City will use reasonable efforts to cause the property owners or developers of such Other Developments to contribute funding to the City to mitigate the impacts of such development on the City's transportation/roadway system ("Mitigation Payments"), including without limitation on such intersection, road, Roundabout, and Williams Road Segment. The City shall promptly notify the developer of any Mitigation Payments received by the City. From time to time, upon request from the developer, the City shall remit the Mitigation Payments that have been received by the City from Other Developments to the developer to reimburse the developer for the Roundabout Costs and the Williams Road Costs; provided, however, that the total amount of reimbursement/Mitigation Payments paid to the developer shall not exceed the Reimbursement Cap. Roundabout Costs include both: (x) the "full compensation" value of any right-of-way and/or easements that are conveyed or granted to the City, from lands other than the Property, to allow DEP&C and operation of the Roundabout and/or Associated Improvements (as defined below); and (y) any costs to DEP&C any road and/or intersection improvements, other than the Roundabout itself, but directly and/or indirectly associated with and/or necessary to allow the DEP&C of the Roundabout ("Associated Improvements"), such as (without limitation) any realignment of, adjustments to/along, and/or additions to Williams Road north or south of the Roundabout and/or Marsh Road east or west of the Roundabout.

- h. The "Reimbursement Cap" shall mean the sum of: (x) the Roundabout Costs multiplied by a percentage, which percentage is equal to (i) 100% less (ii) the percentage of the total traffic/trip capacity of the Roundabout that is used (at full buildout) by the development of the Property in accordance with the UVPUD plan; and (y) the Williams Road Costs multiplied by a percentage, which percentage is equal to (i) 100% less (ii) the percentage of the total traffic/trip capacity of the Williams Road Segment that is used (at full buildout) by the development of the Property in accordance with the UVPUD plan.
- i. This Section 1(k)(1) of this Ordinance sets the full lists of payments to be remitted by, and of off-site (i.e. external to

the boundary of the Property) road/transportation improvements to be DEP&C by, the developer to support the development of the Property, through buildout of the Property, as contemplated by the UVPUD Plan, and such obligations shall be the final, full, and binding determination of the developer's and the project's obligations to mitigate impacts of the development of the Property (in accordance with the UVPUD Plan) upon roadways within the City's and/or Orange County's jurisdiction, notwithstanding any subsequent variance in actual traffic impacts created by the development. Through compliance with this Ordinance and the Developer's Agreement, the developer shall be deemed to have satisfied, through buildout of the project, all transportation concurrency requirements, including without limitation those set forth in Chapter 86 of the City of Winter Garden Code of Ordinances, and/or all other requirements for the mitigation of traffic impacts of the development on roads affected by the development. Nothing herein shall be construed to exempt the developer from making the required payment of transportation impact fees applicable to development within the Property, subject to credits to be issued as set forth in this Section 1(k)(1) of this Ordinance.

2. A tree survey and mitigation plan, a geotechnical report for the karst features, a phasing plan, and a dock plan, each for the entirety of the Property, will be provided as part of the approval process for the first preliminary plat. Such tree mitigation plan and dock plan will be approved by the City Commission in connection with the City's approval of such first preliminary plat.
3. If any streets within the Property are gated, such streets will be privately owned and maintained. As to rights-of-way publicly dedicated to the City, private operation and maintenance of special pavements, landscaping, hardscaping, etc. within such public rights-of-way may be performed, subject to the City hereafter approving a right-of-way maintenance agreement for any such improvements. With the exception of street trees required by the City to be located in public rights-of-way, if any, other street trees will be privately installed, owned, maintained, and, if necessary, removed. The location and type of any such street trees will be reviewed with subdivision construction plans, and they must be installed with root barriers or located where there will be no conflicts with underground utilities.

4. Applicable permits or exemptions are required from SJRWMD (stormwater) and FDEP (water, wastewater, NPDES) prior to construction.
5. The City of Winter Garden will inspect privately owned/maintained improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the developer or owner and their consultants to ensure that privately owned/maintained systems are designed and engineered correctly (including the provision of positive drainage) and constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, which may include, but are not limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
6. No fill or runoff will be allowed to discharge onto adjacent properties without the necessary easements; except as hereafter set forth in permits and approvals obtained in compliance with all applicable laws, rules, and regulations of all applicable governmental authorities, existing drainage patterns shall not be altered. Provide erosion control plan prior to issuance of building permit. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 – Stormwater Management of the City of Winter Garden Code of Ordinances.
7. Once a set of subdivision construction plans for any part of the Property is approved, a preconstruction meeting is required prior to any commencement of construction. The developer shall provide an erosion control plan and a street lighting plan at such preconstruction meeting. The developer shall also provide a certified engineer's cost estimate or an executed construction contract as evidence of the estimated construction costs for the improvements to be constructed pursuant to such subdivision construction plans, and shall pay all City-adopted engineering review and inspection fees (2.25% of such estimated construction costs) at or prior to such preconstruction meeting.
8. The City of Winter Garden is not authorizing or approving drainage discharges onto private property owned or controlled by persons other than the owner and developer, including by way of any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto such private property is the responsibility of the developer and/or owner. Should the flow of stormwater runoff from the Property (other than from City owned/maintained drainage systems),

including without limitation onto adjacent properties, be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the developer and/or owner.

- 9.** If approval is granted by the City of Winter Garden, it does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
- 10.** Boat docks, piers, and any other shoreline improvements along Johns Lake are not guaranteed, and remain subject to the approval and permitting processes of the City of Winter Garden, the Florida Department of Environmental Protection, and other governmental authorities. Without limiting the foregoing: (i) each lakefront portion of the Property will be reviewed individually, based on configuration, spacing, environmental considerations, and other physical characteristics, as part of the City's review and approval of the dock plan (see Section 1(k)(2) of this Ordinance); and (ii) the developer acknowledges that, as a result of such review, certain lakefront lots may not be able to have a dock and/or may be required to share a joint dock with another lakefront lot abutting such lakefront lot.
- 11.** Required setbacks from any Karst features will be set forth in each preliminary plat, based on the geotechnical report to be provided with the preliminary plat (see Section 1(k)(2) of this Ordinance) and in accordance with the applicable provisions of the City of Winter Garden Comprehensive Plan. Once established, such setbacks shall not be encroached upon and shall be maintained in compliance with the Wekiva Protection Act and the City of Winter Garden Comprehensive Plan.
- 12.** The location of the southeastern private drive access to Special District 1, as shown in the UVPUD Plan, is conceptual in nature only and may be relocated and refined with the preliminary plat and/or construction plan submittals. Without limiting the generality of the foregoing, in the event that the peninsula portion of the Property is ultimately developed without a gated access, the southeastern private drive access to Special District 1 may be aligned to create a four-way intersection with other portions of the street network on the peninsula portion of the Property.
- 13.** The development shall be designated by the City as a golf cart community. Golf cart and low-speed vehicle (LSV) use, in

accordance with Section 74-4 of the City Code, is permitted both on Williams Road to Marsh Road and on all streets within the limits of the Property. Golf cart operation on, or crossing of, Marsh Road is not permitted; Marsh Road, although posted at lower speed limits, is not conducive to golf cart use. Marsh Road is a collector road frequently used by heavy equipment and large trucks. All golf cart and LSV use shall comply with the City Code and Florida Statutes. The declarations of covenants, conditions, and restrictions for the/any residential community(ies) located within the Property shall include prominent disclosures to the residents of such community(ies) of the golf cart requirements and limitations described above.

14. A phasing plan for the overall development will be submitted by the developer, and reviewed and approved by the City, as part of the approval process for the first preliminary plat. No individual phase of the development will include more than 50 units. Development is anticipated to begin in the southeast portion of the Property and proceed in a clockwise direction; provided, however, that phases may be constructed in any order so long as each phase, together with phases developed (and/or to be developed) before such phase, must collectively be able to stand-alone (i.e. operate without subsequent phases) in the event that subsequent phases are not developed. At the developer's election, more than one phase may, ultimately, be included in the same final plat. If the phasing plan is not set forth within the preliminary plat itself, the phasing plan may be included within the Development Agreement.

## **SECTION 2: *General Requirements.***

- a. **Development Agreement-** A Developer's Agreement shall be drafted, executed by the developer, approved by the City, and recorded prior to approval of the first preliminary plat for the Property. Without limitation, the Developer's Agreement shall address or provide for, as applicable, the following:
  1. impact fees;
  2. potable water, sewer and reclaimed water utilities extension and oversizing requirements (provided, however, the developer shall be reimbursed by the City for any oversizing required by the City);
  3. more details (including type, location, and timing) concerning the on-site and off-site transportation/roadway system/right-of-way improvements and conveyances obligations set forth in Section 1(k)(1) of this Ordinance;

4. the process for (and the required timing of) the developer's conveyance to the City of Special District 2, the valuation of Special District 2, and the issuance by the City to the developer, in accordance with applicable Florida Statutes, of parks and recreation impact fee credits ("PR Credits"), on a dollar-for-dollar basis, for the value of Special District 2 (provided, however, that such PR Credits may only be applied against parks and recreation (or comparable) impact fees charged by the City for development within the Property and that such PR Credits may not be sold, assigned, conveyed, or transferred for use in connection with development outside of the Property);
5. covenants and restrictions limiting the City's use of Special District 2 to public parks, recreation, and similar uses; and
6. reserving/granting to the developer the right, subject to the review and approval of the City (which shall not be unreasonably withheld, conditioned, or delayed), to name the park/recreation facilities hereafter constructed, located, and/or operated by the City (and/or by another governmental authority, non-profit organization, etc.) within Special District 2.

**b. Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, preliminary plat, final plat, building permit, or other matter relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of Ordinances and subject to this Ordinance.

**c. Amendments**

1. Substantial changes to and/or substantial deviations from this Ordinance and/or the UVPUD Plan, including without limitation to or from the Design Criteria, may only be approved by an amendment of this Ordinance and/or of the UVPUD Plan, as applicable, adopted by the City Commission of the City of Winter Garden by Ordinance.
2. Notwithstanding the foregoing, a project of this type requires ongoing day-to-day decisions that may result in minor or insignificant changes to the development. Such "Minor Adjustments" are those which are typical of developments of this type, and which do not materially, adversely modify the development. As such, Minor Adjustments to this Ordinance and/or to the UVPUD Plan, including without limitation to or from the Design Criteria, may be requested by the developer and approved

by the City Manager or his designee (“City Designee”). The determination of whether a particular matter is a Minor Adjustment shall be made in the reasonable discretion of the City Designee.

- d. **Expiration/Extension-** Expiration of this UVPUD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

**SECTION 3: Zoning Map.** The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION 4: Non-Severability.** Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION 5: Effective Date.** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of, \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, City Clerk

**Exhibit "A"**

**Parcel ID:**

31-22-27-0000-00-001; 31-22-27-0000-00-002; 06-23-27-0000-00-001;  
and 06-23-27-4288-08-242

**Legal Description:**

**PARCEL 1:**

Government Lots 1, 2 & 3 of Section 31, Township 22 South, Range 27 East, together with all lands in said Section 31 adjacent to said Lots 1, 2 and 3 lying East, West and North of said Lots and above the ordinary high water mark of John's Lake in Orange County, Florida.

LESS the following described land:

A part of Government Lots 3 and 4 of Section 31, Township 22 South, Range 27 East, Orange County, Florida described as follows:

Begin at the South 1/4 corner of Section 31, Township 22 South, Range 27 East and run N 89°45'59" W 2650.25 feet to the Southwest corner of said Section 31, thence N 00°18'50" E along the West line of said Section 31 a distance of 204.96 feet to the 97.9 contour on the shore of Johns Lake, thence following said 97.9 contour run the following 17 courses;

S 67°42'00" E 91.68 feet, S 77°38'48" E 194.17 feet,  
S 84°04'08" E 210.44 feet, N 80°50'00" E 170.46 feet,  
N 78°52'08" E 183.77 feet, N 59°09'10" E 198.53 feet,  
N 51°43'16" E 259.41 feet, N 55°17'36" E 179.11 feet,  
N 61°40'11" E 188.07 feet, N 60°04'01" E 187.35 feet,  
N 52°18'27" E 229.06 feet, N 48°53'45" E 103.36 feet,  
S 31°44'06" E 122.52 feet, N 66°16'46" E 239.45 feet,  
N 57°28'55" E 145.83 feet, N 28°00'25" E 207.95 feet,  
N 33°05'02" E 119.74 feet,

thence departing from said contour line run S 82°03'11" E 240.07 feet to the center of a clay road, thence S 4°30'28" W, along said clay road, 1260.69 feet to the Point of Beginning.

**PARCEL 2:**

A part of Government Lots 3 and 4 of Section 31, Township 22 South, Range 27 East, Orange County, Florida described as follows:

Begin at the South 1/4 corner of Section 31, Township 22 South, Range 27 East and run North 89°45'59" West, 2650.25 feet to the Southwest corner of said Section 31, thence North 00° 18'50" East along the West line of said Section 31, a distance of 204.96 feet to the 97.9 contour on the shore of Johns Lake, thence following said 97.9 contour run the following 17 courses: South 67° 42'00" East, 91.68 feet; South 77°

38'48" East, 194.17 feet; South 84° 04'08" East, 210.44 feet; North 80° 50'00" East, 170.46 feet; North 78° 52'08" East, 183.77 feet; North 59° 09'10" East, 198.53 feet; North 51° 43'16" East, 259.41 feet; North 55° 17'36" East, 179.11 feet; North 61° 40'11" East, 188.07 feet; North 60° 04'01" East, 187.35 feet; North 52° 18'27" East, 229.06 feet; North 48° 53'45" East, 103.36 feet; South 31° 44'06" East, 122.52 feet; North 66° 16'46" East, 239.45 feet; North 57° 28'55" East, 145.83 feet; North 28° 00'25" East, 207.95 feet, North 33° 05'02" East, 119.74 feet; thence departing from said contour line run South 82° 03'11" East, 240.07 feet to the center of a clay road, thence South 4° 30'28" West, along said clay road, 1260.69 feet to the Point of Beginning, together with the West 1/2 of vacated Williams Road.

LESS AND EXCEPT the following property described in Warranty Deed recorded in Official Records Book 6030, Page 356, Public Records of Orange County, Florida: A portion of land lying in Section 6, Township 23 South, Range 27 East and Section 31, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Section 31, Township 22 South, Range 27 East, Orange County, Florida at a point on the East line of Prominent Pointe, according to the plat thereof as recorded in Plat Book 41, Pages 74 and 75, of the Public Records of Lake County, Florida; thence North 00° 14'32" East, 204.96 feet along East line of said Prominent Pointe to the shoreline of Johns Lake; thence South 66° 45'28" East, 91.68 feet along said shoreline; thence South 76° 45'28" East, 121.85 feet; thence leaving said shoreline South 00° 17'27" West, 258.61 feet; thence North 89° 42'33" West, 203.00 feet to a point on the West line of Section 6, Township 23 South, Range 27 East, Orange County, Florida; thence North 00° 17'27" East, 116.71 feet along the West line of said Section 6 and the East line of aforesaid Prominent Pointe to the Point of Beginning, LESS the South 70.00 feet thereof.

**PARCEL 3:**

The North 1/2 of the Northwest 1/4 of Section 6, Township 23 South, Range 27 East, Orange County, Florida.

LESS AND EXCEPT the following property described in Warranty Deed recorded in Official Records Book 6030, Page 356, Public Records of Orange County, Florida: A portion of land lying in Section 6, Township 23 South, Range 27 East and Section 31, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Section 31, Township 22 South, Range 27 East, Orange County, Florida at a point on the East line of Prominent Pointe, according to the plat thereof as recorded in Plat Book 41, Pages 74 and 75, of the Public Records of Lake County, Florida; thence North 00° 14'32" East, 204.96 feet along East line of said Prominent Pointe to the shoreline of Johns Lake; thence South 66° 45'28" East, 91.68 feet along said shoreline; thence South 76° 45'28" East, 121.85 feet; thence leaving said shoreline South 00° 17'27" West, 258.61 feet; thence North 89° 42'33" West, 203.00 feet to a point on the West line of Section 6, Township 23 South, Range 27 East,

Orange County, Florida; thence North 00° 17'27" East, 116.71 feet along the West line of said Section 6 and the East line of aforesaid Prominent Pointe to the Point of Beginning, LESS the South 70.00 feet thereof.

Also Less:

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 6, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows: Begin at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 6; thence run S00°44'46"E along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 6, a distance of 1319.56 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 6; thence departing said East line run S89°49'28"W along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 6, a distance of 25.26 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 475.00 feet, a central angle of 12°59'40", a chord bearing of N09°07'16"W and a chord distance of 107.50 feet; thence from a tangent bearing of N02°37'26"W run Northwesterly along the arc of said curve, a distance of 107.73 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 525.00 feet, a central angle of 06°58'14", a chord bearing of N12°07'59"W and a chord distance of 63.83 feet; thence run Northwesterly along the arc of said curve, a distance of 63.87 feet to the point of tangency; thence run N08°38'52"W, a distance of 98.09 feet to a point on a line lying 67.00 feet Westerly of and parallel to the aforesaid East line of the Northeast 1/4 of the Northwest 1/4 of Section 6; thence run N00°44'46"W along said parallel line, a distance of 1054.37 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 6; thence run S89°45'53"E along said North line, a distance of 67.01 feet to the point of beginning.

**PARCEL 4:**

The North 1/2 of the West 1/2 of Lot 24-H, Lake Avalon Groves Replat, according to the map or plat thereof as recorded in Plat Book H, Page(s) 81, Public Records of Orange County, Florida.

LESS:

West 60.00 feet of the West 1/2 of Lot 24H, Lake Avalon Groves Replat, as recorded in Plat Book H, Page 81, of the Public Records of Orange County, Florida

Exhibit "B"

# **COVER PAGE**

# **JOHNS LAKE URBAN VILLAGE PLANNED UNIT DEVELOPMENT PLAN**

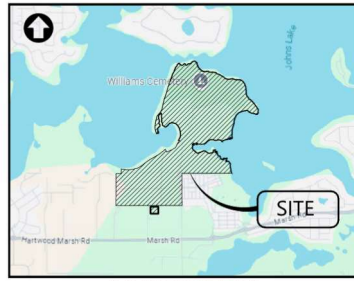
**(17 PAGES - ATTACHED)**

# UVPUD REZONING PRELIMINARY DEVELOPMENT PLAN FOR JOHNS LAKE

CITY OF WINTER GARDEN  
ORANGE COUNTY, FLORIDA

## TAX PARCELS

31-22-27-0000-00-001  
31-22-27-0000-00-002  
06-23-27-0000-00-001  
06-23-27-4288-08-242



LOCATION MAP  
N15

### DEVELOPMENT TEAM

<b>OWNER</b> MCKINNON GROVES LLLP 15400 OAKLAND AVENUE WINTER GARDEN, FL 34787	<b>CIVIL ENGINEER</b> MCINTOSH ASSOCIATES AN LJA COMPANY 1950 SUMMIT PARK DRIVE, SUITE 600 ORLANDO, FL 32810 PHONE: (407) 673-6943 CONTACT: DAVID GASTEL, P.E.	<b>ENVIRONMENTAL ENGINEER</b> MODICA AND ASSOCIATES 302 MOHAWK ROAD CLERMONT, FL 32715 PHONE: (352) 294-2000 CONTACT: CLARK MODICA	<b>SURVEYOR</b> CANVAS LAND SURVEYING 300 N RONALD REAGAN BOULEVARD LONGWOOD, FL 32750 PHONE: (351) 688-2300 CONTACT: LUKE FULFORD, P.S.M.	<b>MASTER PLANNING</b> AGMCI LLC 235 S. MATLAND AVE, SUITE 116 MATLAND, FL 32751 PHONE: (407) 625-2644 CONTACT: GEOFF MCNEILL	<b>DEVELOPMENT ADVISOR</b> LEAR DEVELOPMENT GROUP MATLAND, FL PHONE: (407) 625-2644 CONTACT: DEBRA DREHMANN USHKOWITZ	<b>LEGAL CONSULT</b> SHULTS & BOWEN LLP 300 SOUTH ORANGE AVE, SUITE 1600 ORLANDO, FL 32801 PHONE: (407) 838-9779 CONTACT: PAUL SLADEK
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<b>OWNER</b> MCKINNON CORPORATION 15400 OAKLAND AVENUE WINTER GARDEN, FL 34787	<b>TRAFFIC ENGINEER</b> WALSH TRAFFIC ENGINEERING, LLC 285 PALMETTO SPRINGS STREET DEBARY, FL 32713 PHONE: (386) 668-4062 CONTACT: CHRIS J WALSH, P.E.	<b>GEOTECHNICAL ENGINEER</b> UNIVERSAL ENGINEERING SERVICES, LLC 3532 MAGGIE BOULEVARD ORLANDO, FL 32811 PHONE: (407) 628-0664 CONTACT: RICARDO KIRIAKIDIS, PH.D., P.E.	<b>LANDSCAPE ARCHITECTURE</b> DIX-HITE 193 WEST JESSUP AVE LONGWOOD, FL 32750 PHONE: (407) 667-1777 EXT 1017 CONTACT: DAVID M. HOPPES, PLA, ASLA	<b>MASTER PLANNING &amp; ARCHITECTURE</b> LRK 59 WEST CHURCH STREET, SUITE 201 ORLANDO, FL 32801 PHONE: (407) 566-2275 CONTACT: KEVIN JONES	<b>DEVELOPERS REPRESENTATIVE</b> ISAACS STRATEGY SOLUTIONS LLC PHONE: (407) 848-8037 CONTACT: HEATHER ISAACS
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### UTILITY PROVIDERS

<b>POTABLE WATER</b> CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDEN, FL 34787 PHONE: (407) 656-2256	<b>RECLAIM WATER</b> CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDEN, FL 34787 PHONE: (407) 656-2256	<b>SANITARY SEWER</b> CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDEN, FL 34787 PHONE: (407) 656-2256	<b>GARBAGE DISPOSAL</b> CITY OF WINTER GARDEN 300 WEST PLANT STREET WINTER GARDEN, FL 34787 PHONE: (407) 656-2256
<b>ELECTRIC SERVICE</b> DUKE ENERGY 432 EAST CROWN POINT ROAD WINTER GARDEN, FL 34787 PHONE: (407) 905-3376	<b>TELEPHONE SERVICE</b> CHARTER COMMUNICATIONS 65 SOUTH HELLER ROAD ORLANDO, FL 32810 PHONE: 866-309-3270	<b>INTERNET SERVICE</b> CHARTER COMMUNICATIONS 65 SOUTH HELLER ROAD ORLANDO, FL 32810 PHONE: 866-309-3270	<b>NATURAL GAS</b> LAKE APOPKA NATURAL GAS DISTRICT 1320 WINTER GARDEN - VINELAND ROAD WINTER GARDEN, FL 34787 PHONE: (407) 656-2734

AGMCI

ISAACS STRATEGY SOLUTIONS, LLC



MCINTOSH ASSOCIATES  
an LJA company

1950 SUMMIT PARK DRIVE, SUITE 600  
ORLANDO, FL 32810  
407.644.4068

SEC 8 & 31 | TWP 22 & 23 | RGE 27  
WILLIAMS ROAD  
WINTER GARDEN  
ORANGE COUNTY, FLORIDA

JOHNS LAKE  
MCKINNON GROVES LLLP  
UVPUD REZONING  
PRELIMINARY DEVELOPMENT PLAN  
COVER

DATE: APRIL 25, 2025  
04-25-2025 - REVISION 1  
05-29-2025 - REVISION 2  
05-12-2025 - REVISION 3  
03-26-2025 - REVISION 4  
04-24-2025 - REVISION 5

REVISIONS

DRAWN BY: MCM  
CHECKED BY: KL  
PROJECT MANAGER: KL  
JOB #: 2401130  
FILE CODE: ----  
SHEET NO: 1

# History, Vision & Context

For more than a century our family has been rooted in this land...cultivating citrus groves, supporting local schools, and investing in the growth of West Orange County. From helping establish Tildenville Elementary in the early 1900s to shaping legacy neighborhoods like Oakland Park, our story is rooted in stewardship, not just ownership.

These lands tell a story of resilience and care. The highs and lows of citrus farming taught us the value of patience and preservation. After the freezes of the 1980s, we began a thoughtful transition...one that balanced the region's growth with a deep commitment to community character, green space, and long-term value.

### Our vision is defined by four foundational pillars:

**Home Place** – A home and place where people feel grounded, welcomed, and connected. This is more than real estate—it's a return to meaningful living.

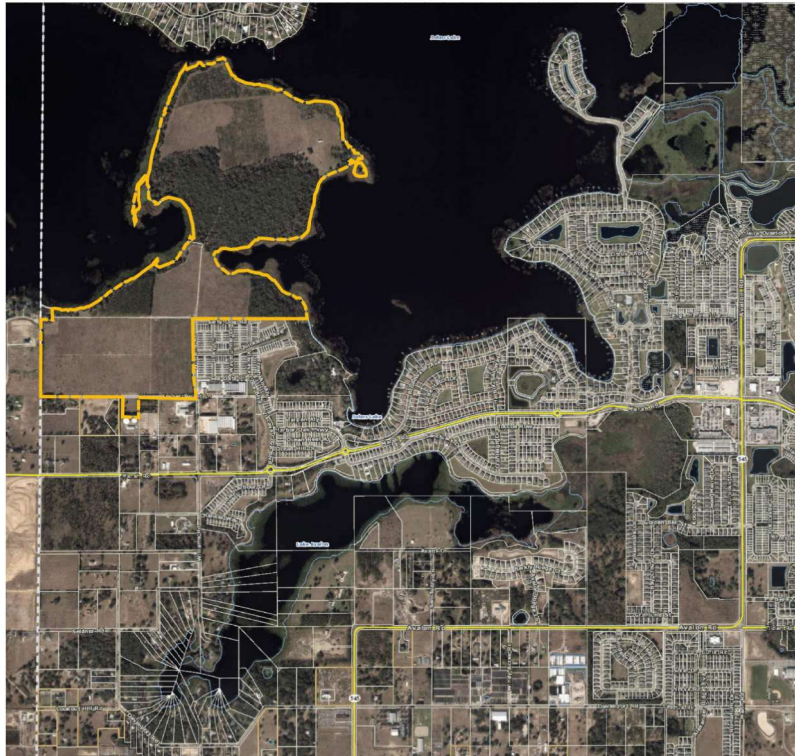
**Engagement** – A design that encourages community gathering, recreation, and healthy lifestyles—daily, weekly, and lifelong.

**Nature** – A celebration of the biodiverse beauty of Johns Lake, with landscapes that inspire awe and stewardship.

**Experience** – A neighborhood that creates lifelong memories, honors the importance of every resident, and adds lasting value to the region.

This isn't just a neighborhood. It's a legacy community shaped by purpose, guided by history, and designed to endure.

**A Legacy of Purpose. A Future Rooted in Place.**



Context Vicinity Map



Existing Conditions Map



**GENERAL DEVELOPMENT NOTES:**

**DEFERRED PLANS REQUIRED**

- A TREE SURVEY AND MITIGATION PLAN WILL BE SUBMITTED WITH THE PRELIMINARY PLAT SUBMITTAL IN LIEU OF THE REZONING APPLICATION STAGE. REFER TO SECTION 119 OF THE CITY CODE OR SUBDIVISION PLAN REQUIREMENTS. AREAS OF TREE PRESERVATION, BASED ON SUCH TREE SURVEY AND MITIGATION PLAN, SHALL BE IDENTIFIED NO LATER THAN THE TIME OF SITE PLAN. SUCH TREE PRESERVATION AREAS SHALL BE PROTECTED BY A CONSERVATION EASEMENT GRANTED TO THE CITY AND RECORDED AS PART OF THE SITE PLAN. TREE REMOVAL FROM TREE PRESERVATION AREAS SHALL BE PERMITTED ONLY AS SET FORTH IN SUCH CONSERVATION EASEMENT AND/OR IN THE CITY CODE.
- A FULL ENVIRONMENTAL REPORT ADDRESSING ALL WETLANDS, ENDANGERED/THREATENED SPECIES, ETC. WILL BE PROVIDED WITH THE PRELIMINARY PLAT SUBMITTAL IN LIEU OF THE REZONING APPLICATION STAGE.
- A GEOTECHNICAL STUDY OF KARST FEATURES WILL BE PROVIDED WITH THE PRELIMINARY PLAT SUBMITTAL IN LIEU OF THE REZONING APPLICATION STAGE. THE STUDY SHALL INCLUDE FEATURE LIMITS OF CONFINING LAYER, ETC. AS VERIFIED WITH BORINGS ALONG WITH RECOMMENDED MITIGATION, GROUTING, AND BUFFERS/SETBACKS FOR EACH KARST FEATURE.
- 100 YR. FLOOD PRONE AREAS SHALL BE IDENTIFIED ON THE PRELIMINARY PLAT SUBMITTAL.
- DOCKS ARE PERMITTED ON PRIVATE RESIDENTIAL LOTS AS WELL AS SPECIAL DISTRICT 1 AND OPEN SPACE AND ACTIVE RECREATION TRACTS. A DOCK PLAN FOR THE JOHNS LAKE UPVUD WILL BE SUBMITTED WITH THE PRELIMINARY PLAT SUBMITTAL IN LIEU OF THE REZONING APPLICATION STAGE. DUE TO SITE CONSTRAINTS, SOME RESIDENTIAL LOTS MAY BE LIMITED TO A JOINT DOCK ALONG THE COMMON PROPERTY LINE. ALL DOCKS WILL BE SUBJECT TO REVIEW BY THE APPLICABLE LOCAL AND STATE AGENCIES.
- A DRAFT OF THE DECLARATION (AS DEFINED IN FLA. STAT. 720.301(6)) FOR THE HOMEOWNERS' ASSOCIATION (AS DEFINED IN FLA. STAT. 720.301(9)) THAT SHALL HEREAFTER HAVE JURISDICTION OVER ALL RESIDENTIAL AREAS OF THE JOHNS LAKE UPVUD (HOA), AS WELL AS A DRAFT OF THE COMMUNITY'S DESIGN STANDARDS (INCLUDING PATTERN BOOK), WILL BE SUBMITTED WITH THE PRELIMINARY PLAT SUBMITTAL.
- LOT EASEMENT PLANS INCLUDED WITHIN THE LOT BOOK FOR EACH PHASE WILL BE REQUIRED BEFORE THE FINAL PLAT OF ANY PHASE SHOWING SETBACKS, EASEMENTS, ENCROACHMENT ZONES, GARAGE LOCATIONS, REQUIRED SAVED TREES, ETC.

**PHASING**

- PHASING WILL BE DETERMINED AND SUBMITTED WITH THE PRELIMINARY PLAT. IN NO CASE WILL A PHASE BE PROPOSED THAT CANNOT ALONG WITH PREVIOUS PHASES STAND ALONE AS AN INDEPENDENT PROJECT.

**SERVICES & UTILITIES**

- POTABLE WATER, CENTRAL SEWER, AND REUSE WATER WILL BE PROVIDED BY THE CITY OF WINTER GARDEN.
- UTILITY EASEMENTS SHALL BE DEDICATED TO THE CITY OF WINTER GARDEN OVER ALL WATER AND SEWER MAINS NOT LOCATED IN A PUBLIC RIGHT-OF-WAY. THE MINIMUM EASEMENT WIDTHS WILL COMPLY WITH CITY CODE. WITH THE FACILITY CENTERED WITHIN THE EASEMENT AND ALL EASEMENTS WILL ADHERE TO SECTION 111-203 OF THE CITY CODE.
- SOLID WASTE SERVICES WILL BE PROVIDED BY THE CITY OF WINTER GARDEN.
- ALL UTILITIES REQUIRED FOR THE DEVELOPMENT SHALL BE RUN TO THE SITE AT NO EXPENSE TO THE CITY OF WINTER GARDEN, INCLUDING POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER.
- IF NATURAL GAS LINES ARE AVAILABLE, THE PROJECT WILL COORDINATE WITH THE SERVICE PROVIDER TO OFFER THIS SERVICE.
- THE EXISTING POTABLE WATER MAIN SHOWN ON THE TRANSECT PLAN IS TO BE PRESERVED FOR FUTURE USE (AS DESCRIBED BELOW) AND/OR FOR POSSIBLE ACQUISITION BY THE CITY FOR REUSE AUGMENTATION. AS IS ALLOWED BY SECTION 78-241 OF THE CITY CODE, ANY EXISTING WELLS LOCATED WITHIN THE BOUNDARIES OF THE JOHNS LAKE UPVUD (AND ANY CONSUMPTIVE USE PERMITS ASSOCIATED WITH THE LANDS SUBJECT TO THE JOHNS LAKE UPVUD) MAY BE USED FOR ANY AND ALL PURPOSES, INCLUDING WITHOUT LIMITATION FOR IRRIGATION, IN CONNECTION WITH THE OWNERSHIP, USE, OCCUPANCY, OPERATION, MAINTENANCE, AND/OR REPAIR OF ALL AND/OR ANY PORTIONS OF THE JOHNS LAKE UPVUD, INCLUDING WITHOUT LIMITATION THOSE PORTIONS THAT CONTINUE TO BE USED FOR AGRICULTURAL USES AND/OR PURPOSES (OR OTHERWISE REMAIN UNDEVELOPED) AFTER APPROVAL OF THE JOHNS LAKE UPVUD AND/OR THOSE PORTIONS THAT ARE HEREAFTER DEVELOPED WITH AS RESIDENTIAL LOTS, SPECIAL DISTRICT 1, COMMON OPEN SPACE, AND/OR ACTIVE RECREATION OPEN SPACE.
- ALL LIGHTING SHALL MEET DARK SKIES REQUIREMENTS PER SECTION 118-1536(K) OF THE CITY CODE. STREET LIGHTING PLANS SHALL BE COORDINATED WITH THE APPLICABLE ELECTRICAL SERVICE PROVIDER. IF ANY STREET LIGHTING IS PROPOSED TO BE SOLAR POWERED, A LIGHTING PLAN WITH STANDARDS ON THE TYPE OF STREETLIGHT AND THE LOCATION OF THE PHOTOVOLTAIC CELLS, POWER STATIONS, ELECTRICAL BOXES, ETC., SHALL BE PROVIDED WITH THE FINAL PLAT. ALTHOUGH THE CITY ENCOURAGES CREATIVE GREEN SOLUTIONS, ANY PROPOSED STREET LIGHTING THAT COMBINES ALTERNATIVE POWER SOURCES WITH SUPPLEMENTAL SUPPORT EQUIPMENT SHALL BE PRIVATELY OWNED AND MAINTAINED (IF NOT OWNED AND MAINTAINED BY THE APPLICABLE ELECTRICAL SERVICE PROVIDER).

**STORMWATER MANAGEMENT**

- THE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED AS AMENITIES AND COMPLY WITH CITY OF WINTER GARDEN SWMM CRITERIA. ALONG THE SIDE YARD OF EACH SINGLE-FAMILY PLATTED LOT CONTAINING A DRAINAGE EASEMENT, THERE SHALL BE MAINTAINED A TWO AND A HALF-FOOT WIDE AREA ALONG THE COMMON LOT LINE UNOBTSTRUCTED BY EQUIPMENT.

**RIPARIAN RIGHTS & ORDINARY HIGH WATER LINE**

- ALL LANDS SUBJECT TO THE JOHNS LAKE UPVUD SHOWN AS BEING CONTIGUOUS TO JOHNS LAKE, INCLUDING WITHOUT LIMITATION SPECIAL DISTRICT 1, ACTIVE RECREATION TRACTS, COMMON PUBLIC AND PRIVATE OPEN SPACE TRACTS, AND ALL LAKEFRONT LOTS, HAVE AND SHALL RETAIN ALL RIPARIAN RIGHTS IN AND TO JOHNS LAKE. SUBJECT TO THE RESTRICTIONS SET FORTH IN THIS UPVUD AND COMP LANCE WITH ALL APPLICABLE LOCAL AND STATE REGULATIONS.
- AN ORDINARY HIGH WATER LINE (OHWL) ELEVATION HAS NOT BEEN DETERMINED FOR JOHNS LAKE AS OF THE DATE OF THIS REZONING. THE STATE OF FLORIDA OWNS TITLE, AS SOVEREIGN LANDS, TO THOSE LANDS LYING WATERWARD OF THE OHWL FOR JOHNS LAKE, WHICH ASSURES THE LOCATION OF THE BOUNDARY LINES FOR THE LAKEFRONT LOTS/TRACTS. IN ORDER TO ENSURE THAT THERE IS NO GAP BETWEEN SOVEREIGN LANDS AND ADJACENT LOTS/TRACTS AND THAT NO LAKEFRONT LOTS/TRACTS INCLUDE SOVEREIGN LANDS, ALL LAKEFRONT LOTS/TRACTS SHALL EXTEND OR DETRACT TO THE OHWL OF JOHNS LAKE NOTWITHSTANDING THE GRAPHICAL DEPICTION (WHETHER IN THIS JOHNS LAKE UPVUD, THE PRELIMINARY PLAT FOR THIS JOHNS LAKE UPVUD, AND/OR ANY OTHER SUBSEQUENT SUBMITTALS FOR THE JOHNS LAKE UPVUD) OF THE LAKEFRONT LOTS/TRACTS ADJUTING A WITNESS LINE OR SAFE UPLAND LINE.

- THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON JULY 14, 2003 DETERMINED THAT AN ELEVATION 98.0 FEET (NGVD 29 DATUM) IS A SAFE UPLAND LINE (SUL) FOR JOHNS LAKE AND IS AT OR ABOVE THE ORDINARY HIGH WATER LINE.

**RESIDENTIAL LOTS**

- FOLLOWING IDENTIFICATION OF PRELIMINARY LOT LOCATIONS AND MK IN THE PRELIMINARY PLAT, SUBSEQUENT CHANGES TO LOT LOCATIONS AND/OR MK WITHIN A PHASE OF THE DEVELOPMENT SHALL BE DEEMED MINOR MODIFICATIONS TO THE PRELIMINARY PLAT. PROVIDED, HOWEVER, THAT: (a) THE FINAL LOT MIX INCLUDES A MINIMUM OF THREE (3) LOT TYPES IN ANY PHASE OF THE DEVELOPMENT; AND (b) THE FINAL LOT LOCATIONS AND MK ARE OTHERWISE CONSISTENT IN ALL RESPECTS WITH THE REQUIREMENTS OF THE JOHNS LAKE UPVUD, INCLUDING THE TRANSECT PLAN. THE FINAL LOT LOCATIONS AND MK SHALL BE DETERMINED AT CONSTRUCTION PLAN APPROVAL (FOR EACH PHASE IF PHASED).
- RESIDENTIAL LOTS MAY BE COMBINED WHEN UNDER COMMON OWNERSHIP AND INTENDED TO BE DEVELOPED AS ONE, COMBINED, LARGER SINGLE-FAMILY LOT, SUBJECT TO THE LOT COMBINATION OR REPLACING REVIEW AND APPROVAL, PROCESS UNDER THE WINTER GARDEN CODE OF ORDINANCES.
- LAKEFRONT LOTS ARE PERMITTED TO HAVE INDIVIDUAL FRONT ENTRY GATES AND POSTS THAT DO NOT EXCEED 4.5 FEET IN HEIGHT. FRONT YARD FENCES AND WALLS ADJOINING ANY SUCH FRONT ENTRY GATES AND/OR POSTS ON LAKEFRONT LOTS ARE PERMITTED TO BE 4 FEET IN HEIGHT (IN LIEU OF 3 FEET) AND SHALL MEET ALL OTHER REQUIREMENTS OF SECTION 118-1297 OF THE CITY CODE. ALL GATES MUST BE SETBACK FROM THE RIGHT-OF-WAY OR EDGE OF PAVEMENT A MINIMUM OF 20 FEET TO PREVENT OVERHANG OF VEHICLES. THE ARCHITECTURAL DETAILS OF ANY SUCH FRONT YARD GATES, POSTS, AND FENCING SHALL BE DESIGNED TO BE CONSISTENT WITH THE ARCHITECTURE OF THE BUILDINGS ON SUCH LAKEFRONT LOT, AND SHALL BE COMPATIBLE WITH THE SURROUNDING LOTS SO AS TO ENHANCE THE PEDESTRIAN ENVIRONMENT AND NOT DOMINATE THE ADJOINING STREET FRONTAGES). ENTRY GATES AND FENCING MUST BE MADE OF METAL, ALUMINUM, STEEL, IRON, OR SIMILAR MATERIAL. BE OF A DARK OR NEUTRAL COLOR (BLACK, DARK GREEN, OR BROWN IS PREFERRED), AND SHALL NOT BE THE PACE OF EACH GATE OR FENCE SEGMENT CONSIST OF MORE THAN 50 PERCENT SOLID OR OPAQUE MATERIAL.
- CUSTOMARY HOME-BASED BUSINESSES ARE PERMITTED IN CONNECTION WITH RESIDENTIAL USES, PROVIDED IT IS IN COMPLIANCE WITH SECTION 559.995, FLORIDA STATUTES AND THAT THERE SHALL BE NO EXTERNAL EVIDENCE OF SUCH HOME-BASED BUSINESS, EXCEPT THAT ONE SIGN, UNILLUMINATED, AND NOT EXCEEDING ONE SQUARE FOOT IN AREA, MAY BE ERECTED FLAT AGAINST THE WALL OF THE PRINCIPAL BUILDING. HOME-BASED BUSINESS SHALL HAVE NO CUSTOMERS OR EMPLOYEES VISITING THE SITE. ONLY INSIDE STORAGE OF MATERIAL AND GOODS IS ALLOWED. NO OUTDOOR ASSEMBLY OR WORK IS ALLOWED AS PART OF THE HOME-BASED BUSINESS. PARKING RELATED TO THE BUSINESS ACTIVITIES OF THE HOME-BASED BUSINESS MUST COMPLY WITH LOCAL ZONING REQUIREMENTS AND THE NEED FOR PARKING GENERATED BY THE BUSINESS MAY NOT BE GREATER IN VOLUME THAN WOULD NORMALLY BE EXPECTED AT A SIMILAR RESIDENCE WHERE NO BUSINESS IS CONDUCTED. THERE SHALL BE NO PARKING OF COMMERCIAL VEHICLES OR TRAILERS WITHIN THE RIGHTS-OF-WAY. NO TRAILERS OR HEAVY EQUIPMENT SHALL BE PARKED OR STORED IN A MANNER SUCH THAT IT IS VISIBLE FROM THE ROAD RIGHT-OF-WAY.

**ACCESSORY DWELLING UNITS (ADU)**

- ADU'S ARE PERMITTED WITHIN THE JOHNS LAKE UPVUD. ADU'S SHALL BE LIMITED TO ONE (1) FLOOR EXCLUSIVE OF ASSOCIATED STAIRS OR STARWELL, SHALL NOT EXCEED 850 SQUARE FEET UNDER E.A.C. AND MAY BE ATTACHED TO THE PRIMARY STRUCTURE ON ANY FLOOR; (b) BE ATTACHED TO A DETACHED GARAGE ON ANY FLOOR; (c) BE A STANDALONE STRUCTURE (SUBJECT TO THE SETBACKS FOR THE TRANSECT ZONE IN WHICH IT IS LOCATED); OR (d) BE ATTACHED TO OTHERWISE PERMITTED ACCESSORY STRUCTURES INCLUDING POOL HOUSES) ON ANY FLOOR. TO BE CLASSIFIED AS AN ADU, THE STRUCTURE MUST HAVE A DISCRETE AND PRIVATE ENTRY PROVIDING PRIVATE ACCESS TO THE ADU AND HAVE A FULL-SERVICE KITCHEN. OTHER THAN LAKEFRONT LOTS, ADU'S SHALL NOT BE LOCATED IN FRONT OF THE PRIMARY STRUCTURE OR BETWEEN THE PRIMARY STRUCTURE AND ANY RIGHT-OF-WAY.
- AN ADU CAN BE RENTED ONLY IF THE OWNER OF THE LOT WHERE SUCH ADU IS LOCATED LIVES IN THE PRIMARY HOUSE ON SUCH LOT, OR WHERE SUCH LOT IS OWNED BY A TRUST, ESTATE, FAMILY PARTNERSHIP, OR OTHER SIMILAR ENTITY; IF A TRUSTEE, PERSONAL REPRESENTATIVE, PARTNER, OR BENEFICIARY OF, OR OTHER PERSON WITH AN EQUITABLE INTEREST IN, SUCH ENTITY LIVES IN THE PRIMARY HOUSE ON SUCH LOT. SHORT-TERM RENTAL (I.E. FOR A PERIOD OF LESS THAN 30 CONSECUTIVE DATES) OF ADU(S) IS PROHIBITED.

**GARAGES**

- FOR ALL SINGLE-FAMILY DETACHED LOTS LESS THAN 50 FEET IN WIDTH AND FOR ALL SINGLE-FAMILY ATTACHED LOTS, GARAGES SHOULD BE LOCATED TO THE REAR OF THE LOT AND ACCESSED FROM AN ALLEY.
- FOR ALL SINGLE-FAMILY DETACHED LOTS 50.01 FEET IN WIDTH TO UP TO 70 FEET IN WIDTH, GARAGES SHOULD BE LOCATED TO THE REAR OF THE LOT AND BEHIND THE PRIMARY STRUCTURE.
- FOR ALL SINGLE-FAMILY DETACHED LOTS 70 FEET AND LARGER IN WIDTH, THE GARAGE DOORS OF FRONT-LOADED LOTS SHALL BE RECESSED A MINIMUM OF TEN (10) FEET BEHIND THE NEAREST ADJACENT PLANE OF THE PRIMARY STRUCTURE; HOWEVER, WHEN A PORCH IS PROVIDED IN FRONT OF THE FORWARD-MOST PLANE OF THE PRIMARY STRUCTURE, THE GARAGE DOOR SETBACK BEHIND THE NEAREST ADJACENT PLANE OF THE PRIMARY STRUCTURE MAY BE DECREASED TO SEVEN (7) FEET.
- IN NO CASE SHALL A FRONT-LOADED GARAGE DOOR BE SET BACK LESS THAN TWENTY (20) FEET FROM THE FRONT PROPERTY LINE.
- SIDE ENTRY GARAGES (I.E., WHERE GARAGE DOORS ARE NOT PARALLEL TO THE FRONT RIGHT OF WAY) MAY BE LOCATED IN FRONT OF THE PRIMARY BUILDING FACADE (BUT IN ALL EVENTS BEHIND THE FRONT SETBACK LINE).

**OPEN SPACE**

- EXCEPT FOR SD-2, ALL COMMON OPEN SPACE AND ACTIVE RECREATION OPEN SPACE, REQUIRED PER SECTION 118-1082 OF THE CITY CODE, WILL BE OWNED AND MAINTAINED BY A HOMEOWNERS' ASSOCIATION.
- IN ACCORDANCE WITH SECTION 94-132.5(B) OF THE CITY CODE, A MINIMUM 15-FOOT, AVERAGE 25-FOOT, VEGETATIVE BUFFER ALONG JOHNS LAKE WILL BE INCLUDED WITHIN THE LOTS AND TRACTS THAT ARE CONTIGUOUS TO JOHNS LAKE, INCLUDING WITHOUT LIMITATION THE LAKEFRONT LOTS. SUCH BUFFER SHALL BE PROTECTED BY A CONSERVATION EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION FOR THE RESIDENTIAL COMMUNITY (WHICH HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND ENFORCEMENT OF THE VEGETATIVE BUFFER), BUT THE AREA OF EACH PORTION OF SUCH BUFFER WILL BE OWNED IN FEE SIMPLE BY THE OWNER OF THE LOT OR TRACT IN WHICH SUCH PORTION OF SUCH BUFFER IS LOCATED; SUCH CONSERVATION EASEMENT WILL INCLUDE APPROPRIATE RESERVATIONS FOR DOCKS, PIER, EQUIVALENTS, ACCESS WALKWAYS, PLATFORMS, ETC., FOR THE OWNERS OF LOTS WITHIN SPECIAL DISTRICT 1 TO ACCESS, DEVELOP, USE, MAINTAIN, ETC. THE PENINSULA PORTION OF SPECIAL DISTRICT 1 THAT EXTENDS WESTERLY FROM SPECIAL DISTRICT 1 INTO JOHNS LAKE (AND WHICH IS ONLY BE ACCESSIBLE THROUGH THE VEGETATIVE BUFFER), AND FOR OTHER USUAL AND CUSTOMARY RESERVED RIGHTS. SUCH CONSERVATION EASEMENTS WILL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF WINTER GARDEN PRIOR TO RECORDING, AND THE CITY WILL BE GRANTED THIRD PARTY ENFORCEMENT RIGHTS IN ALL SUCH CONSERVATION EASEMENTS.

**SPECIAL DISTRICT 2**

- SPECIAL DISTRICT 2 WILL BE CONSIST OF NO LESS THAN 13.65 ACRES AND IS TO BE CONVEYED TO THE CITY OF WINTER GARDEN AS A PARK SITE IN FEE SIMPLE OWNERSHIP FREE AND CLEAR OF ALL MORTGAGES, LIENS AND ENCUMBRANCES AT THE TIME OF RECORDING THE FINAL PLAT.

**COMMUNITY CHARACTER ELEMENTS**

- THE PRINCIPLES OF STYLE FOR TRANSITIONAL ARCHITECTURAL DESIGN SHALL UTILIZE MASSING SCALE AND PROPORTION ALONG WITH ELEMENTS OF COLOR, WINDOWS TREATMENT, AND MATERIALS DERIVED FROM THE ARCHITECTURE OF HISTORICALLY CORRECT RESIDENTIAL STYLES.

**STREET TREES AND LANDSCAPING/BUFFERING**

- STREET TREES WILL BE AN INTEGRAL PART OF THE LANDSCAPE OF THE JOHNS LAKE UPVUD. THEY WILL BE PERMITTED TO OCCUR IN THE STREET RIGHT-OF-WAY, SO THAT CONFLICTS WITH UNDERGROUND UTILITIES ARE AVOIDED. THE JOHNS LAKE UPVUD SHALL CONTAIN THE QUANTITY, SIZE, AND TYPE OF LANDSCAPE REQUIRED BY THE CITY CODE.

- ALL LOTS BACKING UP TO THE FUTURE AMBER SWEET LANE ROW (WEST OF THE ACCESS ROAD TO THE CITY'S UTILITY SITE) ARE REQUIRED TO INSTALL A 6' FENCE OR WALL ALONG THE PROPERTY LINE.

