



**CITY COMMISSION AND
COMMUNITY REDEVELOPMENT AGENCY
AGENDA**

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

Regular Meeting

June 12, 2025

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes – May 22, 2025

2. First Reading and Public Hearing of Proposed Ordinances

- A. **Ordinance 25-15:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 110-60 GOVERNING EXPEDITED PROCESS FOR ISSUING BUILDING PERMITS IN ACCORDANCE WITH SECTION 177.073, FLORIDA STATUTES; CREATING SECTION 110-126 ESTABLISHING A REGISTRY OF QUALIFIED CONTRACTORS TO ASSIST THE CITY IN EXPEDITING REVIEW OF PRELIMINARY PLAT APPLICATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE – **Second reading and public hearing June 26, 2025 – Planning Director Carson**
- B. **Ordinance 25-16:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.20 ± ACRES LOCATED AT 522 SOUTH WOODLAND STREET, WEST OF SOUTH WOODLAND STREET, EAST OF SOUTH MAIN STREET, NORTH OF EAST STORY ROAD, AND SOUTH OF EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - **Second reading and public hearing June 26, 2025 - Planning Director Carson**
- C. **Ordinance 25-17:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENT OVER A PORTION OF LOTS 19 AND 20 OF WINTER GARDEN COMMERCE CENTER, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 133 AND 134 OF THE PUBLIC RECORDS OF ORANGE COUNTY (LOCATED AT 620 & 630 GARDEN COMMERCE PARKWAY) OWNED BY WG6 HOLDINGS, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN

EFFECTIVE DATE AND RECORDING – **Second reading and public hearing June 26, 2025** – **Planning Director Carson**

3. Regular Business

- A. Recommendation to waive permit fees and approve the City to cover permit fees associated with construction of the new Boys and Girls Club located at 459 9th Street in the amount of **\$83,180.25** – **Assistant City Manager for Public Services Pash**
- B. Recommendation to approve Non-Exclusive Franchise Agreement and Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement and authorize City Manager to sign both agreements – **Assistant City Manager for Public Services Pash**
- C. Recommendation to approve Downtown Parking Fee Agreement - **Planning Director Carson**
- D. Recommendation to approve Code Compliance and Settlement Agreement with Allister Rodgers in exchange for receiving an executed Right-of-Way, Sidewalk, Landscaping, and Utility Easement and a lump sum payment in the amount of **\$35,000** – **Planning Director Carson**
- E. Recommendation to approve **SITE PLAN** for 210 & 214 South Dillard Street, subject to conditions – **Planning Director Carson**
- F. Recommendation to authorize City Manager execute a Ground Lease Agreement between City of Winter Garden and Eight Waves Corporation located at 971 East Plant Street – **Economic Development Director Hutchinson**
- G. Recommendation to approve Sky Light Roofing for re-roof of Fire Station 22 located at 13521 Foxcrest Blvd in the amount of \$57,989 - **Facilities Operations Manager Markland**
- H. Recommendation to approve **SPECIAL EVENT** - National Night Out – Tuesday, October 7, 2025, from 6:00 – 9:00 p.m. with street closure – **Planning Director Carson**
- I. Recommendation to approve **SPECIAL EVENT** – Winter Garden Police Athletic League – Donut Dash 5k run on Saturday, November 8, 2025 from 6:30 a.m. – 11:00 a.m. – **Planning Director Carson**
- J. *Dispense as the City Commission and convene as the Community Redevelopment Agency*
Recommendation to approve and authorize City Manager to engage and pay Youngblood Building Movers, Inc. for house relocation services in an amount not to exceed **\$80,000** – **Economic Development Director Hutchinson**
- K. Recommendation to approve the Legacy Home Rehabilitation Program and authorize City Manager to execute a 1-year pilot Administration and Management Agreement between the

City of Winter Garden CRA and Rebuilding Together Greater Florida – **Economic Development Director Hutchinson**

Adjourn as the Community Redevelopment Agency and reconvene as the City Commission

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

NOTICES:

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

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

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



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



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



City Commission
Regular Meeting Minutes
May 22, 2025

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

Present:

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

Also Present:

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

1. Approval of Minutes

A. Regular Meeting Minutes – May 8, 2025

Motion by Commissioner Sharman to approve regular meeting minutes of May 8, 2025. Seconded by Commissioner Bennett and carried unanimously 5-0.

2. Second Reading and Public Hearing of Proposed Ordinances

A. **ORDINANCE 25-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-04 by title only. Planning Director Kelly Carson noted that her presentation would cover Ordinances 25-04, 25-05, and 25-06. She indicated that the City has worked closely with residents of the Historic East Winter Garden Neighborhood for years in an effort to help bring the community's vision to life. She described the history of the East Winter Garden plan and its road map for the community's development. Furthermore, Ms. Carson spoke of some of the "big ideas" slated in these efforts, such as increasing homeownership, and housing options, while preserving the neighborhoods' character. She described issues like the current future land use and zoning designation limitations for fully supporting the goal. Ms. Carson addressed the need for flexibility, affordable housing, adding future land use categories, community meetings, preservation of the neighborhood, and building wealth as some of the main topics. She noted that the staff believes Ordinances 25-04, 25-05, and 25-06 address these issues, and she recommended approval.

There was discussion on density, safeguards to keep buyers from buying up properties for profit only, gentrification safeguards, and detailed future oversight items to be sure the safeguards are met.

Mayor Rees opened the public hearing.

Dorrena B. Davis, on behalf of her mother, Joyce Brown, of 1681 East Bay Cove, Winter Garden, Florida, inquired whether the change from Low Density Residential to Residential Neighborhood would lead to commercial development or displacement of long-term residents. She also questioned the potential impact on property taxes and the potential for developers to build high- density housing.

Ms. Carson clarified that the area would remain residential and that the changes allow for limited density increases through a future zoning overlay with safeguards. She noted the goal is to support affordable housing for existing residents, not large-scale development or displacement.

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

Motion by Commissioner Johnson to adopt Ordinance 25-04. Seconded by Commissioner Sharman and carried unanimously 5-0.

- B. **ORDINANCE 25-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF E MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-05 by title only. Planning Director Kelly Carson stated that all information had been covered in the previous items' presentation. Staff recommended approval.

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

Motion by Commissioner Johnson to Adopt Ordinance 25-05. Seconded by Commissioner Jones and carried unanimously 5-0.

- C. **ORDINANCE 25-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF E MAPLE STREET FROM RESIDENTIAL NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-06 by title only. Planning Director Kelly Carson noted previously addressing this item and staff recommended approval.

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

Motion by Commissioner Johnson to Adopt Ordinance 25-06. Seconded by Commissioner Bennett and carried unanimously 5-0.

- D. **ORDINANCE 25-12:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE WINTER GARDEN COMPREHENSIVE PLAN BY ADDING A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-12 by title only. Planning Director Kelly Carson stated that this is a proposed amendment that would add a new property rights element to the City's comprehensive plan and is a requirement of the State of Florida. Ms. Carson noted some highlights of the ordinance as it relates to private property rights and the City's consideration of these rights in its decision-making. Staff recommended approval of Ordinance 25-12.

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

Motion by Commissioner Jones to Adopt Ordinance 25-12. Seconded by Commissioner Sharman and carried unanimously 5-0.

3. Regular Business

- A. Recommendation to approve and authorize Mayor to execute Traffic Enforcement Agreement with Bradford Creek Owners Association, Inc

Police Chief Steve Graham stated that residents of Bradford Creek wanted to authorize the Police Department to conduct traffic enforcement within the gated community. He noted that a state agreement was required to grant authority for enforcing civil traffic infractions. Police Chief Graham shared that the Homeowners

Association was concerned about vehicles blocking sidewalks and driveways. Staff recommended approval. Discussion ensued regarding the number of homes in the subdivision and there being confidence in the ability of the Police Department to assist in patrolling the area.

Motion by Commissioner Bennett to approve and authorize the Mayor to execute a traffic enforcement agreement with Bradford Creek Owners Association, Inc. Seconded by Commissioner Johnson and carried unanimously 5-0.

B. Recommendation to approve State Revolving Fund Loan Amendment 2 to Loan Agreement WW480102 to extend design period to August 15, 2025

City Engineer Jim Monahan stated that the City has a revolving loan for the Wastewater Treatment Plant design and upgrades. He noted that this requests an extension from the state to allow more time for design activities. Staff recommended approval. Discussion ensued about the August 15th date extension and if that would be enough time; it was emphasized that this was for the design only and the inclusion of any necessary changes.

Motion by Commissioner Bennett to approve the State Revolving Fund Loan Amendment 2 to Loan Agreement WW480102 to extend the design period to August 15, 2025. Seconded by Commissioner Sharman and carried unanimously 5-0.

C. Recommendation to approve special event Winter Garden Community Choir / Orlando Choral Society annual wine walk through downtown Winter Garden on Thursday, June 5, 2025

Planning Director Kelly Carson stated that the Winter Garden Community Choir along with the Orlando Choral Society requested approval to hold their annual wine walk through downtown Winter Garden. She noted the event date, time, and activities, and the use of the Pavilion for registration and pickup of the wine glasses. She noted that all wine tastings are within the merchant buildings and no alcohol is allowed outside. Staff recommended approval, subject to conditions. There was discussion on the performers coming out to Winter Garden.

Motion by Commissioner Bennett to approve a special event for the Winter Garden Community Choir along with the Orlando Choral Society's annual wine walk through downtown Winter Garden on Thursday, June 5, 2025, with road closure, and subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.

4. Matters From Public

Norine Dworkin, VoxPopuli Winter Garden, expressed that she felt personal comments made by the Mayor at the last City Commission meeting should have been noted in the

meeting minutes.

Dorrena B. Davis, 1681 East Bay Cove, Winter Garden, Florida, inquired about the enforcement of parking on sidewalks and parking on driveways, noting the smaller easement areas in her community. Clarification was made that the issues earlier discussed related specifically to the Bradford Creek subdivision.

Ken Brown, 432 Newhearth Circle, Winter Garden, Florida, expressed concerns about Hearthglen Boulevard being used as a speeding shortcut through their neighborhood, noted past traffic studies in the area, and asked the City to address the issue.

At this point in the meeting, Mayor Rees recognized an attending Boy Scout, allowed him to address the City Commission, introduce himself, and share why he was attending.

5. Matters From City Attorney - A. Kurt Ardaman

City Attorney Kurt Ardaman brought the issue of sound equipment in the Garden Theatre to the attention of the City Commission. He noted that there are certain issues under the City Charter and offered advice that the City Commission allow the City Manager, up to his authorized authority, permission to address the issue.

Motion by Commissioner Sharman to authorize the City Manager to resolve any and all remaining matters related to the Garden Theatre, including any necessary expenditures within his authority. Seconded by Commissioner Bennett and carried unanimously 5-0.

6. Matters From City Manager - Jon C. Williams

City Manager Jon C. Williams requested approval of a five-year agreement with Kuducom to replace CenturyLink as the primary internet provider, offering faster fiber services, improved reliability with Spectrum as backup, and over \$60,000 in total savings. Staff recommended approval.

There was discussion about the improvement, the savings, how this all works, and a technical explanation was provided by Information Technology Director David Livingston, noting an available option in the event that one system goes down, there would be a backup. Also mentioned was the topic of Fiberoptics.

Motion by Commissioner Bennett to approve a five-year agreement with Kuducom as primary internet provider. Seconded by Commissioner Sharman and carried unanimously 5-0.

7. Matters From Mayor and Commissioners

Commissioner Bennett thanked the staff for all that they do. She noted that the City has had a lot of requests for traffic-calming. She voiced her appreciation to the new resident, Ken Brown, for bringing the traffic issue to the City Commission, noting her awareness of

issues in other areas, but not in his area, and she stated that we cannot address items if we do not know about them. Furthermore, Commissioner Bennett noted her surprise at finding out that one of the speed bumps cost \$15,000, and she expressed that traffic studies have to be done to be sure they are warranted and to be fair and equal. She noted that while some residents support measures like speed bumps, others dislike them, especially when placed near their homes. She surmised that despite the mixed opinions, a physical solution seems necessary to encourage compliance. Commissioner Bennett thanked Mr. Brown for coming.

Commissioner Jones spoke of some traffic concerns which are also noted in her district, mostly issues of people parking on sidewalks or blocking driveways, mostly during the holidays. She expressed that the City is always trying to look into those issues and address them to make our City better. Commissioner Jones shared her appreciation after attending the recent Police and Fire Department recognition ceremony, commending the professionalism and dedication of both teams. Commissioner Jones thanked City staff for all that they do.

Commissioner Johnson thanked the staff for their hard work. She voiced her appreciation to the residents who attended this meeting and are staying informed and sharing feedback. She emphasized that we are all better when working together.

Mayor Rees spoke of attending the Police and Fire Department award ceremony, shared his appreciation, and spoke of them, their families, their job, the mindset needed to do their job, and he praised both departments for their bravery. He also encouraged everyone to attend the upcoming Memorial Day Service, mentioned thoughts of our fallen soldiers, and remembered Theo Graham's past contributions to the foundation of this event and voiced the City's indebtedness to him for that effort. Furthermore, Mayor Rees recognized the Bloom and Grow Society event, the release of 60 Monarch butterflies and noted the Society's positive impact on the community.

8. Adjourn

The meeting adjourned at 7:05 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Angela J. Grimmage

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 5, 2025 **Meeting Date:** June 12, 2025

Subject: Ordinance 25-15 - Special Magistrate

Issue:
Ordinance 25-15 amending City Code of Ordinances Section 110-60 governing expedited process for issuing building permits.

Discussion:
Ordinance 25-15 would amend City of Winter Garden Code Section 110-60 governing expedited process for issuing building permits in accordance with section 177.073, Florida Statutes. The new section would stipulate that building permits for residential properties may be submitted before the final plat is recorded if the applicant meets certain conditions. The purpose of this ordinance is to align the City's code with Florida Statutes.

Recommended Action:
Staff recommends approval of Ordinance 25-15, with the second reading and adoption hearing anticipated to be held on June 26, 2025.

Attachment(s)/References:
Ordinances 25-15
Business Impact Estimate

ORDINANCE NO. 25-15

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 110-60 GOVERNING EXPEDITED PROCESS FOR ISSUING BUILDING PERMITS IN ACCORDANCE WITH SECTION 177.073, FLORIDA STATUTES; CREATING SECTION 110-126 ESTABLISHING A REGISTRY OF QUALIFIED CONTRACTORS TO ASSIST THE CITY IN EXPEDITING REVIEW OF PRELIMINARY PLAT APPLICATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, on May 29, 2024, Governor DeSantis signed Senate Bill 812 into law, creating Section 177.073, Florida Statutes, which requires that the governing body of a municipality that has 10,000 residents or more create a program to expedite the process for issuing building permits; and

WHEREAS, the City of Winter Garden is a municipality of more than 10,000 residents which must adhere to Section 177.073, Florida Statutes; and

WHEREAS, Sec. 110-60, Winter Garden Code, provides an existing expedited process for issuing building permits for model homes which may be modified to conform to the requirements of Section 177.073, Florida Statutes; and

WHEREAS, Section 177.073, Florida Statutes, also requires that the governing body of a municipality establish a registry of qualified contractors who may be used by the governing body to supplement staff resources for processing and expediting the review of applications for preliminary plats or related plans; and

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

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

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

SECTION 2. City Code Amendment. Section 110-60 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 110-60. Expedited process for issuing residential building permits before a final plat is recorded~~Model homes.~~

- (a) Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the city engineer and final plat approval has been obtained.
- (b) Upon conditional approval of a preliminary subdivision plat, as required by Sec. 110-123, a~~A~~ subdivider may be allowed to submit an application for expedited building permits prior to the approval of the final plat in accordance with section 177.073, Florida Statutes~~obtain one building permit for a model home for each 20 lots located within a proposed subdivision prior to the issuance of a certificate of completion by the city engineer and final plat approval~~, provided the subdivider submits the applicable application fee, executes a hold harmless agreement to the city's satisfaction, and provides the performance guarantee required by subsection 110-152(7). The application must identify the percentage of planned homes or the number of building permits that the city must issue across all phases of the residential subdivision.~~Notwithstanding the permitted rate for model homes, the~~ The maximum number of building permits for model homes to be requested~~allowed~~ under this section in any one subdivision shall not exceed seventy-five (75) percent of planned homes across all phases of the residential subdivision~~ten~~. However, this limitation shall not prevent the city from, at its sole discretion, issuing a higher percentage of building permits within a subdivision if it is deemed to be in the best interest of the public.
- (c) ~~In addition, the~~ The following conditions shall apply prior to issuance of a building permit under this section~~for lots where model homes are allowed:~~
 - (1) The city has approved a preliminary plat for each residential subdivision or planned community.
 - (2) The applicant shall provide proof to the city that the applicant has provided a copy of the approved preliminary plat, along with the approved plans, to the relevant electric, gas, water, and wastewater utilities.
 - (3) The applicant shall hold a valid performance bond for up to 130 percent of the necessary improvements, as defined in section 177.031(9), Florida Statutes, that have not been completed upon submission of the application under this section. For purposes of a planned community, a valid performance bond is required on a phase-by-phase basis.
 - ~~(4)~~(4) The lots upon which the model homes are constructed shall be located within 300 feet of an active and approved fire hydrant and Florida Department of Environmental Protection has approved the clearance for the water system; and
 - ~~(5)~~(2) Main sewer and water lines for said lots shall be installed by the developer and be subject to review and approval by the city and approved for clearance by the Florida Department of Environmental Protection;

- ~~(6)(3)~~ The lots shall have a minimum of 20-foot wide emergency access road extending from a paved public street to within 50 feet of the proposed structure, as approved by the city engineer;
- ~~(4) A certificate of occupancy will not be issued on any model home permitted by this section until the city engineer has issued a certificate of completion pursuant to subsection 110-152(2)a.~~
- (d) An applicant may contract to sell, but may not transfer ownership of, a residential structure or building for which a building permit is issued until the final plat is approved by the city and recorded in the public records of Orange County. A certificate of occupancy will not be issued on any home permitted by this section until the city engineer has issued a certificate of completion pursuant to subsection 110-152(2)a.

SECTION 3. City Code Amendment. Section 110-126, presently “Reserved” under Article III, Division 3 of Chapter 110, is hereby created as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 110-126. Qualified Contractors.

- (a) A “qualified contractor” under this section shall mean an engineer or engineering firm licensed under chapter 471, Florida Statutes; a surveyor or mapper or surveyor’s or mapper’s firm licensed under chapter 472, Florida Statutes; an architect or architecture firm licensed under part I, chapter 481, Florida Statutes; a landscape architect or landscape architecture firm registered under part II, chapter 481, Florida Statutes; or any other qualified professional who is certified in urban planning or environmental management.
- (b) The city shall establish a registry of at least three (3) qualified contractors to supplement staff resources in ways determined by the city for processing and expediting the review of an application for a preliminary plat or plans related to such application.
- (c) A qualified contractor on the registry who is hired pursuant to this section to review an application, or any part thereof, for a preliminary plat, or any part thereof, may not have a conflict of interest, as defined in section 112.312, Florida Statutes, with the applicant.

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

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

SECTION 6. Codification. Sections 2 and 3 of this Ordinance shall be incorporated into the Winter Garden City Code. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 7. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____.

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

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

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk



Business Impact Estimate

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

Proposed ordinance's title/reference: Ordinance 25-15 – Expedited Residential Building Permits

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 25-15 would amend City of Winter Garden Code Section 110-60 governing expedited process for issuing building permits in accordance with section 177.073, Florida Statutes. The new section would stipulate that building permits for residential properties may be submitted before the final plat is recorded if the applicant meets certain conditions.

The purpose of this ordinance is to align the City's code with Florida Statutes.

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

This ordinance should not have any direct financial impacts on private businesses the City other than potentially lowering development costs by expediting a subdivision project's buildout timeframe.

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

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

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

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

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

The proposed ordinance should not have an impact on any business other than potentially expediting the permitting timeframe for residential developers.

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: June 6, 2025 **Meeting Date:** June 12, 2025

Subject: 522 S Woodland Street
Ordinance 25-16
PARCEL ID# 23-22-27-8576-02-050

Issue: The applicant is requesting to rezone the 0.20 ± acre property.

Discussion:

The applicant is requesting to rezone the property from R-2 (Residential District) to R-NC (Residential Neighborhood Commercial) District. R-NC is zoning consistent with the property's Future Land Use designation of NC (Residential Neighborhood Commercial) as well as the policies contained within the City's Comprehensive Plan.

Recommended Action:

Staff recommends approval of Ordinance 25-16, with the second reading and adoption anticipated to be on June 26, 2025.

Attachment(s)/References:

Location Map
Ordinances 25-16
Staff Report

LOCATION MAP

522 S Woodland Street
Rezoning



ORDINANCE 25-16

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.20 ± ACRES LOCATED AT 522 SOUTH WOODLAND STREET, WEST OF SOUTH WOODLAND STREET, EAST OF SOUTH MAIN STREET, NORTH OF EAST STORY ROAD, AND SOUTH OF EAST VINING STREET FROM CITY R-2 RESIDENTIAL DISTRICT TO CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the owner of that certain real property generally described as 0.20 ± acres of land located at 522 South Woodland Street, west of South Woodland Street, east of South Main Street, north of East Story Road, and south of East Vining Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from City R-2 Residential District to the City's R-NC Residential Neighborhood 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 R-NC Residential Neighborhood 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 City R-2 Residential District to City R-NC Residential Neighborhood 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 upon its adoption.

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of

Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

Parcel ID: 23-22-27-8576-02-050

Description:

LOT 5, BLOCK B, TANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK "S", PAGE139, OF THE PUBLIC RECORDS OF
ORANGE COUNTY, FLORIDA.

Containing 0.20 acres, more or less.

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: JUNE 2, 2025
SUBJECT: REZONING
522 S WOODLAND STREET (0.20 +/- ACRES)
PARCEL ID # 23-22-27-8576-02-050

APPLICANT: Mandy Cauthen

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located on 522 S Woodland Street, is an approximately 0.20 ± acre lot. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone the 0.20 ± acre property, which carries the zoning designation R-2 (Residential District) and is designated NC (Residential Neighborhood Commercial) on the Future Land Use Map of the City's Comprehensive Plan, to R-NC (Residential-Neighborhood Commercial) zoning district.

EXISTING USE

The property is developed with a 1,725 square foot single-family home.

ADJACENT LAND USE AND ZONING

The properties to north, south, and west of the subject property are developed with single-family homes as well as duplexes, are zoned R-2 (Residential District) and are located within the City's municipal limits. The property to the east is developed with single-family homes, are zoned C-2 (Arterial Commercial) zoning district and are located within the City's municipal limits.

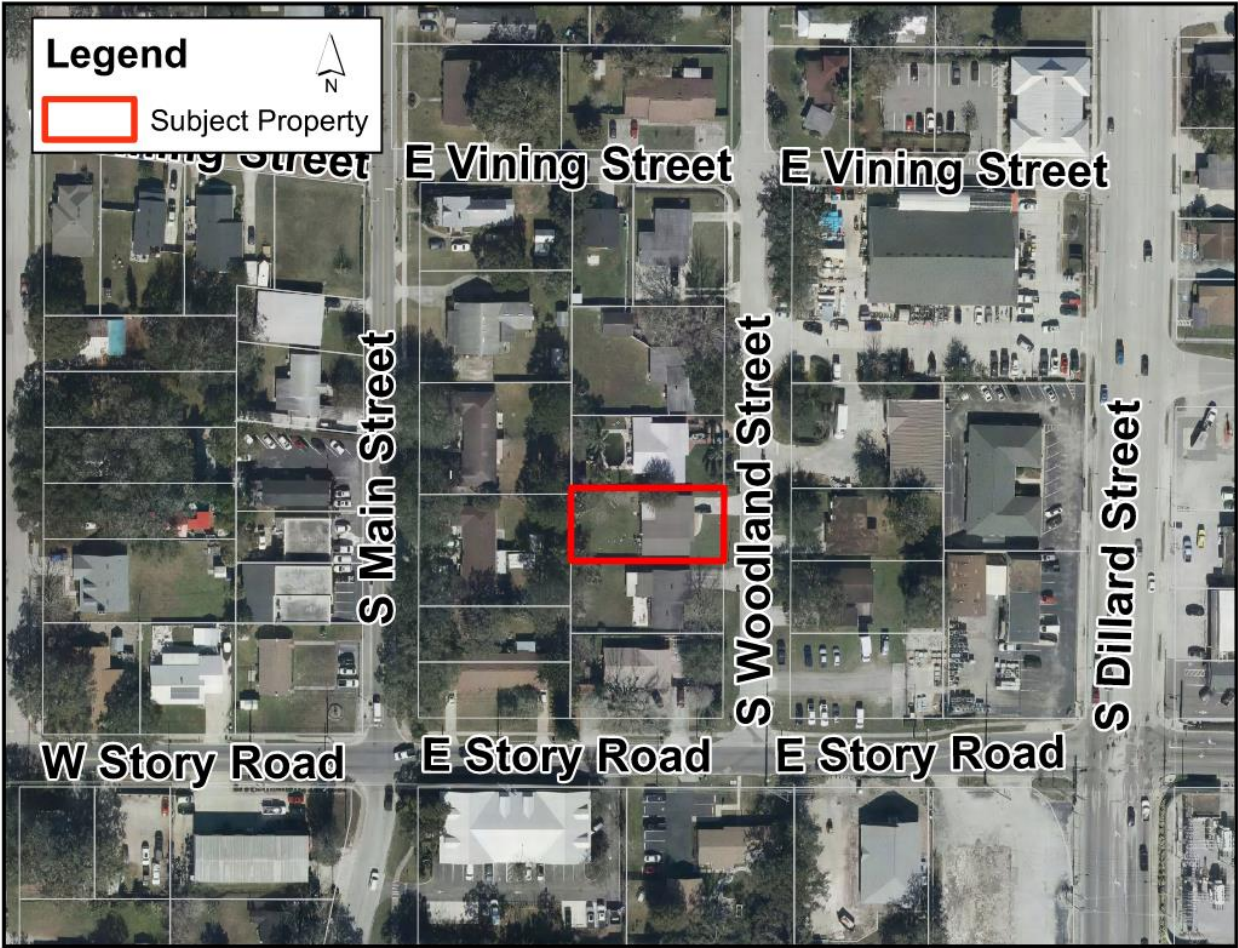
PROPOSED USE

The owner of the property is requesting to rezone to R-NC (Residential Neighborhood Commercial) to allow for Office uses. The property will have to go through the Special Exception permitting process as well as site plan review for this use.

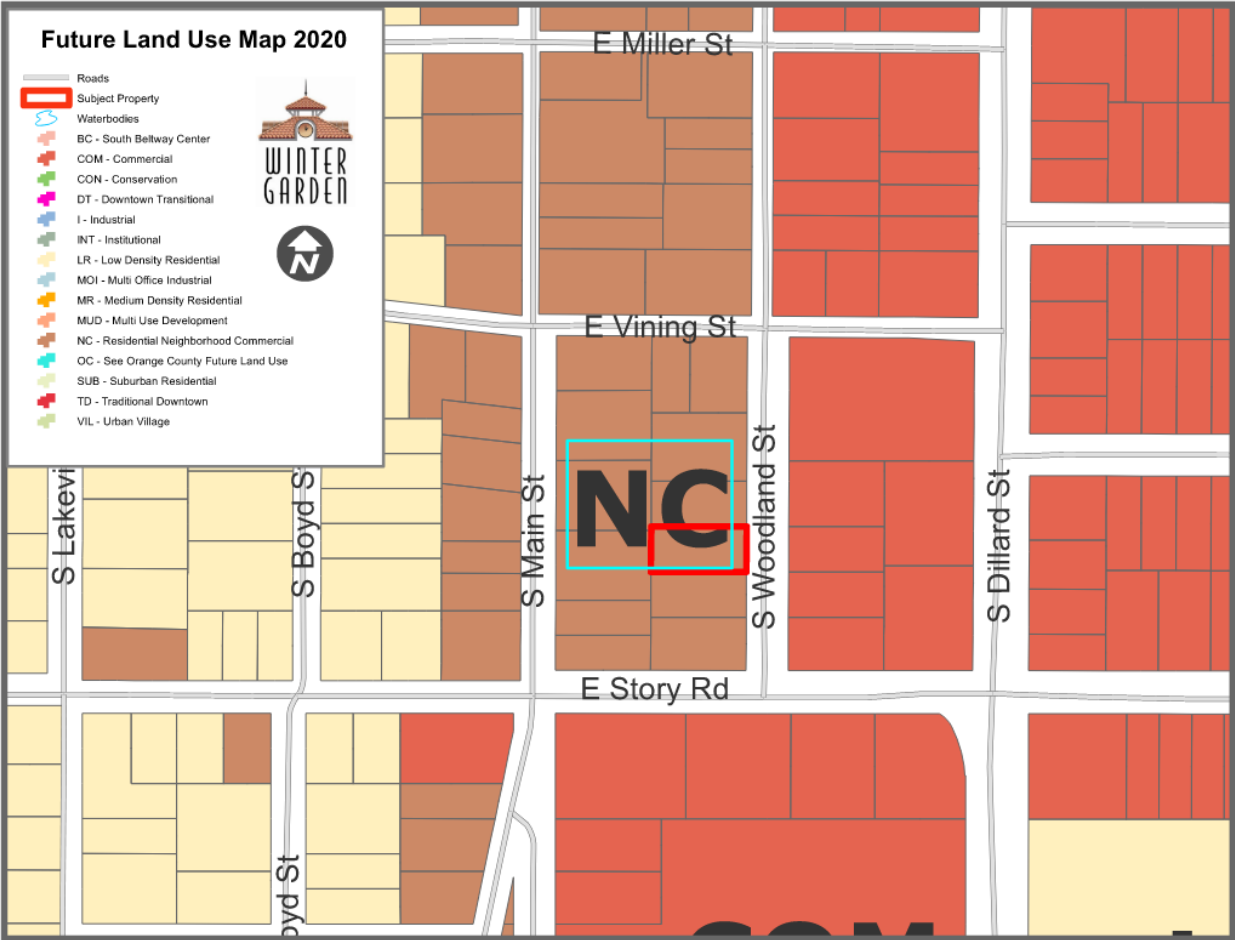
SUMMARY

The applicant's proposal to rezone the subject property from R-2 to R-NC is consistent with the property's Future Land Use designation of NC Residential Neighborhood Commercial as well as the policies contained within the City's Comprehensive Plan. City Staff recommends approval of Rezoning Ordinance 25-16.

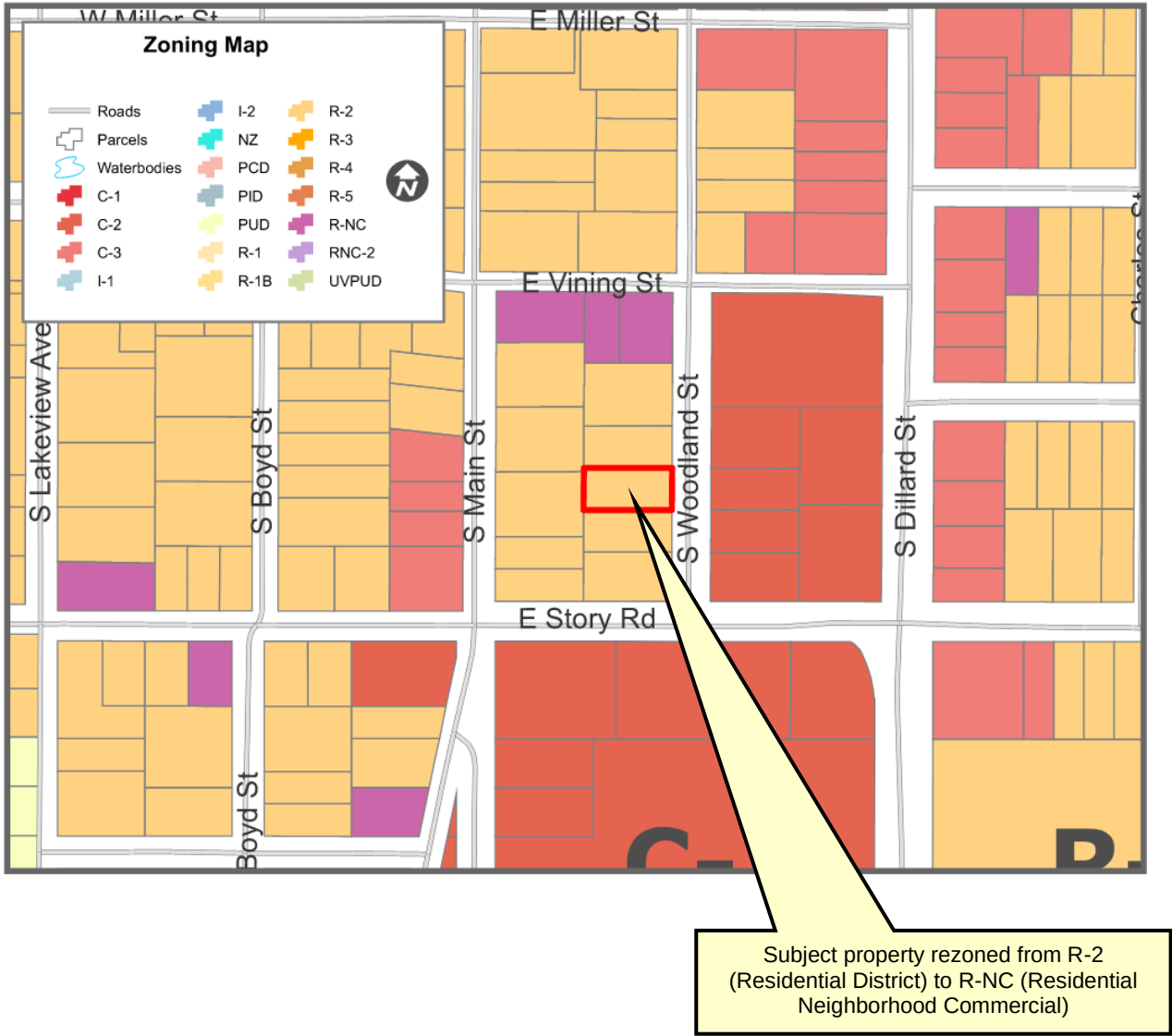
AERIAL PHOTO
522 S Woodland Street



Future Land Use Map
522 S Woodland Street



Zoning Map
522 S Woodland Street



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: June 5, 2025

Meeting Date: June 12, 2025

Subject: 620 & 630 Garden Commerce Parkway (Ordinance 25 -17)
Garden Commerce Center Easement Vacation
PARCEL ID # 24-22-27-9385-00-190; 24-22-27-9385-00-200

Issue: The applicant is requesting to vacate certain drainage and utility easements that exist over property located at 620 & 630 Garden Commerce Parkway.

Discussion:

The subject properties, located on Garden Commerce Parkway, are approximately 1.96 ± acres in total size. The property on Lot 20 is developed with a 16,956 square foot warehouse/office building. The property on Lot 19 is undeveloped. The applicant is requesting to vacate certain drainage and utility easements that were recorded with the final plat of the Winter Garden Commerce Center Phase I subdivision (as recorded in Plat Book 72, Pages 133 and 134, of the Public Records of Orange County, Florida) in order to combine the lots and build another warehouse/office building that is the same size, but attached in the rear. The site plan for Lot 19 was approved at the April 10, 2025, City Commission meeting, however site work and a final Certificate of Occupancy is contingent upon successful vacation of these easements.

The subject property carries the zoning designation PID (Planned Industrial Development), and is designated MOI (Multi Office Industrial) on the Future Land Use Map of the Comprehensive Plan.

Recommended action:

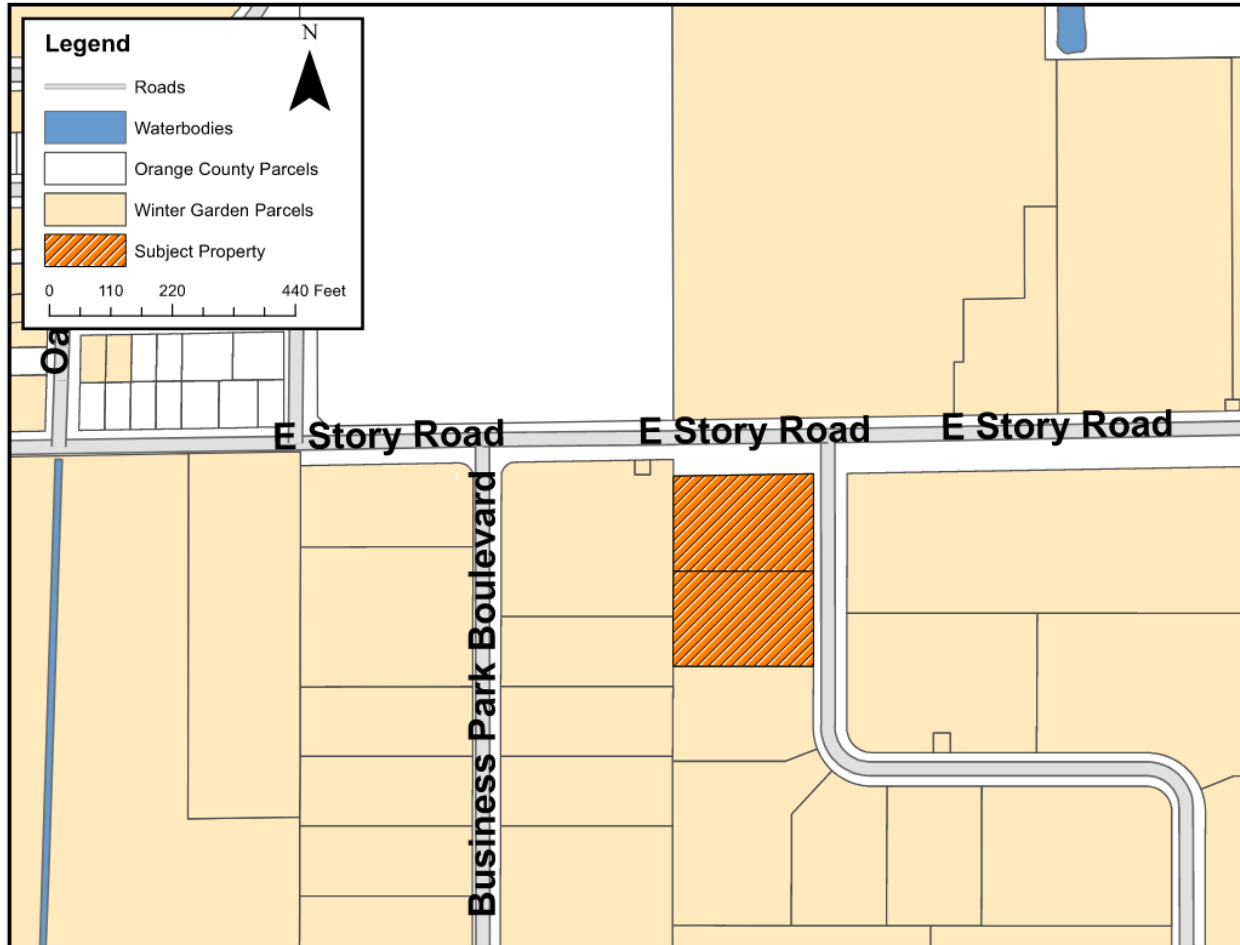
Staff recommends approval of Ordinance 25-17 with second reading and adoption anticipated to be on June 26, 2025.

Attachments/References:

Location Map
Ordinance 25-17
DRC Staff Report

LOCATION MAP

620 & 630 Garden Commerce Parkway



ORDINANCE 25-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENT OVER A PORTION OF LOTS 19 AND 20 OF WINTER GARDEN COMMERCE CENTER, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 133 AND 134 OF THE PUBLIC RECORDS OF ORANGE COUNTY (LOCATED AT 620 & 630 GARDEN COMMERCE PARKWAY) OWNED BY WG6 HOLDINGS, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

WHEREAS, WG6 Holdings, LLC (the "Owner") is the fee simple owners of the two lots located at 620 and 630 Garden Commerce Parkway, Winter Garden, Florida, which are legally described as Lots 19 and 20, Winter Garden Commerce Center, Phase 1, according to the plat thereof, as recorded in Plat Book 72, Pages 133, of the Public Records of Orange County, Florida (the "Lots"); and

WHEREAS, Owner has requested the City to vacate a portion of a plat dedicated drainage and utility easement upon the Lots in the area legally described and graphically depicted on Exhibit "A" attached hereto (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 lots and the vacation of the Proposed Vacated Easement will not affect the distribution of utility services to the public; 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 Lots 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 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: Easement Vacation — Drainage & Utility Easement. The portion of the drainage and utility easement depicted on **Exhibit “A”** and described above as the Proposed Vacated Easement located upon Lots 19 and 20, Winter Garden Commerce Center, Phase 1, according to the plat thereof, as recorded in Plat Book 72, Pages 133, of the Public Records of Orange County, Florida), is hereby vacated and annulled. The other easements dedicated on the plat over, under and through the Lots shall continue to exist and 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. 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: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

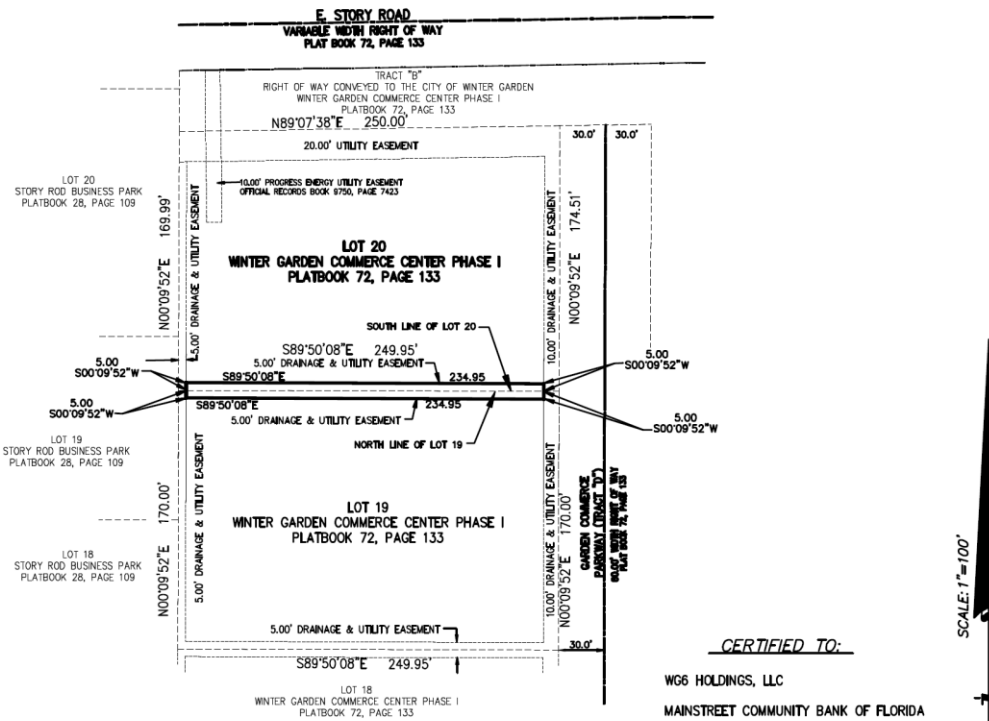
Exhibit A

" SKETCH OF DESCRIPTION "

DRAINAGE AND UTILITY EASEMENTS TO BE VACATED

"REAL PROPERTY DESCRIPTION"

THE SOUTH 5.00 FEET OF LOT 20, LESS THE WEST 5.00 FEET AND LESS THE EAST 10.00 FEET, TOGETHER WITH THE NORTH 5.00 FEET OF LOT 19, LESS THE WEST 5.00 FEET AND LESS THE EAST 10.00 FEET; WINTER GARDEN COMMERCE CENTER PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 133, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 19 AS BEING N.89°50'08"E. PER PLAT.
4. THIS IS NOT A BOUNDARY SURVEY, SKETCH ONLY.

CLIENT: COX CONSTRUCTION
JOB NUMBER: 19-05
CADD DWG. FILE: 19-05

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	4/23/24

CERTIFIED TO:

WG6 HOLDINGS, LLC
MAINSTREET COMMUNITY BANK OF FLORIDA
STONE & GERKEN PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott R Bechir Digitally signed by Scott R Bechir
Date: 2024.04.23 15:35:25 -04'00'

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807

SCOTT'S SURVEYING SERVICES, INC.

LB # 7442

8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA

PH. (386) 668-7332 FAX 668-7337

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MAY 15, 2025
SUBJECT: QUALITY PLAYING CARDS – 620 & 630 GARDEN COMMERCE PARKWAY
EASEMENT VACATION

Pursuant to your request, we have reviewed the revised easement vacation request application received 1/26/25 for compliance with the City's site and stormwater requirements. The Applicant is requesting to vacate a 10' wide platted drainage & utility easement that divides a portion of the property (Lots 19 and 20). This was submitted in response to our comments of 11/12/24.

ENGINEERING COMMENTS

We again recommend approval of the easement vacation 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. A lot combination shall also be required according to the request (in process).
3. Letters of "no objection" from the 3rd party utility providers are acknowledged. Provide a similar letter from the WGCC POA. Duke Energy has an easement over a portion of the platted easement to be vacated.
4. City staff has verified that no City-owned utilities or stormwater improvements are located within the easement.
5. See City Attorney and City Surveyor comments.
6. 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

7. No further comments.

CITY SURVEYOR

8. No further comments.

STANDARD GENERAL CONDITIONS

9. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
10. All work shall conform to City of Winter Garden standards and specifications.

11. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
12. 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.
13. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
14. 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.
15. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM



Business Impact Estimate

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

Proposed ordinance's title/reference: Ordinance 25-17 (620 & 630 Garden Commerce Pkwy Easement Vacation)

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 25-17 will vacate certain drainage and utility easements that were recorded with the final plat of the Winter Garden Commerce Center Phase I subdivision (as recorded in Plat Book 72, Pages 133 and 134, of the Public Records of Orange County, Florida) in order to combine the lots and build a warehouse 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: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: June 5, 2025

Meeting Date: June 12, 2025

Subject: Approve the City covering the permit fees associated with the construction of the new Boys and Girls Club located at 459 9th Street.

Issue:

The City is in partnership with the Boys and Girls Club and over the last several years the development has been approved at 459 9th Street. The site work is under way and the construction plans for the building have been submitted, reviewed, approved, and are ready to be issued. To continue our partnership, they are asking and staff is recommending the Board waive the permit fees and pay the impact fees and surcharge fees for a total of \$83,180.25.

Recommended Action:

Staff recommends the Board approve waiving the permit fees and pay the fees associated to the building permit of the Boys and Girls Club at 459 9th Street for a total of \$83,180.25.

Attachment(s)/References:

Permit Invoice

CITY OF WINTER GARDEN

300 W PLANT ST
WINTER GARDEN, FL 34787

Print Date: 06/03/2025
Permit Number: CNC25-0001
Permit Type: Com New Construction
Location: 459 9TH ST

Pay by Account in Full



Total Balance Due: \$83180.25

RC HANCOCK CONSTRUCTION, LLC
1255 SECOND AVE
OVIEDO, FL 32766

Invoice	Number	Date	Due	Adjustments	Payments	Balance
	0000002143	05/23/25	06/22/25	\$0.00	\$0.00	<u>\$83180.25</u>
Quantity	Category	Description			Billed	
100.00	Building & Other Permit Fee	Roll-Off - Commercial			100.00	
18500.00	Plan Review	Plan Review - Fire Plan Review			18500.00	
3700000.00	Building & Other Permit Fee	Permit Fee (Based on Valuation)			22230.00	
1.00	Surcharge	DBPR SURCHARGE(1.5%)			333.45	
1.00	Surcharge	DCA SURCHARGE(1%)			222.30	
22230.00	Plan Review	Plan Review - Building Plan Review			11115.00	
30.00	Electrical	Permit Fee - ELE - (Part of Building)			30.00	
1.00	Surcharge	DBPR SURCHARGE(1.5%) (ELE)			2.00	
1.00	Surcharge	DCA SURCHARGE(1%) (ELE)			2.00	
30.00	Mechanical	Permit Fee - MCH - (Part of a Building)			30.00	
1.00	Surcharge	DBPR SURCHARGE(1.5%) (MCH)			2.00	
1.00	Surcharge	DCA SURCHARGE(1%) (MCH)			2.00	
30.00	Plumbing	Permit Fee - PLB - (Part of a Building)			30.00	
1.00	Surcharge	DBPR SURCHARGE(1.5%) (PLB)			2.00	
1.00	Surcharge	DCA SURCHARGE(1%) (PLB)			2.00	
20385.00	Impact Fee	Impact - Police Commercial			13250.25	
20385.00	Impact Fee	Impact - Fire Department Commercial			17327.25	
Total Balance Due:					\$83180.25	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: June 5, 2025

Meeting Date: June 12, 2025

Subject: Approve and authorize the City Manager signing a Non-Exclusive Franchise Agreement and a Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement for a private recycling company to operate in the City of Winter Garden.

Issue:

Staff has been approached by a private company, Plant Street Recycling, LLC to start collecting recycling material in the City. The new company has been in conversation with the Stoneybrook West gated neighborhood and plan to begin operations there. The Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement holds the City harmless in case of accidents and requires them to have a \$50,000.00 Letter of Credit once they start operating outside of the gated neighborhood(s). The Non-Exclusive Franchise Agreement for Recyclable Materials Collection allows them to operate this business for City residents.

Recommended Action:

Staff requests the board approve the Non-Exclusive Franchise Agreement and a Non-Exclusive Franchise Indemnity and Hold Harmless Letter of Credit Draw Agreement and authorize the City Manager to sign both agreements.

Attachment(s)/References:

Non-Exclusive Franchise Agreement

Non-Exclusive Franchise Indemnity and Hold Harmless LOC Agreement

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR RECYCLABLE MATERIALS COLLECTION**

THIS AGREEMENT (this "Agreement") is made and entered into effective as of the 20th day of May 2025, by and between the **CITY OF WINTER GARDEN, a Florida municipal corporation** ("City"); and Plant Street Recycling, whose address is 1415 Marble Crest Way, Winter Garden FL ("Company").

WHEREAS, in accordance with Section 58-71(c), Winter Garden Code of Ordinance, the City has the right and authority to grant a non-exclusive franchise for the collection, conveyance or disposal of recyclable materials; and

WHEREAS, Company has applied for a non-exclusive franchise to collect, convey and dispose of recyclable materials from residential and commercial customers within the Winter Garden city limits; and

WHEREAS, recyclable materials are those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste; and

WHEREAS, the City has considered the request of the Company and determined that granting a non-exclusive franchise with the terms and conditions set forth herein will not negatively impact the interests of the City.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

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

2. Non-Exclusive Franchise. The City hereby grants to Company a non-exclusive franchise to collect, convey and dispose of recyclable materials from residential and commercial customers within the Winter Garden city limits pursuant to the terms and conditions of this Agreement and subject to Company's compliance with all applicable laws and regulations. No other collection, transportation or disposal of solid waste is authorized under this Agreement. Company understands that the City may grant additional franchises to other companies.

3. Effective Date/Term. The Effective Date of this Agreement is the date in which the last of the parties hereto executes this Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and end on September 30, 2027 unless terminated earlier as provided herein. This Agreement may be renewed in one-City fiscal year increments for up to three (3) additional, one City fiscal year (October 1st to September 30th) renewal terms upon request by the Company and with approval by the City Manager. If Company desires to renew this Agreement for an additional City fiscal year, the Owner should request a one-year renewal to the City Manager by at least May 1st of the year in which the then applicable initial term or renewal term expires. Any additional requested renewal terms beyond September 30, 2030 must be submitted to the City Commission for review and approval.

disbursements for offsetting or correcting damages, costs or expenses incurred or otherwise manners indemnified and held harmless, the LOC will be returned to PRINCIPAL within the third business day after the expiration of the Escrow Period.

3. If at any time the LOC is being held by the CITY the CITY discovers or becomes aware that PRINCIPAL or its contractors or agents caused damages for which are indemnified or held harmless by the Non-Exclusive Franchise Agreement, the CITY shall have the right and discretion, but not the obligation, to draw upon the LOC and use said funds to correct or repair, in whole or in part, such damage using its own forces or contractors that the CITY retains. In regards to damage to improvements owned by others, disbursement from LOC may be made by the CITY to the owner of such damaged improvements (or its contractor) in order to cause the necessary correction or repair of damages.

4. The LOC and the CITY's use or draw thereof is not a limitation on PRINCIPAL's liability for damages or other matters for which the CITY is indemnified or held harmless by the Non-Exclusive Franchise Agreement. PRINCIPAL shall immediately from receipt of an invoice from the CITY, reimburse the CITY for the additional costs over and above the LOC amount incurred by the City for satisfying in part or whole the obligations of the PRINCIPAL, including, but not limited to, construction costs, design and engineering costs, and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

5. Any notice, request, demand, instruction or other communication to be given to either Party hereunder will be sent by U.S. Mail to the addresses mentioned in the introductory paragraph of this Agreement.

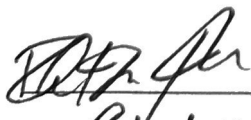
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida.

7. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument.

SIGNED AND DATED this 20th day of May, 2025 by the PRINCIPAL.

"PRINCIPAL"

City of Winter Garden, a Florida
municipal corporation


By: Robert Montgomery
Its: Plant Street Recycling
Date: 6/20/2025

Jon C. Williams, City Manager

Date: _____

**NON-EXCLUSIVE RECYCLING FRANCHISE INDEMNITY AND HOLD HARMLESS
LETTER OF CREDIT DRAW AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Plant Street Recycling, whose address is 1415 Marble Crest Way, Winter Garden (the "PRINCIPAL") is held and firmly bound to the **City of Winter Garden**, a Florida municipal corporation, whose address is Attn: City Manager, 300 West Plant Street, Winter Garden, Florida 34787, hereinafter referred to as "CITY", in the sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, as a condition of PRINCIPAL being granted a non-exclusive franchise pursuant to the NON-EXCLUSIVE FRANCHISE AGREEMENT FOR RECYCLABLE MATERIALS COLLECTION dated 5/20, 2025 between PRINCIPAL and the CITY ("Non-Exclusive Franchise Agreement"), the PRINCIPAL is required to provide the City with and keep in place prior to providing services to customers adjacent to public roads and during the remainder of the term (including renewal terms) of the Non-Exclusive Franchise Agreement, a \$50,000 letter of credit and to execute an indemnity and hold harmless escrow agreement governing the City's use of the letter of credit to cover the first \$50,000 in damages incurred by the City for which has been indemnified and held harmless under the Non-Exclusive Franchise Agreement; and

WHEREAS, the above-named PRINCIPAL is providing to the CITY an original letter of credit in the amount of \$50,000.00, which is to be held and drawn upon in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the above recitals are true, correct, and incorporated herein, and the conditions of this obligation are such that if the PRINCIPAL shall faithfully and promptly perform all of the hereafter-described terms and conditions, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. The conditions are as follows:

1. During the term (and all renewal terms) of the Non-Exclusive Franchise Agreement, the PRINCIPAL shall comply with all terms and conditions of the Non-Exclusive Franchise Agreement, including without limitation, the indemnification and hold harmless provisions of Paragraph 6 of the Non-Exclusive Franchise Agreement.

2. PRINCIPAL shall promptly report to the CITY any damage caused by PRINCIPAL or its employees or contractors to private property owned by third-parties, to road improvements or other public right-of-way improvements or to other public property that occurs during PRINCIPAL's business operations within the jurisdictional boundaries of the CITY.

3. PRINCIPAL is providing the CITY with an original letter of credit in the amount of **\$50,000.00** ("LOC"). CITY will hold the LOC as security for PRINCIPAL's complying with all terms and conditions of the Non-Exclusive Franchise Agreement and for protecting the CITY for all matters as required by Paragraph 6 of the Non-Exclusive Franchise Agreement. The LOC will be held by the CITY during the entire Term of the Non-Exclusive Franchise Agreement and until 90 days after termination or expiration of the Non-Exclusive Franchise Agreement ("Escrow Period"), subject to disbursements as authorized herein. Subject to and less

4. Company's Operations.

a. The Company shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Winter Garden Code of Ordinances and any other applicable local, state or federal law and regulations.

b. The Company shall not interfere with the City's solid waste collection activities. The Company shall not collect recyclable materials from its customers on the same day that the City collects solid waste from those same customers. The Company shall not cause damages to public roads and other public right-of-way improvements.

c. The Company shall not market its services or solicit potential customers by going door to door or by leaving unsolicited marketing materials at potential customers' properties; this provision does not prohibit the use of mailers delivered by the U.S. Postal Service. The Company shall not market its services using the City of Winter Garden name or logo.

d. The type of container(s) to be used by customers of the Company for recycling collection is subject to advance review and approval by the City Manager or his designee. The Company's recycling collection schedule is subject to review and approval by the City Manager or his designee. There shall be no collections from customers on Saturday and Sunday or between the hours of 5:30 p.m. to 5:30 a.m. on any day.

e. The Company's employees shall be properly trained and qualified to perform the task assigned to them.

f. When collecting or transporting recyclable materials, Company's employees shall wear a company shirt or uniform, which shall have the Company's name or logo in a conspicuous place.

g. All of the vehicles used by the Company for the collection and transport of recyclable materials shall be marked with the name and phone number of the Company in letters that are plainly visible and at least four inches high.

h. The Company shall provide the City with a list of Company's vehicles used within the City limits along with the license plate number and vehicle identification number (VIN) for each vehicle. Company shall ensure that this list is updated within 30 days of changes to vehicles used or their license plate numbers/registrations. All vehicles used by the Company shall be properly registered and insured.

i. The Company shall, during the term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, business tax receipts, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the Company to render its services as described herein.

j. The Company agrees that it will neither take any action nor engage in any conduct that would cause any City official, officer, employee or agent to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event that Company causes or in any way promotes or encourages a City official, officer, employee, or agent to violate Chapter

112, Florida Statutes, City shall have the right to terminate this Agreement immediately without giving any opportunity to cure.

5. Insurance. The Company shall not begin collecting or transporting recyclable materials under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Company shall maintain all required insurance in full force and effect at all times throughout the term of this Agreement. The Certificate(s) shall clearly indicate the Company has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation. The insurance limits do not cap Company's liability under this Agreement.

The Company shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Company from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Company or by anyone directly employed by or contracting with the Company. The Company shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$500,000 combined single limit for bodily injury and property damage liability to protect the Company from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Company or by anyone directly or indirectly employed by a Company. The Company shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

6. Indemnification. The Company agrees that it will indemnify and hold harmless the City and the City's elected and appointed officials, officers, and employees, against, and assume all liability for, any and all claims, suits, causes of action, damages, attorneys' fees (at both trial and appellate levels with attorneys selected by the City), liabilities, expenditures, or proceedings of any kind arising from or related to any of the Company's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages. In no event shall the City be responsible for the acts or omission of the Company and in no event shall the City have any monetary liability concerning or relating to this Agreement. The Company hereby waives and releases any and all monetary claims against the City and its officials, officers and employees concerning any and all matters arising from or related to this Agreement by the City, including concerning the City's breach of this Agreement. The provisions of this Paragraph relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Company pursuant to this Agreement or otherwise. Nothing in this Agreement is intended as a waiver of the City's sovereign immunity or of any other privilege or defense afforded by law to the City or its officials, officers and employees.

Prior to providing services for customers adjacent to public roads, the Company shall provide the City with and keep in place during the remainder of the term (including renewal terms)

of this Agreement and for ninety days thereafter, a \$50,000 letter of credit and execute an indemnity and hold harmless escrow agreement governing the City's use of the letter of credit to cover the first \$50,000 in damages incurred by the City for which has been indemnified and held harmless under this Agreement.

7. Independent Company. When performing the activities required by this Agreement, the Company will be acting in the capacity of an independent Company and not as an agent, employee, partner, joint venture, or associate of the City. The Company shall be solely responsible for the means, methods and procedures used by the Company to perform under this Agreement and concerning the services to its customers. Neither the Company nor any of its employees, officers, or agents shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City. The Company shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Company under this Agreement shall be entitled to any benefits available or granted to employees of the City.

8. Governing Law, Jurisdiction and Public Records Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to any conflict of laws principles. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Orange County, Florida, and each Party irrevocably consents to the exclusive jurisdiction of such courts.

The Company shall comply with any applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. However, the Company does not waive any of its right to not disclose certain trade secrets and confidential documents under law.

9. Representations. The Company represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or entity otherwise qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to enter into and perform this Agreement. The Company represents and warrants unto the City that no elected official, officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Company to be conducted hereunder.