**PARKING**

- ALL PROPOSED PUBLIC STREETS ARE TO BE OWNED BY THE CITY OF WINTER GARDEN. STREETS WITHIN GATED AREAS, IF ANY, AND ALL ALLEYS SHALL BE PRIVATELY OWNED AND MAINTAINED BY A HOMEOWNERS ASSOCIATION. ALL PORTIONS OF THE JOHNS LAKE UPVUD NORTH AND EAST OF THE SOUTHERN ACCESS DRIVE TO SPECIAL DISTRICT 1 MAY BE GATED.
- ALL USES IN THE JOHNS LAKE UPVUD SHALL MEET THE CITY OF WINTER GARDEN'S PARKING REQUIREMENTS FOUND IN SECTION 118-1386, EXCEPT THAT DESIGNATED ON-STREET PARKING CAN BE COUNTED AS AVAILABLE SPACE FOR NON-RESIDENTIAL USES WHEN WITHIN A CONVENIENT WALKING DISTANCE. EVERY RESIDENTIAL LOT WILL BE REQUIRED TO HAVE A GARAGE OR CARPORT. DRIVEWAY AREA WITHIN A LOT MAY BE COUNTED TOWARD MEETING PARKING REQUIREMENTS FOR SUCH LOT. AN ADU WILL BE REQUIRED TO HAVE ONE ADDITIONAL ON-SITE SPACE OVER THE REQUIRED PARKING FOR THE PRIMARY RESIDENCE.

**AGRICULTURE**

- NOTHING IN THIS PLAN IS INTENDED TO (INOR SHALL) IMPAIR, NEGATE, OR ADVERSELY AFFECT THE EXISTING AGRICULTURAL CLASSIFICATION (FOR AD VALOREM TAX PURPOSES) AS TO ANY PORTION(S) (OR ALL) OF THE PROPERTY WHICH HEREAFTER CONTINUE TO BE USED FOR ONE OR MORE BONA FIDE AGRICULTURAL PURPOSES.
- UNTIL A GIVEN PORTION OF THE PROPERTY IS NO LONGER USED FOR ANY AGRICULTURAL USE OR PURPOSE, SUCH PORTION(S) (OR ALL) OF THE PROPERTY (NOTWITHSTANDING THIS PLAN, THE CITY CODE, AND/OR ANY APPLICABLE FUTURE LAND USE DESIGNATIONS AND/OR ZONING CLASSIFICATION(S)) MAY CONTINUE TO BE USED FOR ANY ONE OR MORE EXISTING AND/OR NEW AGRICULTURAL AND/OR AGRICULTURE-RELATED USES AND PURPOSES, INCLUDING WITHOUT LIMITATION THOSE USES AND PURPOSES DESCRIBED IN SECTIONS 193.46(1)(5), 570.85, AND 570.86(1), FLORIDA STATUTES, AND/OR IN THE DEFINITION OF AGRICULTURE CONTAINED IN SECTION 118-1 OF THE CITY CODE.
- THE PLATTING OF ALL OR A PORTION OF THE JOHNS LAKE UPVUD SHALL NOT CONSTITUTE ABANDONMENT OF BONA FIDE AGRICULTURAL USE(S) FOR ANY UNPLATTED PORTION(S) OF THE JOHNS LAKE UPVUD AND/OR FOR ANY PORTION(S) OF THE JOHNS LAKE UPVUD PLATTED AS A FUTURE DEVELOPMENT TRACT.

**DEVIATIONS**

- THE CITY RECOGNIZES THE UNIQUE CONSTRAINTS AND CONDITIONS EXTANT WITHIN THE JOHNS LAKE UPVUD AND WITH MEETING THE ZONING DEVELOPMENT STANDARDS OF THE PROJECT FOR EACH CONDITION. AS SUCH, THE CITY IS PERMITTED TO ADDRESS AND APPROVE REQUESTED DEVIATIONS ADMINISTRATIVELY, WHEN THE CITY HAS CONSIDERED THE EXTENT TO WHICH THE PROPOSED DEVELOPMENT, TAKEN AS A WHOLE WILL:
  - ADVANCE THE STATED GUIDING PRINCIPLES OF THE JOHNS LAKE UPVUD;
  - PROMOTE MODES OF TRANSPORTATION OTHER THAN THE AUTOMOBILE, INCLUDING WALKING, BICYCLING, AND OTHER FORMS OF MOBILITY;
  - CREATE A BUILT ENVIRONMENT THAT IS IN SCALE WITH PEDESTRIAN-ORIENTED ACTIVITIES AND PROVIDES VISUAL INTEREST AND ORIENTATION FOR PEDESTRIANS;
  - CONTRIBUTE TO A MIX OF USES IN THE AREA THAT ARE COMPATIBLE WITH EACH OTHER AND WORK TOGETHER TO SUPPORT THE BUILT AND NATURAL ENVIRONMENT WITHIN THE PROJECT;
  - INTEGRATE PHYSICALLY AND FUNCTIONALLY WITH THE BUILT AND NATURAL ENVIRONMENT IN WHICH IT IS LOCATED; AND
  - MITIGATE POTENTIAL IMPACTS OF THE PROPOSED DEVIATION ON SURROUNDING PROPERTIES AND THE EXTENT TO WHICH ANY ADVERSE IMPACTS RESULT FROM SUCH DEVIATION.



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SEC 6 & 31 TYPF 22 & 21 F ROE 27	WILLIAMS ROAD	WINTER GARDEN	ORANGE COUNTY, FLORIDA
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JOHNS LAKE	MCINTOSH GROVES LLP	UPVUD REZONING	PRELIMINARY DEVELOPMENT PLAN
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DATE	APRIL 25, 2025
04-25-2025 - REVISION 1	
05-29-2025 - REVISION 2	
01-14-2026 - REVISION 3	
01-28-2026 - REVISION 4	
04-24-2026 - REVISION 5	

REVISIONS	
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DESIGNED BY: MDM
CHECKED BY: SL
PROJECT MANAGER: RL
053 4 2403 1120
FILE CODE: ---
SHEET NO.

DATE PLOTTED: 04/25/2025 10:05:11 AM

**PARCEL ID:**  
31-22-27-0000-00-301  
31-22-27-0000-00-302  
06-23-27-0000-00-301  
06-23-27-4288-08-242

**JURISDICTION:**  
CITY OF WINTER GARDEN

**ZONING & FUTURE LAND USE:**  
ZONING: LUPUD  
FUTURE LAND USE: URBAN VILLAGE  
ALSO REFERENCE: THE SIXTH AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT BETWEEN ORANGE COUNTY AND THE CITY OF WINTER GARDEN

**SITE DATA**

GROSS LAND AREA: 337.25 AC  
EXISTING WETLAND AREA: 0.00 AC  
EXISTING SURFACE WATER AREA: 0.00 AC  
NET DEVELOPABLE AREA: 337.25 AC

**REQUIRED OPEN SPACE**

WEKIVA COMMON OPEN SPACE: 84.32 AC (25.0%)  
REQUIRED:  
PROVIDED:  
OPEN SPACE PARCELS: 72.94 AC (32.12 AC STORMWATER)  
SPECIAL DISTRICT 2: 12.32 AC  
TOTAL: 85.26 AC (25.3%)

**ACTIVE RECREATION:**  
REQUIRED: 16.86 AC (5.0%)  
PROVIDED: 16.86 AC (5.0%)

UP TO 50% OF THE WEKIVA STUDY AREA OPEN SPACE REQUIREMENT MAY BE MET WITH DRY STORMWATER RETENTION AREAS.

**RESIDENTIAL DENSITY:**  
LUPUD MAXIMUM DENSITY: 4.00 DU/AC  
NUMBER OF LOTS PROPOSED: 613 LOTS  
DENSITY PROPOSED: 1.82 DU/AC

**TABLE 1 - LAND USE ALLOCATION BY TRANSECT**

LEGEND/LAND USE		
PRIVATELY OWNED*		3.36
SPECIAL DISTRICT 1		31.99
SPECIAL DISTRICT 2/FUTURE CITY PARK		13.65
T4-G (NEIGHBORHOOD GENERAL)		39.18
T4-R (NEIGHBORHOOD RESTRICTED)		10.61
T3 (NEIGHBORHOOD EDGE)		110.31
T2 (OPEN SPACE) (PUBLIC AND PRIVATE, COMMON & ACTIVE) DRY RETENTION/AMENITIES		88.47
RIGHT-OF-WAY		40.88
<b>TOTAL ACRES</b>		<b>337.25</b>

**TABLE 1 - LAND USE ALLOCATION BY TRANSECT NOTE**

\*PERMITS OPEN SPACE, RECREATIONAL USE, AND ALL ACCESSORY USES AND STRUCTURES CUSTOMARILY INCIDENTAL AND SUBORDINATE TO A PRINCIPAL STRUCTURE (INCLUDING WITHHOLD LIMITATION REPLACEMENT OF THE EXISTING BARN LIKE FOR LIKE); PROVIDED, THAT AS CONSTRUCTION OF A PRINCIPAL RESIDENTIAL STRUCTURE ON TRACT PR-1 IS NOT ALLOWED, THERE DOES NOT NEED TO BE A PRINCIPAL RESIDENTIAL STRUCTURE ON TRACT PR-1 IN ORDER FOR SUCH ACCESSORY USES AND STRUCTURES TO BE CONSTRUCTED, USED, AND MAINTAINED ON TRACT PR-1.

**TABLE 2 - PERMITTED USES BY RIGHT**

USES	USE BY TRANSECT ZONE (P = PERMITTED, A = ACCESSORY, SE = SPECIAL EXCEPTION)				
	T2 OPEN SPACE	T3 NEIGHBORHOOD EDGE	T4-G NEIGHBORHOOD GENERAL	T4-R NEIGHBORHOOD RESTRICTED	SPECIAL DISTRICT 1
SINGLE FAMILY DETACHED RESIDENTIAL		P	P	P	P <sup>1</sup>
SINGLE FAMILY ATTACHED TWO AND THREE UNIT RESIDENCES			P	P	
TOWNHOMES WITH MORE THAN 3 ATTACHED UNITS			P	P	
APARTMENTS					
ACCESSORY RESIDENTIAL UNITS		P	P	P	
PUBLIC PARKS, PLAYGROUNDS AND RECREATIONAL FACILITIES AND RELATED STRUCTURES	P	P	P	P	P
SCHOOLS PUBLIC AND PRIVATE					
CHURCHES AND OTHER PLACES OF WORSHIP, PARISH HOUSES					SE
KINDERGARTENS, NURSERIES AND CHILD DAY CARE FACILITIES					SE
MARINAS AND BOAT BASINS OPERATED AS PRIVATE CLUBS					A
BED AND BREAKFAST LODGING FACILITIES					P
GOVERNMENTAL INSTITUTIONS AND CULTURAL FACILITIES					A
MEDICAL AND DENTAL CLINICS, EXCLUDING ANIMAL CLINICS					A
RETAIL ESTABLISHMENTS					A
EATING AND DRINKING ESTABLISHMENTS					A
OFFICE STUDIOS					A
FINANCIAL INSTITUTIONS					P
PRIVATE CLUBS AND LODGES					
PERSONAL SERVICES					
PUBLIC BUILDINGS					
RETAIL STORES AND SHOPS OF A NEIGHBORHOOD CONVENIENCE, SUCH AS CONVENIENCE FOODSTORES, DRY CLEANING AND LAUNDRY FACILITIES, BAKERIES, DRUG AND SUNDRIES, BARBERSHOPS AND BEAUTY SHOPS AND THE LIKE.					
AGRICULTURAL USES INCLUDING URBAN FARM, HORTICULTURAL NURSERIES, FOOD FOREST ORCHARDS, GROVES AND GARDENS	P				P
CEMETARY (EXISTING PRIVATE ONLY)	P				
PRIVATE DOCK		P			P
PUBLIC DOCK	P				P
AGRI-TOURISM (AS DEFINED BY F.S. 570.86)					P

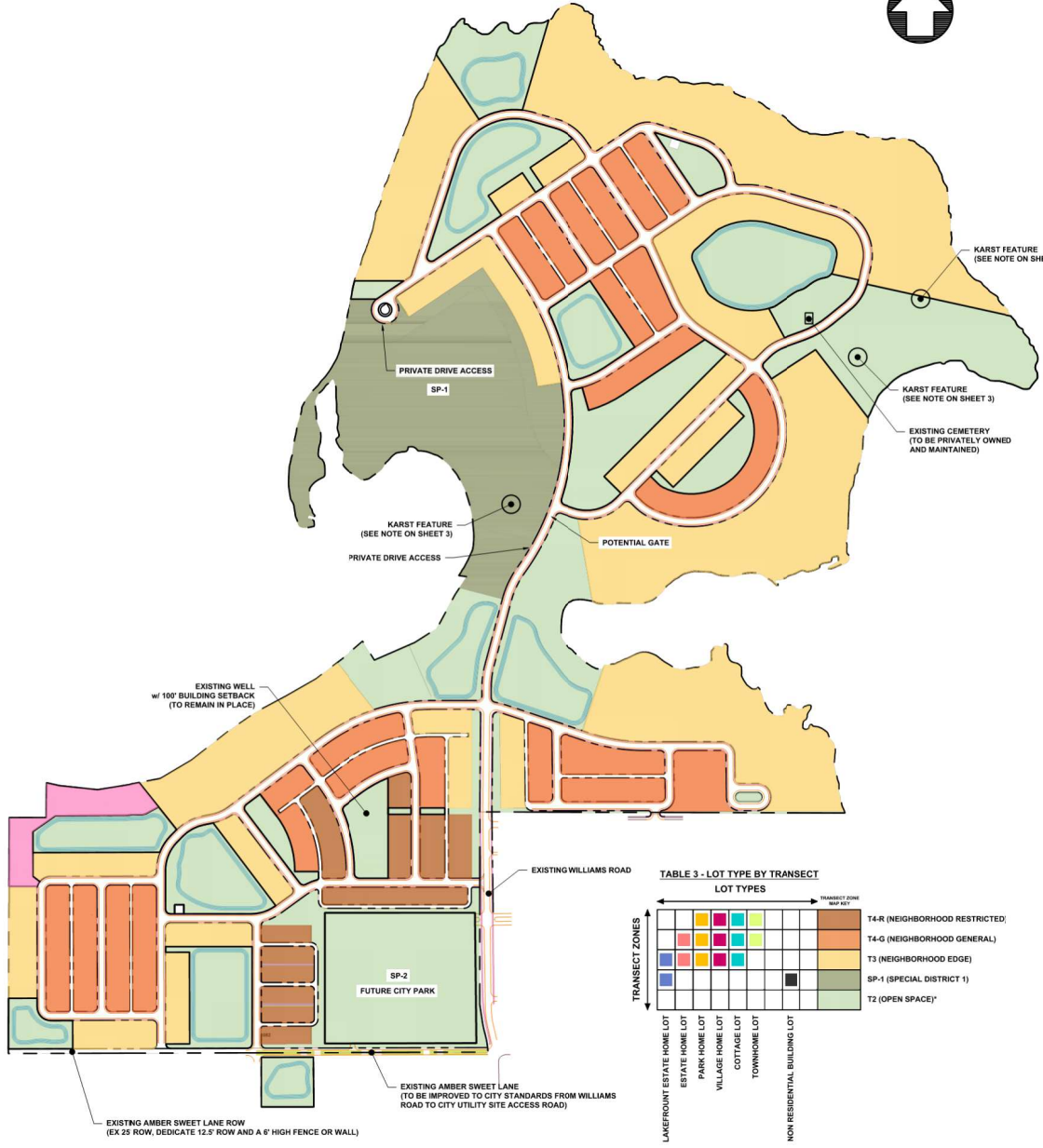
**NOTES:**

- FOR SPECIFIC RESIDENTIAL LOT PRODUCTS PERMITTED IN THE T3, T4-G AND T4-R DISTRICTS REFER TO TABLE 3
- FOR SPECIFIC REQUIREMENTS IN THE SPECIAL DISTRICTS REFER TO THE GENERAL DEVELOPMENT NOTES AND SHEET 10
- RENTAL OR LEASING OF MOTORIZED WATERCRAFT IS PROHIBITED.
- FOR SPECIAL DISTRICT 1, THE AMPLIFICATION OF OUTDOOR MUSIC IS NOT PERMITTED DURING EVENTS. ANY AMPLIFIED MUSIC SHALL BE LIMITED TO INDORS, AND SHALL COMPLY WITH CHAPTER 38, ARTICLE IV OF THE CITY CODE.
- NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE IS PERMITTED IN SPECIAL DISTRICT 1.

**TABLE 3 - LOT TYPE BY TRANSECT**

LOT TYPES

TRANSECT ZONES	TRANSECT ZONE				
	SP-1 (SPECIAL DISTRICT 1)	T2 (OPEN SPACE)	T3 (NEIGHBORHOOD EDGE)	T4-G (NEIGHBORHOOD GENERAL)	T4-R (NEIGHBORHOOD RESTRICTED)
LAKEFRONT ESTATE HOME LOT					
ESTATE HOME LOT					
PARK HOME LOT					
VILLAGE HOME LOT					
COTTAGE LOT					
TOWNHOME LOT					
NON RESIDENTIAL BUILDING LOT					



**RESIDENTIAL DESIGN STANDARDS:**

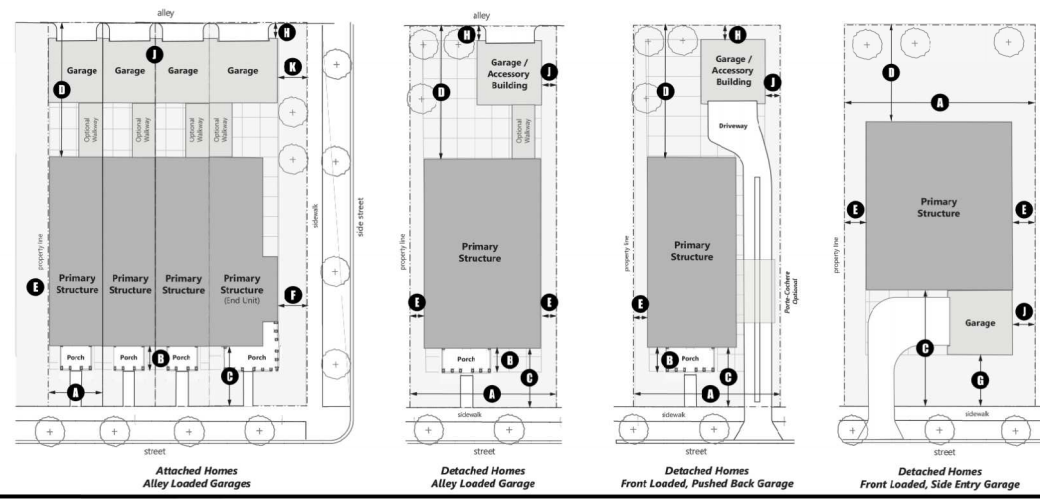
**DESIGN STANDARDS SETBACKS AND NOTES 7,8**

**TABLE 1**

LOT TYPE	SETBACK ENCROACHMENT ZONE					MIN. PRIMARY STRUCTURE SETBACKS		MINIMUM GARAGE SETBACKS						
	A	B	C	D	E	F	G	H	J	K				
	MINIMUM LOT WIDTH OR RANGE FT. <sup>1</sup>	SQUARE FOOT LIVING AREA RANGE SQ.FT.	REQUIRED PARKING SPACES #	PERCENT IMPERVIOUS %	MAXIMUM HEIGHT <sup>4</sup> FT.	FRONT FT. <sup>2</sup>	FRONT FT.	REAR <sup>3</sup> FT.	SIDE <sup>6</sup> FT.	SIDE STREET FT.	FRONT FT.	REAR <sup>11,12</sup> FT.	SIDE <sup>8</sup> FT.	SIDE STREET FT.
TOWN HOME	18-32	1600-3000	2	90%	40	10	20	5/15	NA <sup>13,13</sup>	10	NA	5 or >20	0/0	10
COTTAGE HOME	40-45	1650-2050	2	70%	35	10	20	5/15	5	10	NA	5 or >20	5	10
VILLAGE HOME	45-55	1950-2700	2	70%	35	10	20	5/15	5	10	NA	5 or >20	5	10
PARK HOME	55-65	2600-3300	2	70%	40	10	20	5/15	5	10	NA	5 or >20	5	10
ESTATE HOME	65-85	3200+	2	65%	40	10	20	5/15	7.5	10	20 (SIDE FACING ONLY)	5 or >20	5	10
LAKEFRONT ESTATE HOME	90+	3700+	2	65%	40	10	20	50	10	10	20 (SIDE FACING ONLY)	50	10	10

- THE MAXIMUM BUILDING HEIGHT, AS SEEN FROM THE PRIMARY FRONT STREET, SHALL BE MEASURED FROM THE AVERAGE OF THE EXISTING GRADE AT THE FOUR CORNERS OF THE BUILDING.
- 5'/15' DENOTES MINIMUM 5' REAR SETBACK FOR PRIMARY STRUCTURE IF ALLEY LOADED AND 15' IF STREET LOADED.
- ALLEY LOADED GARAGE NOTATIONS 5' OR > 20' REQUIRE THE GARAGE TO BE SETBACK 5' FROM THE REAR LOT LINE OR MORE THAN 20', BUT NOT BETWEEN 5' AND 20'. CORNER LOTS SHALL BE 5' NOT 20'.
- MAXIMUM BUILDING HEIGHT FOR SINGLE STORY GARAGES IS 25' TO PEAK OF ROOF; IN NO CASE SHALL THE HEIGHT OF GARAGE EXCEED HEIGHT OF PRIMARY STRUCTURE.
- GARAGE SETBACK FROM THE JOHNS LAKE UVPUD PERIMETER IS A MINIMUM OF 10'.
- PRIMARY STRUCTURE SIDE SETBACK SHALL BE 0' IF THE ADJACENT LOT IS A TOWNHOME LOT; NEIGHBORING UNITS SHALL BE DESIGNED TO ALLOW ZERO LOT LINE CONSTRUCTION. PRIMARY STRUCTURE AND/OR GARAGE SIDE SETBACKS MAY BE A MINIMUM OF 5', SO LONG AS THE MINIMUM BUILDING SEPARATION DISTANCE IS ACHIEVED ON THE ADJACENT LOT.
- MAXIMUM ALLOWABLE PERCENT IMPERVIOUS AREA STANDARDS WILL BE REQUIRED TO CONFORM TO SRWMD PERMIT REQUIREMENTS. THIS CONDITION WILL BE CONFIRMED BY THE APPLICANT WITH THE SUBMISSION OF THE PRELIMINARY PLAT.
- TO MAINTAIN CONSISTENCY THROUGHOUT THE JOHNS LAKE UVPUD, ANY STRUCTURE OR HARD EDGE OF A REAR YARD POOL MUST MAINTAIN A MINIMUM SETBACK OF 5' FROM THE PROPERTY LINE.
- ON LOTS 65' AND GREATER A PORTE-COCHERE/CARPORT, ATTACHED TO THE PRIMARY STRUCTURE, OVER A DRIVEWAY ACCESSING THE FRONT-LOADED GARAGE AT THE REAR OF A LOT IS PERMITTED TO ENCRACH (THREE (3) FEET INTO THE SIDE YARD SETBACKS SO LONG AS THE MINIMUM BUILDING SEPARATION DISTANCE IS ACHIEVED ON THE ADJACENT LOT AS LONG AS IT DOESN'T ENCRACH INTO AN EASEMENT.
- WHERE A UTILITY EASEMENT IS REQUIRED IN THE ALLEY, GARAGES MAY BE SETBACK AT 10'.
- ALL SINGLE FAMILY LOTS TO MAINTAIN A MINIMUM LOT DEPTH OF 120' WHEN LOT WIDTH IS GREATER THAN 45'.
- THE MAXIMUM LENGTH OF A STRUCTURE IN THE URBAN VILLAGE PLANNED UNIT DEVELOPMENT IS 200 FEET. UNITS CONSTRUCTED UNDER THE ZERO LOT LINE CONCEPT WITH COMMON WALLS SHALL BE CONSIDERED AS ONE STRUCTURE AND SHALL NOT EXCEED 200 FEET. THIS DOES NOT APPLY TO SPECIAL DISTRICTS.
- FOR TOWNHOUSES, UNPLATTED RESIDENTIAL DEVELOPMENT, COMMERCIAL DEVELOPMENT, AND ALL DEVELOPMENT OTHER THAN SINGLE-FAMILY PLATTED LOTS, THE DISTANCE BETWEEN STRUCTURES SHALL BE AS FOLLOWS
  - BETWEEN STRUCTURES OF 20 FEET IN HEIGHT OR LESS: 15 FEET
  - BETWEEN STRUCTURES OF 20 FEET AND 30 FEET IN HEIGHT: 20 FEET
  - BETWEEN STRUCTURES OF 30 FEET AND 40 FEET IN HEIGHT: 25 FEET
- FRONT PORCHES, STOOPS, AND SECOND FLOOR BALCONIES MAY ENCRACH UP TO 10' INTO THE FRONT SETBACK WHEN THEY MEET THE MINIMUM DIMENSIONS REQUIRED.

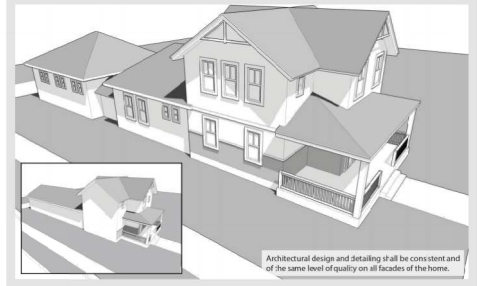
**Residential Lot Setbacks & Garage Placement Design Standards Diagrams TABLE 2**



**General Guidelines**

The General Guidelines listed below shall be applied to all homes within the Johns Lake UVPUD irrespective of architectural style. These standards are intended to provide a foundation for the establishment of a complete community of streetscapes and buildings based on proven American town building principles. In general, architectural design shall reinforce the community's character through proper building placement, massing, exterior materials, and architectural detailing.

- Architectural design and detailing shall be consistent and of the same level of quality on all facades of the home.
- Accessory buildings and structures shall be architecturally consistent with and of the same level of quality as the primary building.
- Front facades shall include a visible primary entrance oriented toward the primary street or adjacent common space and shall incorporate a pedestrian walkway to the public sidewalk. For homes with side-entry garages, the driveway may be used as the pedestrian walkway.
- Three-vehicle wide garage massings, where permitted, shall not face the primary street, and shall be broken down so that the third bay is setback a minimum of 2' and reduced in scale from the overall garage massing.
- No individual wall plane on front facades may exceed 45' of uninterrupted width.
- Side facades shall be articulated to avoid long, uninterrupted building masses and shall provide windows or other architectural features to avoid blank walls.
- Windows shall be consistent with the architectural style of the home and shall be ordered and distributed on all facades.
- Colors, window trim, materials, and other architectural features shall be consistent with the architectural style of the home and shall be applied equally on all facades.
- Trim bands shall be consistent with the architectural style of the home and shall be aligned with architecturally significant locations.
- Changes in colors or materials shall occur at inside corners or at architecturally significant locations.
- The interior finished floor elevation shall be a minimum of 18" above the immediately adjacent grade at the primary entrance of the home.
- A minimum of 50% of lots shall incorporate a porch that is a minimum of 8'-0" wide and 10'-0" deep measured from the exterior face of the building to the exterior face of the column.
- Stoops, where appropriate to the architectural style of the home, shall be minimum 6'-0" wide and 5'-0" deep measured from the exterior face of the building to the exterior face of the column.
- Shutters shall be consistent with the architectural style of the home and shall be sized and shaped to appear to completely cover the window when in a closed position. Hardware shall be included for shutters to be operable or appear to be operable.
- Architectural Variety and Repetition
  - Elevations and/or colors are allowed to repeat when there are a minimum of two (2) lots of separation on the same side of the street.
  - Identical elevations and/or colors shall not be repeated on the lot across the street, nor on the (1) lot on either side of the lot across the street.



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SEC 8 & 31 TWP 22 & 231 (RGE 27)

WILLIAMS ROAD

WINTER GARDEN

ORANGE COUNTY, FLORIDA

JOHNS LAKE

MCKINNON GROVES, LLP

UVPUD, BEZONING

PRELIMINARY DEVELOPMENT PLAN

SETBACKS

APRIL 25, 2025

04-25-2025 - REVISION 1

06-29-2025 - REVISION 2

10-15-2025 - REVISION 3

03-24-2026 - REVISION 4

04-24-2026 - REVISION 5

REVISIONS

DRAWN BY: MCM

CHECKED BY: KL

PROJECT MANAGER: KL

JOB #: 24001120

FILE CODE: ----

SHEET NO. 5

**LOT TYPE IMAGERY**



Townhome



Townhome



Cottage Home



Cottage Home



Park Home



Park Home



Estate Home



Estate Home



Village Home



Village Home



Lakefront Estate Home



Lakefront Estate Home

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APRIL 25, 2025  
04-25-2025 - REVISION 1  
05-03-2025 - REVISION 2  
05-14-2025 - REVISION 3  
05-20-2025 - REVISION 4  
06-24-2025 - REVISION 5

REVISIONS

DRAWN BY: MGM  
CHECKED BY: RL  
PROJECT MANAGER: RL  
REV. # 0405100  
REV. CODE ---  
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## ARCHITECTURAL STYLE GUIDELINES

The Architecture within the Johns Lake UVPUD is intended to create a complete, integrated community of streetscapes and homes that is based upon time-tested, regional design context and fundamental principles such as scale, massing, materials, and details. While each home shall stand on its own design merit, it is intended that each home shall also contribute to the desired overall community character. The following Architectural Styles and their interpretations shall serve as a basis for the design character of the community.



### SPANISH COLONIAL / MEDITERRANEAN COLONIAL REVIVAL

- Massings may be symmetrical or asymmetrical with vertically proportioned rectangular forms.
- Porches and loggias are typical and can be additive to or integrated within the main massing.
- Roofs are shallow, ranging in pitch from 4:12 to 5:12, and clad with barrel tiles in natural tones. Gables, when used, do not exceed 16'-0" in width. Wider volumes utilize hip roofs.
- Windows and doors are deeply recessed. Windows are typically 3-pane or 6-pane casements.



### CRAFTSMAN

- Simple massing with clearly defined main body and secondary wings.
- Well detailed porches and porticos are common. Porches are typically full width of the façade and may be one or two stories.
- Roof forms are simple gables and hips, and pitched from 6:12 to 10:12.
- Windows are typically double hung with 6-over-6, 8-over-8, or 6-over-1 muntin patterns.



### FLORIDA VERNACULAR

- Symmetrical or balanced asymmetrical massings with wide proportions and clearly defined main body and secondary wings.
- Porches are required and may be additive or subtractive from the main body.
- Roofs are shallow, ranging in pitch from 4:12 to 5:12, with deep, open overhangs.
- Windows are typically double hung with vertical muntins in a 3-over-1 or 4-over-1 pattern. Nine-lite "prairie" patterns are also common.



### FRENCH COUNTRY

- Simple, vertically proportioned volumes. "L" shaped compositions feature a front-facing gable projecting from the main body and an add-on porch filling in the "L".
- Porches are typically wide and deep, and detailed to the same level as the main body of the home.
- Roof forms are simple gables and hips, pitched from 6:12 to 10:12, with deep, open overhangs.
- Windows are typically double hung with 2-over-2, 2-over-1, or 1-over-1 muntin patterns.



### COASTAL



### DUTCH WEST INDIES

- House and porch are typically elevated well above grade.
- Porches are typically full width of the front façade and often wrap corners.
- Main body roofs are typically hipped, and steeply pitched from 8:12 to 10:12.
- Windows are typically double hung with 6-over-6 or 4-over-4 muntin patterns.



### CLASSICAL

- Simple massing, symmetrical or asymmetrical facades, and heavily detailed add-on elements.
- Porches are not required but if utilized, shall consist of wood beams supported by wood or stucco columns.
- Roofs are hipped or gabled, and moderately pitched from 6:12 to 8:12. Gable roof forms typically terminate at the rear of a sculpted parapet wall.
- Windows are typically double hung with 6-over-6 or 9-over-9 muntin patterns.



### EUROPEAN FARMHOUSE

- Simple massing, symmetrical facades, and heavily detailed entries and eaves.
- Porches are typically add-on elements to the main body of the home.
- Roofs are gabled and moderately pitched from 6:12 to 8:12.
- Windows are typically double hung with 6-over-6 or 9-over-9 muntin patterns.



### REVISIONS

- Asymmetrical massing with vertically proportioned rectangular forms.
- Exterior materials are typically brick, stone, or half-timbering with brick or stone infill. If utilized, siding is typically reserved for secondary add-on massings.
- Roofs are steeply pitched from 10:12 to 12:12 or greater and consist of one or more prominent cross gables.
- Windows are typically 4-pane casements, 6-over-6 double hung, or diamond-pane fixed.



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APRIL 25, 2025

- 04-25-2025 - REVISION 1
- 05-02-2025 - REVISION 2
- 05-14-2025 - REVISION 3
- 05-20-2025 - REVISION 4
- 06-24-2025 - REVISION 5

REVISIONS

DRAWN BY: MGM  
CHECKED BY: RL  
PROJECT MANAGER: RL  
REV. NO.: 000100  
REV. CODE: ---  
SHEET NO.: 8

FOR REVISIONS CONTACT: GUSTAF



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- 04-20-2025 - REVISION 1
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- 07-20-2025 - REVISION 3
- 09-20-2025 - REVISION 4
- 08-24-2025 - REVISION 5

REVISIONS

DRAWN BY: MGM  
 CHECKED BY: RL  
 PROJECT MANAGER: RL  
 PLOT NO: 2025-000  
 REG CODE: ---  
 SHEET NO: 9

FOR REVISIONS CONTACT: GUSTAVO

# OPEN SPACE



## LEGEND

- COMMON OPEN SPACE
- ACTIVE RECREATION
- SPECIAL DISTRICT 1
- SPECIAL DISTRICT 2 / FUTURE CITY PARK

Open Space Tracts	Description	Tract Area (ac.)	Active Recreation (ac.)	Common Open Space (ac.)	SW/DRA Storm Water Dry Retention Component (ac.)
AR-1	Community Amenity Tract	2.62	2.62		
AR-2	Neighborhood Park Tract	2.36	2.36		
AR-3	NEW Park Tract	1.19	1.19		
AR-4	NEW Park Tract	0.75	0.75		
AR-5	Neighborhood Park Tract	6.76	6.76		
AR-6	Neighborhood Park Tract	1.38	1.38		
AR-7	Sunset Pier Park Tract	0.47	0.47		
OS-1	Open Space & DRA Tract	1.82		0.85	0.97
OS-2	Open Space & DRA Tract	1.69		0.68	1.01
OS-3	Open Space & DRA Tract	4.49		0.85	3.64
OS-4	Open Space & DRA Tract	4.64		1.26	3.38
OS-5	Open Space & DRA Tract	3.43		0.53	2.90
OS-6	Open Space Tract	2.90		2.90	
OS-7	Open Space Tract	0.07		0.07	
OS-8	Open Space Tract	0.07		0.07	
OS-9	Open Space Tract	0.10		0.10	
OS-10	Open Space Tract	0.11		0.11	
OS-11	Open Space Tract	1.35		1.35	
OS-12	Open Space Tract	0.77		0.77	
OS-13	Open Space Tract	0.30		0.30	
OS-14	Open Space Tract	0.47		0.47	
OS-15	Open Space & DRA Tract	9.62		5.68	3.94
OS-16	Open Space & DRA Tract	4.49		2.08	2.41
OS-17	Open Space Tract	2.35		2.35	
OS-18	Open Space Tract	11.56		11.56	
OS-19	Open Space & DRA Tract	8.41		2.01	6.40
OS-20	Open Space & DRA Tract	3.35		1.09	2.26
OS-21	Open Space & DRA Tract	5.84		2.53	3.31
OS-22	Open Space & DRA Tract	4.85		2.95	1.90
OS-23	Open Space Tract	0.26		0.26	
OS-24	Future City Park (Special District 2)	13.65	1.33	12.32	
PR-1	Private Tract (OS Contingency)	3.36			
<b>Totals</b>		<b>105.48</b>	<b>16.86</b>	<b>53.14</b>	<b>32.12</b>
<b>Total Open Space</b>				<b>85.26</b>	
<b>Percent of Net Developable Area</b>		<b>31.28%</b>	<b>5.00%</b>	<b>15.76%</b>	<b>9.52%</b>

AGMCI  
ISACCS STRATEGY SOLUTIONS, LLC  
DIX-HITE  
LRK  
M  
MCKINTOSH ASSOCIATES  
an LA company  
1950 SHAWT PARK DRIVE, SUITE 600 ORLANDO, FL 32810 407.644.6068

SEC 6 & 31 / TWP 22 & 23 / RGE 27  
WILLIAMS ROAD  
WINTER GARDEN  
ORANGE COUNTY, FLORIDA

JOHNS LAKE  
MCKINNON GROVES LLP  
ULPID REZONING  
PRELIMINARY DEVELOPMENT PLAN

APRIL 25, 2025  
04-23-2025 - REVISION 1  
08-29-2025 - REVISION 2  
11-26-2025 - REVISION 3  
03-26-2026 - REVISION 4  
04-24-2026 - REVISION 5

REVISIONS  
DRAWN BY: MCM  
CHECKED BY: KL  
PROJECT MANAGER: RL  
JOB #: 2401120  
FILE CODE: ---  
SHEET NO.: 10



# SPECIAL DISTRICT I AND COMMUNITY AMENITY

## SPECIAL DISTRICT I DESIGN STANDARDS

- The minimum building setback for the normal high water line shall be thirty (30) feet.
- The maximum FAR shall not exceed 0.3.
- Maximum building height is fifty (50) feet, not to exceed three (3) stories, and must reflect a residential architectural character consistent with a traditional bed and breakfast operation.
- Flat roofs are not permitted on any structure in Special District I. Pitched roofs appropriate to the architectural style of the building are required.
- Buildings shall be separated by a minimum of ten (10) feet, but in no case shall they be separated by less than is required by local building regulations.
- The bed and breakfast venue, together with any associated cottages, shall not collectively contain more than forty (40) keys/rooms for overnight guests. A minimum of six (6) cottages/bungalows will be included in the development of Special District I.
- Parking requirements for Special District I shall be as set forth in Section 118-1286 of the City Code, unless alternative parking standards are approved pursuant to Section 118-70 of the City Code.
- Overnight accommodations within the bed and breakfast and/or cottages, as well as dining within the restaurant/eating drinking establishment and/or other food service elements of Special District I, shall both be by reservation/appointment only (though reservations/appointments for both may be open to the general public.)
- A commercial marina is prohibited, and there shall be neither leasing of boat slips nor commercial storage of watercraft; provided, however, the docking of boats and other motorized or non-motorized watercraft, by residents of the community, non-residents, and/or others, at any docks hereafter permitted and constructed in Special District I, is expressly permitted and allowed during those periods of time when such persons are visiting and/or utilizing the bed and breakfast, cottages, restaurants, other food service elements, and/or other facilities and/or amenities of, or otherwise attending and/or participating in events at, Special District I.
- Rental or leasing of motorized watercraft is prohibited.
- For Special District I, the amplification of outdoor music is not permitted during events. Any amplified music shall be limited to indoors, and shall comply with Chapter 38, Article IV of the City Code.

## LEGEND

- 1 B&B / RESTAURANT
- 2 EVENT BARN
- 3 KITCHEN / SERVICE
- 4 PARKING
- 5 B&B GREEN / FIRE PITS
- 6 EVENT LAWN
- 7 WEDDING CHAPEL
- 8 CART PATH / FIRE LANE
- 9 DUPLEX BUNGALOW
- 10 SINGLE BUNGALOW
- 11 WALKING TRAIL
- 12 BOARDWALK
- 13 OBSERVATION DOCK
- 14 MAIN ENTRANCE

## SPECIAL DISTRICT I



## LEGEND

- 1 CLUBHOUSE
- 2 POOL
- 3 SPORTS COURT
- 4 COVERED SEATING

## COMMUNITY AMENITY



AGMCI  
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LRK  
MCINTOSH ASSOCIATES  
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1950 SHAWT PARK DRIVE, SUITE 600  
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407.644.6068

SEC 8 & 31 | TWP 22 & 23 | RGE 27  
WILLIAMS ROAD  
WINTER GARDEN  
ORANGE COUNTY, FLORIDA

JOHNS LAKE  
MCKINNON GROVES, LLP  
LUPFLUD REZONING  
PRELIMINARY DEVELOPMENT PLAN

DATE: APRIL 25, 2025  
04-25-2025 - REVISION 1  
06-02-2025 - REVISION 2  
12-10-2025 - REVISION 3  
03-20-2026 - REVISION 4  
06-24-2026 - REVISION 5  
REVISIONS  
DRAWN BY: MGM  
CHECKED BY: RL  
PROJECT MANAGER: RL  
REV. NO.: 000100  
REV. CODE: ---  
SHEET NO.: 12

# STREET NETWORK PLAN



- LEGEND**
- MINOR STREET
  - MINOR STREET:  
WILLIAMS ROAD CONDITION
  - ALLEY

AGMCI  
ISAC'S STRATEGY SOLUTIONS, LLC  
DIX-HITE  
LRK  
MCINTOSH ASSOCIATES  
an LMA company  
1950 SUMMIT PARK DRIVE, SUITE 600  
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407.644.4068

SEC 8 & 31   TWP 22 & 23   RGE 27
WILLIAMS ROAD
WINTER GARDEN
ORANGE COUNTY, FLORIDA

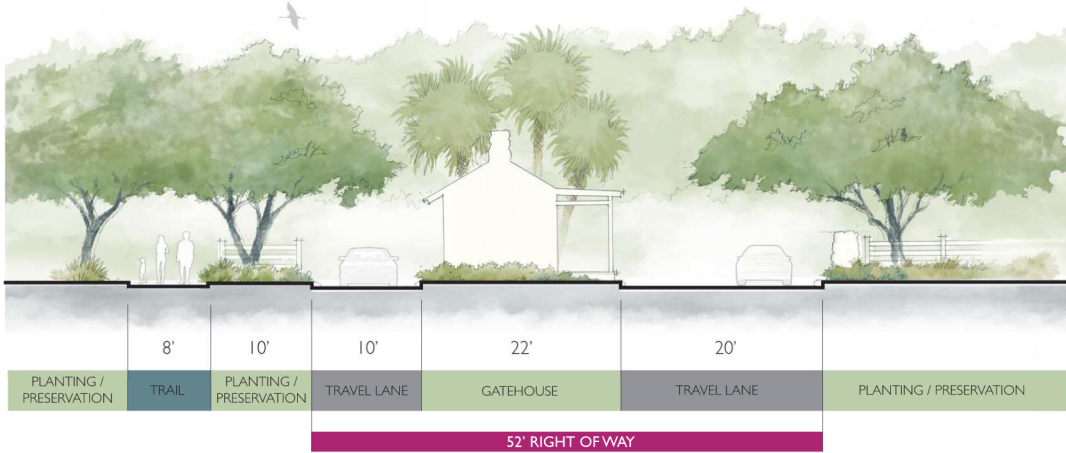
**JOHNS LAKE**  
MCKINNON GROVES LLLP  
UPZON REZONING  
PRELIMINARY DEVELOPMENT PLAN

DATE	APRIL 25, 2025
04-25-2025 - REVISION 1	
08-29-2025 - REVISION 2	
12-16-2025 - REVISION 3	
03-26-2026 - REVISION 4	
04-24-2026 - REVISION 5	

REVISIONS

DRAWN BY: MGM
CHECKED BY: KL
PROJECT MANAGER: KL
DATE: 2/26/25
FILE CODE: ---
SHEET NO. 13

# ENTRY STREETSCAPE



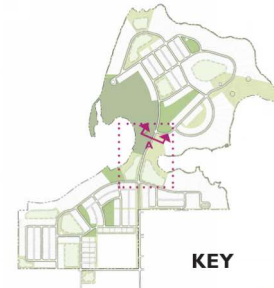
## SECTION A | WILLIAMS ROAD GATEHOUSE

NOTE: Intent is to preserve existing trees and vegetation.



## ELEVATION | GATE SIGN

SCALE: 1/2" = 1'-0"



KEY



## ENLARGEMENT | WILLIAMS ROAD ENTRY

NOTE: Gate and gate house option is permitted but not required. If selected for development, the gate and gate house details and final location shall be included on the Preliminary Plat.



AGMCI  
 ISAACS STRATEGY SOLUTIONS, LLC  
 DIX-HITE  
 LRK  
 MCINTOSH ASSOCIATES  
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SEC 8 & 31 | TWP 22 & 23 | RGE 27

WILLIAMS ROAD  
 WINTER GARDEN  
 ORANGE COUNTY, FLORIDA

JOHNS LAKE  
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 LUPFLD REZONING  
 PRELIMINARY DEVELOPMENT PLAN

APRIL 25, 2025

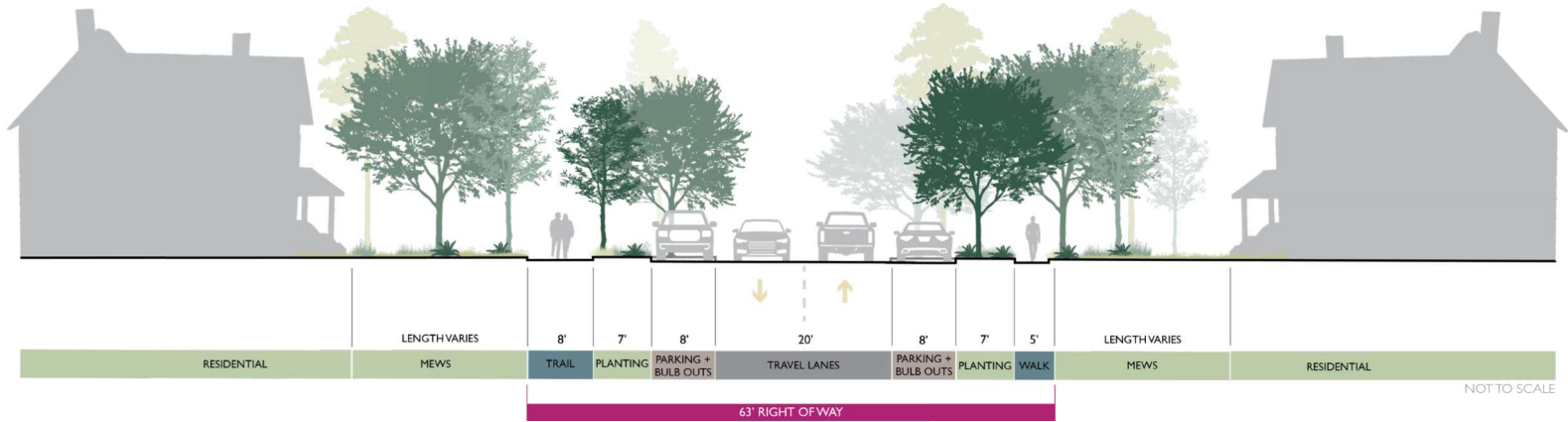
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 06-02-2025 - REVISION 2  
 07-10-2025 - REVISION 3  
 09-20-2025 - REVISION 4  
 04-24-2026 - REVISION 5

REVISIONS

DRAWN BY: MGM  
 CHECKED BY: RL  
 PROJECT MANAGER: RL  
 PLOT NO: 20251300  
 REV CODE: ---  
 SHEET NO: 14

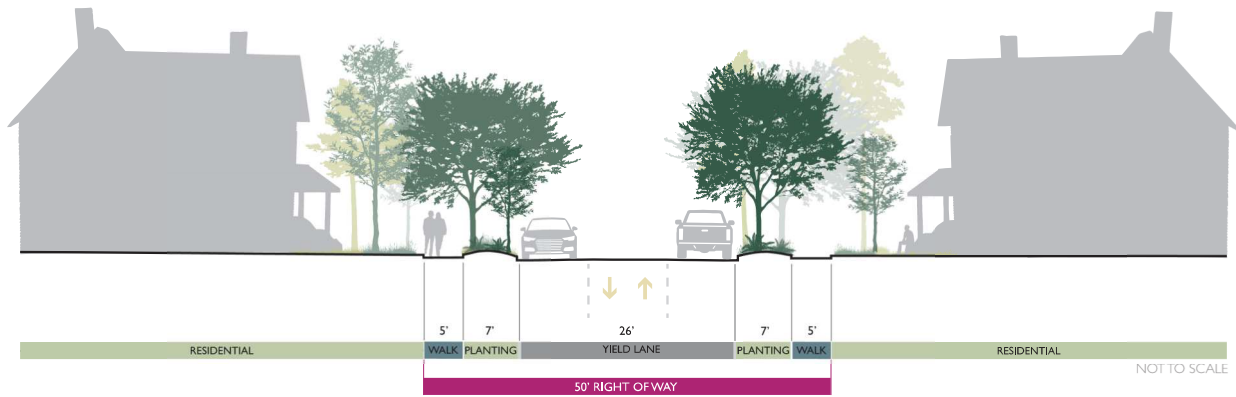
FOR BIDDING CONTRACT ONLY - GUTLINE

# STREETS

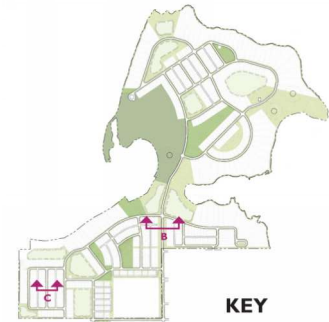


## SECTION B | MINOR STREET WITH DESIGNATED ON STREET PARKING AND PRIMARY TRAIL

**NOTE:** Special condition occurs along Williams Road only between Salty Dog Road north to the first four-way intersection.



## SECTION C | MINOR STREET WITH PEDESTRIAN WALK, TYPICAL



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 WILLIAMS ROAD  
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 ORANGE COUNTY, FLORIDA

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 PRELIMINARY DEVELOPMENT PLAN

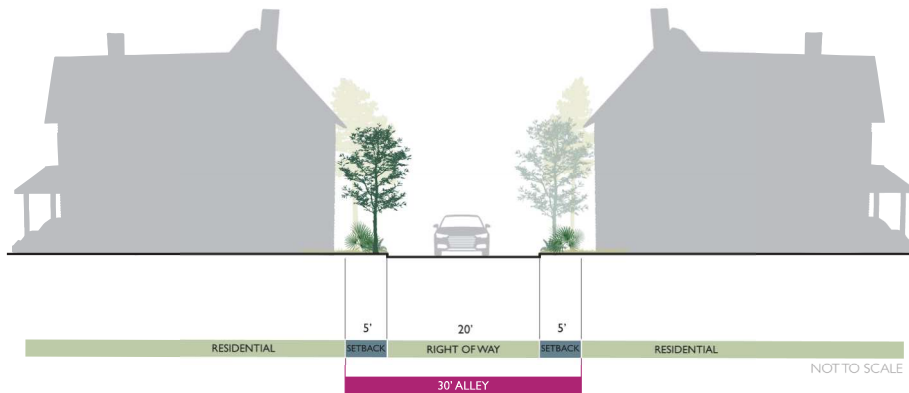
APRIL 25, 2025  
 04-25-2025 - REVISION 1  
 06-02-2025 - REVISION 2  
 07-14-2025 - REVISION 3  
 07-20-2025 - REVISION 4  
 08-28-2025 - REVISION 5

REVISIONS

DRAWN BY: MGM  
 CHECKED BY: RL  
 PROJECT MANAGER: RL  
 DATE: 04/25/25  
 REV CODE: ---  
 SHEET NO: 15

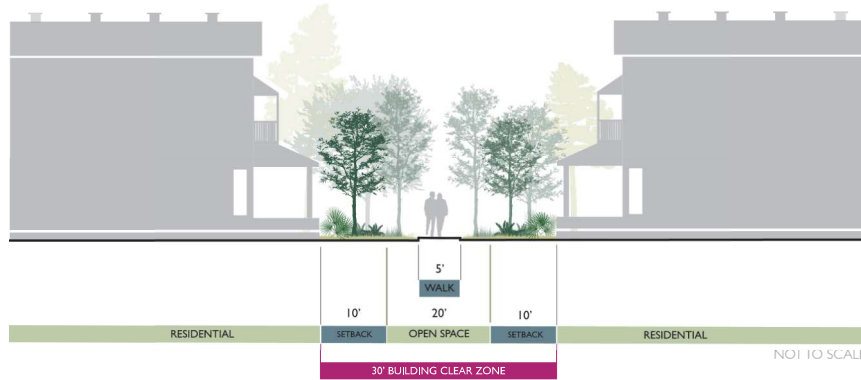
FOR BIDDING CONSTRUCTION

# STREETS



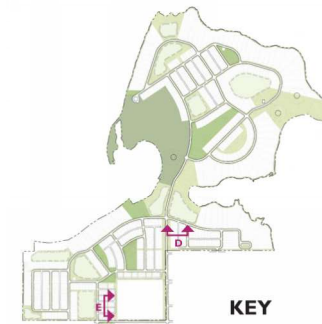
## SECTION D | ALLEY

**NOTE:** Garage setback is either 5' or +20'. Corner lots 5' setback only.



## SECTION E | TOWNHOME MEWS

**NOTE:** Sidewalks may meander through mews.



AGMCI  
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SEC. 8 & 31 | TWP. 22 & 23 | RGE. 27  
 WILLIAMS ROAD  
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 ORANGE COUNTY, FLORIDA

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APRIL 25, 2025

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- 07-20-2025 - REVISION 4
- 08-24-2025 - REVISION 5

REVISIONS

DRAWN BY: MGM  
 CHECKED BY: RL  
 PROJECT MANAGER: RL  
 DATE: 04/25/25  
 REV CODE: ---  
 SHEET NO. 16

FOR BIDDING CONSTRUCTION ONLY - GUT FILE

# STREET TREES

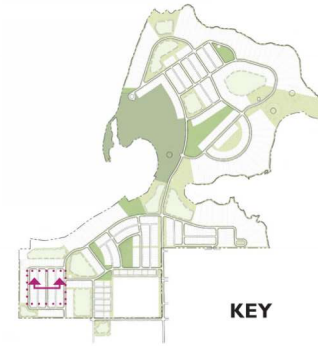


## PLAN

NOTE: Trees to vary to provide species diversity.

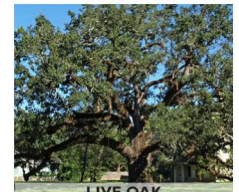


## TYPICAL MINOR STREET STREETScape



KEY

## STREET TREES



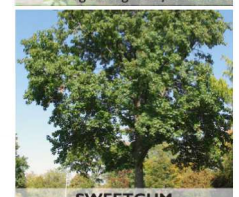
LIVE OAK  
*Quercus virginiana*



RED MAPLE  
*Acer rubrum*



SOUTHERN MAGNOLIA  
*Magnolia grandiflora*



SWEETGUM  
*Liquidambar styraciflua*



SHUMARD OAK  
*Quercus shumardii*

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SEC. 8 & 31 | TWP. 22 & 23 | RGE. 27  
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06-24-2025	REVISION 5
REVISIONS	

DRAWN BY	MGM
CHECKED BY	RL
PROJECT MANAGER	RL
DATE PLOTTED	05/01/2025
FILE CODE	---
SHEET NO.	17

FOR BIDDING CONTRACT ONLY - GDT FILE



## **Business Impact Estimate**

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

Proposed ordinance's title/reference: Ordinance 26-12 Williams Road 1756, 1401 & 1400 and 17729 Marsh Road (Johns Lake UVPUD) Rezoning

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

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

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

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Rezone the subject properties located at 1756, 1401 & 1400 Williams Road and 17729 Marsh Road from NZ (No Zoning) to UVPUD (Urban Village Planned Unit Development)

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

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

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

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

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

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

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

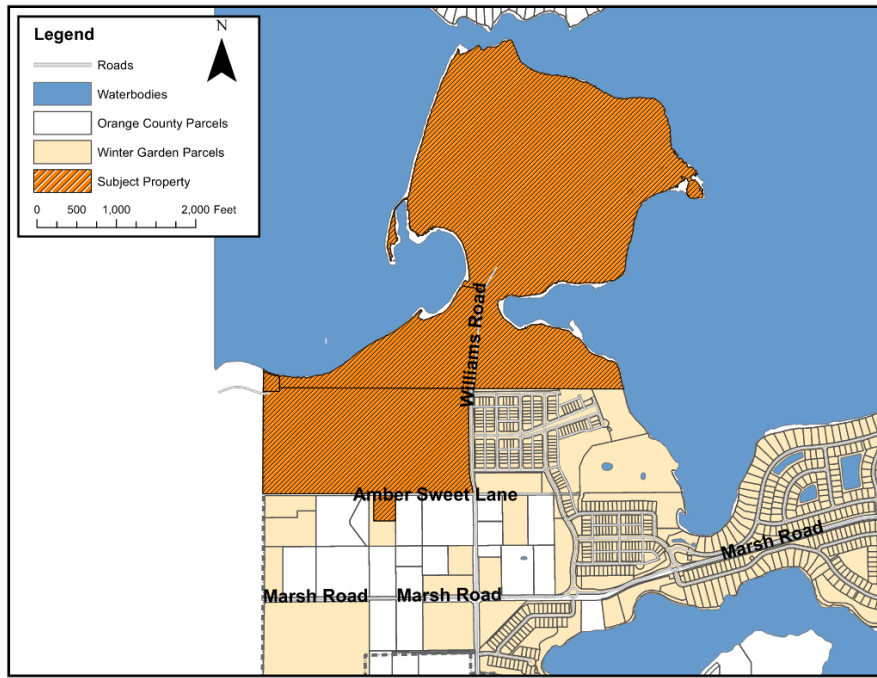
# STAFF REPORT

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** SHANE FRIEDMAN, PLANNING SUPERVISOR  
**DATE:** MAY 4, 2026  
**SUBJECT:** REZONING – JOHNS LAKE URBAN VILLAGE PLANNED UNIT DEVELOPMENT (UVPUD)  
**ORD 26-12**  
**1756, 1401 and 1400 Williams Road and 17729 Marsh Road (337.25+/- ACRES)**  
**Parcel ID #** 31-22-27-0000-00-001; 31-22-27-0000-00-002; 06-23-27-0000-00-001; and 06-23-27-4288-08-242

**APPLICANT:** McKinnon Groves LLLP and McKinnon Corp.

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Land Development Regulations, Comprehensive Plan, and Future Land Use Map. The subject property, located west of Avalon Road, north of Marsh Road, and south of Johns Lake, at 1756, 1401 and 1400 Williams Road and 17729 Marsh Road, is approximately 337.25 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 337.25± acres of land. The subject properties are located within the City of Winter Garden municipal limits, and carries the zoning designation NZ, which means that the property has not yet been zoned since it was annexed into the City of Winter Garden in 2007 (Ord. 07-34). The subject properties are designated Urban Village on the Future Land Use Map of the Comprehensive Plan.

### **EXISTING USE**

The properties are undeveloped with citrus and timberland agricultural uses. The property located at 1401 Williams has a family cemetery and accessory building.

### **ADJACENT LAND USE AND ZONING**

To the north of the subject property is Johns Lake. Across Johns Lake to the north there is a residential subdivision, Deer Island, located in un-incorporated Orange County and zoned P-D Deer Island. To the south and southeast of the subject property is the Waterside on Johns Lake Phase 1 and Phase 2 subdivision consisting of 445 lots. These properties are zoned UVPUD and are developed with single-family homes.

The properties immediately to the south of the subject properties are a mixture of City and County properties, developed with single-family homes as well as agricultural buildings, and carry zoning designations of City NZ (No Zoning) and County A-1 (Citrus Rural). The properties to the west of the subject properties are located in un-incorporated Lake County, are developed with single-family homes, and carry zoning designations of R-2 (Estate Residential) and A (Agricultural District)

The surrounding Winter Garden and unincorporated Orange County properties are all located within the JPA expansion area as adopted by the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Many of the surrounding properties (a total of 596 acres) were annexed into the City of Winter Garden by Ordinance 07-34. At the time the properties were annexed into the City they were not assigned zoning or future land use designation in the City of Winter Garden. Subsequently, as part of the EAR-based amendments to the City's Comprehensive Plan, which were adopted in 2010, many surrounding properties (a total of 642.73 acres) were assigned a future land use designation of Urban Village on the Future Land Use Map of the City's Comprehensive Plan.

### **PROPOSED USE**

The applicant proposes to develop the 337.25 ± acre site into an Urban Village Planned Unit Development (UVPUD). The UVPUD will consist of 613 dwelling units (Single-family and Townhomes), neighborhood parks, and two Special Districts. These uses are broken down into transect zones. The transect zones will allow flexibility to move around lots, alleys, and parks in order to retain any desirable natural features (i.e. mature oaks, etc.).

The Special District 1 will be privately owned. The allowed uses in the Special District 1 will consist of parks, a bed & breakfast (40 room/cottage max.), event space, agricultural uses, and accessory retail/service uses in support of the primary use. The Special District 2 will be dedicated to the City as a future park.

### **COMMUNITY MEETING**

On January 14, 2026, a community meeting was held in the cafeteria of SunRidge Middle School. The City mailed notices to residents surrounding this corridor which included Waterside

on Johns Lake, Twinwaters, Hickory Hammock, Avalon Reserve, and Sanctuary at Twin Waters. Although there were concerns about Johns Lake and the school site, the majority of the concerns from the residents were about traffic on Marsh Road and the intersection of Marsh Road and Avalon Road. There were specific concerns about the proposed Elementary School site in Special District 2 parcel. The developer subsequently agreed to dedicate this site to the city as a park to address these concerns. This parcel will now be shown on the development plan as SP-2 (Future City Park) comprising 13.65 acres.

### **APPROVAL CRITERIA**

In accordance with the City's Comprehensive Plan and Land Development Regulations, a proposed planned unit development and its associated preliminary development plan may be approved only after competent, substantial evidence has been presented which allows the following determinations to be made: (staff conclusions/findings are underlined).

- (1) The proposed PUD is consistent with the land development regulations, comprehensive plan and the future land use map;

The proposed UVPUD is consistent with the land development regulations, comprehensive plan, and the future land use map. See other portions of this report concerning consistency with the land development regulations.

- (2) The proposed PUD will not substantially devalue or prevent reasonable use and enjoyment of the adjacent properties;

The proposed UVPUD project will not limit or interfere with neighboring property owners' ability to use, enjoy, or develop their properties in accordance with the City's land development regulations and Comprehensive Plan goals, objectives, and policies. In addition, consistent with these regulations and policies, the proposed UVPUD will incorporate appropriate buffering along adjacent properties and rights-of-way through landscaping designed to provide visual screening and/or the installation of perimeter walls or fencing.

- (3) Adequate public infrastructure facilities and water and sewer service to support the development of the proposed PUD are available or an agreement or binding conditions have been established that will provide these facilities, improvements and services in a reasonable time frame;

The City's utility system within the Urban Village Area currently provides sufficient potable water and reclaimed water flow and pressure to support development of the subject property. Although the property is not presently connected to the City of Winter Garden water or sewer system, access to water, sewer, and reclaimed water services will be required for any future development. Upon development, all necessary utility connections, including water, sewer, and reclaimed water lines, will be installed to serve the property, with all associated connection costs to be borne by the property owner. A Developer's Agreement detailing the obligations of the developer associated with the proposed UVPUD is required. The Developer's Agreement must address, but is not limited to the following: proportionate fair share contribution for the Amber Sweet lane, Williams Road, the intersection of Williams Road and Marsh Road, the intersection of Marsh Road and Avalon Road, and conveyance of right-of-way, other off-site public infrastructure improvements, and impact fees. The proposed UVPUD's capacity determination letter from Orange County Public Schools states that there is currently no capacity available at this time for elementary schools. The applicant will be required to enter into a concurrency review with the school district and possibly Concurrency

Mitigation Agreement.

- (4) The proposed PUD will not allow a type or intensity of development that is premature or presently out of character in relationship to the surrounding area;

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD zoning criteria and land development regulations. The proposed UVPUD project features a gross density of 1.82 dwelling units per acre which is substantially lower than the maximum density of 4 dwelling units per acre permitted within the Urban Village future land use designation and in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden. Additionally, the gross density of 1.82 dwelling units per acre for the proposed UVPUD project is substantially lower than the 10 dwelling units per acre that the previous Horizons West designation would allow.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. The proposed development is following the existing development pattern after the completion of the TwinWaters, Waterside on John's Lake, Waterside on John's Lake Phase 2, Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve subdivisions.

- (5) The rezoning will not interfere with an adjacent property owner's reasonable expectation of use or enjoyment; and

In accordance with the City's comprehensive plan, the only zoning permitted within the Urban Village future land use designation is Urban Village Planned Unit Development or Institutional. The residential uses as well as any proposed commercial or institutional uses are compatible with the existing residential uses in the area. A park, neighborhood serving commercial, bed and breakfasts, and low impact agricultural uses are compatible with and will not interfere with the reasonable expectation of use or enjoyment from neighboring properties.

- (6) There is availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed UVPUD and the surrounding area, or an agreement or binding conditions have been established that will provide such transportation facilities to support said traffic in a reasonable time frame.

The primary access for the development will be through Williams Road. However, there will be cross access available off of Viscaya Cove Blvd and future cross access from Amber Sweet Lane. Amber Sweet Lane will provide future connections to Cehibon Road and Cannon Drive. These roads are currently unimproved but will be required to be developed with future developments with the applicant providing additional rights-of-way and paying a fair share amount for the improvements.

Traffic studies/analyses submitted with any proposed development are reviewed for accuracy and consistency with the goals, objectives, and policies of the City's comprehensive plan in addition to the City's vision for future growth and expansion. A traffic study/analysis (TIA) found that the proposed UVPUD project will have an impact on the roadway network, specifically on the segment of Marsh Road between Williams Road and Avalon Road as well as on the Marsh Road intersections at Williams Road, Avalon Road, and at the project entrance.

The project will produce 5,411 total daily trips, 408 total AM peak-hour trips, and 538 total PM peak-hour trips. The current Average Annual Daily Traffic (AADT) trip count for Marsh road from Lake County to Avalon Road is 15,800. Marsh Road from, Lake County to Avalon Road, is currently running at a deficient level of service. This is also true for the intersection of Marsh Road and Williams. Two of the several recommended improvements from the TIA review is a roundabout at the intersection and widening Marsh Road to four lanes.

Staff agrees with the roundabout at Marsh and Williams with its construction being a condition of approval for the UVPUD ordinance. The Developer shall be responsible for payment of the proportionate fair share of the proposed improvements at these intersections to mitigate the project's traffic impacts. The payment of the fair share amount will be addressed in the Developer's Agreement or by other agreement acceptable to the City Manager. The Developer's Agreement shall address the fair share payment amount as well as when such payment shall occur.

However, staff does not agree with widening Marsh Road to four lanes. The city does not want to make Marsh Road a major arterial by increasing its capacity. Furthermore, there is not enough right-of-way width to expand to four lanes. The city specifically lowered the speed limits on Marsh Road to 25 mph in order to discourage motorists from using Marsh Road as a cut through to SR-429. It must also be noted that the developer has removed the proposed elementary school site from the development plan. This is a reduction in 592 total AM peak hour trips.

Furthermore, there are many road projects currently under construction in Orange County and Lake County that the TIA does not take into account that will have regional impacts on transportation. These include the extension of New Independence Pkwy, SR-516, Ray Goodgame Pkwy, Scholfield Rd, and CR-455. The existing East-West Roadways, consisting of only Marsh Rd and Scholfield Rd, currently have combined Volume-to-Capacity ratio of 83%. With the future East-West roadway extensions, consisting of Marsh Rd, New Independence Pkwy, Schofield Rd, and SR-516, the combined Volume-to-Capacity ratio will be 70% for Year 2035.

- (7) The degree of departure or conformity of the proposed PUD with surrounding areas in terms of character and density.

The proposed UVPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Urban Village future land use designation and the UVPUD zoning criteria and land development regulations. The proposed UVPUD project features a gross density of 1.82 dwelling units per acre which is substantially lower than the maximum density of 4 dwelling units per acre permitted within the Urban Village future land use designation and in accordance with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden.

The proposed UVPUD is not premature or presently out of character in relationship to the surrounding area. There are many residential and commercial developments within the surrounding area which have similar or greater density and/or intensity than the proposed UVPUD project. Some of the approved and/or constructed developments within the surrounding area include Sanctuary at Twinwaters, TwinWaters, Waterside at John's Lake, Hickory Hammock, Avalon Reserve, Stoneybrook West, Carriage Pointe, Stone Creek, Belle Meade, Avamar Crossings, Alexander Ridge, and Carriage Ponte Reserve.

- (8) Compatibility of uses and improvements within the PUD and the relationship with surrounding existing or proposed developments.

The proposed residential uses and commercial uses are compatible with the adjacent residential uses in the area as well as the agricultural uses that still exist. The improvements to the roadways and sidewalks will be a continuation of the existing improvements which make the area more pedestrian friendly and safer. With regards to Special District 1, there are many neighborhoods with commercial uses integrated within their community such as golf courses, restaurants, and hotels. The allowable uses, specifically the buildings, within Special District 1 will be designed with a residential character and an abundance of open space to include a 75' wide buffer between any residences and the development.

- (9) Prevention of erosion and degrading or enhancement of the surrounding areas.

The proposed UVPUD project will have to plat an (average) 25-foot upland buffer from the wetlands identified along the shoreline of Johns Lake, and meet the environmental standards of the Wekiva Study Area. To the greatest extent possible, stormwater management features will be designed as landscape amenities. Proper erosion and sedimentation control measures will be taken during the construction process.

- (10) Provision for recreation facilities, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

The recreational facilities proposed comply with the Wekiva Study Area Resource Protection Overlay requirements for passive recreation. The UVPUD will have 84.32 acres of open space and 18.37 acres of active recreation. Several of the parks will be on Johns Lake with all parks connected by sidewalks and trail network. Furthermore, the developer is dedicating 13.65 acres for a city park.

Stormwater management for the proposed UVPUD project will be provided in on-site stormwater management areas to satisfy the City of Winter Garden, St. John's Water Management District and strict requirements of the Wekiva Study Area criteria.

- (11) The nature, intent and compatibility of any common open space, including the proposed method for the maintenance and conservation of the common open space.

The property on which the UVPUD project is proposed to be developed is located within the Wekiva Study Area Resource Protection Overlay as defined by the City's Comprehensive Plan, and therefore must comply with the Wekiva Study Area Open Space requirements as defined by the City's Comprehensive Plan Policies 1-3.1.7 & 1-3.1.8, which requires that a minimum of 25% of the developable area be Wekiva Study Area Open Space. Wekiva Study Area (WSA) Open Space is land area that remains undisturbed or minimally disturbed such as trails and boardwalks, as part of a natural resource preserve or passive recreation area and includes land preserved for Conservation purposes. WSA Open Space may include dry retention, passive recreation, and buffers. Up to 50% of the WSA Open Space requirement may be met with dry stormwater retention areas. None of the 25% WSA Open Space may be chemically treated with pesticides or fertilizers. WSA Open Space shall not include setback areas, private yards, street right of way, parking lots, impervious surfaces or active recreation areas. The proposed UVPUD project must comply with the Wekiva Study Area Open Space requirements.

- (12) The feasibility and compatibility of the specified stage(s) or phase(s) contained in the preliminary development plan to exist as an independent development.

If applicable, each phase of development of the proposed UVPUD project must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed. The project is expected to be developed in multiple phases, with no more than 50 dwelling units at a time, starting at the southeast corner of the development and proceeding clockwise. All phases will stand alone. Furthermore, there is a provision in the UVPUD development plan to be able to use open space within Special District 1 to satisfy any requirements in each phase and the new park dedication.

- (13) The availability of existing or planned reclaimed water service to support the proposed PUD.

Reclaimed water capacity is available to serve the property on which the UVPUD is proposed to be developed. All necessary utility lines (water, sewer, and reclaimed water) will be connected to serve the development of the property, and all connection costs shall be borne by the property owner.

- (14) The benefits within the proposed PUD development and to the general public to justify the requested departure from standard land use requirements inherent in a PUD classification.

The proposed UVPUD is the required zoning designation of the Urban Village Future Land Use. The development plan meets all UVPUD requirements as well as provides flexibility through six different lot types ranging in width between a minimum 18' wide for townhomes and 90' wide for lake front property. Each lot type is located in a transect zone that is the most appropriate location for each a particular development or home.

- (15) The conformity and compatibility of the proposed common open space, residential and/or nonresidential uses within the proposed PUD.

The UVPUD proposal includes 613 total dwelling units with 84.32 acres of open space area including 18.37 acres of recreation area. The recreation and open space areas are complementary and supportive to the residential component of the proposed UVPUD project. The project is a pedestrian friendly design and provides internal access to the subdivisions connecting the project to other nearby properties and the city park dedication.

- (16) Architectural characteristics of proposed residential and/or nonresidential development.

A range of facade treatments and variations on building types have been incorporated into the residential units in the proposed UVPUD project including front porches, side entry/courtyard garages as well as detached an alley loaded garages. Building elevations are provided within the Johns Lake Urban Village Planned Unit Development Preliminary Development Plan.

- (17) A listing of the specific types of nonresidential uses to be allowed.

The UVPUD development plan has a table with a list of permitted residential and nonresidential uses that are allowed. This includes special exception uses.

## **URBAN VILLAGE PLANNED UNIT DEVELOPMENT INTENT & REQUIREMENTS**

Development within the urban village future land use classification shall be designed based on an urban development pattern which encourages the formation of a suburban village. The standards and procedures of the urban village planned unit development are intended to promote flexibility of design and to permit planned diversification and integration of uses and structures, while retaining in the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect and promote the public health, safety and general welfare. Determining whether to require a mixture of residential and non-residential uses and a

variety of housing types and lot sizes within individual urban village planned unit developments will be based on anticipated development patterns and size of property ownerships. Each individual urban village planned unit development will not be required to incorporate all uses permitted in the urban village planned unit development land use regulations.

Through the urban village planned unit development process, which may involve the approval of multiple UVPUDs, all development within the urban village future land use classification shall follow the general design principles of: (staff conclusions/findings are underlined)

- (1) creating a series of walkable residential neighborhoods;

Proposed UVPUD will include cross access connections to the parcels within the subject property and to the developments to the south and east for vehicular and pedestrian access. The neighborhood will be required to provide a minimum 5' sidewalks throughout the development.

- (2) developing an integrated park and trail system to facilitate pedestrian travel and recreation;

The proposed UVPUD features an 8' wide sidewalk and bike trail along Williams Road. The UVPUD will include recreation amenities that meet the requirements of the City's Code of Ordinances for open space & recreational facilities. A natural trail/bike path is included as a recreation amenity within the proposed park areas.

- (3) developing a comprehensive network of roads and traffic calming solutions to complement and support the existing Marsh Road infrastructure;

The developer is required to build a roundabout at the intersection of Williams Road and Marsh as well as contribute to the future extension of Amber Sweet Lane. This will keep traffic moving smoothly and safely along Marsh Road. Furthermore, at buildout the UVPUD development will have multiple access points for residents to traverse decreasing the reliance on single-entry access and providing greater connectivity in this area.

- (4) establishing connectivity to natural systems while preserving wetlands and other natural resources and protecting water quality and quantity;

Proposed UVPUD incorporates shoreline preservation through wetland buffering along Johns Lake to preserve and protect the lake's water quality. The UVPUD is also required to follow all St. Johns River Water Management district regulations concerning retention ponds and water treatment.

- (5) creating a mixed-use character through the integration of a diversity of uses;

The UVPUD development plan has a mix of uses that are compatible and create a diverse mix of choices for future residents. The development plan calls for townhomes and single-family homes in a variety of lot sizes and lot types. There is a proposed bed and breakfast with support retail and restaurant located in Special District 1. All commercial uses will be of a neighborhood residential commercial character.

- (6) creating a focus center within the urban village.

N/A; the proposed UVPUD will be part of the residential community surrounding a future commercial village center that will be located south of the subject property (the Four Corners UVPUD, approved by Ordinance 15-04).

- (7) The urban village planned unit development shall provide a compact integrated development pattern with a park or central feature located within a ¼ mile walking distance of the

majority of residences in each neighborhood.

The proposed UVPUD includes parks throughout the development. None of the homes are more than 400 feet from an available park which is well below the required ¼ mile walking distance standards and new city park dedication.

- (8) To ensure adequate housing diversity, urban village planned unit development should generally contain a variety of housing types which may include both attached and detached housing product with ownership and rental opportunities, as well as live/work housing.

The development plan calls for townhomes and single-family homes in a variety of lot sizes and types.

- (9) The street network shall be designed to create a hierarchy of interconnected streets and traffic calming solutions to allow travel through and between neighborhoods and beyond the urban village planned unit development. Roadway cross sections shall be designed to accommodate multiple modes of transportation.

The proposed UVPUD will provide cross access connections to properties located to the east (Waterside on Johns Lake subdivision), as well as one full access from Williams Road. The development plan is designed for future cross access along Amber Sweet Lane connecting to Cehibon Road and Cannon Drive.

- (10) Emphasis shall be placed on pedestrian and bike paths and shall be incorporated in street cross sections and open spaces.

The proposed UVPUD includes multiple pedestrian paths that is part of a fully integrated network of sidewalks and trails which will connect and provide cross access between properties located within the development and neighboring properties.

- (11) All development proposals within an urban village planned unit development shall, as determined by the city commission, be consistent with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden (Dated January 24, 2007) as approved by the city commission, as such may be amended from time to time.

The proposed UVPUD is consistent with the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden.

- (12) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the Resource Protection Overlay as established by the City's Comprehensive Plan. In the event of a conflict or conflicts between the Urban Village Planned Unit Development zoning district and the Resource Protection Overlay, the Resource Protection Overlay shall control to the extent such conflict exists.

The proposed UVPUD will comply with the Wekiva Study Area Resource Protection Overlay requirements as stipulated in the City's Comprehensive Plan. The proposed UVPUD will meet the Wekiva Open Space requirements, and stricter Wekiva drainage requirements.

- (13) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for non-residential development is 0.3 floor area ratio.

The proposed UVPUD development plan will have a gross density of 1.82 dwelling units

per acre.

- (14) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.

The proposed UVPUD will incorporate stormwater facilities and ponds into the design of the community through placement of the facilities where they function as both visual features and buffers, while also meeting the stricter Wekiva Study Area requirements.

- (15) New development shall connect to City utilities, potable water, sanitary sewer, and reclaimed water when available.

The proposed UVPUD will make connections to city utilities- water, wastewater, and reclaimed water- at the developer's expense.

- (16) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.

N/A; the proposed UVPUD is not located in the area that will be developed as the Village Center. All non-residential uses will be located in Special District 1.

- (17) Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 50% of the residential units in the urban village planned unit development. These additional accessory units shall not be counted towards the density.

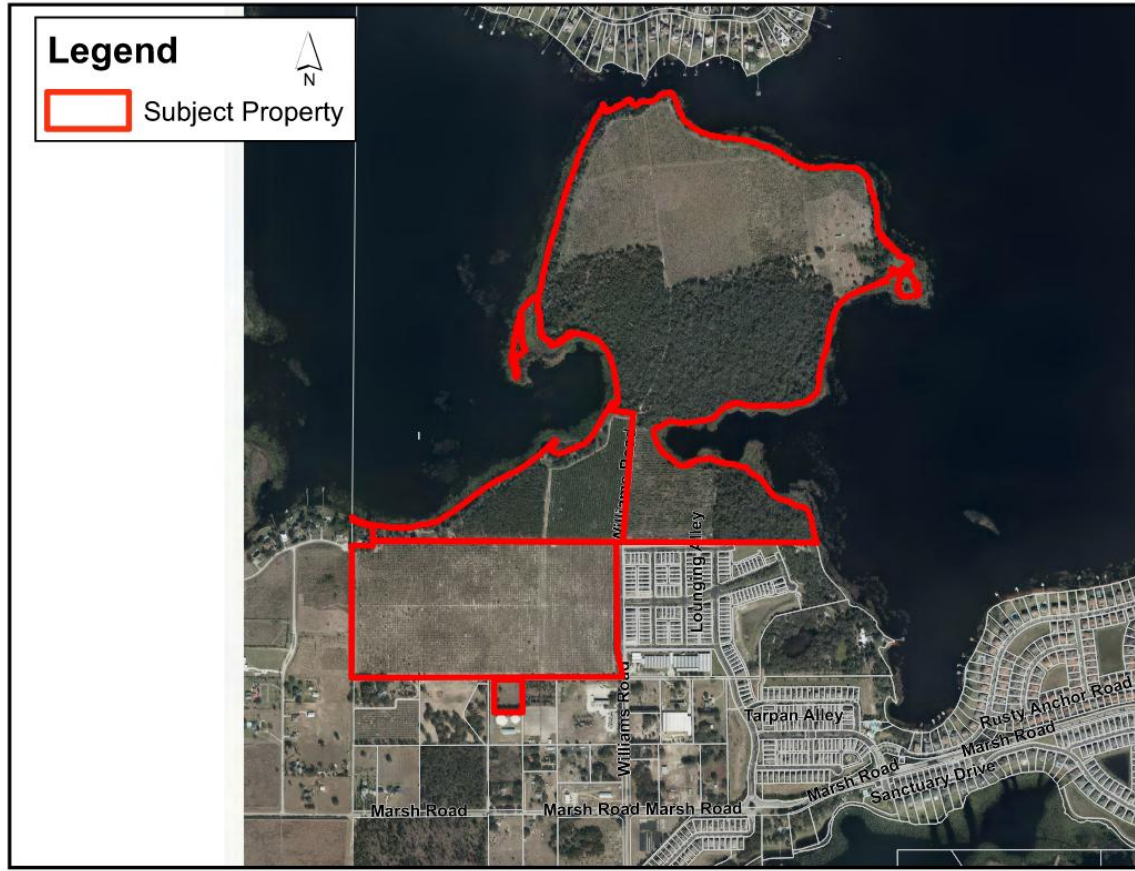
The proposed UVPUD will allow accessory dwelling units. Although the development plan does not limit the maximum to 50% of all residential units, there are strict guidelines for having an ADU which include the unit not exceeding 850 square feet, the structure on any floor must have a discrete and private entry providing private access, and provisions for only homeowners who live in the primary structure allowed to rent out ADUs.

## **SUMMARY**

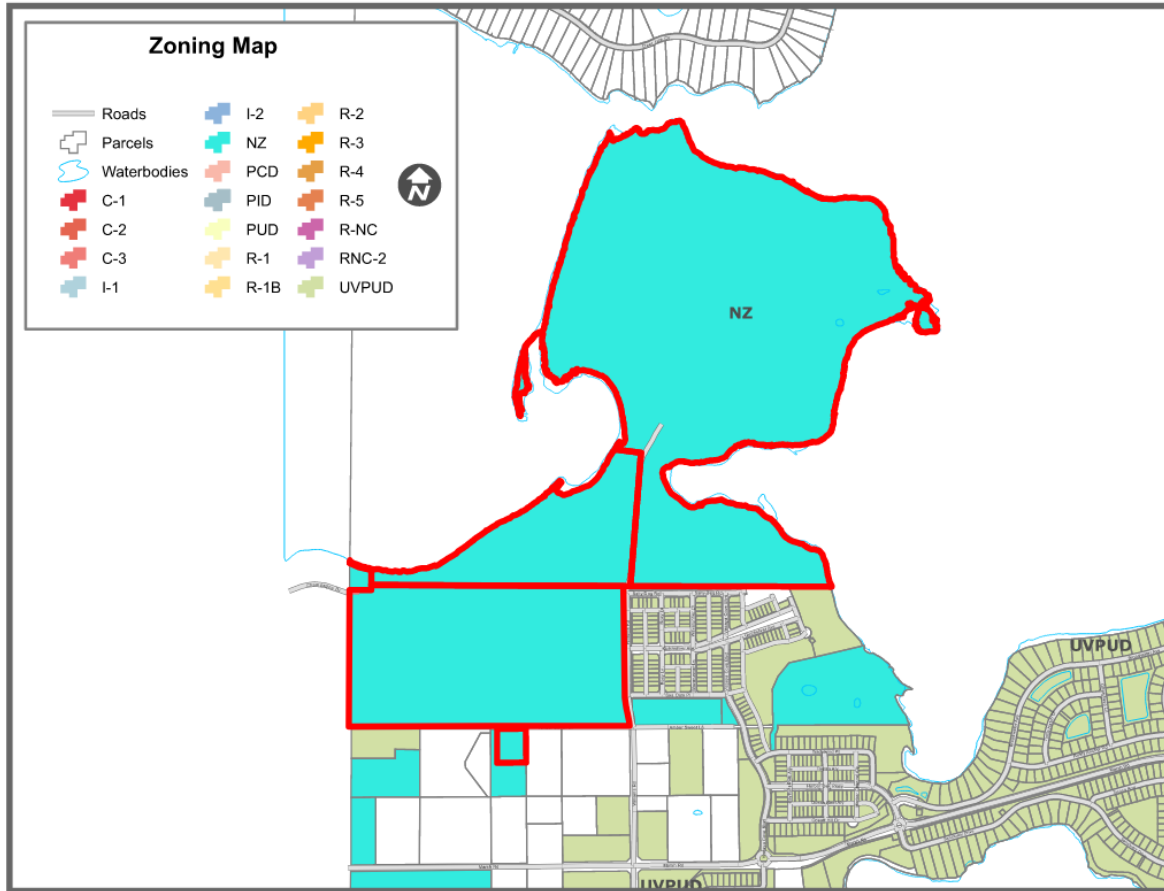
City Staff recommend approval of the proposed Ordinance 26-12. Rezoning the subject property from City NZ to City UVPUD is consistent with the City's Comprehensive Plan, Future Land Use Map and land development regulations, and is consistent with the trend of development in the area.

The proposed development of the subject property is consistent with the stipulations and guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden which requires that rezoning applications or development plans for properties located within the JPA expansion area must be processed as Planned Unit Developments.

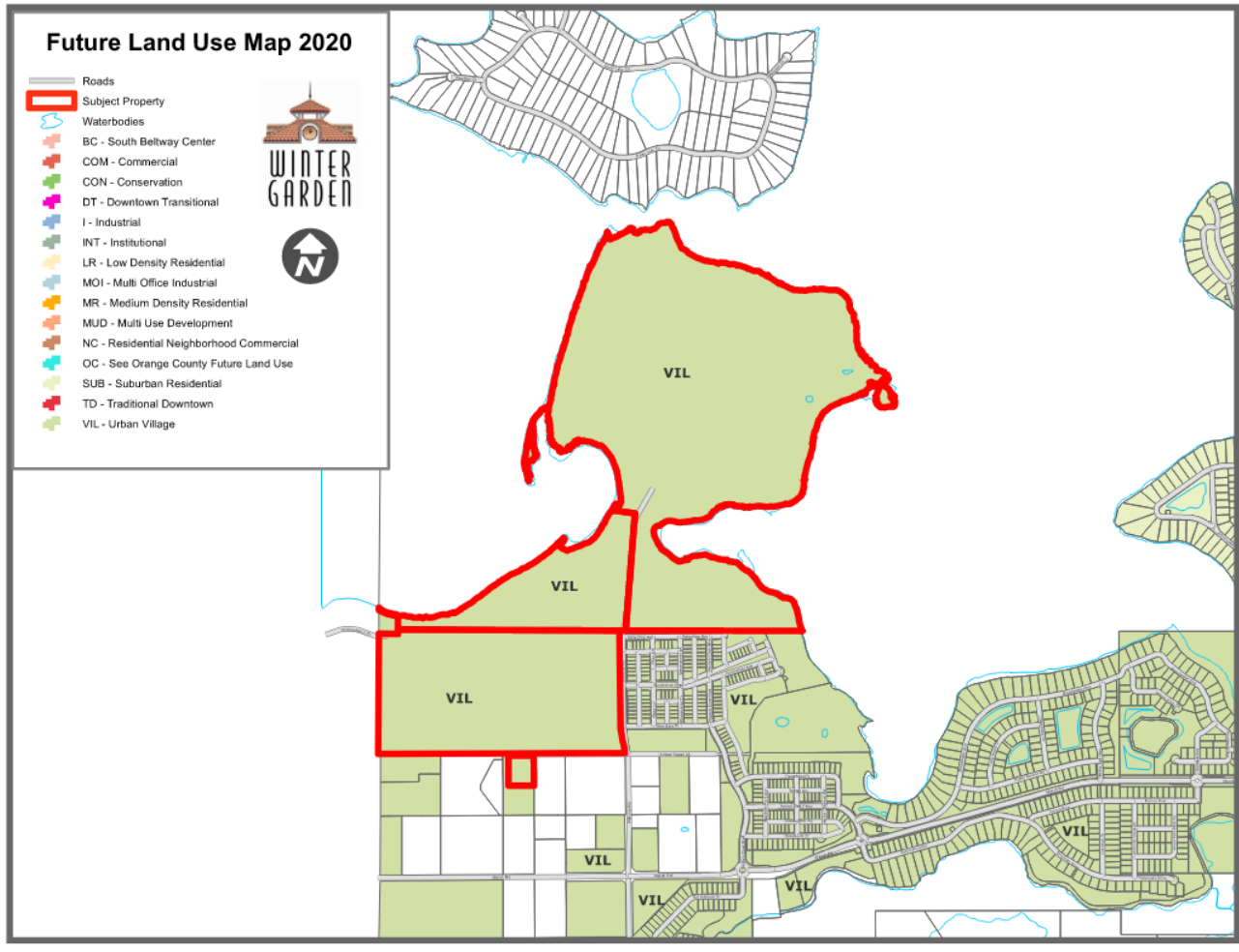
**AERIAL PHOTO**  
**1756, 1401 & 1400 Williams Rd and 17729 Marsh Rd**



**ZONING MAP**  
**1756, 1401 & 1400 Williams Rd and 17729 Marsh Rd**



**FUTURE LAND USE MAP**  
**1756, 1401 & 1400 Williams Rd and 17729 Marsh Rd**



**END OF STAFF REPORT**

**THE CITY OF WINTER GARDEN**

**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director  
**Via:** City Manager Jon C. Williams  
**Date:** May 7, 2026      **Meeting Date:** May 14, 2026  
**Subject:** W Colonial Drive – Annexation, FLU Amendment and C-2 Rezoning  
Ordinances 26-13, 26-14 and 26-15  
**PARCEL ID# 25-22-27-9384-01-183**

**Issue:** The applicant is requesting annexation and to amend the FLU from County Commercial to City Commercial and rezone the subject property from County C-3 (Wholesale Commercial) to City C-2 (Arterial Commercial).

**Discussion:**

The applicant is requesting to annex the property located at W Colonial Drive into the City, assign the property a Commercial Future Land Use designation and rezone the subject property to C-2 to allow the construction of digital billboards on the property in exchange for the removal of billboards at 1101 E. Plant Street and 14899 Colonial Drive. The proposed annexation, FLU amendment and rezoning is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances.

**Recommended Action:**

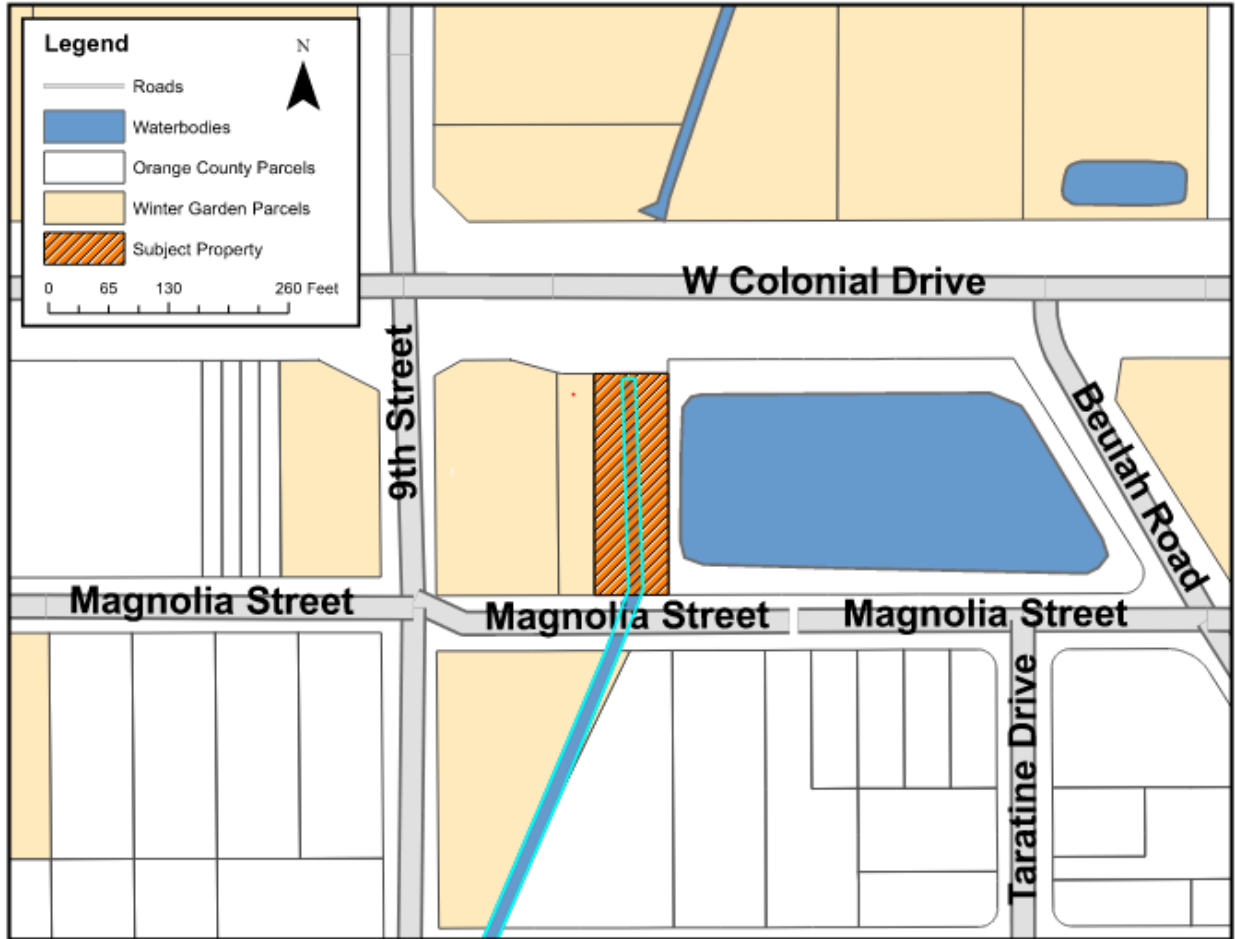
Staff recommends approval of Ordinance 26-13, 26-14 and 26-15, with second reading and adoption anticipated to be on May 28, 2026.

**Attachment(s)/References:**

Location Map  
Ordinance 26-13, 26-14 and 26-15  
Staff Report  
Business Impact Estimate

# LOCATION MAP

W Colonial Drive



## ORDINANCE 26-13

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of the land, generally described as approximately 0.44 ± acres located at West Colonial Drive, west of Beulah Road, east of 9th Street, south of West Colonial Drive, and north of Magnolia Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

**WHEREAS**, the petition for voluntary annexation referenced herein bears the signatures of all owners of the property or properties described in Section 2 of this Ordinance (*i.e.*, the property or properties to be annexed); and

**WHEREAS**, the City has determined that the property described in Section 2 of this Ordinance is located in an unincorporated area of the County and that annexation of such property will not result in the creation of an enclave.

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

**SECTION 1: *Annexation.*** That the City Commission through its Planning and Zoning Board has conducted an investigation to determine whether the described property meets the prerequisites and standards set forth in Chapter 171, Fla. Stat. and has held a public hearing and said petition and made certain findings.

**SECTION 2: *Description of Area Annexed.*** That, after said public hearing and having found such petition meets said prerequisites and standards, the property legally defined in ATTACHMENT “A” and graphically shown in ATTACHMENT “B” shall be annexed into the City of Winter Garden, Florida.

**SECTION 3: *Effect of Annexation.*** That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have

over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

**SECTION 4: *Apportionment of Debts and Taxes.*** Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

**SECTION 5: *Instructions to Clerk.*** Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT “A” hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

**SECTION 6: *Severability.*** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**SECTION 7: *Effective Date.*** This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

**ATTACHMENT "A"**  
**LEGAL DESCRIPTION**

PARCEL ID#: 25-22-27-9384-01-183

DESCRIPTION:

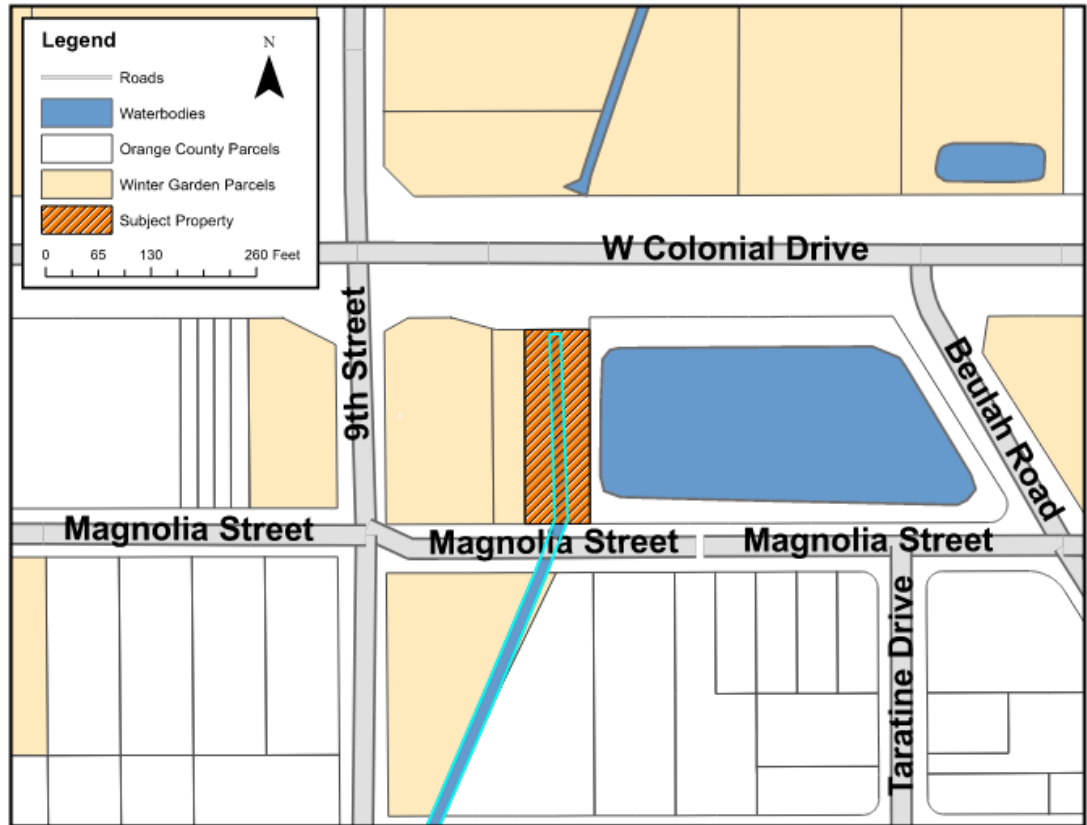
WINTER GARDEN MANOR L/117 THAT PART OF LOT 18 BLK A LYING WITHIN 40 FT ON EACH SIDE OF FOLLOWING DESC LINE: BEG 243.60 FT E OF NW COR OF SEC 25-22-27 TH RUN S00-00-45W 389.95 FT S25-20-45W 396.57 FT S00-17-15E 961.56 FT S02-35-15E 1560.82 FT S00-57-15E 307.50 FT TO END OF DESC LINE (DB 915/11)

Containing 0.44 acres, more or less.