10. Bankruptcy or Insolvency. If the Company becomes insolvent or in any event if the Company files a petition of voluntary or involuntary bankruptcy, then this Agreement shall terminate as of the date of filing of the bankruptcy petition. If the Company is dissolved for any reason, then this Agreement shall terminate.

11. Termination/Remedies. In the event that the Company breaches this Agreement and does not cure the breach within twenty (20) days of the City sending the Company written notice and an opportunity to cure the breach, the City may terminate this Agreement and the franchise granted hereunder by delivering the Company an additional written notice terminating this Agreement. If the Company cures the breach, yet repeats the same breach of this Agreement within ninety (90) days of curing the breach, the City may terminate this Agreement upon ten (10) day written notice to Company without affording the Company an opportunity to cure.

Additionally, in the event the Company breaches this Agreement, the City shall have all remedies afforded by law or in equity against the Company. If the City breaches this Agreement, the Company shall deliver to the City a twenty (20) day written notice and an opportunity to cure the breach. In the event that the City does not timely cure the breach, the Company's sole remedy for a breach of this Agreement by the City is to either: (i) terminate this Agreement, or (ii) seek specific performance. Additionally, in the event the City elects to recommence recycled materials collection services, the City shall have the right to terminate this Agreement for the City's convenience by giving the Company at least ninety (90) days advance notice of termination, without cost or penalty.

12. Entire Agreement. Any modifications or amendments to this Agreement must be in writing and signed by both Parties. This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, negotiations, and communications, whether written or oral.

13. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, such provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

14. Assignment. No assignment of franchise or any right occurring under this Agreement shall be made in whole or in part by the Company without the express written consent of the City.

IN WITNESS WHEREOF, the City and the Company have hereunto set their hands and seals the day and year above written.

"City"

**City of Winter Garden, a Florida
municipal corporation**

Jon C. Williams, City Manager

Attest: Angee Grimmage, City Clerk
Approved by City Commission on
_____, 2025.

"Company"

By: Robert Montgomery
Its: Manager
[Signature]
Date: 5/20/2025

Witnesses
[Signature]
Signature
Elizabeth M Montgomery
Print
[Signature]
Signature
Antonio Cecchi
Print

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

From: Kelly Carson, Planning Director
Via: City Manager Jon C. Williams
Date: June 5, 2025 **Meeting Date:** June 12, 2025
Subject: 160 E Plant Street

DOWNTOWN PARKING FEE AGREEMENT

Parking Agreement Approval

PARCEL ID# 23-22-27-2888-01-011

Issue: The applicant is requesting approval of a Downtown Parking Fee Agreement.

Discussion:

The applicant is redeveloping the property at 160 E Plant Street for use as Parlor Doughnuts. The proposed project is located in the Downtown Historic District. The renovations and minor site plan for the property have received the required approvals from the Architecture Review and Historic Preservation Board and the Development Review Committee.

The proposed project is deficient of the required parking. The number of parking spaces required for the use is eleven (11). The minor site plan provides for seven (7) parking spaces. Therefore, the applicant is requesting to enter into an agreement with the City to assure employees park in the underutilized city lots to help accommodate for the deficient parking spaces.

The subject property is designated TD (Traditional Downtown) on the City's Future Land Use Map and is zoned C-1 (Central Commercial District).

Recommended Action:

Staff recommends approval of the Downtown Parking Fee Agreement.

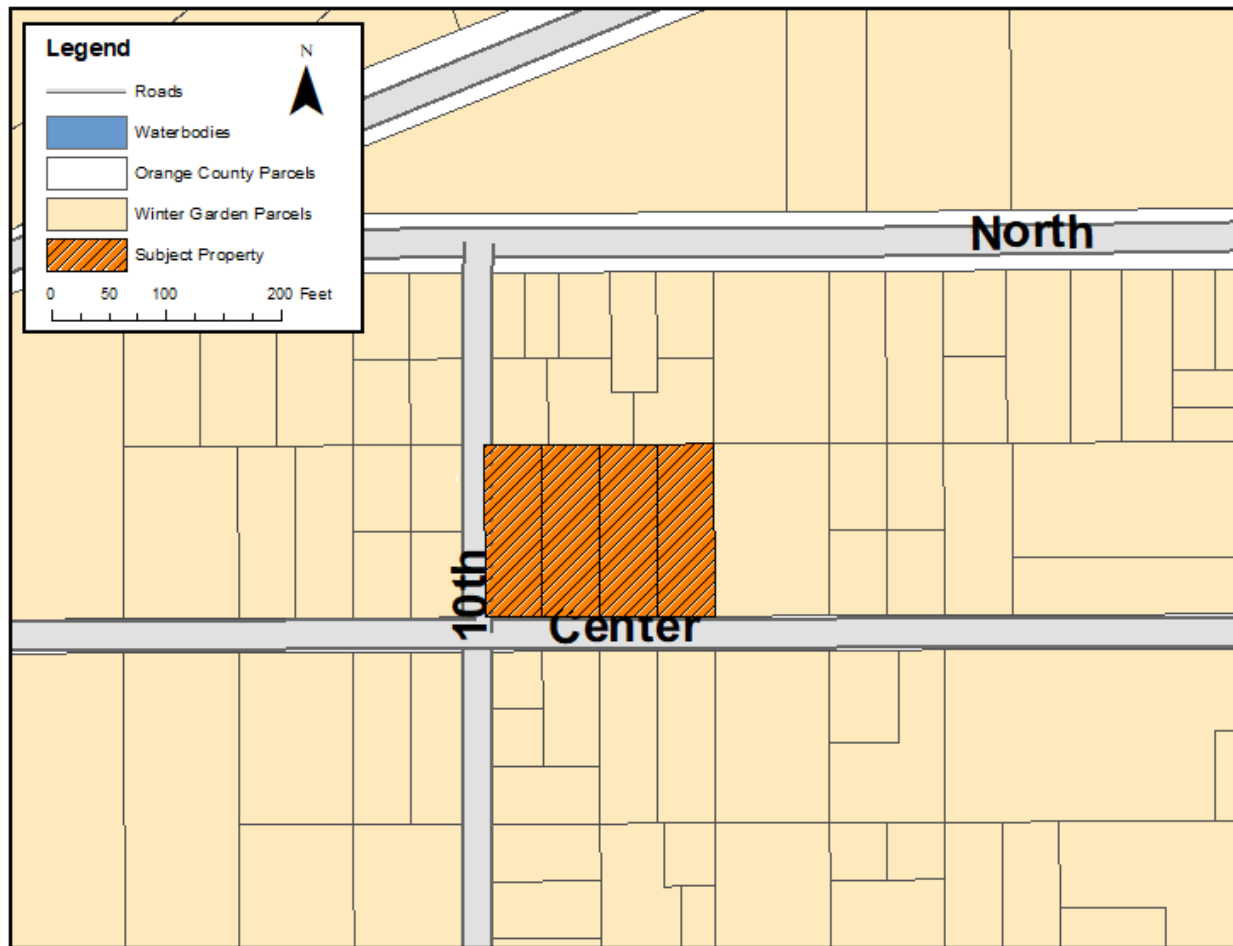
Attachment(s)/References:

Location Map
Downtown Parking Fee Agreement
Approved Minor Site Plan
Building Elevations
Final DRC combined comments

LOCATION MAP

215 Center Street

Site Plan Approval



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Daniel W. Langley
Fishback Dominick LLP
1947 Lee Road
Winter Park, Florida 32789-1834

Parcel Identification # 23-22-27-2888-01-011

160 E. PLANT STREET
DOWNTOWN PARKING FEE AGREEMENT

THIS DOWNTOWN PARKING FEE AGREEMENT, hereinafter referred to as the "Agreement," is made this ____ day of _____, 2025, by and between the CITY OF WINTER GARDEN, FLORIDA, a Florida municipality, hereinafter referred to as the "City"; and PARLOR RE WG LLC, 2912 Edgewater Drive, Orlando, Florida 32804-4414 hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer owns fee simple title to that certain real property located at 160 E. Plant Street, Winter Garden, Orange County, Florida, having Orange County Tax Parcel Identification #23-22-27-2888-01-011 and the legal description of which is described in the warranty deed to the Developer dated June 29, 2024 recorded at Official Records Instrument #20240451530, Public Records of Orange County, Florida (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Developer is constructing a donut shop retail building and supporting site infrastructure on the Subject Property (the "Project"); and

WHEREAS, the proposed Project requires the need for 10 parking spaces under the City of Winter Garden Code of Ordinances, however, the Project will only provide seven (7) onsite parking spaces; and

WHEREAS, Developer acknowledges that there are inadequate parking facilities to adequately serve the Project and, therefore, the Developer will need to secure three (3) offsite parking spaces in order to develop the Project and to comply with the City's Code of Ordinances; and

WHEREAS, on May 10, 2007 in order to encourage development in downtown Winter Garden the City adopted Ordinance No. 07-20 as amended by Ordinance 09-04 on February 12, 2009, which is codified at Section 118-1389, City of Winter Garden Code of Ordinances (herein "Downtown Parking Ordinance") that would allow new and expanding business within downtown Winter Garden to pay into a public parking facilities trust fund ("Downtown Parking District Trust Fund") an amount for each parking space needed to offset deficiencies in required on-site parking spaces for private development and such funds would be used by the City to provide general public parking in the downtown area; and

WHEREAS, in light of the foregoing, the Developer is willing to pay a proportionate fair-share of the cost of planning, designing, permitting, constructing and maintaining public parking facilities in downtown Winter Garden for use by the general public in exchange for the ability to develop the Project without providing all the onsite parking facilities required under the City's code.

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. **Parking Facilities.** In order to support the development of the Subject Property and the Project, it is necessary for the Developer to provide an additional three (3) parking spaces that cannot be accommodated on the Subject Property. In lieu of providing the on-site parking spaces that the Project is deficient, pursuant to the Downtown Parking Ordinance Developer shall pay into the City's Downtown Parking Trust Fund the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (herein the "Parking Fee"). The Parking Fee represents the payment of \$5,000.00 for each of the 3 parking spaces that cannot be accommodated on the Subject Property.

3. **Waiver.** The City agrees to waive the Parking Fee for the Project subject to: (i) Developer completing the Project consistent with the Winter Garden Architectural Review and Historic Preservation Board ("ARHPB") approval on February 18, 2025, and (ii) Developer's and its successors and assigns' compliance with Paragraph 4 below. If the conditions of the Parking Fee waiver set forth herein are breached, the City shall have the right to invoice the Developer or its successor and assigns for the amount of the Parking Fee waived relating to the Project, and thereafter, the Developer or its successor and assign shall pay such Parking Fees within sixty (60) days.

4. **Restriction on Use of Downtown Parking Garage & Lots.** As a condition of the waiver of the Parking Fee, the Developer for itself and its successors, assigns and lessees agree that in order to mitigate public parking shortages within City owned or controlled parking garages and lots within the downtown area, that employees working within the building on the Subject Property ("Building") shall be required not to park their vehicles on Saturdays or Sundays, at any of the following City owned vehicle parking facilities: (i) downtown parking garage(s), (ii) the City Hall parking lots at 300 West Plant Street and 223 W. Smith Street, (iii) The Pavilion parking lots, and (iv) any street parking within ½ mile of the Building, including W. Plant Street ("Restricted City Parking Facilities"). Employees should only use private parking facilities that Developer has a written agreement to use, or such other approved off-site City parking locations as may be assigned or determined by the City Manager from time to time. The employees working within the Building should not use private property for vehicle parking without the Developer's or its tenant having express written permission to do so. This condition shall be enforceable by the City as a restrictive

covenant binding upon the Subject Property for a period of thirty (30) years after the Effective Date of this Agreement.

5. **Proportionate Impacts.** The Developer acknowledges and agrees that the Parking Fee is proportionate to the impacts of the development of the Project and Subject Property on public parking facilities, and that the public parking facilities acquired, constructed and maintained through the City's use of the Parking Fee and other funds provide a direct benefit to the Subject Property and the Project.

6. **Parking Spaces.** The Parking Fee is being paid in accordance with terms and conditions of the adopted Downtown Parking Ordinance. The Parking Fee does not in any way create any right, title, interest, easement, or entitlement to use, occupy or control any parking spaces. No parking spaces owned or controlled by the City will be kept available for use by the Subject Property and Developer and its successors and assigns due to its Parking Fee payment, and all parking spaces owned or controlled by the City will remain available for use by the public, businesses, property owners and others subject to the rules and ordinances of the City of Winter Garden, provided that the City Manager may reserve any or all of the parking spaces for emergency, law enforcement, and municipal service purposes, as well as special events and activities. A change in the intensity of uses in the building on the Subject Property or an expansion of such building may trigger the requirement for additional parking spaces under the City's Code, for which Developer and its successors and assigns shall be required to provide.

7. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and 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

With a copy to: A. Kurt Ardaman, City Attorney
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

Developer: PARLOR RE WG LLC
2912 Edgewater Drive
Orlando, Florida 32804-4414

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

8. **Lien.** Any amounts that become due and owing under this Agreement shall accrue interest of twelve percent (12%) per annum and such principal amounts plus interest owed shall constitute a lien against the Subject Property, which may be foreclosed in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. For priority purposes, such lien provided in this Agreement shall be relate back in time to the recording of this Agreement, except that it shall be subordinate any first mortgage upon the Property securing the Addition's financing, inclusive of any refinancing thereof (collectively, "Senior Debt"). Except for the Senior Debt, this Agreement and the lien thereunder shall be superior in priority to any and all other mortgages, liens, and encumbrances on the Subject Property and superior in priority to all equity interest in the Subject Property.

9. **Attorney's Fees.** In the event the City brings any lawsuit against the Developer or its successors and assigns for failure to pay any sum owed to the City arising out of or from this Agreement, the prevailing party shall recover reasonable attorney's fees and litigation costs from the non-prevailing party.

10. **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 and assigns of all parties to this Agreement. When used herein, the term "Developer" shall also include successors and assigns in interest.

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.

Furthermore, Developer represents and warrants to City that Developer is the sole owner of the Subject Property, in fee simple, free and clear of any encumbrances, including but not limited to mortgages, liens or easements or, in the event an encumbrance exists, Developer, at Developer's sole cost shall obtain the necessary joinders and consents and subordinations to this Agreement or releases from the appropriate parties with an interest in the Subject Property. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest when requested by the City.

12. **Effective Date.** This Agreement shall become effective upon execution by all parties.

13. **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.

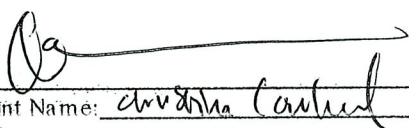
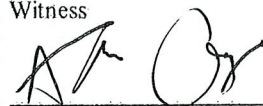
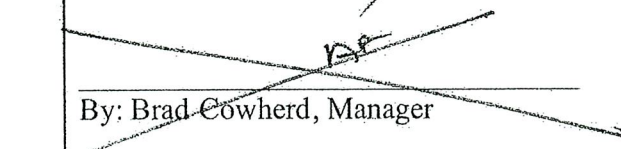
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or

Developer. Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

16. **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.

17. **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.

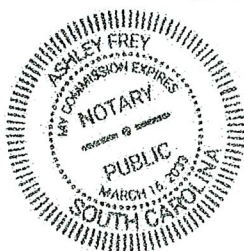
AGREED by the City of Winter Garden, Florida, a Florida municipality and Developer on this ____ day of _____, 2025.

Print Name: _____ Witness _____ Print Name: _____ Witness _____  Print Name: <u>clayton cowherd</u> Witness _____  Print Name: <u>ADAM</u> Witness _____	"CITY" CITY OF WINTER GARDEN, FLORIDA By: _____ Jon C. Williams, City Manager "DEVELOPER" PARLOR RE WG LLC By: Its Manager, TBDTR, LLC  By: Clayton Cowherd, Manager  By: Brad Cowherd, Manager
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STATE OF ~~FLORIDA~~^{AF} **SOUTH CAROLINA**
COUNTY OF ~~ORANGE~~ **CHARLESTON**

The foregoing instrument was signed and acknowledged before me by physical presence this 17th May, 2025, by Clayton Cowherd and ~~Brad Cowherd~~^{AF} as Managers of TBDTR, LLC as manager of PARLOR RE WG LLC. They (check one) ☐ are personally known to me, or ☒ have produced a valid driver's license or South Carolina Driver's License as identification.

103318434



Notary Public, State and County Aforesaid

Name: Ashley Frey

My Commission Expires: 16 March 2023

My Commission Number is: 44-111111-11 ^{AF}

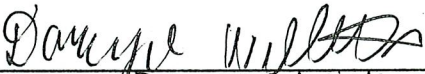
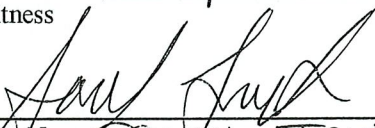
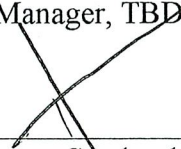
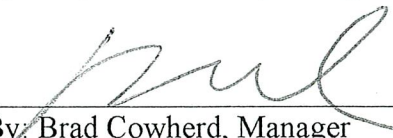
enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida. The City shall record this Agreement in the Orange County Public Records with the cost thereof to be borne by the Developer.

15. **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.

16. **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.

17. **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.

AGREED by the City of Winter Garden, Florida, a Florida municipality and Developer on this ____ day of _____, 2025.

Print Name: _____ Witness _____ Print Name: _____ Witness _____  Print Name: <u>Darcyne Williams</u> Witness _____  Print Name: <u>Sarah Taylor</u> Witness _____ 	"CITY" CITY OF WINTER GARDEN, FLORIDA By: _____ Jon C. Williams, City Manager "DEVELOPER" PARLOR RE WG LLC By: Its Manager, TBDTR, LLC  By: Clayton Cowherd, Manager  By: Brad Cowherd, Manager
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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was signed and acknowledged before me by physical presence this May 21st, 2025, by Clayton Cowherd and Brad Cowherd, as Managers of TBDTR, LLC as

manager of PARLOR RE WG LLC. They (check one) ☐ are personally known to me, or ☒ have produced a valid driver's license or Florida Driver License as identification.



BILLY SCOTT PRIEST
Notary Public
State of Florida
Comm# HH260325
Expires 8/29/2026

Billy Scott Priest
Notary Public, State and County Aforesaid

Name: Billy Scott Priest

My Commission Expires: 8-29-2026

My Commission Number is: HH 260325

S:\AKA\CLIENTS\Winter Garden\160 East Plant Street W500-24012\Downtown Parking Fee Agreement\Downtown Parking Fee Agreement 4-9-2025.doc

ARCHITECTURAL

- G-1 CODE DATA AND OCCUPANCY CALCULATIONS
- G-2 LIFE SAFETY PLAN
- C-1 SITE PLAN
- A-1 EXISTING FLOOR PLAN
- A-1.1 FLOOR PLAN & WALL TYPE SCHEDULE
- A-1.2 ROOM FINISH SCHEDULE AND GENERAL NOTES
- A-1.3 REFLECTED CEILING PLAN
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- S1.0 WALL REMOVAL PLAN
- S1.1 FRAMING PLAN
- S1.2 ROOF FRAMING PLAN
- S2.0 TYPICAL FRAMING DETAILS
- S2.1 BUILDING SECTIONS AND ELEVATIONS
- S2.2 BUILDING ELEVATION

PLUMBING

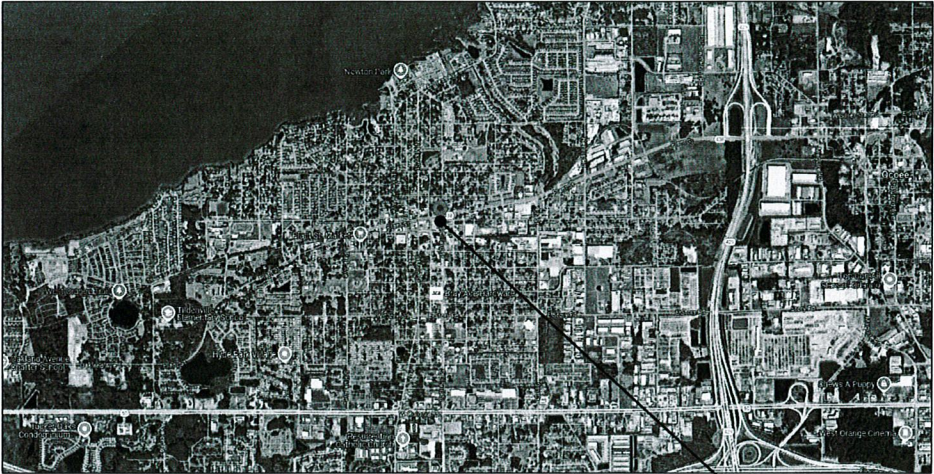
- P-1 PLUMBING LEGEND AND PROJECT NOTES
- P-2 PLUMBING SCHEDULES
- P-2.1 PLUMBING SCHEDULES
- P-3 SANITARY WASTE PLAN
- P-4 DOMESTIC WATER PLAN
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- P-7 GREASE INTERCEPTOR DETAILS

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- M-0.0 COVER SHEET
- M-1.0 MECHANICAL NOTES, LEGEND AND ABBREVIATIONS
- M-2.1 MECHANICAL PLANS
- M-3.1 MECHANICAL SCHEDULES
- M-3.2 MECHANICAL DETAILS
- M-4.1 KITCHEN HOOD DRAWING
- M-4.2 KITCHEN HOOD DRAWING
- M-4.3 KITCHEN HOOD DRAWING
- M-4.4 KITCHEN HOOD DRAWING
- M-4.5 KITCHEN HOOD DRAWING
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ELECTRICAL

- E-1 ELECTRICAL LEGEND & PROJECT GENERAL NOTES
- E-2 ELECTRICAL SITE PLAN
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- E-4 POWER PLAN
- E-4.1 POWER PLAN-MECH
- E-5 POWER RISER DIAGRAM
- E-6 ELECTRICAL SCHEDULES
- E-7 ELECTRICAL DETAILS



STREET MAP

SCALE: N.T.S.



PROJECT SITE

PLUMBING FIXTURE COUNT PER TABLE 403.1 FLORIDA PLUMBING CODE	
ASSEMBLY (A-2)	
WATER CLOSETS	1 WC PER 75 MALE/FEMALE
LAVATORIES	1 LAV PER 200 MALE/FEMALE
TOTAL OCCUPANT LOAD - 52	
26 MALES	
26 FEMALES	
2 REQUIRED WATERCLOSETS - 2 PROVIDED	
2 REQUIRED LAVATORIES - 2 PROVIDED	
1 REQUIRED SERVICE SINK - 1 SERVICE SINK PROVIDED	
DRINKING FOUNTAINS (FLORIDA PLUMBING CODE SECTION 410.0):	
DRINKING FOUNTAINS SHALL CONFORM TO ASME A112.19.1M, ASME A112.19.2M	
OR ASME A112.19.9M, AND WATER COOLERS SHALL CONFORM TO ARI 1010.	
WHERE WATER IS SERVED IN RESTAURANTS, DRINKING FOUNTAINS SHALL NOT	
BE REQUIRED.	

- 160° 32" INDICATES EXIT OR EXIT ACCESS, NUMBER OF PERSONS (P) DISCHARGING AT EXIT OR EXIT ACCESS, AND EGRESS CLEAR WIDTH (AT DOORS).
- SAMPLE EGRESS TRAVEL PATH AND DISTANCE
- 1 HOUR FIRE RATED TENANT SEPARATION WALL
- FIRE EXTINGUISHER TYPE "A" (UL RATING 3A-40B-C) 5 LB MULTIPURPOSE DRY CHEMICAL EQUAL TO BADGER MODEL #5MB-6H (A KIDDE COMPANY)
- FIRE EXTINGUISHER TYPE "B" (UL RATING 2-A-K) 6 LITER (1.56 GAL) EXTINGUISHER FOR CLASS K FIRES EQUAL TO KITCHEN ONE MODEL #K8-6000 BY PYRO-CHEM
- FIRE EXTINGUISHERS SHALL BE CERTIFIED BY A LICENSE FIRE PROTECTION COMPANY
- CLASS A FIRES (ORDINARY COMBUSTIBLE MATERIALS SUCH AS WOOD, CLOTH, PAPER RUBBER AND MANY PLASTICS)
- CLASS B FIRES (LIQUIDS, TARS, OILS, GASES)
- CLASS C FIRES (ELECTRICAL EQUIPMENT)
- CLASS K FIRES (COOKING MEDIA - VEGETABLE OR ANIMAL OIL AND FATS)
- MAXIMUM FLOOR AREA PER UNIT OF A = 1,500 SF
- MAXIMUM FLOOR AREA PER 2A UNIT = 3,000 SF
- MAXIMUM TRAVEL DISTANCE TO AN EXTINGUISHER = 75 FT
- MAXIMUM FLOOR AREA PER EXTINGUISHER = 11,250 SF

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT

APPROVED SUBJECT TO COMMENTS BY

4.24.25
City Engineer

7PC
Date

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE
4-25-25
INITIALS

PROJECT DESCRIPTION

THE PROJECT IS AN INTERIOR MODIFICATION FOR PARLOR DOUGHNUTS IN WINTER GARDEN, FLORIDA. THE BUILDING STRUCTURE IS LOAD-BEARING MASONRY (CMU) STEEL RAFTERS, STRUCTURAL DECK AND CONCRETE SLAB ON GRADE. THE BUILDING WAS REMODELED IN AUGUST 2015, BY MICHAEL BRADY, INC. ARCHITECTURE - INTERIORS.

CODE REQUIREMENTS

FLORIDA BUILDING CODE 8th EDITION (2023)
FLORIDA FIRE PREVENTION CODE 8th EDITION (2023) (ENCOMPASSING THE 2018 EDITIONS OF NFPA 1 & NFPA 101)
FLORIDA BUILDING CODE - ACCESSIBILITY 8th EDITION (2023)
OCCUPANCY CLASSIFICATION OF TENANT SPACE: ASSEMBLY (A-2) FBC 303.3; NFPA 3.3.25, 3.3.196.2 AND CHAPTER 12. THE BUILDING IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM.

RESTAURANT: ASSEMBLY USES INTENDED FOR FOOD AND/OR DRINK CONSUMPTION
CONSTRUCTION: FBC SECTION 602.2 - TYPE IIB, UNPROTECTED, NON-SPRINKLERED
ALLOWABLE HEIGHTS AND BUILDING AREAS: TABLES 504.3 & 506.2 - TYPE VB, NON-SPRINKLERED

MAX. HEIGHT - 40'-0" TABLE 504.3 NS
MAX. STORIES - 1 TABLE 504.4 NS
BASIC ALLOWABLE AREA - 6,000 SQ. FT. NS (ASSEMBLY (A-2) - TABLE 506.2)
BUILDING AREA: 1,778 SF
OUTDOOR DINING AREA: 343 SF

TYPE IIB - TABLE FBC 601

BUILDING ELEMENT	TYPE IIB
STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS, TRUSSES	0
BEARING WALLS EXTERIOR INTERIOR	0
NONBEARING WALLS AND PARTITIONS EXTERIOR	0
NONBEARING WALLS AND PARTITIONS INTERIOR	0
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0

TYPE IIB - TABLE FBC 602

FIRE SEPARATION DISTANCE (FT)	TYPE OF CONSTRUCTION	GROUP A-2
< 5	ALL	1
≥ 5 < 10	OTHERS	1
≥ 10 < 30	VB	0
≥ 30	ALL	0

OCCUPANT LOAD:
MINIMUM OCCUPANT LOAD - NFPA TABLE 7.3.1.2 & 12.1.7:
OFFICE: 150 GROSS SF PER PERSON
COMMERCIAL KITCHEN (PREP AREA & BAR): 100 GROSS SF PER PERSON (FFPC) OR 200 GROSS SF PER PERSON (FBC)
STORAGE, STOCK, WALK-IN COOLER: 300 GROSS SF PER PERSON
QUEUING AREA: 5 NET SF PER PERSON
UNCONCENTRATED (TABLES AND CHAIRS) = 15 SQ. FT. PER PERSON
PER NFPA LIFE SAFETY 101

OCCUPANCY CALCULATIONS

CALCULATIONS	FFPC/NFPA 101	FBC
SEATING ACTUAL = 24 PEOPLE	TOTALS 24 PEOPLE	TOTALS 24 PEOPLE
1 2 PERSON BANQUETTE 07 x 02 = 14 SEATS 2 PERSON TABLES 03 x 02 = 06 SEATS 4 PERSON TABLES 01 x 04 = 04 SEATS		
INDOOR SEATING = 15 SQ. FT. PER PERSON NET. = 876 SF / 15 SF = 58 PEOPLE		
2 KITCHEN = 238 SQ. FT. (FBC) 100 SQ. FT. (NFPA) PER PERSON NET. = 575 SF / 100 = 6 PEOPLE; 575 SF / 200 = 3 PEOPLE	06 PEOPLE	03 PEOPLE
3 STORAGE = 300 SQ. FT. PER PERSON NET. = 27 SF / 300 SF = 1 PERSON	01 PEOPLE	01 PEOPLE
TOTAL INDOOR OCCUPANT LOAD: 31 PEOPLE		28 PEOPLE
4 SEATING ACTUAL = 24 PEOPLE OUTDOOR SEATING = 15 SQ. FT. PER PERSON NET. = 328 SF / 15 SF = 22 PEOPLE	24 PERSON	24 PERSON
TOTAL OUTDOOR OCCUPANT LOAD: 24 PEOPLE		24 PEOPLE
TOTAL OCCUPANT LOAD: 55 PEOPLE		52 PEOPLE

INTERIOR FINISHES:
MINIMUM AS REQUIRED BY FBC TABLE 803.11 (NON-SPRINKLERED):
OCCUPANCY ASSEMBLY (A-2) VERTICAL EXITS A EXIT ACCESS CORRIDORS A ROOMS & ENCLOSED SPACES B
AS REQUIRED BY NFPA 101 TABLE A.10.2.2:
OCCUPANCY ASSEMBLY (A-2) VERTICAL EXITS A OR B I OR II EXIT ACCESS A OR B I OR II OTHER SPACES A, B OR C NA
CLASS A INTERIOR WALL AND CEILING FINISH - FLAME SPREAD 0-25; SMOKE DEVELOPED 0-450
CLASS B INTERIOR WALL AND CEILING FINISH - FLAME SPREAD 26-75; SMOKE DEVELOPED 0-450
CLASS C INTERIOR WALL AND CEILING FINISH - FLAME SPREAD 76-200; SMOKE DEVELOPED 0-450
CLASS I INTERIOR FLOOR FINISH - CRITICAL RADIANT FLUX, NOT LESS THAN 0.45 W/cm2
CLASS II INTERIOR FLOOR FINISH - CRITICAL RADIANT FLUX, NOT MORE THAN 0.22 W/cm2 BUT LESS THAN 0.45 W/cm2

MEANS OF EGRESS:
MAXIMUM TRAVEL DISTANCE: DEAD END LENGTH, EXIT AND MEANS OF EGRESS WIDTH: FBC 1006.2.1 & 1020.1 & TABLE 1017.2 & 1020.2; NFPA TABLE A.7.6:

MAXIMUM TRAVEL DISTANCE TO EXIT (NON-SPRINKLERED): 200 FT;
NFPA 101 - 200 FT (ASSEMBLY A-2 - NFPA 12.2.6.1)
MAXIMUM DEAD END CORRIDOR LENGTH (NON-SPRINKLERED): 20 FT; (FBC 1020.5)
NFPA 101 - 20 FT (ASSEMBLY A-2)

OTHER EGRESS COMPONENTS (WIDTH PER PERSON SERVED):
LEVEL = 0.2" (0.2" x 52 OCCUPANTS = 10.4" REQUIRED)
MINIMUM CORRIDOR AISLE WIDTH: 44" (FBC TABLE 1020.2)
MINIMUM CORRIDOR AISLE WIDTH: 36" (FBC 1020.2; LESS THAN 30 PEOPLE)
MINIMUM CLEAR WIDTH OPENING OF EXIT DOORS: 32" (32" x 0.2" PER PERSON = 160 PERSONS)
COMMON PATH OF TRAVEL: 75 FT; OCCUPANT LOAD MORE THAN 30 & WITHOUT A SPRINKLER SYSTEM (FBC TABLE 1006.2.1);
NFPA 101 - 20 FT (ASSEMBLY A-2)

DOORS SHALL SWING IN THE DIRECTION OF EGRESS EXCEPT WHEN SERVING AN OCCUPANT LOAD OF LESS THAN 50 (FBC 1010.1.2.1)

CORRIDOR FIRE-RESISTANCE RATING: CORRIDOR FIRE RATING WITH GREATER THAN 30 PEOPLE & WITHOUT A SPRINKLER SYSTEM (FBC 1020.2) - 1 HOURS



Craig A Sommers
Digitally signed by Craig A Sommers
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TENANT BUILD-OUT

PARLOR
DOUGHNUTS

160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: CODE DATA AND OCCUPANCY CALCULATION

NO.	DATE	REVISION	MECHANICAL REVISIONS
01	03-24-25		

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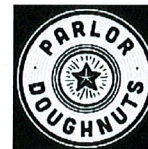
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G-1

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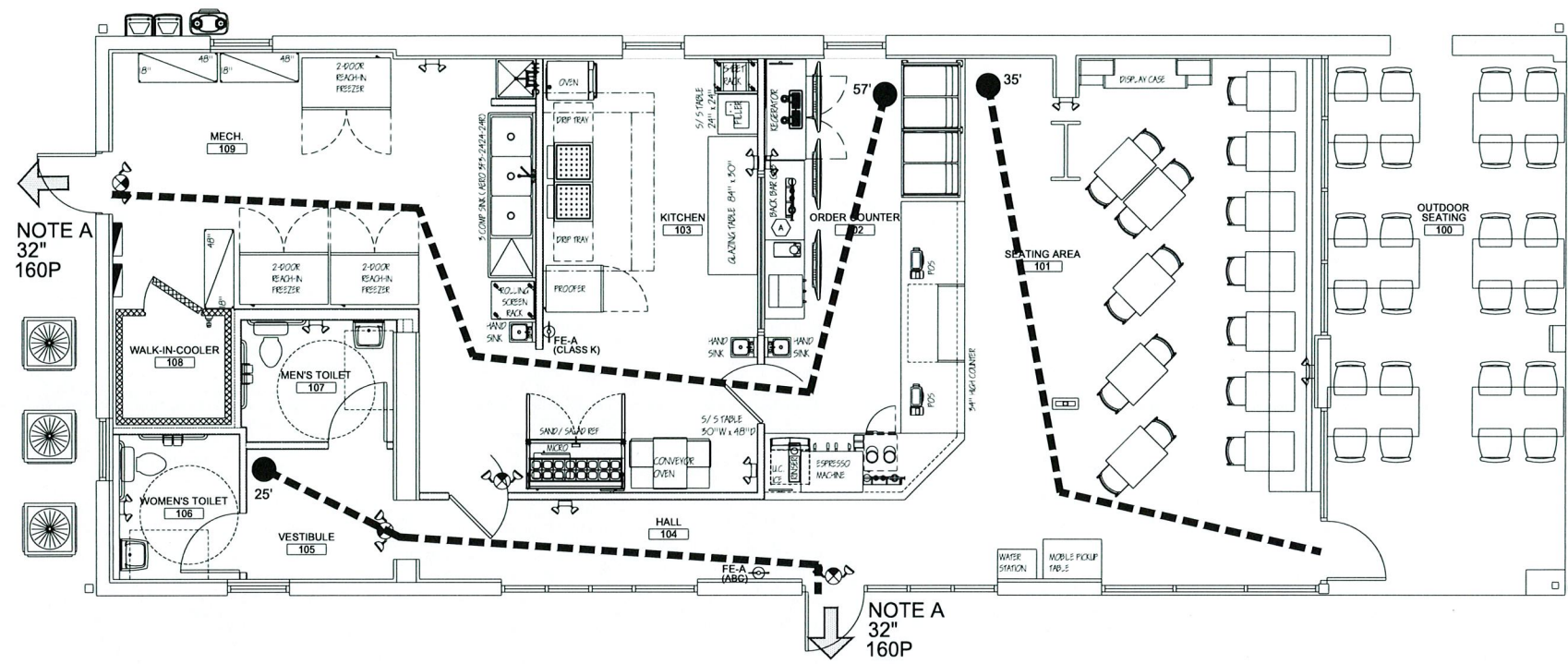
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TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
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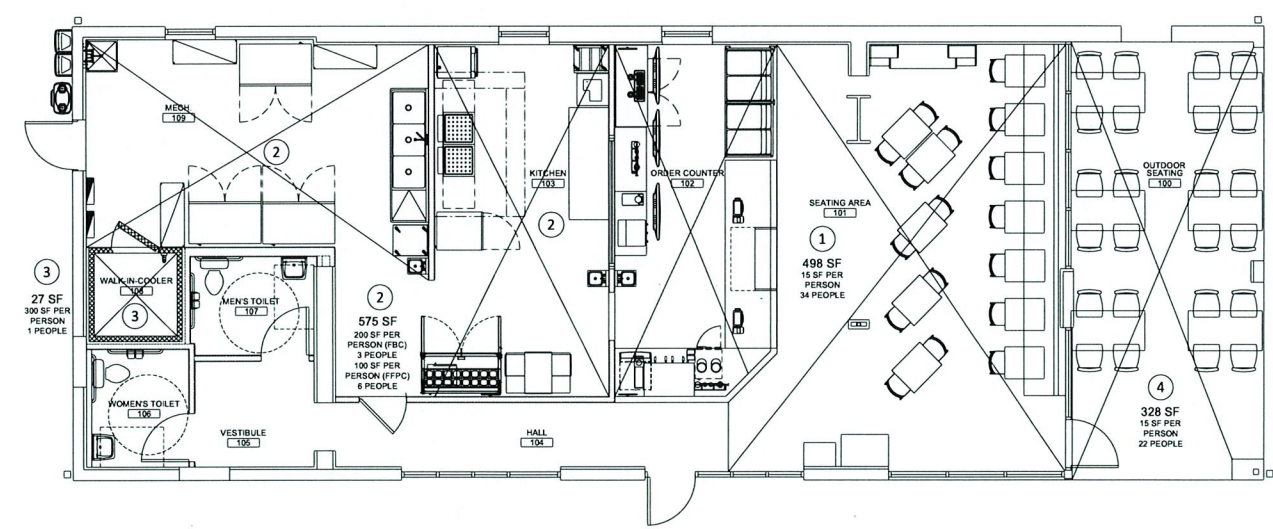


PROVIDE MIN 6" HIGH LETTERS
ON THE TENANT'S SUITE. LETTERS
MUST BE VISIBLE & LEGIBLE FROM
THE STREET THEREFORE THE ADDRESS
NUMBER MAY NEED TO BE LARGER
THAN THE MINIMUM OF 6"
- COORD w/FIRE MARSHAL

LOCKS ON EXIT DOORS SHALL NOT
REQUIRE THE USE OF A KEY, A TOOL
OR SPECIAL KNOWLEDGE OR EFFORT
FOR OPERATION FROM EGRESS SIDE
UNLESS THEY MEET THE REQUIREMENTS
OF NFPA 101 7.2.1.5.

NOTE A:
EXIT DOOR TACTILE
SIGNAGE READING:
EXIT
SIGNAGE SHALL
COMPLY w/ANSI/CABO
A117.1; MOUNT
60" AFF TO
CENTERLINE OF
SIGN

LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"



OCCUPANCY CALCULATION
SCALE: 3/16" = 1'-0"

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT
APPROVED SUBJECT TO COMMENTS BY

City Engineer

Date

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE

INITIALS

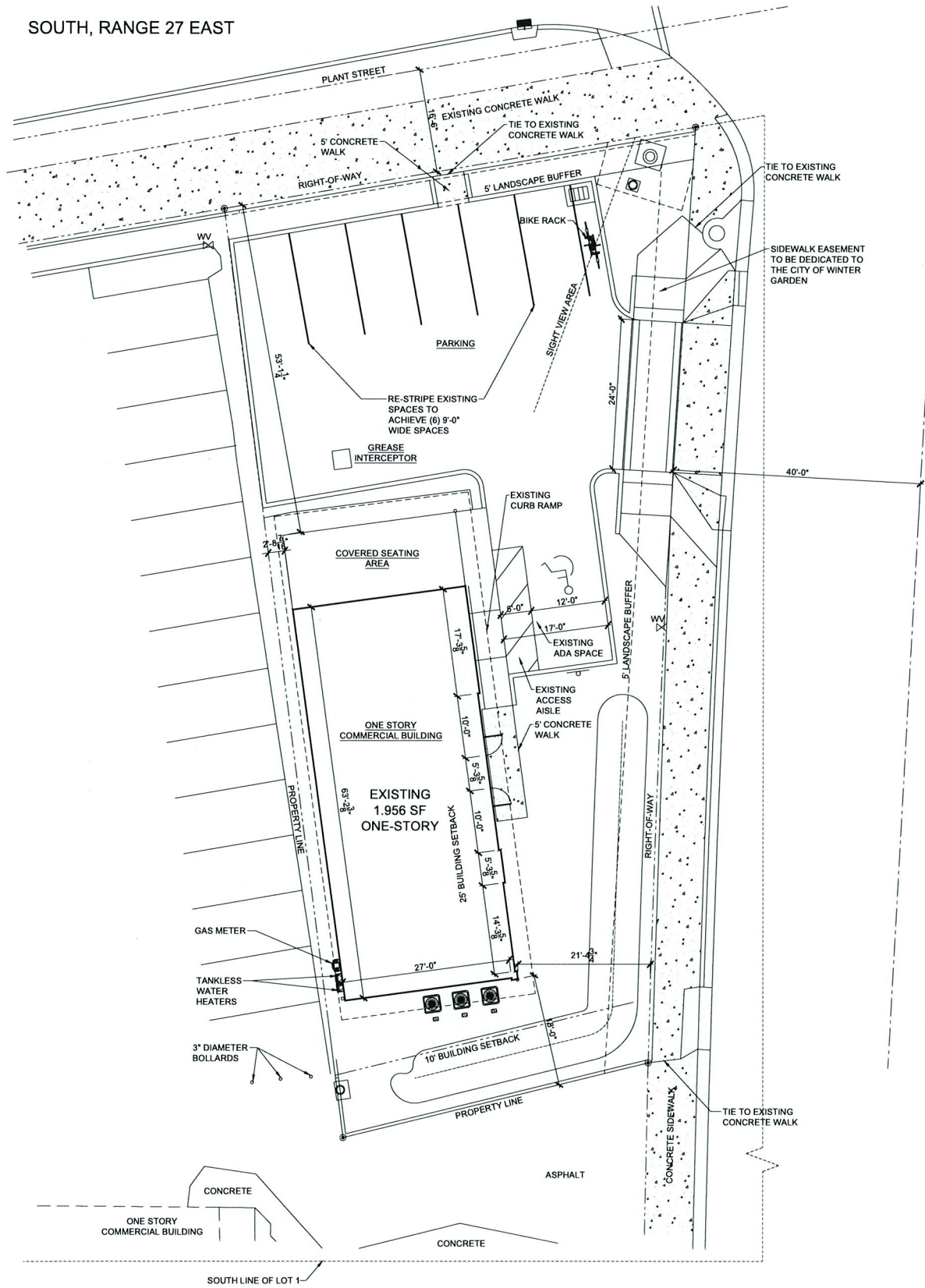
SHEET TITLE: LIFE SAFETY PLAN		
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G-2

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SOUTH, RANGE 27 EAST



SITE PLAN
SCALE: 3/32" = 1'-0"



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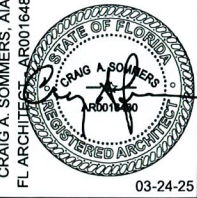
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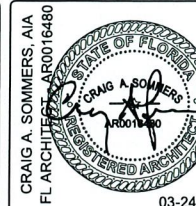
TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: SITE PLAN		REVISION	
NO.	DATE	NO.	DATE

DRAWN BY: CAS
CHECKED BY: CAS
DATE: 03-24-25

SHEET
C-1

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TENANT BUILD-OUT

TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**

160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: EXISTING FLOOR PLAN

NO	DATE	REVISION
----	------	----------

DRAWN BY:	CAS
CHECKED BY:	CAS
DATE:	03-24-25

SHEET

A-1



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



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

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT

APPROVED SUBJECT TO COMMENTS BY

City Engineer

Date _____

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

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ROOM FINISH SCHEDULE						
ROOM NAME	FLOOR	BASE	WALLS	CEILING	CEILING HEIGHT	REMARKS
OUTDOOR SEATING 100	POLISH EXIST. CONC	--	--	--	--	ALTERNATE: STAINED CONCRETE
SEATING AREA 101	DECORATIVE STAR TILE / CERAMIC TILE	WD	PAINT	EXPOSED	--	PAINT EXPOSED CEILING; COORD COLOR WITH OWNER
ORDER COUNTER 102	QT	QT	FRP	VINYL FACED ACT	9'-0"	
KITCHEN 103	QT	QT	FRP/SS	VINYL FACED ACT	9'-0"	PROVIDE STAINLESS STEEL UNDER HOOD EXTEND 18" BEYOND HOOD
HALL 104	DECORATIVE STAR TILE / CERAMIC TILE	WD	PAINT	EXPOSED	--	PAINT EXPOSED CEILING; COORD COLOR WITH OWNER
VESTIBULE 105	DECORATIVE STAR TILE / CERAMIC TILE	WD	PAINT	EXPOSED	--	PAINT EXPOSED CEILING; COORD COLOR WITH OWNER
WOMEN'S TOILET 106	CT	CT	EPOXY PAINT	ACT	9'-0"	
MEN'S TOILET 107	CT	CT	EPOXY PAINT	ACT	9'-0"	
WALK-IN COOLER 108	QT	QT	--	--	--	
MECH 109	QT	QT	FRP	VINYL FACED ACT	9'-0"	

ACT = ACOUSTICAL CEILING TILE QT = QUARRY TILE
CT = CERAMIC TILE RS = RESILIENT WALL BASE
EP = EPOXY PAINT SC = SEALED CONCRETE
FRP = FIBERGLASS REINFORCED PANEL SS = STAINLESS STEEL PANELS
PT = PAINT VCT = VINYL COMPOSITION TILE

WALLS WITHIN 2'-0" OF SERVICE SINK, URINALS & WATERCLOSETS SHALL HAVE A SMOOTH NONABSORBENT SURFACE TO A HEIGHT OF 4'-0" ABOVE THE FLOOR

GENERAL NOTES

- SWING & FORCED OPEN DOORS SHALL MEET THE REQUIREMENTS OF NFPA LIFE SAFETY CODE AS FOUND IN THE FLORIDA FIRE PREVENTION CODE 7th EDITION CHAPTER 7.2.1.4 AND THE FLORIDA BUILDING CODE 7th EDITION (2020) 1008.1.2
- SELF CLOSING DEVICES SHALL BE PROVIDED ON DOORS IN A MEANS OF EGRESS AND SHALL MEET THE REQUIREMENTS OF THE NFPA LIFE SAFETY CODE 101 (2018) CHAPTER 7.2.1.8 AND THE FLORIDA FIRE PREVENTION CODE 7th EDITION.
- THIS BUILDING WILL BE A NONSMOKING FACILITY.
- ALL WORK SHALL BE IN COMPLIANCE WITH THE BUILDING CODES, RECOGNIZED INDUSTRY STANDARDS, CRAFTSMANSHIP STANDARDS IN THE AREA, AND ALL MANUFACTURER'S RECOMMENDATIONS.
- THERE SHALL BE A FLOOR OR LANDING ON EACH SIDE OF A DOOR. SUCH FLOOR OR LANDING SHALL BE AT THE SAME ELEVATION ON EACH SIDE OF THE DOOR. LANDINGS SHALL BE LEVEL EXCEPT FOR EXTERIOR LANDINGS WHICH ARE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 0.25 UNIT VERTICAL IN 12 UNITS HORIZONTAL (2% SLOPE). FBC 1010.1.5
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION. REPORT ANY AND ALL DISCREPANCIES TO THE ARCHITECT/ENGINEER.
- THE GENERAL CONTRACTOR SHALL PROVIDE FLORIDA PRODUCT APPROVAL NOTICES ON ALL REQUIRED COMPONENTS AND CLADDING.
- CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL FIRE-RESISTANT-RATED WALLS (AND CORRESPONDING FIRE-RESISTANT RATINGS) INCLUDING FIRE BARRIER WALLS, SMOKE BARRIER WALLS, FIRE PARTITIONS, FIRE WALLS, AND SHAFT ENCLOSURES EITHER BY INSTALLING SIGNS OR BY STENCILING IN CONCEALED SPACES THE FOLLOWING: () HOUR FIRE AND SMOKE RATED BARRIER - PROTECT ALL OPENINGS. IDENTIFICATION SHALL BE SPACED NO MORE THAN TWELVE (12) FEET ON CENTER WITH A MINIMUM LETTER SIZE OF TWO (2) INCHES IN HEIGHT ON A CONTRASTING BACKGROUND
- DO NOT SCALE DRAFTING, REPORT ERRORS IN DIMENSIONING TO ARCHITECT BEFORE PROCEEDING WITH WORK.
- DIMENSIONS NOTED AS "CLEAR" ARE FROM FACE OF GYPSUM WALLBOARD TO GYPSUM WALLBOARD.

GENERAL NOTES - FINISHES

- THE CONTRACTOR SHALL VISIT, BEFORE SUBMITTING PRICES.
- ALL INTERIOR DOOR FRAMES SHALL BE PAINTED.
- ALL INTERIOR PARTITIONS SHALL RECEIVE TWO COATS OF SHERWIN WILLIAMS SEMI-GLOSS PAINT OVER ONE COAT OF PRIMER UNLESS OTHERWISE NOTED.
- ALL HORIZONTAL GYPSUM BOARD SURFACES SHALL BE PRIMED WITH FLAT WHITE FINISH, UNLESS OTHERWISE INDICATED.
- FLOOR TRANSITIONS SHALL OCCUR AT THE CENTERLINE OF DOORS. SUBMIT SAMPLES FOR OWNER'S SELECTION PRIOR TO INSTALLATION.
- CENTER FLOOR TILES IN ROOM, UNLESS OTHERWISE NOTED.
- ALL LEFT OVER PAINT SHALL BE CLEARLY LABELED AND APPROPRIATELY PACKAGED. CONTRACTOR SHALL DELIVER ALL LEFTOVER PAINT AND FINISH MATERIALS TO TENANT FOR STORAGE.
- ALL INTERIOR FINISHES TO BE THE MINIMUM CLASSIFICATION AS LISTED ON THE CODE DATA SHEET.

FINISHES:

GYPSUM BOARD:
PROVIDE MOISTURE RESISTANT GYPSUM WALLBOARD (ASTM C630/630M) IN WASH DOWN AND WET AREAS; COORD w/OWNER'S REP

PROVIDE TILE BACKER BOARD (DEN-SHIELD OR APPROVED EQUAL) ON WALLS TO RECEIVE CERAMIC TILE (ASTM C1178)
PROVIDE FIRE RATED GYPSUM BOARD TYPE "X" 5/8" THICK ON FIRE RATED PARTITION (ASTM C36) INSTALLED PER UL ASSEMBLY REQUIREMENTS

GYPSUM BOARD INSTALLATION: INSTALLPER GA-216 & GA-600. ERECT EXTERIOR GYPSUM SHEATHING IN ACCORDANCE WITH ASTM C1280.

PROVIDE A GYPSUM BOARD ACCESSORIES AS REQUIRED : ACOUSTIC SEALANT, CORNER BEADS, EDGE TRIM (GA-216), JOINT MATERIALS (ASTM C475 & GA-216) - REINFORCING TAPE, JOINT COMPOUND, ADHESIVE & WATER.

GYPSUM BOARD FINISHES:

LEVEL 1 - ABOVE FINISHED CEILINGS CONCEALED FROM VIEW

LEVEL 2 - WALLS BEHIND CABINETRY

LEVEL 3 - WALLS EXPOSED TO VIEW

LEVEL 4 - CEILING EXPOSED TO VIEW

LEVEL 5 - SPECIAL WALLS TO RECEIVE WRITING SURFACES (COORD ANY LOCATIONS OF LEVEL 5 FINISH WALLS w/OWNER)

INSULATION:

PROVIDE ACOUSTIC INSULATION (ASTM C665) AROUND ALL TOILET AND BATHROOMS AND AS NOTED ON THE WALL TYPE SCHEDULE. INSULATION SHALL BE PREFORMED GLASS FIBER, FRICTION FIT UNFACED R-11 MIN.

PROVIDE BATT INSULATION (ASTM C665) IN EXTERIOR WALLS AND SOFFIT AREAS WITH R-VALUES AS NOTED ON PLANS AND SECTIONS. BATT INSULATION SHALL BE PREFORMED GLASS FIBER, FRICTION FIT UNFACED.

INSULATION SHALL HAVE FLAME/SMOKE PROPERTIES 75/450 IN ACCORDANCE WITH ASTM E84

FRAMING MATERIALS:

STUDS AND TRACKS (ASTM C645, GA-216, GA-600) SHALL BE GALVANIZED SHEET STEEL, 0.0188" THICK (25 GA), 0.284 (22 GA), 0.0359 (20 GA); C-SHAPE, WITH KNURLED FACES.

ANCHOR TO SUBSTRATE WITH TIE WIRES, NAILS, SCREWS, AND OTHER METAL SUPPORTS, OF TYPE AND SIZE TO SUIT APPLICATION TO RIGIDLY SECURE MATERIALS IN PLACE.

METAL STUD INSTALLATION: INSTALLED IN ACCORDANCE WITH ASTM C754, GA-216 & GA-600

DEFLECTION: MAXIMUM DEFLECTION OF INTERIOR NON-LOAD BEARING PARTITIONS SHALL BE L/240 AT 5 PSF. PROVIDE LATERAL REINFORCING AS REQUIRED

CEILING FRAMING INSTALLATION: INSTALLED IN ACCORDANCE WITH ASTM C754, GA-216 & GA-600

DEFLECTION: LEVEL CEILING TO A TOLERANCE OF 1/600. LATERALLY BRACE ENTIRE SUSPENSION SYSTEM.

ACOUSTICAL CEILING TILES:

ACOUSTICAL CEILINGS SHALL COMPLY w/ THE FOLLOWING: ASTM C635, ASTM C636, ASTM C665, ASTM E580, ASTM C1284 AND CEILINGS AND INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION.

INSTALLATION: INSTALL LAY-IN CEILING IN ACCORDANCE WITH ASTM C636 AND ASTM E580. INSTALL SYSTEM CAPABLE OF SUPPORTING IMPOSED LOADS TO DEFLECTION OF L/360 MAXIMUM

ACCESSORIES: PROVIDE ALL NECESSARY ACCESSORIES; GALVANIZED SUPPORT HANGERS AND CHANNELS, PERIMETER MOLDINGS (SAME MATERIAL AND FINISH AS THE GRID - L-SHAPED MOLDING FOR MOUNTING AT THE SAME ELEVATION AS FACE OF GRID) TOUCH UP PAINT AS REQUIRED TO MATCH GRID.

VINYL COMPOSITION TILE (VCT):

VCT EQUAL TO ARMSTRONG STANDARD EXCELON SERIES; 12" x 12" x 1/8"

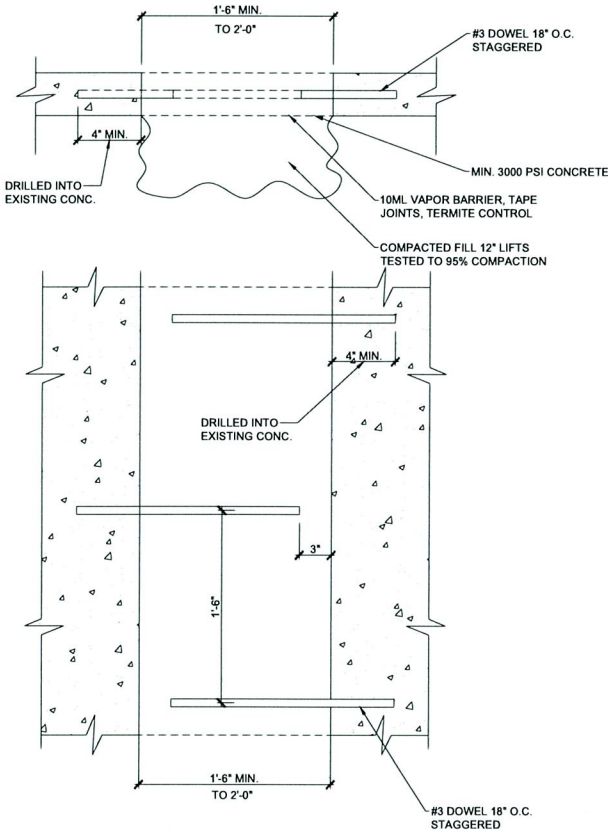
1.1 PERFORMANCE REQUIREMENTS

- A. Conform to applicable code for fire performance ratings as follows:
- Flooring, critical radiant flux (CRF): Minimum 0.45 watt per square centimeter, per ASTM E 648.
 - Flooring, smoke developed: Maximum 450, per ASTM E662.
 - Class 2 finish per ASTM F1066

CERAMIC AND QUARRY TILE:

INSTALL TILE PER THE TCA (TILE COUNCIL OF AMERICA) HANDBOOK FOR TILE INSTALLATION.