**ATTACHMENT "B"**

**LOCATION MAP**

**W Colonial Drive**



## ORDINANCE 26-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the owner of that certain real property generally described as approximately 0.44 ± acres located at West Colonial Drive, west of Beulah Road, east of 9th Street, south of West Colonial Drive, and north of Magnolia Street, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

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

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

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

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 26-13, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

**ATTACHMENT "A"**  
**LEGAL DESCRIPTION**

PARCEL ID#: 25-22-27-9384-01-183

DESCRIPTION:

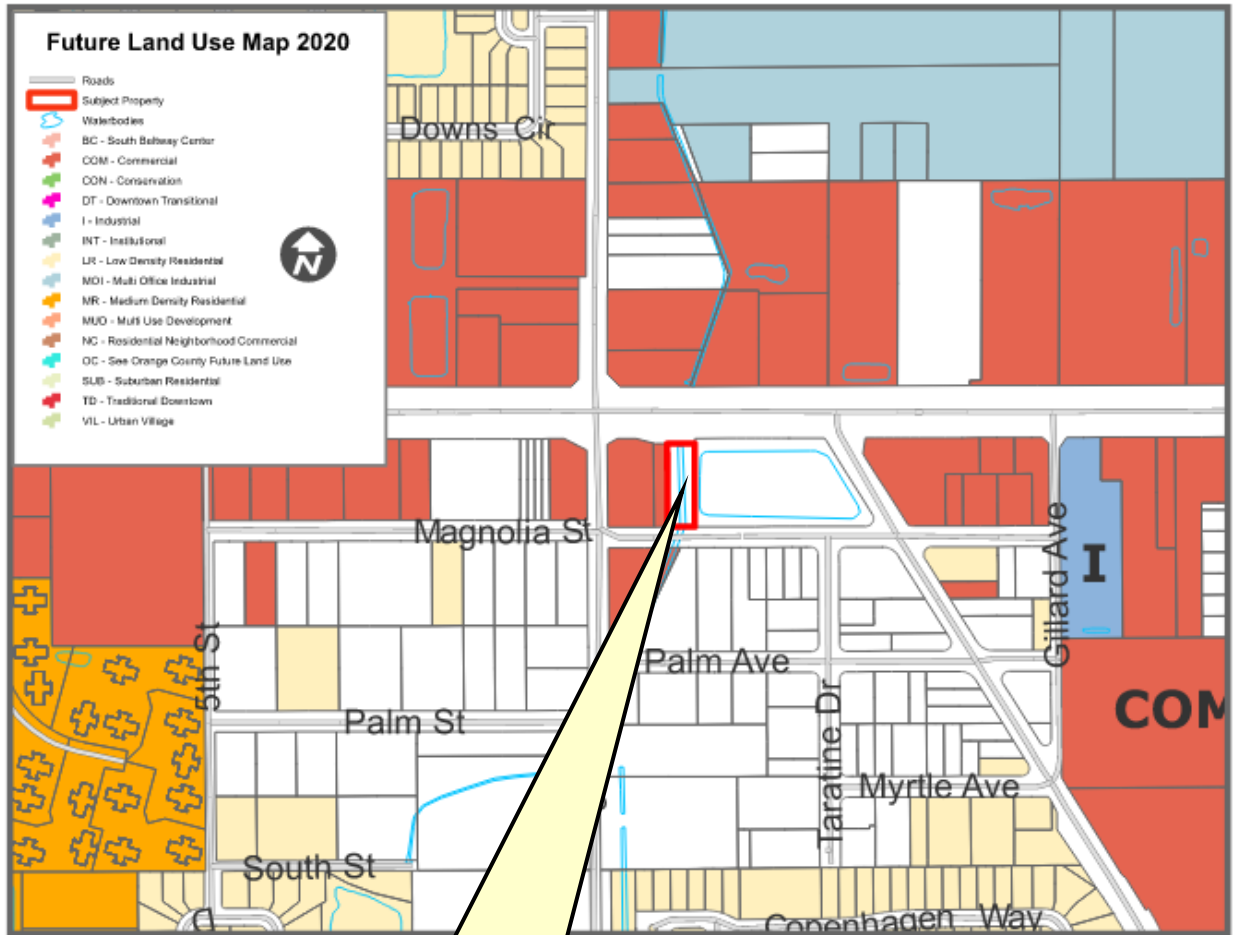
WINTER GARDEN MANOR L/117 THAT PART OF LOT 18 BLK A LYING WITHIN 40 FT ON EACH SIDE OF FOLLOWING DESC LINE: BEG 243.60 FT E OF NW COR OF SEC 25-22-27 TH RUN S00-00-45W 389.95 FT S25-20-45W 396.57 FT S00-17-15E 961.56 FT S02-35-15E 1560.82 FT S00-57-15E 307.50 FT TO END OF DESC LINE (DB 915/11)

Containing 0.44 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

W Colonial Drive



Subject property changed from Orange County Commercial to City Commercial

## ORDINANCE 26-15

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as 0.44 ± acres located at West Colonial Drive, west of Beulah Road, east of 9th Street, south of West Colonial Drive, and north of Magnolia Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-3 Wholesale Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

**SECTION 1: *Rezoning.*** The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-3 Wholesale Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

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

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

**SECTION 4: *Effective Date.*** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 26-14 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 25-22-27-9384-01-183

DESCRIPTION:

WINTER GARDEN MANOR L/117 THAT PART OF LOT 18 BLK A LYING WITHIN 40 FT ON EACH SIDE OF FOLLOWING DESC LINE: BEG 243.60 FT E OF NW COR OF SEC 25-22-27 TH RUN S00-00-45W 389.95 FT S25-20-45W 396.57 FT S00-17-15E 961.56 FT S02-35-15E 1560.82 FT S00-57-15E 307.50 FT TO END OF DESC LINE (DB 915/11)

Containing 0.44 acres, more or less.



## **Business Impact Estimate**

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

Proposed ordinance's title/reference: Ordinances 26-13, 26-14 and 26-15 (W Colonial Drive AZFLU)

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

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

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

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Annexation, FLU Amendment and Rezoning the property located at W Colonial Drive (Parcel ID 25-22-27-9384-01-183)

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

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

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

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

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

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

**CITY OF WINTER GARDEN**  
**PLANNING & ZONING DIVISION**

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

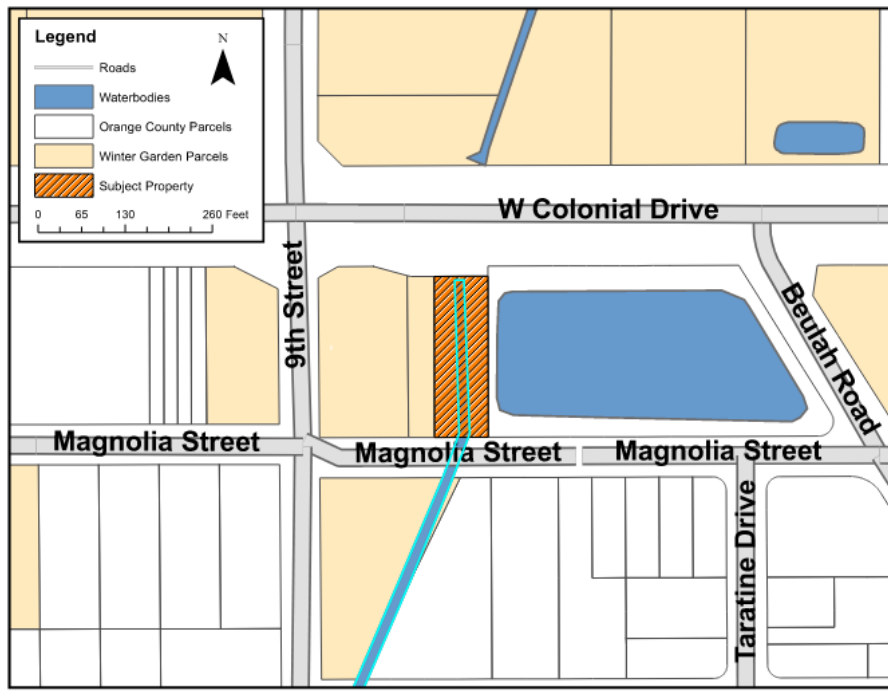
**STAFF REPORT**

**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** AMBER McDONALD, PLANNER II  
**DATE:** MAY 4, 2026  
**SUBJECT:** ANNEXATION, FLU & RZ (ORDINANCES 26-13, 26-14, 26-15)  
**W COLONIAL DRIVE (0.44 +/- ACRES)**  
**Parcel ID# 25-22-27-9384-01-183**

**APPLICANT:** Berger Singerman

**INTRODUCTION**

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Land Development Regulations, Comprehensive Plan and Future Land Use Map. The subject property, generally located on W Colonial Drive, east of 9th Street, and west of Beulah Road, is approximately 0.44 ± acres in size. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The subject property is located in Unincorporated Orange County and carries the zoning designation of Orange County C-3 (Wholesale Commercial District). The subject property is designated Commercial on the Future Land Use Map of the Comprehensive Plan of Orange

County. The applicant has requested annexation into the City of Winter Garden, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate this property as City Commercial, and to rezone the property to C-2 (Arterial Commercial District).

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, and INT.

The City endorses infill of its jurisdictional limits through voluntary annexation of enclaves. The elimination of enclaves through voluntary annexation furthers the goals, objectives and policies of the City's Comprehensive Plan.

### **EXISTING USE**

This property is currently undeveloped and vacant.

### **ADJACENT LAND USE AND ZONING**

The property to the west of the subject property is vacant, carries a PCD (Planned Commercial Development) designation and is within the City's municipal limits. The property to the east is a FDOT retention pond, zoned C-3 and located within Unincorporated Orange County. The property to the north is a gas station, zoned C-2 and within the City's municipal limits. There are two properties to the south of the subject property. The first is a vacant property, zoned PCD (Planned Commercial Development) and resides within the City's municipal limits. The second property to the south is developed with a single-family residence, zoned R-1 and located within Unincorporated Orange County.

### **PROPOSED USE**

The applicant intends to erect digital billboards on the property in exchange for the removal of billboards at 1101 E. Plant Street and 14899 Colonial Drive, subject to the terms and conditions of a Billboard Relocation and Reconstruction Agreement to be agreed upon between Outfront and the City, and consented to by the applicant.

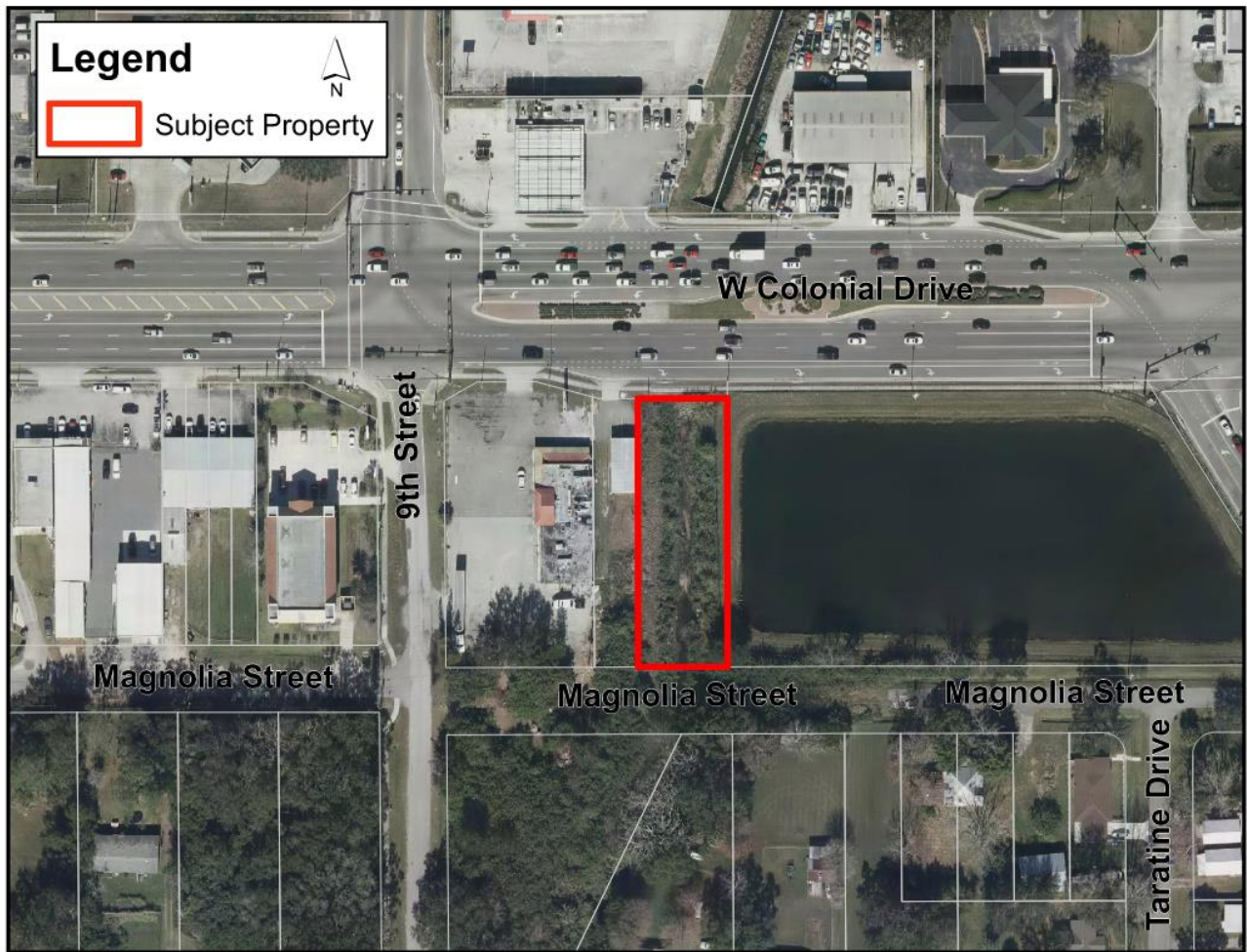
**PUBLIC FACILITY ANALYSIS**

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

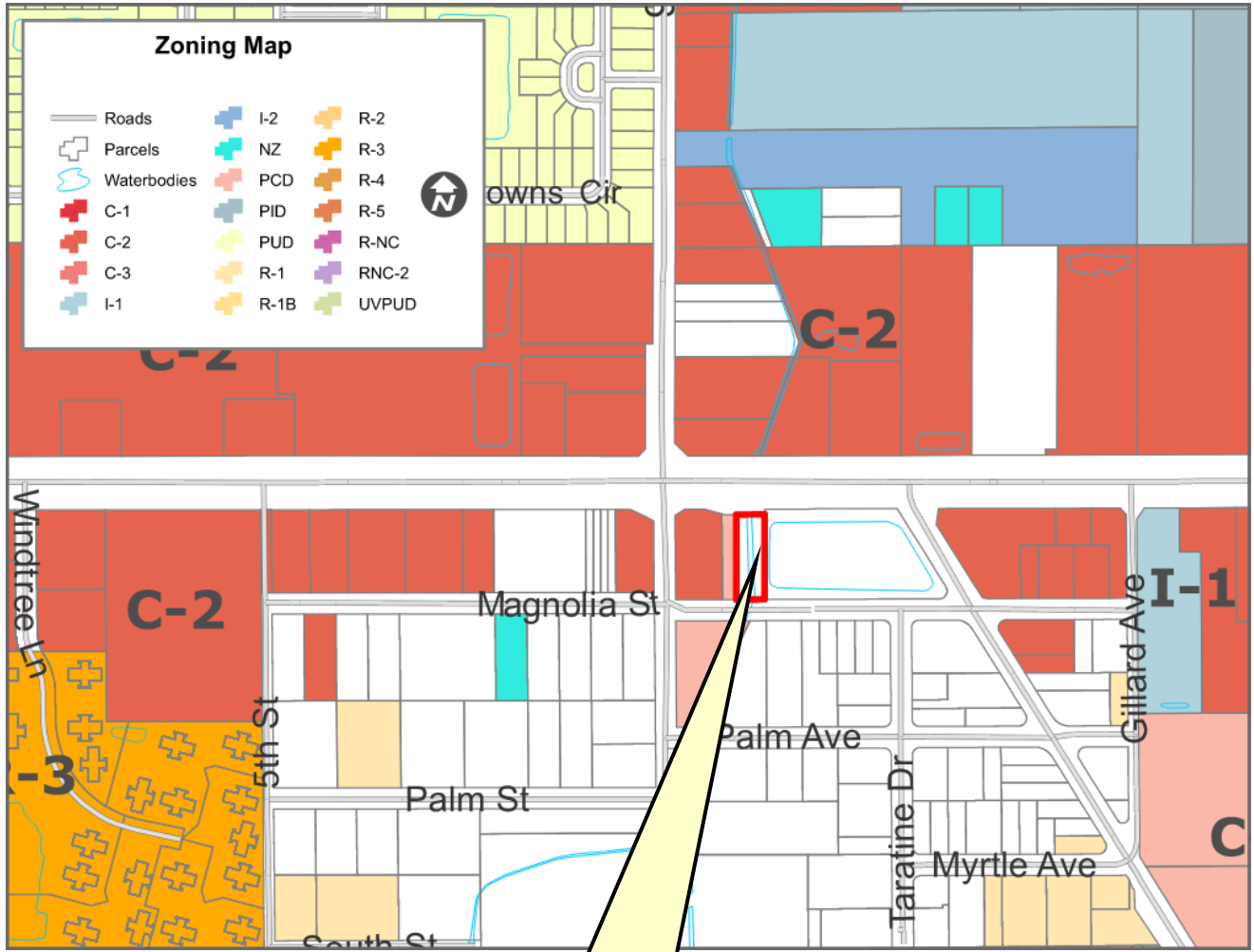
**SUMMARY**

City Staff recommends approval of the proposed Ordinance(s) 26-13, 26-14 and 26-15. Annexing the property, amending the Future Land Use from Orange County Commercial to City Commercial, and rezoning the subject property from County C-3 to City C-2 is consistent with the City's Comprehensive Plan, Future Land Use Map and land development regulations.

**AERIAL PHOTO**  
**W Colonial Drive**

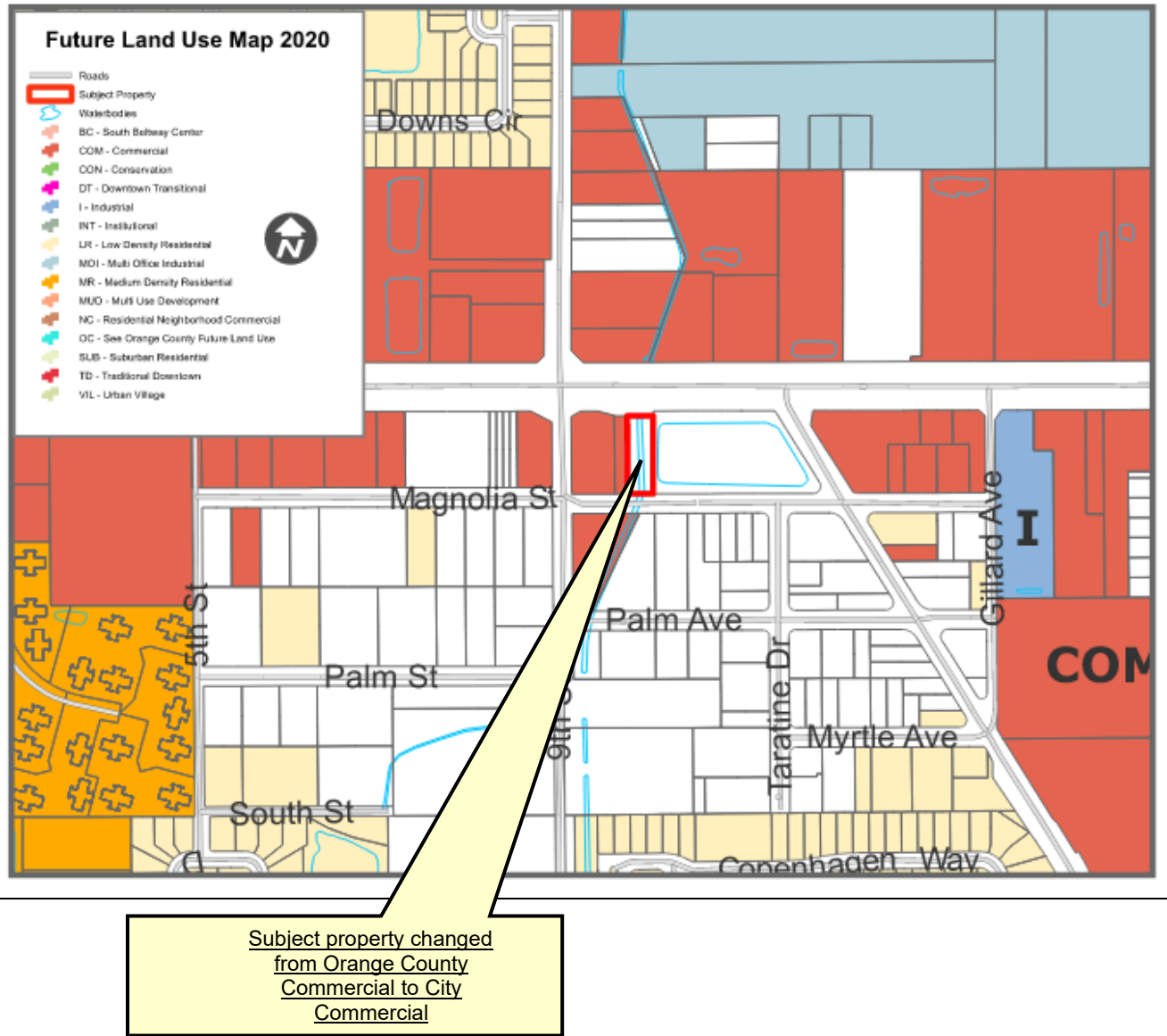


### ZONING MAP W Colonial Drive



Subject property changed from Orange County C-3 to City C-2

### FUTURE LAND USE MAP W Colonial Drive



**END OF STAFF REPORT**

## ORDINANCE 26-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the owner of that certain real property generally described as approximately 0.44 ± acres located at West Colonial Drive, west of Beulah Road, east of 9th Street, south of West Colonial Drive, and north of Magnolia Street, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

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

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

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

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 26-13, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

**ATTACHMENT "A"**  
**LEGAL DESCRIPTION**

PARCEL ID#: 25-22-27-9384-01-183

DESCRIPTION:

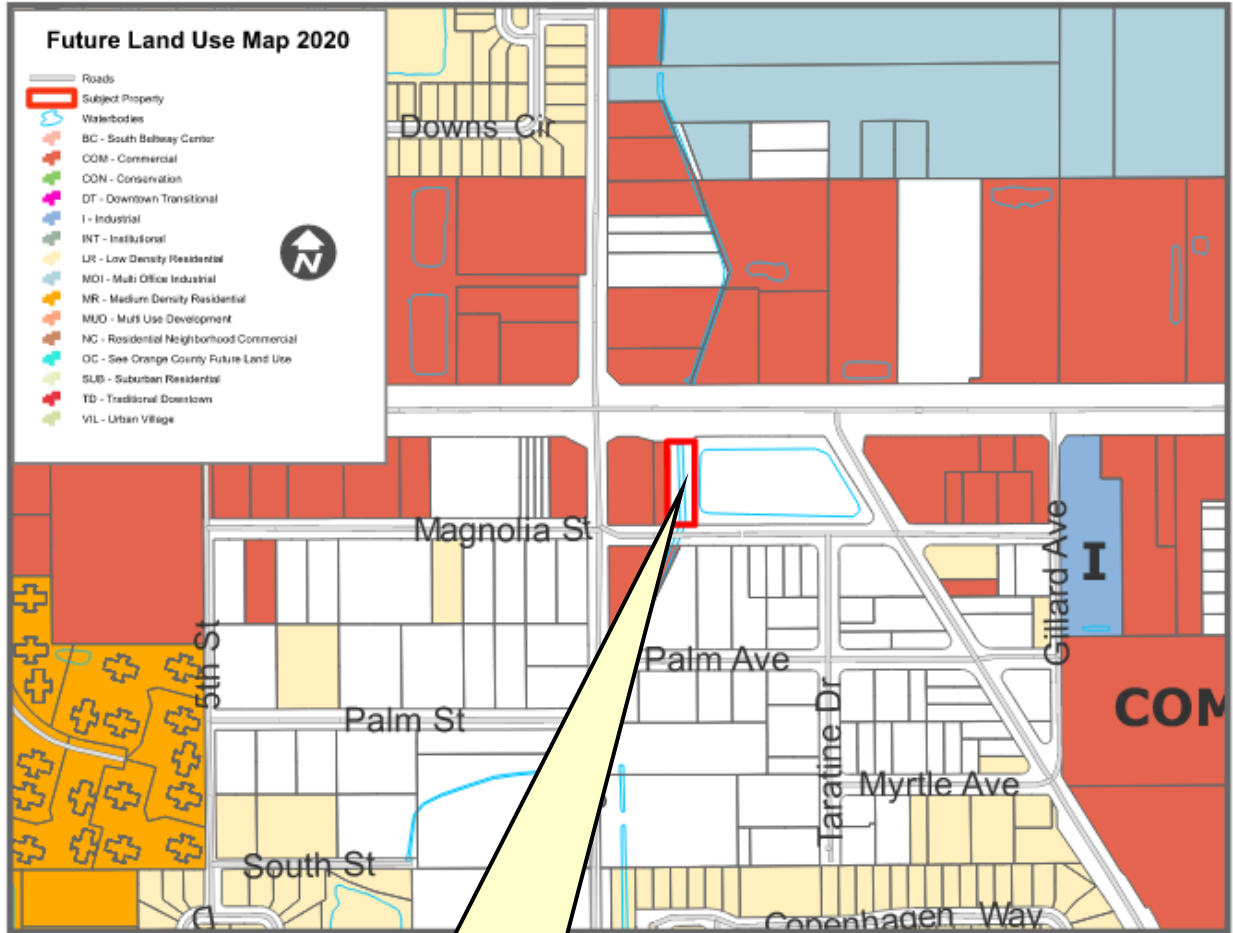
WINTER GARDEN MANOR L/117 THAT PART OF LOT 18 BLK A LYING WITHIN 40 FT ON EACH SIDE OF FOLLOWING DESC LINE: BEG 243.60 FT E OF NW COR OF SEC 25-22-27 TH RUN S00-00-45W 389.95 FT S25-20-45W 396.57 FT S00-17-15E 961.56 FT S02-35-15E 1560.82 FT S00-57-15E 307.50 FT TO END OF DESC LINE (DB 915/11)

Containing 0.44 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

W Colonial Drive



Subject property changed from Orange County Commercial to City Commercial

## ORDINANCE 26-15

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.44 ± ACRES LOCATED AT WEST COLONIAL DRIVE, WEST OF BEULAH ROAD, EAST OF 9TH STREET, SOUTH OF WEST COLONIAL DRIVE, AND NORTH OF MAGNOLIA STREET FROM ORANGE COUNTY C-3 WHOLESALE COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as 0.44 ± acres located at West Colonial Drive, west of Beulah Road, east of 9th Street, south of West Colonial Drive, and north of Magnolia Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-3 Wholesale Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

**SECTION 1: *Rezoning.*** The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-3 Wholesale Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

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

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

**SECTION 4: Effective Date.** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 26-14 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

PARCEL ID#: 25-22-27-9384-01-183

DESCRIPTION:

WINTER GARDEN MANOR L/117 THAT PART OF LOT 18 BLK A LYING WITHIN 40 FT ON EACH SIDE OF FOLLOWING DESC LINE: BEG 243.60 FT E OF NW COR OF SEC 25-22-27 TH RUN S00-00-45W 389.95 FT S25-20-45W 396.57 FT S00-17-15E 961.56 FT S02-35-15E 1560.82 FT S00-57-15E 307.50 FT TO END OF DESC LINE (DB 915/11)

Containing 0.44 acres, more or less.

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

**From:** Kelly Carson, Planning Director

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

**Date:** May 7, 2026                   **Meeting Date:** May 14, 2026

**Subject:**    **Ordinance 26-16**

**Issue:**       Ordinance 26-16 amending City of Winter Garden Code of Ordinances Chapter 118, Sections 118-729, 118-731, 118-773, 118-774 and 118-775.

**Discussion:**

Ordinance 26-16 would amend City of Winter Garden Code of Ordinances Chapter 118, Sections 118-729, 118-731, 118-773, 118-774 and 118-775 to amend the list of Special Exception and Prohibited Uses in the I-1 and I-2 zoning districts, providing for additional uses determined to be similar in type and intensity and compatible with permitted uses and clarifying prohibited uses.

The purpose of this ordinance is to allow the Board to consider uses that are otherwise consistent and compatible with existing industrial uses. Maintaining a narrow list of special exception uses, without the ability to consider functionally similar uses, may result in unnecessary regulatory rigidity and limit appropriate economic development opportunities. Furthermore, it is also necessary to clarify prohibited uses in order to not unintentionally allow uses that are detrimental to the health, safety, and welfare of the community.

**Recommended Action:**

Staff recommends approval of Ordinance 26-16.

**Attachment(s)/References:**

Ordinance 26-16  
Business Impact Estimate

**ORDINANCE 26-16**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 118 OF THE CODE OF ORDINANCES, AMENDING SECTIONS 118-729, 118-731, 118-773, 118-774 AND 118-775 RELATING TO SPECIAL EXCEPTION USES AND PROHIBITED USES IN THE I-1 (LIGHT INDUSTRIAL AND WAREHOUSING) AND I-2 (GENERAL INDUSTRIAL) DISTRICTS; PROVIDING FOR ADDITIONAL USES DETERMINED TO BE SIMILAR IN TYPE AND INTENSITY AND COMPATIBLE WITH PERMITTED USES AND CLARIFYING PROHIBITED USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission finds that the existing list of special exception uses within the I-1 Light Industrial and Warehousing and I-2 General Industrial zoning districts may not anticipate all potential land use types or evolving industrial and commercial activities; and

**WHEREAS**, the City Commission finds it appropriate to allow for consideration of additional uses that are similar in type and intensity and compatible with permitted uses, subject to review through the established special exception process; and

**WHEREAS**, the Planning and Zoning Board, through the special exception process set forth in Section 118-97, is authorized to evaluate proposed uses on a case-by-case basis and to ensure that such uses meet established compatibility and impact criteria; and

**WHEREAS**, the City Commission finds that a narrow and limited list of special exception uses, without the ability to consider functionally similar uses, may result in unnecessary regulatory rigidity and limit appropriate economic development opportunities; and

**WHEREAS**, in light of adding more flexibility with special exception uses within the I-1 and I-2 zoning district, it is necessary to clarify prohibited uses in order to not unintentionally allow uses that are unintended; and

**WHEREAS**, the proposed amendments are consistent with the goals, objectives, and policies of the City's Comprehensive Plan, including those related to economic development, land use compatibility, and efficient use of industrial lands; and

**WHEREAS**, the City Commission in good faith determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety and welfare of the public.

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

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

**SECTION 2. Authority.** The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

**SECTION 3. City Code Amendment. Chapter 118, Section 118-729 and Section 118-731 of the Winter Garden Code of Ordinances** is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

**Sec. 118-729. – Special exceptions.**

In the I-1 light industrial and warehousing district, the uses permitted as special exceptions pursuant to section 118-97 are as follows:

- (1) Freight handling and transportation terminals.
- (2) Planned industrial developments including office and business parks.
- (3) Commercial uses which are deemed compatible with the principal uses in this zone.
- (4) Body art establishments.
- (5) Other uses which the Planning and Zoning Board determines are of the type and intensity of activity similar to and/or compatible with the permitted uses in the I-1 district.
- (6) Any otherwise permitted use that is proposed to consume more than 50 equivalent residential units (ERUs) of potable water.

\*\*\*

**Sec. 118-731. - Prohibited uses and structures.**

In the I-1 light industrial and warehousing district, the uses and structures prohibited are as follows:

- (1) Residential uses, except as provided under [section 118-728](#) for permitted accessory structures and uses.
- (2) Motels, hotels, roominghouses.
- (3) Outside storage, except for wholesale automobile or farm equipment. Any motor vehicles stored outside must be in operating condition at all times.

(4) All uses not specifically or provisionally permitted in this division or any use not in keeping with the industrial character of the district.

(5) Concrete, block, and asphalt plants including batch plants.

(6) Automobile junkyards, scrap yards, and salvage yards.

(7) Any use deemed objectionable because it may be noxious or injurious because of the production or emission of dust, smoke, refuse matter, odor, gas, fumes, noise, vibration or similar substances or conditions, and any one or combination of these may be prohibited; however, any one of these uses may be permitted if not a specific use prohibited by this section and approved by the planning and zoning board and subject to the conditions, restrictions, requirements and safeguards as may be deemed necessary by the planning and zoning board for the protection of health, safety and general welfare of the area.

(8) Storage or manufacturing of liquefied petroleum products and petrochemical products.

(9) The separation, grinding, manufacturing or recycling of plastics.

(10) Manufacturing of chemical products, liquid fertilizer, corrosive acid and explosives.

(11) Electric power generation plants and nuclear reactors, including small modular reactors (SMRs).

**SECTION 4. City Code Amendment. Chapter 118, Section 118-773, 118-774 and 118-775 of the Winter Garden Code of Ordinances** is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

**Sec. 118-773. - Permitted accessory uses and structures.**

Permitted accessory uses and structures in the I-2 general industrial district are as follows:

(1) Offices clearly accessory to one or more principal uses.

(2) Retail sales of products manufactured, processed or stored upon the premises.

(3) Customary accessory uses of one or more of the principal uses, clearly incidental and subordinate to the principal use, in keeping with the industrial character of the district.

(4) Dwelling unit for caretaker or watchman employed on the premises.

~~(5) Outside display or storage; however, if any outside display or storage is approved the area shall have an opaque screen on all sides in order to avoid any deleterious impact on adjacent properties.~~

**Sec. 118-774. – Special exceptions.**

In the I-2 general industrial district, the uses permitted as special exceptions pursuant to section 118-97 are as follows:

- (1) Concrete, block, and asphalt plants including batch plants.
- (2) Bulk storage of chemical or petrochemical products.
- (3) Any structure higher than 40 feet.
- (4) Any outside display or storage. Any outside display or storage area shall have an opaque screen on all sides in order to avoid any deleterious impact on adjacent property.
- (5) Bulk storage of compressed gases or cryogenic materials.
- (6) Body art establishments.
- (7) Other uses which the Planning and Zoning Board determines are of the type and intensity of activity similar to and/or compatible with the permitted uses in the I-2 district.
- (8) Any otherwise permitted use that is proposed to consume more than 50 equivalent residential units (ERUs) of potable water.

\*\*\*

**Sec. 118-775. - Prohibited uses and structures.**

In the I-2 general industrial district, the uses and structures prohibited are as follows:

- (1) Residential uses.
- (2) Motels, hotels, roominghouses.
- (3) All uses not specifically or provisionally permitted in this division; except as provided for under [section 118-774](#), any uses not in keeping with the industrial character of the district.
- (4) Any use deemed objectionable because it may be noxious or injurious because of the production or emission of dust, smoke, refuse matter, odor, gas, fumes, noise, vibration or similar substances or conditions and any one or combination of these may be prohibited; however, any one of these uses may be permitted if not a specific use prohibited by this section and approved by the planning and zoning board and subject to the conditions, restrictions, requirements and safeguards as may be deemed necessary by the planning and zoning board for the protection of health, safety and general welfare of the area.
- (5) The separation, grinding, manufacturing or recycling of plastics.
- (6) Manufacturing of chemical products, liquid fertilizer, corrosive acid and explosives.

(7) Electric power generation plants and nuclear reactors, including small modular reactors (SMRs).

**SECTION 5: Codification:** Sections 3 and 4 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made

**SECTION 6: Conflicts:** In the event of a conflict or conflicts between this Ordinance and other Ordinances, this Ordinance controls to the extent of the conflict.

**SECTION 7: Severability:** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 8: Effective Date:** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

**FIRST READING:** \_\_\_\_\_, 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

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

ATTEST:

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



## Business Impact Estimate

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

Proposed ordinance's title/reference: **Ordinance 26-16** – Amending City of Winter Garden Code of Ordinances Chapter 118, Sections 118-729, 118-731, 118-773, 118-774 and 118-775.

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

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

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

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

*Ordinance 26-16 would amend City of Winter Garden Code of Ordinances Chapter 118, Sections 118-729, 118-731, 118-773, 118-774 and 118-775 to amend the list of Special Exception and Prohibited Uses in the I-1 and I-2 zoning districts, providing for additional uses determined to be similar in type and intensity and compatible with permitted uses and clarifying prohibited uses.*

*The purpose of this ordinance is to allow the Board to consider uses that are otherwise consistent and compatible with existing industrial uses. Maintaining a narrow list of special exception uses, without the ability to consider functionally similar uses, may result in unnecessary regulatory rigidity and limit appropriate economic development opportunities. Furthermore, it is also necessary to clarify prohibited uses in order to not unintentionally allow uses that are unintended.*

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

*There should be little direct negative economic impact on the proposed ordinance on private, for-profit businesses in the City. This ordinance would provide more opportunities for businesses that are not strictly industrial to be considered on a case-by-case basis in the I-1 and I-2 Districts. The new prohibited uses provide better clarification on the types of noxious or hazardous uses that were already considered objectionable per code.*

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

*No direct compliance costs should be incurred by businesses as a result of adopting this ordinance other than the expanded list of businesses who may need to apply for a Special Exception Permit to be considered per the new regulations, whereas before they would not have even had the opportunity.*

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

*No new charges or fees will be imposed by this ordinance other than perhaps the application fees for a Special Exception permit if a proposed business chooses to apply.*

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

*The estimated regulatory costs to the City will be minimal and will be largely due to reviewing any new Special Exception Permits.*

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

*The proposed ordinance is not anticipated to have any negative impacts on any businesses. The proposed ordinance provides the business community with more flexibility and clarity as it pertains to uses in Industrial Districts.*

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

N/A

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

**From:** Kelly Carson, Planning Director

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

**Date:** April 24, 2026

**Meeting Date:** May 14, 2026

**Subject:** 841 Tilden Oaks Trail & 15411 E Oakland Ave (Ordinance 26-11)  
**Lot 478 & Tract P Easement Vacation**  
PARCEL ID # 21-22-27-6100-04-780; 21-22-27-6100-16-000

**Issue:** The applicant is requesting to vacate certain drainage and utility easements that exist over property located at 841 Tilden Oaks Trail & 15411 E Oakland Avenue.

**Discussion:**

The subject properties, located on northeast corner of E Oakland Avenue and Tilden Oaks Trail, are approximately 0.68 ± acres in total size. The properties are currently undeveloped. The applicant is requesting to vacate certain drainage and utility easements that were recorded with the final plat of the Oakland Park Unit 5 subdivision (as recorded in Plat Book 101, Page 73, of the Public Records of Orange County, Florida) in order to combine the lots and build a 8,732 sf mixed-use building as part of the McKinnon Square PCD. The rezoning of McKinnon Square was approved at the March 26, 2026, City Commission meeting, however lot combination and a final Certificate of Occupancy is contingent upon successful vacation of these easements.

The subject properties were recently rezoned and carry the zoning designation PCD (Planned Commercial Development), and are designated NC (Residential Neighborhood Commercial) on the Future Land Use Map of the Comprehensive Plan.

**Recommended action:**

Staff recommends adoption of Ordinance 26-11.

**Attachments/References:**

Location Map  
Ordinance 26-11  
DRC Staff Report

# LOCATION MAP

841 Tilden Oaks Trail & 15411 E Oakland Avenue



**ORDINANCE 26-11**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, VACATING AND ABANDONING A PORTION OF THE PLAT DEDICATED UTILITY AND DRAINAGE EASEMENT UPON LOT 478 AND TRACT P, OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 101, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

**WHEREAS**, TILDEN OAKS LLC (the "Owner") is the fee simple owner of Lot 478 and Tract P, Oakland Park Unit 5, according to the plat thereof recorded at Plat Book 101, Page 73, Public Records of Orange County, Florida located at 841 Tilden Oaks Trail & 15411 E Oakland Avenue, Winter Garden, Florida (the "Property"); and

**WHEREAS**, Owner has requested the City to vacate and abandon a portion of plat dedicated utility and drainage easement running along the shared boundary of Lot 478 and Tract P, Oakland Park Unit 5 subdivision in the area legally described and graphically depicted on **Exhibit "A"** attached hereto and incorporated herein (the "Proposed Vacated Easement"); and

**WHEREAS**, the petition to vacate the Proposed Vacated Easement was duly presented to the City Commission at a regular meeting; and

**WHEREAS**, it appears that the Owner is the fee simple owner of all of the above described Property and the vacation of the Proposed Vacated Easement will not affect the distribution of utility services to the public and public utility needs; and

**WHEREAS**, the City has received letters of no objection to the vacation of the Proposed Vacated Easement, from surrounding property owners, utility owners and the City of Winter Garden Staff; and

**WHEREAS**, it appears that all ad valorem taxes due and owing on said Property have been paid, that due and proper notice of the Owner's easement vacation request has been given as required by law, and proof of publication of said notice has been received by the City; and

**WHEREAS**, the City of Winter Garden is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, as well as the provisions of the City Charter and other law and therefore the City has the authority to vacate easements granted or dedicated to the City and public.

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

**SECTION 1:** Recitals. The above recitals are true and accurate and are incorporated herein.

**SECTION 2: Partial Easement Vacation —Utility and Drainage Easement.** The portion of the Utility and Drainage Easement depicted on **Exhibit “A”** and described above as the Proposed Vacated Easement located upon the Property is hereby vacated and abandoned. The remaining easements dedicated by the Oakland Park Unit 5 Plat are unaffected by this Ordinance.

**SECTION 3: Effective Date.** This Ordinance shall take effect immediately.

**SECTION 4: Recording.** A certified copy of this Ordinance shall be recorded in the public records of Orange County, Florida by the City Clerk. The recording of this Ordinance evidences the City’s termination and vacation of the Proposed Vacated Easement. In the event it is discovered that a scrivener’s error exists in this Ordinance and/or its exhibits, the City Manager and City Clerk are authorized to record a notice of scrivener’s error to correct the errors in this Ordinance and/or its exhibit(s).

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_ , 2026.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_ , 2026.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

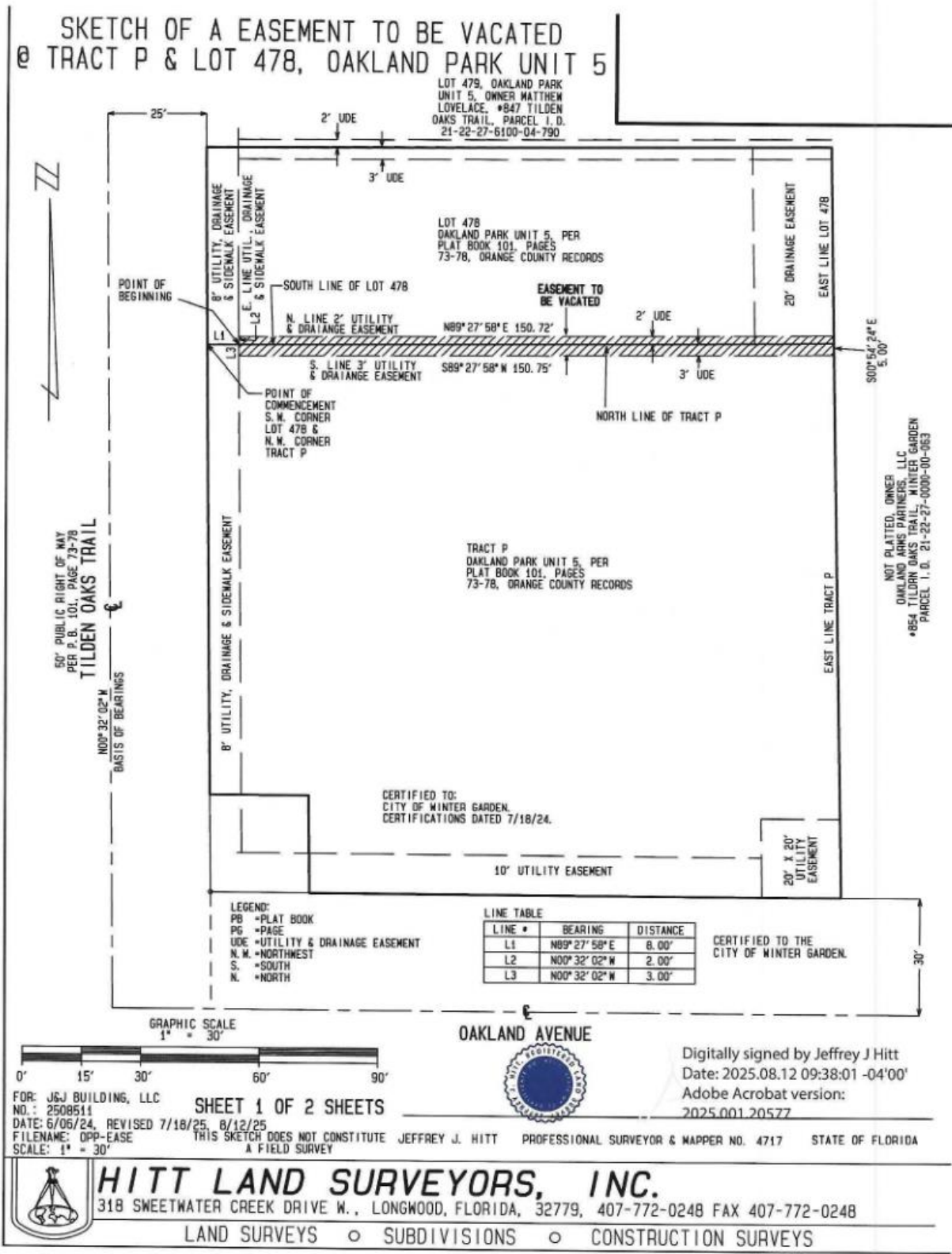
\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
RONISHA MARTIN, Interim City Clerk

EXHIBIT A

SKETCH OF A EASEMENT TO BE VACATED  
@ TRACT P & LOT 478, OAKLAND PARK UNIT 5



DESCRIPTION OF A EASEMENT TO BE VACATED  
@ TRACT P & LOT 478, OAKLAND PARK UNIT 5

A portion of Lot 478 and Tract P, OAKLAND PARK UNIT 5, according to the plat thereof as recorded in Plat Book 101, Pages 73 through 78 of the Public Records of Orange County, Florida, being more particululary described as follows:

COMMENCE at the Southwest corner of said Lot 478, also being the Northwest corner of said Tract P; thence run North 89°27'58" East along the South line of said Lot 478 and the North line of said Tract P for a distance of 8.00 feet to the POINT OF BEGINNING, thence run North 00°32'02" West along the East line of the 8.00 foot Utility, Drainage and Sidewalk Easement as shown on said OAKLAND PARK UNIT 5 PLAT for a distance of 2.00 feet to a point on the 2.00 foot Utility and Drainage Easement as shown on said Lot 478; thence run North 89°27'58" East, along said 2.00 foot Utility and Drainage Easement for a distance of 150.72 feet to a point on the East line of said Lot 478; thence run South 00°54'24" East, along the East line of said Lot 478 and the East line of said Tract P, for a distance of 5.00 feet to a point on the 3.00 foot Utility and Drainage Easement as shown on said Plat of OAKLAND PARK UNIT 5; thence run South 89°27'58" West, along the said 3.00 foot Utility and Drainage Easement for a distance of 150.75 feet to a point on the aforesaid 8.00 foot Utility, Drainage and Sidewalk Easement; thence run North 00°32'02" West, along said 8.00 foot Utility, Drainage and Sidewalk Easement for a distance of 3.00 feet to the POINT OF BEGINNING.

Said land lying, situate and being in the City of Winter Garden, Orange County, Florida and contains 754 square feet, more or less.

THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.

BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF TILDEN OAKS TRAIL, PER RECORDED PLAT OF OAKLAND PARK UNIT 5, AS RECORDED IN PLAT BOOK 101, PAGES 73 THROUGH 78 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ARE ON AN ASSUMED BASIS.

CERTIFIED TO THE CITY OF WINTER GARDEN.

SHEET 2 OF 2 SHEETS

FOR: J&J BUILDING, LLC

NO.: 2508511

DATE: 6/06/24 REVISED 7/18/25, 8/12/25

FILENAME: OPP-EASE

SCALE: 1" = 30'



**HITT LAND SURVEYORS, INC.**

318 SWEETWATER CREEK DRIVE W., LONGWOOD, FLORIDA, 32779, 407-772-0248 FAX 407-772-0248

LAND SURVEYS ◦ SUBDIVISIONS ◦ CONSTRUCTION SURVEYS

# 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 14, 2026  
**SUBJECT:** McKinnon Square – 4<sup>th</sup> REVIEW  
841 Tilden Oaks Trail & 15411 E Oakland Avenue – EASEMENT VACATION

Pursuant to your request, we have reviewed the proposed easement vacation request application received 8/14/24 for compliance with the City's site and stormwater requirements. The Applicant is requesting to vacate a combined 5' wide platted drainage & utility easement that divides a portion of the lots being combined (Tract P & Lot 478). This is the third review of the easement vacation request although the project is being reviewed for lot combination and PCD zoning. A condition of the lot combination required the easements be vacated.

#### **ENGINEERING COMMENTS**

We recommend approval subject to approval by all other departments, and the following conditions and comments (any underlined comments shall be addressed prior to sending to the P & Z Board and City Commission):

1. The Planning Department shall review and approve proposed setbacks, etc. that may be affected by the easement vacation.
2. City staff has verified that no City-owned utilities or stormwater improvements are located within the easement.
3. See City Attorney and City Surveyor comments – not available at the time of this review.
4. Any construction on the property, including buildings and site work shall have an engineered site plan submitted, reviewed, and approved by the DRC and City Commission prior to any building permit issuance.

#### **CITY ATTORNEY COMMENTS**

5. No further comments.

#### **CITY SURVEYOR COMMENTS**

6. No further comments.

#### **STANDARD GENERAL CONDITIONS**

7. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
8. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

9. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
10. The Owner and Contractor are responsible for meeting all provisions of ADA and Florida Accessibility Code, including accessible route sidewalks that will connect to public sidewalks on S.R. 50.
11. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
12. Approval by the City Commission (site plan) will be required prior to issuance of site or building permit(s).
13. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the site or building permit.
14. Additional comments will be generated at subsequent reviews.

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

**END OF MEMORANDUM**



## Business Impact Estimate

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

Proposed ordinance's title/reference: Ordinance 26-11 (841 Tilden Oaks Trail & 15411 E Oakland Ave)

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

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

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

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Ordinance 26-11 will vacate certain drainage and utility easements that were recorded with the final plat of the Oakland Park Unit 5 subdivision (as recorded in Plat Book 101, Page 73, of the Public Records of Orange County, Florida) in order to combine lots and build a mixed-use building.

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

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

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

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

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

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

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

**From:** Kelly Carson, Planning Director

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

**Date:** May 7, 2026

**Meeting Date:** May 14, 2026

**Subject:** Resolution 26-06 Adopting a new Temporary Use Permit policy for temporary seasonal fireworks sales

**Issue:** This resolution adopts a formal City policy governing the issuance of Temporary Use Permits (TUPs) for the temporary outdoor sale of fireworks within the City. The policy is intended to ensure compliance with Florida law, which limits the number of fireworks permits municipalities may issue each year, while also establishing a clear, fair, and consistent process for reviewing and allocating permits. The resolution incorporates the policy as Exhibit "A" and authorizes the City to administer fireworks TUPs in accordance with the adopted procedures.

Under the policy, the City may issue a maximum of six fireworks TUPs per fiscal year, with no more than three permits issued for the New Year's Eve season and three for the Fourth of July season. Permits will be issued on a first-come, first-served basis to applicants meeting all City code requirements, including fire safety standards and compliance with code enforcement regulations. The policy also establishes application windows, limits applicants to two submissions per holiday season and one location per application, and clarifies that TUPs are non-renewable and do not create any vested right to future approvals.

**Recommended action:**

Motion to approve Resolution 26-06

**RESOLUTION 26-06**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ADOPTING A POLICY GOVERNING THE ISSUANCE OF TEMPORARY USE PERMITS FOR THE TEMPORARY OUTDOOR SALE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 10(5), Chapter 2007-67, Laws of Florida, limits the number of permits a municipality may issue each year for the retail sales of sparklers and fireworks from temporary structures; and

**WHEREAS**, the City of Winter Garden (the “City”) regulates temporary outdoor sales activities, including the temporary outdoor sale of fireworks, through the issuance of Temporary Use Permits (“TUPs”) under the City’s Code of Ordinances and applicable regulations; and

**WHEREAS**, because the number of available permits is limited by state law, the City Commission finds it necessary and appropriate to adopt a clear and uniform policy governing the receipt, processing, and allocation of TUP applications for the temporary outdoor sale of fireworks; and

**WHEREAS**, the City Commission finds that adopting clear and uniform procedures will promote orderly administration, equitable treatment of applicants, and consistency with applicable Florida law; and

**WHEREAS**, the City Commission desires to adopt the policy attached hereto as Exhibit “A” for the issuance of TUPs for the temporary outdoor sale of fireworks, pursuant to the City’s home rule powers under Article VIII, Section 2(b), Florida Constitution, and Chapter 166, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, THAT:**

**SECTION I. *Recitals.*** The foregoing “WHEREAS” clauses are hereby ratified, confirmed as true and correct, and incorporated as the findings and intent of this Resolution.

**SECTION II. *Adoption.*** The City Commission hereby adopts the *City of Winter Garden Policy on Temporary Outdoor Sales of Fireworks*, attached hereto as Exhibit “A” and incorporated herein by reference.

**SECTION III. *Conflicts.*** In the event of a conflict between this Resolution and other City ordinances or resolution, or parts of City ordinances or resolutions, this Resolution shall control to the extent of the conflict, as permitted by law.

**SECTION IV. *Severability.*** If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Resolution shall not be affected.

**SECTION V. *Effective date.*** This Resolution shall become effective upon adoption by the City Commission of the City of Winter Garden.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN ON \_\_\_\_\_, \_\_\_\_, 2026.

APPROVED:  
WINTER GARDEN CITY COMMISSION

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

ATTEST:

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

## Exhibit “A”

### **CITY OF WINTER GARDEN POLICY ON TEMPORARY OUTDOOR SALES OF FIREWORKS**

Pursuant to the limitations established by § 10(5), Chapter 2007-67, Laws of Florida, the City of Winter Garden will issue no more than a total of six (6) Temporary Use Permits (“TUP”) for the temporary outdoor sale of fireworks during each City fiscal year (*i.e.*, October 1st through September 30th), with no more than three of the six issued to coincide with New Year’s Eve holiday and no more than three of the six to coincide with the Fourth of July holiday. The limit of three TUPs per holiday season will not be affected by the issuance of less than three TUPs in the foregoing holiday season.

TUPs for temporary outdoor sale of fireworks will be issued on a first come, first serve basis to applications meeting all code and application requirements. The TUP application will need to meet all applicable codes and regulations, including limitations on the duration of temporary sales events and fire safety standards. Any property having an existing code violation or unpaid code enforcement fines will not be considered for a TUP for temporary outdoor sale of fireworks.

Applicants (vendors) obtaining a TUP for temporary outdoor sale of fireworks shall also pay for and obtain a business tax receipt (BTR) prior to the set-up of the temporary sales location at the subject property. A TUP for temporary outdoor sale of fireworks is not renewable or extendable. The issuance of a TUP or a BTR for temporary outdoor sale of fireworks in any fiscal year does not automatically authorize or allow its renewal for future City fiscal years. No applicant or property owner shall have a vested right to receive a TUP or any renewal of a TUP.

For an application to be considered for a TUP for the New Year’s Eve holiday, the City must receive a complete and compliant TUP application signed by both the entity legally authorized to act on behalf of the applicant and the property owner of record for the temporary business location proposed by the applicant between October 1<sup>st</sup> and November 15<sup>th</sup> (excluding City observed holidays, on Monday through Friday, between the hours of 9 a.m. and 4:30 p.m.). For an application to be considered for a TUP for the Fourth of July holiday, the City must receive a complete and compliant TUP application signed by both the entity legally authorized to act on behalf of the applicant and the property owner of record for the temporary business location proposed by the applicant between April 1<sup>st</sup> and May 15<sup>th</sup> (excluding City observed holidays on Monday through Friday, between the hours of 9 a.m. and 4:30 p.m.). Each business is limited to a maximum of two TUP application submittals per holiday and to only one eligible temporary business location per application.

**The City reserves the right to make and act upon interpretations of the aforementioned policy.**

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

**From:** Kelly Carson, Planning Director

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

**Date:** May 6, 2026                      **Meeting Date:** May 14, 2026

**Subject:** Binding Lot Combination Agreement  
**Lot 478 & Tract P Binding Lot Combination Agreement**  
841 Tilden Oaks Trl & 15411 E Oakland Ave (1.93 ± Acres combined)  
Parcel ID # 21-22-27-6100-04-780; 21-22-27-6100-16-000

**Issue:** Applicant is requesting to combine two lots in Oakland Park.

**Discussion:**

The applicant is proposing to combine two lots, Lot 478 and Tract P, located on the north side of E Oakland Avenue.

The lot combination is being requested because the applicant is constructing a new 8,732 square foot mixed-use building as part of the recently rezoned McKinnon Square PCD.

**Recommended action:**

Staff recommends approval of the Binding Lot Combination Agreement.

**Attachments/References:**

Location Map  
Binding Lot Combination Agreement

# LOCATION MAP

841 Tilden Oaks Trail & 15411 E Oakland Avenue



After Recording Return to:

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

Orange County Tax Identification # 21-22-27-6100-04-780  
21-22-27-6100-16-000

### **BINDING LOT COMBINATION AGREEMENT**

THIS BINDING LOT COMBINATION AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between Tilden Oaks LLC, a Florida limited liability company, whose address is 854 Tilden Oaks Trail, Winter Garden, FL 34787 (the "Owner"), and the City of Winter Garden, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL 34787 (the "City").

#### **WITNESSETH**

WHEREAS, Owner is the fee simple owner of two lots adjacent to each other located (having the tax parcel identification numbers listed above) within the corporate limits of the City of Winter Garden, County of Orange, State of Florida and legally described to wit:

Lot 478, Oakland Park Unit 5, according to the map or plat thereof, as recorded in Plat Book 101, Page(s) 73 through 78, inclusive, of the Public Records of Orange County, Florida.

and

Tract P, Oakland Park Unit 5, according to the map or plat thereof, as recorded in Plat Book 101, Page(s) 73 through 78, inclusive, of the Public Records of Orange County, Florida.

Less portion taken for Right of Way described as, A Parcel of land being of Tract P of Oakland Park Unit 5, according to the map or plat thereof, as recorded in Plat Book 101, Page(s) 73 through 78, inclusive, of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Tract P, thence North 00 Degrees 32 Minutes 02 Seconds West, along the West line of said Tract P and East right of way line of Tract CC (Tilden Oaks Trail), a public right of way of said Oakland Park Unit 5, a distance of 25.00 feet; thence South 89 Degrees 47 Minutes 15 Seconds East a distance of 25.00 feet; thence South 00 Degrees 32 Minutes 02 Seconds East a distance of 25.00 feet to the South line of said Tract P and North right of way line of Oakland Avenue; thence North 89 Degrees 47 Minutes 15 Seconds West, along the South line of said Tract P and North right of way line of Oakland Avenue, a distance of 25.00 feet to the Point of Beginning.

herein the "Property;" and

WHEREAS, the Owner desires to develop the Property as a single building site in service of a single principal use; and

WHEREAS, for reasons of land development code compliance, including concerning setbacks requirements and other requirements of the City of Winter Garden Code of Ordinances ("City Code") and for good principals of planning and engineering, the Owner is required to permanently combine the two adjacent lots (making up the Property described above) into one legal parcel of property, and

WHEREAS, the Property shall at all times be held and remain as a single, integral parcel and shall not be subdivided, sold or otherwise disposed of in lesser constituent parcels; and

WHEREAS, this Agreement allows the interior lot setback requirements to be disregarded so that the Property may be developed as a single development in service of a single principal use in compliance with the City Code; and

WHEREAS, this Agreement is a condition of City approval for site plan and lot combination to allow the development of the Property as requested by the Owner.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration given each to the other, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

1. RECITALS. The recitals contained above are true and correct and are incorporated herein as part of this Agreement.
2. LOT COMBINATION. The Property shall therefore be retained in single ownership, and shall remain as a single, integral parcel, and shall not be subdivided, severed, sold, leased, encumbered, or otherwise disposed of in lesser constituent parcels. So long as the Property complies with this requirement, the interior lot setback requirements of the City Code shall not apply, and any applicable setback requirements shall be established from the building site perimeter of the Property. Any sale, subdivision, lease or other disposal of the Property in violation of this Agreement shall be null, void and of no legal effect whatsoever.
3. BINDING NATURE OF THIS AGREEMENT. This Agreement shall be binding upon the successors, heirs, executors, administrators, and assigns of the Owner, and shall be a covenant running with the Property and this Agreement shall not be terminated unless the City agrees in writing to such termination. Said Agreement shall inure to the benefit of and be enforceable by all parties and persons claiming under them. The parties further agree that this Agreement is intended to and shall so bind future use and development of the Property and shall survive any conveyance by the Owner to any other party or purchaser and shall not merge into any contract, sale or deed, and shall remain in effect despite any separate conveyance of the individual lots merged by this Agreement.
4. JOINDER AND CONSENT. Simultaneously with the execution of this Agreement, the Owner hereby agrees to obtain any necessary Joinder and Consent to this Agreement from any superior interest, right, title, mortgage, lien, or encumbrance to the Property and record the same in the public records of Orange County, Florida concurrently with the recording of this Agreement. The Joinder and Consent shall subordinate the particular interest to this Agreement. A violation of this provision by Owner shall be a material default of this Agreement.

5. ENFORCEMENT. The Owner hereby covenants and agrees that this Agreement is enforceable through injunctive relief since monetary damages would be insufficient to redress a violation of this Agreement. Further, in the event Owner violates this Agreement, such violation as constitute a violation of the City Code and conditions of development orders, which the City may prosecute as through code enforcement proceedings or through other remedies afforded by law.

6. EFFECTIVE. This Agreement is to take effect immediately upon its execution.

7. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8. MISCELLANEOUS.

- a. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussion, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, written or oral, regarding the subject matter this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining parties hereto.
- c. This Agreement shall, at Owner's expense, be recorded in the Public Records of Orange County, Florida.
- d. Owner hereby acknowledges that it has freely voluntarily entered into this Agreement and that it has had the benefit or both given the opportunity to receive the advice independent legal counsel for all negotiations in connection with this Agreement.
- e. In the event it shall be necessary for the City to bring suit to enforce this Agreement on account of any breach of this Agreement by the Owner, the prevailing party shall be entitled to attorneys' fees and litigation costs against the non-prevailing party at both trial and appellate levels.
- f. Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City for any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, construction plan preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development order or permit.

9. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all

duly adopted ordinances, regulations, and policies of the City of Winter Garden now in effect and those hereinafter adopted.

- b. The location for the settlement of any and all claims, controversies or disputes, arising out of or relating to this Agreement, or any breach hereof, shall be in Orange County, Florida.
- c. The Owner agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property subject to this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first written above.

WITNESSES:

OWNER  
Tilden Oaks LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
James Costello, Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this \_\_\_\_ day of \_\_\_\_\_ 2026 by James Costello as Manager of Tilden Oaks LLC, a Florida limited liability company.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

WITNESSES:

CITY OF WINTER GARDEN

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Jon C. Williams, City Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this \_\_\_\_ day of \_\_\_\_\_ 2026 by Jon C. Williams as City Manager of Winter Garden.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

**From:** Kelly Carson, Planning Director

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

**Date:** May 7, 2026

**Meeting Date:** May 14, 2026

**Subject:** 13675 W Colonial Drive (Winter Garden Plaza)

**PARCEL ID# – 23-22-27-4036-00-091**

**Issue:** The applicant is requesting site plan approval for the property located at 13675 W Colonial Drive.

**Discussion:**

The applicant is requesting site plan approval to allow the demolition of the existing building and the construction of a one-story commercial building totaling 3,184 square feet. The plan includes enhanced landscaping as well as new parking.

The subject property is approximately 0.42 ± acres in size. The property has future land use designation of COM (Commercial) on the City's Future Land Use Map and carries a zoning designation of C-2 (Arterial Commercial).

**Recommended Action:**

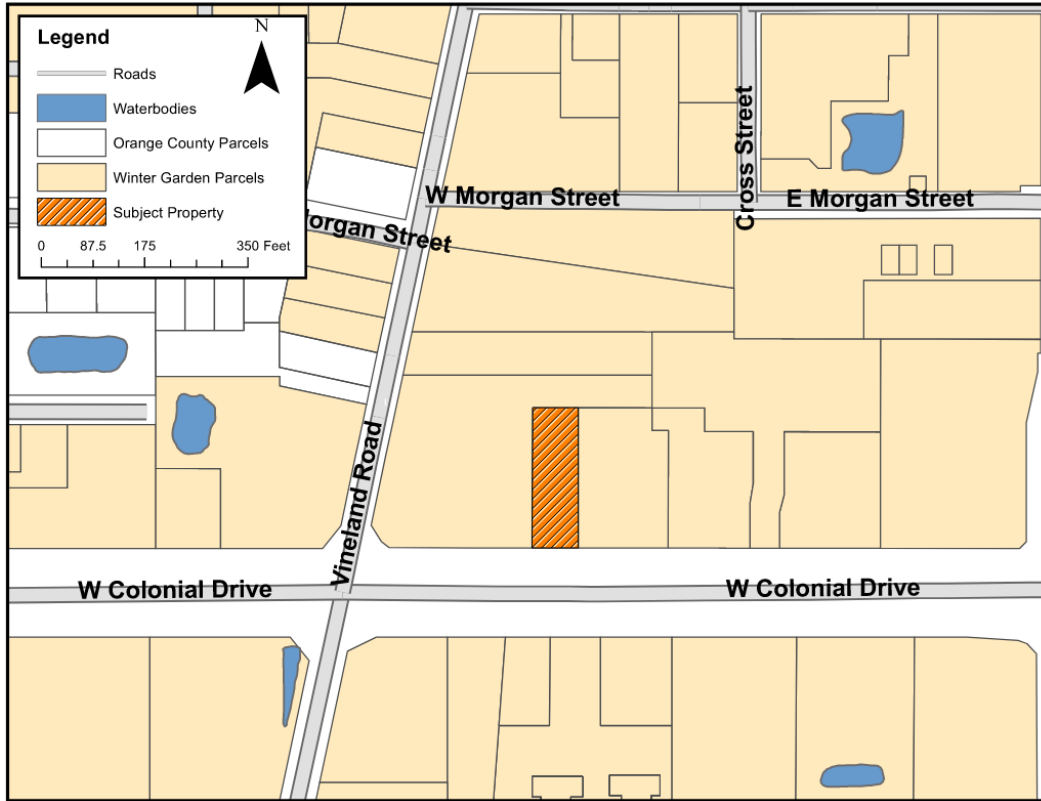
Staff recommends approval of the site plan subject to the conditions of the DRC staff report dated April 6, 2026. Development of the property is consistent with the City's Comprehensive Plan and the property's C-2 (Arterial Commercial) zoning district requirements.

**Attachment(s)/References:**

Location Map  
Staff Report  
Site Plan  
Building Elevations

# LOCATION MAP

13675 W Colonial Drive



# SITE DEVELOPMENT PLAN FOR: WINTER GARDEN PLAZA

## PARCEL ID# 23-22-27-4036-00-091

### 13675 W. COLONIAL DR., WINTER GARDEN, FL 32819

PREPARED FOR:

**WINTER GARDEN BROS, LLC**

**OWNER / DEVELOPER**  
WINTER GARDEN BROS, LLC  
6436 WINDER OAKS BLVD  
ORLANDO, FLORIDA 32819  
TEL: (407) 538-8883

**CIVIL ENGINEER**  
PROFESSIONAL ENGINEERING MANAGEMENT, INC  
9582 CYPRESS PINE SR  
ORLANDO, FLORIDA 32827  
TEL: (407) 832-1390

**SURVEYOR**  
ALTAMAX SURVEYING  
FLOOD TECHNICAL INFORMATION PROVIDERS, LLC  
910 BELLE AVENUE, SUITE 1140  
CASSELBERRY, FLORIDA 32708  
TEL: (407) 677-0200

**ARCHITECT/APPLICANT**  
CONCEPT DESIGN BUILD, LLC  
WEMBLEYCROSS WAY  
ORLANDO, FLORIDA 32828  
TEL: (407) 557-5577

**GEOTECHNICAL ENGINEERING**  
UNIVERSAL ENGINEERING SCIENCES  
3532 MAGGIE BOULEVARD  
ORLANDO, FLORIDA 32811  
TEL: (407) 423-0504

THESE CONSTRUCTION PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE CITY OF WINTER GARDEN LAND DEVELOPMENT REGULATIONS AND UTILITIES STANDARD SPECIFICATIONS. ALL CONSTRUCTION AND MATERIALS WITHIN RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION & UPDATES.

CONTRACTOR SHALL CALL  
**"SUNSHINE STATE ONE CALL"**  
1-800-432-4770  
A MINIMUM OF 2-DAYS AND A MAXIMUM  
OF 5-DAYS PRIOR TO START OF CONSTRUCTION



AERIAL MAP

## MARCH 2026

#### INDEX OF DRAWINGS

No.	SHEET TITLE
C-1	COVER SHEET
C-2	GENERAL NOTES & DETAILS
C-3	SITE PLAN
C-4	GRADING & DRAINAGE PLAN
C-5	UTILITY PLAN
C-6	SITE STANDARD AND UTILITY DETAILS
C-7	DEMOLITION AND EROSION CONTROL PLAN
C-8	DRAINAGE CROSS SECTION AND DETAILS
P-1	PHOTOMETRIC PLAN
L-1	LANDSCAPE PLAN
L-2	IRRIGATION PLAN
S-1	SURVEY PLAN

**Jose A Arvelo**  
Digitally signed by  
Jose A Arvelo  
Date: 2026.03.11  
22:31:33 -04'00'

**PEM** *PROFESSIONAL ENGINEERING MANAGEMENT, INC*  
Water Resources • Land Development • Civil Engineering  
9582 Cypress Pine St., Orlando, Florida 32827  
Tel: (407) 832-1390  
C.A.N.#: 28898

PROJECT NO. 24-7

GENERAL NOTES

- ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER OR ARCHITECT IN WRITING WITHIN 48 HOURS OF DISCOVERY NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF HE OR SHE FAILS TO PROVIDE WRITTEN NOTIFICATION.
- BOUNDARY AND TOPOGRAPHIC SURVEYS FOR THIS PROJECT WERE PERFORMED BY OTHER PROFESSIONAL ENGINEERING MANAGEMENT, INC (PEM) ASSUMES NO RESPONSIBILITY IN WHOLE OR IN PART FOR THE COMPLETENESS OR ACCURACY OF THE SURVEYS PEM HAS RELIED UPON THE SURVEYS IN PREPARING THE CIVIL ENGINEERING DESIGN SHOM IN THESE DRAWINGS. CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC DATA. LOCATIONS OF EXISTING SITE FEATURES AND ALL OTHER SITE CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS WERE DEPICTED FROM ACTUAL FIELD MEASUREMENTS AND/OR DERIVED FROM RECORD DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED CONSTRUCTION AND TO COORDINATE WITH UTILITY OWNERS TO RESOLVE THESE CONFLICTS.
- ALL MATERIALS, INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH LOCAL AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION WHERE THE SPECIFICATIONS CONFLICT THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- THE SUBSURFACE INFORMATION FOR THIS PROJECT WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION INFORMATION SHOWN INCLUDING WATER LEVELS, REPRESENTS EXISTING CONDITIONS AT THE SPECIFIC BORING LOCATIONS AT THE TIME THE BORINGS WERE MADE.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN STANDARDS.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN STANDARDS.
- EXISTING TOPOGRAPHY AND ROADWAY DATA SHOWN ARE BASED UPON TOPOGRAPHIC SURVEY.
- THE CONTRACTOR SHALL COORDINATE BETWEEN MECHANICAL, ELECTRICAL, IRRIGATION, FIRE SYSTEMS, CIVIL, ETC.... IF ANY DISCREPANCIES ARE FOUND THE CONTRACTOR IS TO NOTIFY THE ARCHITECT IN WRITING IMMEDIATELY.
- SIGNAGE AND STRIPING SHALL CONFORM TO THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SIGNS SHALL BE ERECTED ACCORDING TO THE REFERENCE NUMBERS DESIGNATED BY THE FOOT OR THE MUTCD.
- ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OWNER INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES.
- ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN OWNER'S SHALL BE REPORTED TO ENGINEER/OWNER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY ENGINEER/OWNER.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR ENGINEERING AND AGENCY APPROVAL PRIOR TO PROCUREMENT OF MATERIALS.
- CONTRACTOR TO SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER AND ENGINEER FOR ACCEPTANCE AND CERTIFICATIONS.
- MAINTENANCE OF TRAFFIC: ACCESS FOR LOCAL TRAFFIC SHALL BE MAINTAINED. IF DURING CONSTRUCTION ACCESS FOR LOCAL TRAFFIC IS CHANGED THEN THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE JURISDICTIONAL AGENCY A MINIMUM OF THREE WORKING DAYS IN ADVANCE. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH INDEX NO. 600 OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.
- ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE OWNER, ENGINEER & SURVEYOR WITHOUT DELAY DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA LICENSED LAND SURVEYOR SELECTED BY THE OWNER AT CONTRACTOR'S EXPENSE.
- ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACKFILLED WITH SELECT BACKFILL MATERIAL. ALL SELECT BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE SPECIFICATIONS.
- REFER TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX FOR CONSTRUCTION OF SITE ITEMS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC (MOT) PLANS & SIGNAGE THAT WILL BE REQUIRED FOR THIS PROJECT AND SHALL BE INCLUDED IN THE BID FOR THIS PROJECT.
- DURING CONSTRUCTION WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED.

GRADING AND DRAINAGE NOTES

- ALL OPEN DRAINAGE SWALES SHALL BE GRASSED. RIP RAP MUST BE PLACED AS NECESSARY TO CONTROL EROSION.
- BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF THE SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
- SPOT ELEVATIONS SHOWN FOR INLETS AND MANHOLES ARE AT TOP OF RIM.
- ALL GRADING AND SITE PREPARATION SHALL CONFORM TO SPECIFICATIONS.
- CONTRACTOR SHALL CONFIRM EXACT LOCATION OF ALL TIE-INS WITH ARCHITECTURAL PLANS PRIOR TO INSTALLATION OF ROOF PIPING AND ASSOCIATED FITTINGS.
- GRADING CONTRACTOR IS RESPONSIBLE FOR STRIPPING AND STOCKPILING OF TOPSOIL GRADING. CONTRACTOR IS ALSO RESPONSIBLE FOR SPREADING 4" OF TOPSOIL ON LANDSCAPE AREAS AND REMOVING FROM SITE EXCESS TOPSOIL. GRADING CONTRACTOR SHALL PREPARE SUBGRADE FOR PAVEMENT AND CURBS AND BACKFILL CURBS AFTER CURB CONSTRUCTION.
- AREAS WITHIN UMITS OF CONSTRUCTION/EASEMENTS OF CONSTRUCTION SHALL BE SODED WITH BAHIA SOD BY CONTRACTOR UNLESS OTHERWISE NOTED ON PLANS.
- ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED WITH 4' OF FILTER FABRIC.
- CONTRACTOR SHALL DEWATER WHERE REQUIRED.
- ALL STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE CLASS III, EXCEPT WHERE NOTED ON THE PLANS OR REQUIRED BY JURISDICTION.
- CONTRACTOR SHALL INCLUDE ACCURATE AS-BUILT DIMENSIONS AND ELEVATIONS OF THE STORMWATER MANAGEMENT AREAS IMMEDIATELY AFTER FINAL GRADING AND PRIOR TO GRASSING THE SLOPES. AT A MINIMUM, CONTRACTOR MUST PROVIDE TWO TYPICAL AS-BUILT CROSS-SECTIONS IN DIFFERENT DIRECTIONS. CONTRACTOR MUST OBTAIN ENGINEER'S APPROVAL PRIOR TO GRASSING. IF ANY MODIFICATIONS ARE NEEDED, ADDITIONAL AS-BUILTS MUST BE FURNISHED.
- GEOTECHNICAL SERVICES HAVE BEEN PROVIDED AS REFERENCED IN THE COVER SHEET. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF PEM. PEM HAS RELIED ON THE GEOTECHNICAL REPORTS IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER. PEM ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS OR ACCURACY OF GEOTECHNICAL INFORMATION.
- ALL OFF-SITE DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION, OR BETTER.
- ALL STORM STRUCTURES SHALL CONFORM WITH FDOT STANDARD INDEX DRAWINGS AND SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING, GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE CAST IRON UNLESS OTHERWISE SPECIFIED OR APPROVED.

GENERAL RAMP NOTES:

- BOTTOM OF CURB RAMP ELEVATION IS RELATIVE TO EACH CURB RAMP CONDITION. ACTUAL ELEVATIONS SHALL BE BASED ON EXISTING GRADE OF CURB FLOW LINE AT BOTTOM OF RAMPS.
- TOP OF CURB ELEVATION ADJACENT TO BOTTOM OF RAMP = 0.50 FT. UNLESS OTHERWISE NOTED.
- REFER TO PLANE SHEET FOR LOCATION AND SIDEWALK WIDTHS.
- THE DETECTABLE WARNING STRIP SHALL CONSIST OF A 24 INCH WIDE TACTILE PATTERN OF RAISED TRUNCATED DOMES (ALIGNED PATTERN). DOMES SHALL HAVE A DIAMETER OF 0.9 INCH, A HEIGHT OF 0.2 INCH, AND A CENTER TO CENTER SPACING OF 2.35 INCHES. THE RAMP DETECTABLE WARNING STRIP SHALL BE CONSTRASING IN COLOR. THE MATERIAL USED TO PROVIDE CONTRAST SHALL CONTRAST AT LEAST 70%.
- A 36 INCH MINIMUM FLAT SURFACE SHALL BE PROVIDED AT THE TOP OF ALL CURB RAMPS.
- RAMP CROSS SLOPES SHALL BE NO MORE THAN 50:1 OR 2% MAXIMUM.
- RAMPS CONSTRUCTED BY THE CONTRACTOR SHALL MEET ALL CURRENT APPLICABLE A.D.A. REQUIREMENTS AND SHALL HAVE DETECTABLE WARNING COMPLYING WITH A.D.A. REQUIREMENTS. ACCESSABLE ROUTES SHALL MEET ALL APPLICABLE A.D.A. REQUIREMENTS.
- CONTRACTOR SHALL REFER TO A.D.A. DETAILS AS NEEDED.
- SIDEWALK AND PAVEMENT CROSS SLOPES SHALL BE 2% MAXIMUM PER A.D.A. REQUIREMENTS.
- ACCESSABLE ROUTES WITH RUNNING SLOPES GREATER THAN 1:20 IS A RAMP AND SHALL COMPLY WITH A.D.A. RAMP REQUIREMENTS.
- IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO MEET ALL CURRENT A.D.A. STANDARDS. LOCATION

UTILITY NOTES

- SHOULD ANY DISCREPANCIES BE DISCOVERED THAT WOULD PREVENT CONSTRUCTION OF NEW IMPROVEMENTS AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 48 HOURS FOR A DETERMINATION AS TO THE DISPOSITION OF THE DISCREPANCIES. NO CLAIM WILL BE ALLOWED BY THE CONTRACTOR SHOULD HE FAIL TO PROVIDE THE REQUIRED NOTIFICATION PRIOR TO CONSTRUCTION.
- AN APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE IS REQUIRED FOR THE DOMESTIC WATERLINE (A.S.S.E. 1013). IT BILL BE INSTALLED AT THE POINT OF DELIVERY RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL CITY OR COUNTY UTILITY DEPARTMENT.
- THE IRRIGATION AND FIRE SYSTEMS ARE REQUIRED TO HAVE AN APPROVED DOUBLE CHECK VALVE ASSEMBLY (A.S.S.E. 1015). IT WILL BE INSTALLED AT THE POINT OF DELIVERY FROM THE LOCAL UTILITIES WATER SYSTEM. IN THE HORIZONTAL POSITION THE INSTALLER IS RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL UTILITY DEPARTMENT.
- THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR HELD VERIFICATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY TO ENSURE THE INTEGRITY OF THE SYSTEM.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. THE FOLLOWING COMPANIES SHALL BE CONTACTED BY THE CONTRACTOR:  

POWER:	DUKE ENERGY
WATER:	CITY OF WINTER GARDEN
SANITARY SEWER:	CITY OF WINTER GARDEN
TRASH:	CITY OF WINTER GARDEN
GAS:	N/A
TELEPHONE:	
CABLE:	SPECTRUM
- ALL PIPING TO HAVE A MINIMUM OF 3' COVER UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SEWER AND WATER LINES ARE TO BE CAPPED TEMPORARILY AT THEIR OPEN ENDS UNTIL BUILDING CONNECTIONS ARE CONSTRUCTED.
- CONSTRUCTION OF ANY UTILITIES PRIOR TO OBTAINING ALL APPROPRIATE UTILITY PERMITS WILL NOT BE ALLOWED.
- ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE STANDARDS OF THE LOCAL JURISDICTION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY.
- DISINFECTION SHALL BE COMPLETED IN ACCORDANCE WITH THE LOCAL STANDARDS AND AWWA C651 SPECIFICATIONS. ALL REPAIRS OR TESTING REQUIRED TO COMPLETE THIS WORK SHALL BE DONE AT CONTRACTOR'S EXPENSE.
- IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN A COPY OF THE FDEP WATER AND SEWER PERMITS ON SITE AT ALL TIMES AND PERFORM BACTERIOLOGICAL TESTING (B.T.) AFTER DESINFECTION IN ACCORDANCE WITH THE F.D.E.P. WATER PERMITS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, CONTRACTOR TO SUBMIT A SET OF AS-BUILT WATER AND SEWER DRAWINGS TO THE ENGINEER, THE AS-BUILT WATER DRAWING WILL NEED TO BE PREPARED PER CITY OR COUNTY REQUIREMENTS THE AS-BUILT SURS.WY DRAINCS WILL NEED TO BE PREPARED, SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR.
- THE CONTRACTOR SHALL PROTECT THE EXISTING ACTIVE MAIN FROM BACKFLOW CONTAMINATION DURING FILLING, FLUSHING, TESTING AND MAINTAIN A PRESSURE IN THE NEW MAINS DURING CONSTRUCTION. ALL PROTECTION METHODS SHALL CONFORM TO THE LOCAL UTILITY COMPANIES, FDEP, AND AWWA STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL COORDINATE GAS LINE LOCATION AND TIE-IN TO LOCAL NATURAL GAS DISTRICT. THE CONTRACTOR'S BID SHALL INCLUDE THE INSTALLATION OF THE NECESSARY GAS LINES FROM THE BUILDING TO THE ENSITING GAS LINE WITHIN THE LOCAL NATURAL GAS DISTRICT.
- ALL UTILITIES CONSTRUCTION CONNECTING TO THE SYSTEM SHALL CONFORM TO THE CITY OF ORLANDO SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION.
- THE CONTRACTOR SHALL FURNISH CERTIFIED FIRE FLOW DATA FOR ALL FIRE HYDRANTS WITHIN THE PROJECT. THE DATA SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER UPON COMPLETION OF THE WATER DISTRIBUTION SYSTEM.

UTILITIES RECORD DRAWINGS

- THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH RECORD SURVEYS OF THE INSTALLED WATER, RECLAIM, WASTEWATER AND STORMWATER SYSTEMS. REQUIREMENTS ARE AS FOLLOWS:
- PERFORMED BY A FLORIDA REGISTERED SURVEYOR
  - SIX SIGNED AND SEALED RECORD DRAWINGS SENT TO THE ENGINEER OF RECORD.
  - ELECTRONIC FORMATS OF THE RECORD DRAWINGS SHALL BE IN AUTOCAD 2000 OR HIGHER
  - A COPY OF THE ELECTRONIC FILES SENT TO THE ENGINEER OF RECORD.
  - A COPY OF THE INITIAL ELECTRONIC FILES CAN BE OBTAINED FROM THE ENGINEER OF RECORD.
- REQUIRED RECORD DRAWING DATA:
    - WATER, & RECLAIM UNE LOCATIONS, SIZE AND MATERIALS.
    - LOCATION OF WATER, RECLAIM & SEWER VALVES AND APPURTENANCES
    - MANHOLE TOP AND INVERT ELEVATIONS
    - DEPICT POTABLE WATER LINE CROSSING ACTUAL SEPARATION DISTANCES AND MITIGATION IF REQUIRED. (REFER TO UTILITY SEPARATION NOTES).
    - SAMPLE POINT LOCATIONS IN ACCORDANCE WITH THE FDEP PERMIT.
    - GRAVITY STORM AND SEWER LOCATIONS, INVERTS, PIPE SIZE AND MATERIALS.
    - PHOTOS OF ALL UTILITY CROSSINGS AND WATER MAINS SHALL BE TAKEN AT THE TIME OF CONSTRUCTION PRIOR TO BACKFILLING.

UTILITY SEPARATION REQUIREMENTS

- UTILITY SEPARATION REQUIREMENTS SHALL COMPLY WITH THE LATEST VERSION OF CHAPTER 82-555, F.A.C.
- HORIZONTAL SEPARATION BETWEEN WATER MAINS AND STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. SHALL BE A MINIMUM OF THREE (3) FEET FROM OUTSIDE TO OUTSIDE OF PIPES. HORIZONTAL SEPARATION BETWEEN WATER MAINS AND GRAVITY OR PRESSURE SANITARY SEWER MAINS AND RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. SHALL BE A MINIMUM OF SIX (6) FEET AND PREFERABLY TEN (10) FEET, FROM OUTSIDE TO OUTSIDE OF PIPES. THE MINIMUM HORIZONTAL SEPARATION SHALL BE REDUCED TO THREE (3) FEET WHERE THE BOTTOM OF THE WATER MAIN IS SIX (6) INCHES ABOVE THE GRAVITY TYPE SANITARY SEWER.
- VERTICAL SEPARATION BETWEEN WATER MAINS AND ALL PRESSURE OR GRAVITY SEWERAGE SYSTEMS SHALL BE A MINIMUM OF TWELVE (12) INCHES UNLESS THE WATER MAIN IS CONSTRUCTED OVER GRAVITY SANITARY OR STORM SYSTEM. THEN A MINIMUM OF SIX (6) INCHES IS ACCEPTABLE. AT THE CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE CENTERED SO JOINTS ARE AS FAR APART AS POSSIBLE. ALL JOINTS SHALL BE A MINIMUM OF THREE (3) FEET APART FOR STORM AND RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. ALL JOINTS SHALL BE A MINIMUM OF SIX (6) FEET APART FOR STORM AND RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

PAVING AND GRADING NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDISON, BY THE STATE OF FLORIDA AND ALL SUPPLEMENTS THERETO AND CONSTRUCTION DETAILS FOR THIS PROJECT.
- THE LOCATIONS OF EXISTING UTILITIES, SUCH AS WATER MAINS, SEWERS, GAS LINES, ETC. AS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. HOWEVER, THE ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OF THE LOCATIONS SHOWN. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAVE THEIR FACILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK.
- THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTING PRIOR TO COMPLETION OF CONSTRUCTION.
- SURVEY MONUMENTS OR BENCHMARKS WHICH HAVE TO BE DISTURBED BY THIS WORK SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR.
- THE CONTRACTOR SHALL CONSTRUCT PAVEMENT IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AND F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE FINISHED PAVEMENT GRADE SHALL CONFORM TO THE SPECIFIED ON THE SITE GRADING PLAN.
- UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATIONS AT PROPERTY LINES.
- EXCAVATION AND REMOVAL OF UNSUITABLE FILL AND COMPACTION SHALL BE DONE IN ACCORDANCE WITH THE SOIL ENGINEER'S RECOMMENDATIONS.
- ALL IMPORTED FILL MATERIAL SHALL BE APPROVED BY THE SOIL ENGINEER AND SHALL CONTAIN NO MORE THAN 10% FINES UNLESS APPROVED BY THE SOILS ENGINEER.
- ALL WATER, SANITARY SEWER AND STORM WATER IMPROVEMENTS SHALL BE INSTALLED AND MAINTAINED BY THE DEVELOPER/OWNER IN CONFORMANCE WITH THE COUNTY OR CITY STANDARDS.
- ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.



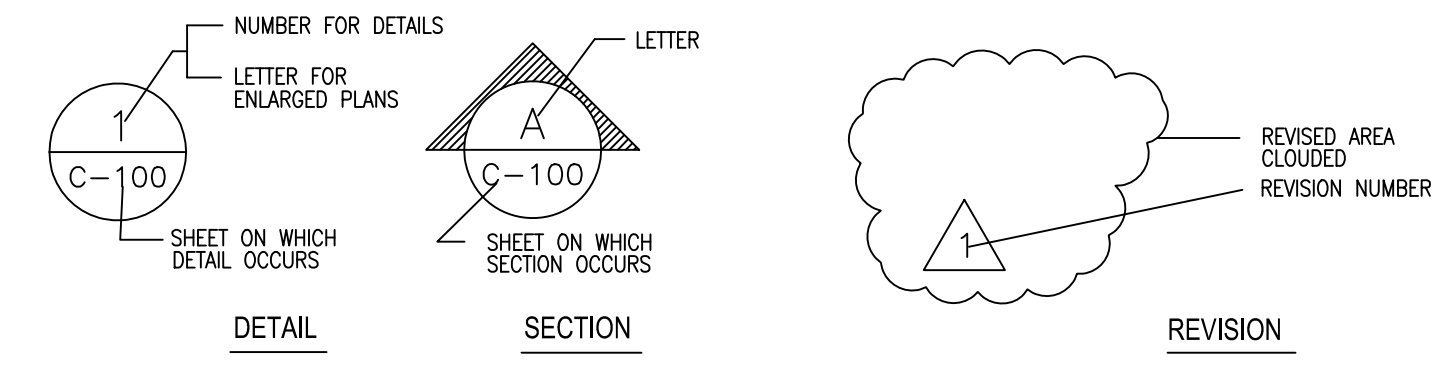
APP	DESCRIPTION	DATE
	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024	1 12-10-24
	CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025	2 01-01-25
	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026	3 03-10-26

DATE	DESCRIPTION
12-10-24	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024
01-01-25	CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025
03-10-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026

<b>GENERAL NOTES</b>	
WINTER GARDEN PLAZA	13675 W COLONIAL DR
13675 W COLONIAL DR	WINTER GARDEN, FL 34787
SCALE:	
DATE:	JAN 2026
DESIGN:	
DRAWN:	
CHECKED:	
CADD:	
JOB NO.	SHEET
24-7	C-2

**Jose A Arvelo**  
 Digitally signed by Jose A Arvelo  
 Date: 2026.03.11 22:32:33 -04'00'

DETAILS & REVISIONS

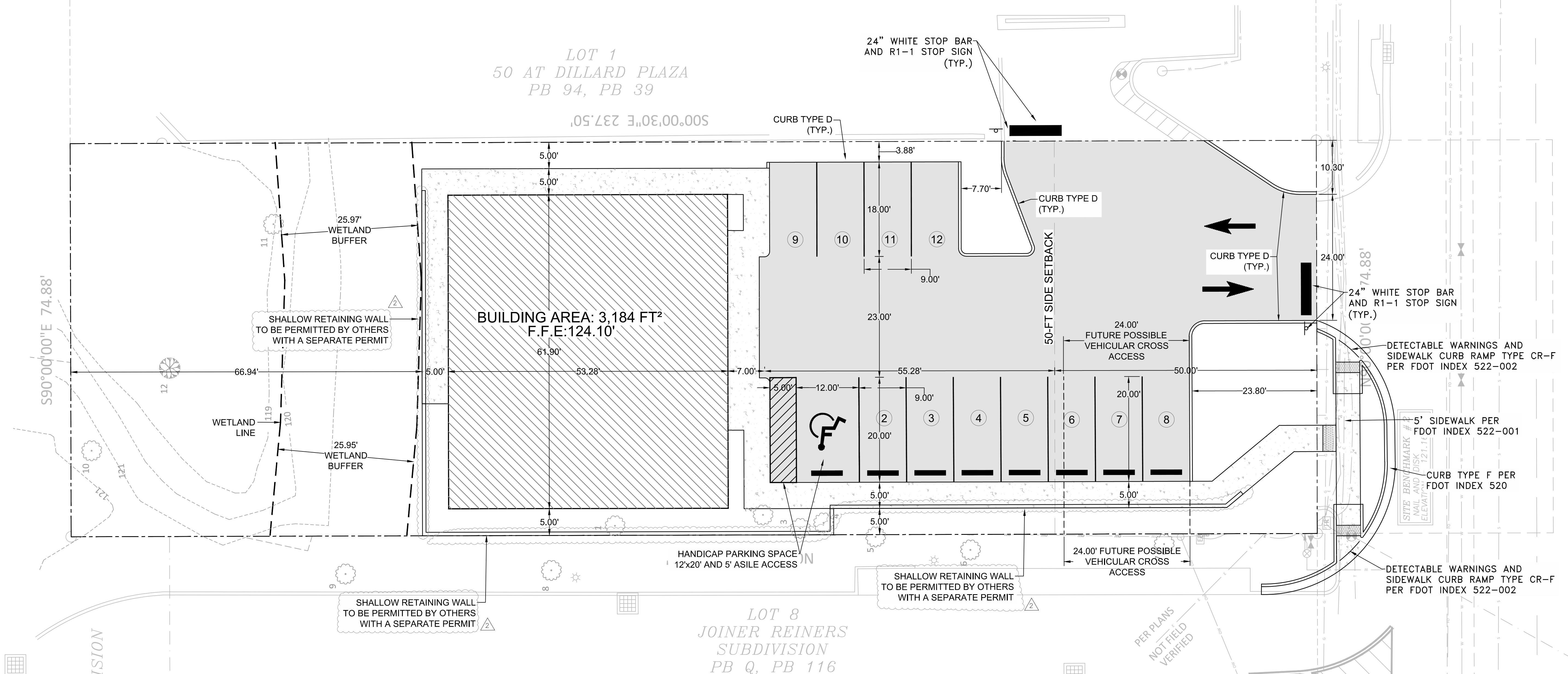
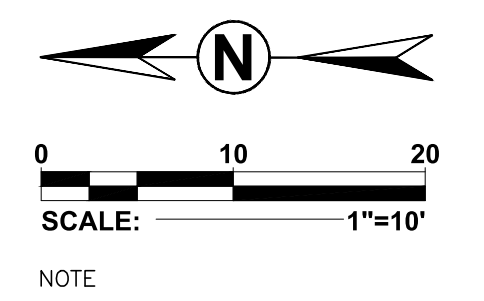


CONTRACTOR SHALL CALL  
**"SUNSHINE STATE ONE CALL"**  
 1-800-432-4770  
 A MINIMUM OF 2-DAYS AND A MAXIMUM  
 OF 5-DAYS PRIOR TO START OF CONSTRUCTION

**PROPERTY DATA:**

PARCEL ADDRESS: 13675 W. COLONIAL DR, WINTER GARDEN FL 32819  
 PARCEL I.D. : 23-22-27-4036-00-091

LEGAL DESCRIPTION :  
 JOINER REINERS SUB Q/116 W 74.88 FT LOT 9 (LESS S 45 FT FOR STATE RD)



**PROJECT DATA:**

- |   |  |
|---|--|
| <p>1 PROJECT DESCRIPTION: CONSTRUCTION OF 3,184 SF RETAIL BUILDING AND ASSOCIATED SITE WORK</p> <p>2 EXISTING ZONING: C-2<br/>PROPOSED ZONING C-2</p> <p>3 FUTURE LAND USE: COM-COMERCIAL</p> <p>4 PROPOSED USES: RETAIL</p> <p>5 TOTAL SITE AREA: 18,412 sqft +/- 0.42 ac</p> <p>6 PROPOSED NUMBER OF BUILDINGS: 1</p> <p>7 PROPOSED BUILDING AREA : 3,184.0 SF</p> <p>8 TOTAL PARKING/SIDEWALK AREA: 6,294 SF<br/>TOTAL BUILDING AREA: 3,184 SF<br/>TOTAL IMPERVIOUS AREA: 10,108 SF (0.23 AC) 54.8%<br/>TOTAL PERVIOUS AREA: 8,034 (0.19 AC) 45.2%</p> <p>9 SETBACKS<br/>SOUTH BOUNDARY: 50' FROM STATE ROAD 50<br/>SIDE INTERIOR: 0' or 20' WHEN ABUTTING A RESIDENTIAL ZONING DISTRICT<br/>REAR: 20' WHEN ABUTTING A RESIDENTIAL ZONING DISTRICT</p> | <p>10 PARKING CALCULATIONS<br/><br/>NUMBER OF PARKING SPACES REQUIRED ACCORDING TO SEC. 118-1386<br/>RETAIL: 3 PARKING SPACES FOR EACH 1,000 SF AND FRACTION OF GROSS FLOOR AREA SPACES REQUIRED: 10 (9 PARKING SPACES + 1 HANDICAP PARKING SPACES)<br/>PROPOSED REGULAR PARKING SPACES: 11<br/>HANDICAP PARKING SPACE: 1</p> <p>11. REQUIRED MAXIMUM BUILDING HEIGHT= 35' MAXIMUM<br/>PROPOSED BUILDING HEIGHT = 20' SINGLE STORY</p> <p>12. FLOOR AREA RATIO: 0.19</p> <p>13. MAXIMUM IMPERVIOUS AREA: 0.67</p> <p>14. PROJECTED TRIP CALCULATION:<br/>RETAIL: 3,422 SF<br/>ITE 9th EDITION, CODE (150), RATE: 3.56 TRIPS/1000 SF = 99.8 VPD</p> <p>15. FEMA FLOOD MAP: ZONE X, PANEL 12095C0215H, EFF. 9/24/2021</p> <p>16. SOILS.<br/>52 WABASSO-URBAN LAND COMPLEX<br/>3 BASINGER FINE SAND</p> |
|---|--|

**CITY OF WINTER GARDEN NOTES:**

- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
- ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE (NOTE ON PLAN).
- ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- USE CITY STANDARD DETAIL SHEETS FOR UTILITIES AND PUBLIC WORKS IN FUTURE SUBMITTALS (SEE CITY WEBSITE).
- IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC. (SEE UNDER ON-LINE FORMS ON WEBSITE).
- MINIMUM 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTAGES PURSUANT TO CITY CODE (AS SHOWN). EXISTING SIDEWALKS, CURBS, OR PAVEMENT WILL BE CHECKED AT COMPLETION AND ANY DAMAGED SECTIONS SHALL BE REPLACED.