NOTE: ALL FINISHES AND COLORS SHALL BE APPROVED BY OWNER PRIOR TO ORDERING



TRENCH DETAIL

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

SLAB NOTE:
4" CONCRETE SLAB, 3000
PSI w/ EX 10/10(14) WELD
WIRE, 10 MIL. POLY VAPOR
BARRIER, CLEAN SLAB
READY FOR FLOORING

NOTE : THE SLAB NEEDS TO BE PRE-TREATED WITH A PEST TREATMENT BEFORE THE SLAB IS POURED

CONCRETE SLAB DETAIL

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



Craig A
Sommers

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Sommers
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TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: ROOM FINISH SCHEDULE & GENERAL NOTES

NO. REVISION

DATE

DRAWN BY: CAS

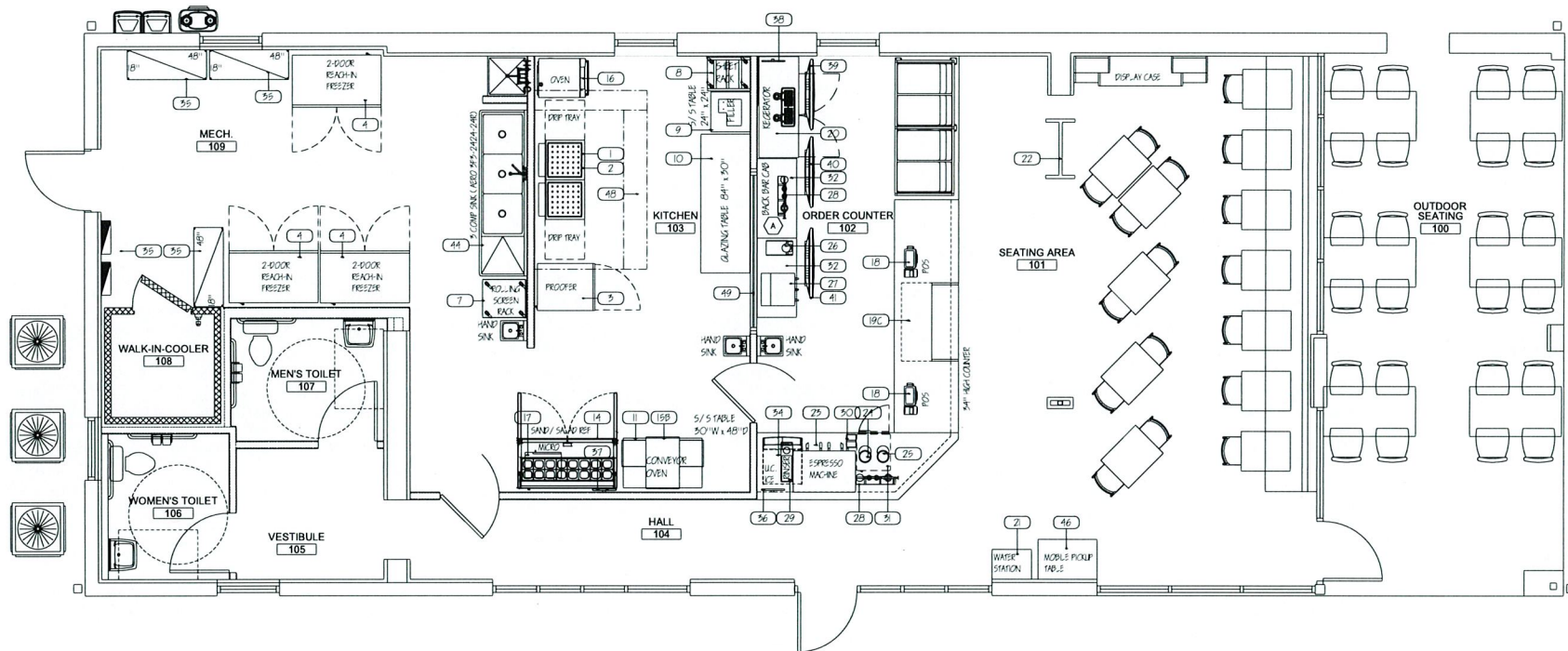
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EQUIPMENT PLAN

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



CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT

APPROVED SUBJECT TO COMMENTS BY

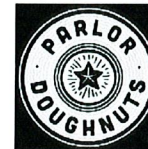
City Engineer

Date

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE

INITIALS



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Craig A. Sommers
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TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: EQUIPMENT PLAN	
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EQUIPMENT SCHEDULE

Item nr.	Quantity	Equipment Name	Manufacturer	Model number	Dimension			FURNISHED BY	INSTALLED BY	ELECTRICAL										PLUMBING										ITEM NO.
					WIDTH	DEPTH	HEIGHT			LOAD										WATER			WASTE			GAS				
										VOLTAGE	HERTZ	PHASE	AMPS	MOCp	HP	WATTS	NEMA	HEIGHT AFF	CW ROUGH-IN	HW ROUGH-IN	HEIGHT AFF	DIRECT ROUGH-IN	INDIRECT ROUGH-IN	HEIGHT AFF	SIZE (IN)	BTU	HEIGHT AFF			
1	2	Fryer	Belshaw	624 (Electric) OR 724-CG (Gas)																										
2	1	Grease Filter Machine	Belshaw	EZMELT 24																									2	
3	1	Proofer	Lockwood Insulated	CA71-PFIN-CD-R																									3	
4	3	Reach In Freezer	Migali	C-2FB-HC																									4	
5	2	Retarder - needed if there is no built in cooler	TRUE	STG1RRI-15																									5	
6	2	Reach In Refrigerator - needed if there is no built in cooler	Migali	C-2R-HC																									6	
7	3	Fry Screen Rolling Racks	Channel or Lockwood	E.G. S48A																									7	
8	3	Sheet Pan Rolling Racks	Channel	401AKD																									8	
9	1	Doughnut Filler	Edhard	P-4012																									9	
10	1	Glaze Table (Dipping Station)	TBD																										10	
11	1	Prep Table(s)	TBD																										11	
12	1	Food Processor	Cuisinart	8 cup food processor																									12	
13	1	Mixer	Kitchen Aid	6 qt. Professional Standing Mixer																									13	
14	1	Sandwich Prep Refrigerator (Stainless Steel)	Turbo Air	MST-60-N-V Or Turbo Air MST-28-N-1 Door if space or volume is limited																									14	
15A	1	Speed Baking Oven	Unox	XASW-03HS-SDDS SPEED-Pro																									15	
15B	1	Conveyor Oven is optional for speed, high volume, drive thru.	Lincoln Foodservice	V2500/1353	50"	31-1/8"	18"			208 or 240	60	1	27 or 24																	
16	1	Traditional Baking Oven	Cadco	XAPT-04HS-LD																									16	
17	1	Microwave (for melting and softening)	TBD																										17	
18	1	POS System (software and equipment)																											18	
19A	1	Beverage Merchandiser (open grab and go) - freestanding	Beverage Air	MT-12-1W																									19A	
19B		- Freestanding Open Curtain: True TOAM-30-HC-NSLO1 (57.797)																											19B	
19C		- In-Line Under-Counter: Structural Concepts CO33R-UC (57.345)																											19C	
20	1	Kegerator (4 taps) (Kegs are listed under coffee)	Artic Air	ADD60R-2	61.0"	24.0"	39.5"						6		1/3	5-15P													20	
21	1	Water Station (to be part of front counter near Barista)																											21	
22	1	Coffee Retail Stanchion (used as walk way divider as well)																											22	
23	1	Coffee Machine	LaMarzocco	GBS S Auto-Volumetric AV																									23	
24	1	Coffee Grinder	Mahlkonig	E655	19.5cm	62cm	28.3cm			110-127	60	1				580													24	
25	1	Decaf Grinder	Hey Café	704841	350mm	210mm	555mm																						25	
26	1	Coffee Grinder	Mahlkonig	EK43	23cm	68cm	41cm			120	60	1																	26	
27	1	Coffee Brewer	Fetco	CBS 1232 Plus Brewers JF1232LUS	26.25"	19.75"	15.13"			120	60	1	22.2-25.5			4.5-6.0													27	
28	3	Water Filtration (and initial filters)	Revive																										28	
29	1	Pitcher Rinser (NFS approved)		7" x 15" with side spray (or 7"x24" with side spray)																									29	
30	1	Knock Box		Revolution Box, Deluxe Chute (7x6.57x4.25)																									30	
31	1	Beverage Refrigerator	Avanti	BCAS165S																									31	
32		Back Bar - counter/cabinet to hold grinders/brewer																											32	
33	1	Shelving																											33	
34	1	Ice Machine (suggested under counter)	Scotsman	UC2024MA-1 (full dice, air-cooled, 80 lb. bin)																									34	
35	4	Racks for Dry Storage																											35	
36	1	Barista KDS Screen																											36	
37	1	Kitchen KDS Screen																											37	
38	1	TO GO KDS Screen																											38	
39	1	Doughnut Menu																											39	
40	1	Coffee Menu																											40	
41	1	Kitchen Menu																											41	
42	varies	Hand sink																											42	
43	1	Mop sink																											43	
44	1	3 compartment sink																											44	
45	1	Veggie Sink																											45	
46	1	Mobile Pick up																											46	
47	varies	Merchandise Display		available 2'x8' sections																									47	
48	1	Hood with Fire Suppression																											48	
49	1	Glaze Window																											49	
50	varies	Doughnut Cases																											50	
G.C. IS RESPONSIBLE FOR UNLOADING, UNCRATING, ASSEMBLY, SET-IN-PLACE, & FINAL CONNECTIONS OF ALL OWNER SUPPLIED ALL FOOD SERVICE EQUIPMENT. FIELD VERIFY ALL CONNECTIONS TO THE EQUIPMENT PRIOR TO PULLING WIRING AND INSTALLING CONDUIT & BREAKERS AND PIPING.																														

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Craig A
Sommers
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DATE
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CITY OF WINTER GARDEN
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APPROVED SUBJECT TO COMMENTS BY
City Engineer
Date

TENANT BUILD-OUT

160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: EQUIPMENT SCHEDULE	
NO.	REVISION

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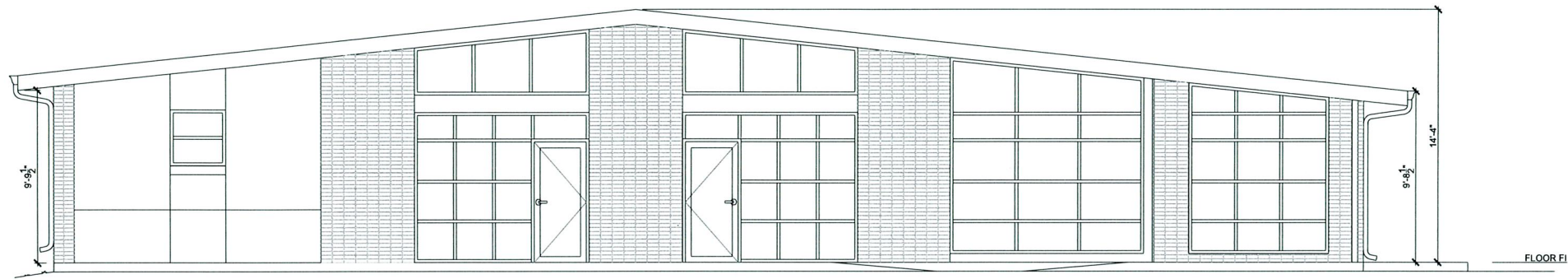
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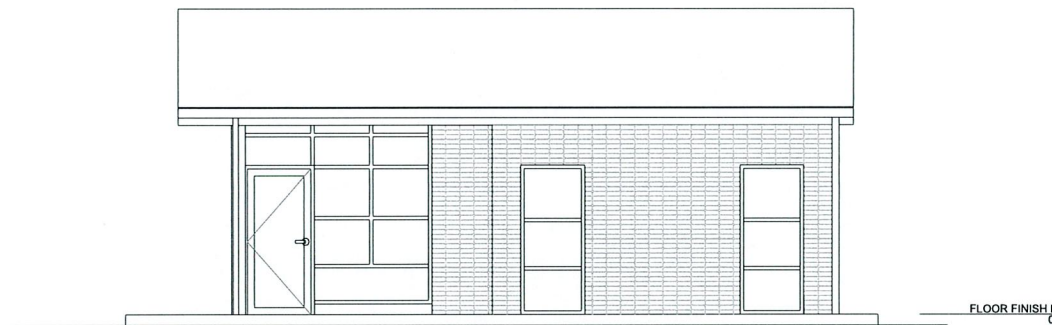
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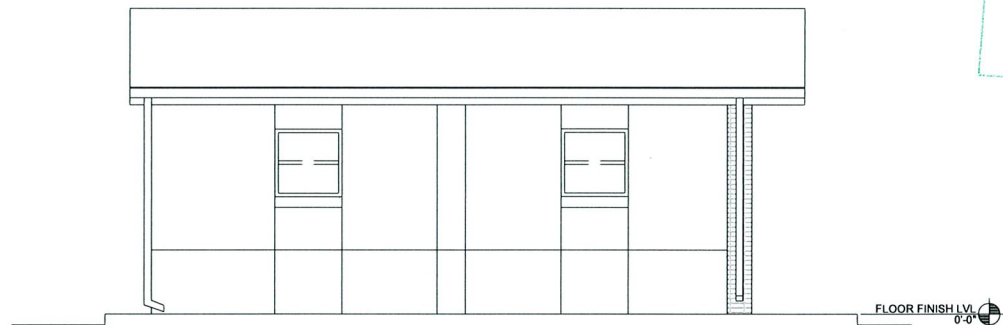
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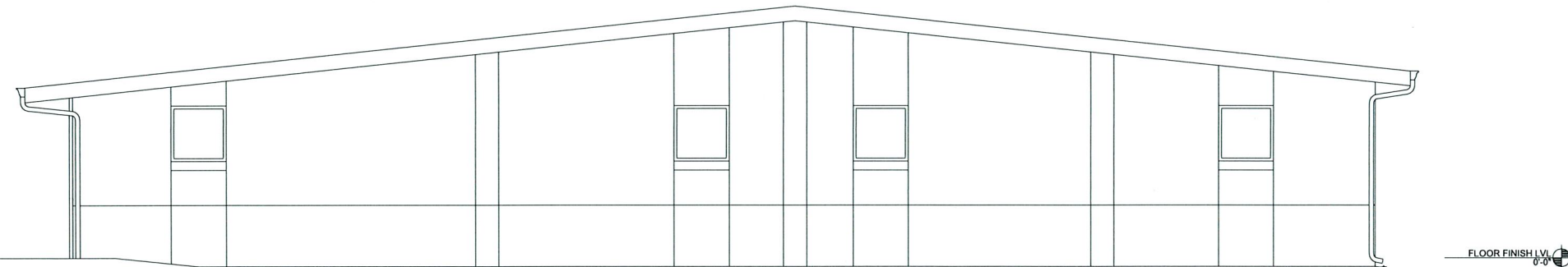
EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"



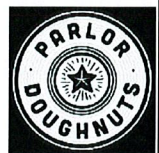
EXISTING SOUTH ELEVATION
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EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"

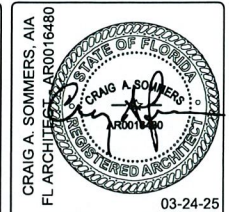
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CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT
APPROVED SUBJECT TO COMMENTS BY
City Engineer
Date



Craig A
Sommers
Digitally signed by
Craig A Sommers
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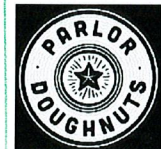
TENANT BUILD-OUT
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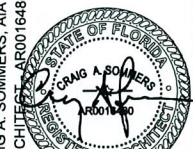
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TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

[illegible]

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DATE:	03-24-25

SHEET

A-2.1

NOTES:

1. PAINT BUILDING EXTERIOR INCLUDING METAL PARAPETS, GUTTERS, & DOWNSPOUTS.
2. ADD ALTERNATE: PAINT EXISTING BRICK (COORD COLOR WITH OWNER)

CONDENSING
PAD H-CLASS BY
ERS, INC. 150
ERS TYPICAL "L"
CONCRETE
IP HC-1 BY
ERS, INC

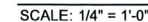
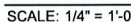
City Engineer

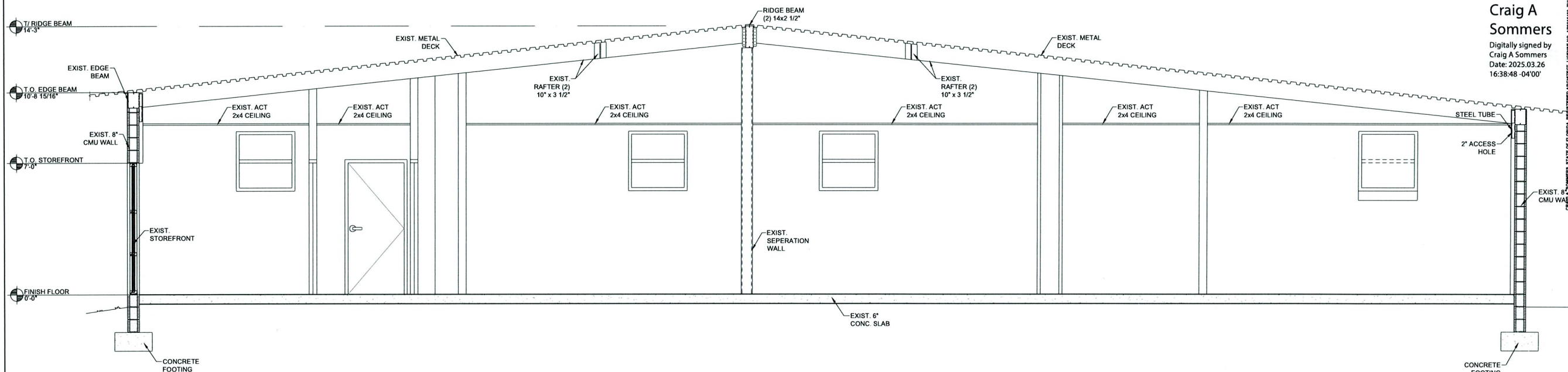
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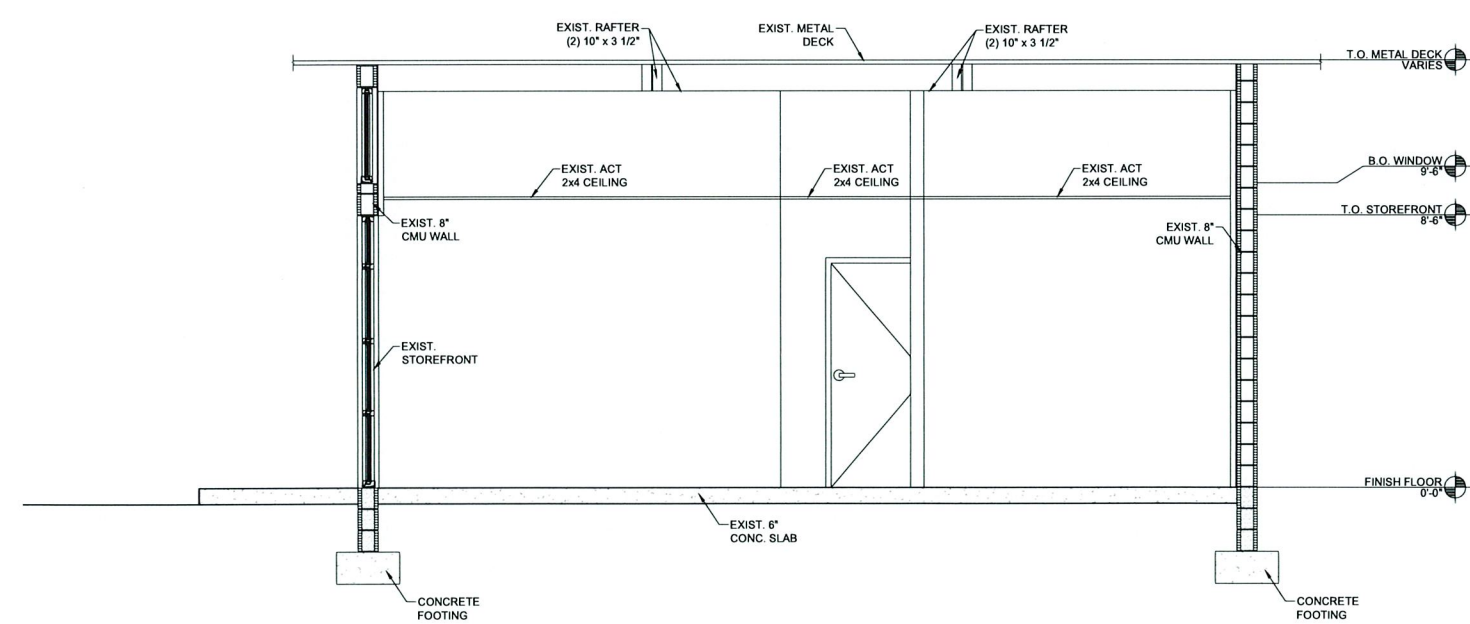
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SCALE: 1/4" = 1'-0"





EXISTING BUILDING SECTION 1
SCALE: 3/8" = 1'-0"



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

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT
APPROVED SUBJECT TO COMMENTS BY

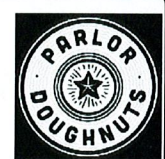
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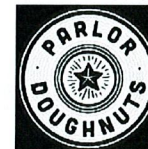
TENANT BUILD-OUT
PARLOR DOUGHNUTS
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: EXISTING BUILDING SECTION			
NO.	DATE	REVISION	

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SHEET
A-3

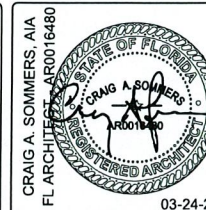
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Craig A
Sommers

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Craig A Sommers
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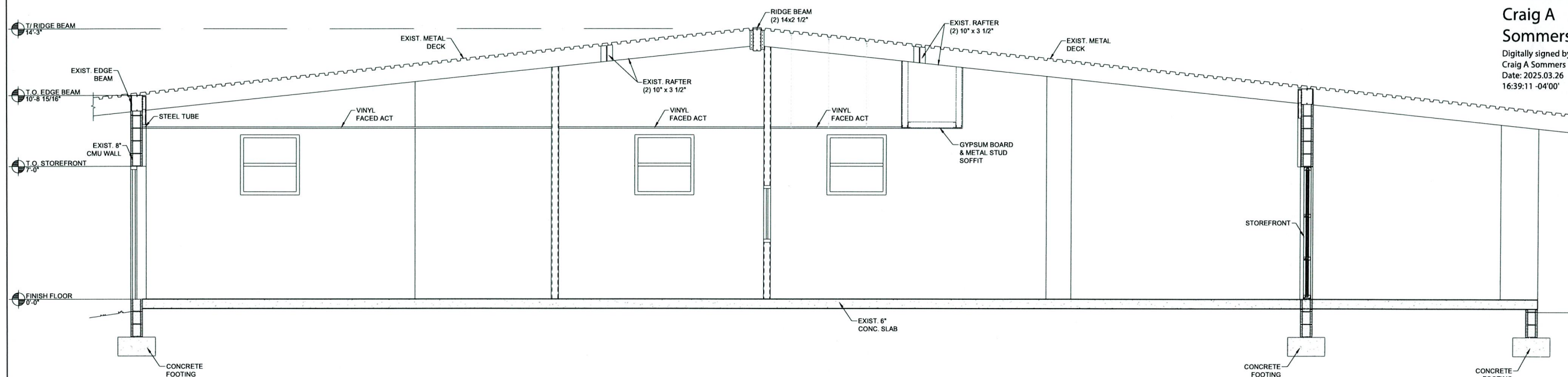
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Jacksonville Beach, FL 32250
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904.241.0691 f
www.dsae.net
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Florida License No.: AA26000952

TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

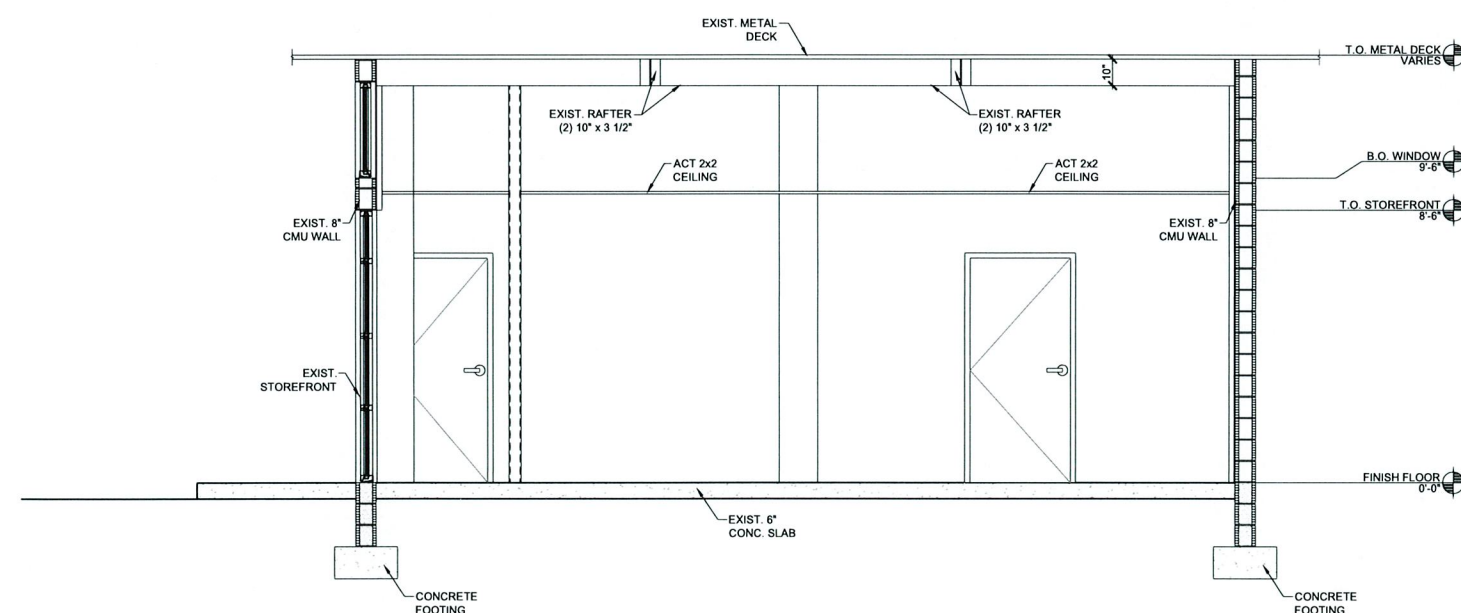
SHEET TITLE: BUILDING SECTION		REVISION	
NO.	DATE		

DRAWN BY: CAS
CHECKED BY: CAS
DATE: 03-24-25

SHEET
A-3.1



BUILDING SECTION 1
SCALE: 3/8" = 1'-0"



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

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT

APPROVED SUBJECT TO COMMENTS BY

City Engineer

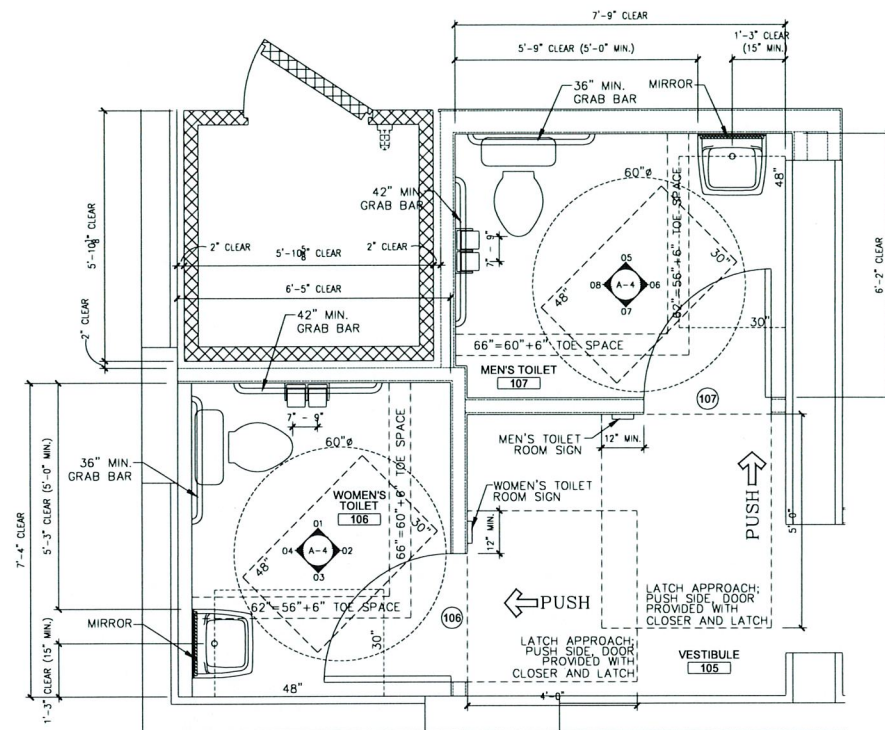
Date

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE

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TOILET ACCESSORY LEGEND

- | | | | |
|---|---|---|---------------------------------------|
|  | SURFACE MTD. PAPER
TOWEL DISPENSER |  | 18 x 42 MIRROR |
|  | DOUBLE TOILET PAPER HOLDER |  | HANDICAPPED
GRAB BAR |
|  | SURFACE MTD. SOAP DISPENSER |  | (PROVIDE PEEN
ON SHOWER GR |
|  | SANITARY NAPKIN DISPOSAL |  | MOP HOLDER |

WHERE THE TOILET IS FOR INDIVIDUAL USE AND CLEAR FLOOR SPACE COMPLYING WITH FBC-ACCESS 305.3 (A 30"x48" SPACE) IS PROVIDED WITHIN THE ROOM BEYOND THE ARC OF THE DOOR SWING, DOORS SHALL BE PERMITTED TO SWING INTO THE CLEAR FLOOR SPACE OR CLEARANCE REQUIRED FOR ANY FIXTURE (FBC-ACCESS 603.2.3 EXCEPTION 2)

WHERE THE SPACE BENEATH AN ELEMENT IS INCLUDED AS PART OF THE CLEAR FLOOR OR GROUND SPACE, THE SPACE SHALL COMPLY WITH FBC-ACCESSIBILITY 306 FOR KNEE & TOE CLEARANCE

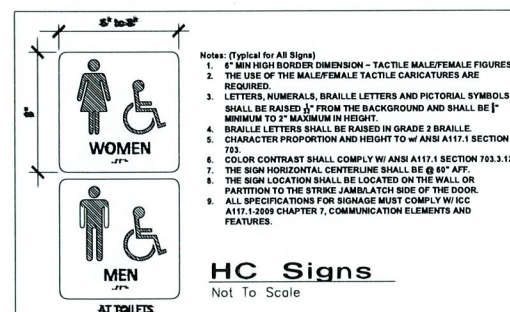
NOTES

1. HANDICAPPED ACCESS MOUNTING DIMENSIONS ARE VERY CRITICAL AND HAVE NO MINUS TOLERANCES. MOUNTING LOCATION OF TOILET ACCESSORIES TO BE IN ACCORDANCE WITH A.D.A. TITLE III & FLORIDA BUILDING CODE 7th EDITION (2020) - ACCESSIBILITY.

2. ALL DIMENSIONS SHOWN ARE FROM FACE OF FINISH. FINISH THICKNESS MUST BE ADDED TO ANY ROUGH IN DIMENSIONS.

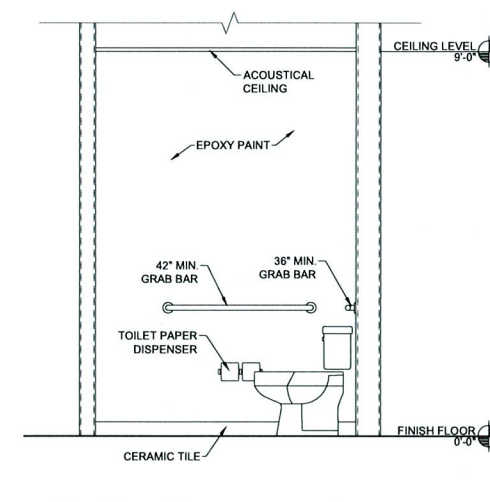
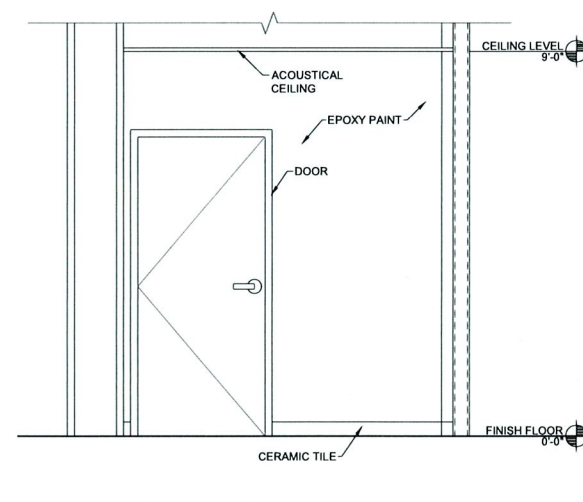
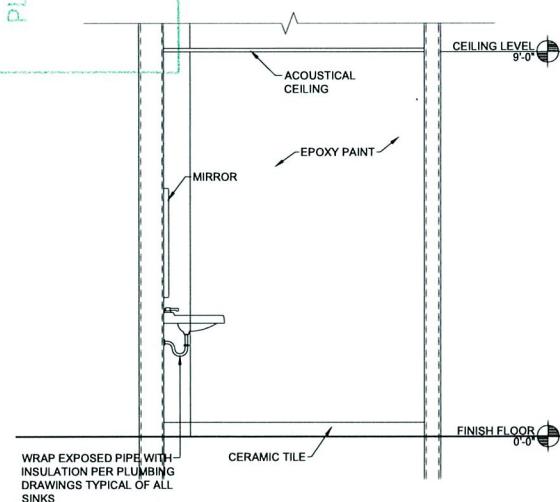
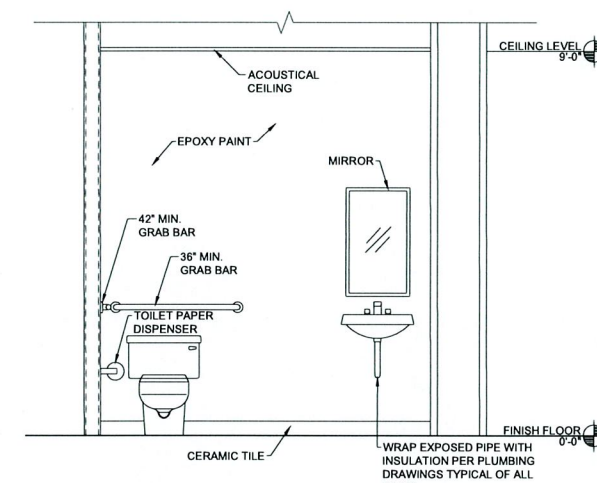
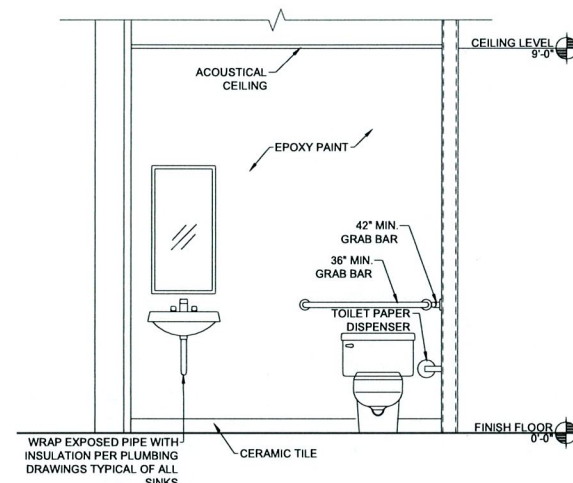
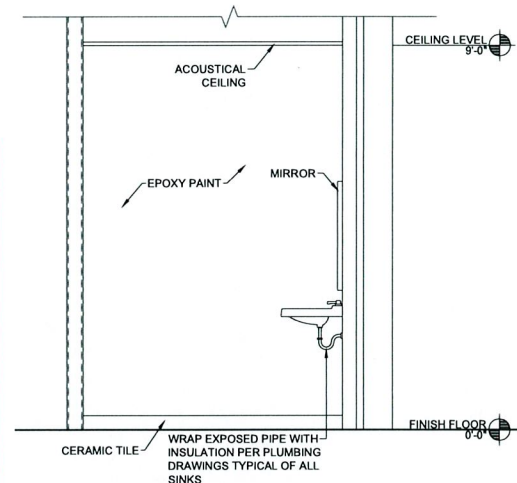
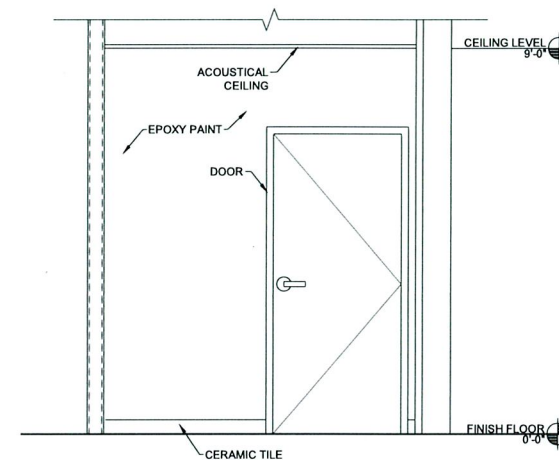
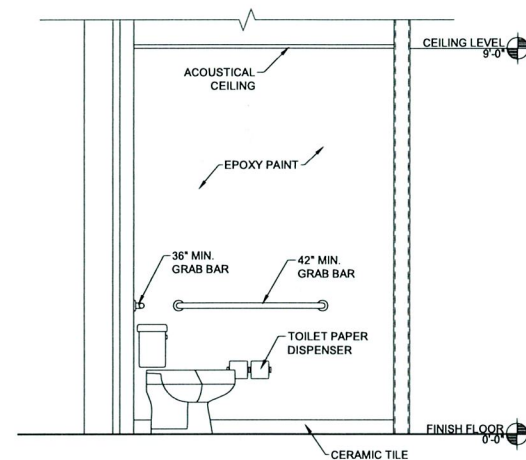
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WHERE THE SPACE BENEATH AN ELEMENT IS INCLUDED AS PART OF THE CLEAR FLOOR OR GROUND SPACE, THE SPACE SHALL COMPLY WITH FBC-ACCESSIBILITY 306 FOR KNEE & TOE CLEARANCE



WOMEN'S RESTROOM SIGN EQUAL TO ADA SIGN
DEPT - ADA COMPLIANT WOMEN'S RESTROOM
SIGNS WITH TACTILE TEXT AND GRADE 2 BRAILLE
Women's Restroom Braille ADA Signs - 6" x 8"
ADA-1020: Color - White on Blue

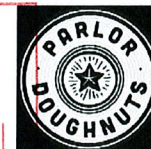
**MEN'S RESTROOM SIGN EQUAL TO ADA SIGN
DEPOT - ADA COMPLIANT MEN'S RESTROOM SIGN
WITH TACTILE TEXT AND BRAILLE
Mens Restroom Braille ADA Signs - 6" x 8"
ADA-1021; Color - White on Blue**



CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT

City Engineer

**Craig A
Sommers**
Digitally signed by
Craig A Sommers
Date: 2025.03.26
16:39:32 -04'00'



CRAIG A. SOMMERS, STATE OF FLORIDA, REGISTERED ARCHITECT, LICENSE NO. AR0016480, THIS
ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY CRAIG A. SOMMERS, AIA ON 03-24-25
USING A DIGITAL SIGNATURE REMITTED COVERED BY THIS DOCUMENT, A REAL ESTATE TRANSACTION.



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Florida Certificate of

TENANT BUILD-OUT
PARLOR
DOUGHNUT

160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

[illegible]

DRAWN BY: CAS

CHECKED BY: CAS

DATE: 03-24-25

SHEET

A-4

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DOOR / OPENING SCHEDULE											
MARK	LOCATION	DOORS					FRAMES		HDW GRP	LBL/ RTG	REMARKS
		TYPE	SIZE	MATL	GLAZING	LOUVER	MATL	TYPE			
101	OUTDOOR SEATING	FG	3'0" x 7'0" x 1 3/4"	AL		--	AL		3		EXISTING STOREFRONT
101A	OUTDOOR SEATING	FG	3'0" x 7'0" x 1 3/4"	AL		--	AL		3		EXISTING STOREFRONT
102	KITCHEN	TRAFFIC	3'0" x 7'0" x 1 3/4"	P'LAM		--	MTL		2		ELIASON TRAFFIC DOOR; SEE BASE & ALTERNATE DOORS
103	KITCHEN	TRAFFIC	3'0" x 7'0" x 1 3/4"	P'LAM		--	MTL		2		ELIASON TRAFFIC DOOR; SEE BASE & ALTERNATE DOORS
106	MEN'S TOILET	F	3'0" x 7'0" x 1 3/4"	WD		--	MTL		1		
107	WOMEN'S TOILET	F	3'0" x 7'0" x 1 3/4"	WD		--	MTL		1		
109	MECH.	C	3'0" x 7'0" x 1 3/4"	MTL		--	MTL		5		EXIT DOOR; COORD FRAME WITH EXISTING MASONRY OPNG
AL/GL = ALUMINUM/GLASS				RE-KEY ALL LOCKS ON EXISTING DOORS; COORD w/OWNER							
MTL = METAL											
STL = STEEL											
WD = WOOD											
HM = HOLLOW METAL											
P'LAM = PLASTIC LAMINATE											

DOORS AND HARDWARE

- ALL INTERIOR DOORS TO BE FLUSH SOLID CORE WOOD DOORS (BIRCH), 3'-0" x 7'-0" x 1 3/4" - PAINT FINISH. FRAMES SHALL BE PAINTED STEEL (KNOCK-DOWN).
- PROVIDE LEVER TYPE COMMERCIAL (ANSI A156.2, 1996, SERIES 4000, GRADE 1) GRADE DOOR HARDWARE (ANSI A117.1 COMPLIANT). OPERATING LEVER ON DOOR SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. LEVER-OPERATED MECHANISMS ARE ACCEPTABLE DESIGNS.
- COORDINATE ALL KEYING & LOCKSETS WITH TENANT.

HARDWARE GROUP 1

PRIVACY LOCKSET
1 1/2 PR BUTT HINGES
3 DOOR SILENCERS
1 DOOR CLOSER
1 WALL STOP
ANSI F76 BED/BATH PRIVACY LOCK:
PUSH-BUTTON LOCKING, TURNING
INSIDE LEVER RELEASES PUSH-BUTTON.
CAN OPEN FROM OUTSIDE VIA
EMERGENCY RELEASE

HARDWARE GROUP 3

ALUMINUM DOOR & HARDWARE BY
LANDLORD AS PART OF THE
BUILDING SHELL
PUSH/PULL HARDWARE
w/KEY LOCK & THUMBTURN;
RE-KEY LOCKSETS;
COORD w/TENANT

HARDWARE GROUP 2

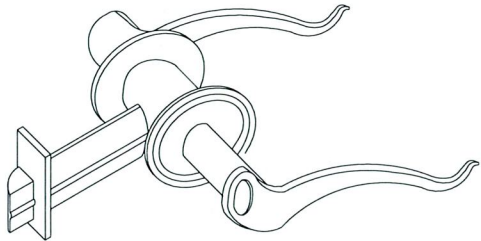
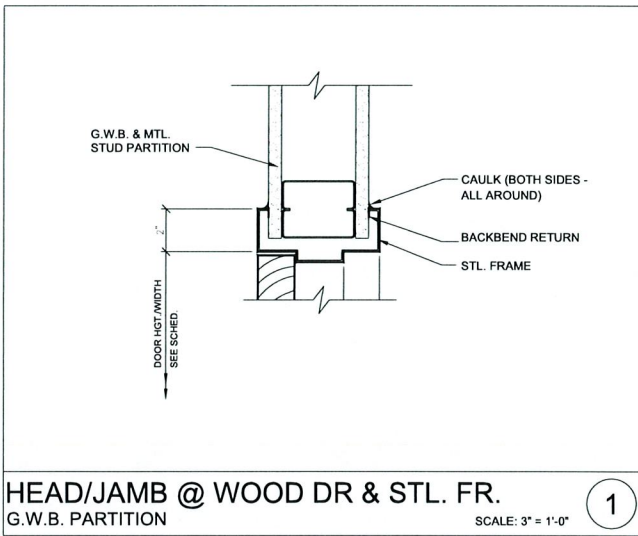
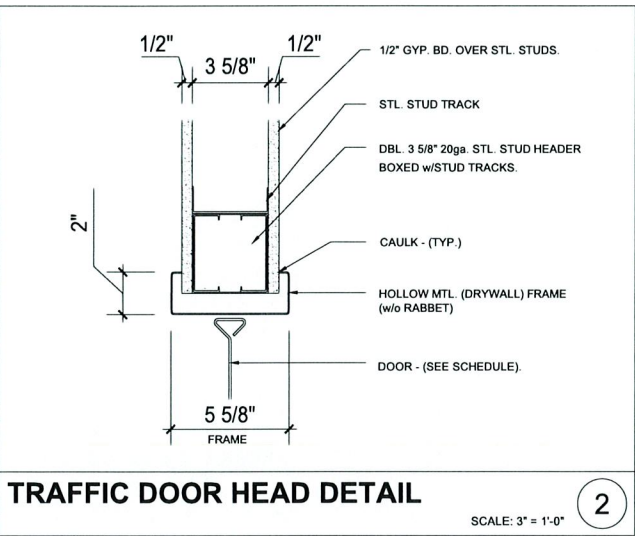
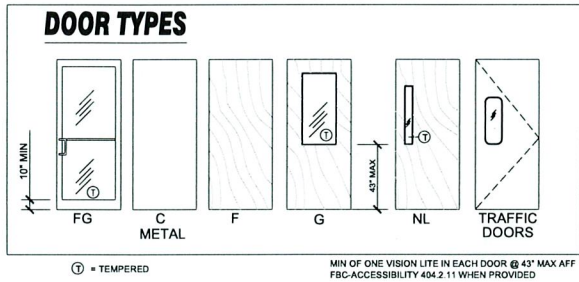
36" x 7'-0 TRAFFIC DOOR
EQUAL TO CURTRON SERVICE-PRO SERIES 20 ALUMINUM TRAFFIC DOORS
DOOR BODY: .063" THICK TEMPERED ALUMINUM
WINDOW: 10" x 30" CLEAR ACRYLIC SET IN BLACK RUBBER MOLDING
HINGES: SAVE-T HINGE ASSEMBLY & BOTTOM PIN
JAMB GUARD: 3" x 10"
OPTIONAL FEATURES (COORD w/OWNER):
ABS PUSH PLATES ON BOTH SIDES OF EACH DOOR
.125" ABS IMPACT PLATES

HARDWARE GROUP 4

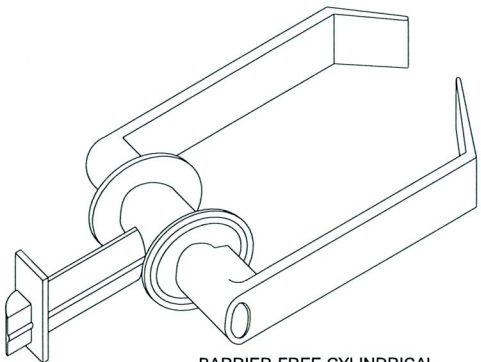
ALUMINUM DOOR & HARDWARE BY
LANDLORD AS PART OF THE
BUILDING SHELL
PROVIDE PANIC HARDWARE FROM INTERIOR
REMOVE EXISTING HARDWARE AS
REQUIRED TO INSTALL IT

HARDWARE GROUP 5

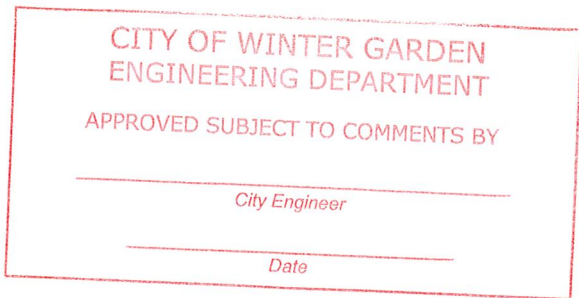
METAL DOOR & HARDWARE BY
LANDLORD AS PART OF THE
BUILDING SHELL
PROVIDE PANIC HARDWARE FROM INTERIOR
REMOVE EXISTING HARDWARE AS
REQUIRED TO INSTALL IT



BARRIER-FREE CYLINDRICAL
LEVER SET DESIGN



BARRIER-FREE CYLINDRICAL
LEVER SET DESIGN
STAINLESS STEEL FINISH



Craig A
Sommers

Digitally signed by
Craig A Sommers
Date: 2025.03.26
16:39:53 -04'00'

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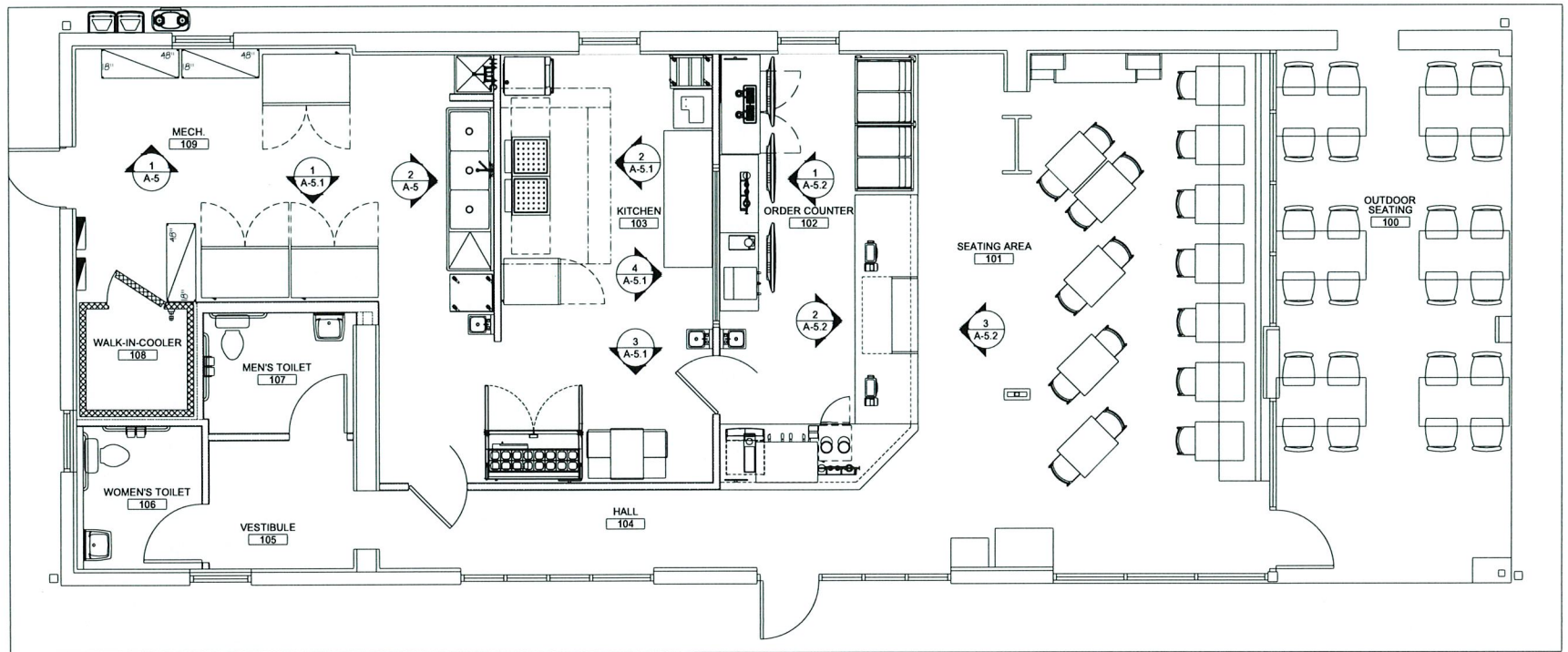
TENANT BUILD-OUT
**PARLOR
DOUGHNUTS**
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

SHEET TITLE: DOOR AND HARDWARE SCHEDULE			
NO.	DATE	REVISION	

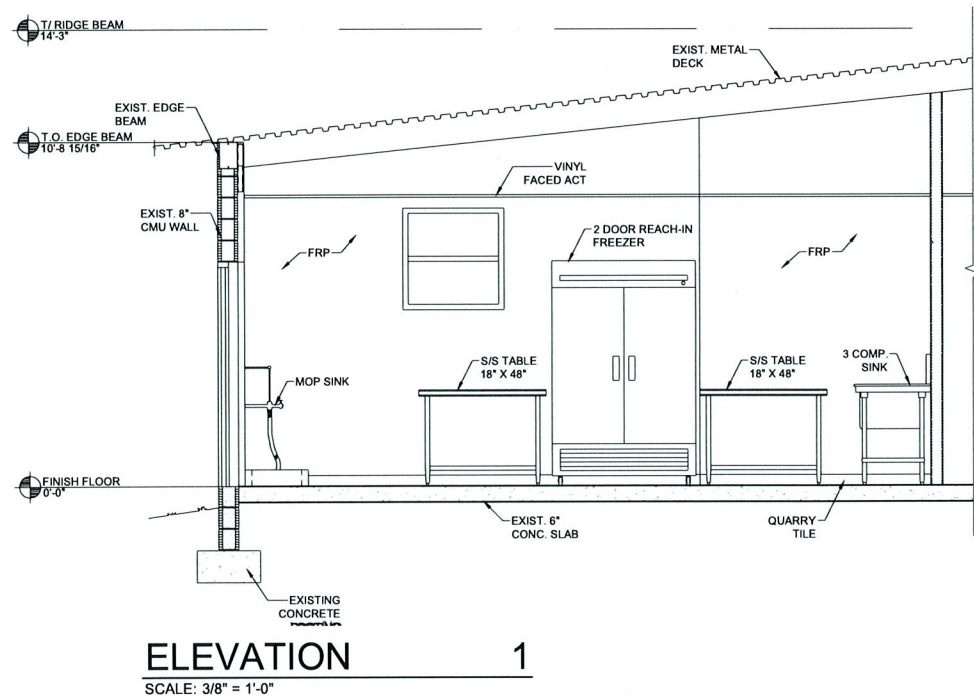
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CHECKED BY:	CAS
DATE:	03-24-25

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A-4.1

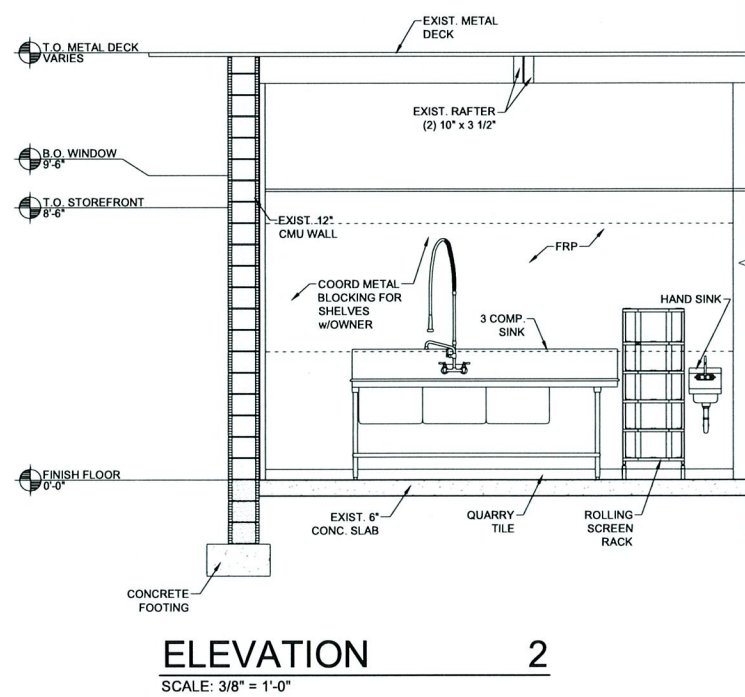
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KEY PLAN
SCALE: 1/4" = 1'-0"



ELEVATION 1
SCALE: 3/8" = 1'-0"



ELEVATION 2
SCALE: 3/8" = 1'-0"

REVIEWED
 CITY OF WINTER GARDEN
 PLANNING & ZONING DEPARTMENT
 DATE _____
 INITIALS _____



Craig A Sommers
Digitally signed by
Craig A Sommers
Date: 2025.03.26
16:40:26 -04'00'

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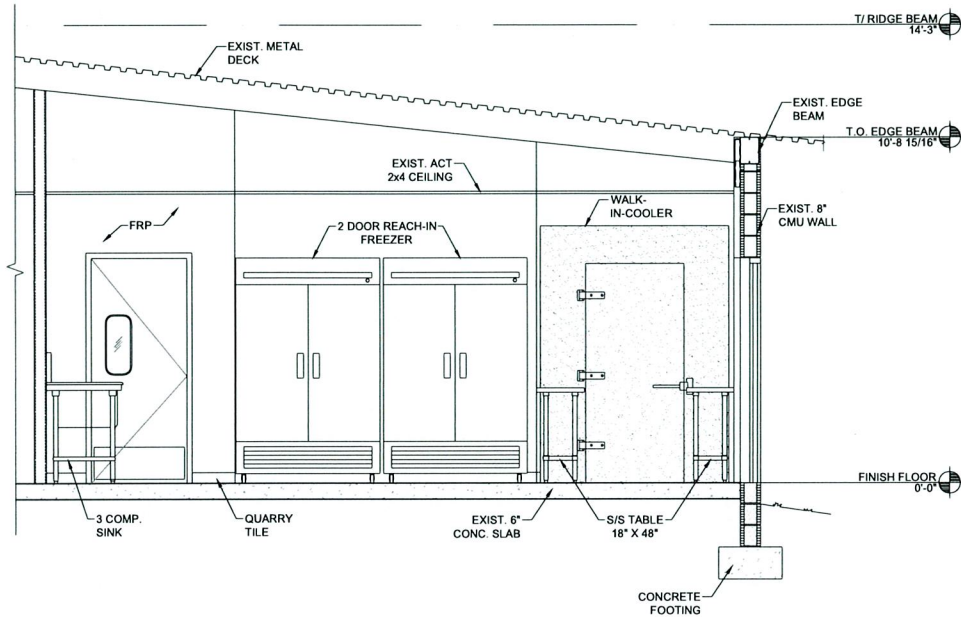
TENANT BUILD-OUT
PARLOR DOUGHNUTS
 160 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787

SHEET TITLE: KEY PLAN & INTERIOR ELEVATIONS			
NO.	DATE	REVISION	

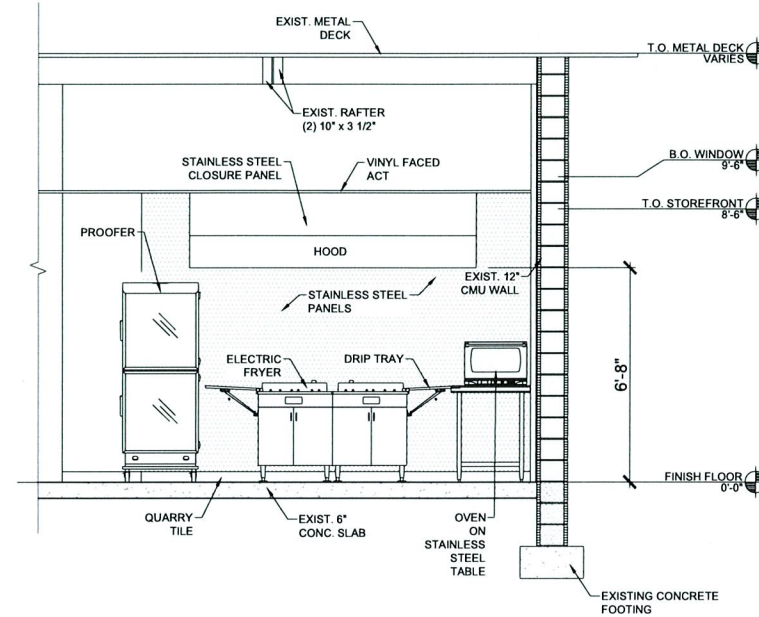
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SHEET
A-5

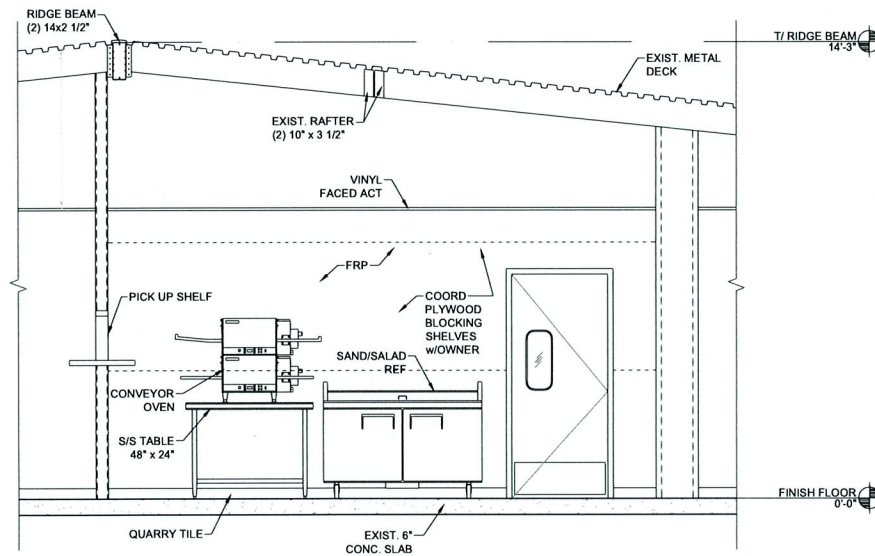
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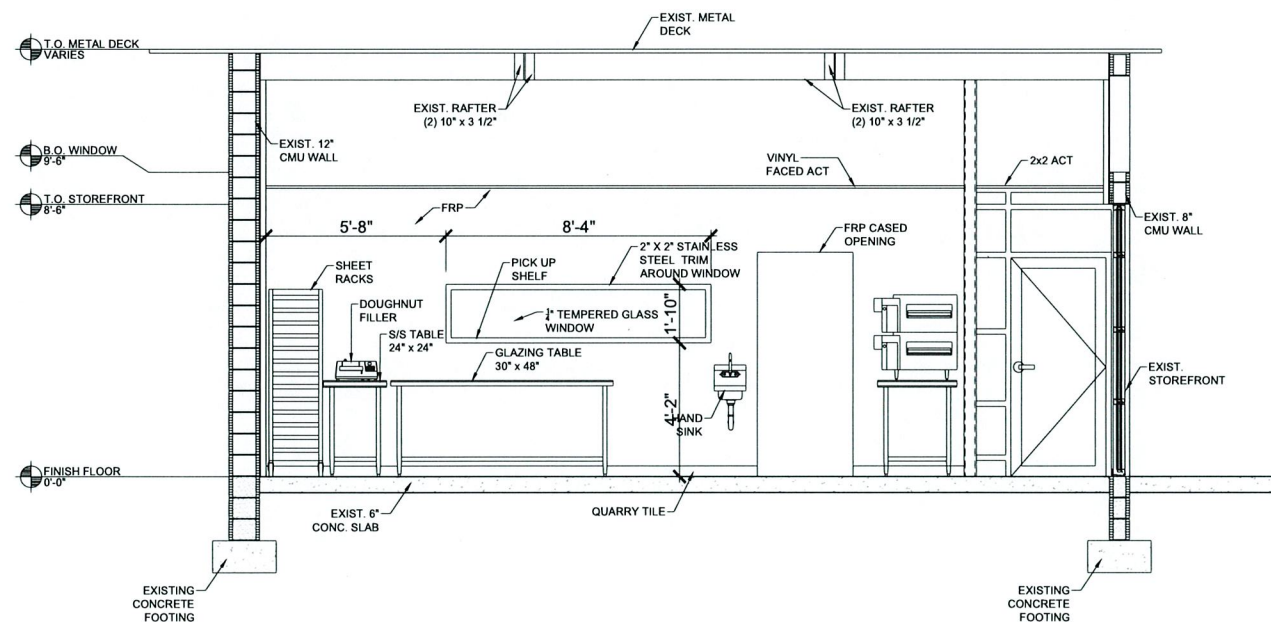
ELEVATION 1
SCALE: 3/8" = 1'-0"