**Jose A Arvelo**  
 Digitally signed  
 by Jose A Arvelo  
 Date: 2026.03.11  
 22:33:15 -04'00'

CONTRACTOR SHALL CALL  
**"SUNSHINE STATE ONE CALL"**  
 1-800-432-4770  
 A MINIMUM OF 2-DAYS AND A MAXIMUM  
 OF 5-DAYS PRIOR TO START OF CONSTRUCTION

PROFESSIONAL ENGINEERING MANAGEMENT, INC.  
 Water Resources • Land Development • Civil Engineering  
 9582 Cypress Pine St, Florida 32827  
 Tel/Fax: (407) 201-6746  
 CAN# 25895

APP	DATE	DESCRIPTION
1	12-10-24	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024
2	01-07-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 01-16-2026
3	03-10-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026

SITE PLAN

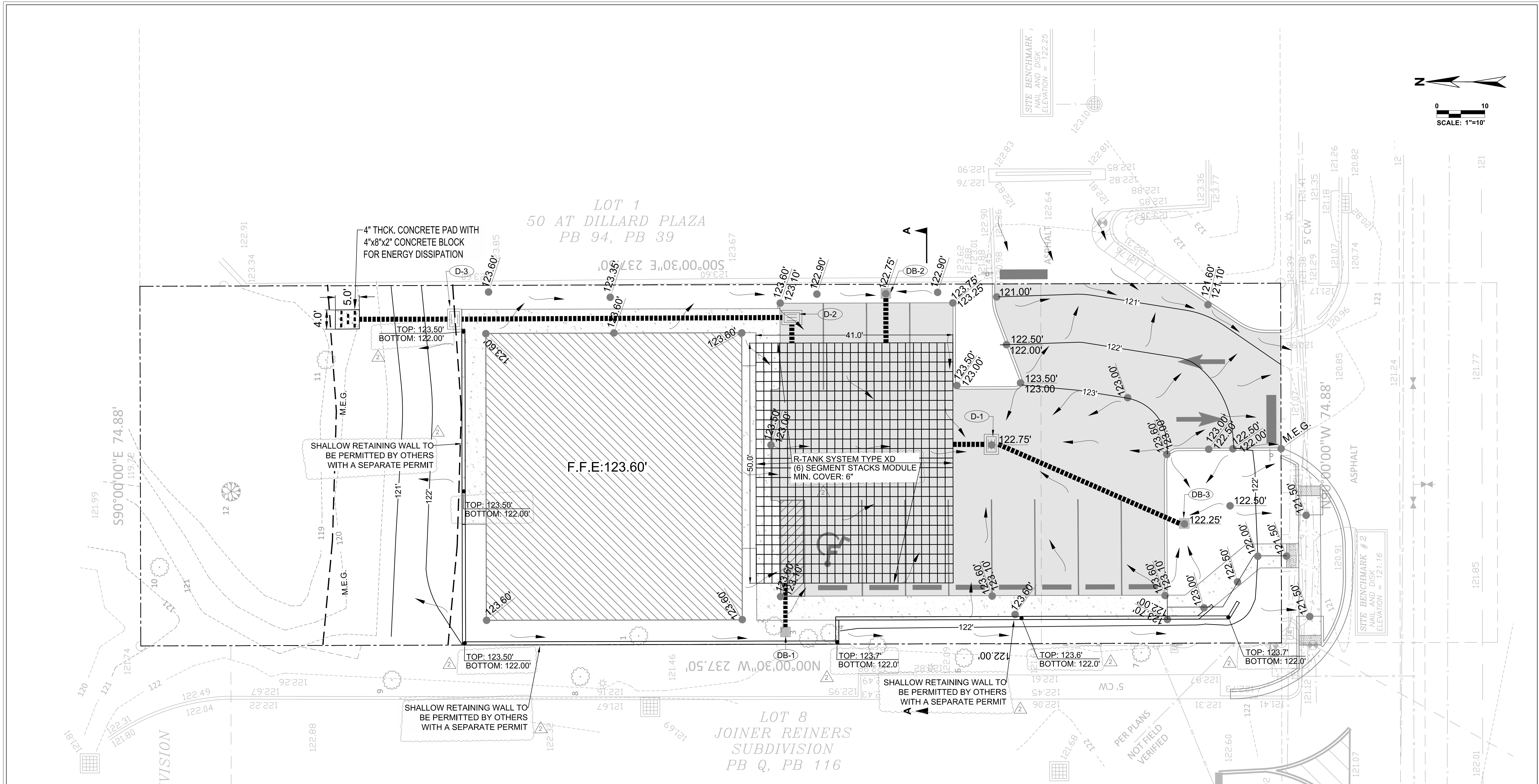
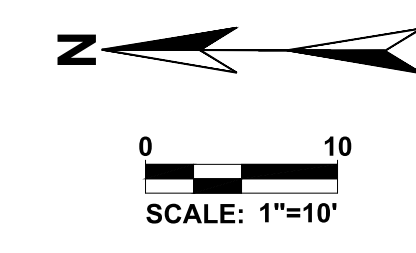
WINTER GARDEN PLAZA  
 13675 W COLONIAL DR  
 WINTER GARDEN, FL 34787

SCALE:	DATE: JAN 2026	DESIGN:
DESIGN:	DRAWN:	CHECKED:
CADD:	JOB NO. 24-7	SHEET C-3

REV	DATE	DESCRIPTION
1	12-10-24	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024
2	01-07-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 01-16-2026
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# GRADING PLAN

**WINTER GARDEN PLAZA**  
 13675 W COLONIAL DR  
 WINTER GARDEN, FL 34787



**NYLOPLAST STRUCTURE TABLE**

- DB-1** 10" NYLOPLAST DRAIN BASIN  
TOP EL.= 123.50'  
INV. EL.= 121.00'
- DB-2** 10" NYLOPLAST INLINE BASIN  
TOP EL.= 121.75'  
INV. EL.= 121.00'
- DB-3** 10" NYLOPLAST INLINE DRAIN  
TOP EL.= 122.25'  
INV. EL.= 121.00'

**STORMWATER STRUCTURE TABLE**

- D-1** TYPE C FDOT DRAIN BASIN  
FDOT INDEX 425-052  
TOP EL.= 122.75'  
INV. (N & S)= 121.00'  
SUMP BOTTOM ELEV.: 120.00'
- D-2** TYPE C FDOT DRAIN BASIN  
FDOT INDEX 425.052  
TOP EL.= 123.10'  
INV. (N & W)= 121.00'  
SUMP BOTTOM ELEV.: 120.00'
- D-3** TYPE C (MOD) FDOT DRAIN BASIN  
FDOT INDEX 425-052  
SEE DETAILS ON THIS SHEET

**STORMWATER PIPE TABLE**

PIPE SEGMENT		INVERT ELEVATION (FT)		Ø (IN)	MATERIAL	LENGTH (FT)	S (%)
STARTING POINT	FINAL POINT	STARTING	FINAL				
D-1	R-TANK	121.00	121.00	12	HP DUAL WALL	6.5	0.0%
DB-1	R-TANK	121.00	121.00	10	HP DUAL WALL	9.0	0.0%
DB-2	R-TANK	121.00	121.00	10	HP DUAL WALL	9.5	0.0%
DB-3	D-1	121.00	121.00	8	HP DUAL WALL	41.0	0.0%
R-TANK	D-2	121.00	121.00	12	HP DUAL WALL	4.0	0.0%
D-2	D-3	121.00	120.50	12	HP DUAL WALL	67.0	0.7%

CONTRACTOR SHALL CALL  
**"SUNSHINE STATE ONE CALL"**  
 1-800-432-4770  
 A MINIMUM OF 2-DAYS AND A MAXIMUM  
 OF 5-DAYS PRIOR TO START OF CONSTRUCTION

Digitally signed by  
**Jose A Arvelo**  
 Date: 2026.03.11  
 22:34:13  
 -04'00'

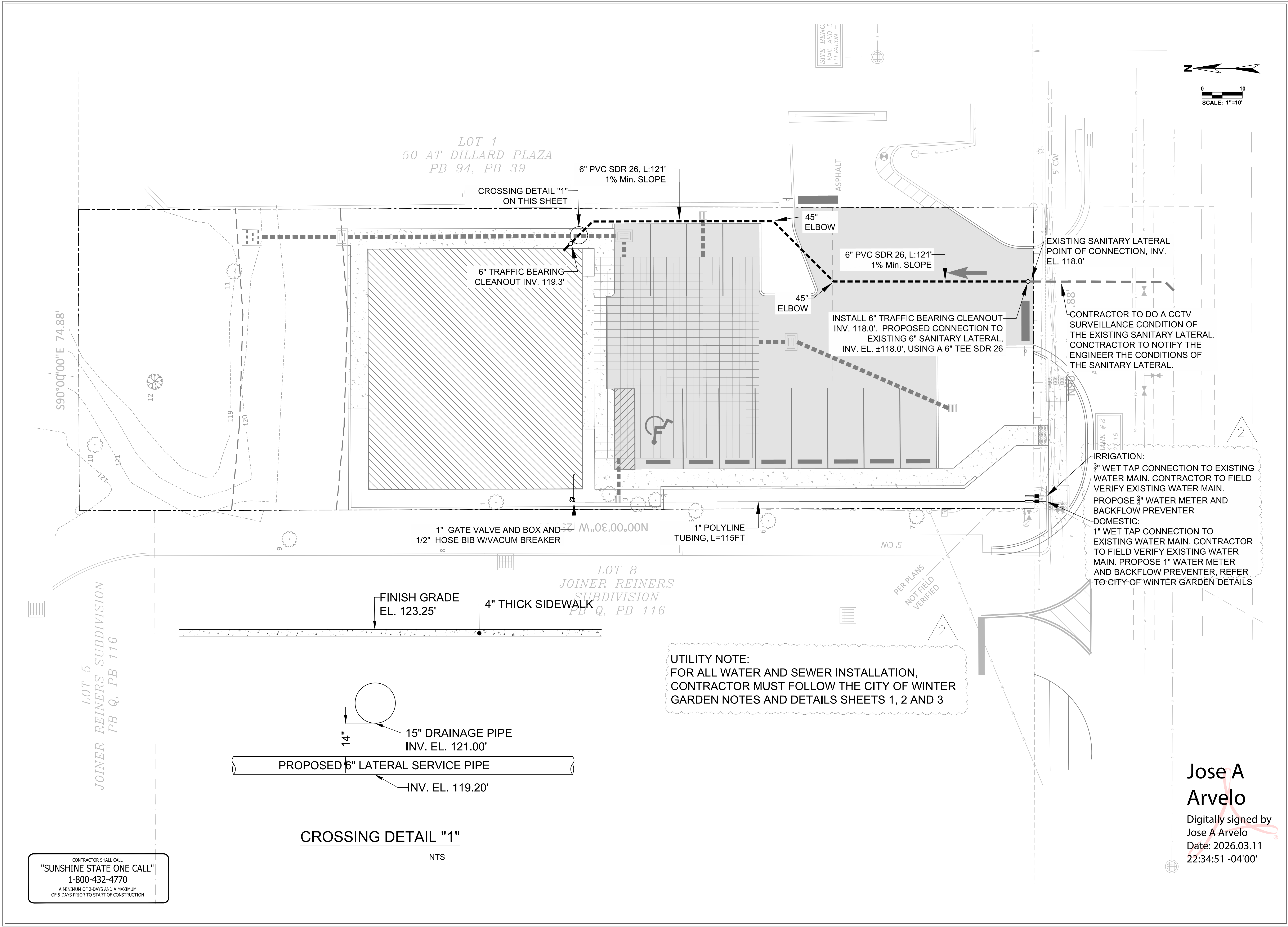
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APP	DESCRIPTION	DATE
1	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024	12-10-24
2	CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025	01-07-26
3	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026	03-10-26

**UTILITY PLAN**

WINTER GARDEN PLAZA	
13675 W COLONIAL DR	
WINTER GARDEN, FL 34787	
SCALE:	
DATE:	JAN 2026
DESIGN:	
DRAWN:	
CHECKED:	
CADD:	
JOB NO.	24-7
SHEET	C-5

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LOT 1  
 50 AT DILLARD PLAZA  
 PB 94, PB 39

LOT 8  
 JOINER REINERS  
 SUBDIVISION  
 PB Q, PB 116

LOT 5  
 JOINER REINERS SUBDIVISION  
 PB Q, PB 116

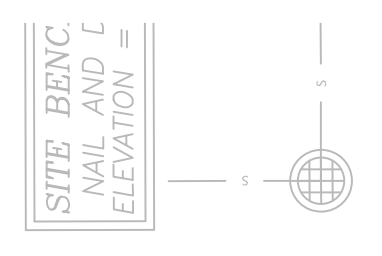
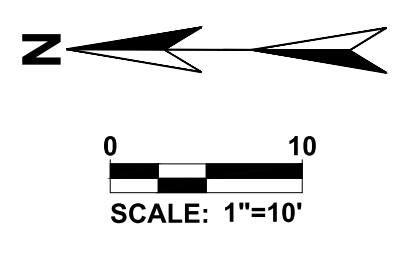
**CROSSING DETAIL "1"**  
 NTS

**UTILITY NOTE:**  
 FOR ALL WATER AND SEWER INSTALLATION,  
 CONTRACTOR MUST FOLLOW THE CITY OF WINTER  
 GARDEN NOTES AND DETAILS SHEETS 1, 2 AND 3

**IRRIGATION:**  
 3/4" WET TAP CONNECTION TO EXISTING  
 WATER MAIN. CONTRACTOR TO FIELD  
 VERIFY EXISTING WATER MAIN.  
 PROPOSE 3/4" WATER METER AND  
 BACKFLOW PREVENTER  
**DOMESTIC:**  
 1" WET TAP CONNECTION TO  
 EXISTING WATER MAIN. CONTRACTOR  
 TO FIELD VERIFY EXISTING WATER  
 MAIN. PROPOSE 1" WATER METER  
 AND BACKFLOW PREVENTER, REFER  
 TO CITY OF WINTER GARDEN DETAILS

CONTRACTOR SHALL CALL  
**"SUNSHINE STATE ONE CALL"**  
 1-800-432-4770  
 A MINIMUM OF 2-DAYS AND A MAXIMUM  
 OF 5-DAYS PRIOR TO START OF CONSTRUCTION

**Jose A Arvelo**  
 Digitally signed by  
 Jose A Arvelo  
 Date: 2026.03.11  
 22:34:51 -04'00'



ASPHALT

PER PLANS  
 NOT FIELD  
 VERIFIED

1" GATE VALVE AND BOX AND  
 1/2" HOSE BIB W/VACUM BREAKER

1" POLYLINE  
 TUBING, L=115FT

6" TRAFFIC BEARING  
 CLEANOUT INV. 119.3'

6" PVC SDR 26, L:121'  
 1% Min. SLOPE

6" PVC SDR 26, L:121'  
 1% Min. SLOPE

EXISTING SANITARY LATERAL  
 POINT OF CONNECTION, INV.  
 EL. 118.0'

INSTALL 6" TRAFFIC BEARING CLEANOUT  
 INV. 118.0'. PROPOSED CONNECTION TO  
 EXISTING 6" SANITARY LATERAL,  
 INV. EL. ±118.0', USING A 6" TEE SDR 26

CONTRACTOR TO DO A CCTV  
 SURVEILLANCE CONDITION OF  
 THE EXISTING SANITARY LATERAL.  
 CONTRACTOR TO NOTIFY THE  
 ENGINEER THE CONDITIONS OF  
 THE SANITARY LATERAL.

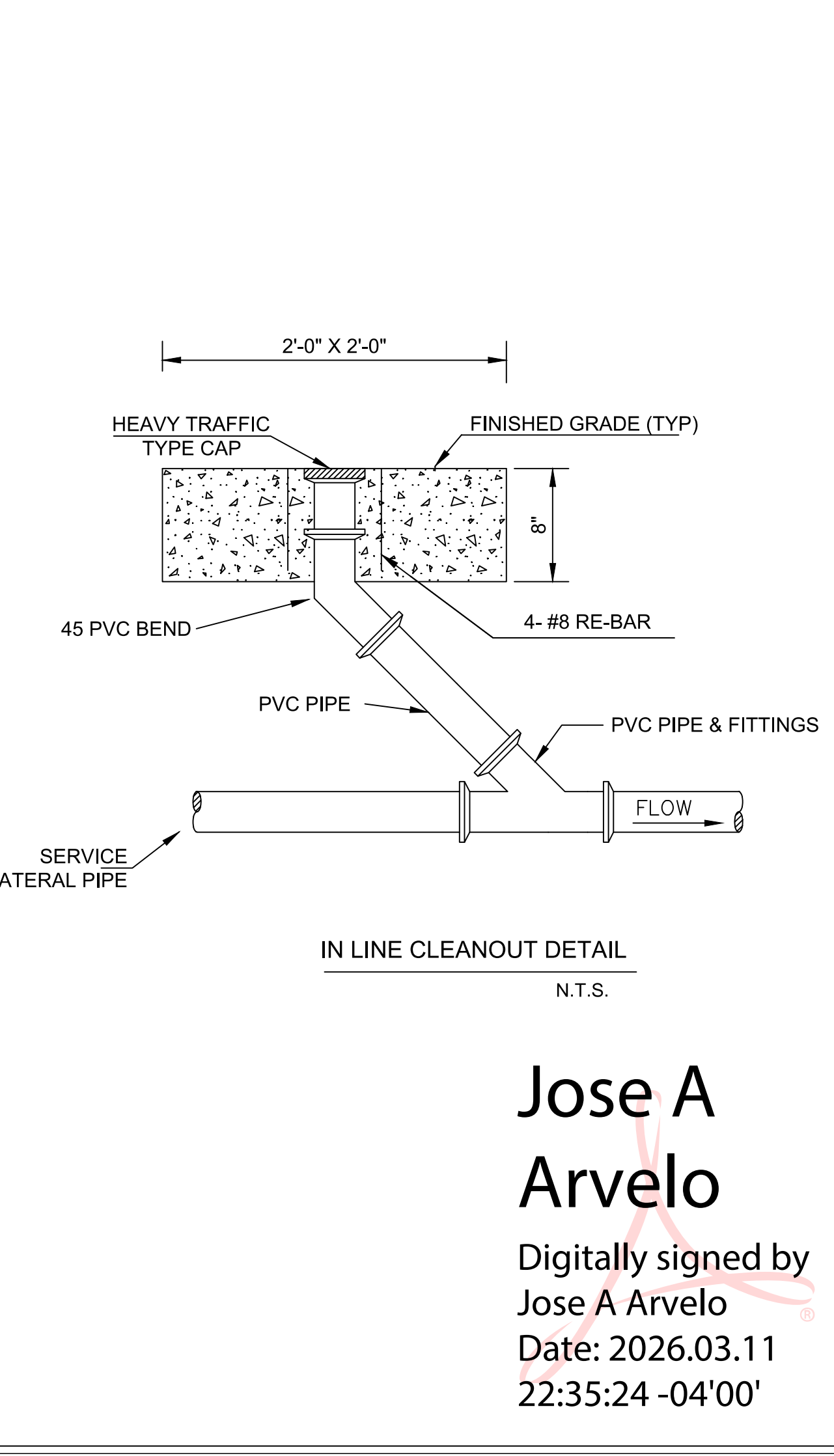
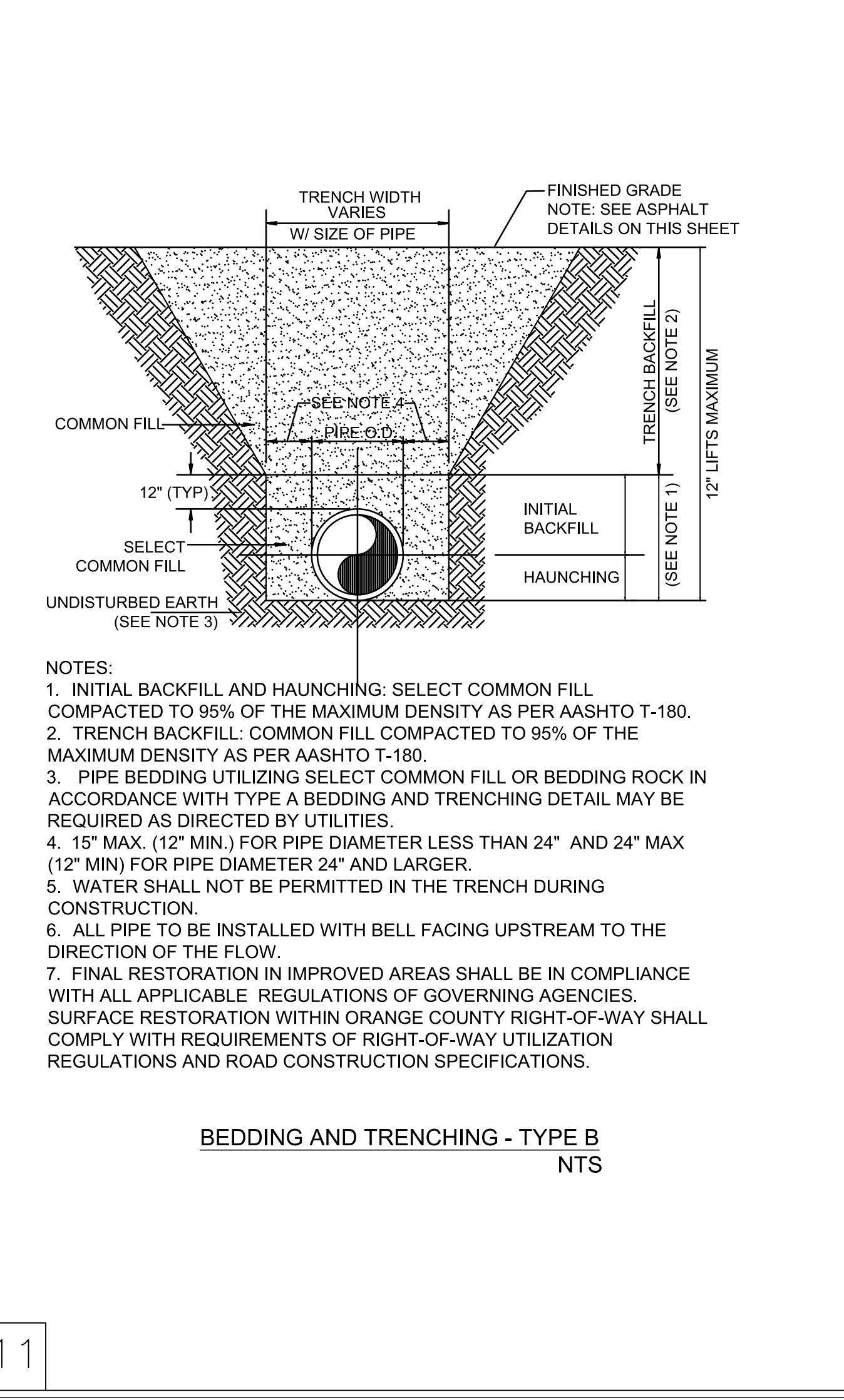
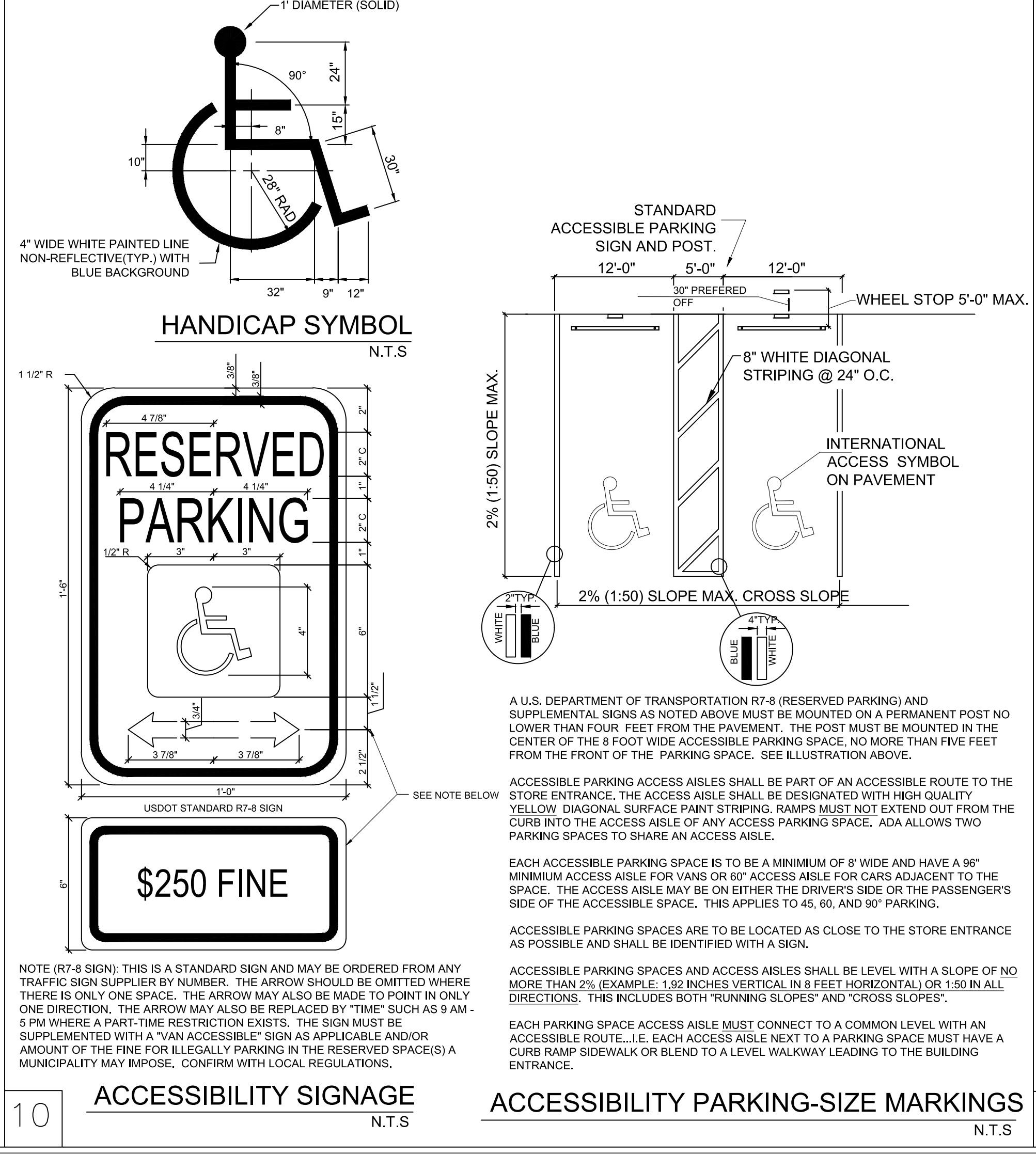
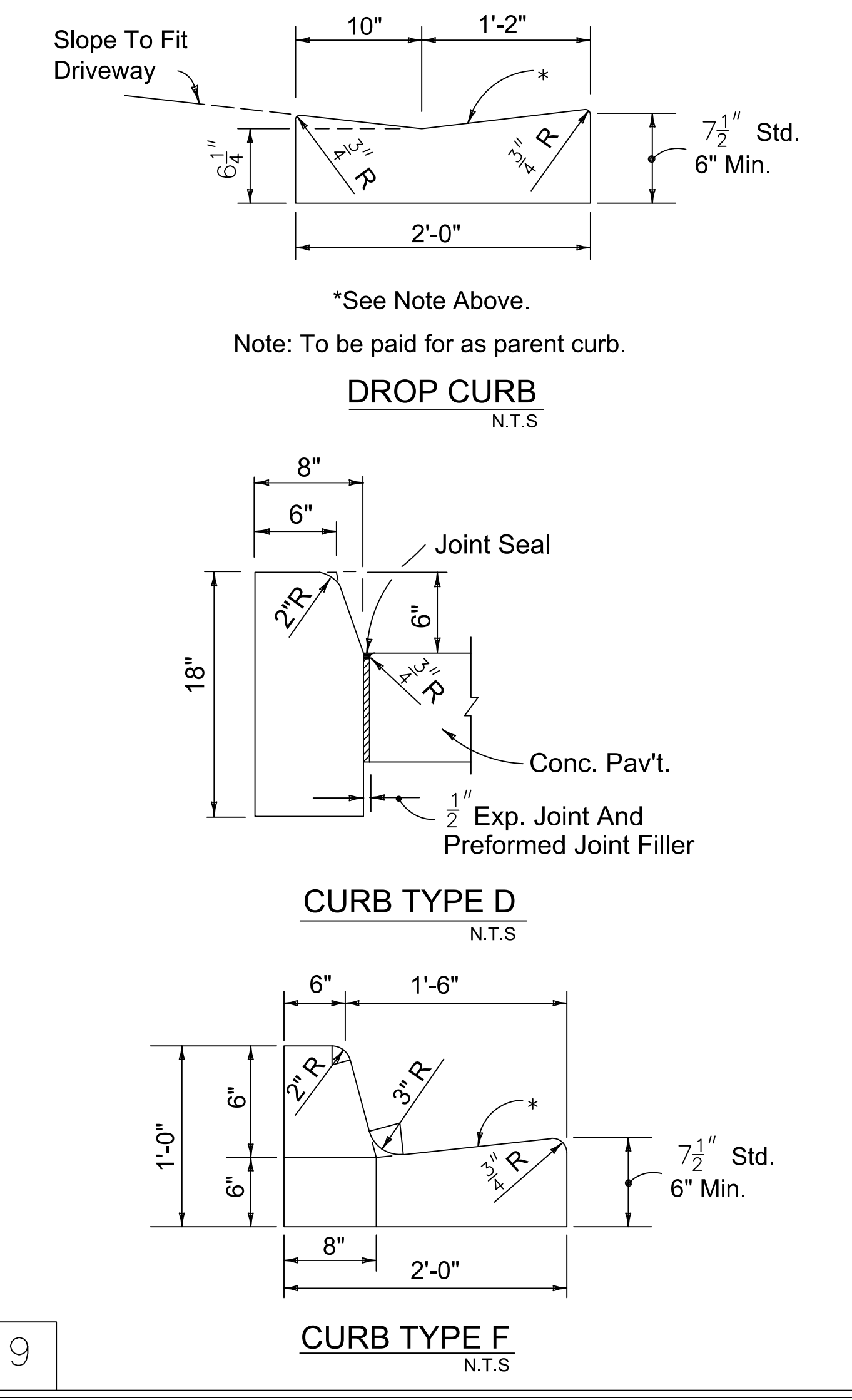
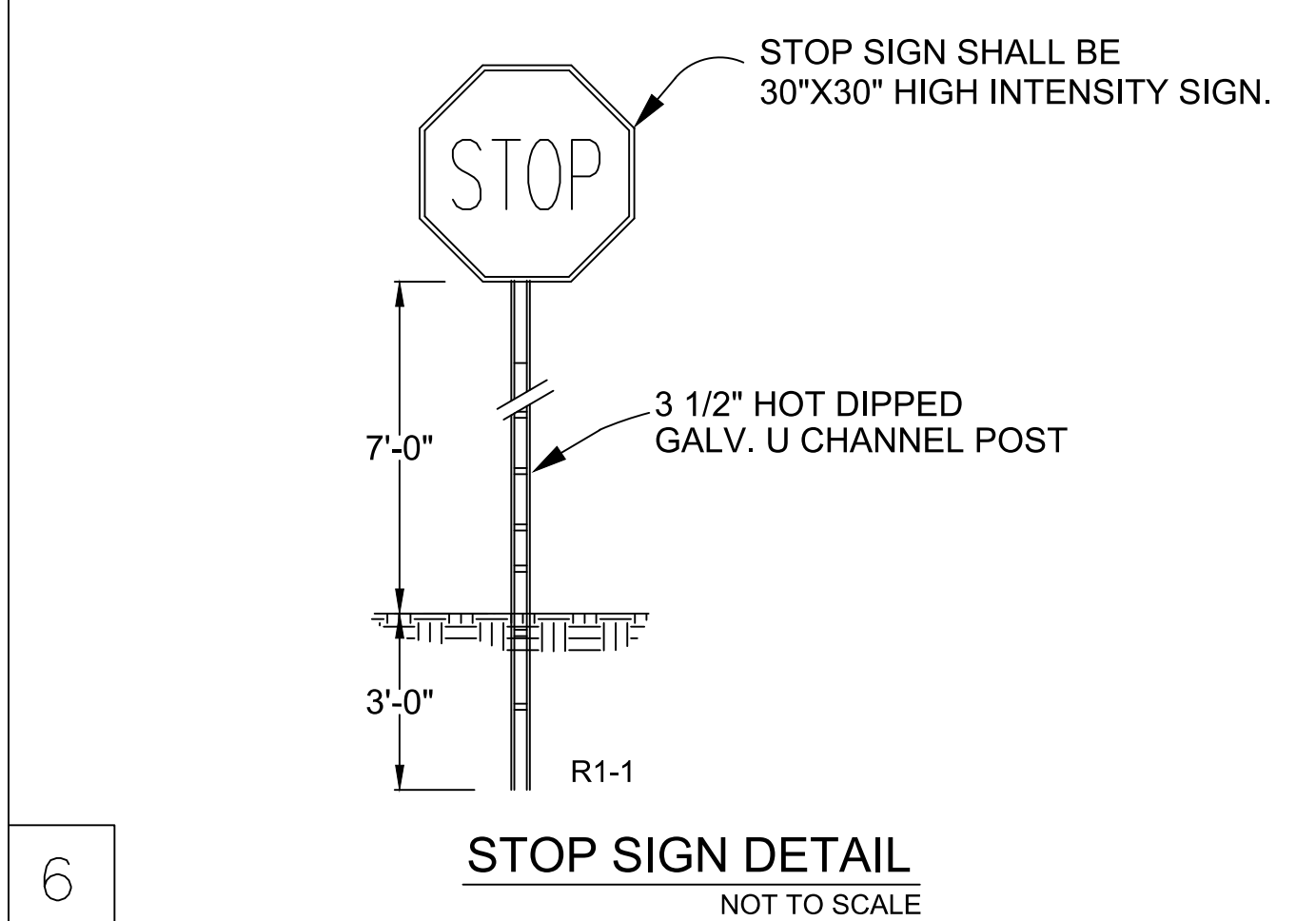
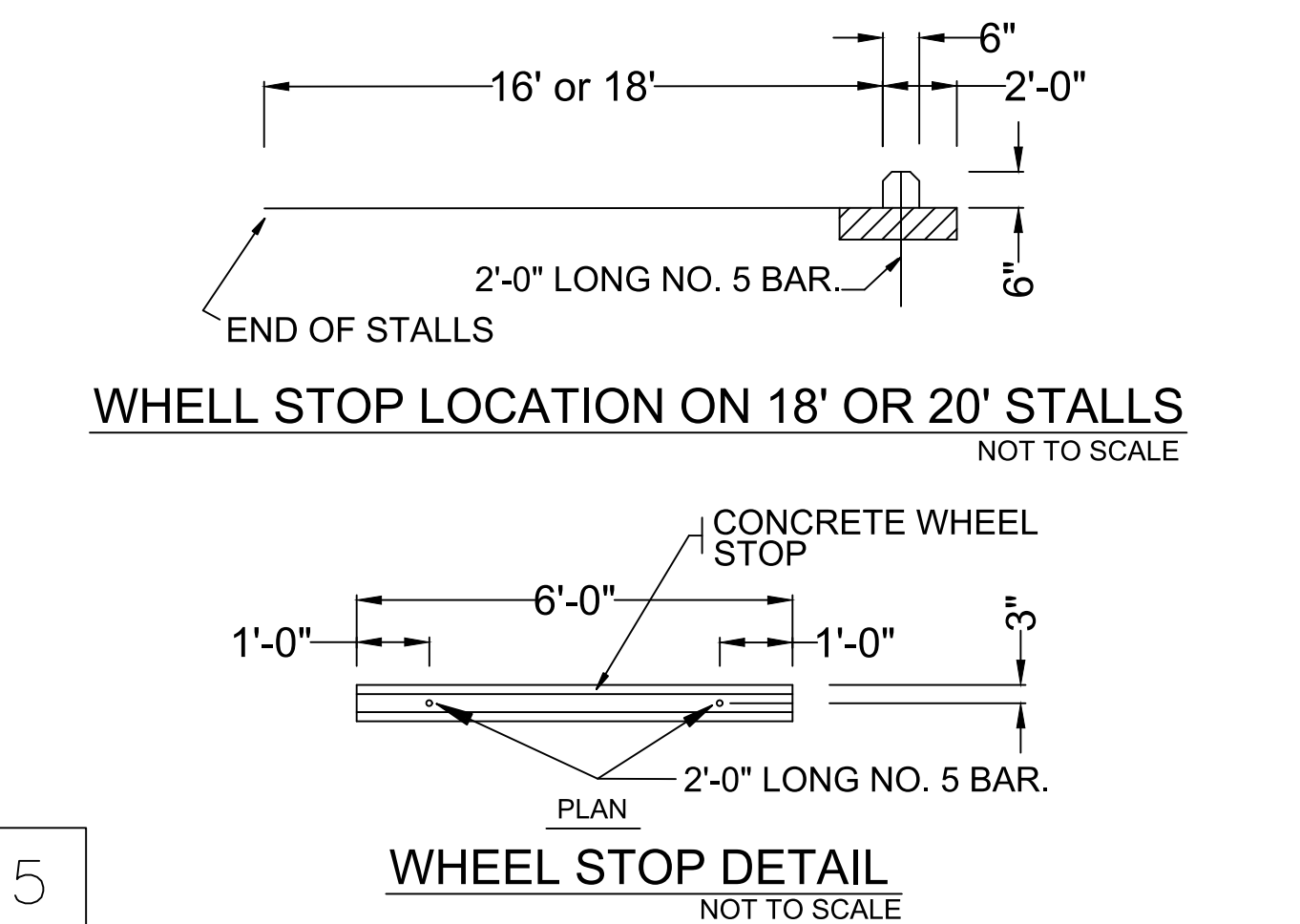
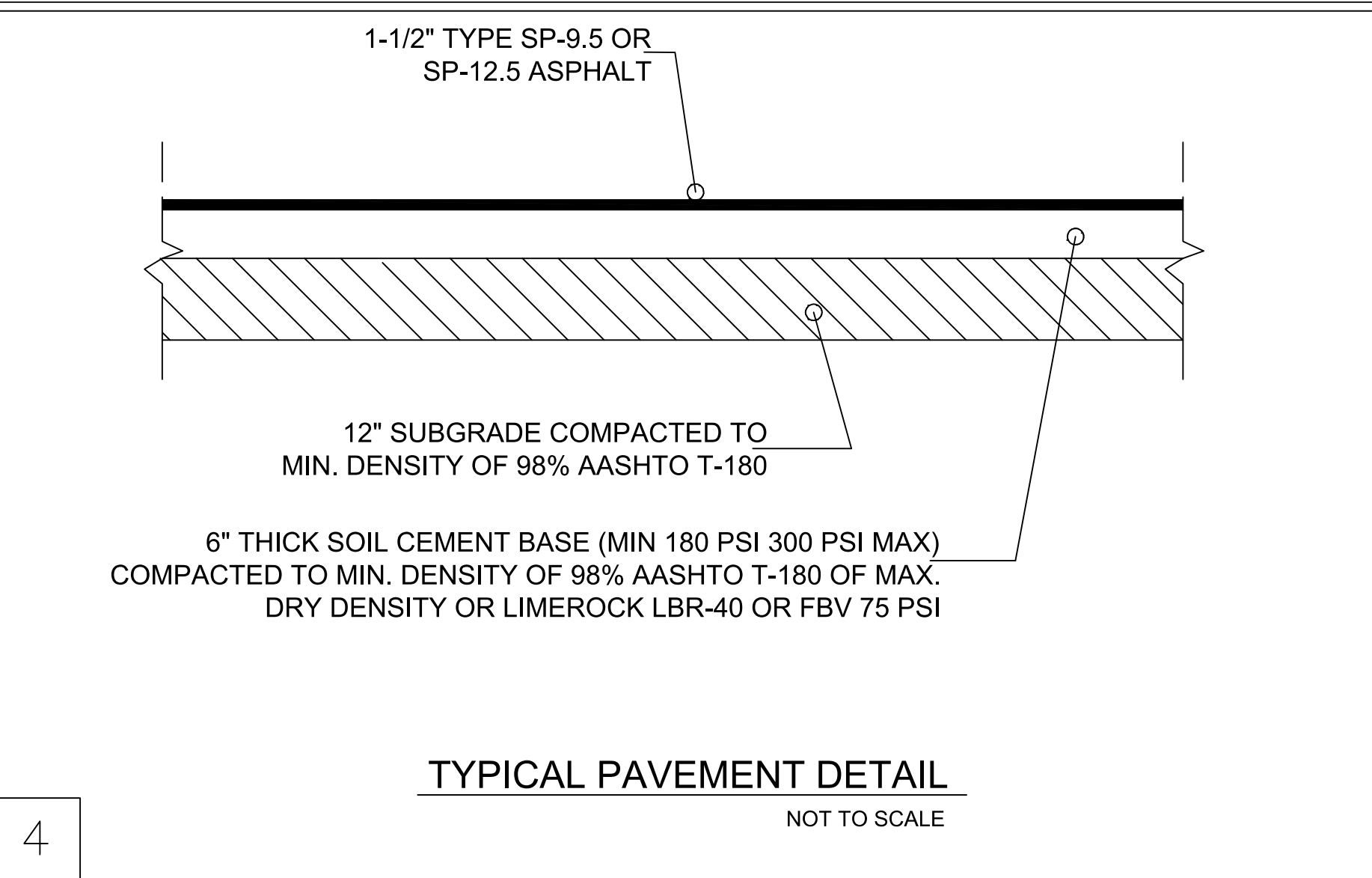
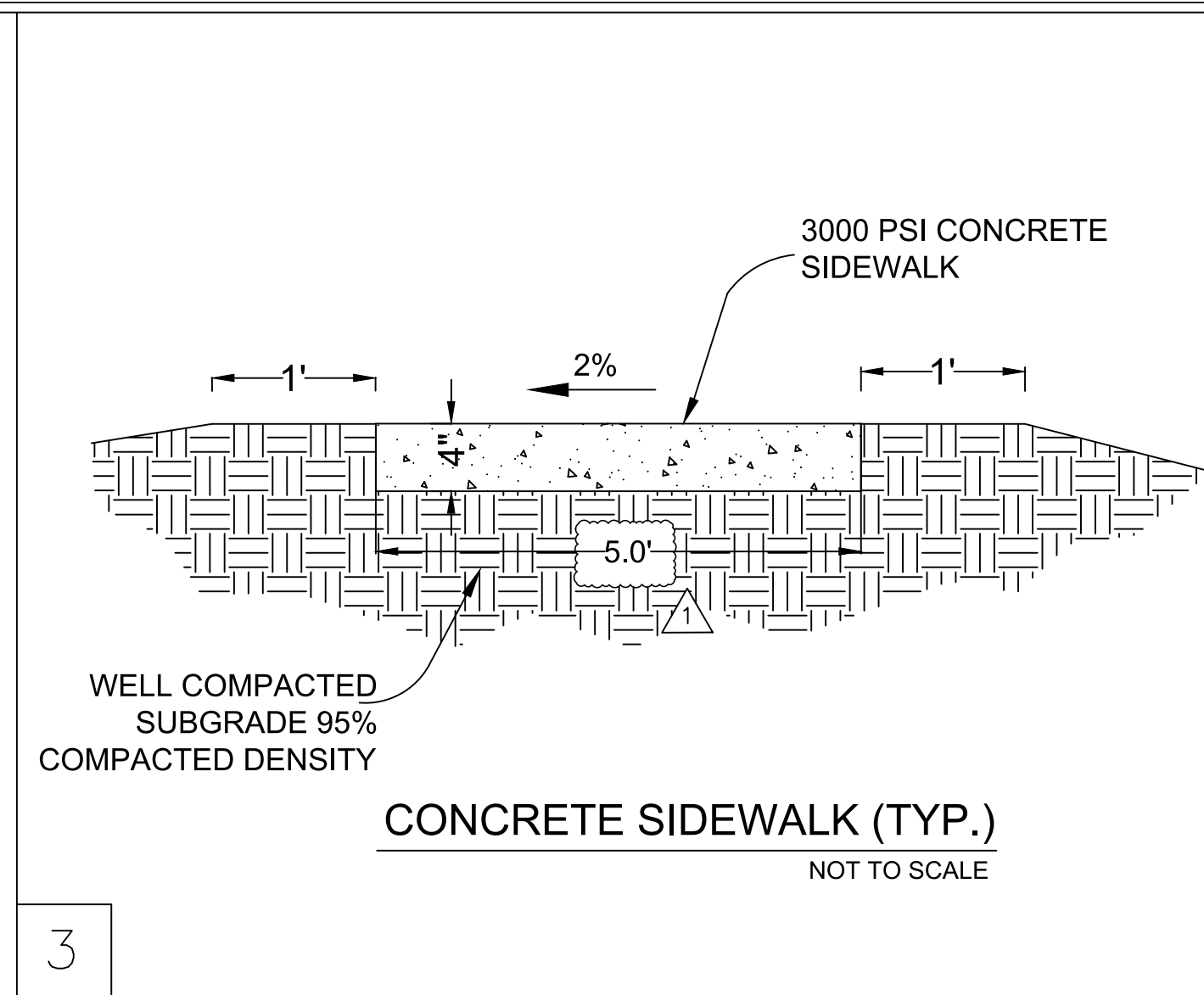
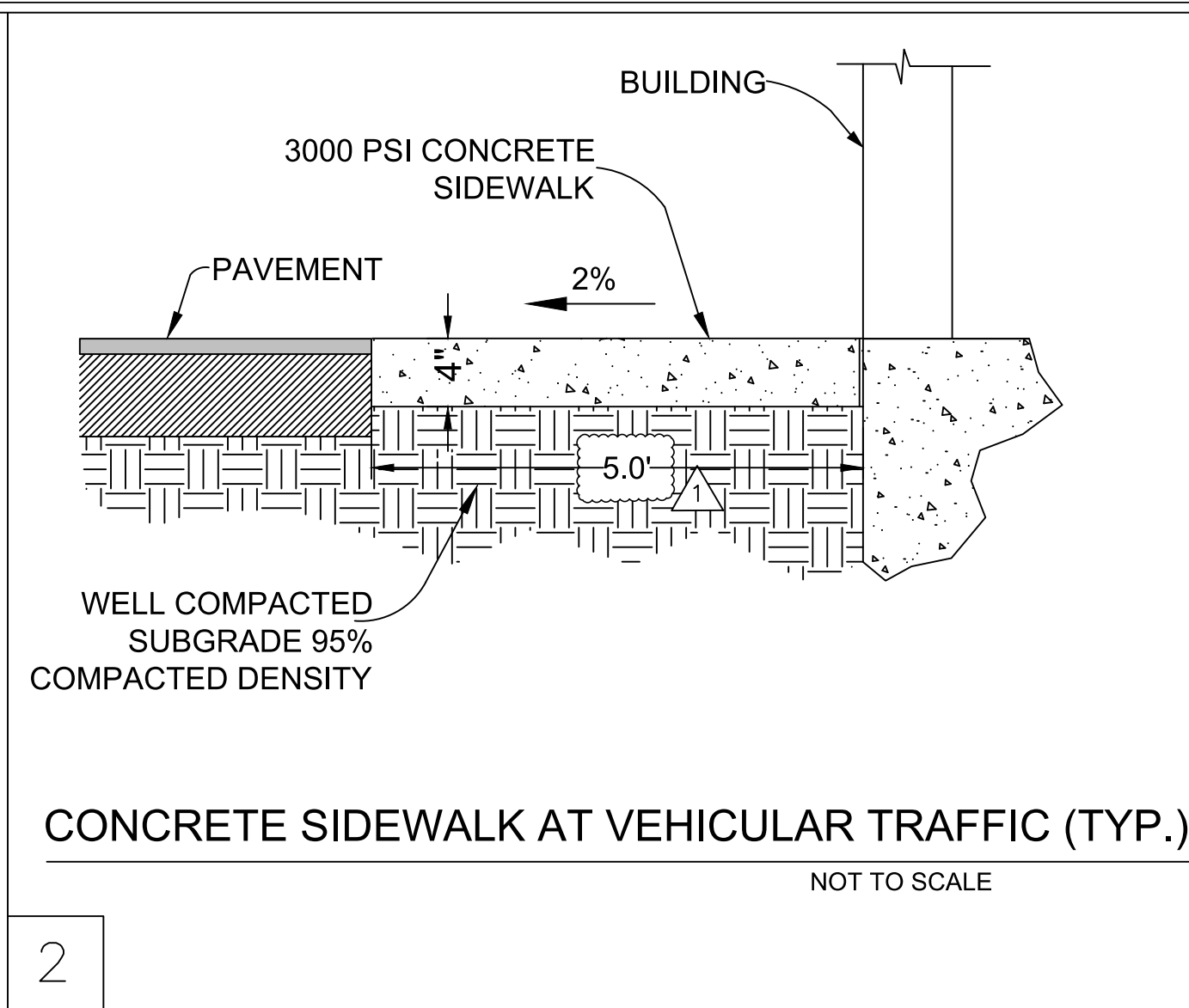
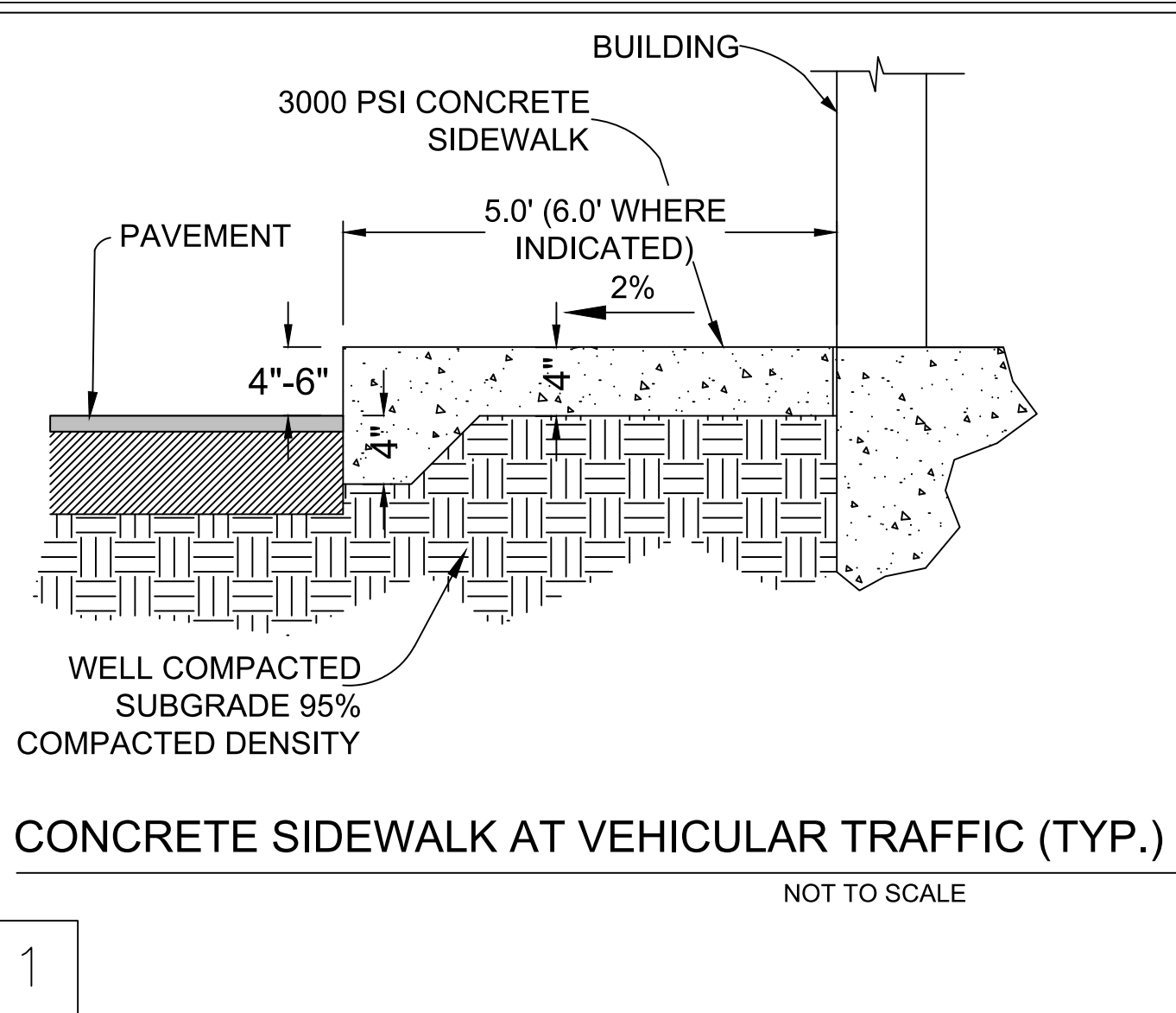
FINISH GRADE  
 EL. 123.25'

4" THICK SIDEWALK

14"  
 15" DRAINAGE PIPE  
 INV. EL. 121.00'

PROPOSED 6" LATERAL SERVICE PIPE

INV. EL. 119.20'



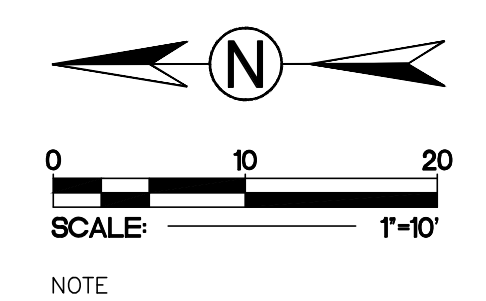
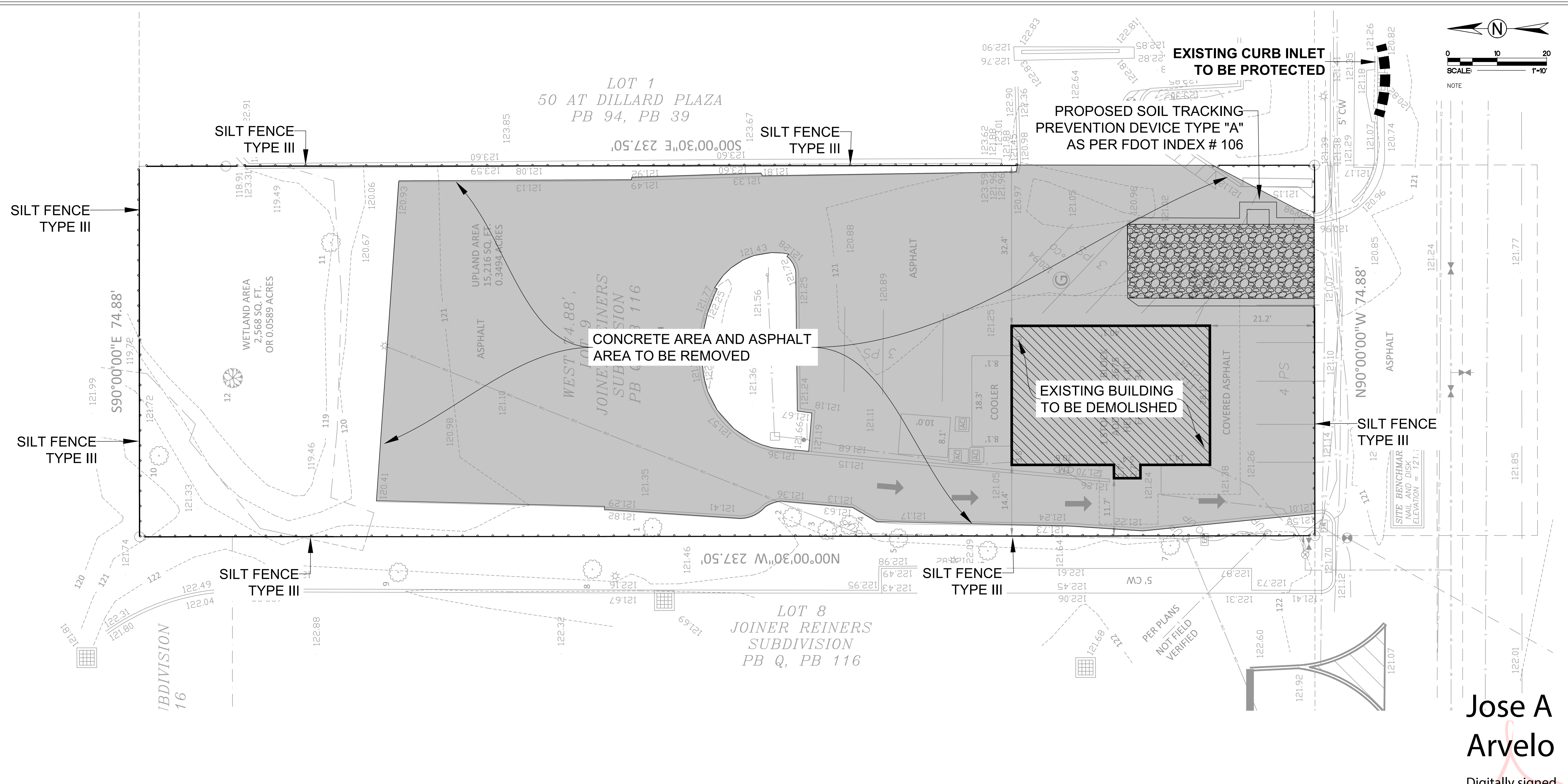
**PROFESSIONAL ENGINEERING MANAGEMENT, INC.**  
**PEM**  
Water Resources • Land Development • Civil Engineering  
3526 Trilux Dr., Suite 200 • Fort Lauderdale, FL 33309  
Tel: (954) 207-6746 • Fax: (954) 207-6746  
C.A.N.F. 28898

REV	DATE	DESCRIPTION
1	12-10-24	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-19-2024
2	01-07-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025
3	03-10-26	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026

**WINTER GARDEN PLAZA**  
13675 W COLONIAL DR  
WINTER GARDEN, FL 34787

**SCALE:** AS NOTED  
**DATE:** JAN 2026  
**DESIGN:**  
**DRAWN:**  
**CHECKED:**  
**CADD:**  
**JOB NO.:** 24-7  
**SHEET:** C-6

**Jose A Arvelo**  
Digitally signed by Jose A Arvelo  
Date: 2026.03.11 22:35:24 -04'00'



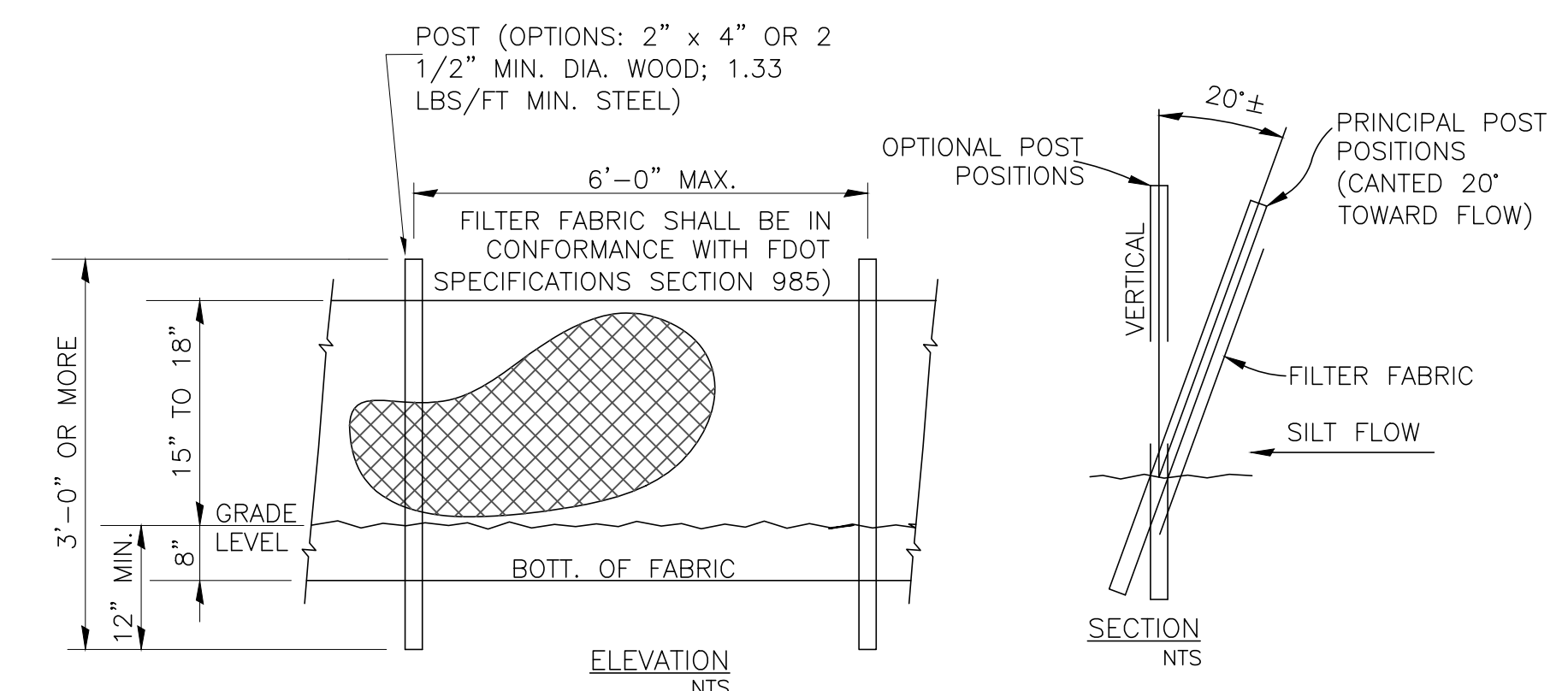
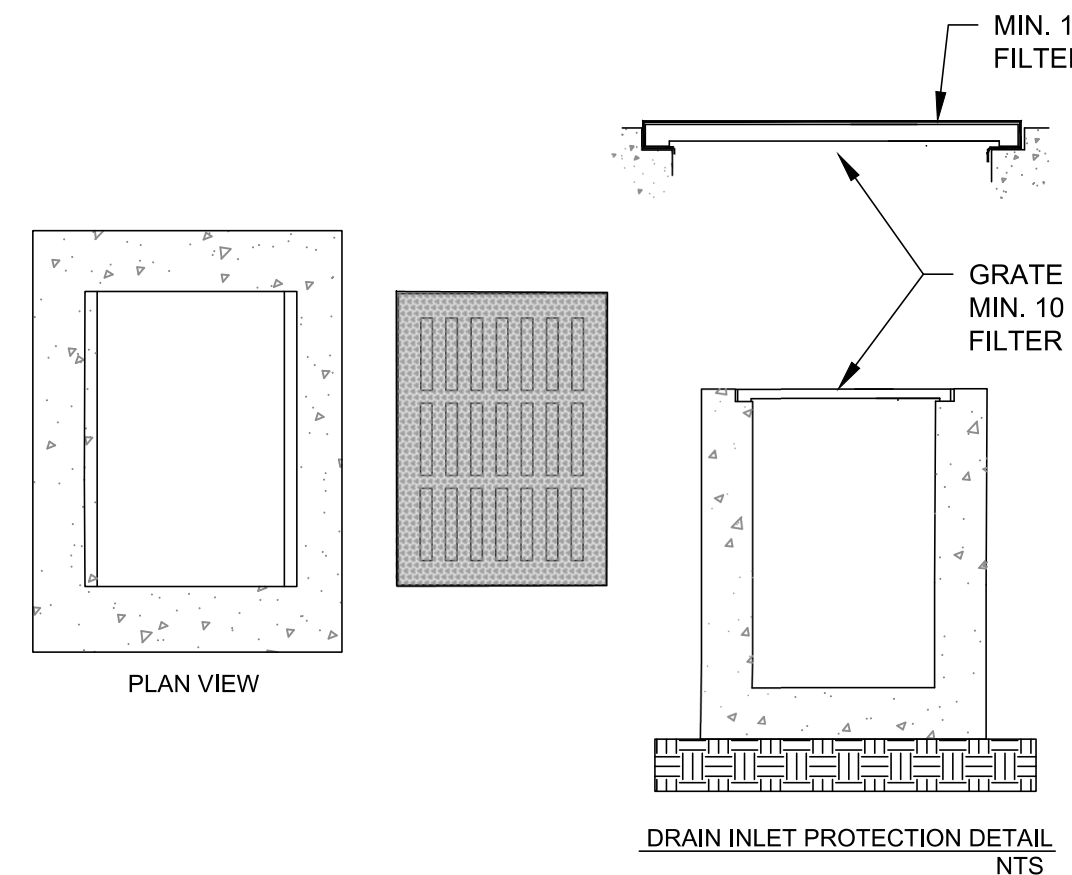
**EROSION CONTROL PLAN**

An erosion control plan shall be implemented by the Contractor and the Contractor shall execute all measures necessary to limit the transport of sediments outside the limits of the project to the quantities and conditions that exist prior to the commencement of construction. This condition will be satisfied for the total anticipated construction period. Provisions shall be made to preserve the integrity and capacity of stormwater inlets, sediment basins, slope drains, grading patterns, etc. required to meet this provision throughout the life of the construction of the project. Contractor shall provide silt barriers, temporary grassing, etc. as required to fully comply with the intent of this specification. Upon completion of construction and completed stabilization of potential erosion areas, the contractor shall remove sedimentation control measures and clean and repair any areas affected by the construction activities.

**STOCKPILING MATERIAL**  
No excavated material shall be stockpiled in such a manner as to direct stormwater off the project site or into any adjacent water body or stormwater collection system. Excavated material shall not be stockpiled so as to washout and cause sedimentation of any down-stream drainage structures or water bodies.

**TEMPORARY SEEDING**  
Areas opened by construction operations that are not anticipated to be dressed and receive final grassing treatment within thirty days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted, and will not later compete with the permanent grassing. The minimum rate of seeding shall be 30 lb. per acre.

**MAINTENANCE**  
All features of the project shall be constructed to prevent erosion and sedimentation and shall be maintained during the life of the construction so as to function properly without the transport of sediments outside the limits of the project. Any sediment accumulations in the drainage system shall be removed and the system restored to original specifications prior to the completion and final approval of the project. Upon final approval and completion of construction, maintenance responsibilities may be transferred to an approved entity.



NOTE:  
WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS, 2002, INDEX NO. 102, SHEET 1 OF 3, CHART NO. 1.

FDOT INDEX 102 - TYPE III SILT FENCE

**Jose A Arvelo**  
Digitally signed  
by Jose A Arvelo  
Date: 2026.03.11  
22:35:51 -04'00'

PROFESSIONAL ENGINEERING MANAGEMENT, INC.

Water Resources • Land Development • Civil Engineering

3626 Trivium Way, Suite 200, Jacksonville, FL 32217

C.A.N.F. 28898

APP

DESCRIPTION

DATE

1 12-10-24 CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024

2 01-07-26 CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025

3 03-10-26 CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026

WINTER GARDEN PLAZA

13675 W COLONIAL DR

WINTER GARDEN, FL 34787

**DEMOLITION AND EROSION CONTROL PLAN**

SCALE:

DATE: JAN 2026

DESIGN:

DRAWN:

CHECKED:

CADD:

JOB NO. SHEET

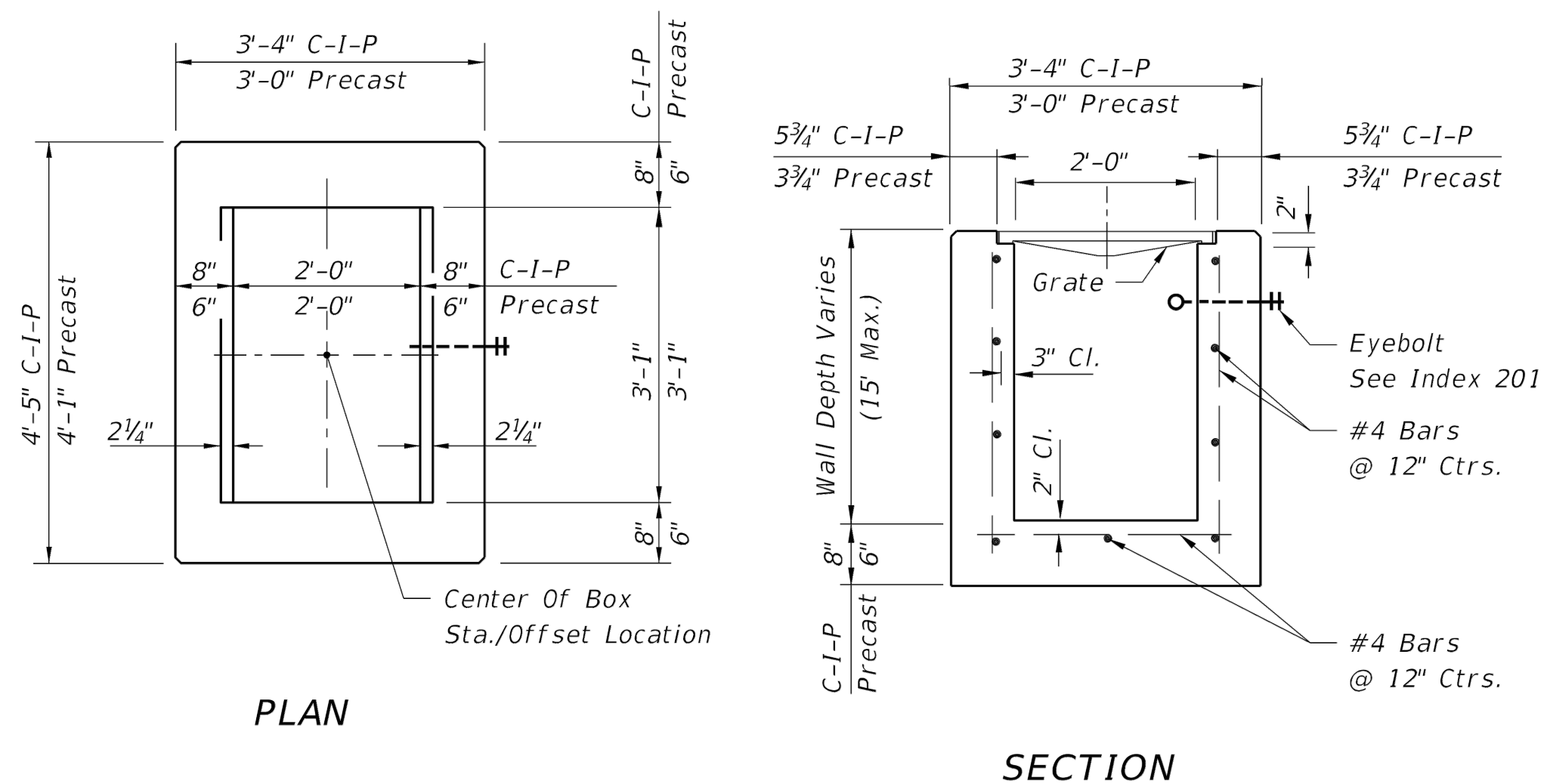
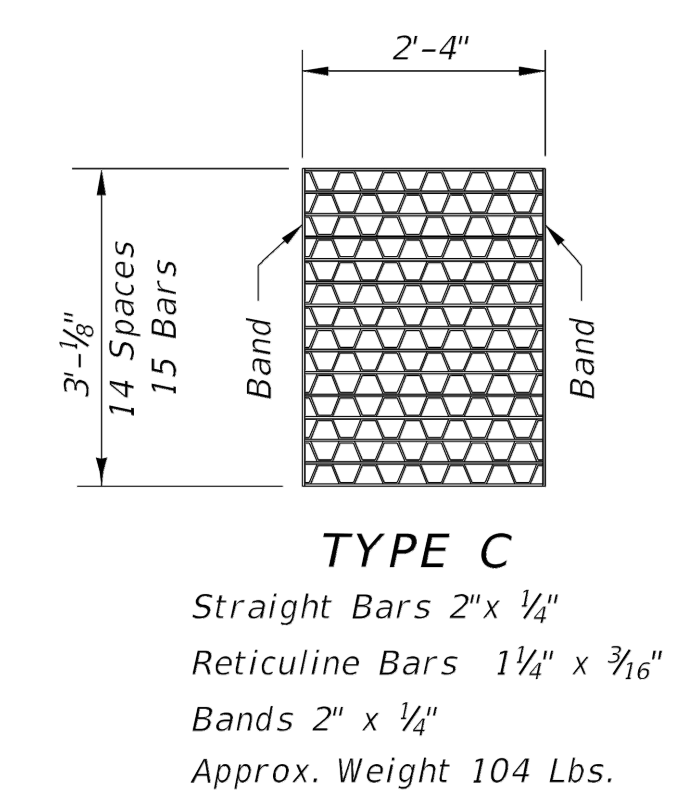
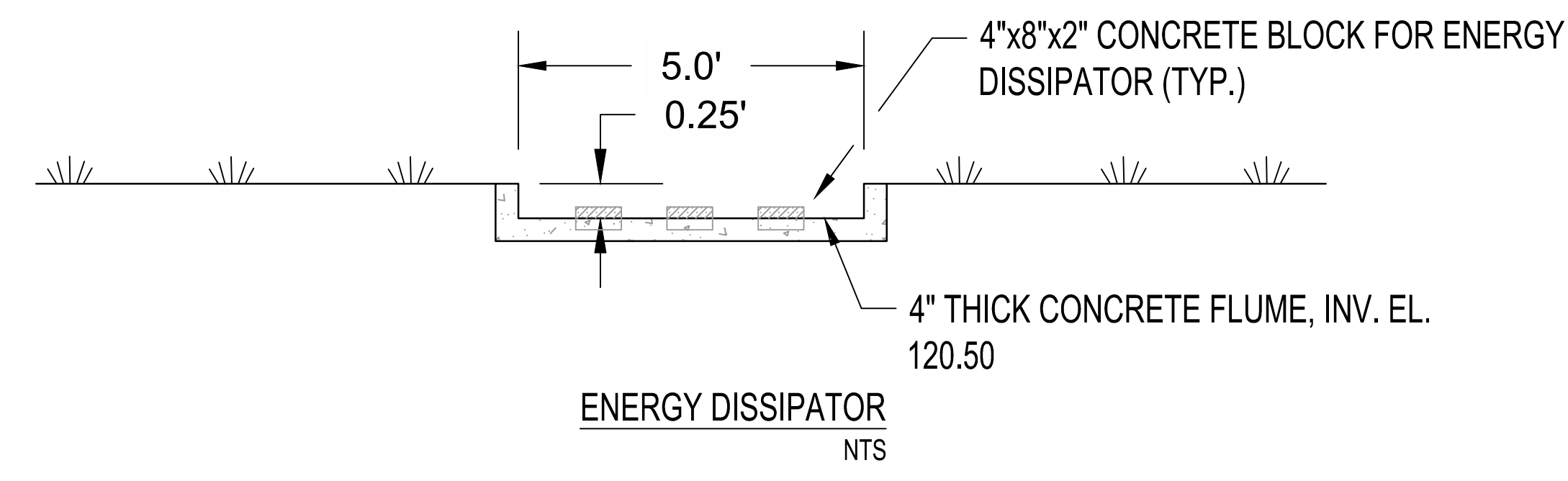
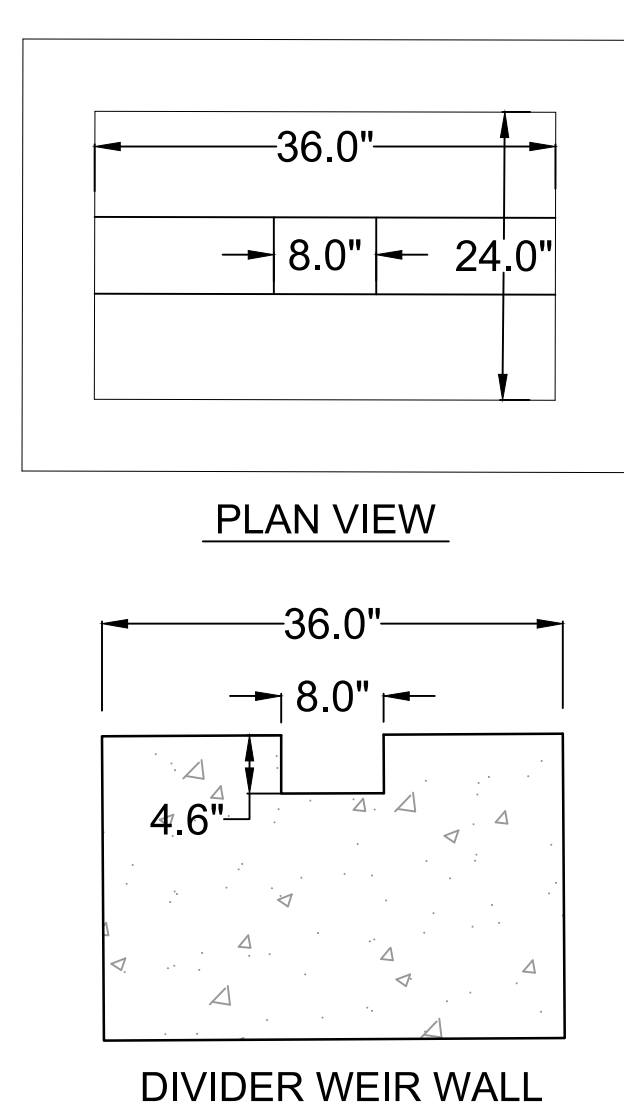
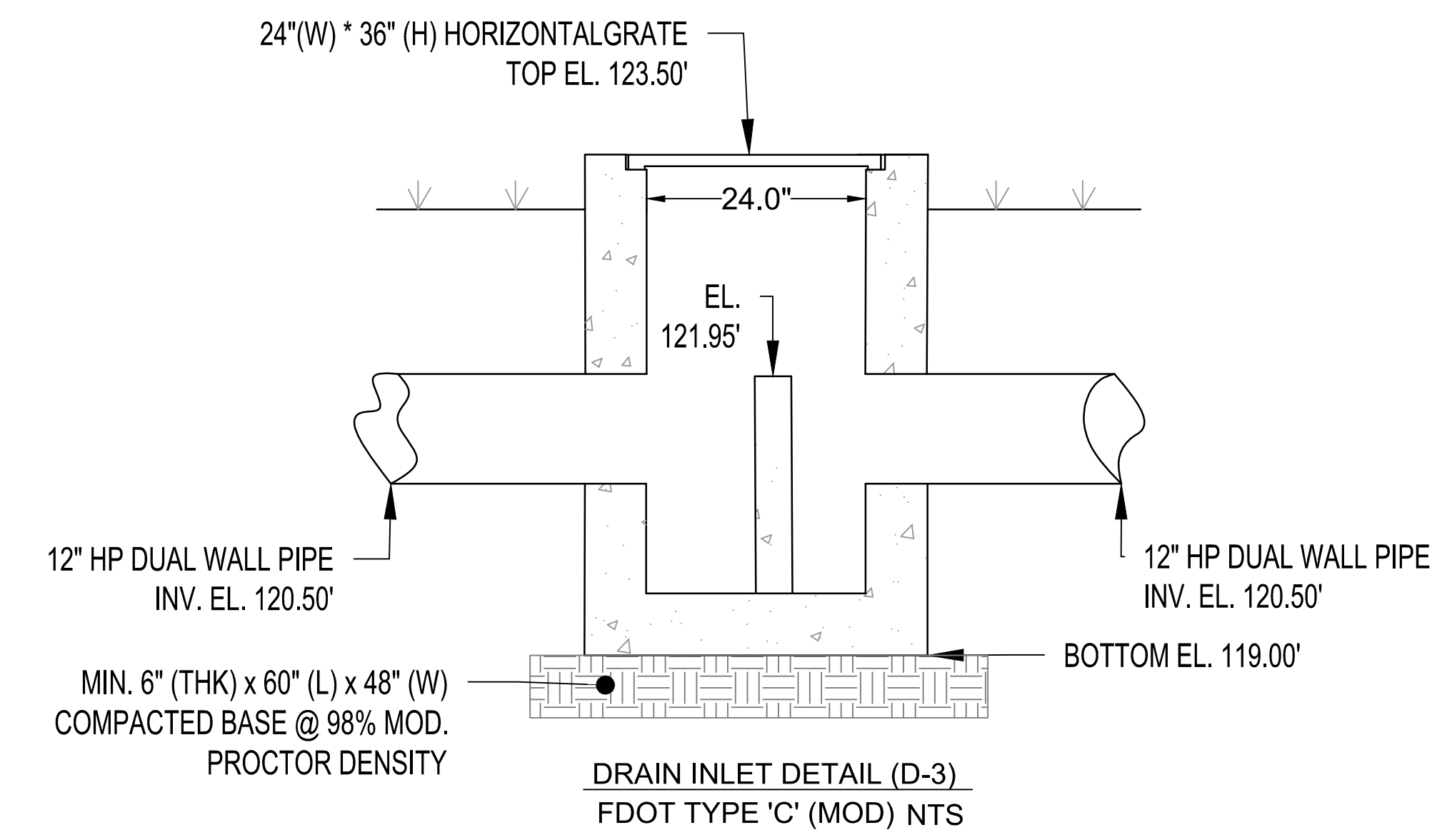
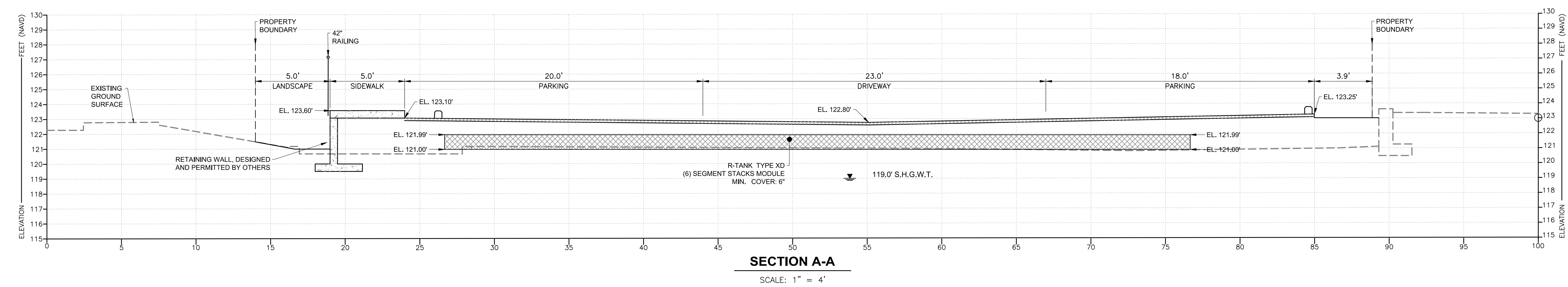
24-7 C-7

Page 129 of 161

APP	DESCRIPTION	DATE
1	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024	12-10-24
2	CITY OF WINTER GARDEN COMMENT LETTER DATED 05-16-2025	01-07-26
3	CITY OF WINTER GARDEN COMMENT LETTER DATED 02-20-2026	03-10-26

**CROSS SECTION AND DRAINAGE DETAILS**

**WINTER GARDEN PLAZA**  
 13675 W COLONIAL DR  
 WINTER GARDEN, FL 34787



**HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)**

WALL DEPTH	SCHEDULE	AREA (in. <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-15'	A12	0.20	12"	8"

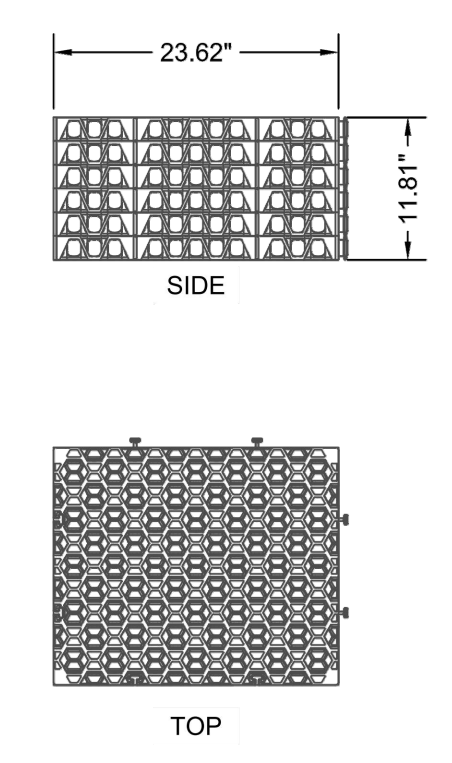
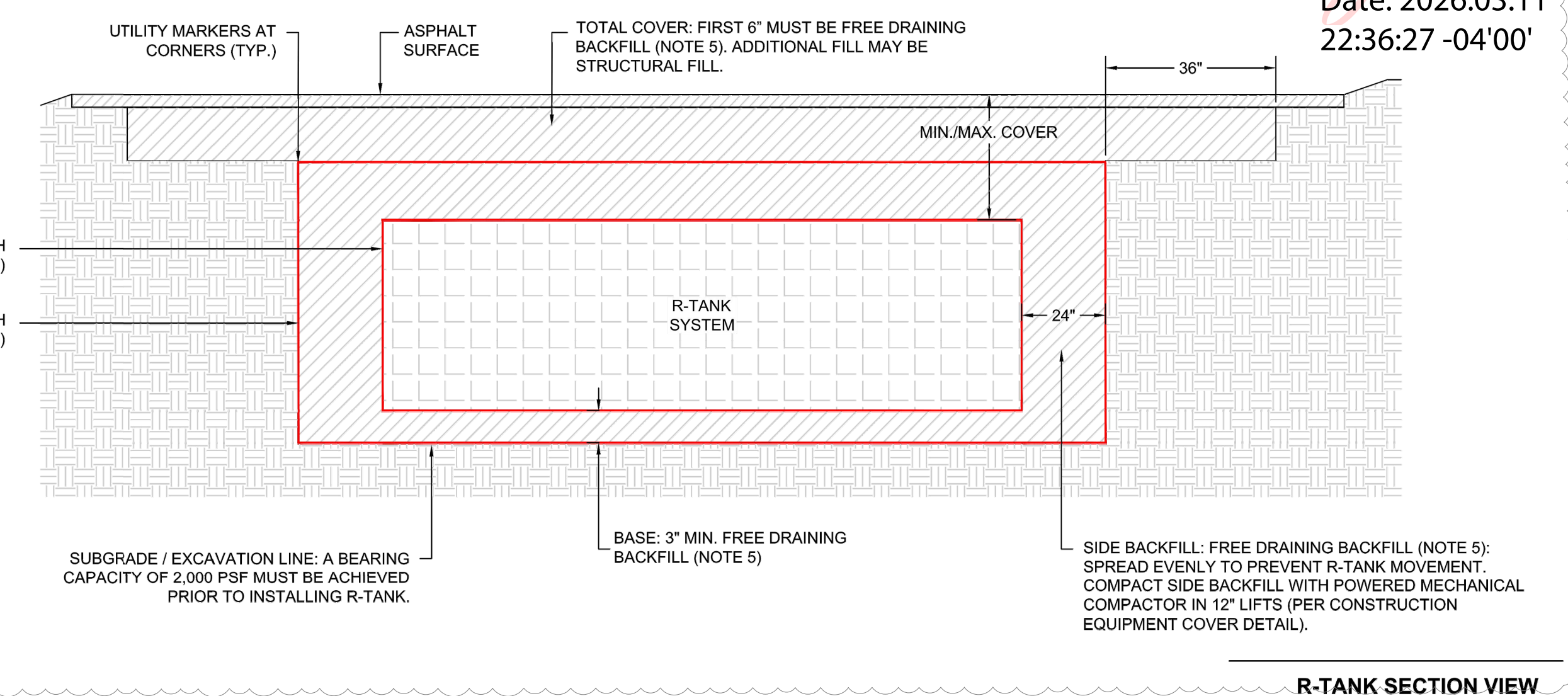
**TYPE C**  
 Recommended Maximum Pipe Size:  
 2'-0" Wall - 18" Pipe  
 3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

**R-TANK TYPE XD SPECIFICATIONS**

R-TANK UNIT LOAD RATING					
UNIT TYPE	COMPRESSION STRENGTH	NON-VEHICULAR MIN. COVER*	HS-20 MIN. COVER*	HS-25 MIN. COVER*	MAX. COVER*
XD	220.0 PSI	6"	6"	6"	9.99'

\* MINIMUM AND MAXIMUM COVER ARE MEASURED FROM THE TOP OF THE R-TANK UNIT TO THE TOP OF THE FINISHED SURFACE.

- NOTES:
- INSTALLATIONS PER THIS DETAIL MEET GUIDELINES OF HL-93 LOADING PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
  - PROVIDE A LEVEL BASE, SMOOTH, FREE OF LUMPS OR DEBRIS, AND EXTEND 2' BEYOND R-TANK FOOTPRINT. THE ENGINEER OF RECORD IS RESPONSIBLE FOR ASSESSING THE BEARING CAPACITY OF THE SUBGRADE, AND BASE.
  - FOR INSTALLATIONS IN LANDSCAPED AREAS, THE INSTALLATION OF TREES IS PROHIBITED ABOVE THE R-TANK UNITS. PLEASE CONTACT YOUR LOCAL FERGUSON WATERWORKS REPRESENTATIVE FOR MORE INFORMATION.
  - THE R-TANK SYSTEM IS NOT DESIGNED TO SUPPORT LOADS FROM BUILDINGS OR STRUCTURES. THEREFORE, THE ENGINEER OF RECORD MUST COORDINATE WITH THE PROPER DISCIPLINES TO ENSURE NO STRUCTURAL LOADS ARE IMPARTED UPON THE SYSTEM AND ANY INFILTRATION FROM THE SYSTEM HAS BEEN ACCOUNTED FOR IN THE FOUNDATION DESIGN.
  - BACKFILL MATERIAL SHALL BE STONE (ANGULAR AND SMALLER THAN 1.5" IN DIAMETER) OR SOIL (GW, GP, SW, OR SP AS CLASSIFIED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM)



**MODULE DATA**

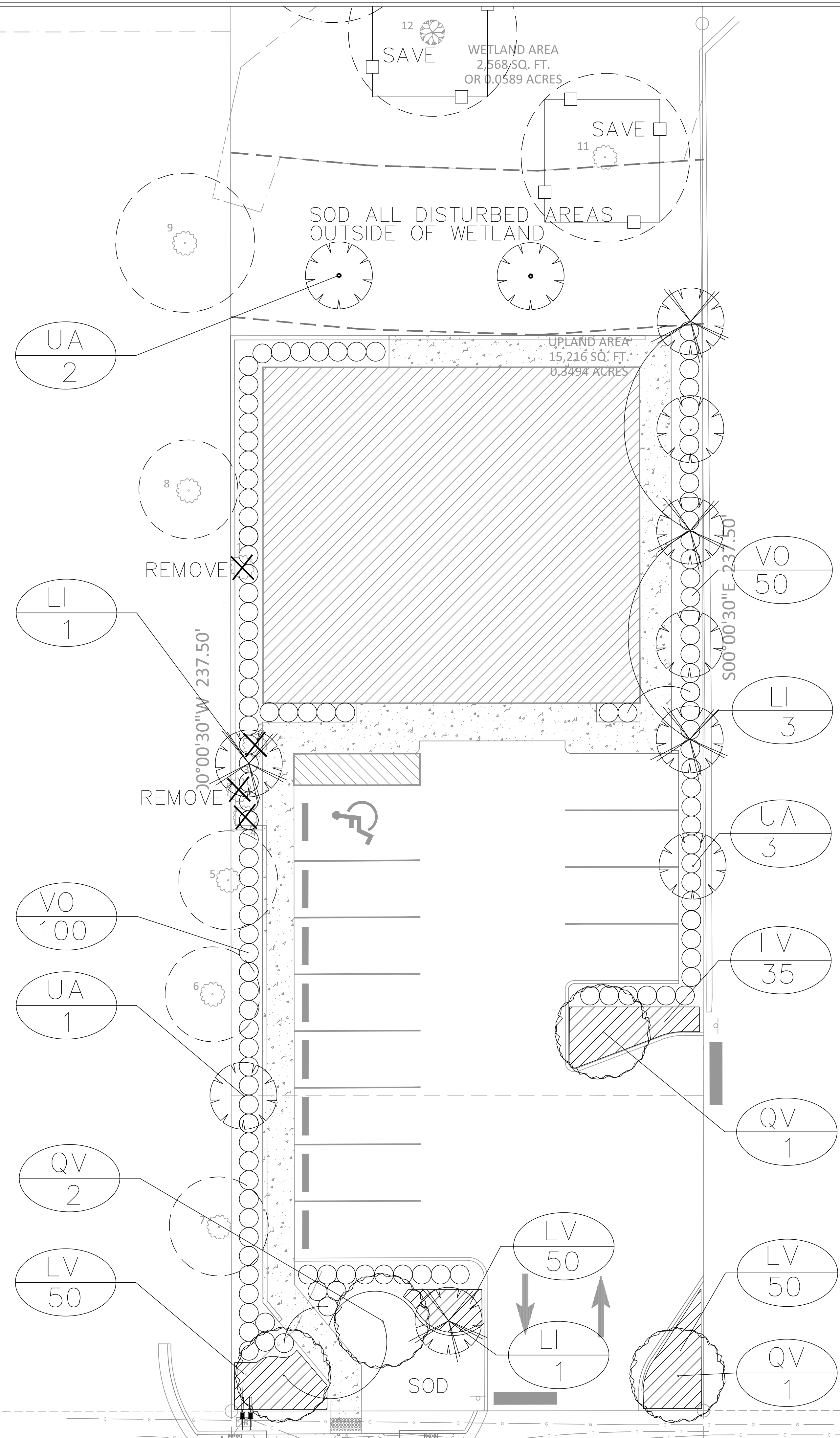
**GEOMETRY:**  
 LENGTH = 23.62 IN. (600 MM)  
 WIDTH = 19.68 IN. (500 MM)  
 HEIGHT = 11.81 IN. (300 MM)  
 TANK VOLUME = 3.18 CF  
 STORAGE VOLUME = 2.86 CF  
 VOID INTERNAL VOLUME: 90%  
 VOID SURFACE AREA: 90%

**LOAD RATING:**  
 HS20/HS25 - SEE SPEC FOR COVER REQUIREMENTS

**MATERIAL:**  
 100% RECYCLED POLYPROPYLENE

**R-TANK<sup>XD</sup> - MODULE DETAIL**

**Jose A Arvelo**  
 Digitally signed by Jose A Arvelo  
 Date: 2026.03.11 22:36:27 -04'00'



PLANT LIST				
QTY.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE
<b>TREES</b>				
4	QV	QUERCUS VIRGINIANA	LIVE OAK	12'; 3" CAL.
6	UA	ULMUS ALATA	WINGED ELM	12'; 3" CAL.
5	LI	LAGERSTROEMIA INDICA	CREPE MYRTLE	10'; 3" CAL.
<b>SHRUBS</b>				
150	VO	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	24"x24"; 30" OC
<b>GROUND COVER</b>				
185	LV	LIRIOPE VARIEGATA	AZTEC GRASS	FULL GLS., 18" OC

SOD TO BE ARGENTINE BAHIA OR EQUAL.

**GENERAL LANDSCAPE NOTES**

- ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER 'GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
- ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
- THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
- ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 PEAT).
- THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
- ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF PINE BARK MULCH.
- NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
- LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
- ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR(4) TO SIX(6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
- SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE ARGENTINE BAHIA.
- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, WITH 100% COVERAGE, BACK FLOW PREVENTOR, & RAIN SENSOR DEVICE.
- DIRECT SPRAY HEADS AWAY FROM ANY NATURAL AREAS AND PAVED SURFACES.
- THE TREE CALIPER OF ALL TREES SPECIFIED ON THE PLANT LIST SHALL BE MEASURED AT SIX (6) INCHES ABOVE GRADE.