ELEVATION 2
SCALE: 3/8" = 1'-0"



ELEVATION 3
SCALE: 3/8" = 1'-0"



ELEVATION 4
SCALE: 3/8" = 1'-0"

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT
APPROVED SUBJECT TO COMMENTS BY

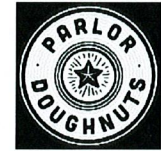
City Engineer

Date

REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE

INITIALS



Craig A
Sommers
Digitally signed by
Craig A Sommers
Date: 2025.03.26
16:40:50 -04'00'

CRAIG A. SOMMERS, AIA
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TENANT BUILD-OUT
PARLOR DOUGHNUTS
160 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

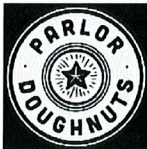
SHEET TITLE: INTERIOR ELEVATIONS		
NO.	DATE	REVISION

DRAWN BY: CAS
CHECKED BY: CAS
DATE: 03-24-25

SHEET
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Craig A
Sommers
Digitally signed by
Craig A Sommers
Date: 2025.03.26
16:41:22 -04'00'



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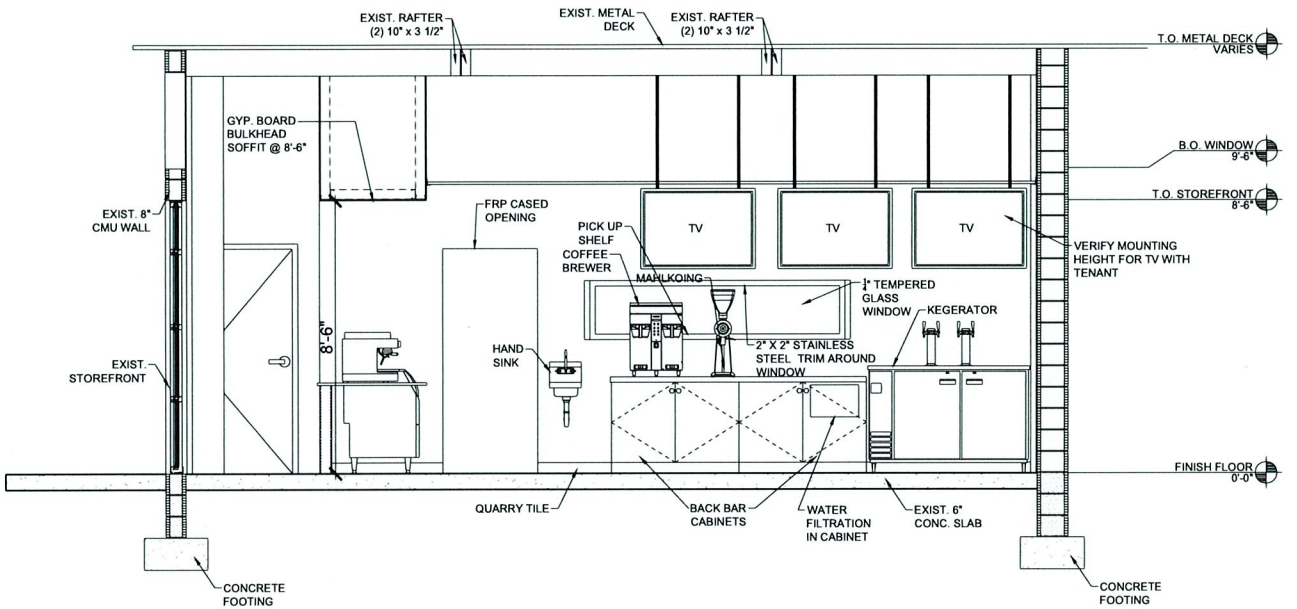
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TENANT BUILD-OUT
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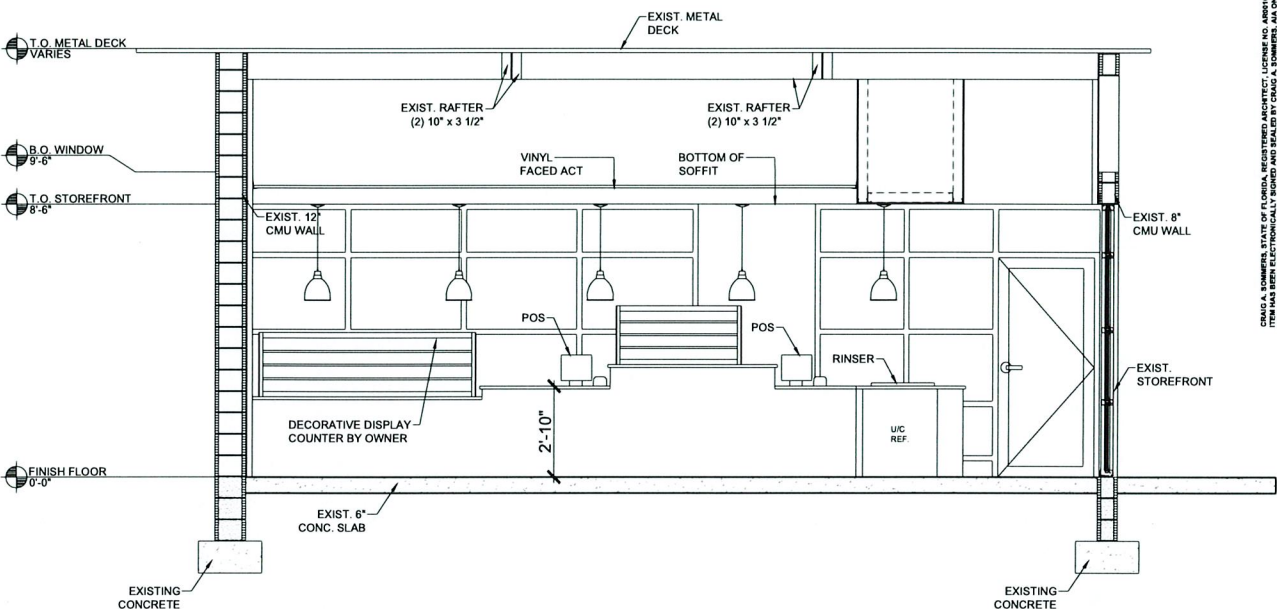
SHEET TITLE: INTERIOR ELEVATIONS		
NO.	DATE	REVISION

DRAWN BY: CAS
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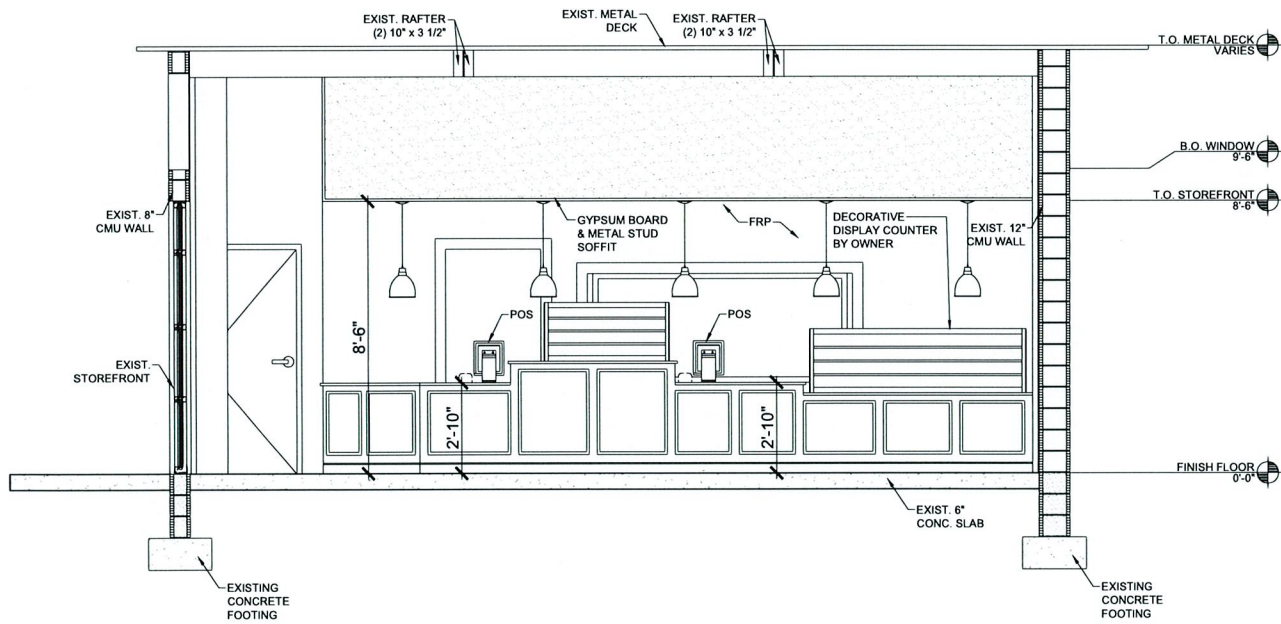
SHEET
A-5.2



ELEVATION 1
SCALE: 3/8" = 1'-0"



ELEVATION 2
SCALE: 3/8" = 1'-0"



ELEVATION 3
SCALE: 3/8" = 1'-0"

CITY OF WINTER GARDEN
ENGINEERING DEPARTMENT
APPROVED SUBJECT TO COMMENTS BY

City Engineer

Date

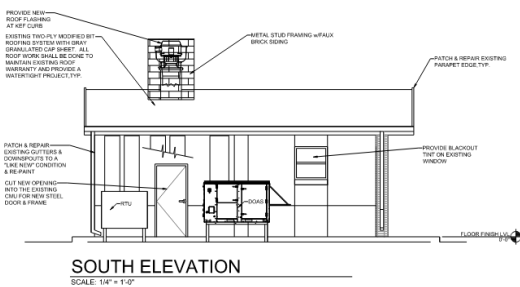
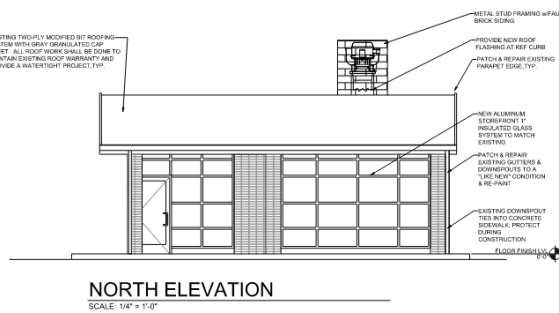
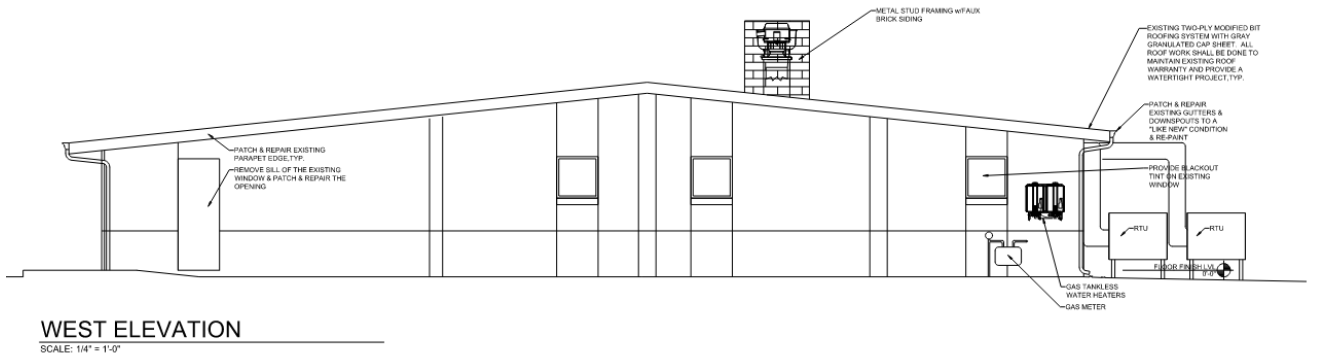
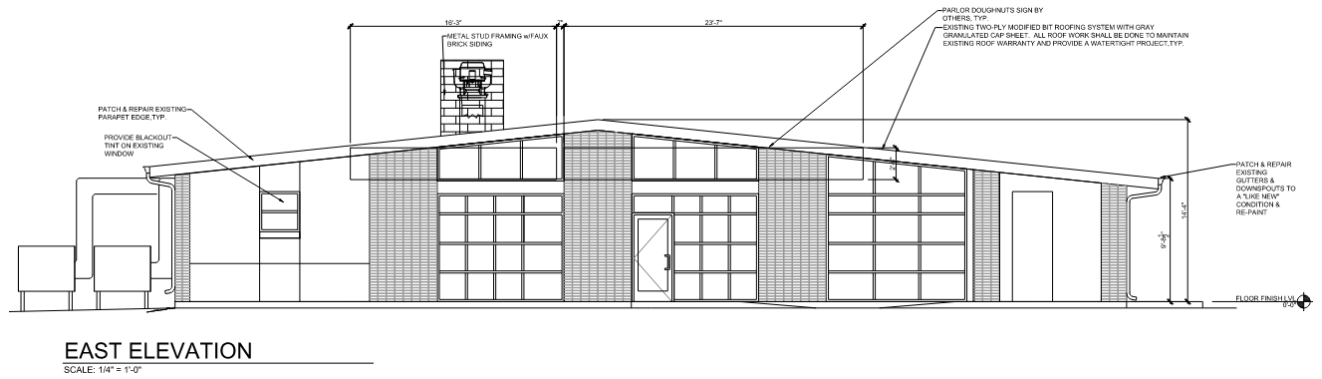
REVIEWED
CITY OF WINTER GARDEN
PLANNING & ZONING DEPARTMENT

DATE

INITIALS

DESIGNER EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DRAWINGS. THESE DRAWINGS, PLANS & DESIGNS ARE NOT TO BE REPRODUCED, COPIED OR USED IN ANY MANNER WITHOUT EXPRESSED WRITTEN PERMISSION AND CONSENT OF DOHERTY SOMMERS ARCHITECTS ENGINEERS, INC. THESE PLANS SHALL NOT BE DISTRIBUTED TO ANY PARTY WITHOUT SAID WRITTEN PERMISSION & CONSENT.

Building Elevations



Architectural rendering



[illegible]

Architectural drawing of a roof plan with various annotations and callouts:

- 12" 0" CLEARANCE AROUND KITCHEN EXHAUST FAN
- PATCH & REPAIR EXISTING PARAPET EDGE TYP.
- PATCH & REPAIR EXISTING GUTTERS & DOWNSPUTS TO A "LIKE NEW" CONDITION & RE-PAINT
- HOOD WEIGHT TYP
- EXISTING EXHAUST HOOD BELOW
- HOOD WEIGHT TYP
- PROVIDE NEW ROOF FLASHING AT KIF CURB
- REMOVED ALL UNUSED ROOF PENETRATIONS AND PATCH & REPAIR ROOF TYP.
- EXISTING TWO-PLY MODIFIED-BIT ROOFING SYSTEM WITH GRAY GRANULATED CAP SHEET. ALL ROOF WORK SHALL BE DONE TO MAINTAIN EXISTING ROOF WARRANTY AND PROVIDE A WATERTIGHT PROJECT TYP.
- PATCH & REPAIR EXISTING GUTTERS & DOWNSPUTS TO A "LIKE NEW" CONDITION & RE-PAINT
- PATCH & REPAIR EXISTING PARAPET EDGE TYP.



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, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: APRIL 15, 2025
SUBJECT: REVIEW OF MINOR SITE PLAN – PARLOR DOUGHNUTS – 160 E PLANT STREET – 2ND Review – STAFF ONLY – Final comments

Pursuant to your request, we have reviewed the revised site plan dated 3/26/25 for compliance with the City's stormwater and site requirements. The project proposes to convert an existing 1,956 s.f. professional office building to a quick serve doughnut restaurant. Prior to its renovation to professional offices, this building had a restaurant use (Mr. Wong's). This was submitted in response to our review of 11/26/24 and DRC meeting of 12/18/24 where it was referred to staff review only.

ENGINEERING

This is primarily a change in use for this site. No site changes have been shown on the proposed site plan and review would primarily be a function of Community Development/Planning. We recommend approval of the site plan, subject to approval by all other departments and the following conditions and comments:

1. Planning Department shall review and comment on use, elevations, setbacks, landscaping, buffering, lighting and signage, including C-1 zoning requirements.
2. Grease trap sizing shall be approved by the Building Department.
3. General Requirements:
 - 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 ($\geq 12"$) and Sanitary lines ($\geq 6"$) shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
4. The site shall be served by City water, sewer and reuse. All utilities required for the development

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

5. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Sanitary laterals, fittings, and pipes shall be SDR 26 per City standards. Use City Standard Detail Sheets for utilities and public works. Provide the proposed uses of the buildings and anticipated meter sizes for impact fee payment. When building plans are submitted, a determination of fees will be calculated.
6. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to Code. Any damaged, broken or cracked sections (including existing curbs and pavement) shall be replaced prior to issuance of certificate of occupancy.
7. All dumpsters shall be enclosed and shall provide **12'** minimum inside clearance (each way inside of bollards and gate hardware), and access by solid waste vehicles. Coordinate additional requirements with Public Services Department, Solid Waste Division.
8. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.

PLANNING

9. The applicant shall redevelop the property per the conditions approved by the Architectural Review Historic Preservation Board at the February 18, 2025, meeting. The conditions are as follows:
 - a. City staff shall administratively approve any paint and construction material colors at the time of building permit including new chimney brick.
 - b. The applicant shall comply with Chapter 102, Article III, Division 2 of the City Code for signage.
 - c. The applicant shall supply proof of trash/dumpster agreement with the neighbor property to assure trash collection prior to receiving any building permits. The applicant will provide email documentation of said agreement to the Planning and Zoning department.
 - d. The applicant shall complete the parking agreement with the City prior to receiving any building permits. The parking agreement will be presented for final approval to the City Commission.
 - e. The applicant shall complete the City sidewalk café permit prior to building occupancy. The City sidewalk café permit is filed through the Planning and Zoning department.

STANDARD GENERAL CONDITIONS

10. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
11. Fencing, if approved, shall meet all City requirements for height, type, etc. Chain link fencing, if approved, shall be vinyl coated per Code.
12. 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.

13. 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.
14. 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.
15. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
16. 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.
17. Additional comments may be generated at subsequent reviews.

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

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 5, 2025 **Meeting Date:** June 12, 2025

Subject: Allister Rodgers Code Compliance and Settlement Agreement

Issue: Consideration of approval of an Agreement with Allister Harpha Rodgers to resolve his code enforcement fines, liens, and other charges associated with code enforcement actions against his property at 114 North Street.

Discussion: The Code Enforcement Board of the City of Winter Garden issued an Order on September 5, 2023, in Case No. 23-303, imposing daily fines totaling \$300.00 per day for violations of Sections 18-91, 18-155, and 118-515 of the City Code. The Order was recorded as a lien in the public records of Orange County, Florida, on September 26, 2023 (Doc. No. 20230552423). Although the original code enforcement issue was eventually resolved, these fines were never paid and continued to accrue until they reached an amount due of \$167,200.

Because of these unpaid fines, the City Commission voted on February 13, 2025 to authorize the City Attorney to file and prosecute a foreclosure action and/or collection action to collect the code enforcement fines and liens, inclusive of all non-homestead properties within Orange County owned by Mr. Rodgers.

Since then, the City has been working with Mr. Rodgers to try and resolve these issues in order to avoid proceeding with the foreclosure order on his properties. The City and Mr. Rodgers have reached a proposed agreement whereby the City would agree to release the lien and forgive the majority of the accrued fines as well as any other administrative and legal costs incurred by the City, provided that Mr. Rodgers pays the City a lump sum amount of \$35,000 and executes an 8.5' wide right-of-way, sidewalk, landscaping, and utility easement over the west side of his property located at 100 North Street. The easement is needed to complete the City's planned roadway improvements for 10th Street.

Recommended Action:

City Staff recommends approving the Code Compliance and Settlement Agreement with Allister Rodgers in exchange for receiving an executed

Right-of-Way, Sidewalk, Landscaping, and Utility Easement and a lump sum payment of \$35,000 from Mr. Rodgers.

Attachment(s)/References:

Code Compliance and Settlement Agreement

Right-of-Way, Sidewalk, Landscaping, and Utility Easement

After recording return to:

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

CODE COMPLIANCE AND SETTLEMENT AGREEMENT

THIS CODE COMPLIANCE AND SETTLEMENT AGREEMENT (herein “Agreement”) is made this 20th day of May, 2025 (“Effective Date”), by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (herein the “City”), and ALLISTER HARPHA RODGERS (herein the “Owner”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner to the property in Orange County, Florida, with parcel identification number 13-22-27-5260-00-085, located within the CITY OF WINTER GARDEN, FLORIDA and described as follows:

Beginning of the Southeast corner of the North 1/2 of Lot 8, run West 70 feet to the Point of Beginning: thence run West 75 feet, thence run North 75 feet, thence run East 55 feet, thence run South 30 feet, thence run East 20 feet, thence run South 45 feet to the Point of Beginning, all located in J.S. Loveless Addition to Winter Garden, according to the plat thereof, as recorded in Plat Book D, Page 90, Public Records of Orange County, Florida.

also known as **114 North Street, Winter Garden, FL 34787** (“Property 1”).

WHEREAS, Owner is the fee simple owner to the property in Orange County, Florida, with parcel identification number 13-22-27-5260-00-073, located within the CITY OF WINTER GARDEN, FLORIDA and described as follows:

The East 30 feet of the West 65 feet of the North 75 feet of Lot 7, J.S. Loveless Addition to Winter Garden, according to the plat thereof as recorded in Plat Book D, Page 90, Public Records of Orange County, Florida.

also known as **102 North Street, Winter Garden, FL 34787** (“Property 2”).

WHEREAS, Owner is the fee simple owner to the property in Orange County, Florida, with parcel identification number 13-22-27-5260-00-084, located within the CITY OF WINTER GARDEN, FLORIDA and described as follows:

Begin on the North line and 50 feet West of the Northeast corner of the North 1/2 of Lot 8, J.S. Loveless Addition to Winter Garden, recorded in Plat Book "D", Page 90, of the Public Records of Orange County, Florida, from thence run South 105 feet; thence West 40 feet; thence North 105 feet; thence East 40 feet to the Point of Beginning.

also known as **122 North Street, Winter Garden, FL 34787** ("Property 3").

WHEREAS, Owner is the fee simple owner to the property in Orange County, Florida, with parcel identification number 13-22-27-5260-00-076, located within the CITY OF WINTER GARDEN, FLORIDA and described as follows:

Begin 90 feet West of the Northeast corner of the North 1/2 of Lot 8, J.S. Loveless Addition to Winter Garden, as recorded in Plat Book "D", Page 90, of the Public Records of Orange County, Florida, from thence run South 75 feet, then West 45 feet, then North 75 feet, then East 45 feet to the Point of Beginning.

also known as **North Street, Winter Garden, FL 34787** ("Property 4").

WHEREAS, Owner is the fee simple owner to the property in Orange County, Florida, with parcel identification number 13-22-27-5260-00070, located within the CITY OF WINTER GARDEN, FLORIDA and described as follows:

The West 35 feet of the North 75 feet of Lot 7, J.S. Loveless addition to Winter Garden, according to the map or plat thereof as recorded in Plat Book "D", Page 90, of the Public Records of Orange County, Florida.

also known as **100 North Street, Winter Garden, FL 34787** ("Property 5").

WHEREAS, Property 1, Property 2, Property 3, Property 4 and Property 5 are sometimes herein referred to collectively as the "Rodgers Properties"; and

WHEREAS, as co-owner of Property 5 with Owner, Shanta Rodgers is joining in and consenting to this Agreement with respect to Property 5; and

WHEREAS, Property 1 was in violation of Chapter 18, Section 18-91, Section 18-155 and Section 118-515, City of Winter Garden Code of Ordinances (the "Code") and on September 5, 2023, the

Code Enforcement Board issued an Order Imposing Fine/Lien (recorded at Official Records, Document #20230552423) (the "Order"); and

WHEREAS, the Order was properly issued without procedural or substantive defects; and

WHEREAS, the Order constitutes a lien on all of the Rodgers Properties for the amount of the accumulate fines and administrative costs; and

WHEREAS, substantial fines accumulated pursuant to the Order until the Owner brought Property 1 into compliance; and

WHEREAS, the City incurred substantial hard costs, including notice and recording cost, staff time and attorney time, in an effort to bring about code compliance for Property 1; and

WHEREAS, the Owner has requested that the City waive a substantial portion of the fines, administrative and enforcement cost that the City as incurred as a result of the enforcement action against the Owner and Property 1; and

WHEREAS, the City is willing to waive a substantial portion of fines, administrative and enforcement cost subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the above premises, the promises, provisions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner 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.

2. **Consideration for Settlement.** Owner shall: (i) within seventy-five (75) days from the Effective Date of this Agreement, pay to the City the sum of (\$35,000.00) Thirty-Five Thousand Dollars ("Payment"), which represents a substantial reduction of code enforcement fines accrued against the Property under the Order and the City's legal fees and administrative costs; and (ii) within five (5) business days from the Effective Date of this Agreement, grant to the City a 8.5 foot wide Right-of-way, Sidewalk, Landscaping and Utilities Easement adjacent to 10th Street over, under and through a portion of Property 5 by executing and delivering to the City the easement attached hereto as **Exhibit A** ("Easement"). The City will cause the recording of the fully executed Easement in the public records. If the Owner timely makes the Payment and grants the Easement, the City will execute and record a satisfaction of the Order and the fines and cost accrued thereunder within ten (10) days thereafter. If the Owner does not timely make the Payment and grant the Easement, Owner shall be in default of this Agreement. In the event of such default by Owner, in addition to other remedies at law and in equity, the City shall have the right to immediately collect and foreclose the Order in the amount of \$167,200 plus the City's administrative cost, court expenses, and pre-suit and litigation attorneys' fees as lien against the Rodgers Properties with Rodgers waiving all defenses to the code enforcement fine collection and lien foreclosure action.

3. **Attorney's Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, the non-prevailing party or parties will pay the costs and attorneys' fees, including the costs

and attorneys' fees of appellate proceedings and post-judgment proceedings, incurred by the prevailing party against the other party.

4. **Venue.** 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.

5. **Severability.** 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.

6. **Notices and Deliveries.** Any notices or other communications or deliveries which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if (i) personally delivered, (ii) sent by express delivery service (e.g., Federal Express or UPS), or (iii) mailed by United States mail addressed to the respective party at the addresses set forth below:

If to the City: City Manager
 City of Winter Garden
 300 West Plant Street
 Winter Garden, Florida 34787

With copy to: City Attorney
 City of Winter Garden
 300 West Plant Street
 Winter Garden, Florida 34787

If to Owner: 947 Sunny Dell Drive
 Orlando, Florida 32818-6929

If the Owner desires for this address to change, the Owner shall send the City Manager and City Attorney of the City of Winter Garden written notice of a change of address to 300 West Plant Street, Winter Garden, Florida 34787 via U.S. Mail or express delivery service with reference to this Agreement.

7. **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 and 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 be valid and binding upon the parties hereto and their members, successors in interest and assigns.

8. **Miscellaneous.**

(a) Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

- (b) 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.
- (c) This Agreement may be recorded in the Public Records of Orange County at the option of the City.

AGREED by the City of Winter Garden and Owner on the Effective Date written above.

**CITY OF WINTER GARDEN, a Florida
municipal corporation**

Attest:

By: _____

Jon C. Williams, City Manager

By: _____

Angee Grimmage, City Clerk

Date: _____

Owner:

Witnesses: [Signature]
Signature

Kelly Carson
Print

[Signature]
Signature

Ellen King
Print

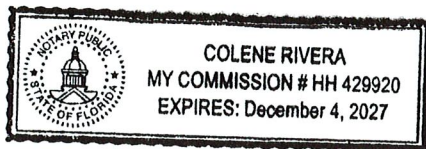
By: [Signature]
ALLISTER HARPHA RODGERS

I, Shanta Rodgers, as Co-Owner of
Property 5 described in this Agreement,
hereby join in and consent to this
Agreement.

By: [Signature]
SHANTA RODGERS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this 20 day of MAY, 2025, by ALLISTER HARPHA RODGERS and SHANTA RODGERS.



[Signature]
(Signature of Notary Public)

COLENE RIVERA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced FL DL

After Recording Return to:

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

Part of Orange County Tax Parcel Identification #13-22-27-5260-00070

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

THIS EASEMENT, made this 20th day of MAY, 2025, by **Allister H. Rodgers and Shanta Rodgers**, whose address is 947 Sunny Dell Drive, Orlando, Florida 32818-6929, hereinafter called the "Grantor", in favor of the **CITY OF WINTER GARDEN**, a Florida municipal corporation, with its permanent address at 300 West Plant Street, Winter Garden, Florida 34787, hereinafter call the "Grantee".

WITNESSETH:

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

The West 8.5 feet of The West 35 feet of the North 75 feet of Lot 7, J.S. Loveless addition to Winter Garden, according to the map or plat thereof as recorded in Plat Book "D", Page 90, of the Public Records of Orange County, Florida.

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

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

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

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

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

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

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

Witnesses:

Signature

Kelly Carson

Print

Ellen King

Signature

Ellen King

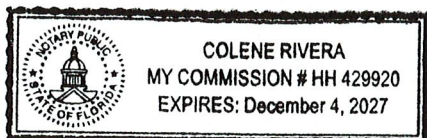
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GRANTOR:

By: **Allister H. Rodgers**

COUNTY OF ORANGE
STATE OF FLORIDA

The foregoing instrument was executed and acknowledged before me by physical presence this 20 day of MAY, 2025 by **Allister H. Rodgers**. Who are (check one) ☐ personally known to me, or ☒ have produced a valid driver's license as identification.



Colene Rivera
Notary Public, State and County Aforesaid
Name: COLENE RIVERA
My Commission Expires: DECEMBER 4, 2027

Witnesses:

Signature

Kelly Carson

Print

Ellen King

Signature

Ellen King

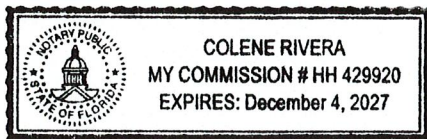
Print

GRANTOR:

By: Shanta Rodgers

COUNTY OF ORANGE
STATE OF FLORIDA

The foregoing instrument was executed and acknowledged before me by physical presence this 20 day of MAY, 2025 by **Shanta Rodgers**. Who are (check one) ☐ personally known to me, or ☒ have produced a valid driver's license as identification.



Colene Rivera
Notary Public, State and County Aforesaid
Name: COLENE RIVERA
My Commission Expires: DECEMBER 4, 2027
My Commission Number is: HH 429920

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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: June 5, 2025 **Meeting Date:** June 12, 2025

Subject: 210 & 214 S Dillard Street
Site Plan Approval
PARCEL ID# 23-22-27-2888-10-12; 23-22-27-2888-10-015

Issue: The applicant is requesting site plan approval for two properties totaling 0.50 ± acres in size.

Discussion:

The applicant is requesting site plan approval to permit the development of a mixed-use building comprised of commercial uses on the bottom floors and residential uses on the second floor. The commercial component will be 3,690 square feet in size. The second floor of the building will have two dwelling units. The proposed development will also consist of 16 parking spaces, a dry pond, and landscaping.

Recommended Action:

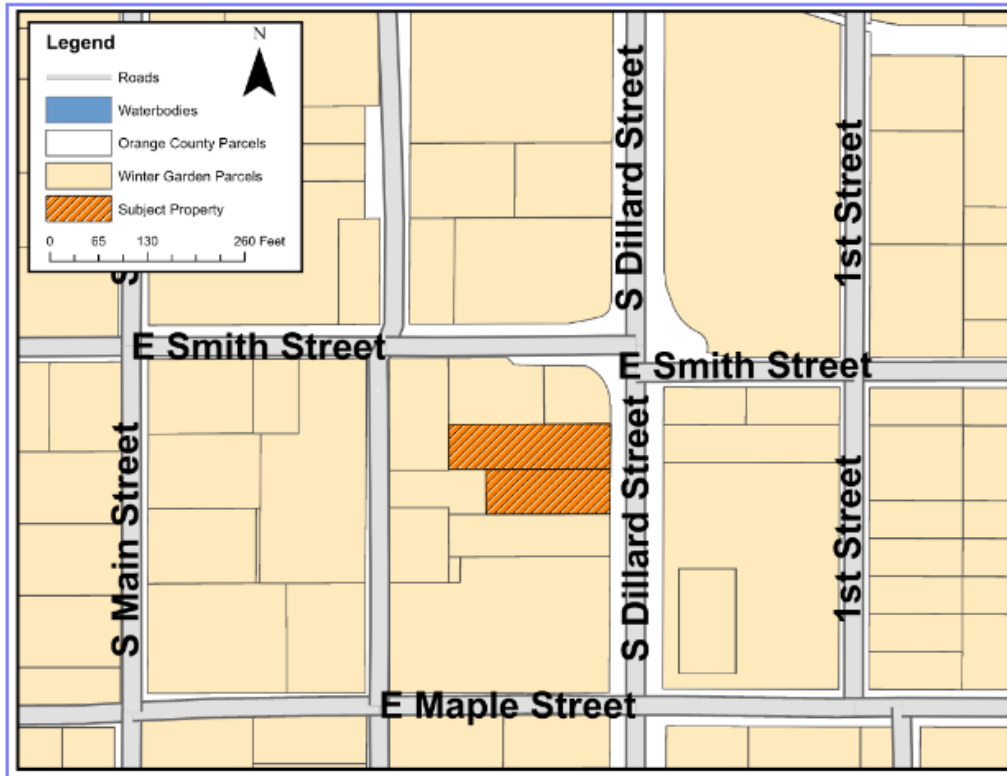
Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated June 5, 2025. Development of the property is consistent with the City's Comprehensive Plan and the property's PCD zoning requirements.

Attachment(s)/References:

Location Map
Site Plan
Landscape Plan
Building Elevations
Staff Report

LOCATION MAP

210 & 214 S Dillard Street



FINAL ENGINEERING PLANS

210 & 214 DILLARD ST.
MIXED-USE BUILDING

210 S. DILLARD STREET & 214 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787

PREPARED FOR

TOOLE ASMA, LLC
884 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787

PROJECT TEAM

APPLICANT/OWNER

TOOLE ASMA, LLC
884 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
PHONE: 407.656.5750

SURVEYOR

BISHMAN SURVEYING & MAPPING
301 N. TUBB STREET, SUITE 106
OAKLAND, FLORIDA 34760
PHONE: 407.905.8877

LANDSCAPE ARCHITECT

CADDSCAPES, INC.
432 NOWELL LOOP
DELAND, FLORIDA 32724
PHONE: 407.310.5567

CIVIL ENGINEER

GEMINI LAND DEVELOPMENT, INC.
2875 S. ORANGE AVE., STE. 500-3600
ORLANDO, FLORIDA 32806
PHONE: 407.247.3581

GEOTECHNICAL ENGINEER

YOVAISH ENGINEERING SERVICES, LLC
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: 407.774.9383

PERMITTING AGENCIES

LOCAL MUNICIPALITY

CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: 407.656.4111

STATE

FDEP
3319 MAGUIRE BLVD, SUITE 232
ORLANDO, FL ORIDA 32803
PHONE: 407.897.4100

UTILITY SERVICE PROVIDERS

WATER, RECLAIM & WASTEWATER

CITY OF WINTER GARDEN UTILITIES
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: 407.656.4100

ELECTRIC

DUKE ENERGY FLORIDA, INC.
452 EAST CROWN POINT ROAD
WINTER GARDEN, FLORIDA 33787
PHONE: 407.905.3321

LOCATION MAP



28°33'46" N, 81°35'01" W

SCALE 1"=100'

PARCEL IDENTIFICATION No.'s

23-22-27-2888-10-012
23-22-27-2888-10-015

Sheet Index		Submit					
Sheet Id.	Sheet Title	1	2	3	4	5	6

C0.00	Cover Sheet	✓	✓	✓			
C1.00	General Notes & Specifications	✓	✓	✓			
C2.00	Erosion Control & Demolition Plan	✓	✓	✓			
C3.00	Site Plan, Site Data & Geometry Plan	✓	✓	✓			
C4.00	Grading, Drainage Plan	✓	✓	✓			
C4.10	Utility Plan	✓	✓	✓			
C5.00	General Details & Sections	✓	✓	✓			

Reference Drawings (Prepared By Others)

1-3 & 8-11	City Of Winter Garden Standard Details	✓	✓	✓			
1	Boundary & Topographic Survey	✓	✓	✓			
L-1	Landscape Plan	✓	✓	✓			
L-2	Landscape Details	✓	✓	✓			
L-3	Irrigation Plan	✓	✓	✓			
L-4	Irrigation Details	✓	✓	✓			
E100A	Lighting Photometric Plan	✓	✓				

Date	Description
1/22/2025	Submit to City of Winter Garden
4/2/2025	Respond Per City Comments
5/14/2025	Revised per Fire Comments

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Sunshine811.com

CALL BEFORE YOU EXCAVATE
"CALL SUNSHINE"
1-800-432-4770
TOLL FREE
FL STATUE 553.351(1979) REQUIRES
MIN. 2 DAYS AND MAX. 5 DAYS
NOTICE BEFORE YOU EXCAVATE

Key Map:

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Consultant(s) / Note(s)

5-14-25	REVISED PER FIRE COMMENTS
4-2-25	RESUBMIT PER CITY COMMENTS
1-22-25	SUBMIT TO CITY OF WINTER GARDEN
NO. DATE:	DESCRIPTIONS:
SUBMISSIONS/REVISIONS	
DATE:	1-22-25
VERTICAL DATUM:	NAVD88
JOB NO.:	23007
DESIGNED BY:	NCG
DRAWN BY:	NCG/CL
CHECKED BY:	RMJ
APPROVED BY:	NCG
SCALE (FT)	NOTED/NTS

Project Name:
210 & 214 S. DILLARD STREET MIXED-USE BUILDING

Jurisdiction:
CITY OF WINTER GARDEN, FL
Sheet Title:
COVER SHEET

Sheet No.
C0.00

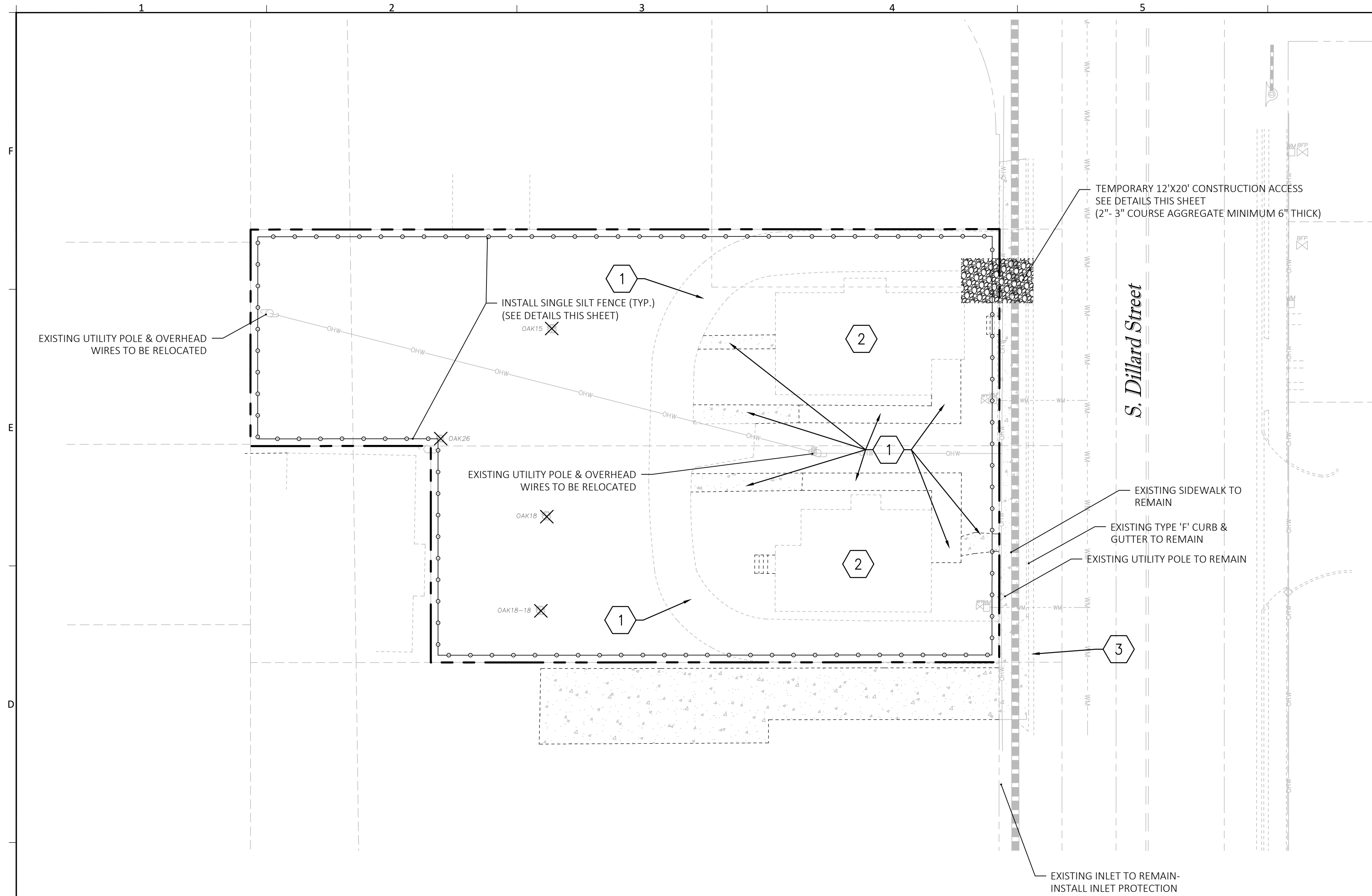
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2875 S. Orane Avenue, Suite 500-3600
Orlando, Florida 32806
407.247.3581 www.geminiild.com
FBPE CA No. 36898

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Robert M. Johnson, P.E.
Registration No. 77677
Date: **5/14/2025**

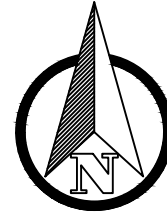
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P:\23-007 210-214 DILLARD STREET\CAD\FINAL\CTY\23007-ENG-FCP



- LEGEND**
- 1 EXISTING PAVING/CONCRETE TO BE REMOVED
 - 2 EXISTING BUILDINGS AND RELATED STRUCTURES TO BE REMOVED
 - 3 REMOVE EXISTING CURBING AND CONCRETE DRIVEWAY APPROACH
 - ✕ TREE(S) TO BE REMOVED
 - TREE(S) TO BE SAVED (SEE TREE BARRIER DETAIL THIS SHEET)

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TOLL FREE
FL STATUE 553.351(1979) REQUIRES
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Consultant(s) / Note(s)

NPDES PERMIT

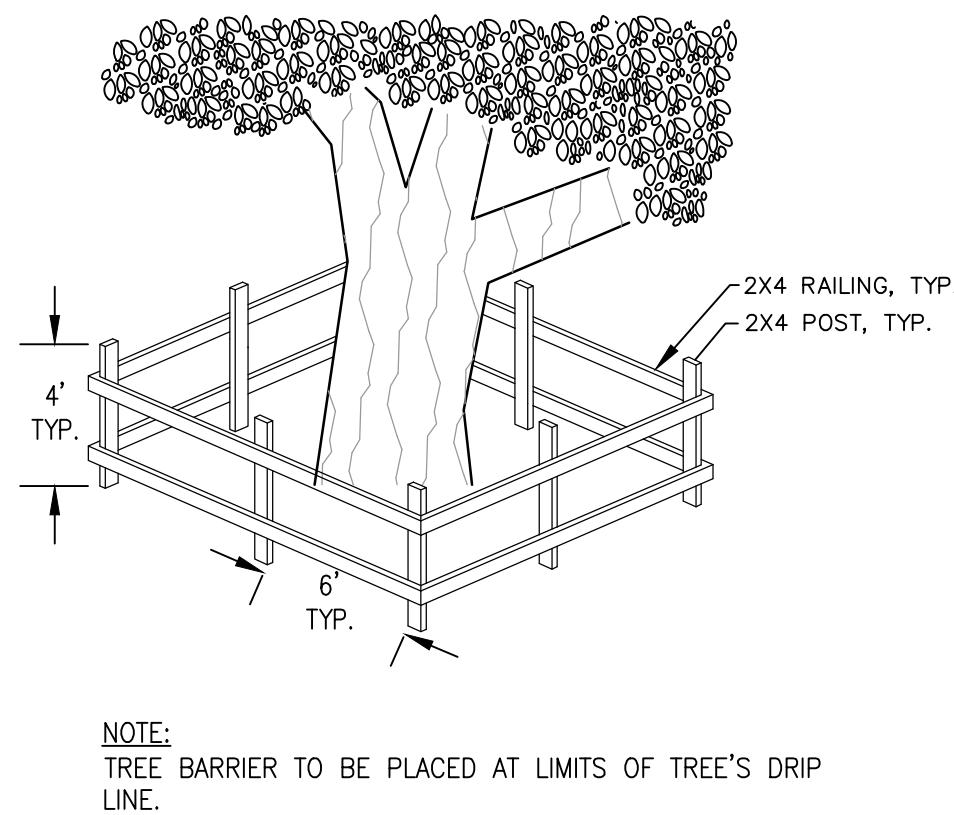
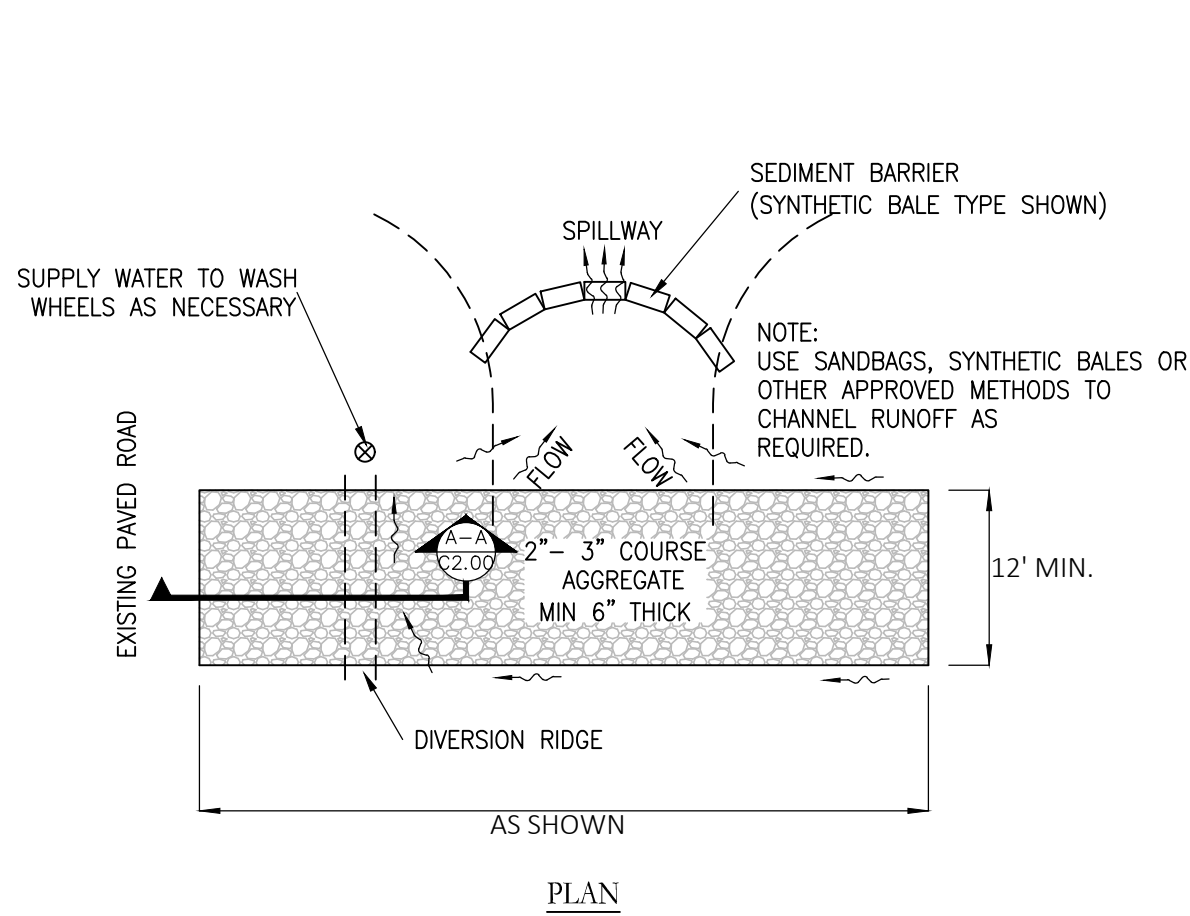
CONTRACTOR SHALL PREPARE AND SUBMIT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE "NOTICE OF INTENT" AND "NOTICE OF TERMINATION" FOR "STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES," PER FLORIDA ADMINISTRATIVE CODE 62-621.300(4) IN ACCORDANCE WITH FDEP REQUIREMENTS. THE CONTRACTOR SHALL PREPARE AND SUBMIT WITH THE APPLICATION, AN APPROVED "STORMWATER POLLUTION PREVENTION PLAN" AND PERFORM/CERTIFY ALL INSPECTIONS AND RETAIN ALL INSPECTION REPORTS AND DOCUMENTATION ON FILE AS REQUIRED FOR FDEP REVIEW. ALL FEES SHALL BE PAID BY THE CONTRACTOR, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PENALTIES OR FINES FDEP MAY LEVY FOR FAILURE TO COMPLY WITH THE PERMITTING REQUIREMENTS.

EROSION CONTROL NOTES:

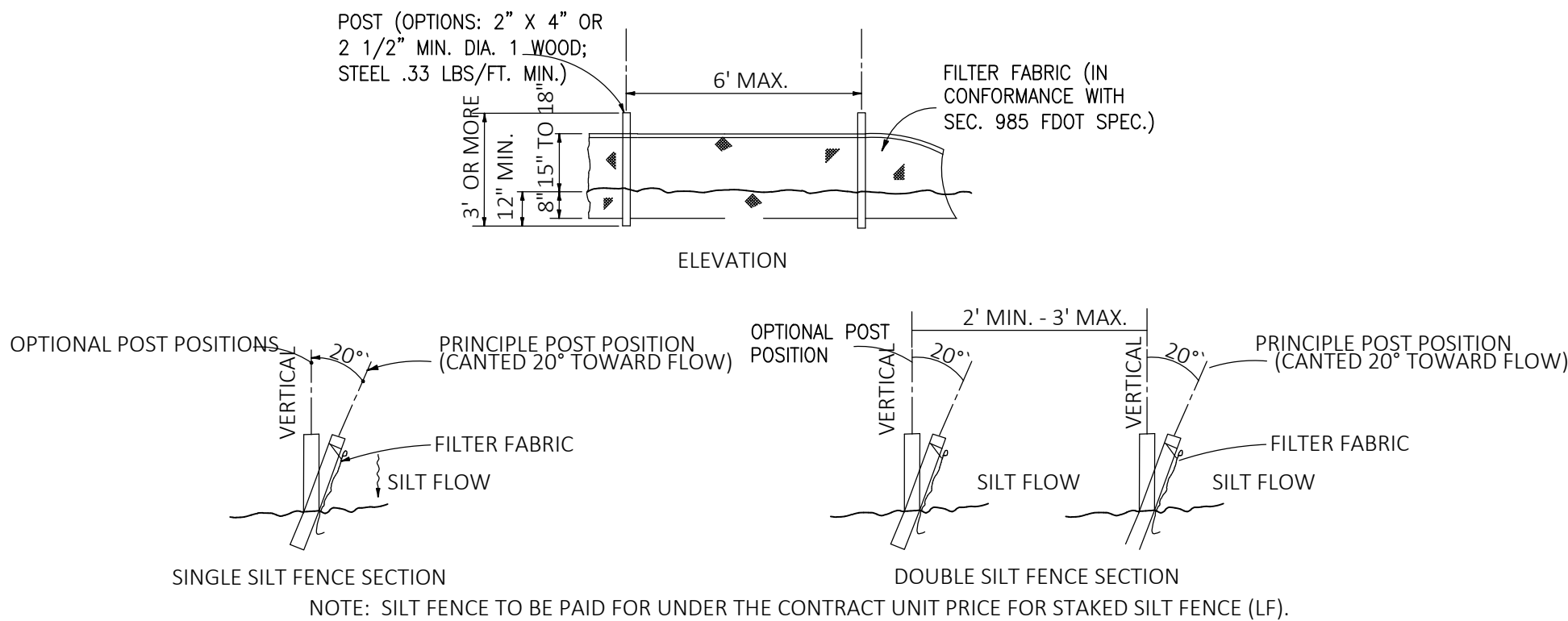
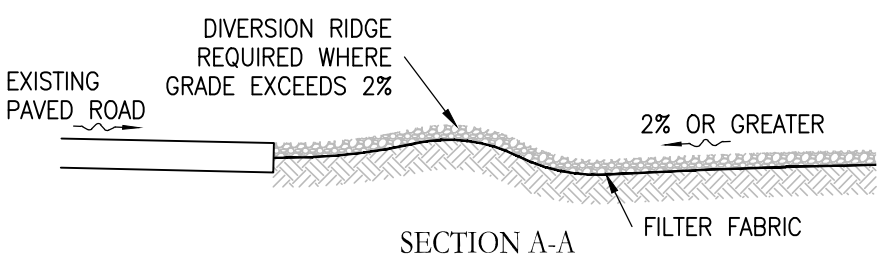
- DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING SURFACE WATERS. SUCH MEASURES SHALL BE APPROVED BY THE PROJECT ENGINEER AND MAY INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, OR SILT BARRIERS.
- AT A MINIMUM, THE RETENTION/DETENTION STORAGE AREA MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA TO BE SERVED BY THOSE FACILITIES. TO PREVENT REDUCTION IN STORAGE VOLUME AND PERCOLATION RATES, ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE STORAGE AREA PRIOR TO FINAL GRADING AND STABILIZATION.
- IF DURING CONSTRUCTION, THE PROPOSED EROSION CONTROL SYSTEM DOES NOT PERFORM SATISFACTORILY, ALTERNATIVES AND ADDITIONAL METHODS OF PROTECTION SHALL BE IMPLEMENTED BY THE CONTRACTOR IN ORDER TO COMPLY WITH THE CITY OF WINTER GARDEN EROSION PROTECTION STANDARDS. CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL EROSION CONTROL COSTS INCLUDING ANY COSTS ASSOCIATED WITH COMPLIANCE ISSUES AND ENFORCEMENT ACTIONS.
- THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DETAILED EROSION CONTROL PLAN TO THE CITY OF WINTER GARDEN FOR REVIEW AND APPROVAL A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING. AT A MINIMUM, THE EROSION CONTROL PLAN SHALL PROPOSE SILT SCREEN OR STAKED HAY BALES AND TURBIDITY BARRIERS IN ACCORDANCE WITH THE CONSTRUCTION PLANS.
- THREE (3) FOOT STRIP OF SOD SHALL BE PLACED BEHIND BACK OF CURB.
- WORK SHALL BE DONE IN ACCORDANCE WITH EPA, FDEP, AND THE CITY OF WINTER GARDEN BEST MANAGEMENT PRACTICES AND EROSION CONTROL SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE PROJECT. THE CONTRACTOR MUST THEN PERFORM ALL WORK IN ACCORDANCE WITH THE APPROVED SWPPP.
- SILT SCREEN TO BE INSTALLED AROUND THE ENTIRE PROJECT AS SHOWN PRIOR TO CLEARING AND IS TO BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE AND ADJACENT GRADES ARE STABILIZED.
- DISTURBED AREAS NOT IDENTIFIED TO BE SODDED SHALL BE SEEDED & MULCHED (SEE SEED AND MULCH SPECIFICATIONS THIS SHEET) WITHIN 48 HOURS OF FINAL GRADING.
- ALL EROSION CONTROL MEASURES SHALL BE PLACED PRIOR TO CONSTRUCTION. EROSION CONTROL SHALL CONFORM TO CITY OF WINTER GARDEN REQUIREMENTS.
- LAND PREPARATION PROCESSES SHALL CONFORM TO SECTION V OF THE "STATE OF FLORIDA EROSION AND SEDIMENT CONTROL

DESIGNER AND REVIEWER MANUAL" PREPARED FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION AND FLORIDA DEPARTMENT OF TRANSPORTATION, LATEST UPDATE.

- THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT PRIOR TO START OF ANY CLEARING OR CONSTRUCTION.
- CONTRACTOR SHALL RETAIN COPIES OF DATA USED TO COMPLETE THE NOTICE OF INTENT TO CONSTRUCT (NOI), THE SWPPP, AND ALL REPORTS REQUIRED BY THE NPDES GENERIC PERMIT FOR A PERIOD OF AT LEAST THREE (3) YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED. SUCH REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- CONTRACTOR AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP SHALL SIGN THE CERTIFICATION STATEMENT CONTAINED IN PART V.E.2 OF THE GENERIC PERMIT BEFORE CONDUCTING ANY WORK IDENTIFIED IN THE SWPPP.
- CONTRACTOR SHALL MAINTAIN A COPY OF THE SWPPP AT THE SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.
- CONTRACTOR SHALL AMEND THE SWPPP WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE THAT MAY HAVE A SIGNIFICANT EFFECT ON THE POTENTIAL FOR OFF-SITE DISCHARGE OF POLLUTANTS, INCLUDING THE ADDITION OF OR CHANGE IN LOCATION OF DISCHARGE POINTS AND REVISION TO CONTROLS WHICH MAY HAVE PROVED TO BE INEFFECTIVE.
- AMENDMENTS TO THE SWPPP SHALL INCLUDE IDENTIFYING ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR THAT WILL IMPLEMENT A POLLUTION PREVENTION MEASURE.
- AMENDMENTS TO THE SWPPP SHALL BE PREPARED, DATED AND KEPT AS ATTACHMENTS TO THE ORIGINAL PLAN.
- THE SWPPP SHALL BE AMENDED TO REFLECT ANY CHANGE APPLICABLE TO PROTECTING SURFACE WATER RESOURCES IN SITE PERMITS APPROVED BY STATE, REGIONAL OR LOCAL OFFICIALS FOR WHICH CONTRACTOR RECEIVES WRITTEN NOTICE AND CONTRACTOR SHALL RE-CERTIFY THAT SUCH CHANGES RELATED TO SUCH WRITTEN NOTICE.
- THE SWPPP SHALL BE MODIFIED TO REFLECT CORRECTIVE MEASURES TAKEN AS A RESULT OF REGULARLY SCHEDULED INSPECTIONS OR THOSE AFTER A ONE QUARTER (0.25) INCH OR GREATER RAINFALL. SUCH AMENDMENTS TO THE PLAN SHALL BE IMPLEMENTED WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING INSPECTION.
- CONTRACTOR SHALL REMAIN RESPONSIBLE FOR OPERATION AND MAINTENANCE OF POLLUTION PROTECTION MEASURES UNTIL CONSTRUCTION HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT PLANS AND CERTIFIED AS SUCH BY POULOS & BENNETT, LLC, WHETHER OR NOT CONTRACTOR HAS SUBMITTED A NOTICE OF TERMINATION (NOT) TO FDEP.



TREE BARRIER DETAIL
N.T.S.



TYPE III SILT FENCE
N.T.S.

NOTES:

- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- TEMPORARY ACCESS TO BE CONSTRUCTED TO SUPPORT THE LOAD OF A FIRE APPARATUS.

TEMPORARY GRAVEL CONSTRUCTION ACCESS
N.T.S.