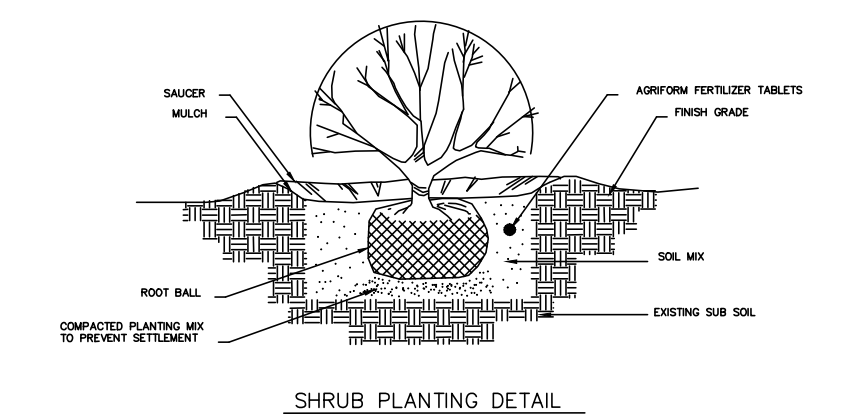
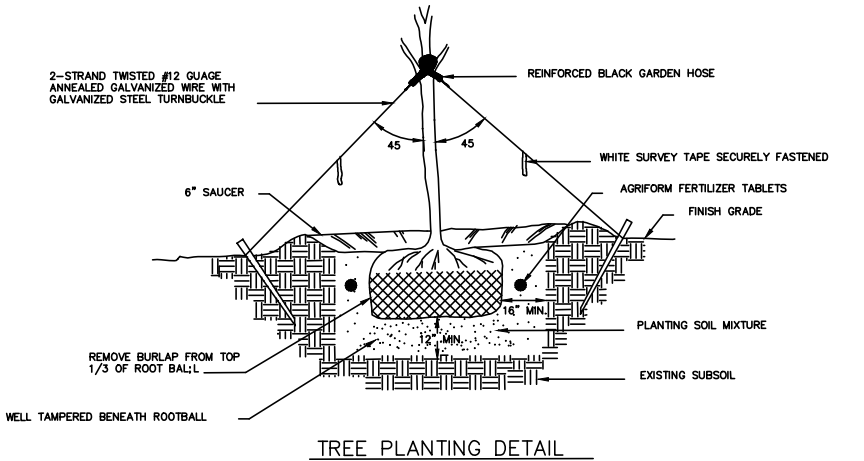
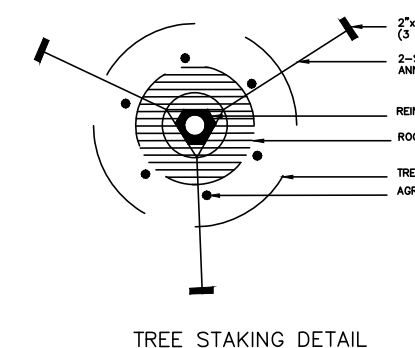
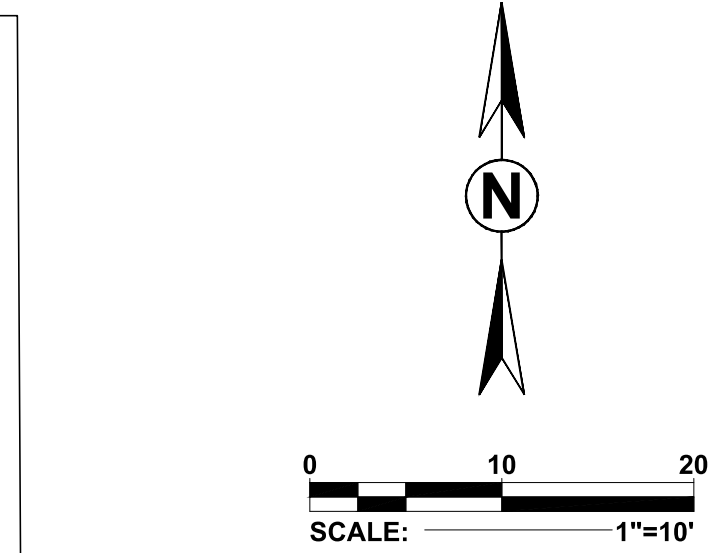
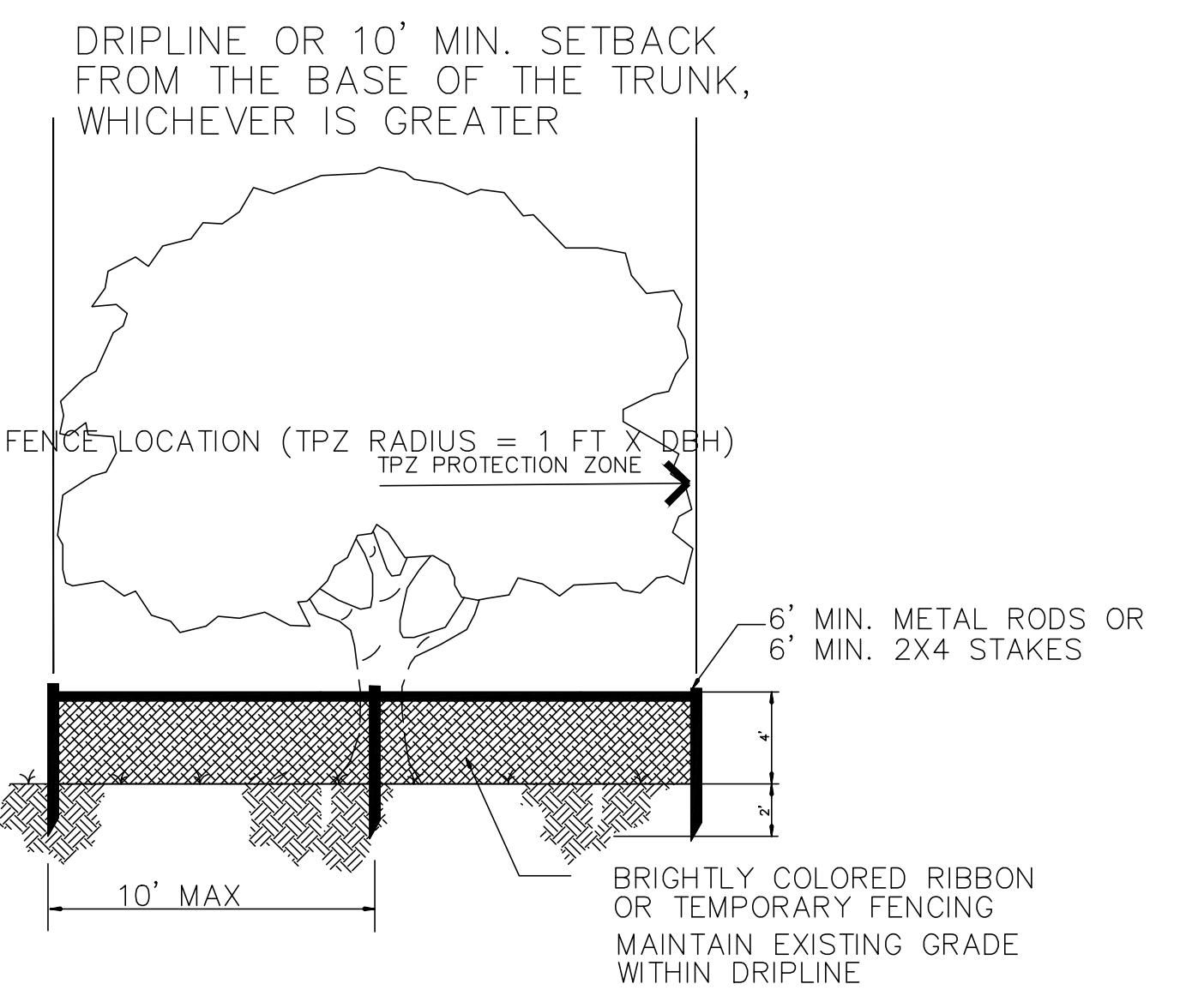


FIGURE 1. REGULATED TREE BARRICADE DETAIL



TREE CALCULATIONS		
TREES REMOVED (FOUR GREATER THAN 12")	59"	
TREES INSTALLED	TEN	
# TREES		REMOVED
20" OAK		YES
2 13" OAK		YES
3 19" OAK		YES
4 7" OAK		YES
5 16" OAK		NO
6 9" OAK		NO
7 10" OAK		NO
8 8" OAK		NO
9 10" OAK		NO
10 18" OAK		NO
11 22" OAK		NO
12 19" MAPLE		NO

Scott V Moore  
 Digitally signed by Scott V Moore  
 Date: 2026.03.12 08:44:31 -04'00'  
 Ravensdale Planning & Design  
 Land Planning Landscape Architecture Project Management Expert Witness  
 5106 South Pointe Drive Inverness, Florida 34650  
 (407) 847-1213

**Ravensdale Planning & Design**  
 Land Planning Landscape Architecture Project Management Expert Witness  
 5106 South Pointe Drive Inverness, Florida 34650  
 (407) 847-1213

APP	DESCRIPTION
1	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024

DATE: 12-10-24

REVISIONS

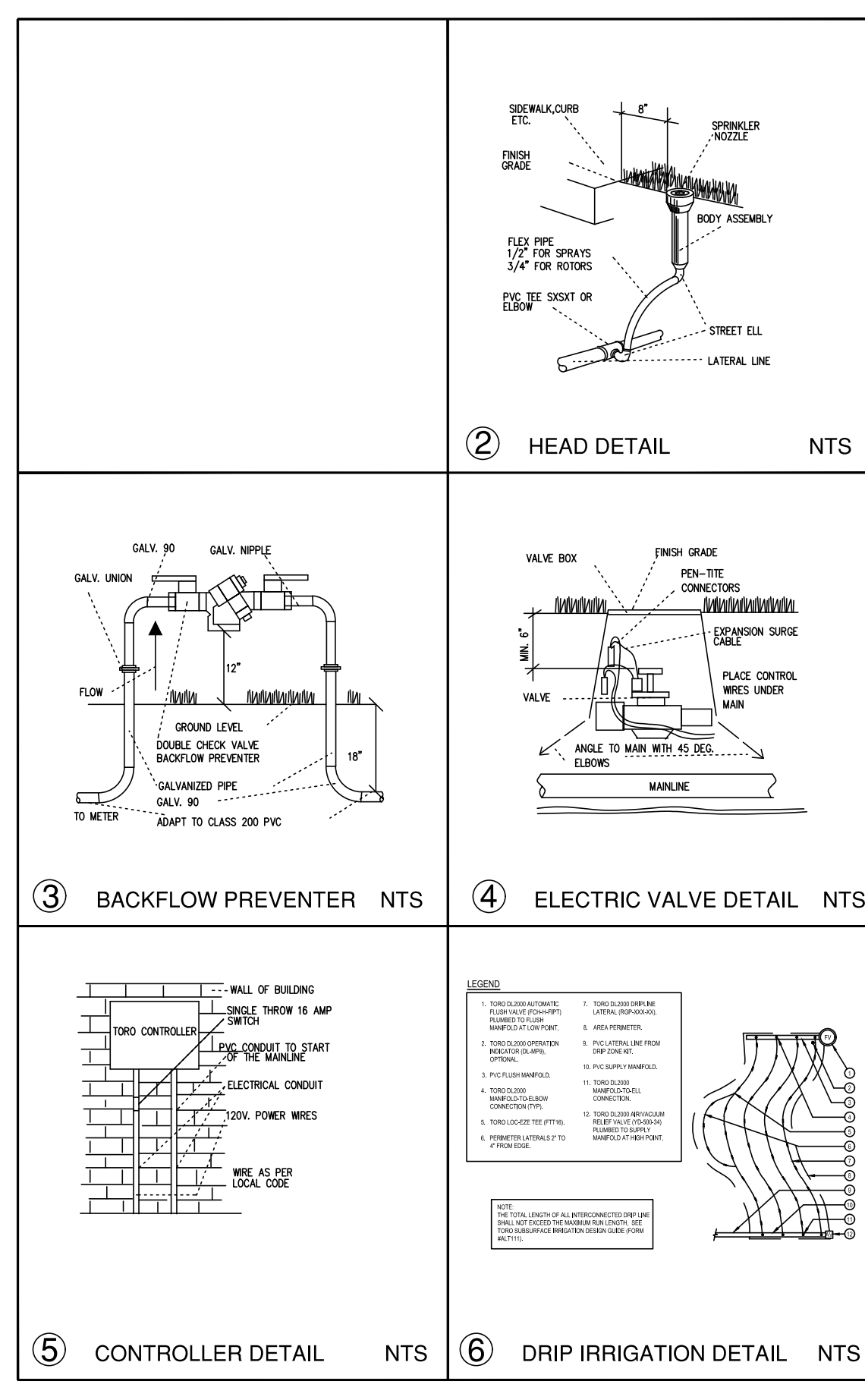
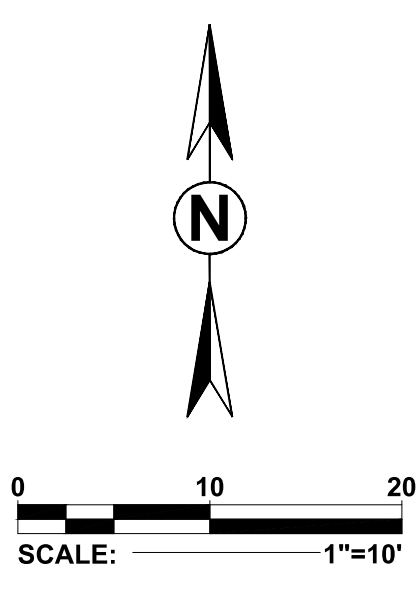
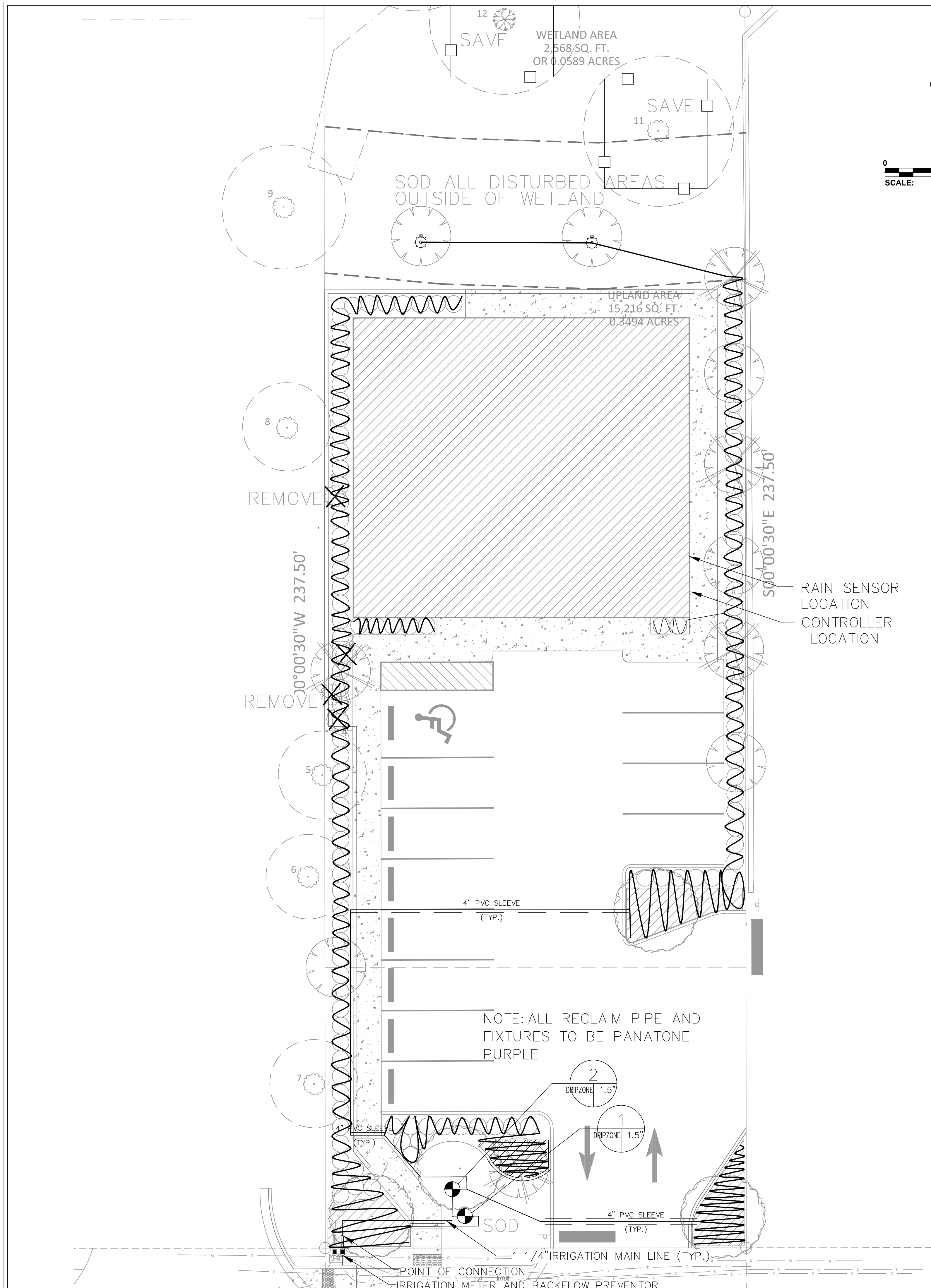
NO.	DATE	DESCRIPTION
1	12-10-24	

**LANDSCAPE PLAN**

WINTER GARDEN PLAZA  
 13675 W COLONIAL DR  
 WINTER GARDEN, FL 34787

SCALE: 1"=10'  
 DATE: NOV 2024  
 DESIGN: [Blank]  
 DRAWN: [Blank]  
 CHECKED: [Blank]  
 CADD: [Blank]

JOB NO. SHEET  
 24-7 L-1



**IRRIGATION NOTES:**  
 LANDSCAPE CONTRACTOR IS TO PROVIDE AN ENTIRE IRRIGATION SYSTEM WHICH PROVIDES 100% COVERAGE OF ALL PLANT AND GRASSED AREAS WITH HEAD TO HEAD SPACING OF SPRAY HEADS. PROVIDE ALL ITEMS NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM TO INCLUDE, BUT NOT LIMITED TO CONTROLLER, VALVES, PIPING, HEADS, RISERS, BACKFLOW PREVENTER, METER, WIRING, ELECTRICAL SUPPLY. PROVIDE AS-BUILT DRAWINGS UPON COMPLETION AND PRIOR TO FINAL PAYMENT. PROVIDE A RAIN SENSOR IN A CONSPICUOUS LOCATION OPEN TO RAINFALL. COORDINATE ALL WORK AND SLEEVE LOCATIONS WITH GENERAL CONTRACTOR. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR OWNER/ARCHITECT REVIEW AND APPROVAL PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR IS TO PROVIDE AND INSTALL A SEPARATE WATER METER FOR IRRIGATION PURPOSES. LANDSCAPE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED FOR THE INSTALLATION OF THE IRRIGATION SYSTEM.

**IRRIGATION LEGEND**

○	FULL 6" POP-UP SPRAY HEAD	570-8-F
◊	1/4 6" POP-UP SPRAY HEAD	570-8-Q
◐	1/2 6" POP-UP SPRAY HEAD	570-8-H
◑	1/3 6" POP-UP SPRAY HEAD	570-8-T
◒	2/3 6" POP-UP SPRAY HEAD	570-8-TT
◓	3/4 6" POP-UP SPRAY HEAD	570-8-TQ
●	FULL 6" POP-UP SPRAY HEAD	570-15-F
◐	1/4 6" POP-UP SPRAY HEAD	570-15-Q
◑	1/2 6" POP-UP SPRAY HEAD	570-15-H
◒	1/3 6" POP-UP SPRAY HEAD	570-15-T
◓	2/3 6" POP-UP SPRAY HEAD	570-15-TT
◔	3/4 6" POP-UP SPRAY HEAD	570-15-TQ
◕	CENTER STRIP SPRAY HEAD	570-4-CST
◖	SIDE STRIP SPRAY HEAD	570-4-SST
◗	END STRIP SPRAY HEAD	570-4-EST
◘	570-15-ADJ	

○ DENOTES VARIABLE 6" POP-UP SPRAY HEAD IN '15' PATTERN  
 ◑ DENOTES 4" POP-UP SPRAY HEAD OR ROTOR ON PVC RISER  
 ▲ POP-UP STREAM ROTOR  
 \* 500 SERIES STREAM BUBLER  
 ● TORO PLASTIC VALVE  
 — CLASS 200 PVC MAIN LINE  
 — CLASS 160 PVC LATERAL LINE  
 — PVC SLEEVE 4" IN DIAMETER  
 — PIPE CROSSOVER

**VALVES**

□ BACKFLOW PREVENTER  
 □ IRRIGATION METER  
 □ CONTROLLER LOCATION # CC-099  
 □ RAIN SENSOR LOCATION # 252-25-06 1.5" VALVES

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

**ALL ZONES ARE DRIP**

**IRRIGATION PLAN**

WINTER GARDEN PLAZA  
 13675 W COLONIAL DR  
 WINTER GARDEN, FL 34787

Ravensdale Planning & Design  
 Land Planning Landscape Architecture Project Management Expert Witness  
 5106 South Pointe Drive Inverness, Florida 34609  
 (407) 647-1213

APP	DESCRIPTION	DATE
1	CITY OF WINTER GARDEN COMMENT LETTER DATED 12-13-2024	12-10-24

SCALE: \_\_\_\_\_  
 DATE: NOV 2024  
 DESIGN: \_\_\_\_\_  
 DRAWN: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_  
 CADD: \_\_\_\_\_

JOB NO. \_\_\_\_\_ SHEET L-2  
 24-7







# CITY OF WINTER GARDEN

## *Development Review Committee*

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

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

### MEMORANDUM

**TO:** KELLY CARSON, PLANNING DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** APRIL 6, 2026  
**SUBJECT:** SITE PLAN REVIEW – 4<sup>th</sup> REVIEW  
13675 W COLONIAL DRIVE – WINTER GARDEN PLAZA

Pursuant to your request, we have reviewed the revised site plan dated 3/11/26 for compliance with the City's stormwater and site requirements. This plan proposes the demolition of the former Maryland Fried Chicken building and construction of a 3,184 s.f. commercial building with associated parking, stormwater & utilities on the 0.41 acre C-2 zoned site. This was submitted in response to our comments of 2/16/26 and DRC meeting of 2/25/26 where it was referred to staff review only.

### ENGINEERING

We again recommend approval of the site plan, subject to approval by all other departments and the following conditions and comments. Underlined comments shall be addressed prior to pre-con (utility fees & permits):

1. Planning Department shall review and comment on proposed use, parking count, setbacks, open space, landscaping, buffering, lighting and signage, including the C-2 Zoning and SR 50 overlay requirements.
2. General Requirements (as noted):
  - a. All gravity sanitary pipe and fittings shall be SDR 26.
  - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
  - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
  - d. All Storm (>12") and Sanitary lines (>6") shall be inspected by CCTV prior to completion.
  - e. Use City Standard Detail sheets for utilities and public works in future submittals (see City website).
  - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
  - g. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code (as shown). Existing sidewalks, curbs, or pavement will be checked at completion and any damaged sections shall be replaced.
3. Sheet C-4 – Grading Plan:
  - a. The plan shows an underground exfiltration system for the treatment and attenuation required by SJRWMD and FDOT. **The system will be monitored periodically by the City and if it does not function as designed, provisions shall be made to correct it at the Owner's expense.**
  - b. As noted in the soils report this site has a high estimated seasonal water table underlain with clayey and silty sands – **not conducive to infiltration.**
4. Sheet C-5 – Utility Plan:
  - a. All irrigation on the site shall be designed to be supplied by reclaimed water when available and shall be served by a jumper to potable water until that time. Any irrigation lines within public R/W shall be purple in color.
  - b. All utilities to the site shall be underground per Code (Section 18-33) including telephone, electric

and cable.

- c. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits. Based on the meter sizes shown (1" potable meter; 3/4" irrigation meter) impact fee shall be as follows:

**The following fees were due if paid prior to April 1, 2026:**

<u>3/4" Irrigation meter</u>	<u>1 ea. @ \$1,086.00</u>	<u>=</u>	<u>\$1,086.00</u>
<u>1" Potable meter</u>	<u>1 ea. @ \$2,715.00</u>	<u>=</u>	<u>\$2,715.00</u>
<u>Wastewater for 1" meter</u>	<u>1 ea. @ \$4,418.00</u>	<u>=</u>	<u>\$4,418.00</u>
	<b><u>TOTAL</u></b>	<b><u>=</u></b>	<b><u>\$8,219.00</u></b>

**If not paid by 3/31/26, the following fees will be due:**

<u>3/4" Irrigation meter</u>	<u>1 ea. @ \$2,685.00</u>	<u>=</u>	<u>\$2,685.00</u>
<u>1" Potable meter</u>	<u>1 ea. @ \$3,356.00</u>	<u>=</u>	<u>\$3,356.00</u>
<u>Wastewater for 1" meter</u>	<u>1 ea. @ \$14,606.00</u>	<u>=</u>	<u>\$14,606.00</u>
	<b><u>TOTAL</u></b>	<b><u>=</u></b>	<b><u>\$20,647.00</u></b>

(does not include connection/installation fee; coordinate with Utility Billing for any existing credits)

5. Sheet C-7.0 – Construction Details/Demolition Plan:
- a. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inside of bollards & gate hardware), and access by solid waste vehicles. Coordinate additional requirements and approval with Public Services Department, Solid Waste Division.
  - b. A Demolition Permit is required to demolish the existing building.
6. Signs, screen and retaining walls will need a separate permit from Building Department.
7. All on-site utilities shall be privately owned and maintained. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits or issuance of site or building permits. Meter sizes shall be provided for review by the Utilities Department for verification of impact fees at time of Building Permit application. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits or exemptions have been issued.  
(does not include connection/installation fee)
8. Streetlighting, both internally and on all street frontages, is required pursuant to City Code – dark skies lighting is required. A photometric plan has been submitted for review by the Planning Department.
9. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
10. Permits or exemptions shall be provided from SJRWMD for stormwater, FDOT (driveway and drainage) and FDEP for water and wastewater.

**PLANNING COMMENTS**

11. Note: Signs permitted separately. All signage shall adhere to City Code Chapter 102 – Signs.

**STANDARD GENERAL CONDITIONS**

12. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
13. All work shall conform to City of Winter Garden standards and specifications.
14. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
15. 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code.

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

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

**END OF MEMORANDUM**

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

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

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

**Date:** May 6, 2026

**Meeting Date:** May 14, 2026

**Subject:** Request to Waive the Formal Procurement Process for Repair & Replacing the Gravity Sewer coming into and inside the Crest Avenue WWTF

**Issue:** The existing 24 and 30 inch gravity sewer coming into the plant was not anticipated to be replaced with the construction of the WWTF. Additionally, the interior treatment train gravity drain lines were only proposed to connect to the existing lines. Upon cleaning and inspection many deficiencies were discovered that replacement and/or lining of both systems is the most cost-efficient means of mitigating the deficiencies. This request would award the work to Wharton Smith and their subcontractors who are already mobilized onsite and funded through the Collections Fund line and will not add to the cost of the treatment facility.

**Recommended Action:**

Recommend the City waive the formal procurement process and award a purchase order in the amount of \$2,833,542.47 to Wharton Smith Inc.

**Attachments:**

- Work proposal from Wharton Smith Inc..



# CONSTRUCTION MANAGEMENT

04/27/2026

Jim Monahan  
City of Winter Garden  
300 West Plant St.  
Winter Garden, FL 34787-3009

**Re:** Our Change Proposal 23-024-67 for **Gravity Sewer Collection System Repairs and Replacement**

**Project:** City of Winter Garden Crest Ave. WWTF Expansion

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

This change encompasses repairs and replacement of the Gravity Sewer Collection System from a new manhole installed to the south of the existing Blower Building, running west to the manhole in Beverly Dr., including re-routing the flow of the old 18" clay line in the intersection of Beverly Dr. and Crest Ave. Totalling 640 feet of 30" C900 PVC, 120' of 18" C900 and six new HDPE-lined manholes. CIPP pipe lining 500' of 24" clay pipe from new manhole east to the collector manhole near the IPS. Replacing twelve (12) brick manholes with new HDPE lined precast manholes. Replacing clay pipes with C900 PVC as follows, 140' of 16", 260' of 12", 720' of 8". Repairing 15" and 18" clay pipes with CIPP Liner. All dewatering, sewage bypasses, equipment, materials and labor included.

**Price:** **\$ 2,833,542.47** *Two Million Eight Hundred Thirty Three Thousand Five Hundred Forty Two Dollars and Forty Seven Cents*

**Time:** The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

**Clarification(s):** - None.

**Expiration:** This Proposal shall remain open for 30 calendar day(s).

**Attachment(s):** Negotiated Pricing Detail

Please contact me at (407)321-8410 or via e-mail tscott@whartonsmith.com if you have any questions or require additional information.

Regards,  
**Wharton-Smith, Inc.**  
Travis Scott  
Senior Project Manager

### ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Winter Garden



# NEGOTIATED PRICING DETAIL

Project: 23-024 - Gravity Sewer Collection System Repairs and Replacement

Date: 05/06/2026

Document: 23-024-67

## Detail by Cost Code

Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
01: 01-2-101 Sr. Superintendent	200.00	hrs	31,100.00	0.00	0.00	0.00	0.00	31,100.00
Sr. Superintendent	200.00	hrs	155.50 =	Labor @				31,100.00
01: 01-2-110 Field Engineer	200.00	hrs	16,800.00	0.00	0.00	0.00	0.00	16,800.00
Field Engineer	200.00	hrs	84.00 =	Labor @				16,800.00
01: 01-2-112 Quality Control	200.00	hrs	22,000.00	0.00	0.00	0.00	0.00	22,000.00
Quality Control	200.00	hrs	110.00 =	Labor @				22,000.00
01: 01-2-129 Sr. Project Manager	200.00	hrs	31,100.00	0.00	0.00	0.00	0.00	31,100.00
Sr. Project Manager	200.00	hrs	155.50 =	Labor @				31,100.00
01: 01-2-131 Project Manager	200.00	hrs	26,400.00	0.00	0.00	0.00	0.00	26,400.00
Project Manager	200.00	hrs	132.00 =	Labor @				26,400.00
01: 01-2-133 Project Engineer	200.00	hrs	8,200.00	0.00	0.00	0.00	0.00	8,200.00
Project Engineer	200.00	hrs	41.00 =	Labor @				8,200.00
01: 01-2-136 Mechanical Detailing	60.00	hrs	9,420.00	0.00	0.00	0.00	0.00	9,420.00
Mechanical Detailing	60.00	hrs	157.00 =	Labor @				9,420.00
01: 01-2-142 Safety Coordinator	120.00	hrs	13,800.00	0.00	0.00	0.00	0.00	13,800.00
Safety Coordinator	120.00	hrs	115.00 =	Labor @				13,800.00
01: 01-2-196 MOT Considerations	1.00	mth	0.00	0.00	52,140.90	0.00	0.00	52,140.90
MOT Install/Rent/Tear down	2.00	mths	26,070.45 =	Subcontract @				52,140.90
01: 01-3-300 Design Services	40.00	hrs	0.00	0.00	2,600.00	0.00	0.00	2,600.00
Design Services	40.00	hrs	65.00 =	Subcontract @				2,600.00
01: 01-3-550 As-Built Drawings	1.00	LS	0.00	0.00	2,500.00	0.00	0.00	2,500.00

	As-Built Drawings	1.00	LS	2,500.00 =	Subcontract @				2,500.00
403: 15-4-206	18" Forcemain	16.00	hrs	6,400.00	5,631.00	36,867.81	5,100.00	0.00	53,998.81
	18" Forcemain Disconnect/Reconnect	16.00	hrs	50.00 =	Labor @				800.00
	Line Stop & Wet Tap Prep	20.00	hrs	50.00 =	Labor @				1,000.00
	Line Stop & Wet Tap Removal	20.00	hrs	50.00 =	Labor @				1,000.00
	Wet Tap Connection to Bypass	16.00	hrs	50.00 =	Labor @				800.00
	Wet Tap Connection to Bypass Removal	16.00	hrs	50.00 =	Labor @				800.00
	Soft Dig Heavy Congestion (ROW)	40.00	hrs	50.00 =	Labor @				2,000.00
	309 Excavator	4.00	days	375.00 =	Equipment @				1,500.00
	Excavator w/compactor	4.00	days	550.00 =	Equipment @				2,200.00
	Loader	4.00	days	350.00 =	Equipment @				1,400.00
	Linestop & Wet tap	1.00	LS	36,867.81 =	Subcontract @				36,867.81
	18" Cap	1.00	EA	1,450.00 =	Material @				1,450.00
	18" Megalug w/acc kit	3.00	EA	399.00 =	Material @				1,197.00
	18" Sleeve	1.00	EA	2,984.00 =	Material @				2,984.00
464: 02-2-485	Dewatering System	1.00	LS	10,000.00	173,376.00	142,575.00	0.00	0.00	325,951.00
	Install & Remove Dewatering System 30" Replacement	1.00	LS	28,515.00 =	Subcontract @				28,515.00
	Install & Remove Dewatering System 16", 15", 12", 8" Replacement	1.00	LS	114,060.00 =	Subcontract @				114,060.00
	Dewatering Equipment Rental 30"	8.00	wks	4,404.00 =	Material @				35,232.00
	Dewatering Equipment Rental 16", 12", 8"	16.00	wks	4,404.00 =	Material @				70,464.00
	Maintain Dewatering System	200.00	hrs	50.00 =	Labor @				10,000.00
	Dewatering System Fuel	24.00	wks	2,820.00 =	Material @				67,680.00
464: 02-5-300	Sanitary Sewage Collection System	1.00	LS	0.00	384,488.68	1,422,766.46	0.00	0.00	1,807,255.14

30" Sanitary Sewage Collection System Piping & Manholes System Installed	1.00	LS	559,329.44 =	Subcontract @					559,329.44
16",15", 12" and 8" Sanitary Sewage Collection System Piping & Manholes System Installed	1.00	LS	739,937.02 =	Subcontract @					739,937.02
30" C900 PVC Green	640.00	LF	109.26 =	Material @					69,926.40
18" C900 PVC Green	120.00	LF	45.20 =	Material @					5,424.00
16" C900 PVC Green	140.00	LF	41.70 =	Material @					5,838.00
12" C900 PVC Green	260.00	LF	36.50 =	Material @					9,490.00
8" C900 PVC Green	720.00	LF	17.47 =	Material @					12,578.40
HDPE Lined Sanitary Manhole Package	1.00	LS	281,231.88 =	Material @					281,231.88
500'- 24" CIPP Lining Ops building to collector MH near IPS	1.00	LS	85,500.00 =	Subcontract @					85,500.00
250'- 15" and 18" CIPP Lining	1.00	LS	38,000.00 =	Subcontract @					38,000.00

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<b>464: 15-1-950</b>	<b>Temp. Bypass Pipe System</b>	<b>1.00</b>	<b>LS</b>	<b>3,000.00</b>	<b>115,714.00</b>	<b>42,980.00</b>	<b>0.00</b>	<b>0.00</b>	<b>161,694.00</b>
	Temp. Bypass Pipe System Install/Remove 30" Replacement	1.00	LS	25,980.00 =	Subcontract @				25,980.00
	Temp. Bypass Pipe System Install/Remove Lining Bypass	1.00	LS	17,000.00 =	Subcontract @				17,000.00
	Temp. Bypass Pipe System Rental 30" Replacement	6.00	wks	7,245.00 =	Material @				43,470.00
	Temp. Bypass Pipe System Rental 24" Lining Bypass	2.00	wks	3,961.00 =	Material @				7,922.00
	Temp. Bypass Pipe System Rental 15" & 18" Lining Bypass	2.00	wks	3,961.00 =	Material @				7,922.00
	Bypass fuel 30" Replacement	6.00	wks	5,640.00 =	Material @				33,840.00
	Bypass fuel 24" Lining Bypass	2.00	wks	5,640.00 =	Material @				11,280.00

Bypass fuel 15" & 18" Lining Bypass	2.00	wks	5,640.00 =	Material @			11,280.00
Maintain Bypass System	60.00	hrs	50.00 =	Labor @			3,000.00

<b>SUBTOTAL DIRECT COSTS</b>	<b>178,220.00</b>	<b>679,209.68</b>	<b>1,702,430.17</b>	<b>5,100.00</b>	<b>0.00</b>	<b>2,564,959.85</b>
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	<b>178,220.00</b>	<b>679,209.68</b>	<b>1,702,430.17</b>	<b>5,100.00</b>	<b>0.00</b>	<b>2,564,959.85</b>
Profit					8.75%	224,433.99

### Supplemental Markups

01	Material Taxes	6.50	Percent of Direct Material			44,148.63
					Total Price	<b>2,833,542.47</b>

**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 01, 2026

**Meeting Date:** May 14, 2026

**Subject:** Lift Station Oversize Agreement with Beazer Homes, LLC.

**Issue:** Staff has worked with Beazer Homes, LLC. To provide additional capacity for the onsite lift station and increased depth to sanitary collection system at the Windham Park Subdivision on Avalon Road so that the surrounding area will have the ability to connect for wastewater. The City has agreed to pay for the capacity improvements above what is required for the subdivision at final buildout.

**Recommended Action:**

Recommend signing the Lift Station Oversizing Agreement with Beazer Homes, LLC. In the amount of \$39,465.00.

**Attachments/References:**

- Oversize Agreement with Attachment A – Legal Description
- Windham Park Pump Station Pricing.

**THIS INSTRUMENT PREPARED BY**

Daniel W. Langley  
Fishback Dominick LLP  
1947 Lee Road  
Winter Park, FL 32789

**AND SHOULD BE RETURNED TO:**

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

**LIFT STATION OVERSIZING AGREEMENT**

THIS LIFT STATION OVERSIZING AGREEMENT, hereinafter referred to as the "Agreement," is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Winter Garden**, a Florida municipal corporation, hereinafter referred to as the "City"; and **Beazer Homes, LLC**, whose address is 2002 SUMMIT BLVD., 15TH FLOOR BROOKHAVEN, GA 30319, hereinafter referred to as the "Developer".

**WITNESSETH:**

**WHEREAS**, the Developer is the fee simple owner of that certain approximately 8.722 +/- acres real property generally located on State Road 545 (Avalon Road), Winter Garden, Orange County, Florida, legally described in **Exhibit "A"** attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"); and

**WHEREAS**, the Developer is developing the Subject Property to be consistent with zoning and site plan approval ("Project") and is required to extend and install certain utility main lines and a lift station to service the Subject Property; and

**WHEREAS**, the Project is being platted as the Windham Park subdivision containing 61 townhome lots and multiple tracts, including Tract LS-1 where the lift station serving the Project is being constructed; and

**WHEREAS**, pursuant to Section 78-2(b), City of Winter Garden Code of Ordinances, the City is requiring the Developer to oversize the lift station that Developer is required to design and install to increase the capacity beyond that needed to serve the Project in order to serve an additional 400 single-family units; and

**WHEREAS**, the parties desire to set forth the terms and conditions for the City's reimbursement to Developer for the lift station oversizing costs.

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

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

2. **Lift Station.** As part of the Developer's construction of the site infrastructure for the first phase of the Project subsequent to receipt of site plan approval, the Developer shall diligently pursue the design, permitting, installation and construction of an oversized lift station on proposed Tract LS-1 of the Windham Park plat in order to serve the Project's 61 townhome units plus an additional 400 single-family dwelling units for the benefit of development on other properties in the area (the "**Lift Station**"). The Lift Station shall be designed, permitted, installed and constructed in accordance with the City's Code, regulations, policies and requirements. Developer shall control all aspects of the construction and installation of the Lift Station and shall select and hire any independent contractors to complete the work as it shall determine.

The parties acknowledge and agree that the City is requiring the Lift Station to be oversized to serve an additional 400 single-family dwelling units beyond what is needed to serve the Project ("Oversizing"). The City shall reimburse Developer for the actual direct costs associated with such Oversizing, which the parties agree is \$39,465.00.

Upon completion of the Lift Station, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Lift Station, (ii) a two year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) provide a signed and sealed as-built survey of the Lift Station, (iv) the design engineer of record certification to the City that the Lift Station has been completed in accordance with approved design plans, and (v) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Lift Station. The Lift Station tract will be conveyed to the City in fee simple ownership at plat recording. The Lift Station shall be deemed completed upon Developer satisfying all of the conditions of this paragraph 2 ("**Lift Station Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Lift Station Completion. The City agrees that it has maintenance jurisdiction over the wastewater system that serves the Project and will be responsible for maintenance of the Lift Station upon the occurrence of the Lift Station Completion subject to the City's rights and the Developer's obligations under the 2-year maintenance bond or letter of credit.

Within sixty (60) days of Developer accomplishing Lift Station Completion, the City shall reimburse the Developer for the actual direct costs associated with the Lift Station Oversizing, but in no event shall such reimbursement amount paid by the City exceed \$39,465.00. The City is not required to reimburse the Developer for the costs to extend or install any utility lines to the Subject Property.

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

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

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

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

With a copy to: A. Kurt Ardaman, City Attorney  
City of Winter Garden  
1947 Lee Road  
Winter Park, Florida 32789  
Telecopy: (407) 262-8402

Developer: Beazer Homes, LLC  
2002 SUMMIT BLVD., 15TH FLOOR  
BROOKHAVEN, GA 30319

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

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

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

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

9. **Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Developer shall be and remain liable for performance of the obligations under this Agreement until such time as a written release is obtained from the City, in the City's sole discretion. Excluding the City, all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

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

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

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

13. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given sixty (60) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law.

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

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

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

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

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

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

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

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

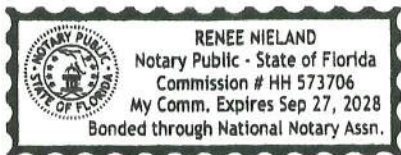
AGREED to by the City Commission of the City of Winter Garden, Florida, a Florida municipality and the Developer on the date first written above.

<p><b>ATTEST:</b></p> <p>By: _____ Ronisha Martin, CITY CLERK</p> <p><i>[Signature]</i> Print Name: <u>Jack LaFemina</u> Witness</p> <p><i>[Signature]</i> Print Name: <u>Renee Nieland</u> Witness</p>	<p><b>“CITY”</b></p> <p><b>CITY OF WINTER GARDEN, FLORIDA</b></p> <p>By: _____ JOHN REES, MAYOR</p> <p><b>“DEVELOPER”</b></p> <p><b>Beazer Homes, LLC, a foreign limited liability company</b></p> <p>By: <u>SM</u> <u>STEVEN CERVINO</u></p> <p>Title: Managing Member</p>
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STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was executed, sworn to and acknowledged before me  by means of physical presence  or online notarization on this May 1st, 2026 by Steven Cervino as Managing Member for **Beazer Homes, LLC, a foreign limited liability company**, on its behalf. He (check one)  is personally known to me, or  has produced a valid driver’s license as identification.



*[Signature]*  
Notary Public, State and County Aforesaid  
Name: Renee Nieland  
My Commission Expires: Sept. 27, 2028  
My Commission Number is: Comm. # HH573706

## EXHIBIT "A"

*LEGAL DESCRIPTION:*

*A TRACT OF LAND, LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°03'49" WEST, ALONG THE WEST LINE OF NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 668.13 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°40'16" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT LIES ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 545 (AVALON ROAD), PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENTATION MAP F.P. NUMBER 406146--1; THENCE CONTINUE SOUTH 89°40'16" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 632.58 FEET TO A POINT LYING ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE RUN SOUTH 00°31'56" WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 668.62 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE RUN NORTH 89°37'40" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 269.34 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 44°54'18" WEST, 110.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 44°42'25", AN ARC LENGTH OF 195.07 FEET, A CHORD LENGTH OF 190.16 FEET AND A CHORD BEARING OF NORTH 67°16'56" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'40" WEST, 104.24 FEET TO A POINT LYING ON AFORESAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 545 (AVALON ROAD); THENCE RUN NORTH 00°03'49" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 518.15 FEET TO THE POINT OF BEGINNING.*

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October 17, 2025

Beazer Homes  
151 Southhall Lane, Suite 200  
Maitland, FL 32751  
Attn: Brent Bigler

RE: Windham Park Planned Development  
Lift Station Pricing  
Winter Garden, Orange County, FL  
Section 27, Township 22 S, Range 27 E

Dear Mr. Bigler:

In accordance with your direction, HBC has priced 2 alternate lift station systems based upon the final "Pumping Station Design Report" prepared by England, Thims & Miller, Inc. dated August 4, 2025. The first system was the project lift station and was sized to provide service for the proposed 61 townhomes being constructed with the Windham Park Planned Development. The second system was the regional lift station and was sized to provide service for 61 townhomes in the Windham Park Planned Development and an additional 400 single family units to be constructed at a future date. Below is a summary of the pricing for each of the lift station alternatives.

- Project Lift Station: 1 LS @ \$483,185.00
- Regional Lift Station: 1 LS @ \$522,650.00
- Price Difference = \$39,465.00 (Cost increase for upsizing to Regional alternative)

We trust that this letter will serve as verification of the lift station pricing as indicated and will be adequate to clarify the additional costs incurred for the upsizing of the lift station components to serve future development. If you need any further information, please feel free to contact us at your convenience.

Thanks.

Hughes Brothers Construction, Inc.

**HUGHES  
BROTHERS  
CONSTRUCTION**  
4450 NE 83<sup>rd</sup> Road  
Wildwood, FL 34785  
Phone: 352-399-6829 Fax: 352-399-6830

EMPLOYMENT AGREEMENT  
(City Clerk)

THIS EMPLOYMENT AGREEMENT (this “Agreement”) made and entered into by and between the City of Winter Garden, a Florida municipal corporation, (hereinafter called "City") and Ronisha Martin (hereinafter called "Employee"), as party of the second part, both of whom understand and agree as follows:

WITNESSETH

WHEREAS, as provided by the City Charter of the City of Winter Garden (“City Charter”), the City Commission has the authority to appoint and employ the City Clerk; and

WHEREAS, Employee is currently employed with the City and serves as the Interim City Clerk; and

WHEREAS, Employee has demonstrated through her professional and educational experience and performance the level of professional and administrative competency desired by the City in its City Clerk, including by way of her previous service as Interim City Clerk and Assistant City Clerk and her Certified Municipal Clerk (CMC) designation and Florida Certified Records Manager (FCRM) certification; and

WHEREAS, City desires to employ the services of Employee as City Clerk of the City of Winter Garden to perform the duties of the City Clerk as provided for in the City Charter of the City of Winter Garden; and

WHEREAS, Employee is willing to accept the responsibilities and render specific performance to the City as City Clerk; and

WHEREAS, it is the desire of the City to continue to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, both parties feel it would be mutually beneficial to have an employment agreement between the City and the Employee setting forth agreements and understandings which provide inducement for Employee to accept the job of City Clerk and make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security.

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

Section 1. Appointment; Powers and Duties of the City Clerk.

A. The City hereby agrees to appoint and employ Employee as City Clerk of the

City of Winter Garden to perform the functions and duties of the City Clerk as specified in the City Charter, and to perform other legally permissible and proper duties and functions as the City of Winter Garden City Commission ("City Commission") shall from time to time assign, subject to this Agreement. The Employee agrees to perform said functions and duties of the City Clerk during the term of this Agreement.

B. As stated in Section 33 of the City Charter, the City Clerk has the duty to:

(1) Give notice of city commission meetings to its members and the public.

(2) Keep the minutes of city commission proceedings and its committees.

(3) Be the custodian of the city seal, all ordinances and resolutions and all records and papers of a general or permanent character pertaining to the affairs of the city.

(4) Have the power to administer oaths.

(5) Serve as the supervisor of municipal elections and be responsible for the conduct of such elections in the manner prescribed by state law, this charter, and city ordinances; provided, however, the city commission may delegate any or all such municipal election duties and/or authority to the County Supervisor of Elections as deemed necessary by the city commission.

(6) Perform such other duties as are assigned by this charter, the city commission, the city manager and state law. In the event of a conflict among duties assigned to the city clerk, the duties assigned by state law, this charter, the city commission and the city manager, shall control in that order. The city manager shall not interfere with the city clerk's performance of duties set forth in subsections (1)—(5), unless otherwise approved by the city commission.

C. The Employee agrees that she will devote substantially all of her full working time to the performance of the functions and duties required hereunder. The Employee agrees to remain in the exclusive employ of the City of Winter Garden while employed by the City of Winter Garden. The term "employ," however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on her time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Winter Garden. In the event overnight travel is required for such non-City related business,

the City Commission shall be notified in advance. De minimis use of City equipment for such purposes is hereby authorized.

- D. The Employee will obey all laws of the federal, state, and applicable local governments, including but not limited to, the City's Charter, ordinances, regulations, and resolutions.
- E. All provisions of City employee (or personnel) policies, procedures, rules and regulations (as they may be amended from time to time) shall apply to the Employee as they would to other employees of the City, except when inconsistent with or excepted by this Agreement or the City Charter.

Section 2. Effective Date/Term.

The Effective Date of this Agreement is upon its approval by the City Commission and execution by the parties. The term of this Agreement will be for an initial three (3) years commencing on the Effective Date. Thereafter, the term may be successively extended in three (3) year periods or other mutually agreeable periods, by the City Commission adopting a resolution prior to the end of the then current term. If this Agreement is not extended, Employee's employment will continue on an at will basis subject to the City's standard employment policies unless and until employment is terminated by either party.

Section 3. Termination/Resignation/Separation Compensation.

A. This Agreement and the employment of Employee may be terminated by the City Commission, and Employee removed as City Clerk, with or without cause, at any time during the term of this Agreement.

B. Except as provided in Section 3. C., if the City Commission terminates this Agreement and Employee's employment at a time when Employee is willing and able to perform her duties under this Agreement, then the City shall provide Employee with the following separation compensation ("Separation Compensation"):

(i) Within thirty (30) days from the effective date of termination, pay to Employee a lump sum payment equal to twenty (20) weeks' of Employee's base annual salary using the Employee's then current salary at time of termination of this Agreement.

(ii) Twenty (20) weeks of medical/dental insurance coverage as then currently provided, commencing on the day immediately following termination.

C. The City shall be exempt from and have no obligation to provide the Separation Compensation if any one or more of the following serve the City's basis for termination:

(i) Conviction of a Felony - If the City terminates Employee's employment due to a conviction of any criminal act resulting in a felony conviction;

(ii) Removal from Office- If the Governor of the State of Florida removes the Employee from office, pursuant to Section 112.51, Florida Statutes, or a court of law, the state government or the federal government otherwise lawfully removes Employee from office;

(iii) Misconduct - In the event Employee's employment with the City is terminated for misconduct as defined by reference to Section 443.036(30), Florida Statutes, as may be amended from time to time;

(iv) Malfeasance - If the City terminates the Employee's employment, due to the Employee's performance, in her official capacity, of an unlawful act or act that she is otherwise not legally authorized to do;

(v) Misfeasance - If the City terminates the Employee's employment, due to the Employee's performance, in her official capacity, of a legal act in an improper or illegal manner; or

(vi) Ethics Violation - If the City terminates Employee's employment due to Employee's violation of Code of Ethics for Public Employees, Chapter 112, Part III, Florida Statutes, as may be amended from time to time.

D. Employee may voluntarily resign her position as City Clerk and terminate this Agreement with at least thirty (30) days advance written notification to the City Commission, or such longer period as the Employee and City Commission agree. If termination of this Agreement and Employee's employment as City Clerk is due to a voluntary resignation submitted by Employee, the City shall have no obligation to provide the Separation Compensation to Employee.

E. On or before the effective date of termination of her employment, Employee shall turn over and surrender to the City, any access cards, keys, identification badges or cards, and all equipment (including but not limited to cell phones, smartphones, tablets, iPads, laptops, computers and other mechanical or electronic devices) furnished to the Employee or purchased by the City ("Equipment") in the same condition as originally furnished to Employee, reasonable wear and tear excepted. Employee shall not receive the lump sum portion [Section 3. B. (i)] of the Separation Compensation, if applicable, or any other post-employment compensation allowed by this Agreement, unless and until the Employee returns such Equipment to the City. This Section 3. E. shall remain effective beyond termination of Employee's employment and the termination of this Agreement.

#### Section 4. Salary.

A. City agrees to pay Employee for her services rendered pursuant hereto as City Clerk at an annual base salary of \$135,000.00 (less any deductions or withholdings required by applicable law and other deductions authorized by the Employee) payable in

installments at the same time as other employees of the City are paid. As an exempt employee, Employee will not receive overtime compensation.

- B. The City Commission may from time to time evaluate Employee's performance and give increases to the Employee's annual base salary without need to amend this Agreement.
- C. Employee is given the goal of working on and receiving the Master Municipal Clerk (MMC) designation within three years of the Effective Date of this Agreement. Upon obtaining the Master Municipal Clerk (MMC), the Employee will receive a five (5) percent increase in annual base salary from Employee's then existing annual base salary.

#### Section 5. Benefits.

During the term of this Agreement, the City agrees to continue to provide all retirement benefits, health insurance, fringe benefits and other benefits to Employee as she currently enjoys as an employee. Such benefits shall be governed in accordance with the City's policies, rules and regulations governing City non-public safety employees (as they may be amended from time to time).

#### Section 6. Professional Development.

Subject to budget appropriations and providing supporting reimbursement documentation, City agrees to pay reasonable professional dues for the Florida Association of City Clerks (FACC) and International Institute of Municipal Clerks (IIMC), training including Master Municipal Clerk training, travel, and subsistence expenses of the Employee for professional participation, training, conferences, and meetings adequate to continue her professional development as a municipal clerk. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. The Finance Director (or other designated employee) is hereby authorized to disburse funds as needed to fulfill all provisions of this Agreement, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section 7. Suspension.

City may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of the City Commission and the Employee agree; or after a public hearing, a majority of the City Commission votes to suspend the Employee for "just cause", provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing, by the City Commission members bringing such charges. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following: (1) willful neglect of duty, (2) felony or misdemeanor conviction of any crime involving moral turpitude, (3) violation of duties to the City of honesty and sobriety, (4) misconduct as defined by Section 443.036(30), Florida Statutes, (5) violation of Code of Ethics for Public Employees, Chapter 112, Part III, Florida Statutes, as may be amended from time to time, or (6) any other act of similar nature, or of the same or greater seriousness.

Section 8. Indemnification.

City has made Employee aware of the provisions of §768.28, Florida Statutes. Pursuant to §768.28(9) (a), Florida Statutes, Employee, as an officer of the City, shall not be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her employment or function, unless Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Further City has made Employee aware of the provisions of §111.07, Florida Statutes, authorizing municipalities to provide an attorney to defend certain civil actions arising from a complaint for damages or injury suffered as a result of any act or omission of action of any municipal officer for an act or omission arising out of and in the scope of such officer's employment and function. The City hereby extends to the Employee the protections afforded by Section 111.07, Florida Statutes, concerning the defense of civil actions against public officers and employees. However, this covenant to defend, save harmless and indemnify the Employee shall not apply to: (i) acts outside the scope of Employee's employment; (ii) claims for punitive damages; and (iii) acts or omissions

where the Employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 9. Conflict of Interest Prohibition.

It is further understood and agreed that because of the duties of the Employee within and on behalf of the City of Winter Garden and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Commission. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City, without the prior consent of the City Commission.

Section 10. General Provisions.

- A. During and after Employee's employment with the City, Employee shall not disclose any confidential or privileged information or records, or records that are exempt from public disclosure involving the business of the City, to any person or entity without the written permission of the City Commission or its designee, unless required to do so by law or court order. This Section 10 A. shall remain effective beyond termination of Employee's employment and the termination of this Agreement.
- B. The text herein shall constitute the entire Agreement between the parties, and all prior agreements (if any) between the City and Employee are terminated and no longer have any force or effect.
- C. This Agreement supersedes and replaces the prior Employment Agreement between the parties concerning Employee's Interim City Clerk status.
- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- E. This Agreement requires the approval of the City Commission prior to its effectiveness.

- F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- G. This Agreement shall be construed and governed in accordance with the laws of Florida. Venue for any litigation involving the terms, conditions and provisions of this Agreement shall exclusively lie in Orange County, Florida or the Federal Middle District Court of Florida, Orlando Division.

IN WITNESS THEREOF, the City of Winter Garden has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

City of Winter Garden

Employee

\_\_\_\_\_  
John Rees, Mayor

\_\_\_\_\_  
Ronisha Martin

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

Attest:

\_\_\_\_\_  
Jon C. Williams, City Manager

Date Approved by the City Commission:  
May \_\_\_\_, 2026