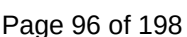


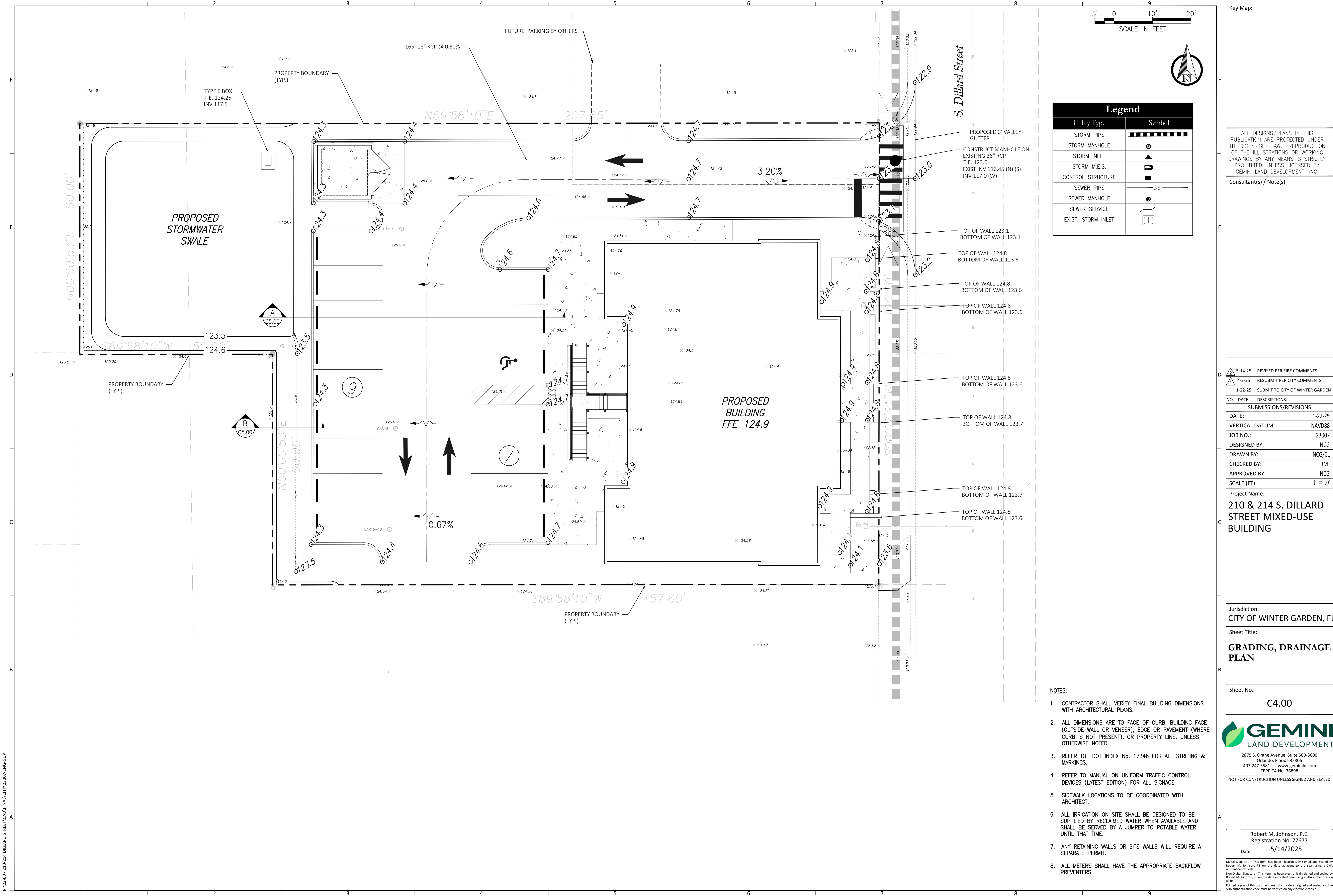
2875 S. Orane Avenue, Suite 500-3600
Orlando, Florida 32806
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Robert M. Johnson, P.E.
Registration No. 77677
Date: 5/14/2025

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Legend	
Utility Type	Symbol
STORM PIPE	
STORM MANHOLE	
STORM INLET	
STORM M.E.S.	
CONTROL STRUCTURE	
SEWER PIPE	
SEWER MANHOLE	
SEWER SERVICE	
EXIST. STORM INLET	

Key Map:

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Consultant(s) / Note(s)

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NO. DATE: DESCRIPTIONS:	
SUBMISSIONS/REVISIONS	
DATE:	1-22-25
VERTICAL DATUM:	NAVD88
JOB NO.:	23007
DESIGNED BY:	NCG
DRAWN BY:	NCG/CL
CHECKED BY:	RMJ
APPROVED BY:	NCG
SCALE (FT)	1" = 10'

Project Name:
210 & 214 S. DILLARD STREET MIXED-USE BUILDING

Jurisdiction:
CITY OF WINTER GARDEN, FL

Sheet Title:
GRADING, DRAINAGE PLAN

Sheet No.
C4.00

GEMINI
LAND DEVELOPMENT

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Orlando, Florida 32806
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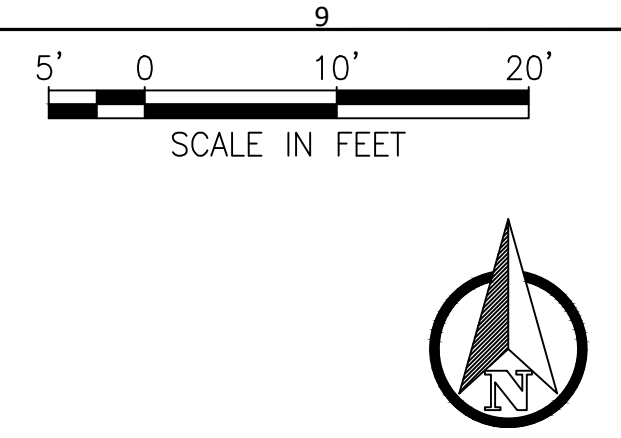
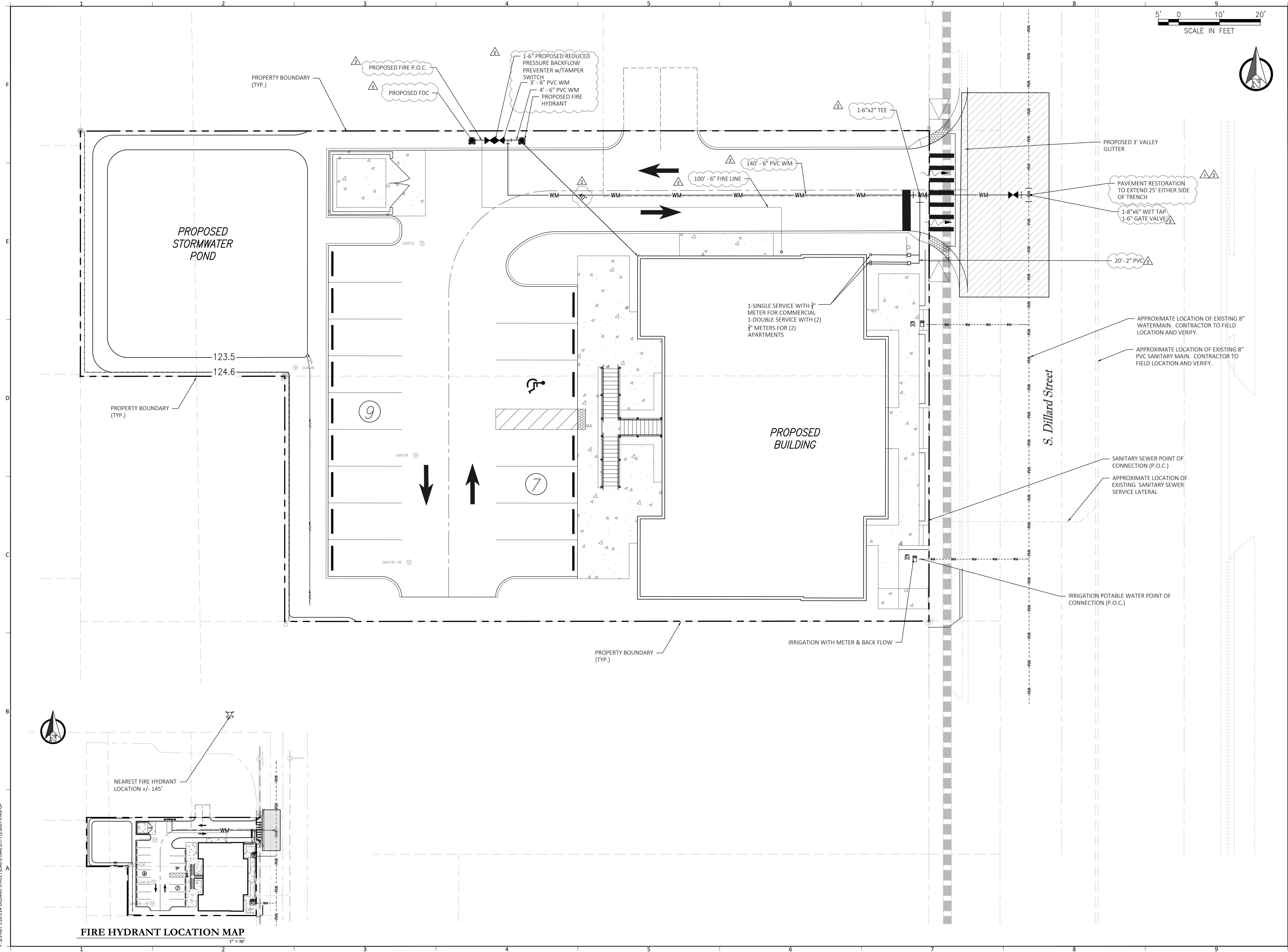
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- NOTES:
- CONTRACTOR SHALL VERIFY FINAL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
 - ALL DIMENSIONS ARE TO FACE OF CURB, BUILDING FACE (OUTSIDE WALL OR VENEER), EDGE OR PAVEMENT (WHERE CURB IS NOT PRESENT), OR PROPERTY LINE, UNLESS OTHERWISE NOTED.
 - REFER TO FDOT INDEX No. 17346 FOR ALL STRIPING & MARKINGS.
 - REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) FOR ALL SIGNAGE.
 - SIDEWALK LOCATIONS TO BE COORDINATED WITH ARCHITECT.
 - ALL IRRIGATION ON 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 RETAINING WALLS OR SITE WALLS WILL REQUIRE A SEPARATE PERMIT.
 - ALL METERS SHALL HAVE THE APPROPRIATE BACKFLOW PREVENTERS.

P:\23-007 210-214 DILLARD STREET\CAD\FINAL\CITY\23007-ENG-UP



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DRAWN BY:	NCG/CL	
CHECKED BY:	RMJ	
APPROVED BY:	NCG	
SCALE (FT)	1" = 10'	

Project Name:

210 & 214 S. DILLARD STREET MIXED-USE BUILDING

Jurisdiction:

CITY OF WINTER GARDEN, FL

Sheet Title:

UTILITY PLAN

Sheet No.

C4.10

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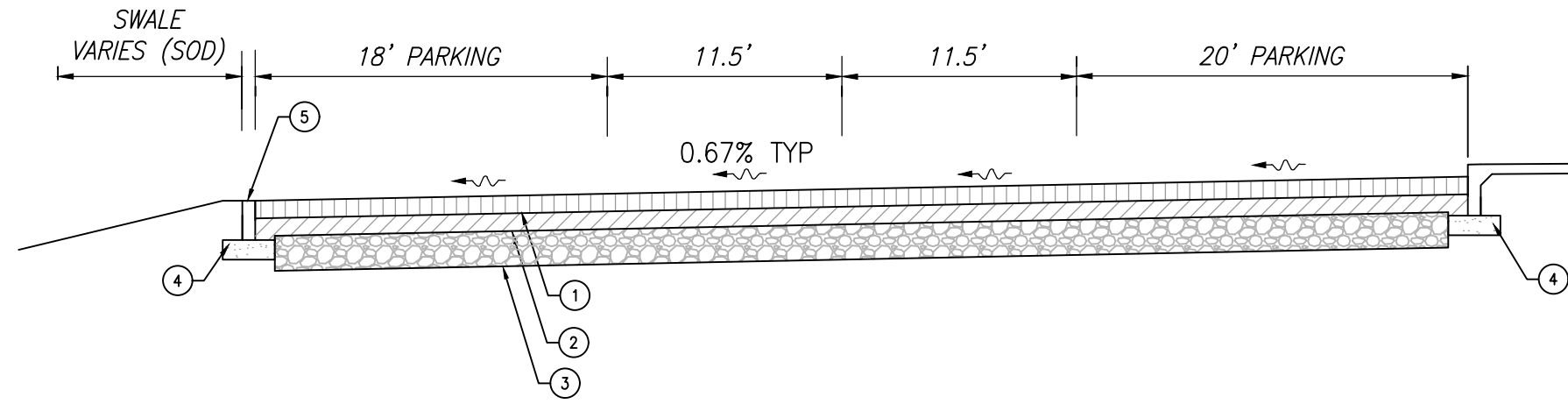
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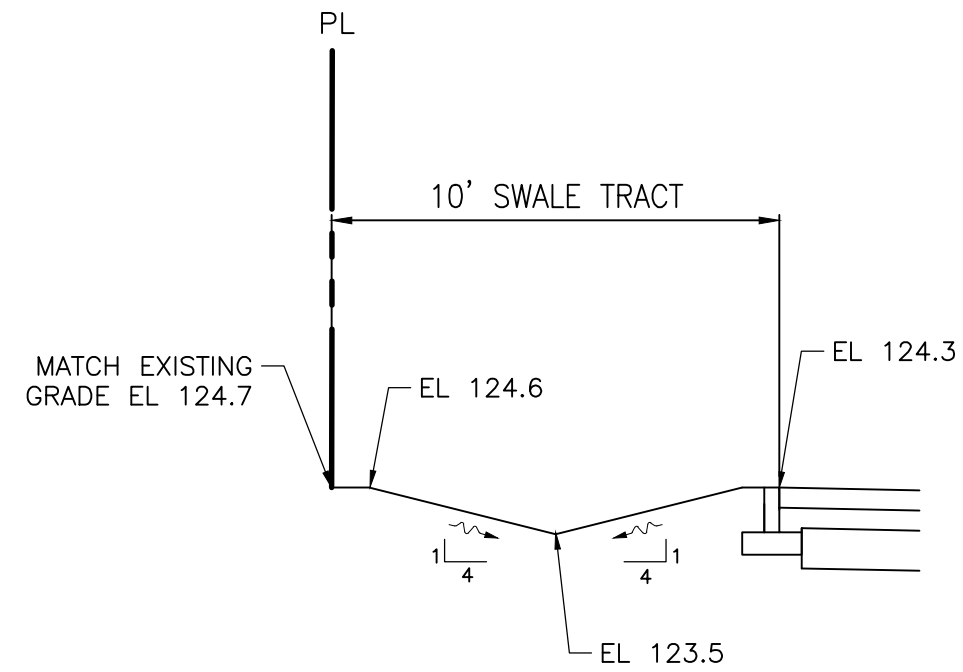
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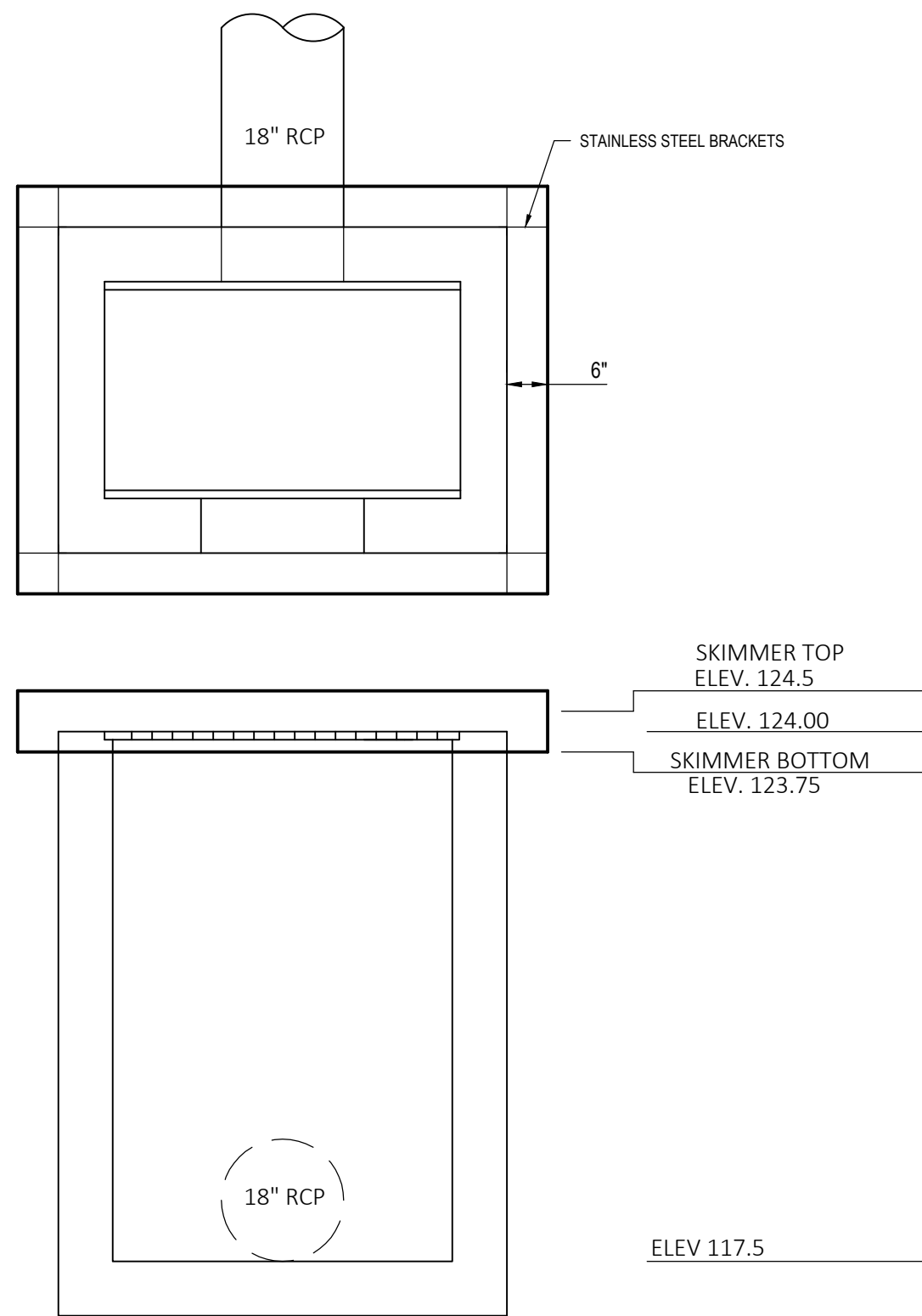
- ① 1.5" TYPE SP-9.5 PER LATEST FDOT SPECIFICATION
- ② 6" LIMEROCK BASE COMPACTED TO 98& MAXIMUM DENSITY, MINIMUM LBR 100 OR 8" CRUSHED CONCRETE WITH FINES
- ③ 12" STABILIZED SUBGRADE COMPACTED TO 98% MAX DENSITY PER MODIFIED PROCTOR OF AASHTO T-180 MIN. LBR=40 GRADE COMPACTION
- ④ 6" (N.) STABILIZED SUBGRADE IN CURB AREA TO EXTEND 12" (N.) EACH SIDE TO 50 FBV
- ⑤ RIBBON CURB



A TYPICAL SECTION
N.T.S.

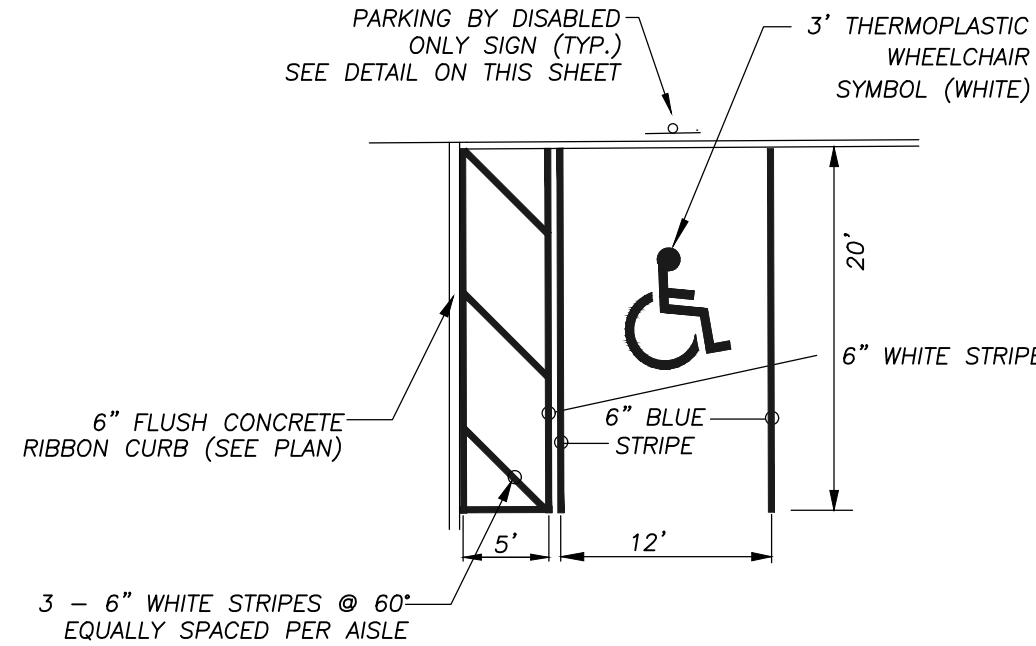


B SWALE TYPICAL SECTION
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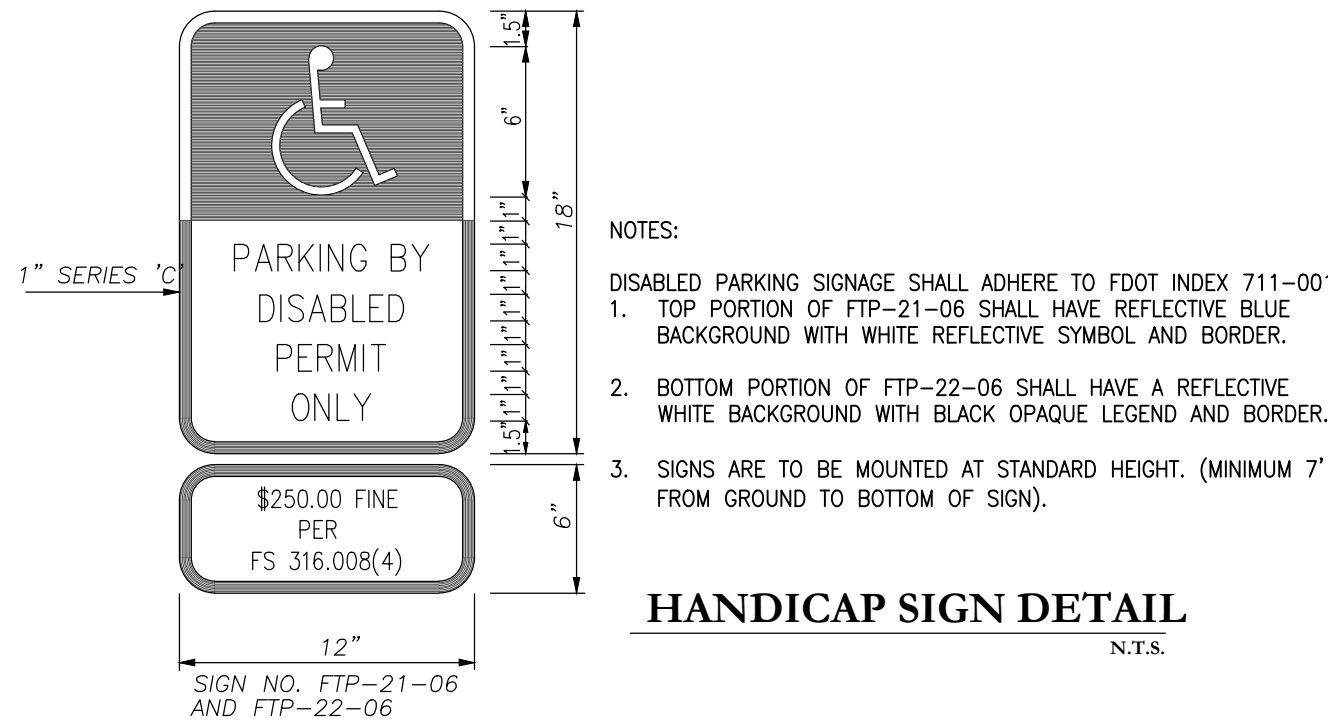


Type E Structure Detail

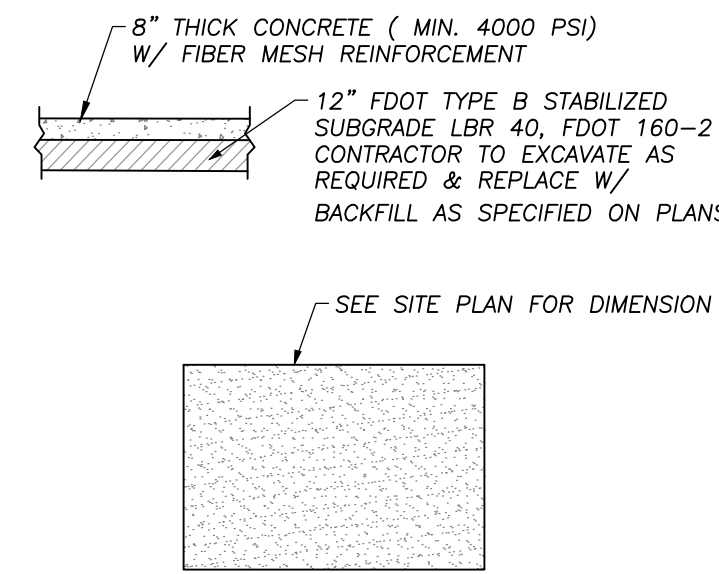
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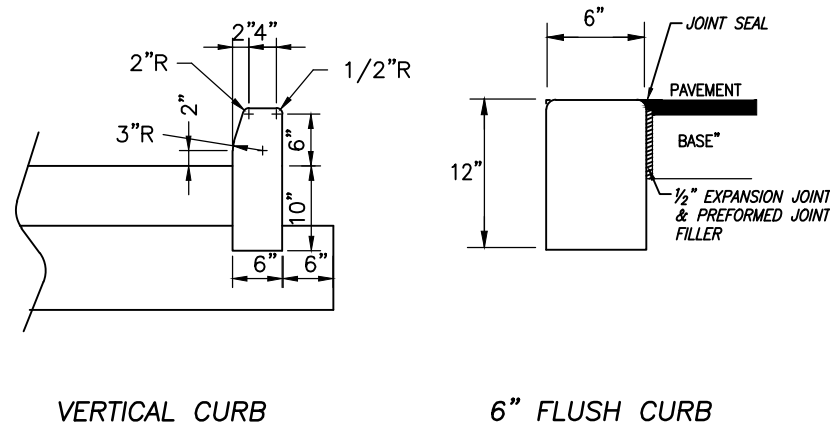
HANDICAP STRIPING DETAIL
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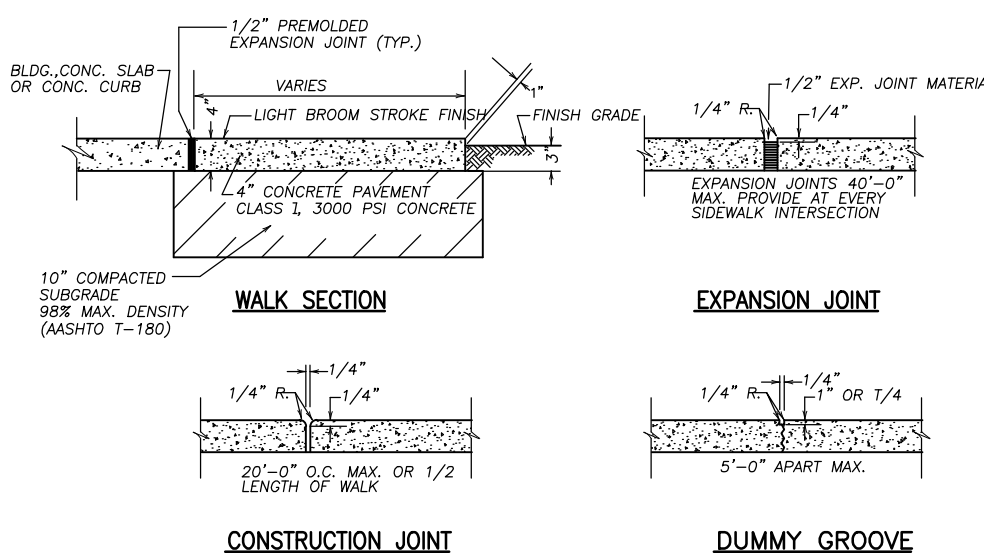
HANDICAP SIGN DETAIL
N.T.S.



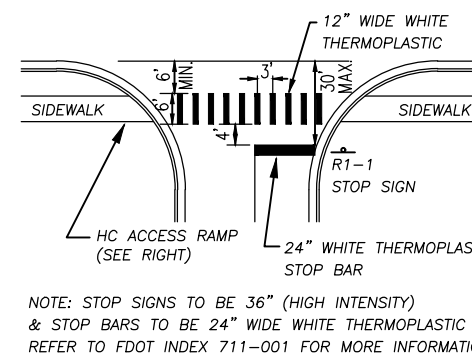
DUMPSTER PAD DETAIL
N.T.S.



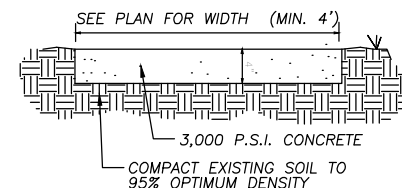
CURB DETAILS
N.T.S.



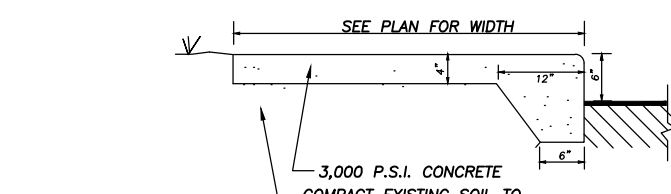
SIDEWALK JOINT DETAIL
N.T.S.



CROSSWALK & HC RAMP DETAIL
N.T.S.



SIDEWALK/CONCRETE PAD DETAIL
N.T.S.



MONOLITHIC SIDEWALK/CURB DETAIL
N.T.S.

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SCALE (FT)	N/A

Project Name:
210 & 214 S. DILLARD STREET MIXED-USE BUILDING

Jurisdiction:
CITY OF WINTER GARDEN, FL

Sheet Title:

GENERAL DETAILS & SECTIONS

Sheet No.

C5.00

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CITY OF WINTER GARDEN - GENERAL NOTES:

- ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION FOR THE CITY OF WINTER GARDEN, TO BE REFERRED TO AS MSS/CWG. THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.
- THE CITY OF WINTER GARDEN GENERAL NOTES AND DETAILS ARE PROVIDED FOR THE CONVENIENCE OF FIELD PERSONNEL. THEY DO NOT INCLUDE ALL REQUIREMENTS OF THE MSS/CWG. THE CONTRACTOR SHALL REFER TO THE FULL TEXT OF THE MSS/CWG FOR FURTHER DETAIL AND CLARITY WHEN NEEDED.
- ANY REQUEST FOR VARIANCE OR NONCOMPLIANCE FROM THE MSS/CWG NOTED ABOVE MUST BE APPROVED BY THE CITY ENGINEER OR UTILITIES DIRECTOR.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN CLOSE PROXIMITY TO WATER, WASTEWATER, RECLAIMED WATER AND OTHER UTILITY SYSTEMS. THE CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS WITH RESPECTIVE UTILITY OWNERS AND/OR CALL "SUNSHINE ONE CALL", 1-800-432-4770 A MINIMUM OF 72 HOURS IN ADVANCE.
- CONTRACTOR'S DAMAGE OF WINTER GARDEN UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND REPORT DAMAGE TO THE CITY OF WINTER GARDEN UTILITY DIVISION, (NO MESSAGE) PHONE # 407-656-4100.
- IMMEDIATELY REPAIR OF DAMAGED UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE TO THE CITY OF WINTER GARDEN UTILITY SYSTEM AS REQUIRED BY THE UTILITY OWNER AT CONTRACTORS COST. IN CASE OF UNRESPONSIVE ACTION BY THE CONTRACTOR, THE CITY RESERVES RIGHT TO REPAIR DAMAGE. THE CONTRACTOR SHALL REIMBURSE THE CITY OF WINTER GARDEN OF ALL REPAIR COST.
- ADVANCE NOTIFICATION OF CONSTRUCTION: THE CONTRACTOR SHALL NOTIFY CITY OF WINTER GARDEN, UTILITY DIVISION, PH.# 407-656-4100, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- ADVANCE NOTIFICATION OF UTILITY CONNECTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST SEVEN CALENDAR DAYS IN ADVANCE TO SCHEDULE CONNECTIONS TO UTILITY SYSTEM.
- UTILITY VALVE OPERATION: ONLY CITY OF WINTER GARDEN UTILITY PERSONNEL SHALL OPERATE VALVES AND FIRE HYDRANTS. THE CONTRACTOR, WHEN NEEDED, SHALL CALL THE CITY TO REQUEST VALVE OPERATIONS AT LEAST TWO (2) DAYS IN ADVANCE OF CONSTRUCTION WORK.
- OPERATIONS INVOLVING WATER OR WASTEWATER FACILITIES INCLUDING PUMPING STATIONS: THE CONTRACTOR SHALL COORDINATE AT LEAST TWO (2) WEEKS IN ADVANCE, ANY CONSTRUCTION OPERATION THAT MAY REQUIRE THE DISCONTINUATION OF SERVICE OR OPERATION OF A FACILITY. THE CITY WILL PROVIDE PERSONNEL TO OPERATE THE CITY FACILITIES.
- REQUIRED TESTING BY CONTRACTOR: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST TWO (2) DAYS PRIOR TO SAMPLING ACTIVITIES FOR PURPOSE OF TESTING AS REQUIRED BY THE CITY. THE CONTRACTOR SHALL NOT TEST OR SAMPLE WITHOUT OBSERVATION BY CITY INSPECTOR PERSONNEL.
- TEMPORARY OR CONSTRUCTION WATER SERVICE CONNECTIONS PROVIDED BY FIRE HYDRANT CONNECTION: THE CITY WILL PROVIDE METER ON FIRE HYDRANT. THE CONTRACTOR SHALL PROVIDE NON-REFUNDABLE ACCOUNT INITIATION FEE, A REFUNDABLE SECURITY DEPOSIT FOR THE METER APPARATUS AND PAY ALL COST FOR WATER USED.
- ALL AS BUILT MEASUREMENTS & ELEVATIONS ARE TO BE MADE BY A LICENSED LAND SURVEYOR.

CITY OF WINTER GARDEN - WATER SYSTEM NOTES:

- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
- THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 2" WITH "WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
- THE CONTRACTOR SHALL INSTALL WATER MAINS PER MoSS/CoWG SPECIFICATIONS. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
- THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART, LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN. SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPLICED TOGETHER.
- THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
- THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEES AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WHERE INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
- ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

CITY OF WINTER GARDEN - WASTEWATER SYSTEM NOTES:

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM). FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAN OUT. (36" TO 48" DEEP AT LOT LINE)
- MAGNETIC TAPE MUST BE PLACED 2' ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BITUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS OR HOPE AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL. CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALLCENTRIC PLUG VALVES IN FORCE MAINS AT 1000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE WET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY – ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, DESIGN, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE PROMPLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

CITY OF WINTER GARDEN - RECLAIMED WATER SYSTEM NOTES:

- ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
- WARNING TAPE, NON-DETECTABLE, SIZE 2" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MoSS/CoWG. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
- REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
- SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
- CUSTOMER SERVICE LATERALS SHALL NOT BE SPLICED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
- THE CONTRACTOR SHALL CUT CURB A "RW" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE), DIRECTLY IN FRONT OF EACH SERVICE LATERAL AND VALVE.
- THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
- RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM, 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
- RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

GENERAL:

- ALL NEW SANITARY SEWER LINES, PRIVATE OR CITY MAINTAINED, IN THE CITY OF WINTER GARDEN'S SERVICE AREA SHALL BE INSPECTED BY CLOSED CIRCUIT TV INSPECTION BY THE CONTRACTOR WITH A CITY INSPECTOR PRESENT PRIOR TO BEING ACCEPTED BY THE CITY.

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

- ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED. INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.
- ALL SEWER LINES SHALL BE COMPLETELY CLEANED OF ALL DEBRIS, SAND, WATER, ETC. PRIOR TO THE CCTV INSPECTION. ANY OBJECT OR MATTER THAT PREVENTS CCTV INSPECTION FROM VIEWING CONDITION OF PIPELINE IS CONSIDERED AN OBSTRUCTION REQUIRING ADDITIONAL CLEANING. WHEN CCTV VIEW IS OBSTRUCTED, INSPECTION SHALL BE TERMINATED. THE CONTRACTOR SHALL CLEAN THE SEWER SYSTEM COMPLETELY AND RESCHEDULE CCTV RE-INSPECTION WITH THE CITY.
- A HYDRAULIC SEWER CLEANER SHALL NOT BE USED DURING THE CCTV INSPECTION. IF LINES ARE FOUND TO BE OBTSCURED BY WATER OR DEBRIS DURING THE CCTV INSPECTION, THE INSPECTION SHALL BE TERMINATED AND RESCHEDULED TO A TIME WHEN SEWER CLEANING IS COMPLETE.
- WHEN A SEWER LINE IS UNDER A PAVED AREA, THE AREA SHALL BE COMPACTED AND PRIMED BEFORE THE SYSTEM SHALL BE RELEASED FOR TV INSPECTION.

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

- THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READLY SEEN AT THE TIME OF THE INSPECTION. THE CAMERA SHALL STOP AND PAN AT EACH JOINT FOR COMPLETE 360 DEGREE INSPECTION.
- REFER TO APPENDIX B OF THE REFERENCED STANDARDS FOR SPECIFICATION OF CLOSED CIRCUIT TELEVISION INSPECTION EQUIPMENT.
- THE VIDEO RECORDER SHALL PRODUCE A NO NOISE STILL PICTURE, AND PROVIDE BOTH AUDIO AND VIDEO DURING THE INSPECTION.
- A MEASURING DEVICE, APPROVED BY THE CITY, TO CHECK THE GRADE OF THE PIPE DURING THE INSPECTION, SHALL BE REQUIRED. GAUGE DEPTH, 0" TO 2" MIN. WITH 1/2" MARKINGS.
- AUDIO OF THE INSPECTION SHALL BE SIMULTANEOUSLY RECORDED ON DVD DISC. THE AUDIO SHALL CONSIST OF ORDINARY DESCRIPTION AND COMMENTARY. A TAPE WILL BE GIVEN TO THE INSPECTOR ON SITE AT THE END OF THE DAY.

PROCEDURE FOR TELEVISIONING:

- THE CITY'S ENGINEERING INSPECTION DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE. A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.
- NO INSPECTION SHALL COMMENCE WITHOUT THE PRESENCE OF THE INSPECTOR, EXCEPT WHEN PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CONTRACTOR, INSPECTOR, AND THE CITY. TV INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
- ALL CCTV INSPECTIONS SHALL COMMENCE UP STREAM OF THE SYSTEM TO PREVENT FOREIGN SUBSTANCES FROM ENTERING A SECTION PREVIOUSLY TELEVIEWED. THE CAMERA SHALL BE STARTED FROM THE DOWNSTREAM MANHOLE AND PROCEED UPSTREAM IN DIRECTION OPPOSING THE NORMAL FLOW IN THE LINE. THIS PROCEDURE WILL ALLOW FOR THE VIEWING OF THE SERVICE LATERALS.
- BEFORE THE CAMERA IS PLACED IN THE SEWER LINE, WATER WITH YELLOW OR ORANGE DYE SHALL BE PUT INTO THE UPSTREAM MANHOLE OF THE SECTION BEING TELEVIEWED. CAMERA WILL HAVE A GAUGE SHOWING 1/2" MARKS FROM 1/2" TO 2-1/2". THIS WILL ENABLE THE CAMERA TO DETECT ANY CHANGES IN GRADE THAT MAY BE PRESENT IN THE SYSTEM.
- THE CCTV AND DVD RECORDER SHALL BE TURNED ON BEFORE THE CAMERA IS PLACED IN THE MANHOLE FOR INSPECTION AND SHALL NOT BE TURNED OFF UNTIL THE CAMERA IS REMOVED FROM THE MANHOLE. THE CAMERA SHALL BE MOVED THROUGH THE LINE UNDER THE CONTROL OF THE CCTV CAMERA OPERATOR. THE CAMERA SHALL BE DRAWN THROUGH THE LINE AT A RATE NOT TO EXCEED THIRTY (30) FEET PER MINUTE AND SHALL STOP AT ALL SERVICE CONNECTIONS AND JOINT POINTS IN THE PIPELINE.
- A DVD RECORDING SHALL BE MADE OF THE ENTIRE SYSTEM BEING TELEVIEWED. THIS SHALL BECOME THE PROPERTY OF THE CITY UPON COMPLETION OF THE TV INSPECTION (NOT A COPY). THE TAPE(S) SHALL BE LABELED IN SUCH A MANNER THAT STATES THE PROJECT NAME, DATE OF INSPECTION AND LINE SECTION ACCORDING TO CONSTRUCTION PLANS CONTAINED ON EACH TAPE. A WRITTEN REPORT SHALL ACCOMPANY THE DVD DISC.

CITY OF WINTER GARDEN - TRUST RESTRAINT TABLE

RESTRAINED FORCE MAIN PIPE TABLE									
MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	30	34	44	52	60	70	80
45° BEND	8	10	12	14	18	21	25	30	34
22-1/2° BEND	4	5	6	7	9	10	12	14	16
11-1/4° BEND	2	3	4	5	6	7	8	9	10
PLUG, DEAD END OR BRANCH OF TEE	40	52	63	72	93	111	130	155	178
VALVE	20	25	32	36	47	56	78	116	89

RESTRAINED WATER AND RECLAIMED PIPE TABLE									
MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
PIPE SIZE									
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	29	37	44	51	65	77	89	105	120
45° BEND	12	15	18	21	27	32	37	44	50
22-1/2° BEND	6	7	9	10	13	15	18	21	24
11-1/4° BEND	3	4	5	6	7	8	9	10	12
PLUG, DEAD END OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265
VALVE	59	77	93	108	138	166	194	231	265

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS											
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER*		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER		ACCEPTABLE VARIANCES
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	
POTABLE WATER	—	—	3'	12"	6'	12"	6'	12"	3'	6" A 12" B	SEE GENERAL NOTES: NO. 4 & 5
RECLAIMED WATER*	3'	12"	—	—	3'	6" A 12" B	3'	12"	—	—	
SANITARY SEWER (GRAVITY)	6'	12"	3'	6" A 12" B	—	—	—	—	—	—	
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	—	—	—	—	—	—	
GENERAL NOTES:											
1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.											
*2. FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 162-610, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.											
3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.											
A. DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.											
B. DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.											
4. UTILITY SEPARATION – VERTICAL CLEARANCE MITIGATION											
A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:											
A.1. DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;											
A.2. CONCRETE ENCASED VITRIFIED CLAY, OR;											
A.3. PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.											
B. WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.											
C. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.											
5. UTILITY SEPARATION – HORIZONTAL SEPARATION MITIGATION											
A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED. WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR.											
A.1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR;											
A.2. IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.											
A.3. IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.											
B. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.											
6. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.											

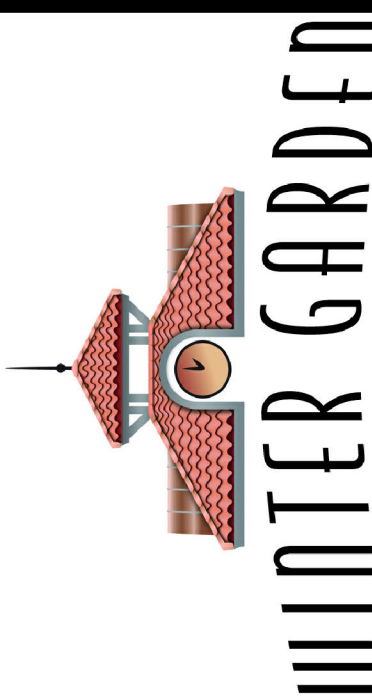
THRUST RESTRAINT NOTES:

- THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION. WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAID TO ACHIEVE THE REQUIRED MINIMUM RESTRAINT.
- WHERE COMBINATIONS OF FITTINGS ARE USED, THE PIPING BETWEEN THE FITTINGS SHALL BE RESTRAINED. THE MINIMUM RESTRAINED LENGTH OF PIPE REQUIRED UPSTREAM AND DOWNSTREAM OF THE COMBINATION OF FITTINGS SHALL BE DETERMINED ON THE BASIS OF ONE EQUIVALENT FITTING (I.E., 2-45 DEGREE BENDS WILL BE CONSIDERED AS THOUGH A 90° BEND WERE LOCATED MIDWAY BETWEEN THE TWO 45° BENDS).
- FOR PIPE THAT IS ENCASED IN POLYETHYLENE, RESTRAINED JOINTS MINIMUM LENGTHS SHALL BE INCREASED BY 50 PERCENT.
- FOR FITTINGS OTHER THAN THOSE PRESENTED IN THE ABOVE TABLES, RESTRAINED JOINT LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION. RESTRAINED JOINT LENGTHS FOR A GIVEN PRESSURE RANGE SHALL BE BASED ON THE MAXIMUM PRESSURE FOR THE TEST PRESSURE RANGE, SM (SAND SILT) SOIL, 3- FEET DEPTH, LAYING CONDITION NO. 3 AND FACTOR OF SAFETY OF 1.5.
- IN-LINE VALVES: PROVIDE MECHANICAL RESTRAINT ON EACH SIDE OF THE VALVE.
- ALL RECLAIMED WATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 150 PSI. ALL WASTEWATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 100 PSI.

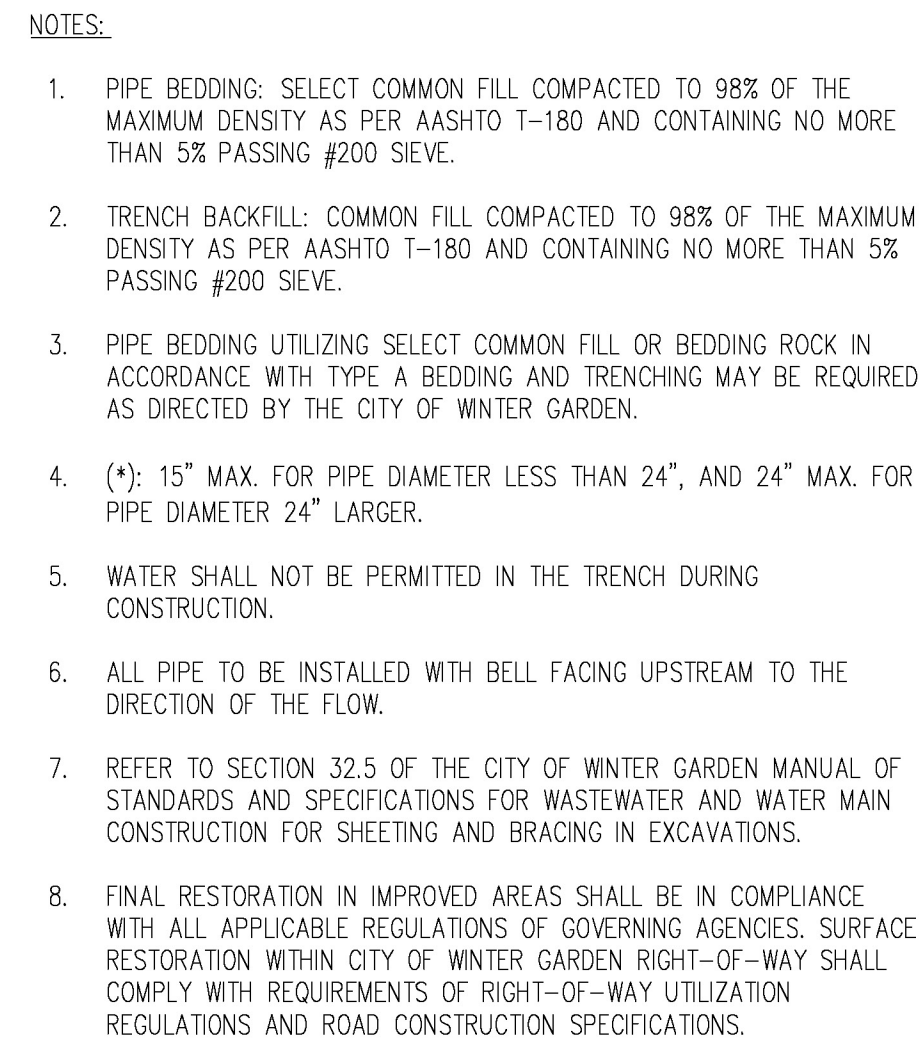
WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITIES CONSTRUCTION



STANDARD DETAILS
FOR
UTILITIES SYSTEMS



DOUBLE METER BOX
(18" x 24" MIN.)

FINISHED GRADE

2" 90° BEND

2" 90° BEND

2" RESTRAINED J. I. WATER MAIN

6" BEDDING ROCK

2" 90° BEND

RESTRAINED JOINT DUCTILE IRON WATER MAIN

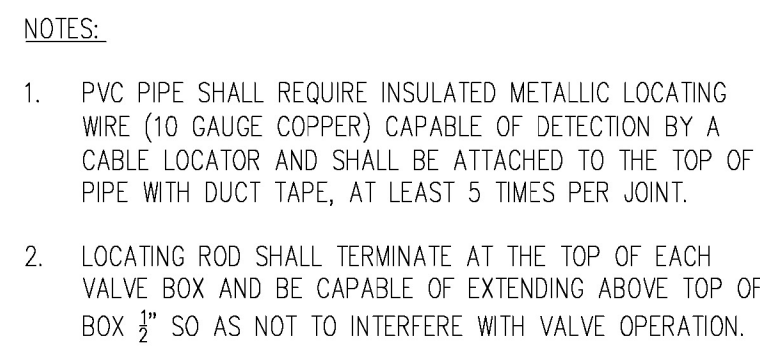
BRASS NIPPLE

TAPPED CAP

NOTE:

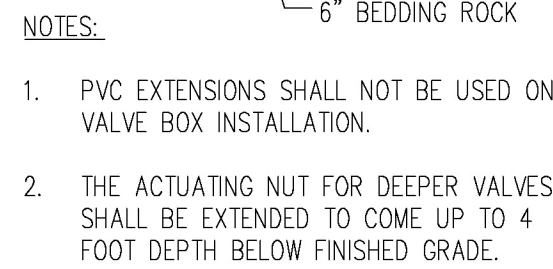
ALL 2" PIPE AND FITTINGS SHALL BE BRASS WITH THREADED (NPT) JOINTS.

1. THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE FIRE LINE MASTER METER TO BE INSTALLED. ALL WIRE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
2. ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
3. SENSUS METER REQUIRED.
4. 2" BYPASS MASTER SHALL BE CONSTRUCTED ON ALL MASTER METER ASSEMBLIES THREE INCHES AND LARGER.



NOTES:

1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.



HYDRANT OR NUT

PUMPER NOZZLE FACING STREET

24" (TYP)

18" MIN

2" MIN

8" MAX

CURB

COMPACTED BACKFILL

3" MIN

GRIP RINGS (OR APPROVED EQUAL)

SEE VALVE COLLAR (TYP.)

VALVE BOX

MJ VALVE

MJ HYDRANT

WATER MAIN

7

CAST IRON FRAME AND COVER WITH ACCESS LID
 US FOUNDRY MODEL #7665 OR EQUIVALENT
 4" MAX.
 4' x 4' PRECAST CONCRETE VAULT
 36" SQ.
 17 1/2"
 5" WALLS (MIN.)
 FINISHED GRADE
 CAST IRON FRAME AND COVER WITH ACCESS LID
 US FOUNDRY MODEL #7665 OR EQUIVALENT
 2" BALL VALVE
 2" NIPPLE
 2" 90° BEND
 2" UNION
 2" BRASS PIPE
 GROUT
 PREMOLDED PLASTIC JOINT FILLER
 SEE APPROVED MATERIAL LIST FOR MANUFACTURERS
 8' x 16" REINFORCED CONCRETE FOOTING
 FITTINGS AND PIPE FOR A.R.V. SHALL BE BRASS
 LOCATE WIRE TO BE CONNECTED TO THE WIRE RUNNING WITH THE WATER MAIN
 BEDDING ROCK
 FINISHED GRADE
 CAST IRON VALVE BOX TOP SECTION
 2" GATE VALVE
 W/ OPERATING NUT AS SPECIFIED
 2" 90° BEND
 2" NIPPLE
 CORR. STOP (FULL PORT)
 SERVICE SADDLE
 WATER MAIN

NOTES:

1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
7. NO GALVANIZED PIPE/VALVES.
8. LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WIRE PROOF CONNECTOR.

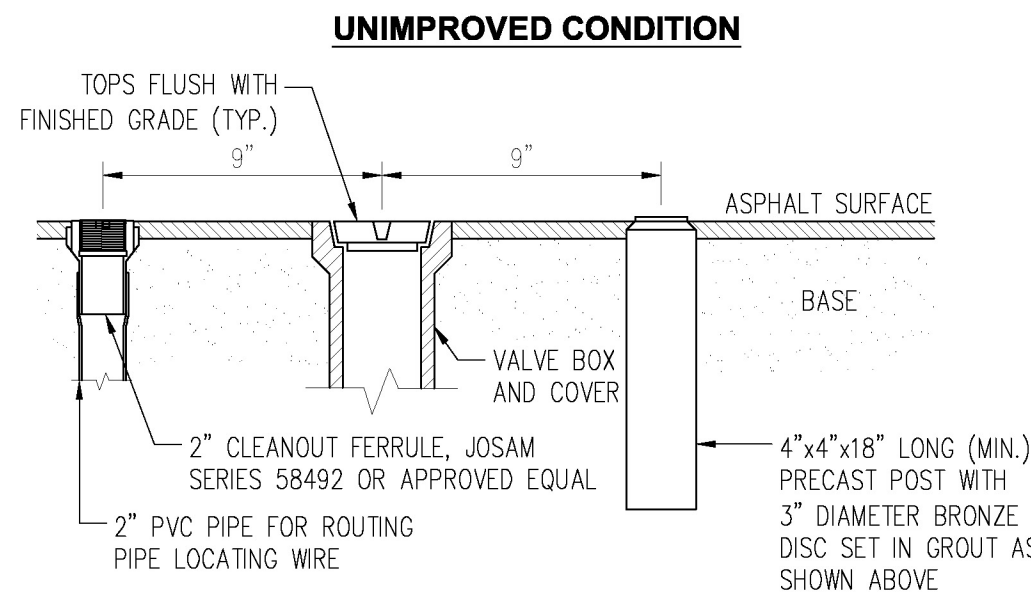


Diagram illustrating the MJ Valve assembly components:

- SEE VALVE COLLAR (TYP.)
- VALVE BOX
- MJ VALVE
- MJ HYDRANT TEE
- WATER MAIN

NOTE:-
THE TAIL PIECE SHALL INCLUDE THE $\frac{3}{4}$ "
FEMALE ADAPTOR AND ALL PIPE AND
FITTINGS UP TO AND INCLUDING THE CAP

The diagram illustrates two configurations of a meter box assembly. Both configurations feature a vertical pipe with a meter and a curb stop. The left configuration shows a standard meter box with a 15"x17" meter box, a 3/4" schedule 80 pipe and fittings, a meter coupling, a 3/4" brass curb stop, and a 1" x 3/4" U-branch (7.5" wide). The right configuration shows a meter box with an arrow in the direction of flow, featuring an 11"x18" meter box, a 3/4" schedule 80 female adaptor, a meter coupling, a meter with an arrow in the direction of flow, a 1" brass curb stop, and a 1" blue polyethylene pipe (endotrache). Both configurations have a 12" vertical distance between the meter and the curb stop, and a 1/2" schedule 80 cap at the top.

Labels for the left configuration:

- 15"x17" METER BOX WITH SINGLE AMR HOLE
- 12"
- 1/2" SCHEDULE 80 CAP
- CONTRACTOR POINT OF CONNECTION
- 3/4" SCHEDULE 80 PIPE AND FITTINGS
- METER COUPLING
- 3/4" BRASS CURB STOP
- 1" x 3/4" U-BRANCH (SHALL BE 7.5" WIDE)

Labels for the right configuration:

- 11"x18" METER BOX WITH SINGLE AMR HOLE
- 12"
- 1/2" SCHEDULE 80 CAP
- CONTRACTOR POINT OF CONNECTION
- 3/4" SCHEDULE 80 FEMALE ADAPTOR
- METER COUPLING
- METER WITH ARROW IN DIRECTION OF FLOW
- 1" BRASS CURB STOP
- 1" BLUE POLYETHYLENE PIPE (ENDOTRACHE)

SINGLE SERVICE (TOP VIEW)
N.T.S.

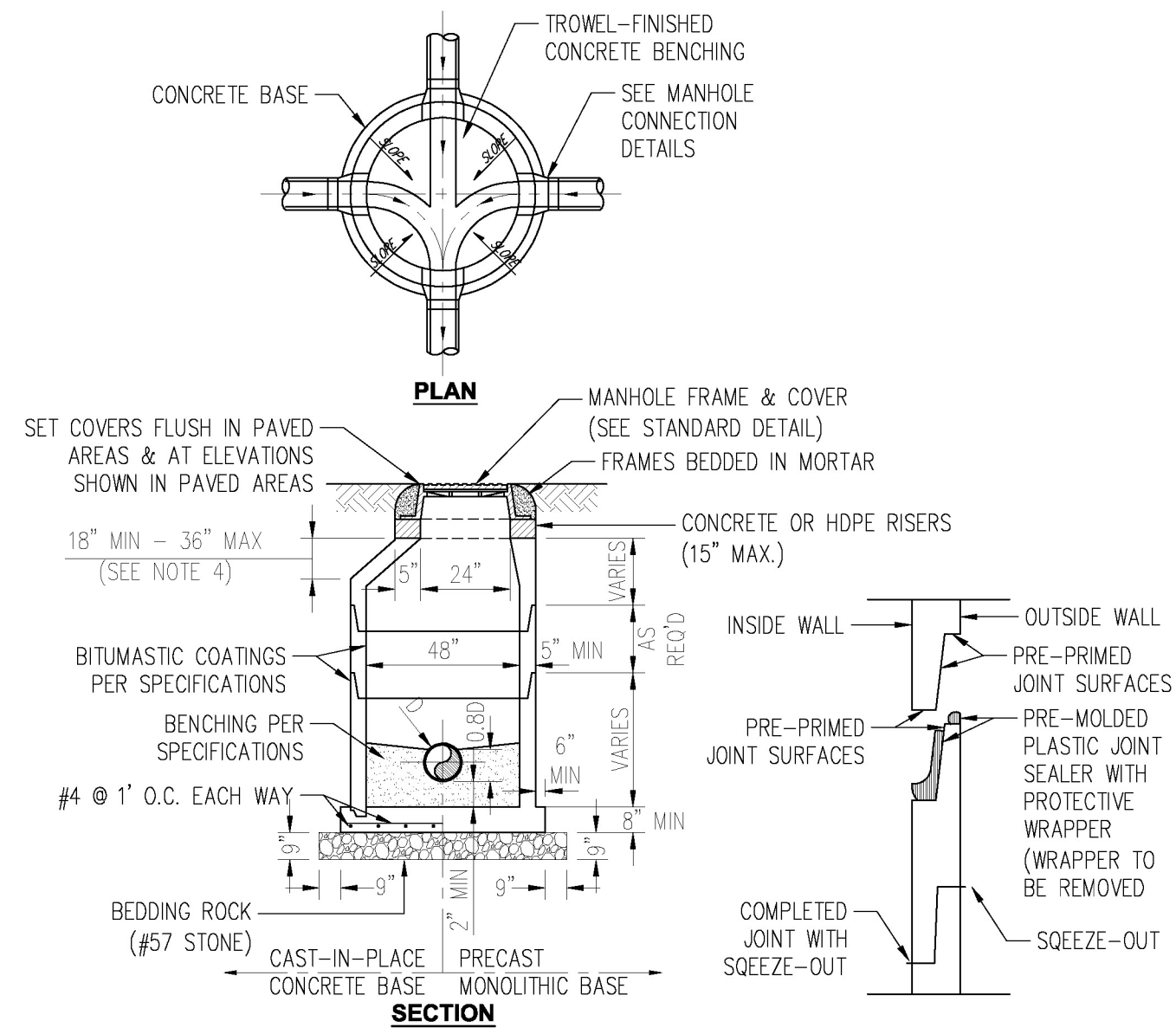
NOTES:

1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE WILL BE APPROVED.
2. ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
3. NO GALVANIZED PIPE ALLOWED.

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CITY OF WINTER GARDEN, FLORIDA STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION

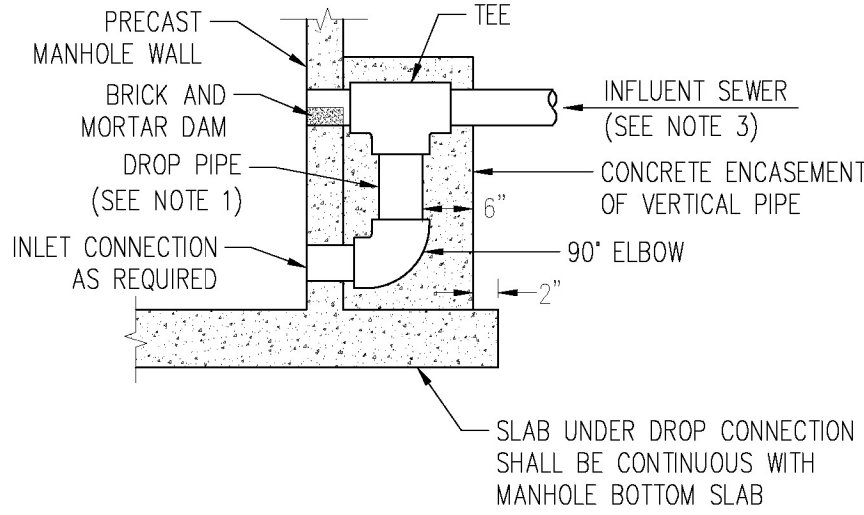
Page 101 of 19



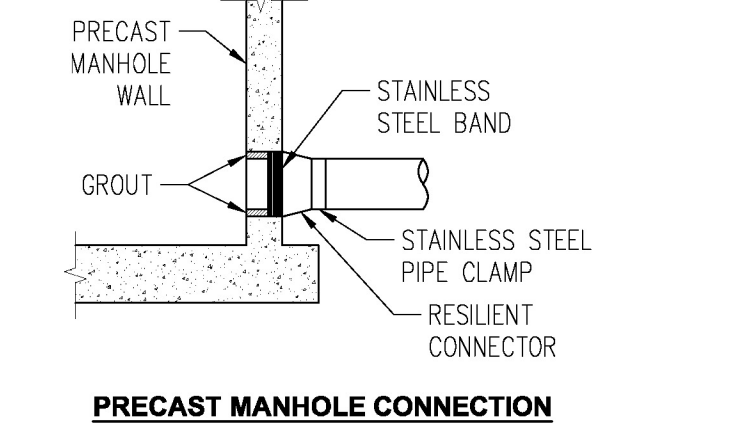
NOTES:

1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
2. E-Z RAPP OUTSIDE ALL JOINTS
3. GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
4. NO CONES OVER 3 FT. TALL
5. ALL PRECAST CONCRETE SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY, MINIMUM 16 MIL DMT.

1 PRECAST CONCRETE SANITARY MANHOLE
N.T.S.



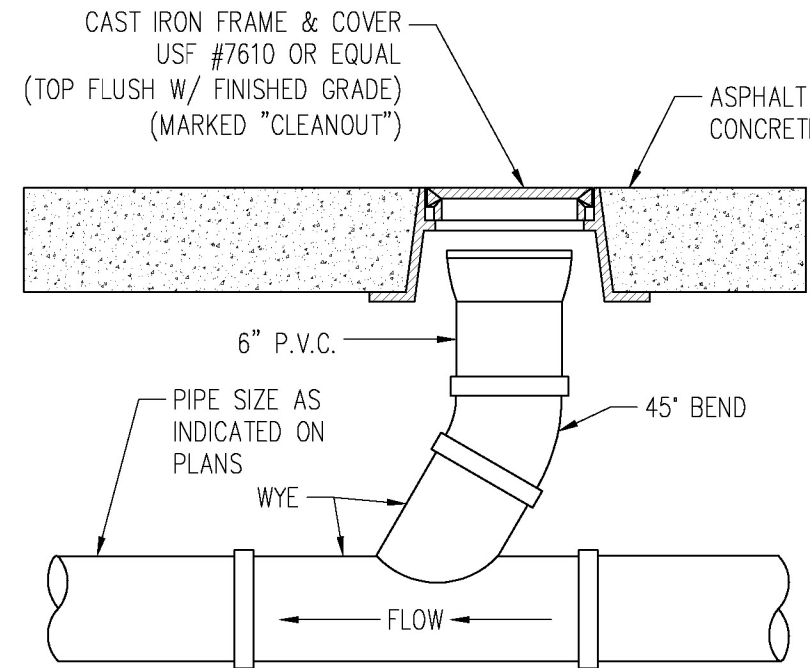
STANDARD DROP CONNECTION



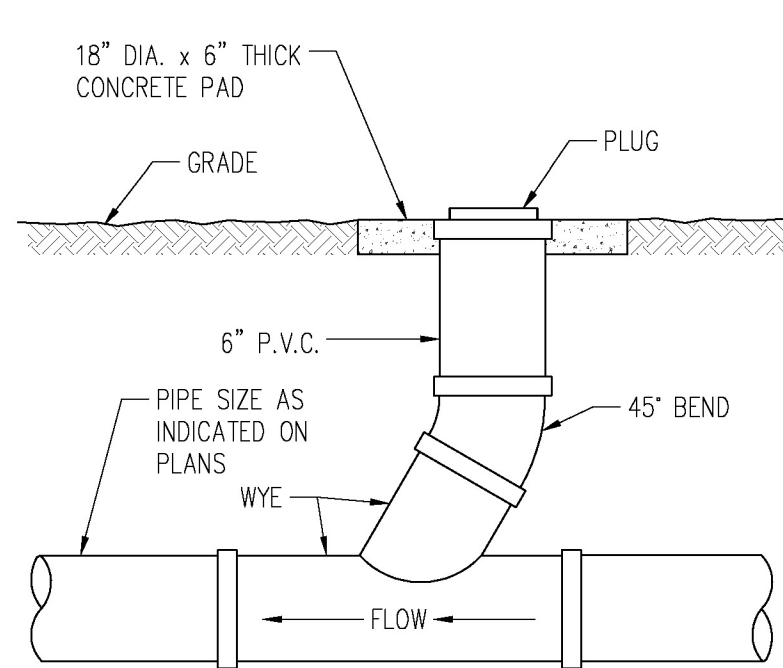
NOTES:

1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THEN MANHOLE INVERT.

2 MANHOLE CONNECTION DETAIL
N.T.S.

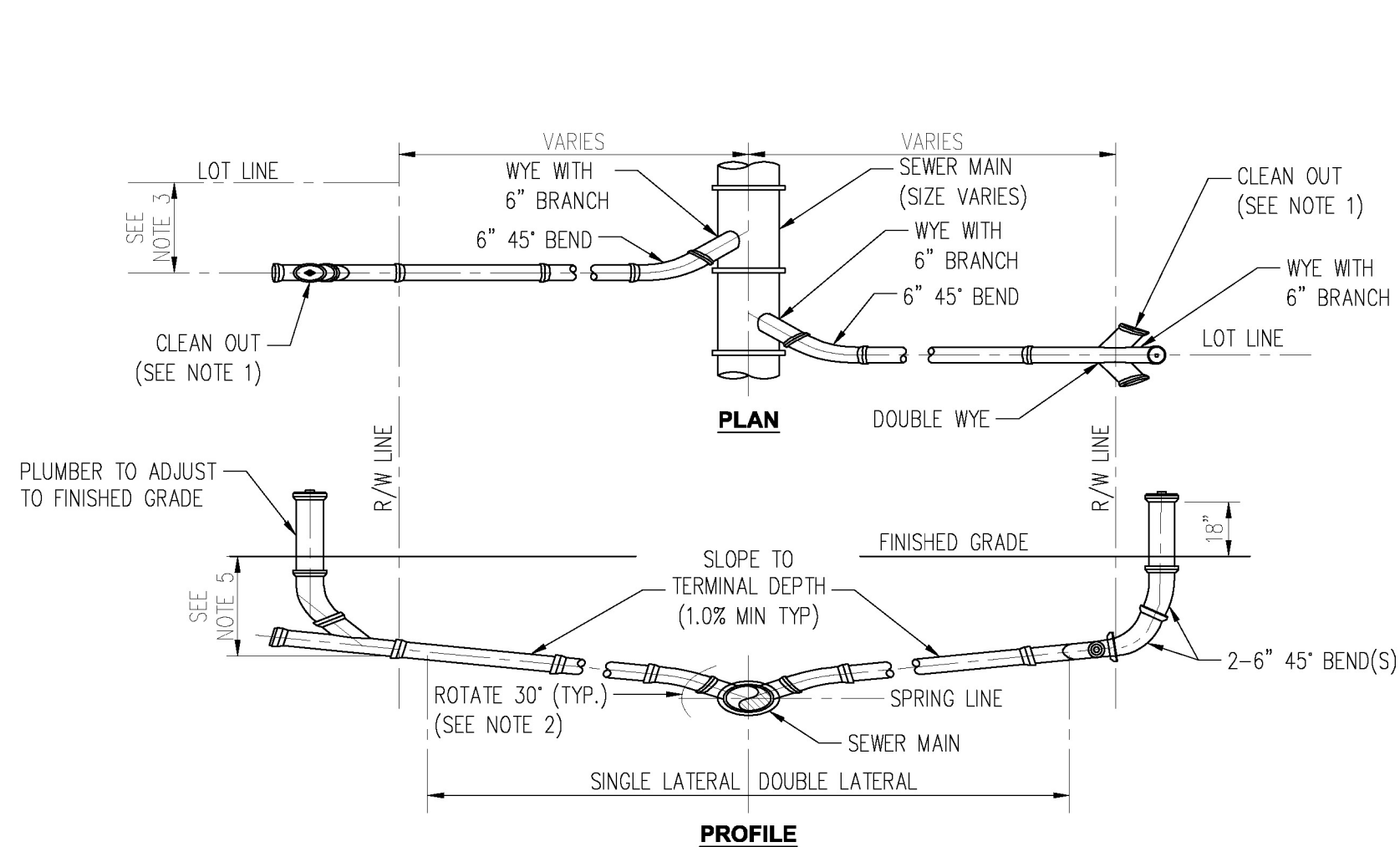


IMPROVED CONDITION
N.T.S.



UNIMPROVED CONDITION
N.T.S.

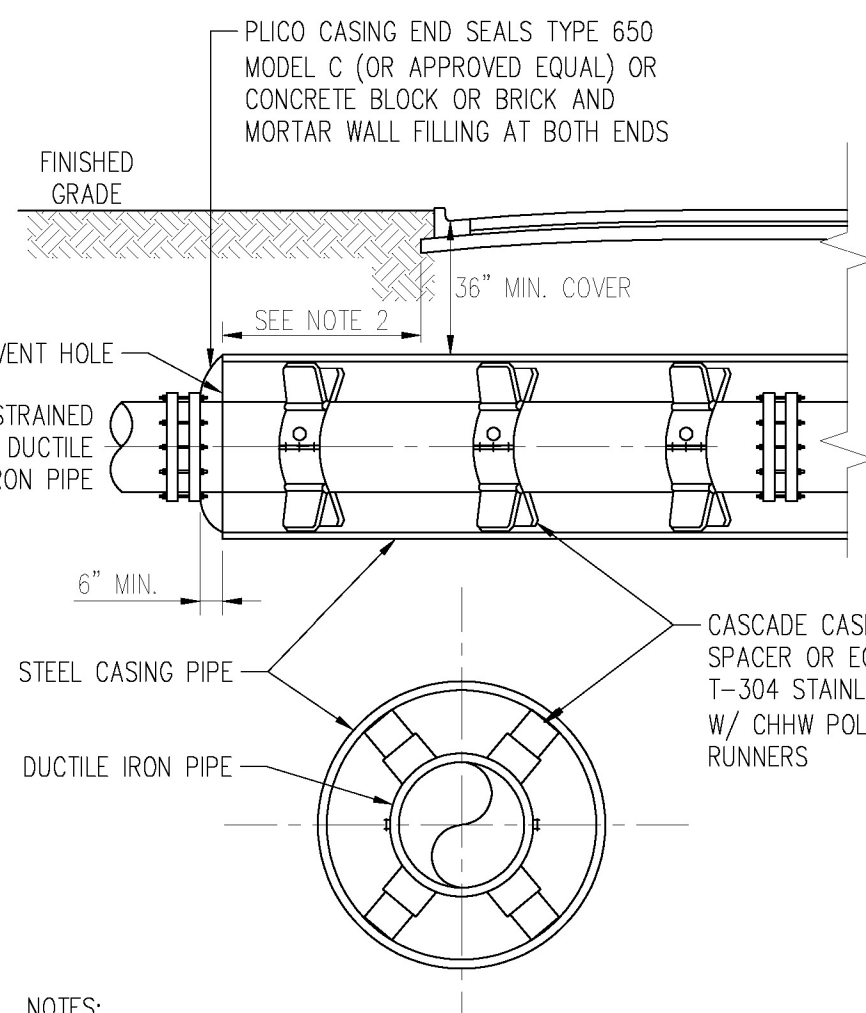
6 SANITARY SEWER CLEAN OUT DETAIL
N.T.S.



NOTES:

1. CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
3. WYES AND 45° BENDS SHALL BE PVC (SDR 26).
4. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.
5. 4' TYP TERMINAL DEPTH (3' MIN) REQUIRED FOR SERVICE AT RIGHT-OF-WAY.

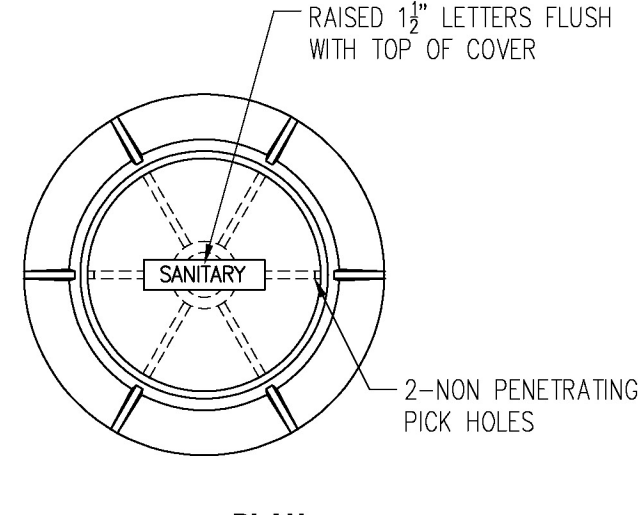
7 SANITARY SEWER SERVICE LATERAL DETAIL
N.T.S.



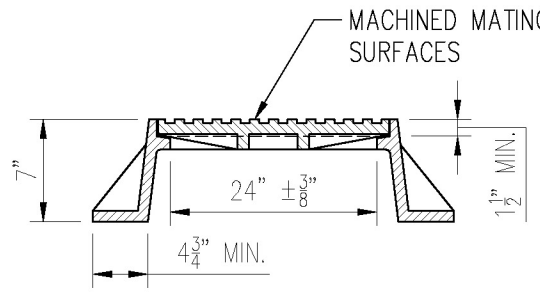
NOTES:

1. WHERE PRACTICAL, CASING SHALL EXTEND 8' BEYOND EDGE OF PAYMENT AND SHALL NOT BE LESS THAN 6' BEYOND EDGE OF PAYMENT IN ANY CASE.
2. CASING SPACERS AND END SEALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. DESIGN ENGINEER TO DETERMINE NEED FOR SACRIFICIAL ANODE (S) FOR CORROSION CONTROL.

8 SEWER MAIN STEEL CASING DETAIL
N.T.S.



PLAN

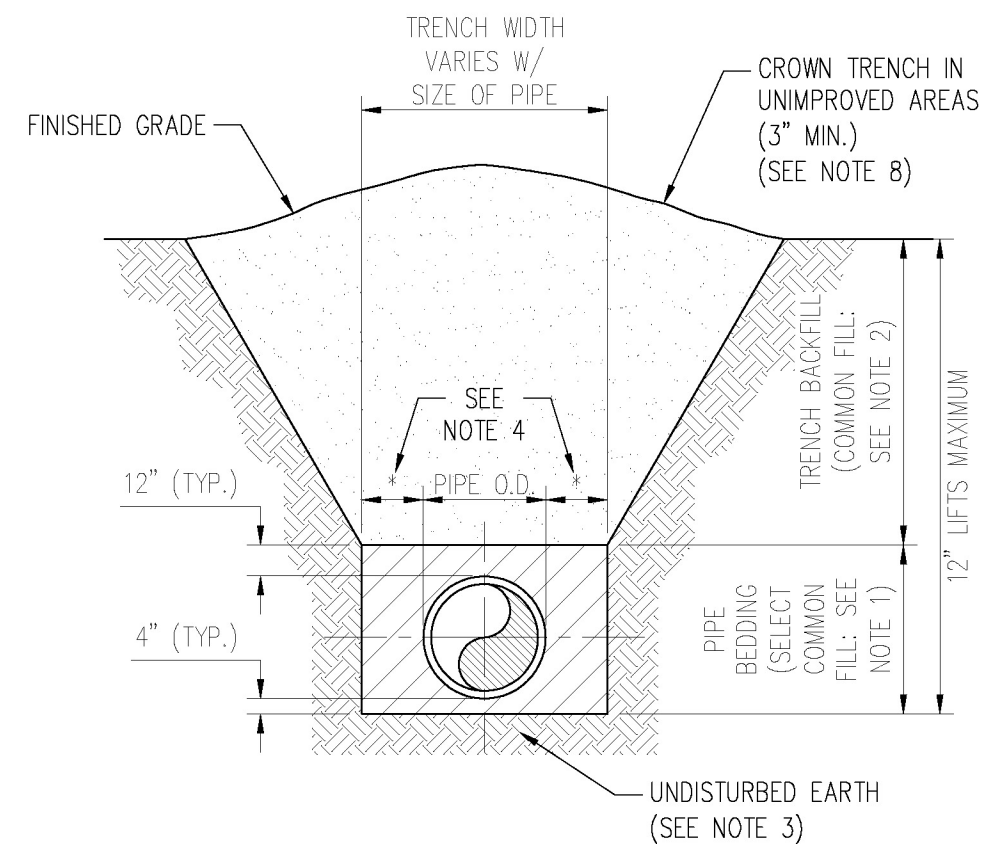


ELEVATION

NOTES:

1. MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP. OR APPROVED EQUAL.
2. RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFVHS) REQUIRED.

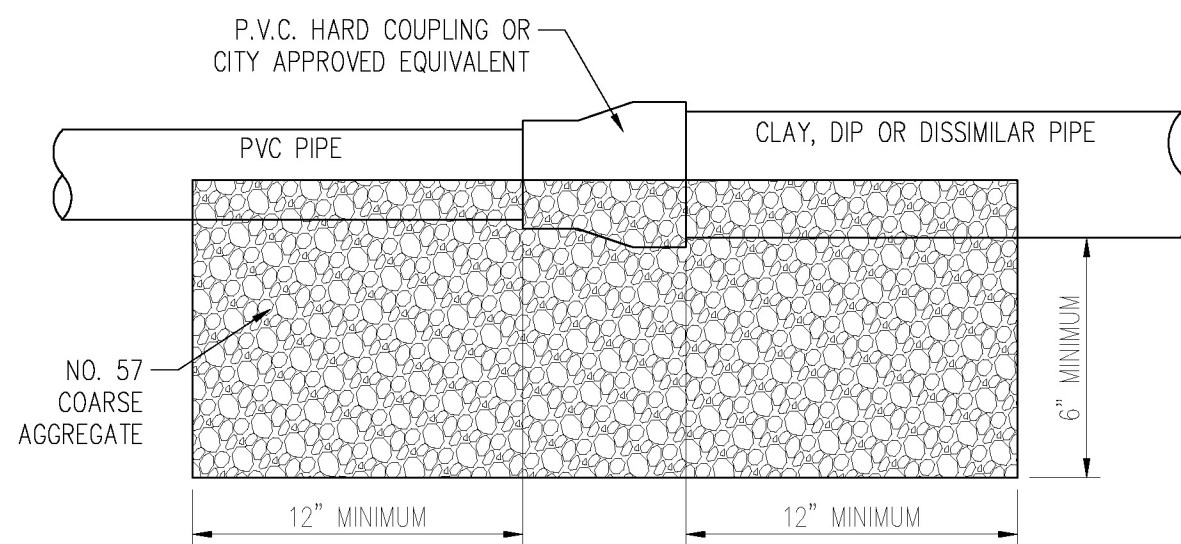
3 MANHOLE FRAME AND COVER
N.T.S.



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

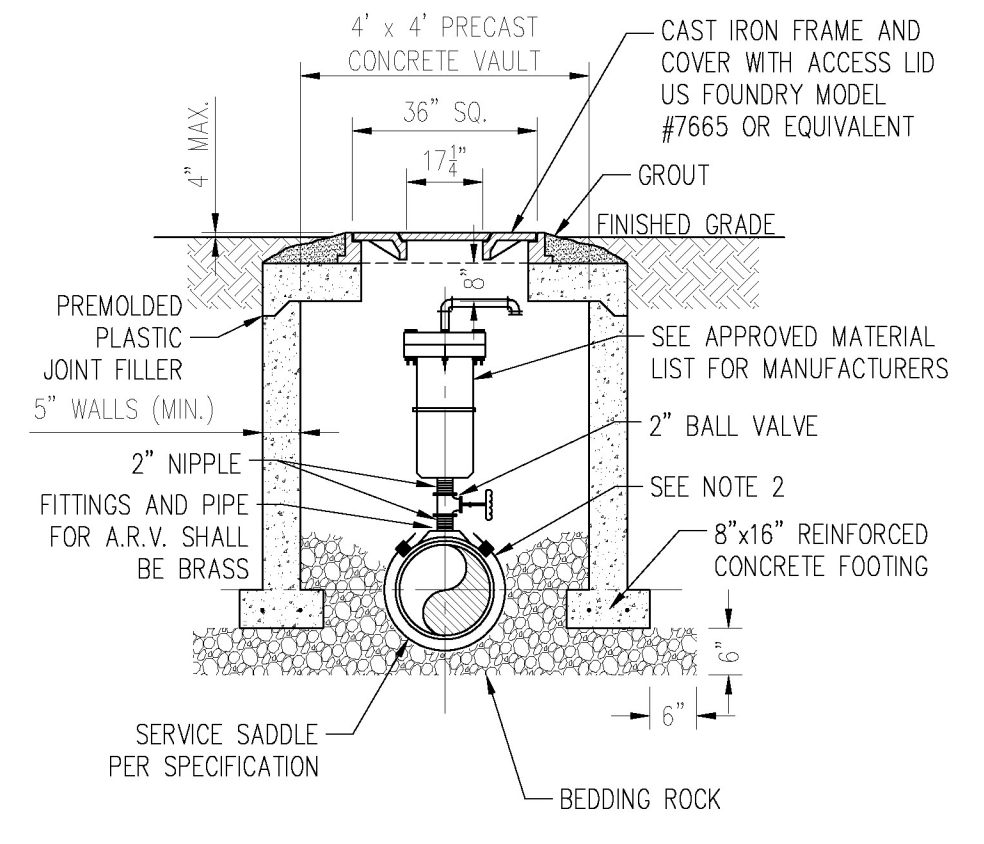
4 STANDARD BEDDING DETAIL
N.T.S.



NOTE:

1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
2. HARBICO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

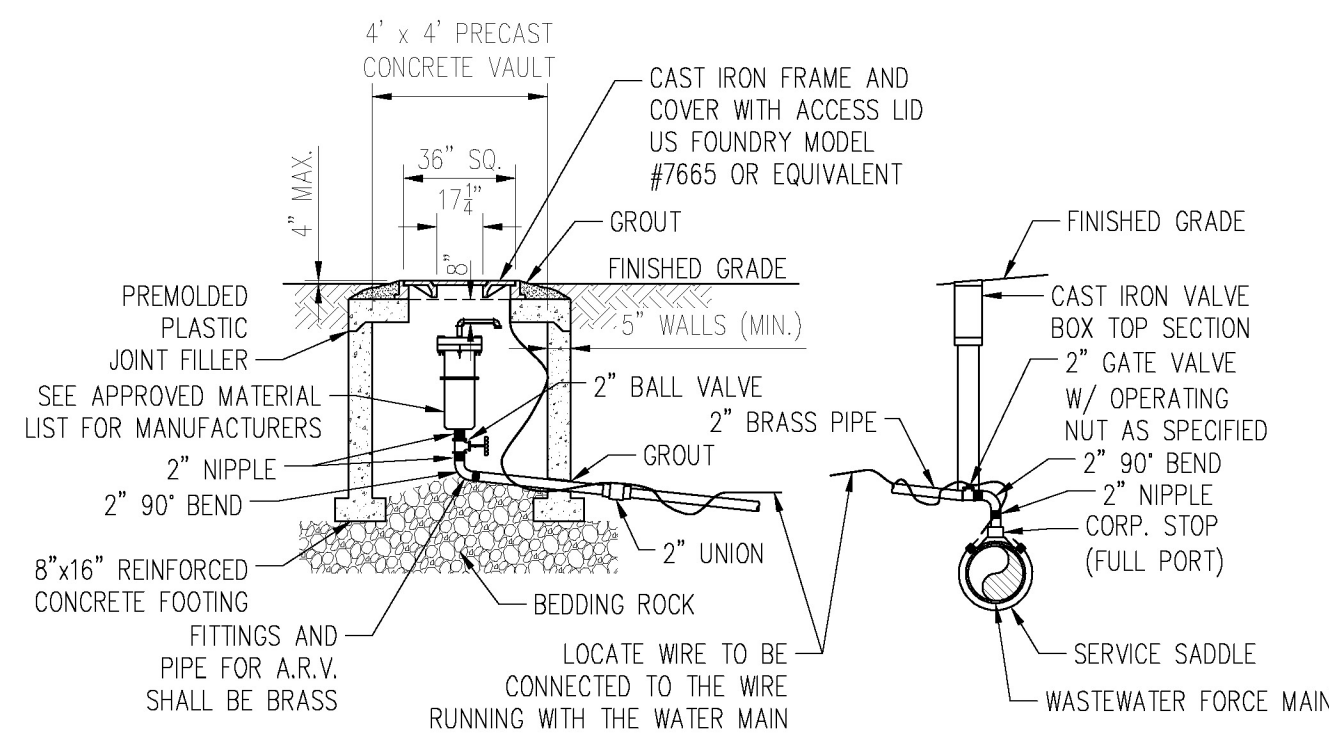
9 SEWER MAIN CONNECTION DETAIL
N.T.S.



NOTES:

1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION AND "WASTEWATER".
7. NO GALVANIZED PIPE/VALVES.

5 AIR RELEASE VALVE & VAULT
N.T.S.



NOTES:

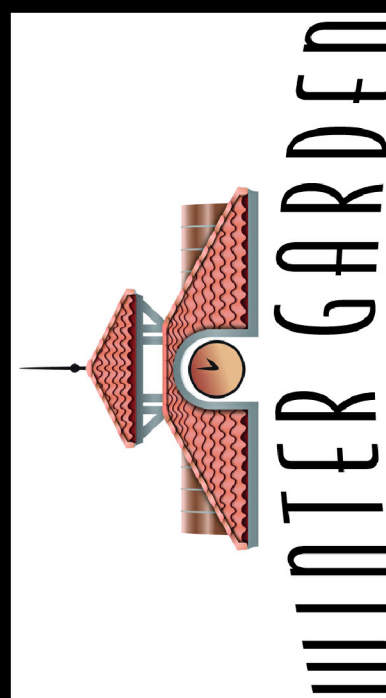
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
7. NO GALVANIZED PIPE/VALVES.
8. LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

10 OFFSET AIR RELEASE VALVE ASSEMBLY
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITIES CONSTRUCTION



STANDARD DETAILS
FOR
WASTEWATER SYSTEMS

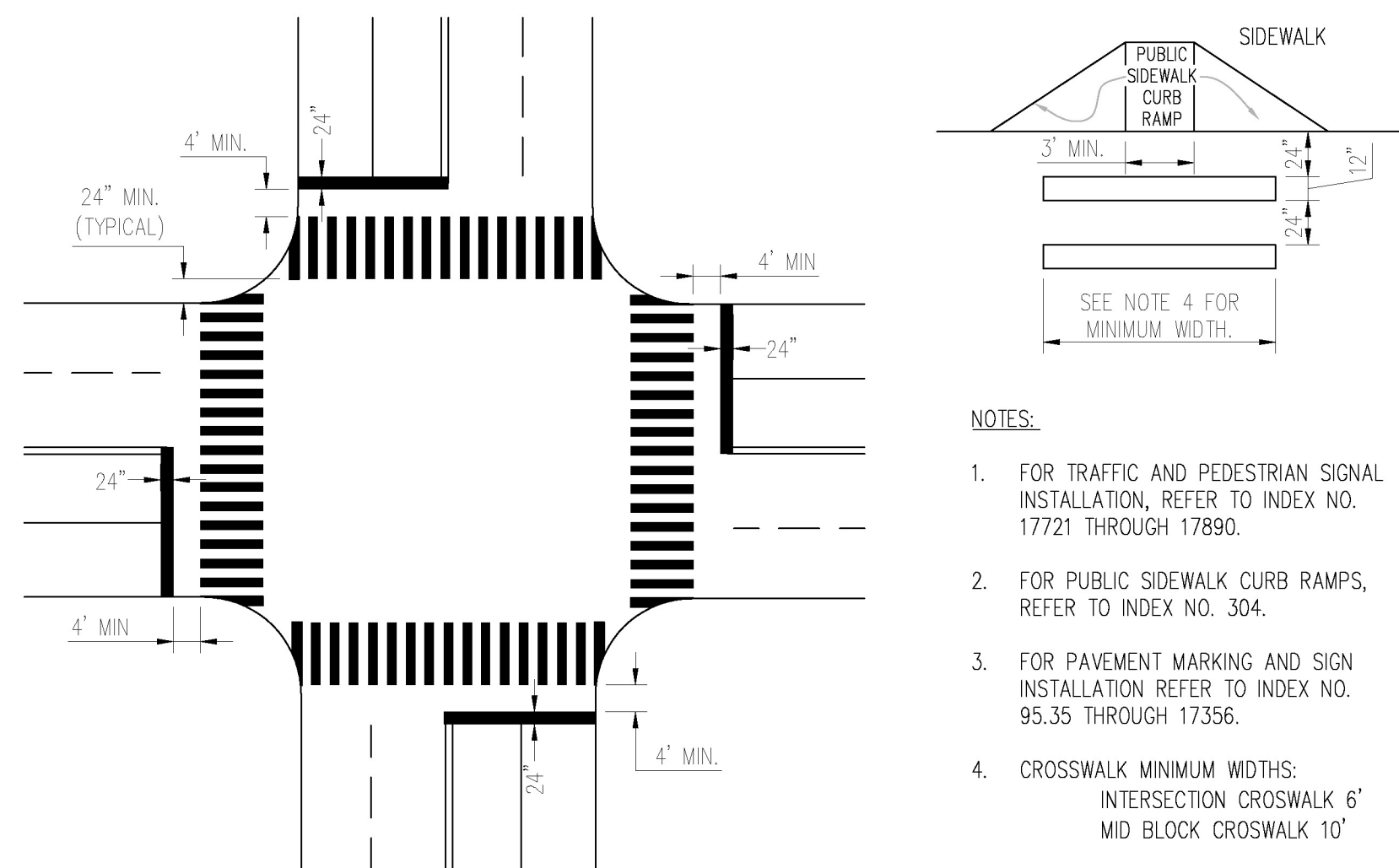
DATE
JUNE 2018
SHEET

3

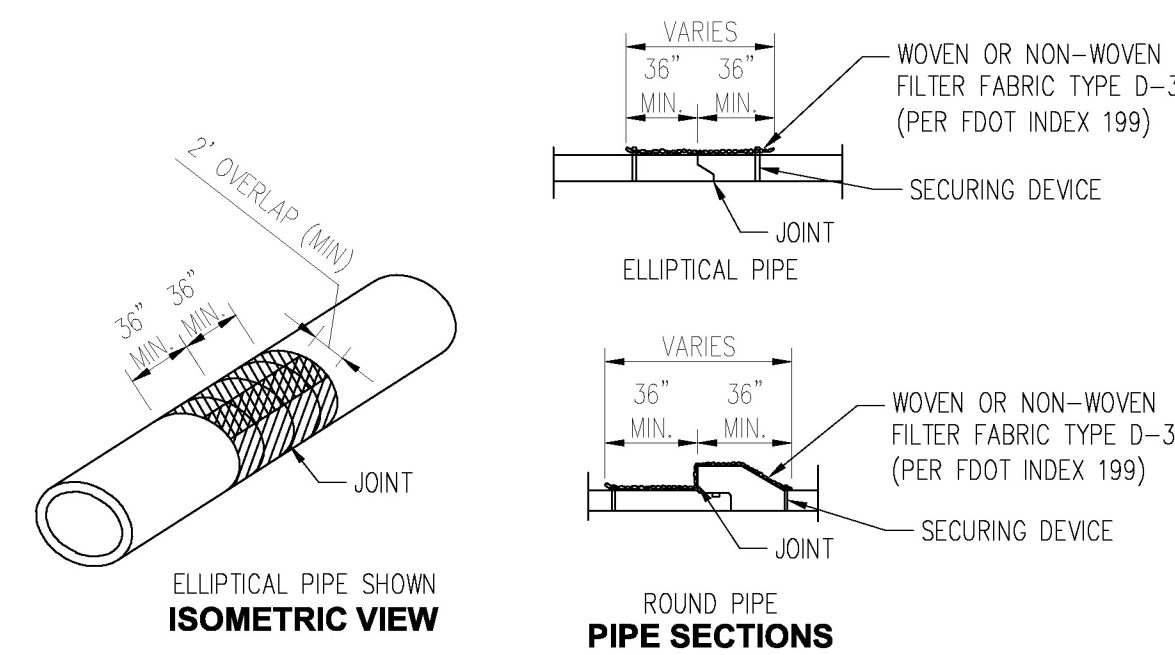
3 OF 11

DATE	4/7/14
ITEM	Sanitary Manhole
No.	1
Offset ARV Detail	2

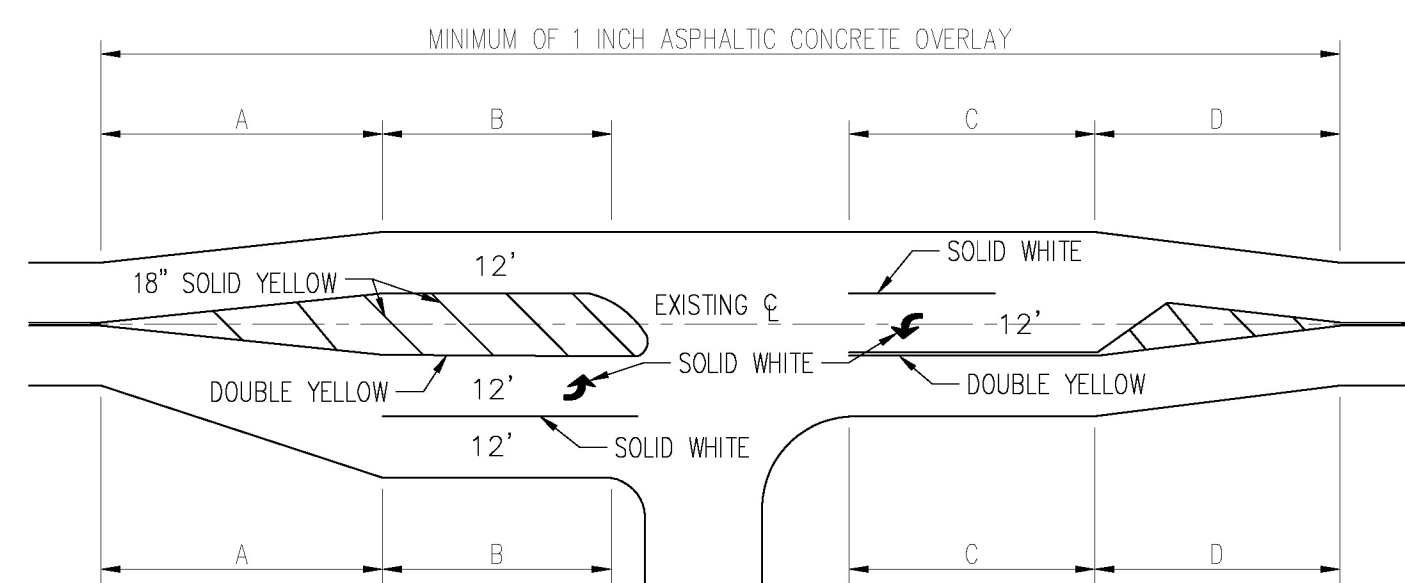
1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECTED TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE REINSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. PIPE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (FDEP, FDOT, SJRWMD, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
4. ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
5. STORM SYSTEM WILL BE CLEANED PRIOR TO BEING TV'D.
6. THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, NOI AND SWPP PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
7. ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
8. CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
9. ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPID SEAL. NO MORE THAN 15" WILL BE ALLOWED.
10. STORM SEWER PIPES SHALL MEET ASTM C76 & ASTM C507.
11. ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPID SEAL.



1 TYPICAL CROSSWALK
N.T.S.



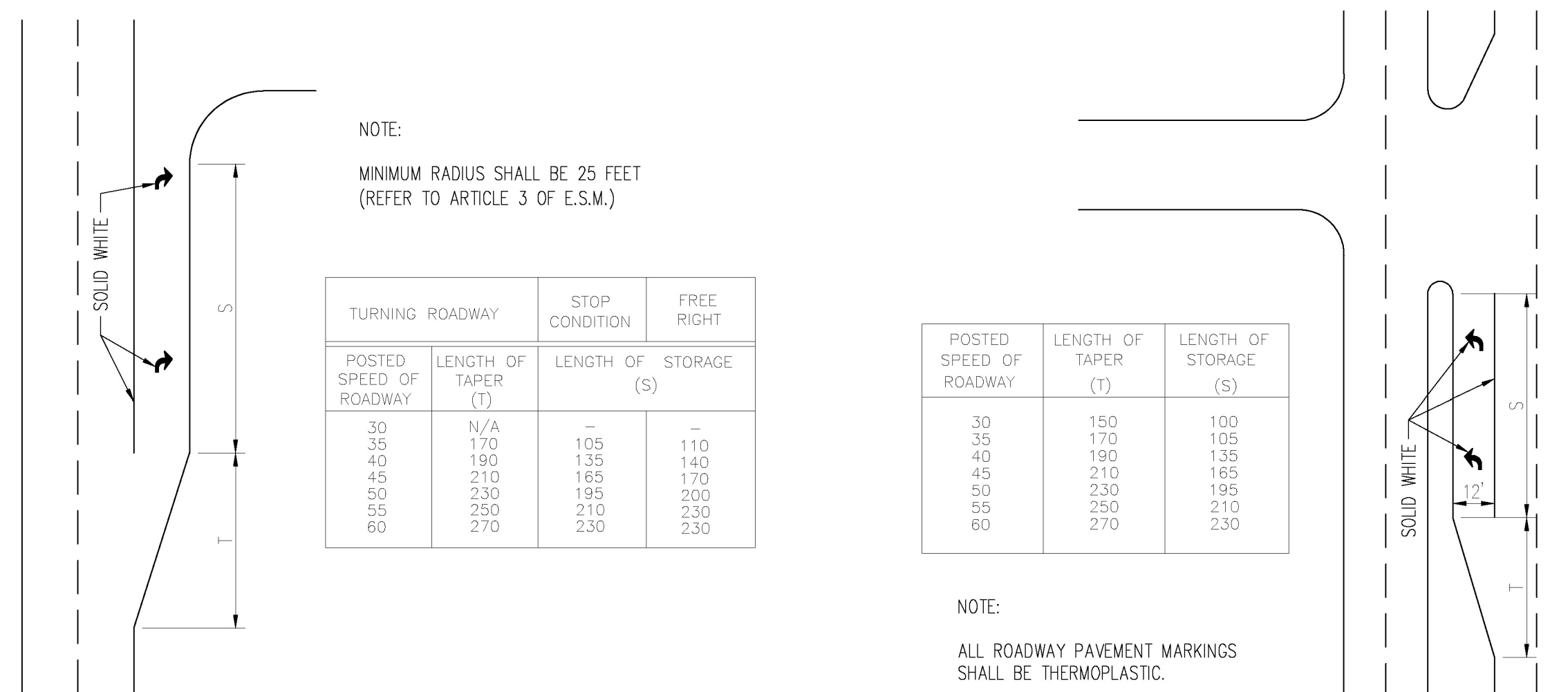
2 FILTER FABRIC JACKET



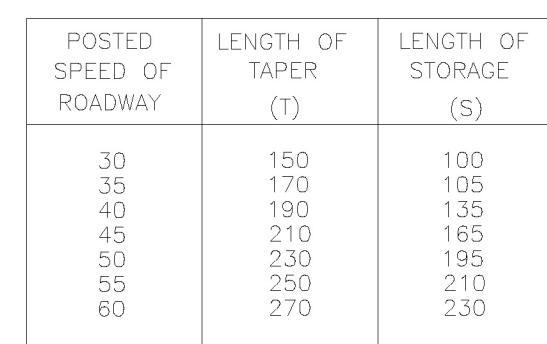
- NOTES:
- 1) STRIPING ACCORDING TO F.D.O.T. STANDARD INDEX #17346B.
 - 2) LANE WIDTHS TO MATCH EXISTING LANE WIDTHS.
 - 3) MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)
 - 4) ALL ROADWAY PAVEMENT MARKING SHALL BE THERMAPLASTIC.

PAVEMENT MARKING LENGTHS				
SPEED	A	B	C	D
40 MPH	190'	110'	135'	190'
45 MPH	210'	140'	165'	210'
50 MPH	230'	170'	195'	230'
55 MPH	250'	200'	210'	250'

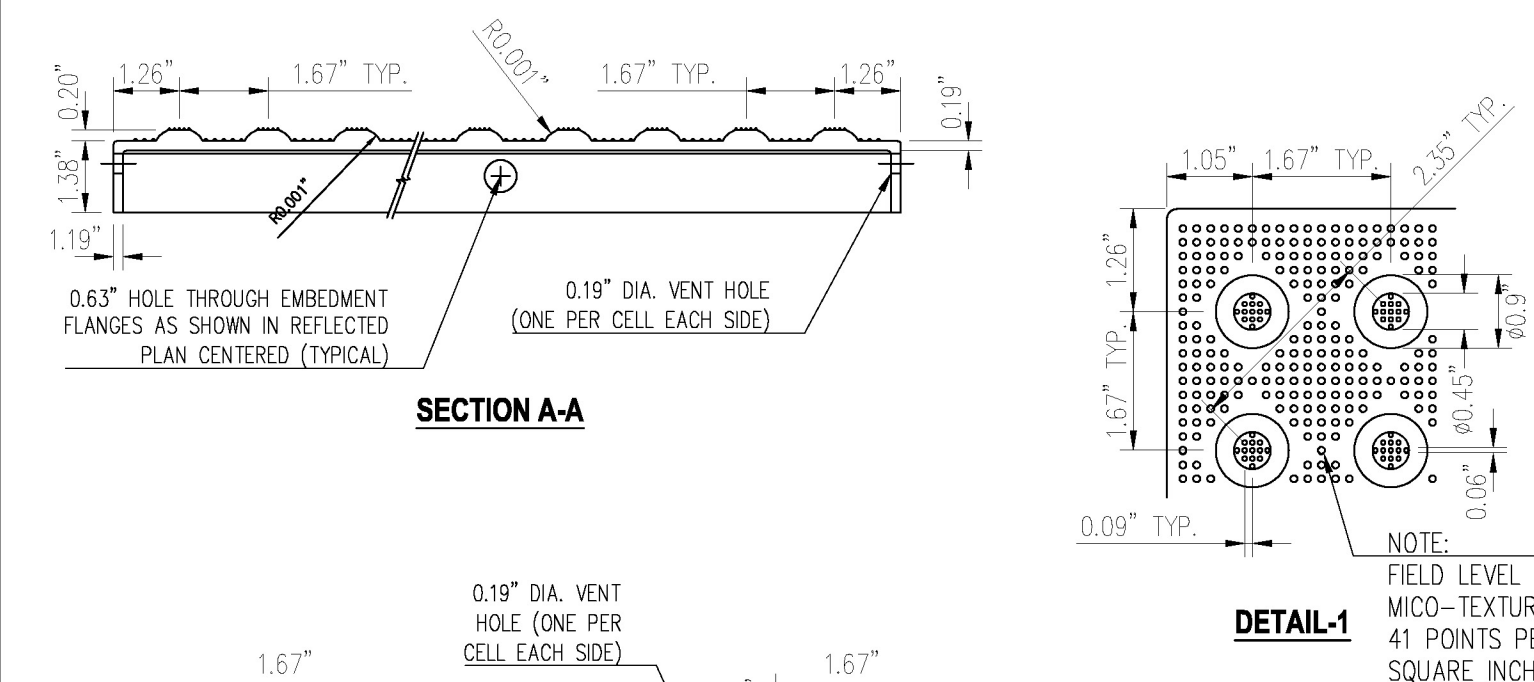
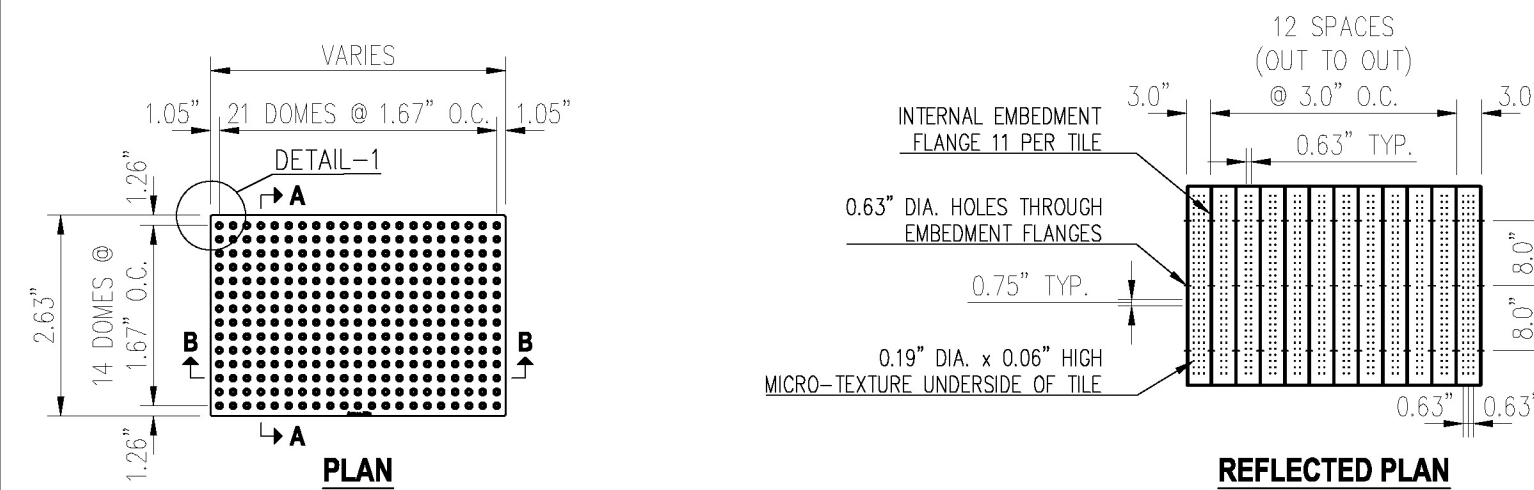
3 TYPICAL INTERSECTION



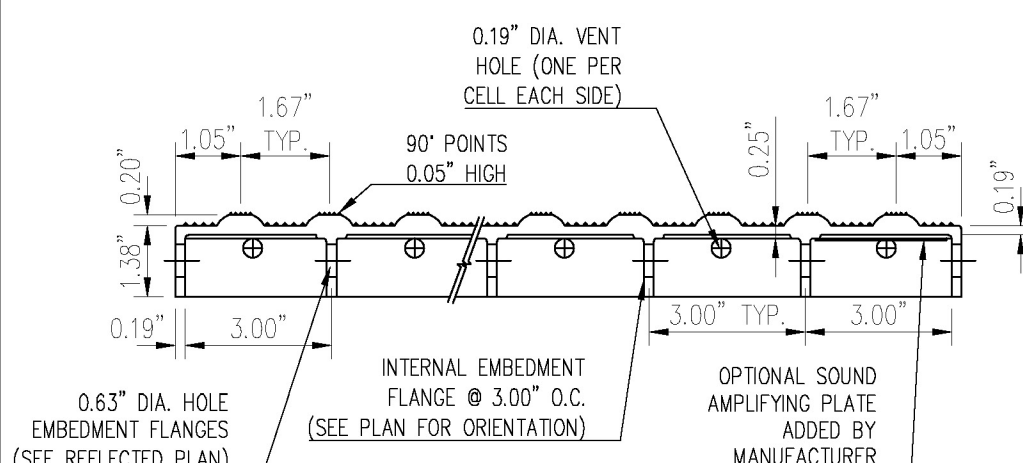
**RIGHT TURN
DECELERATION LANE**
N.T.S.



**5 DIVIDED HIGHWAY
LEFT TURN STORAGE LANE**
N.T.S.



SECTION B-B



NOTE:

1. CURB RAMP DETECTABLE WARNING TILE SHALL BE ARMOR TILE OR EQUAL.
2. ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 MM) FROM THE BACK OF CURB.

8 DETECTABLE WARNING DETAIL
N.T.S.

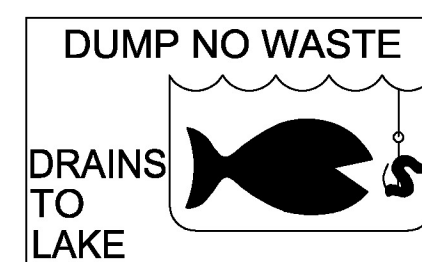
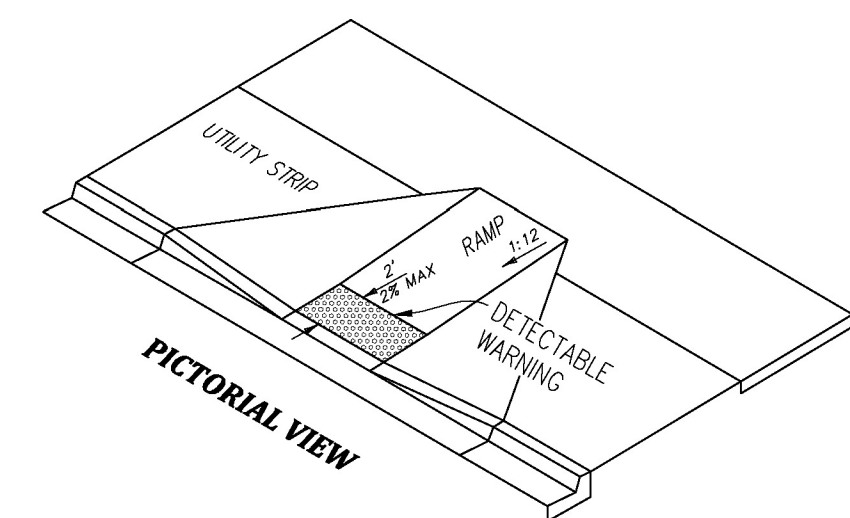


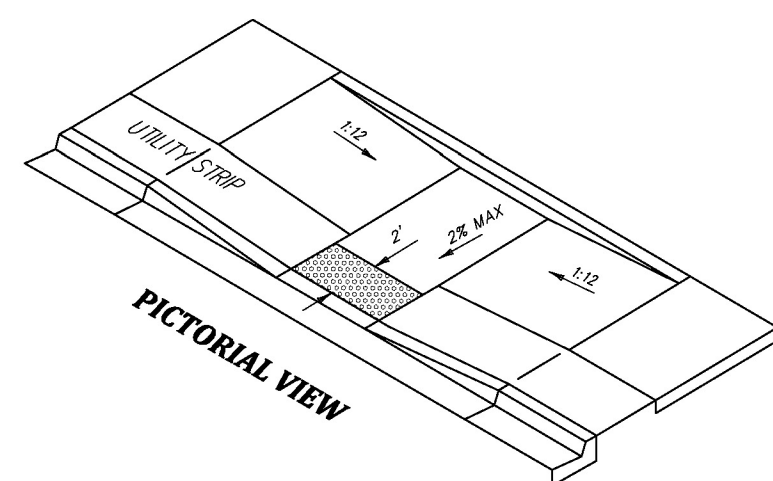
PLATE SHALL BE ADDED TO STORMWATER INLETS AS REQUIRED BY THE CITY.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

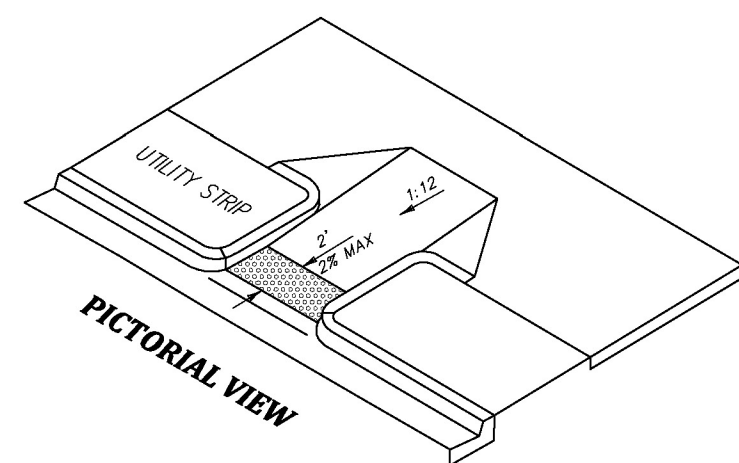
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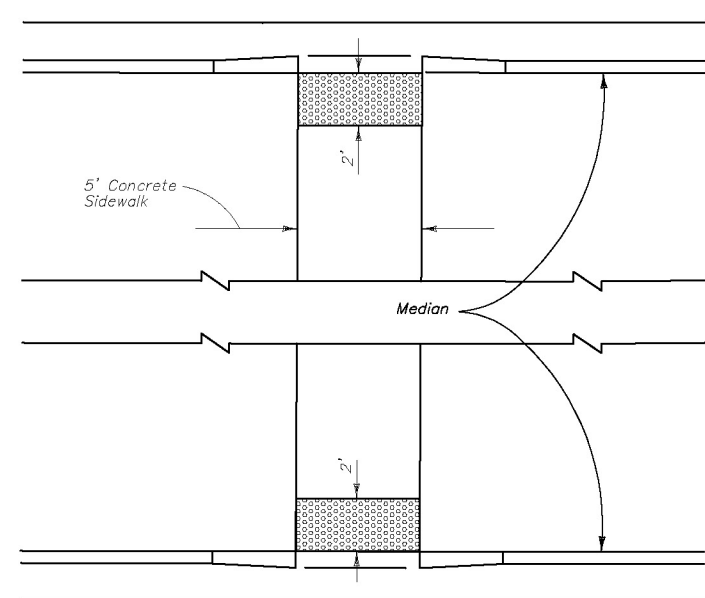
PICTORIAL VIEW



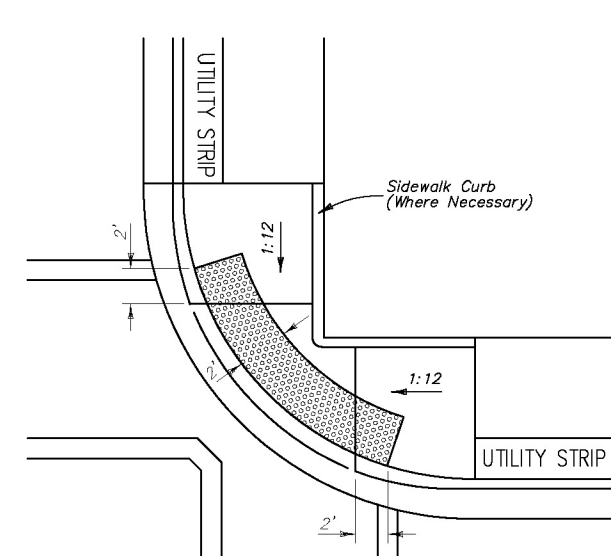
PICTORIAL VIEW



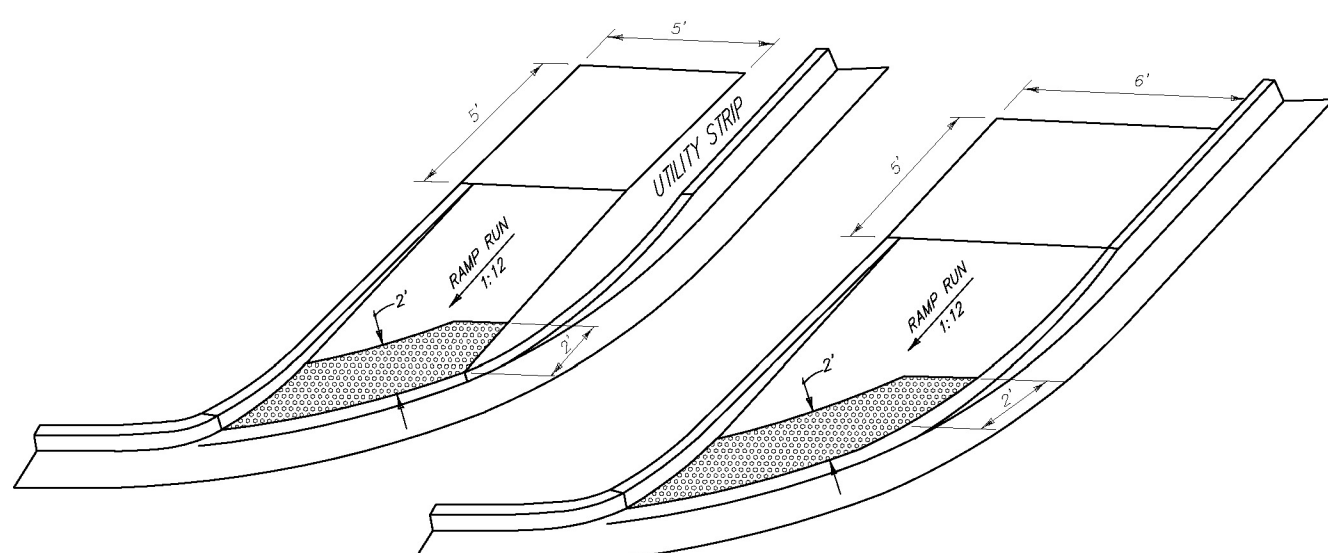
PICTORIAL VIEW



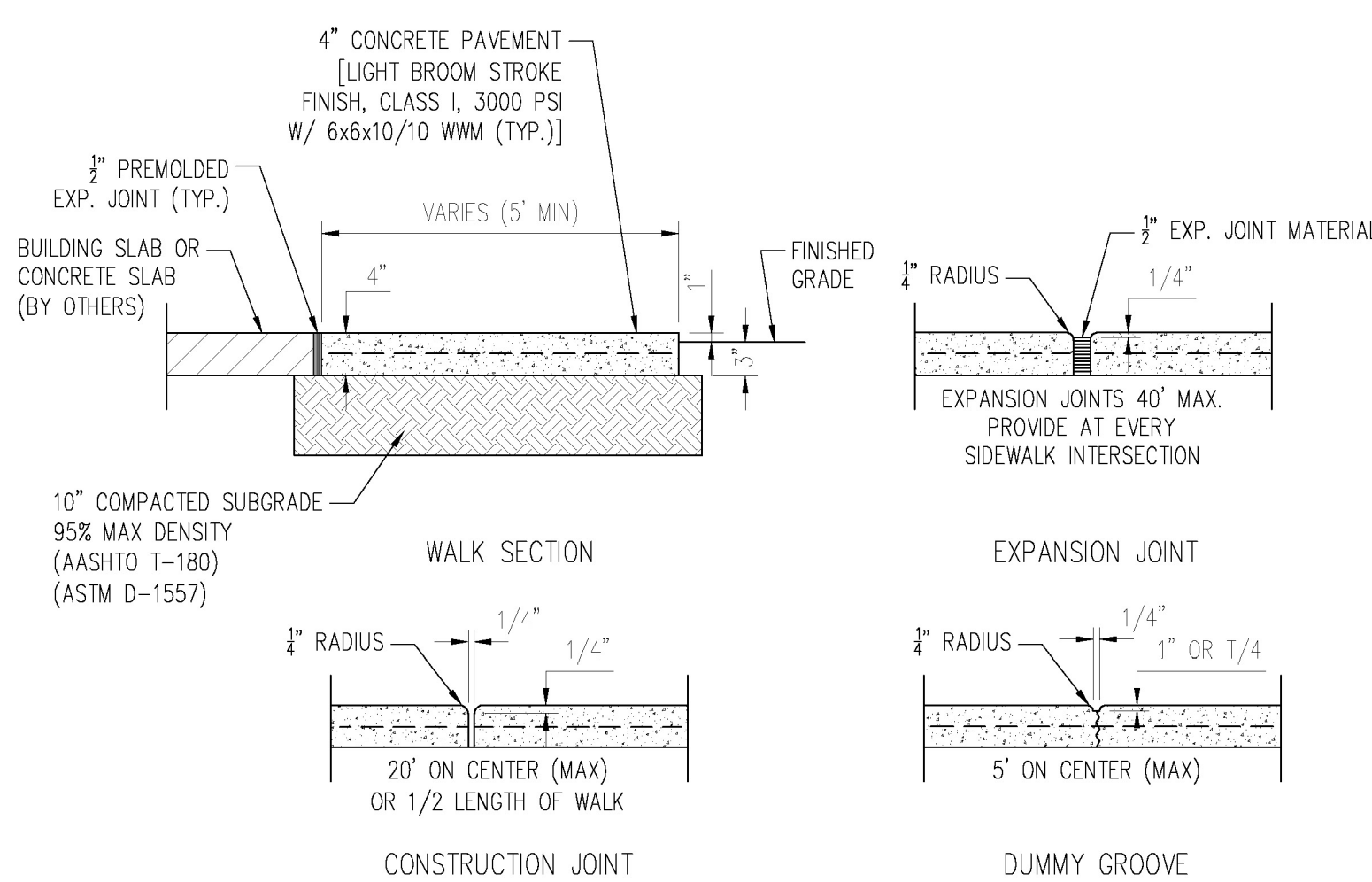
PLAN



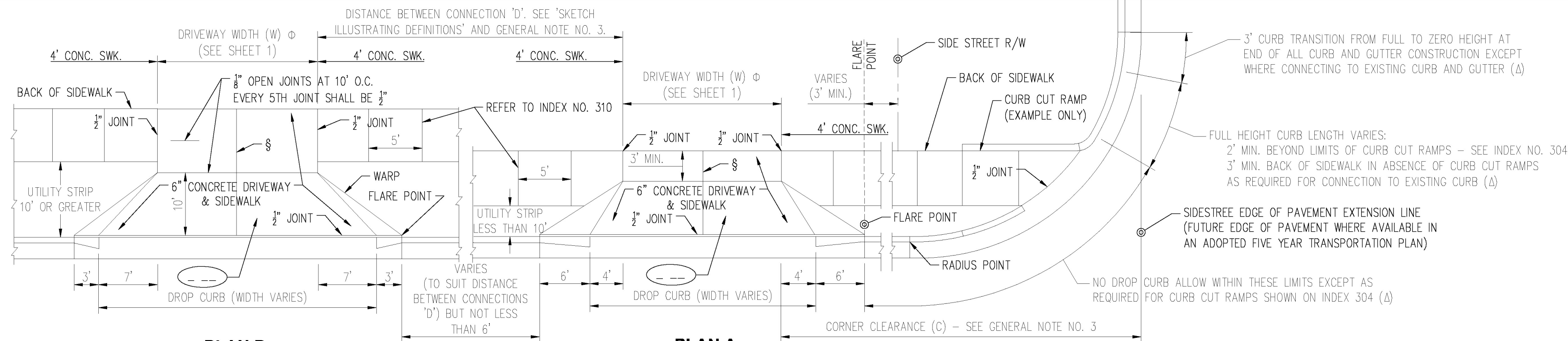
PLAN



PICTORIAL VIEWS

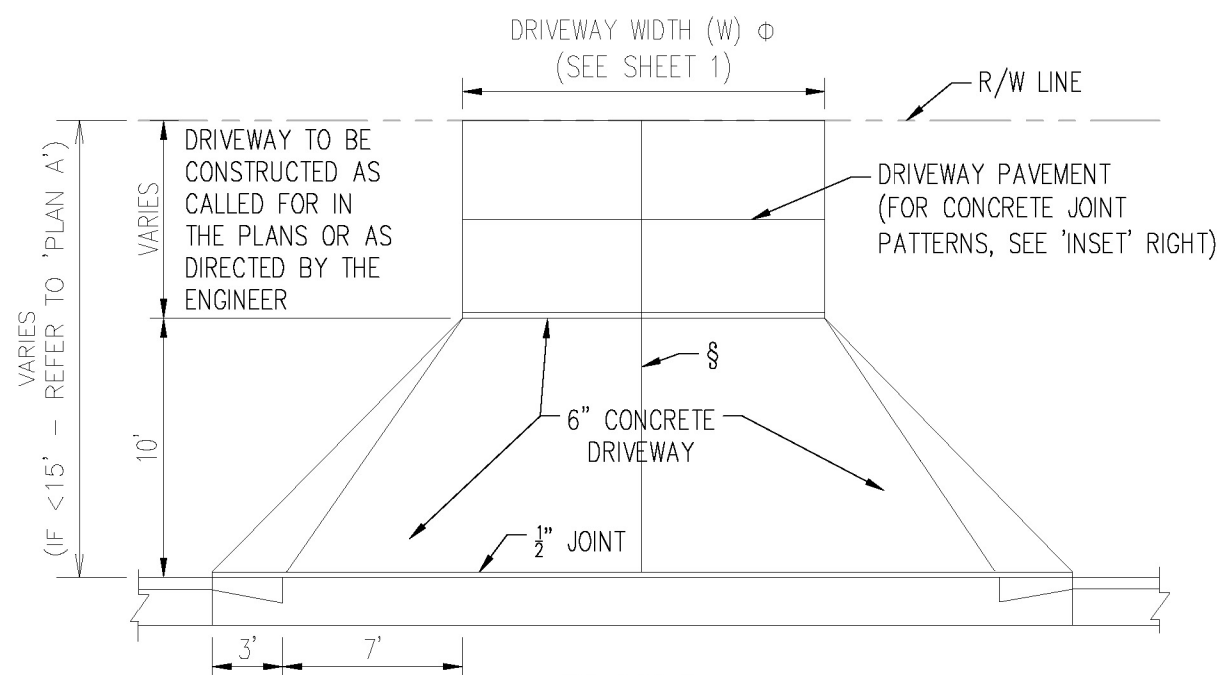


7 SIDEWALK DETAILS
N.T.S.

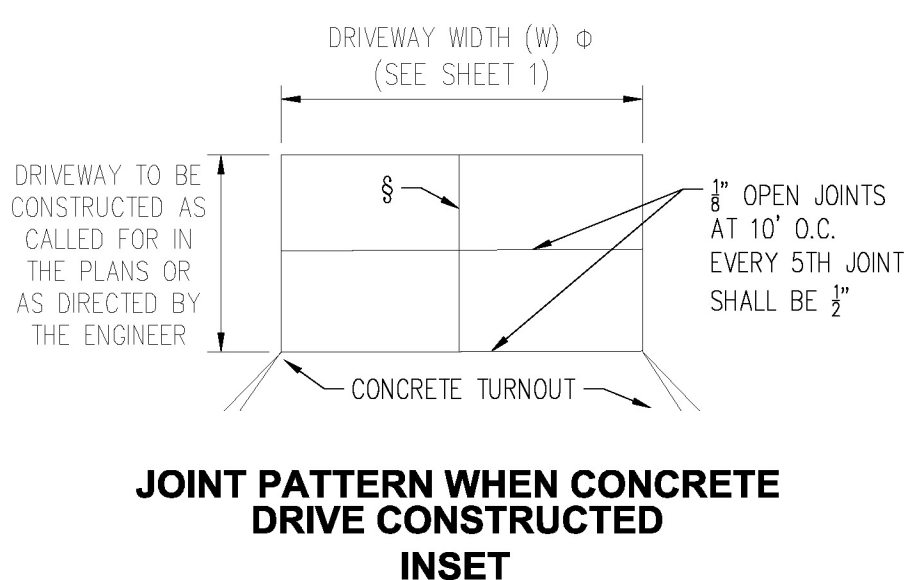


PLAN B
TURNOUT WITH SIDEWALK AND
UTILITY STRIP (10' OR GREATER)

PLAN A
TURNOUT WITH SIDEWALK AND
UTILITY STRIP (LESS THAN 10')



PLAN C
TURNOUT WITHOUT SIDEWALK



JOINT PATTERN WHEN CONCRETE
DRIVE CONSTRUCTED
INSET

- FOOTNOTES:
- ALL $\frac{1}{2}$ " JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.
- § OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.
- Δ WHEN CONNECTING TO SIDESTREET CURB AND GUTTER SECTIONS, THE NO DROP CURB LIMITS SHOULD EXTEND BACK TO THE SIDESTREET RADIUS POINT. WITH OR WITHOUT CURB AND GUTTER, NO DRIVEWAY SHOULD ENCR OACH ON THE CORNER RADIUS.
- ◇ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) TO THE RIGHT OF WAY LINE.
- — — ALPHA-NUMERIC IDENTIFICATION OF A FLARED DRIVEWAY TYPE SPECIFICALLY CALLED FOR IN THE PLANS, SEE SHEETS 3 AND 4.

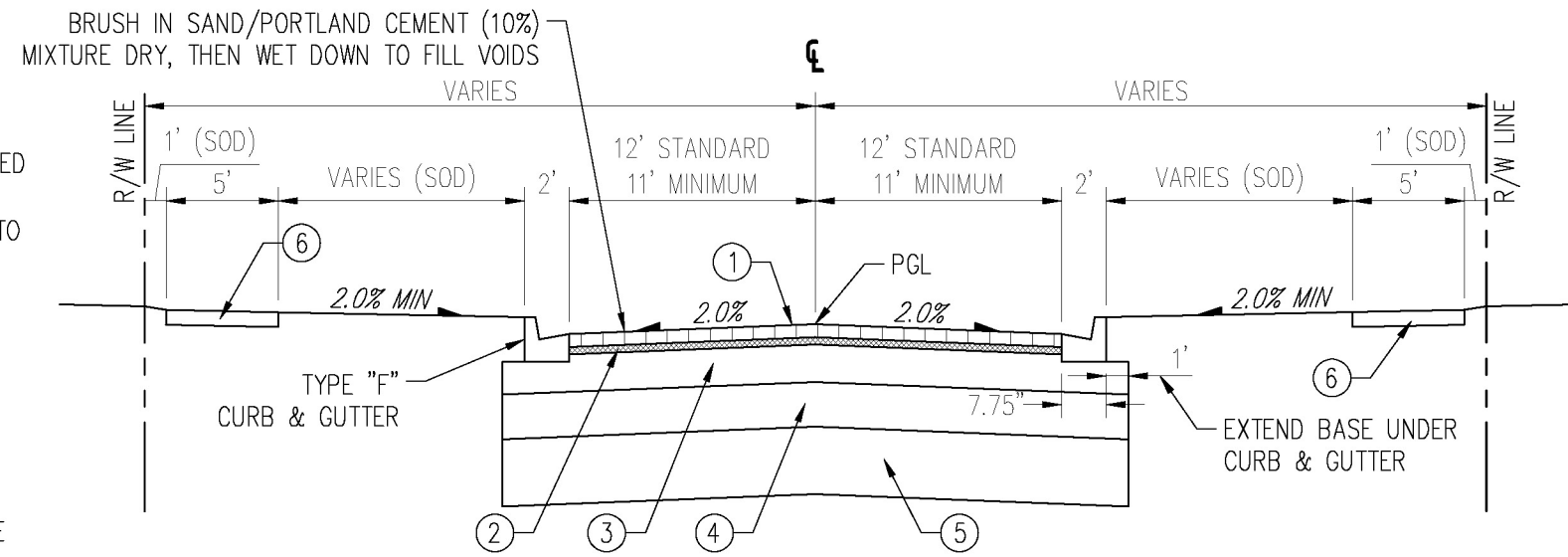
DESIGN NOTES FOR URBAN FLARED TURNOUTS

1. DRIVEWAYS INDICATED AS 'ADVERSE APPLICATIONS' ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS; OR, THOSE WITH SLOPES THAT CAN CAUSE DRIVERS WHO ARE LEAVING THE ROADWAY TO SLOW OR PAUSE TO THE EXTENT THAT TRAFFIC DEMAND VOLUMES WILL BE IMPEDED.
2. THE STANDARD FLARED DRIVEWAYS ON THIS INDEX MAY NOT ACCOMMODATE VEHICLES WITH LOW BEDS, LOW UNDERCARRIAGE OR LOW APPENDAGE FEATURES. WHERE SUCH VEHICLES ARE DESIGN VEHICLES DRIVEWAYS ARE TO HAVE SITE SPECIFIC FLARE DESIGNS OR CATEGORY ~~~~ DESIGNS.
3. WHEN SPECIFIC FLARE TYPE DRIVEWAYS ARE TO BE CONSTRUCTED, THE TYPE SHALL BE DESIGNATED IN THE PLANS USING THE ASSIGNED ALPHA-NUMERIC DESIGNATION.
- DRIVEWAYS INDICATED AS 'MARGINAL APPLICATIONS' ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS WHEN THE DRIVEWAY IS LOCATED ON THE LOW SIDE OF FULLY SUPERELEVATED ROADWAYS.
- DRIVEWAYS INDICATED AS 'GENERAL APPLICATIONS' ARE THOSE WITH SLOPES THAT CAN READILY ACCOMMODATE REPRESENTATIVE STANDARD PASSENGER VEHICLES AND THOSE AND THOSE THAT CAN ACCOMMODATE REPRESENTATIVE STANDARD TRUCKS, VANS, BUSES AND RECREATIONAL VEHICLES OPERATING UNDER NORMAL CROWN AND SUPERELEVATION CONDITIONS.

Note: See sheet 1 for 'GENERAL NOTES'

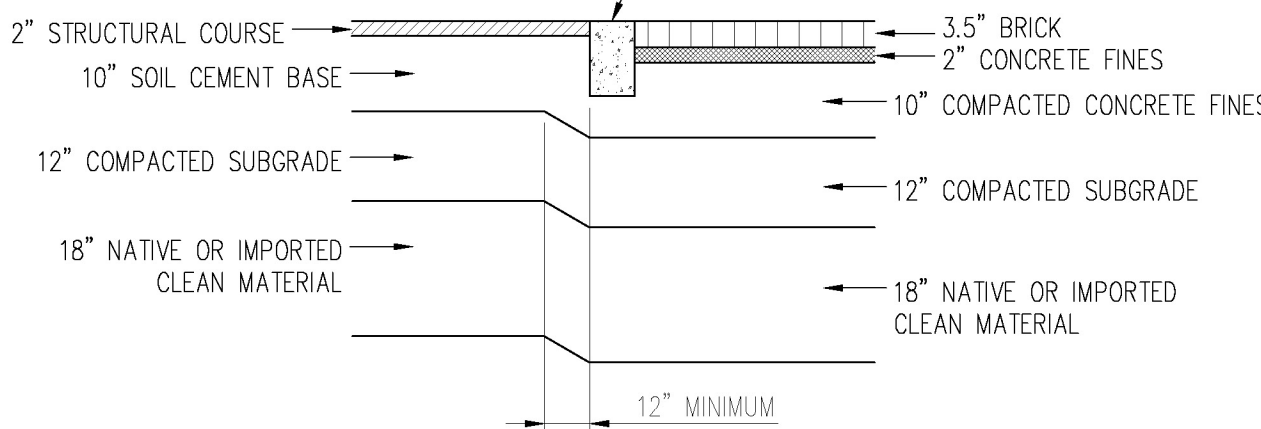
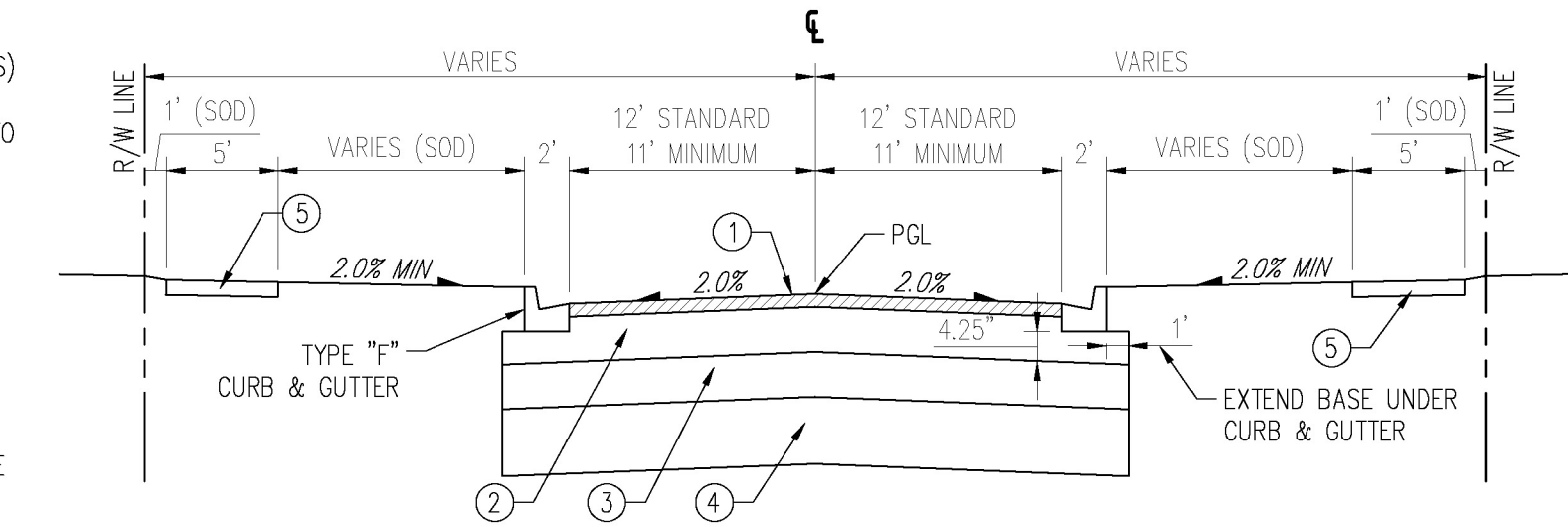
PAVEMENT DESIGN

- 3.5" BRICKS
- 1" - 2" LOOSE CONCRETE FINES LEVELING BED
- 10" BASE - COMPACTED CONCRETE FINES TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF
- 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
- 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
- 4" THICK CONCRETE SIDEWALK

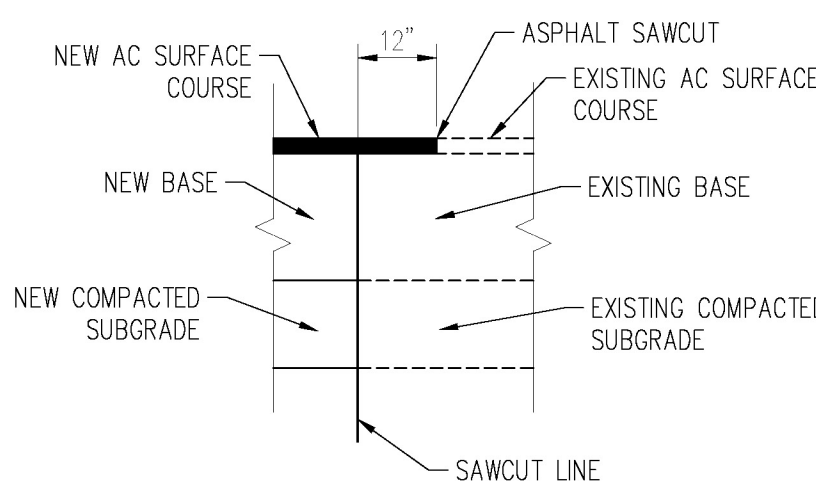


PAVEMENT DESIGN

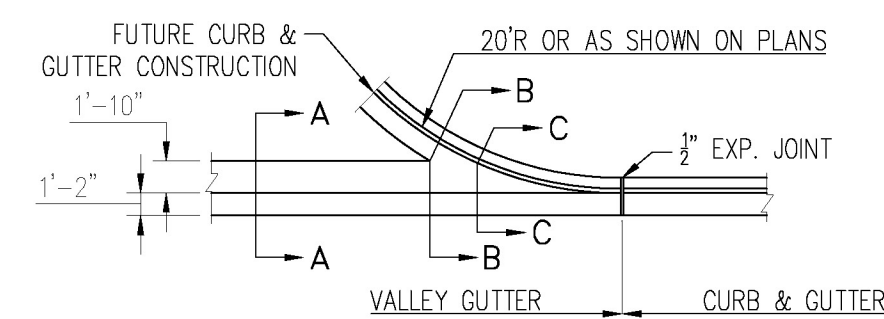
- 2" TYPE S-1 STRUCTURAL COURSE (2 LIFTS)
- 10" BASE TYPE SOIL CEMENT COMPACTED TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH
- 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
- 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
- 4" THICK CONCRETE SIDEWALK



1 RIBBON CURB WITH BRICK PAVERS
N.T.S.

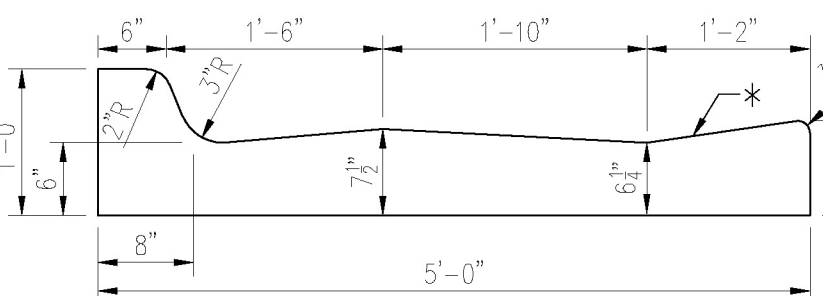


1 SAWCUT TYPICAL DETAIL
N.T.S.

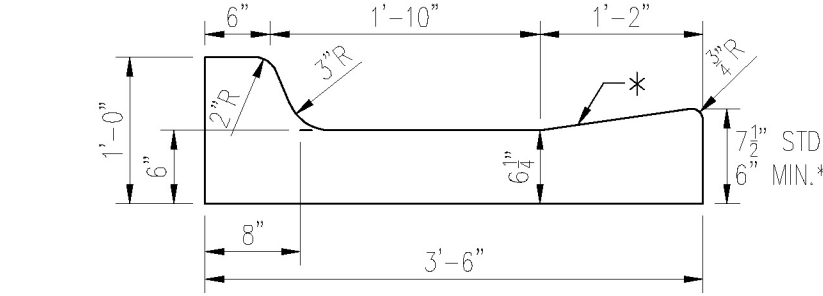


PLAN

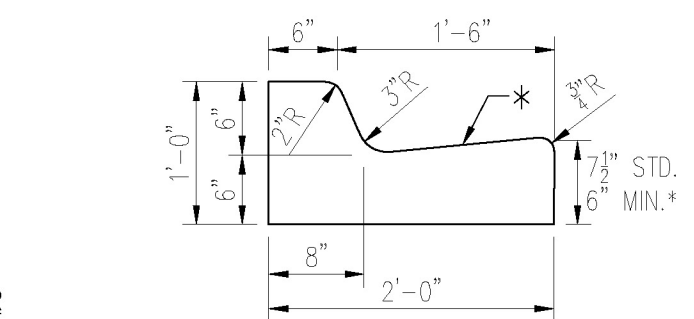
SECTION AA



SECTION BB

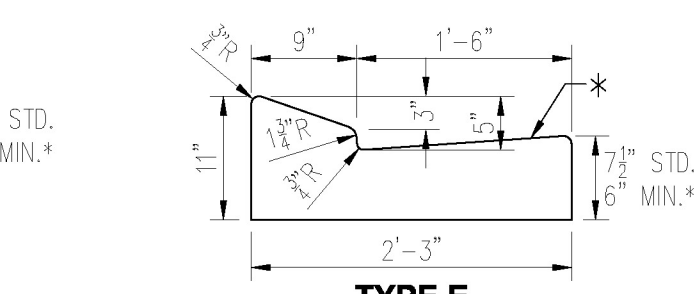


SECTION CC
VALLEY GUTTER

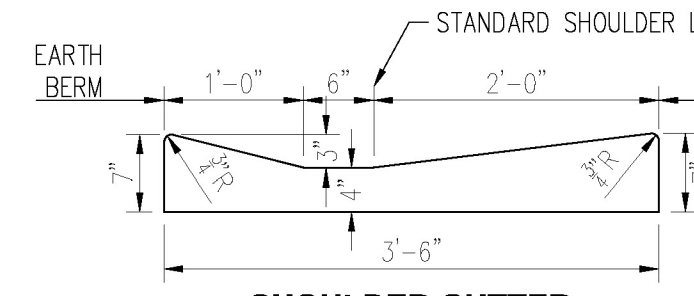


TYPE F

DROP CURB
NOTE: TO BE PAID FOR AS PARENT CURB.



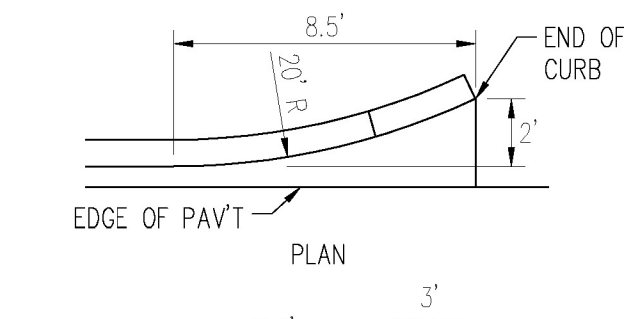
TYPE E



SHOULDER GUTTER
* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

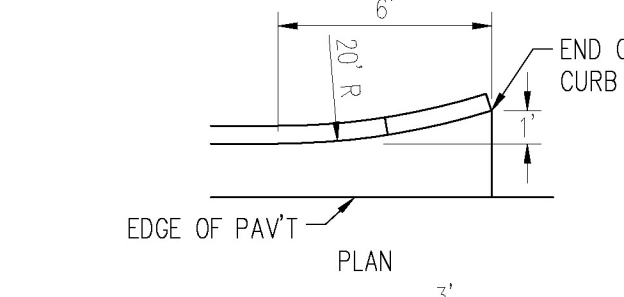
CONCRETE CURB AND GUTTER

NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE DIAGRAM RIGHT. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.



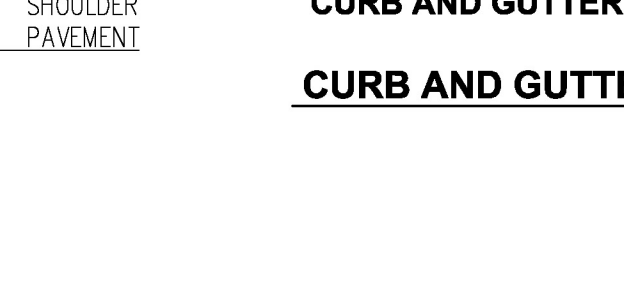
FLARED END

CURB TYPE A



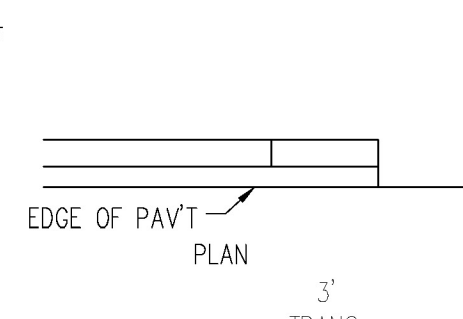
FLARED END

CURB AND GUTTER TYPES E & F

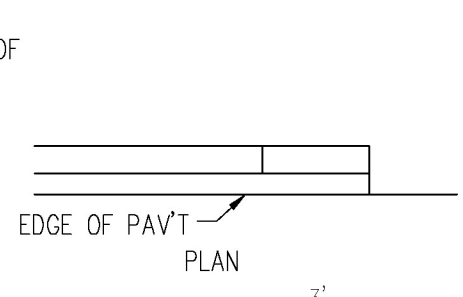


FLARED END

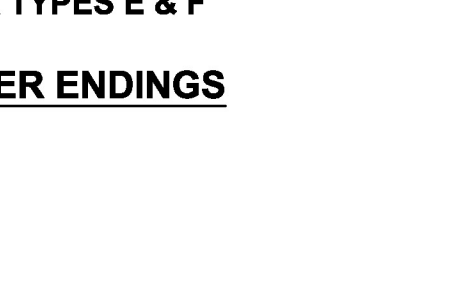
CURB AND GUTTER ENDINGS



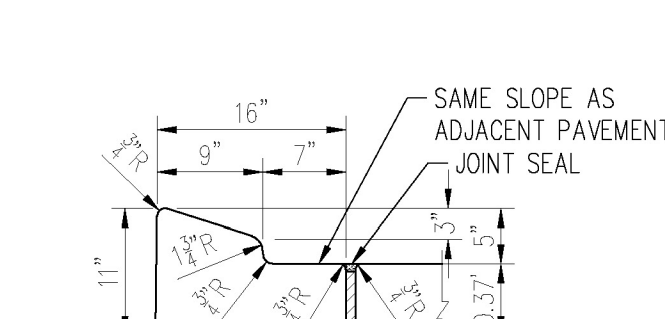
STRAIGHT END



STRAIGHT END

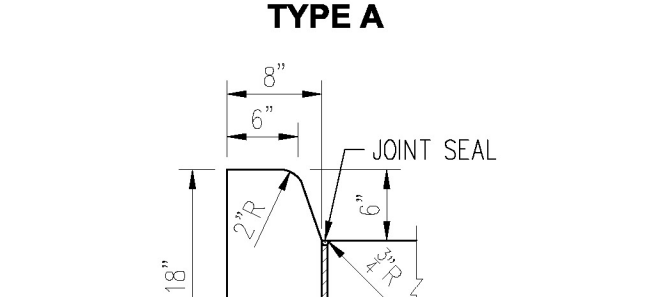


STRAIGHT END



TYPE A

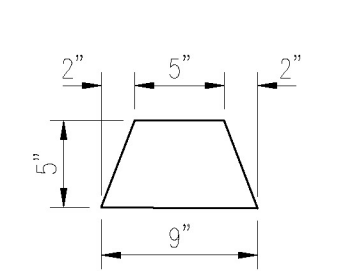
NOTE: FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE DIAGRAM RIGHT.



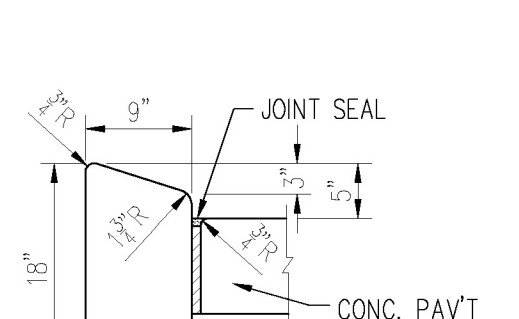
TYPE D

NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.

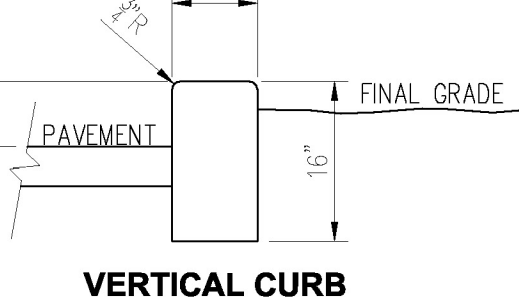
CONCRETE CURB



ASPHALTIC CONCRETE CURB



TYPE B

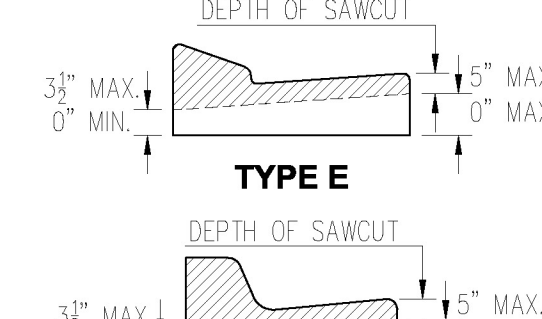


VERTICAL CURB

(COMMERCIAL PARKING AREAS ONLY)
NOTE: VERTICAL DIMENSION SHALL BE 10" FOR DROP OR HEADER CURB APPLICATIONS.

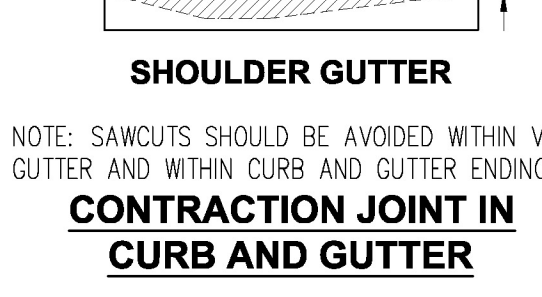


ASPHALTIC CONCRETE CURB



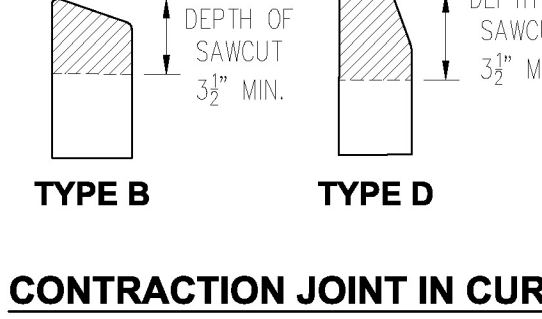
TYPE E

NOTE: SAWCUTS SHOULD BE AVOIDED WITHIN VALLEY GUTTER AND WITHIN CURB AND GUTTER ENDINGS.

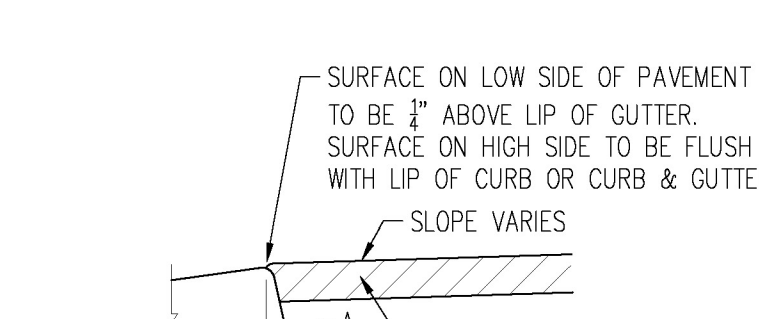


TYPE F

NOTE: SAWCUTS SHOULD BE AVOIDED WITHIN VALLEY GUTTER AND WITHIN CURB AND GUTTER ENDINGS.

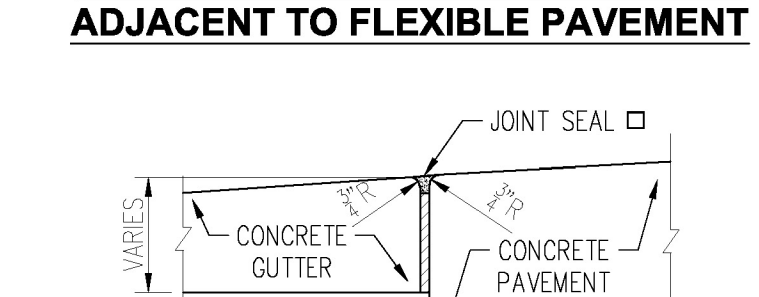


CONTRACTION JOINT IN CURB



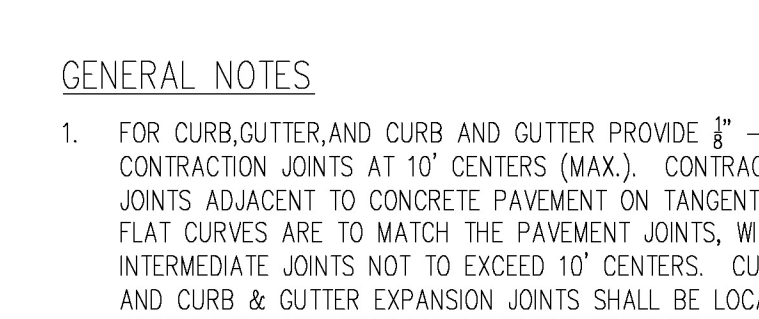
TYPE F

NOTE: SAWCUTS SHOULD BE AVOIDED WITHIN VALLEY GUTTER AND WITHIN CURB AND GUTTER ENDINGS.



TYPE F

NOTE: SAWCUTS SHOULD BE AVOIDED WITHIN VALLEY GUTTER AND WITHIN CURB AND GUTTER ENDINGS.



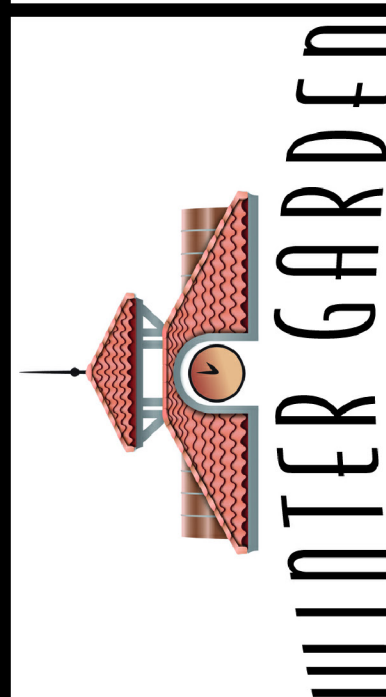
CONTRACTION JOINT IN CURB

ENDS OF CURBS TYPES B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

GENERAL NOTES

- FOR CURB, GUTTER, AND CURB AND GUTTER PROVIDE $\frac{1}{4}$ " - $\frac{1}{2}$ " CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS. WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB, GUTTER AND CURB & GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.

CITY OF WINTER GARDEN, FLORIDA STANDARDS AND SPECIFICATIONS FOR ROADWAY & DRAINAGE CONSTRUCTION



STANDARD DETAILS FOR PUBLIC SERVICES

OPTION "A"

OPTION "B"

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

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

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

NOTES:

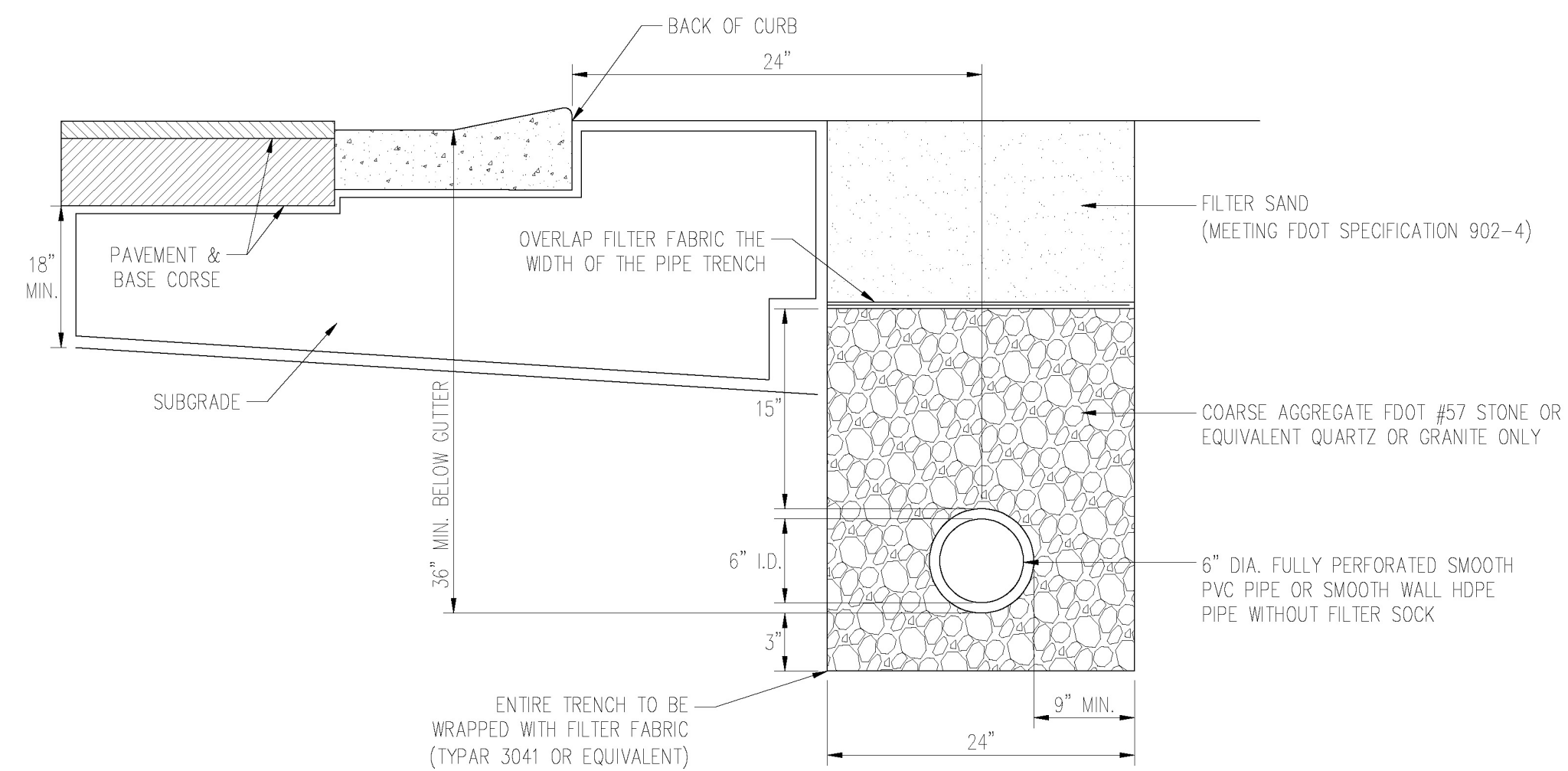
1. REDUCER TO BE NEW MAIN SIZE PLUS 2" LARGER.
2. WYE TO BE PLUGGED AND RESTRAINED AT THE END OF PIGGING.
3. AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED.
4. SAMPLE POINT TO BE LOCATED AFTER BACKFLOW PREVENTER.
5. ALL MATERIALS, PIPE, AND FITTINGS SHALL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

1 PIPE PIGGING DETAIL
N.T.S.

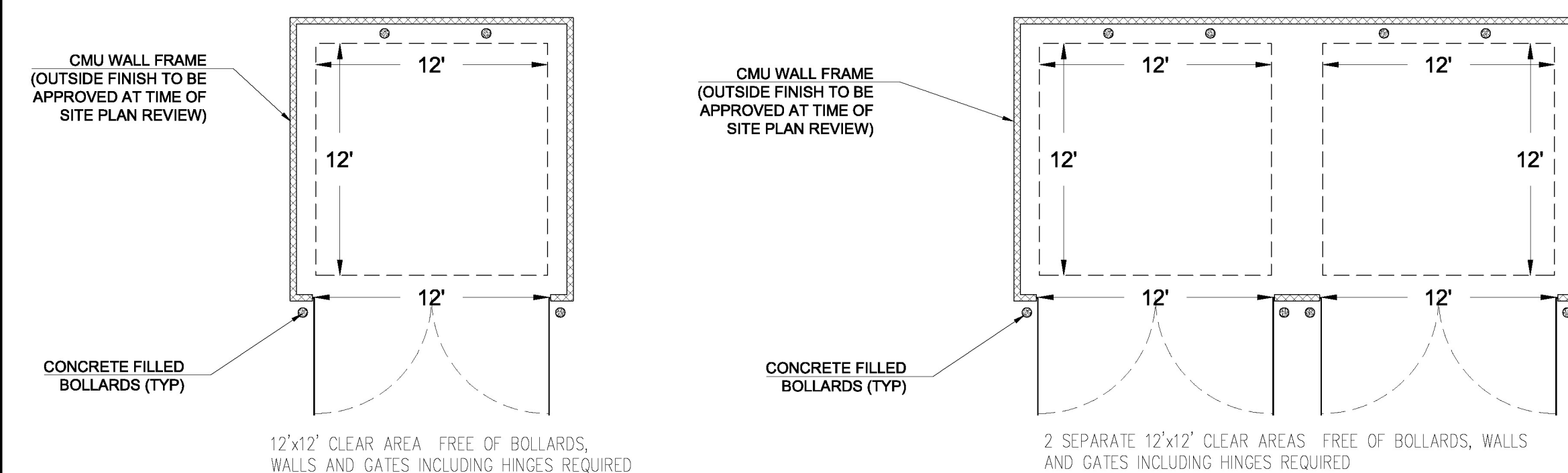
W = O.D. OF PIPE + 12" MIN. AT BOTH SIDES OF PIPE
C = VARIES W/ SOIL TYPE
(CONTACT ENGINEER OF RECORD FOR DETERMINATION IN THE FIELD)

NOTE:
ALL BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY.

5 PAVEMENT RESTORATION DETAIL
N.T.S.



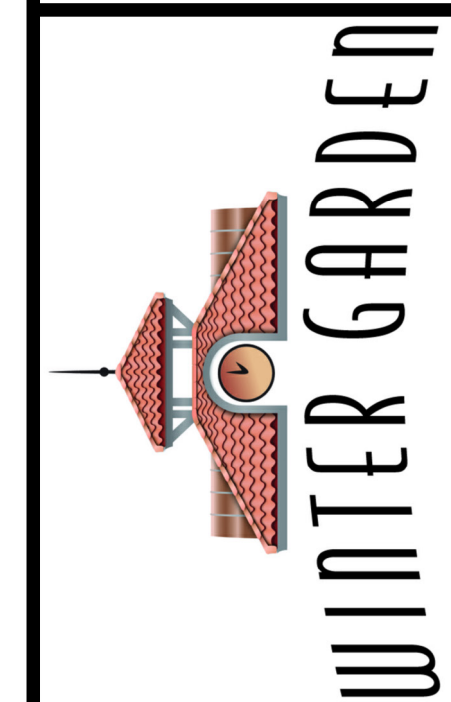
3 UNDERDRAIN DETAIL
N.T.S.



7 DUMPSTER LAYOUT DETAIL
N.T.S.

[illegible]

**CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITIES CONSTRUCTION**



STANDARD DETAILS

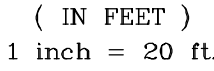
FOR

MISCELLANEOUS DETAILS

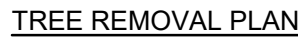
DATE
NOVEMBER 2021
SHEET

11

11 OF 11

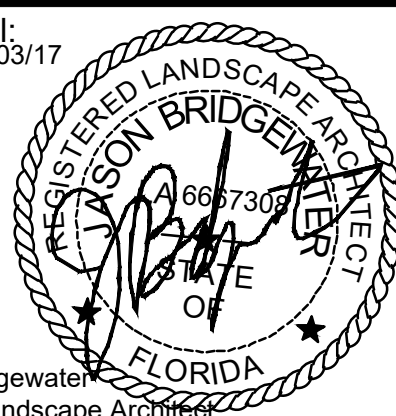


5 SIGHT VISIBILITY TRIANGLE
ZERO PLANTING BETWEEN
30" IN HEIGHT AND 6' HEIGHT



(3) 18" OAKS AND (1) 26" OAK TO BE REMOVED

DATE: 2025/03/17



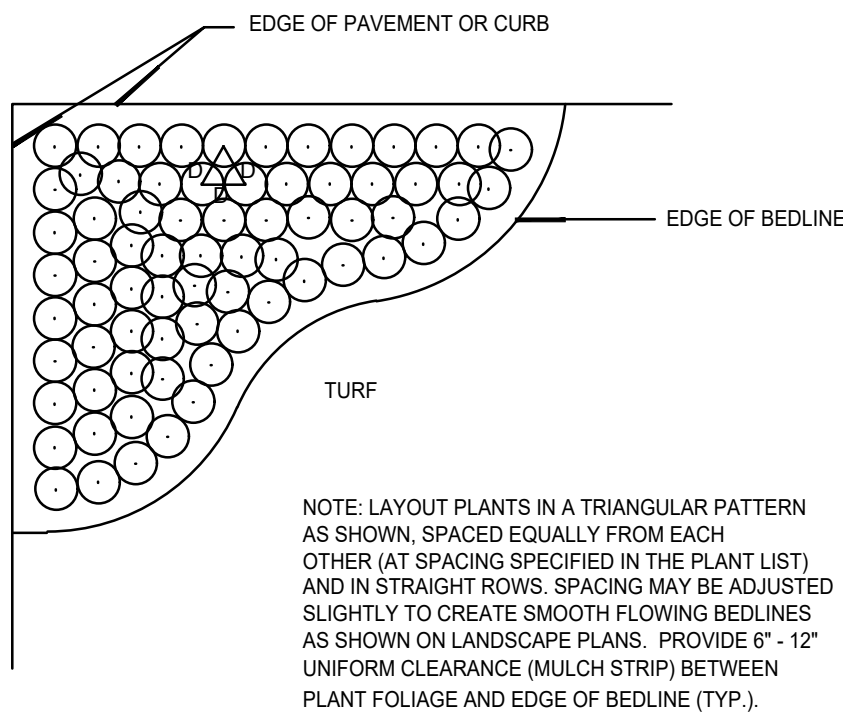
Jason P. Bridgewater
Registered Landscape Architect
FL. Registration -LA 6667308

DATE: 2023-07-11
DRAWN BY: JB
CHECKED BY: JB
SCALE: 1:20

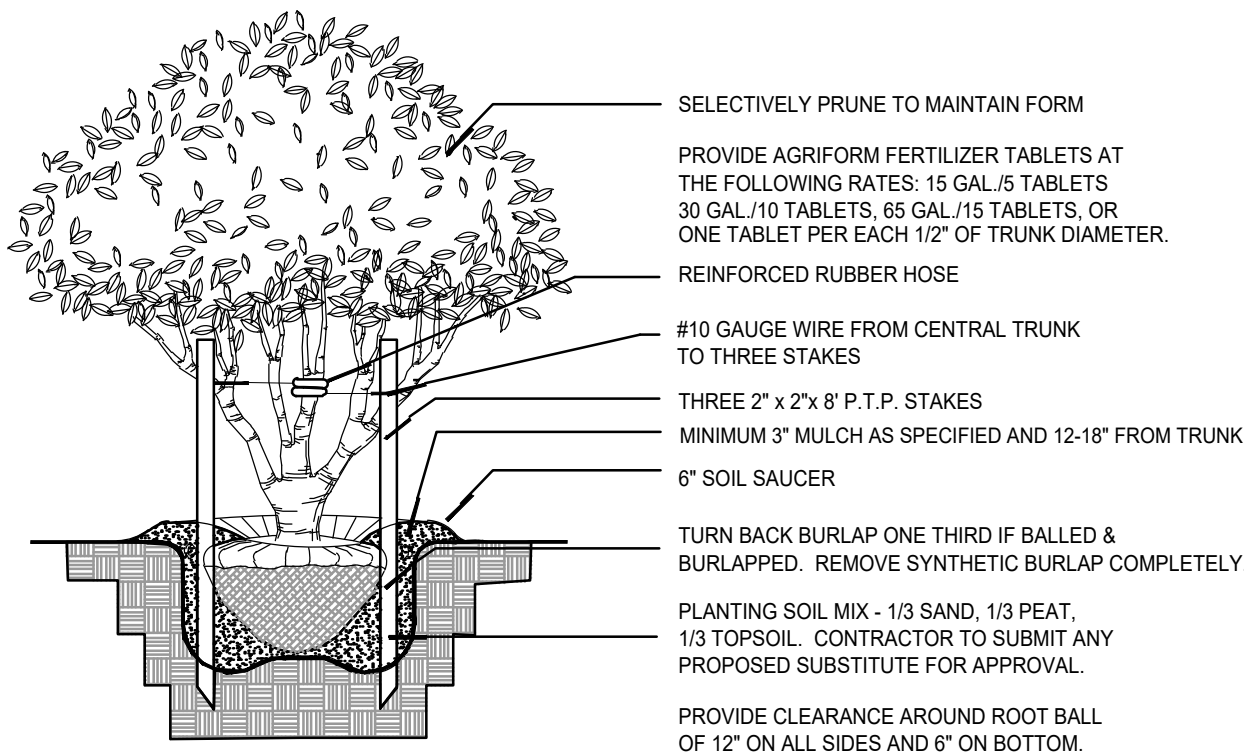
48 HOURS BEFORE YOU DIG
CALL SUNSHINE
 1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
 FLORIDA LAW REQUIRES
 EXCAVATORS TO NOTIFY
 OWNERS OF UNDERGROUND
 FACILITIES NO LESS THAN TWO
 (2) DAYS PRIOR TO EXCAVATION

LANDSCAPE
PLAN

SHEET 1 OF 4



SHRUB/GROUNDCOVER SPACING DETAIL
NOT TO SCALE



MULTI-TRUNK TREE PLANTING DETAIL
NOT TO SCALE

PROVIDE AGRIFORM (20-10-5) FERTILIZER TABLETS AT THE FOLLOWING RATES:
3 GAL./ 2 TABLETS; 1 GAL./1 TABLET.

PROVIDE 6\"/>

3\"/>

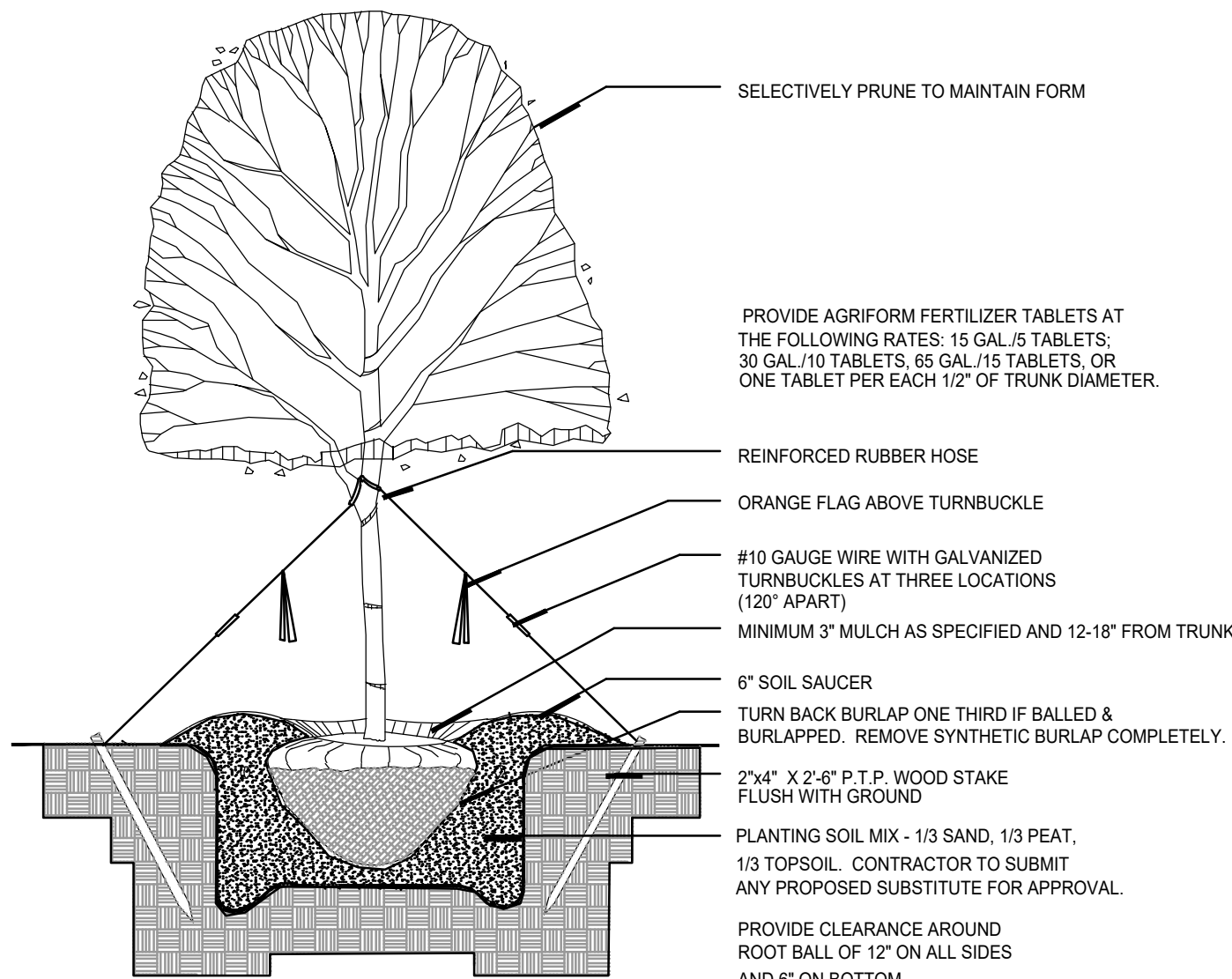
SET TOP OF ROOTBALL 1\"/>

12\"/>

PLANTING SOIL MIX - 1/3 SAND, 1/3 PEAT, 1/3 TOPSOIL. CONTRACTOR TO SUBMIT ANY PROPOSED SUBSTITUTE FOR APPROVAL.

SHRUB AND GROUNDCOVER PLANTING DETAIL

NOT TO SCALE



TREE PLANTING DETAIL

NOT TO SCALE

LANDSCAPE PLANTING NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF PESTS AND DISEASES.
2. ALL PLANTS SHALL BE FLORIDA FANCY, AS GRADED IN FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.
3. ALL PLANTS ARE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER BEFORE, DURING, AND AFTER INSTALLATION.
4. ALL SINGLE-TRUNKED TREES SHALL BE STRAIGHT TRUNKED WITH ONE CENTRAL LEADER AND HAVE A FULL, DENSE CROWN.
5. ALL TREES SHALL BE STAKED AND GUYED AS SHOWN IN PLANTING DETAILS.
6. ALL MULCH PLANTING AREAS SHALL BE A MINIMUM OF 3\"/>
7. ALL PLANTING AREAS SHALL HAVE A MINIMUM OF 3\"/>
8. ALL TREES SHALL BE FREE OF OPEN WOUNDS AND WOUND SCARS IN THE CLEAR TRUNK AREA.
9. ANY SYNTHETIC BURLAP AND/OR WIRE BASKETS MUST BE TOTALLY REMOVED PRIOR TO INSTALLATION OF PLANT MATERIAL. IF NATURAL BURLAP IS USED, IT MAY BE TURNED DOWN 1/3 OF THE ROOTBALL.

LANDSCAPE CONTRACTOR NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL LANDSCAPE PLANTING AREAS, UNTIL THE JOB IS ACCEPTED IN FULL BY THE OWNER. "IN FULL" MEANS WATERING, PEST CONTROL, MULCHING, MOWING, FERTILIZING AND RESETTING TREES THAT ARE OUT OF PLUMB.
2. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL INSTALLED PLANT MATERIAL FOR A PERIOD OF ONE CALENDAR YEAR BEGINNING ON THE DATE OF 100% COMPLETION. ANY AND ALL REQUIRED PLANT REPLACEMENTS SHALL BE MADE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
3. THE LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATIONS OF ALL PLANT MATERIAL AND PLANTING BED LINES FOR REVIEW BY THE LANDSCAPE ARCHITECT AND OWNER.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL WRITTEN PLANT QUANTITIES PRIOR TO INITIATION OF THE WORK. IN THE EVENT THAT THE PLANS CONTRADICT THE PLANT LIST, THE PLANS SHALL RULE.
5. THE LANDSCAPE CONTRACTOR SHALL BE FAMILIAR WITH AND ACCEPT THE EXISTING SITE CONDITIONS PRIOR TO INITIATION OF THE WORK. ANY VARIATION FROM THE SPECIFIED WORK SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, DRAINAGE STRUCTURES, CURBS, SIDEWALKS, AND ANY OTHER OBJECTS WHICH MIGHT BE DAMAGED DURING THE WORK.
7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ANY AND ALL NECESSARY REPAIRS TO DAMAGE CAUSED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, AND FOLLOWING ALL APPLICABLE LOCAL CODES PERTAINING TO THE PROJECT DURING THE COURSE. OF HIS WORK.

PLANT LIST						
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	DESCRIPTION	NATIVE / WATER USE	REMARKS
TREES						
IVSP	4	ILEX VOMITORIA "SCARLET'S PEAK"	SCARLET'S PEAK HOLLY	7' x 2' MIN. 1" CAL	YES / LOW	SPACE AS SHOWN GUY
LJT	6	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	8' HT x 8' SPR. / 3.5" CAL. MULTI TRUNK	NO / LOW	SPACE AS SHOWN GUY
QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	14'-16' HT x 6'-7' SPR. / 3.5" CAL.	YES / LOW	SPACE AS SHOWN GUY
SHRUBS						
RI	95	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	FULL 18" O.A.	NO / MEDIUM	30" O.C.
VO	196	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	FULL 18" O.A.	NO / MEDIUM	30" O.C.
GROUNDCOVERS						
LEG	114	LIRIOPE MUSCARI "EVERGREEN GIANT"	EVERGREEN GIANT LIRIOPE	3-4 PPP 1 GAL CAN FULL	NO / MEDIUM	24" O.C.
TA	36	TRACHELOSPERMUM ASIATICUM	DWARF ASIAN JASMINE	1 GAL CAN FULL	NO / MEDIUM	24" O.C.
SOD						
	SEE PLANS	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA SOD	SOLID, FREE OF PESTS AND DISEASES	NO / MEDIUM	FIELD VERIFY QTY.
MULCH						
	SEE PLANS	NATURAL HARDWOOD	NATURAL HARDWOOD	FREE OF DIRT AND DEBRIS, NO DYE, NO CYPRESS		FIELD VERIFY QTY.

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Florida Landscape Architecture Firm
432 Nowell Loop,
Deland, FL 32724
Office: 407 310-5567 Jason Bridgewater, RLA
Florida Water Star AP
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ASMA FAMILY COMMERCIAL

210/214 DILLARD STREET
WINTER GARDEN, FLORIDA

WINTER GARDEN, FLORIDA

REVISIONS:
No. Date Item

1	11/7/23	City Comments
2	07/05/24	City Comments
3	07/17/24	City Comments
4	9/20/24	City Comments
5	3/17/25	VISIBILITY TRIANGLE

Seal:
DATE: 2025/03/17



Jason P. Bridgewater
Registered Landscape Architect
FL Registration -LA 6667308

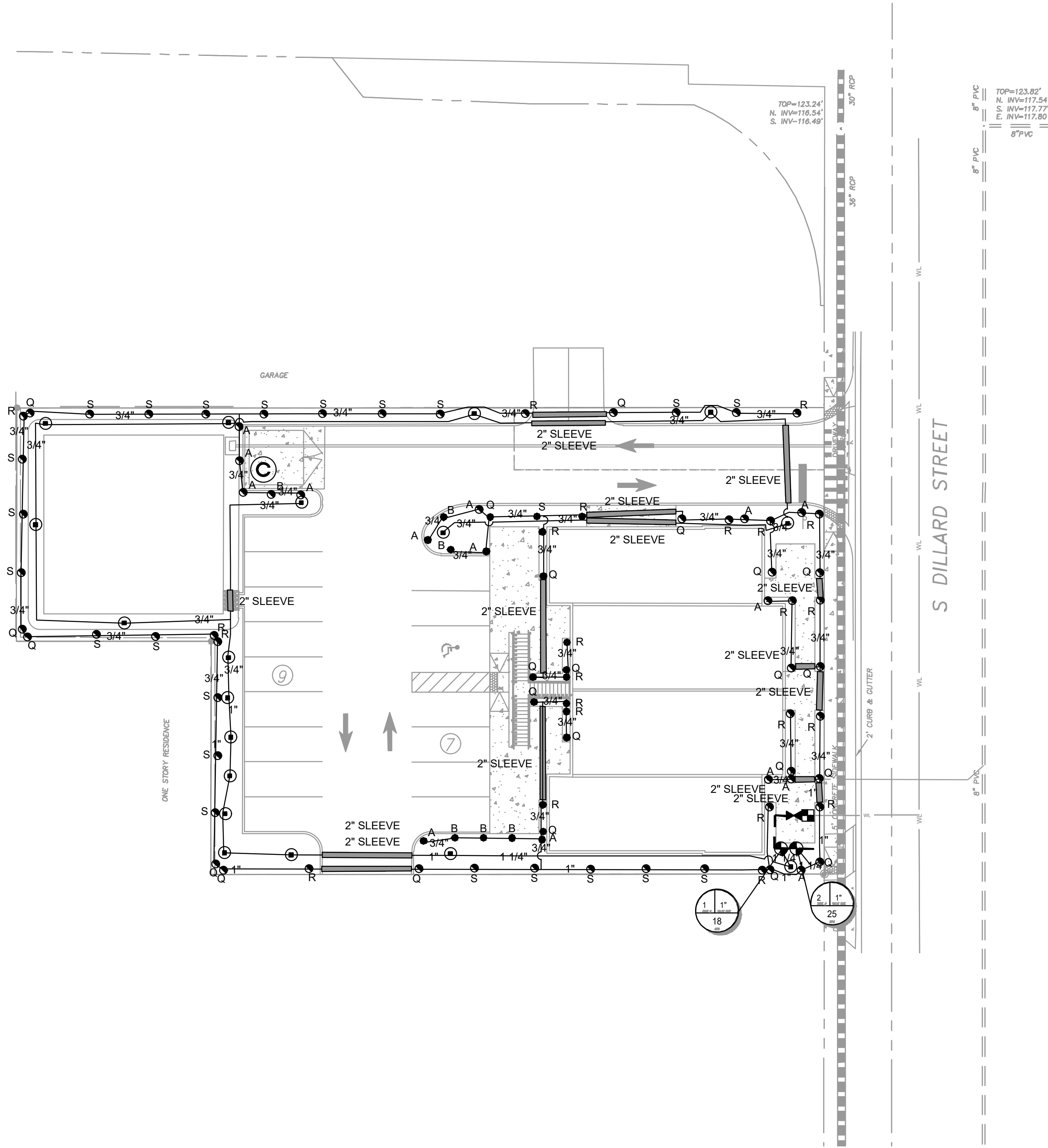
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SCALE: N.T.S.

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IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
FACILITIES NO LESS THAN TWO
(2) DAYS PRIOR TO EXCAVATION



L-2
LANDSCAPE
DETAILS

SHEET 2 OF 4



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Florida Landscape Architecture Firm
432 Nowell Loop,
Deland, FL 32724
Office: 407 310-5567
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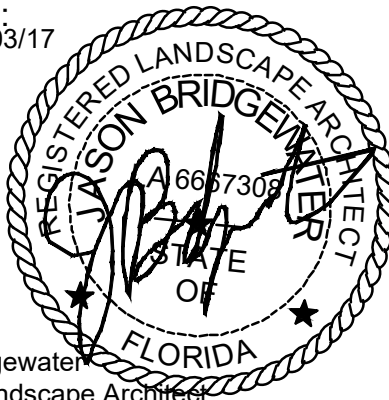
210/214 DILLARD STREET
WINTER GARDEN, FLORIDA

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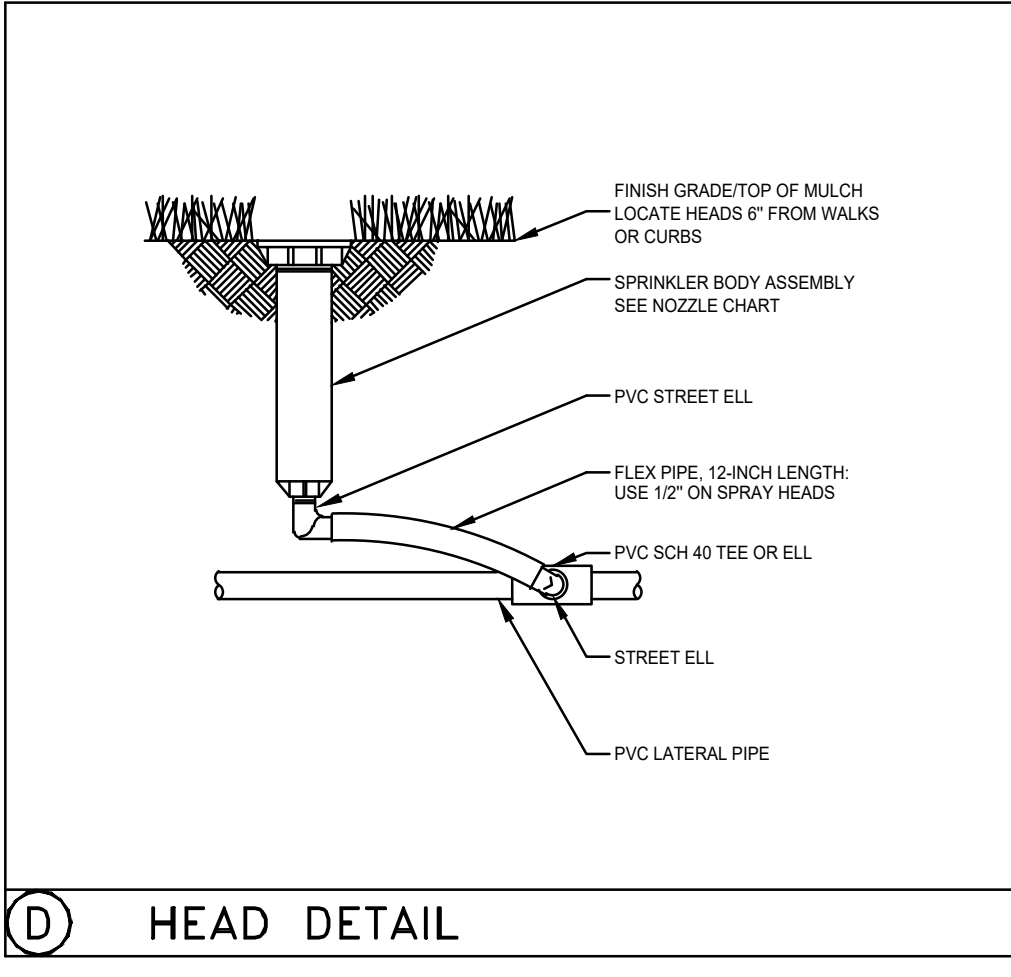
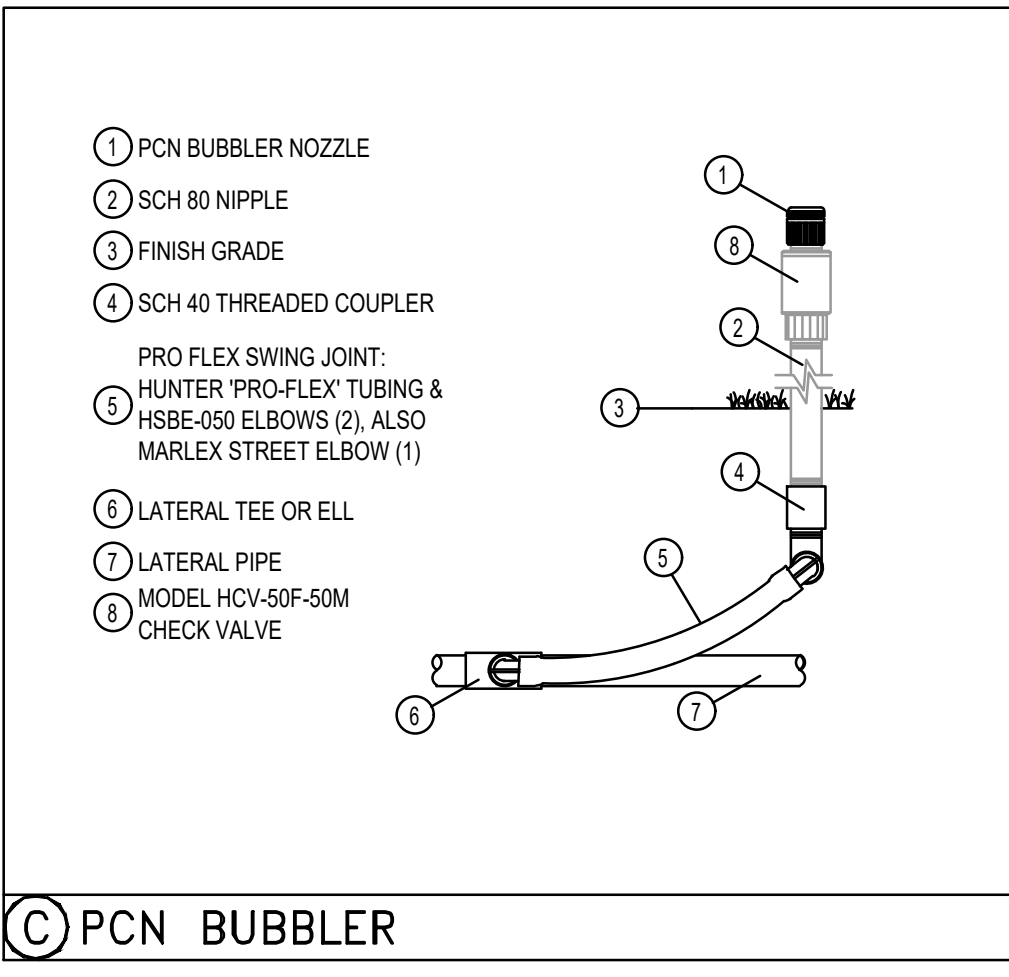
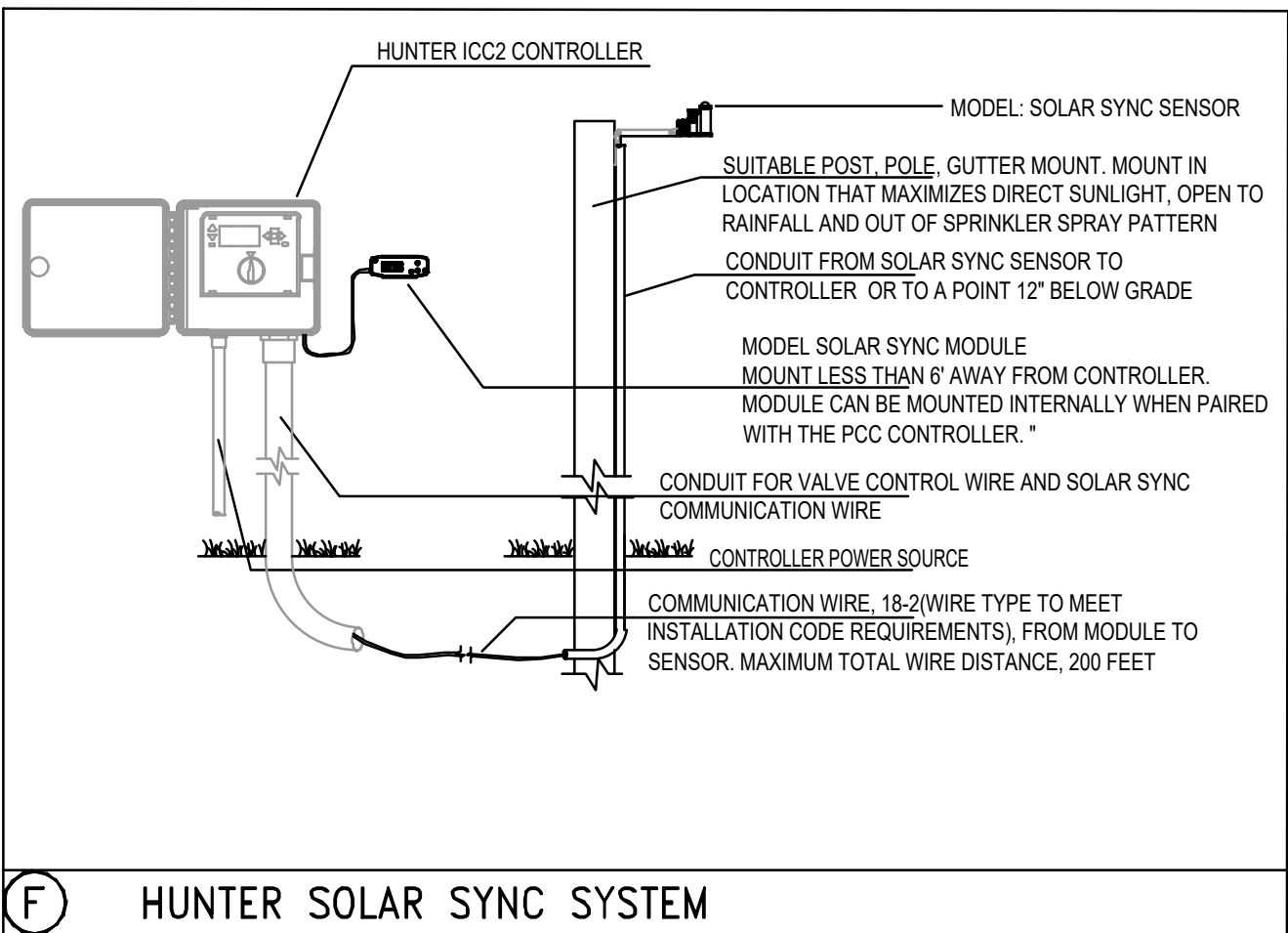
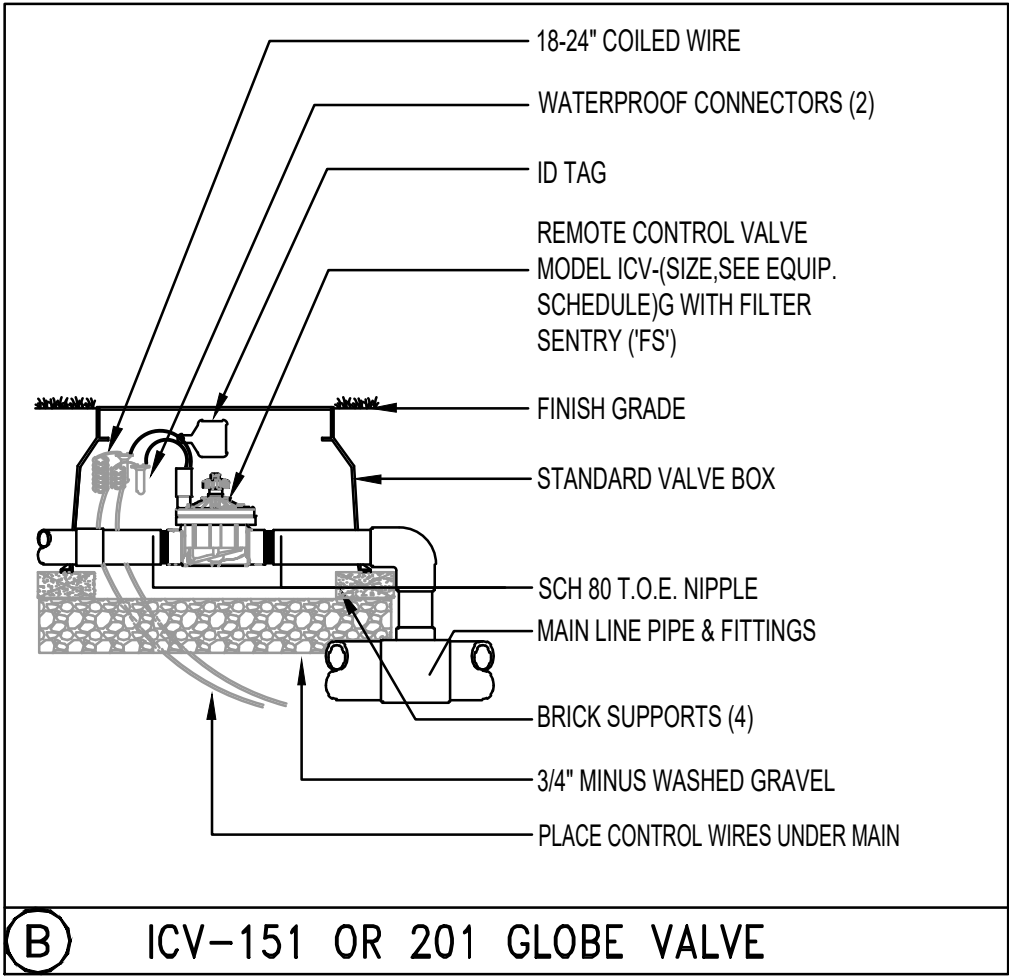
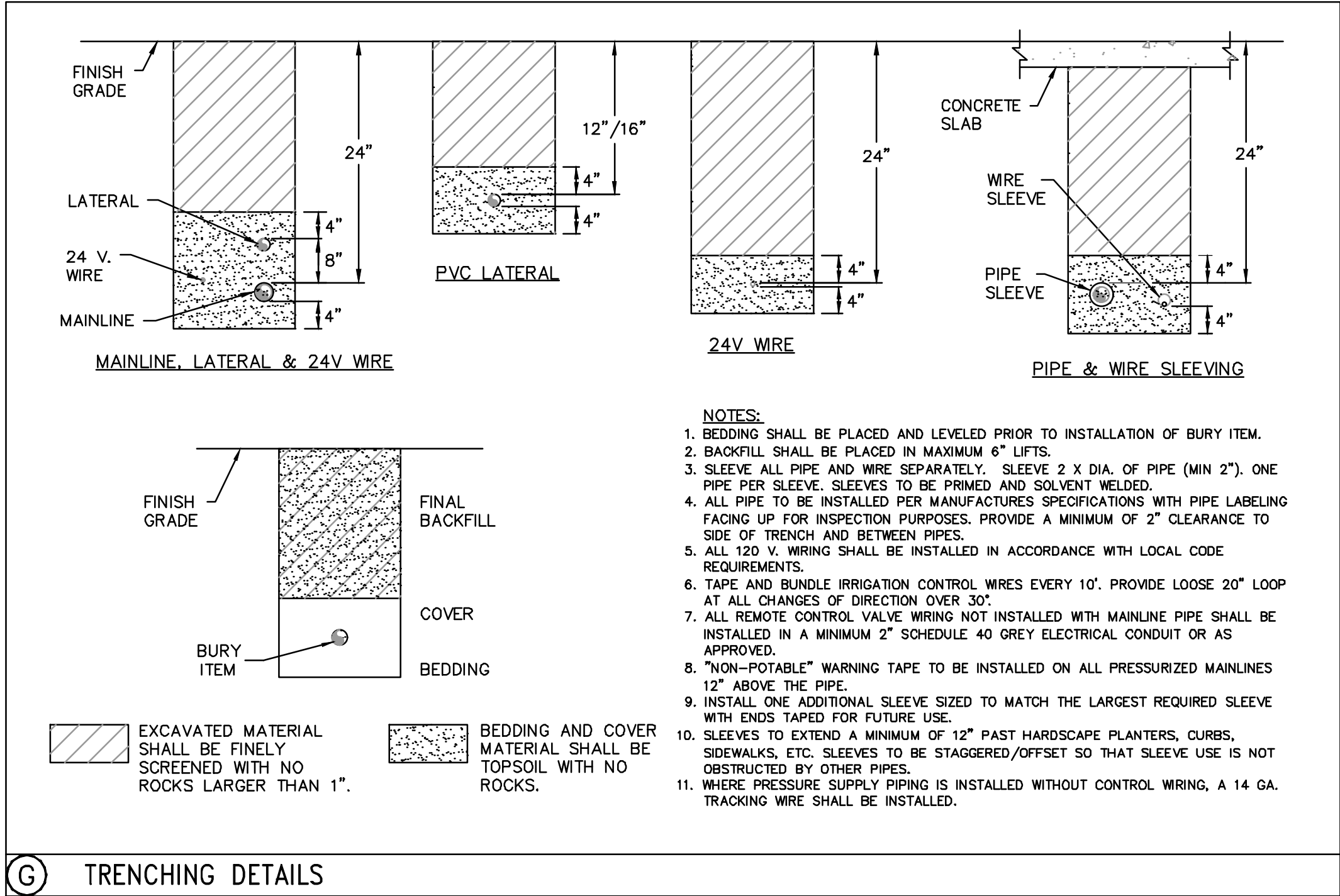
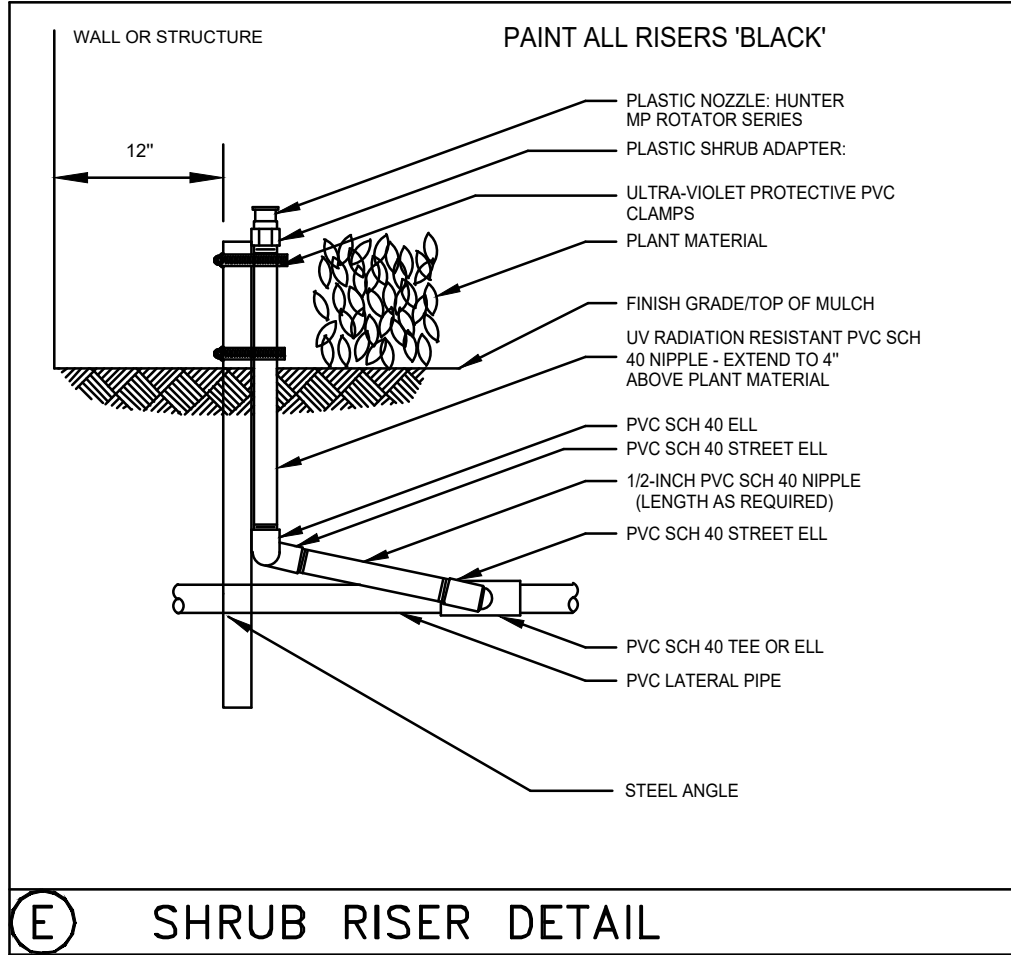
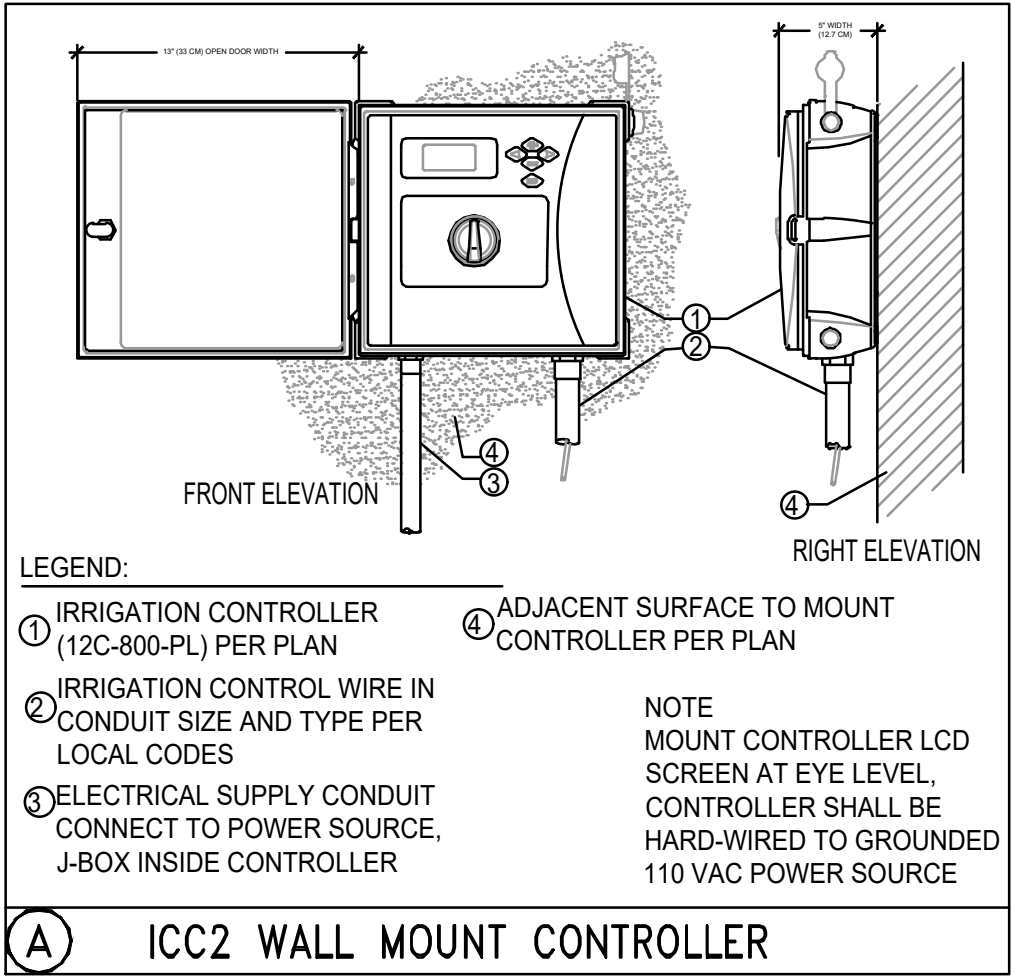
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811

L-3
IRRIGATION
PLAN

SHEET 3 OF 4

IRRIGATION DETAILS



IRRIGATION NOTES

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTORS AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" P.V.C. FLEX PIPE CONNECTION. DO NOT USE FUNNY PIPE.
- 4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES AND BUILDING WALLS.
- 5) THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING.
- 6) ALL RISERS SHALL BE PAINTED BLACK.
- 7) ALL RISERS SHALL BE STAKED WITH A STEEL ANGLE AND SECURED WITH ULTRA-VIOLET LIGHT PROTECTED P.V.C. CLAMPS.
- 8) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING SNAP-TITE CONNECTORS AND SEALANT.
- 9) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON A REPRODUCIBLE PAPER (SEPIA OR MYLAR) SHOWING ALL INSTALLED IRRIGATION. A MYLAR OR SEPIA OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- 10) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
- 11) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS.
- 12) ALL RISERS SHALL BE INSTALLED 12" FROM ANY WALL AND A MINIMUM OF 36" FROM ANY SIDEWALK, PATIO OR ROAD.
- 13) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- 14) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY HIS WORK.
- 15) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- 16) CONTRACTOR TO USE MIN. OF 12 GAUGE WIRE FOR ALL COMMON WIRES AND 14 GAUGE WIRE FOR ALL CONTROL WIRES. CONTRACTOR ALSO TO PROVIDE 3 SPARE CONTROL WIRES FOR ANY FUTURE USE.
- 17) CONCRETE THRUST BLOCKS ARE TO BE UTILIZED AT ALL MAINLINE DIRECTION CHANGES.
- 18) ALL IRRIGATION SHOWN ON PLANS IS SCHEMATIC AND DOES NOT REFLECT ALL FITTINGS AND APPURTENANCES WHICH SHALL BE INCLUDED TO PROVIDE A FULLY FUNCTIONAL IRRIGATION SYSTEM CAPABLE OF PROVIDING 100 PERCENT COVERAGE WITH A 50 PERCENT OVERLAP.

EQUIPMENT LIST

SYMBOL	DESCRIPTION	QUANTITY
	0.50 GPM BUBBLER (2 PER TREE)	36
	6" POP-UP SPRAY - HUNTER INDUSTRIES MPR40 WMP2000 NOZZELS	0
	12" POP-UP SPRAY - HUNTER INDUSTRIES MPR40 WMP2000 NOZZELS	24
	SPRAY ON RISER - HUNTER INDUSTRIES INST-00-CV-MP2000	66
	HUNTER INDUSTRIES - 4" POP-UP PGP ROTORS- PART RADIUS	0
	HUNTER INDUSTRIES - 4" POP-UP PGP ROTORS- FULL RADIUS	0
	HUNTER INDUSTRIES - I-40 ROTORS - PART 60" RADIUS	0
	HUNTER 'ICV' SERIES ELECTRIC VALVE WITH ACCU-SET PRESSURE REGULATOR 1"	2
	HUNTER 'ICV' SERIES ELECTRIC VALVE WITH ACCU-SET PRESSURE REGULATOR 1 1/2"	0
	HUNTER ICC2 8 STATION CONTROLLER, 120VOLT INSTALL WITH A SOLAR SYNC (WITH EVAPOTRANSPIRATION SENSOR AND RAIN SENSOR AND BY-PASS BOX.) GROUND WITH AN 8" COPPER CLAD ROD.	1
	1" RECLAIMED IRRIGATION METER TO PROVIDE 30 GPM AT 40 PSI	1
	1" DOUBLE CHECK VALVE BACKFLOW PREVENTOR	1
	LATERAL LINE SIZE PER PLAN	SEE PLAN
	1-1/2" MAINLINE CLASS 200 P.V.C. SIZE PER PLAN	SEE PLAN
	SLEEVEING - SCH. 40 P.V.C. MIN. DEPTH OF 24" (ALL 3" SLEEVES TO HAVE ACCOMPANYING 2" SLEEVE FOR WIRES)	SEE PLAN

IRRIGATION TO CONNECT TO RE-USE. ALL PIPING AND COMPONENTS TO USE PURPLE (PANTONE COLOR 512)

Zone Chart	GPM	Water Use	Program
Zone# 1	18	Bubblers	B
Zone# 2	25	Shrubs	A

SPRAY NOZZLE CHART

	SYM	NOZZLE	NOZZLE PATTERN	GPM
MP1000 8'-15" radius	A	MAROON	90° ADJUSTABLE ARC	.19
	B	MAROON	180° ADJUSTABLE ARC	.37
	C	LT. BLUE	210° ADJUSTABLE ARC	.43
	D	LT. BLUE	270° ADJUSTABLE ARC	.57
	E	OLIVE	360° ARC	.75
	F	BLACK	90° ADJUSTABLE ARC	.40
MP2000 13'-21" radius	G	BLACK	180° ADJUSTABLE ARC	.74
	H	GREEN	210° ADJUSTABLE ARC	.86
	I	GREEN	270° ADJUSTABLE ARC	1.10
	J	RED	360° ARC	1.47
	K	BLUE	90° ADJUSTABLE ARC	.86
	L	BLUE	180° ADJUSTABLE ARC	1.82
MP3000 22'-30" radius	M	YELLOW	210° ADJUSTABLE ARC	2.12
	N	YELLOW	270° ADJUSTABLE ARC	2.73
	O	GRAY	360° ARC	3.64
	P	TURQUOISE	45°-105° ADJUSTABLE ARC	.45
	Q	IVORY	5'x15' LEFT STRIP	.22
	R	COPPER	5'x15' RIGHT STRIP	.22
STRIPS & CORNERS	S	BROWN	5'x30' SIDE STRIP	.44
	T	PCN10	1.00 GPM FLOOD BUBBLER	1.00
BUBBLERS AND MICRO-SPRAYS	U	PCN50	.50 GPM FLOOD BUBBLER	.50
	V	SR-2Q	90° 2' RADIUS	.11
	W	SR-2H	180° 2' RADIUS	.16
	X	MS-F	360° 5' RADIUS	.50

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210/214 DILLARD STREET
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L-4
IRRIGATION
DETAILS

SHEET 4 OF 4



DILLARD STREET

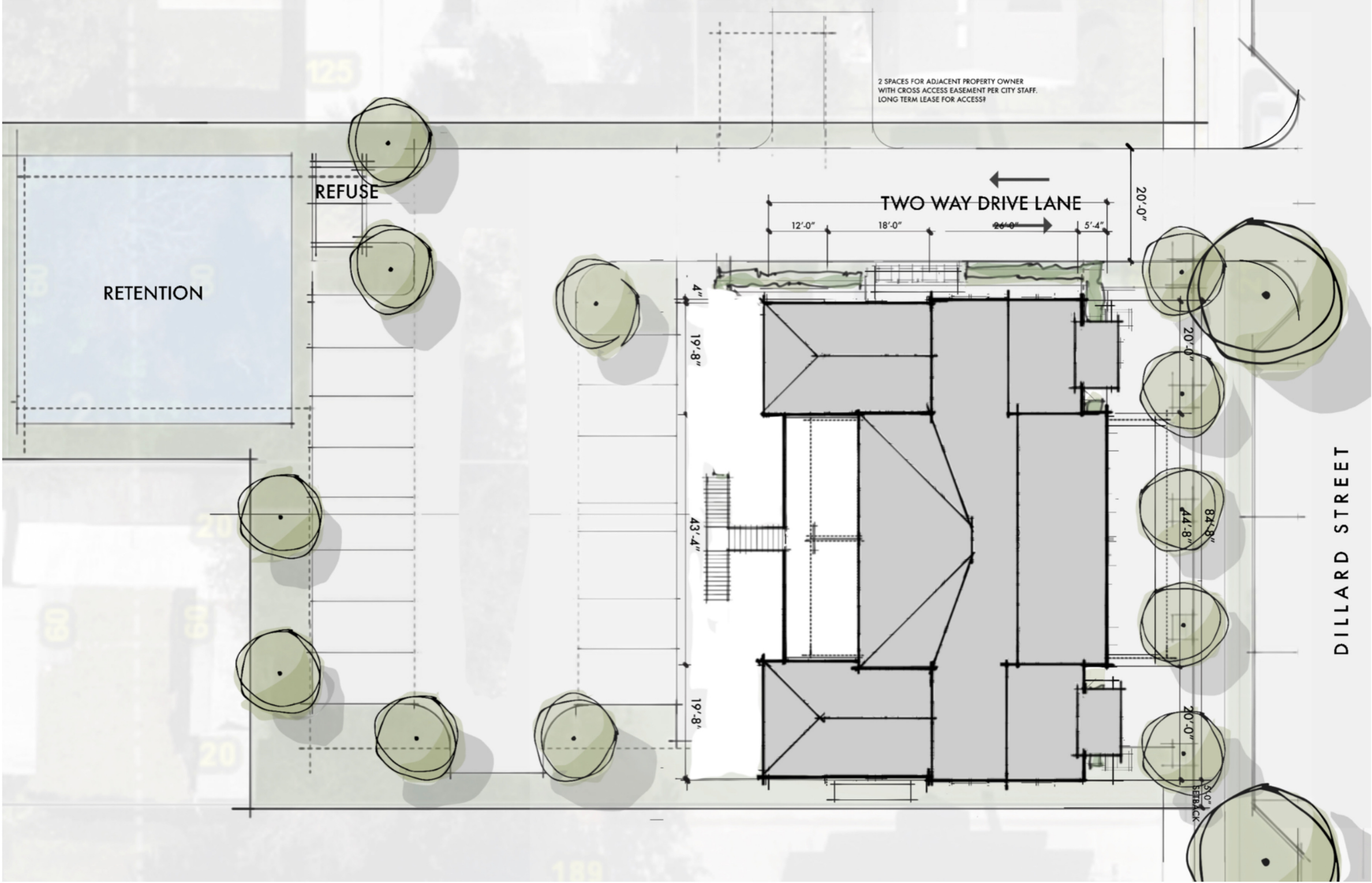
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210 / 214 DILLARD STREET

WINTER GARDEN FLORIDA

Date: 10-26-2023	MM
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Perspective view from Dillard Street



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210 / 214 DILLARD STREET
WINTER GARDEN FLORIDA

MM

Date:
02-14-2024

CONCEPTUAL LAND PLAN

ASMA FAMILY COMMERCIAL

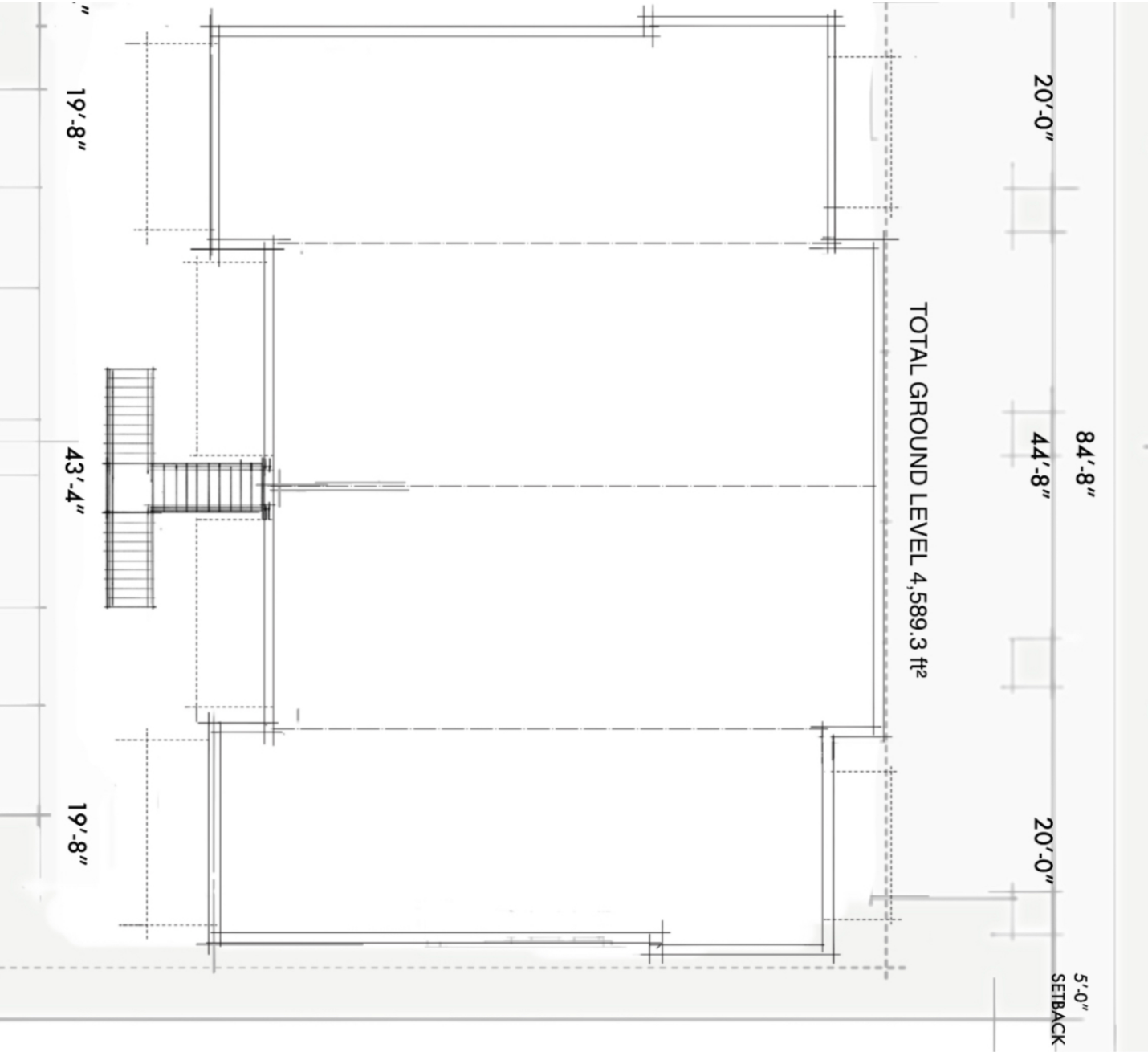
210 / 214 DILLARD STREET

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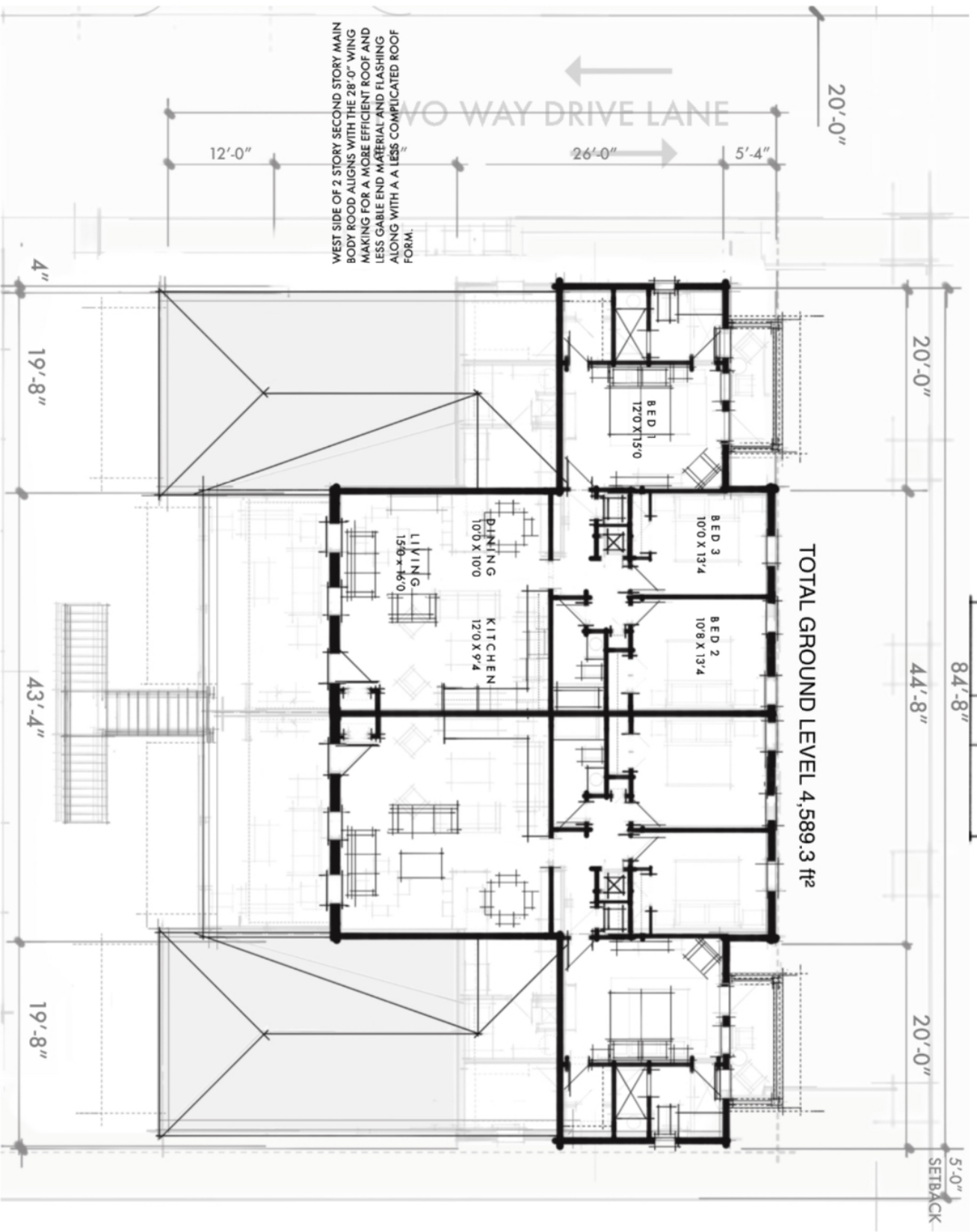
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CONCEPTUAL LAND PLAN

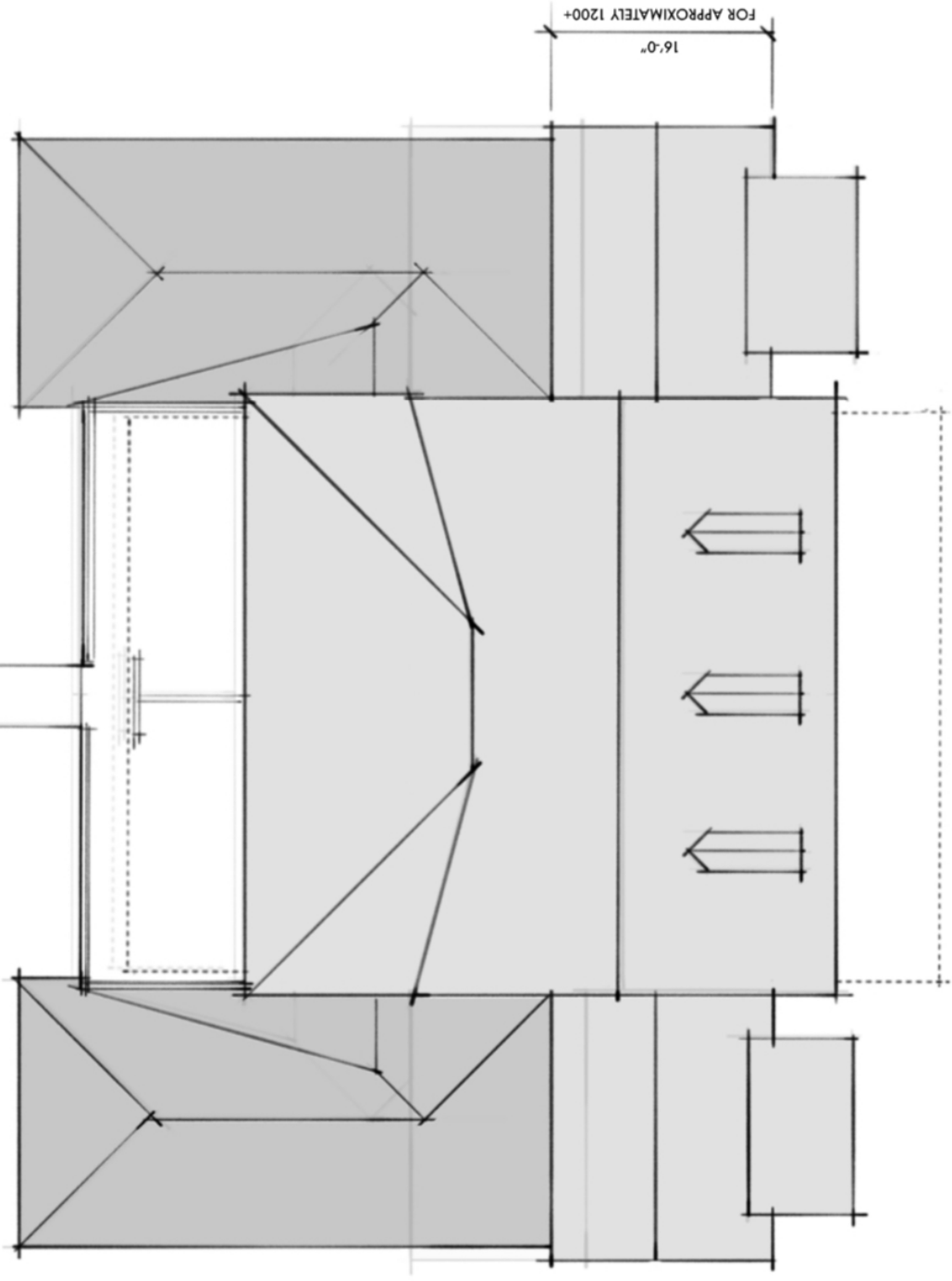
Date:
02-22-2024



FIRST FLOOR PLAN
COMMERCIAL DARK SHELL



SECOND FLOOR PLAN



LIGHT GRAY ROOF DEPICTS THE SECOND STORY ROOF
DARKER GRAY DEPICTS THE SINGLE STORY ROOF
THE VISUAL RELATIONSHIP OF THE 28' DEEP WING IS MORE BALANCED WITH THE 32' MAIN BODY GABLE.

ROOF PLAN

ASMA FAMILY COMMERCIAL
210 / 214 DILLARD STREET
WINTER GARDEN FLORIDA

MM

Date:
02-14-2024

CONCEPTUAL LAND PLAN

QUALITY ALTERNATIVES

WINDOWS

- STANDARD WINDOW IS SINGLE HUNG (SCREEN ON LOWER SASH) WHITE VINYL, WITH INTERNAL MUNTINS, INSTALLED FLUSH WITH GLAZING PROJECTING BEYOND WALL PLANE
 - **ALTERNATIVE 1: EXTERNAL MUNTINS** - THIS ADDS TEXTURE, INCREASING THE DIVERSITY OF ELEMENTS OF THE WALL PLANE, AND PROVIDES HISTORIC AUTHENTICITY.
 - **ALTERNATIVE 2: INSET WINDOW 2"** - FURTHER ADDING TEXTURE, SHADOW LINES, AND HISTORIC AUTHENTICITY. THIS INSET SHOWS THE WALLS HAVE SUBSTANCE AND A WEIGHT NOT SEEN WHEN THE GLAZING IS FLUSH WITH THE WALL PLANE.
 - **ALTERNATIVE 3: DOUBLE HUNG** - THIS IS THE ORIGINAL HISTORIC WINDOW TYPE. THE TOP SASH IS A SEPARATE COMPONENT, IS OPERATIONAL AND CREATES ADDITIONAL SHADOW LINES. THE SCREEN COVERS THE ENTIRE WINDOW.

ENTRY DOORS

- STANDARD DOORS ARE FIBERGLASS WITH MULTIPLE SELECTIONS OF STYLES, GLAZING AND FINISHES
 - **ALTERNATIVE 1: CUSTOM WOOD** - DEPENDING ON SOLAR ORIENTATION, PORCH SHADING, YOUR WILLINGNESS FOR MAINTENANCE, THE FIR OR MAHOGANY DOOR OPTIONS CAN BE A HIGHLIGHT COMPONENT OF YOUR HOME.
 - A: 42" WIDE INSTEAD OF 36" WIDE DOOR
 - B: 2 1/4" THICK DOOR INSTEAD OF 1 3/4"

PORCH (PUBLIC VIEW)

- STANDARD PORCH INCLUDES A CLAY BRICK EDGE MORTARED WITH THE FLOOR OF THE PORCH IN THE MATCHING CLAY BRICK SET IN SAND FINES NOT MORTARED.
 - **ALTERNATIVE 1: MORTARED BRICK FIELD** - THIS OPTION REQUIRES A CONCRETE SLAB.
 - **ALTERNATIVE 2: WOOD FRAMED PORCH FLOOR** - THIS OPTION HAS A PIER FOUNDATION WITH PRESSURE TREATED FLOOR JOISTS WITH A COMPOSITE DECKING MATERIAL
 - A: CUMARU OR IPE IS A TYPE OF SUSTAINABLE TEAK THAT IS A NATURAL PRODUCT FOR THE FLOORING.

PORCH CEILING

- STANDARD PORCH CEILING IS A EXTRUDED VINYL WHICH IS COLOR FAST AND NOT PAINT. THIS IS AN EASILY MAINTAINED PRODUCT BEST UTILIZED WHEN NOT NEEDING SEAMS DUE TO OVERSIZED CEILINGS.
 - **ALTERNATIVE 1: HARDIE PANEL WITH BATTENS** - HARDIE PANEL AND ASSOCIATED TRIM IS A NO ROT PAINTED PRODUCT THAT CAN ENHANCE THE VISUAL FELL OF THE PORCH. THE MOST POPULAR COLOR COICE OTHER THAN WHITE IS A SKY BLUE.
 - **ALTERNATIVE 2: WOOD TONGUE AND GROOVE** - THE PINE TONGUE AND GROOVE CAN BE PAINTED OR STAINED. CYPRESS IS ANOTHER SPECIES SELECTED THAT IS USUALLY FINISHED WITH A MATTE CLEAR SEALER.
 - **ALTERNATIVE 3: AZEK OR EQ SOLID CPVC** - THIS PRODUCT HAS A SIMILAR LOOK TO THE TONGIE AND GROOVE PINE BUT DOES NOT HAVE ANY DEGRADING FACTORS.

EAVES

- STANDARD SOFFITED EAVES INCLUDE A EXTRUDED VINYL SOFFIT. (NON-OPEN TAILS)
 - **ALTERNATIVE 1: HARDIE SOFFIT** - THIS THIS IS A SOLID CEMENTITIOUS BOARD EITHER VENTED OR NON-VENTED DEPENDING ON INSULATION TYPE USED. PAINTED TRIM COLOR.
 - 5/4

30 West Smith Street
Winter Garden FL

ASMA FAMILY COMMERCIAL
210 / 214 DILLARD STREET
WINTER GARDEN FLORIDA

MM

Date:
02-22-2024

CONCEPTUAL LAND PLAN



DILLARD ELEVATION
WEST



PARKING ELEVATION
EAST



LEFT ELEVATION
NORTH



RIGHT ELEVATION
SOUTH

MORRISSEY
DESIGN STUDIO

30 West Smith Street
Winter Garden FL

ASMA FAMILY COMMERCIAL
210 / 214 DILLARD STREET
WINTER GARDEN FLORIDA

MM

Date:
04-11-2023

CONCEPT SECOND LEVEL AND
ELEVATION

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

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

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JUNE 5, 2025
SUBJECT: REVIEW OF SITE PLAN – DILLARD MIXED USE BUILDING
210 & 214 SOUTH DILLARD STREET – 3rd Review

Pursuant to your request, we have reviewed the revised site plan dated 4/02/25 for compliance with the City's stormwater and site requirements. The project proposes a 2-story mixed use building of 7,912 s.f. on the 0.527 acre parcel that is now zoned PCD. This was submitted in response to our comments of 2/06/25 and DRC meeting of 2/26/25 where it was referred to staff review only.

ENGINEERING COMMENTS

We 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):

1. General Requirements:
 - 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. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
2. Dillard Street is proposed to be reconfigured – all design and construction shall be coordinated with that work.
3. The right-of-way acquisition for the Dillard Street improvements may have resulted in cross access or parking agreements/easements (i.e. 2 parking spaces on north side shown to be constructed by others).
4. Demolition permit required to remove existing buildings.
5. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all required water, irrigation and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits.

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.

According to the plans there will be (3) ¾” potable meters, and (1) 1” irrigation meter. Based on the above, the utility impact fees are as follows:

¾” Potable Meter	3 ea. @ \$1,086.00	=	\$3,258.00
Wastewater for ¾” meter	3 ea. @ \$1,767.00	=	\$5,301.00
1” Irrigation water meter	1 ea. @ \$2,715.00	=	\$2,715.00
TOTAL			= \$11,274.00

(does not include connection/installation fee; **coordinate with Utility Billing on any credits for existing meters**)

6. Pavement restoration for water connection on Dillard Street shall extend 25 feet on each side of the trench (as shown).
7. Minimum 5’ wide concrete sidewalks shall be constructed along all street frontages pursuant to Code. Any damaged, broken or cracked sections (including existing curbs and pavement) shall be replaced prior to issuance of certificate of occupancy.
8. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met. All irrigation on the site shall be designed to be supplied by reclaimed water – separate irrigation meter required.
9. A separate tree removal permit is required to remove any trees. Coordinate with Building Department.
10. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
11. Permit or modification from SJRWMD is required as well as permits or exemptions from FDEP for water, wastewater and NPDES as may be appropriate.
12. Traffic study may be required – see Planning Dept. comments.
13. 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.
14. All on-site utilities shall be privately owned and maintained.
15. Fire sprinkler systems will be required on all buildings over 6,000 s.f. with Point of Service (POS), backflow prevention, etc. shown. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor. Review and approval by Fire & Building Departments required.
16. All dumpsters shall be enclosed and shall provide 12’ minimum inside clearance (each way inside of bollards and gate hardware), and access by solid waste vehicles. Coordinate additional requirements with Public Services Department, Solid Waste Division.
17. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
18. Internal sidewalks shall connect to the public sidewalks in the right-of-way per ADA.

FIRE COMMENTS

19. No additional comments.

PLANNING COMMENTS

20. All signage shall adhere to City Code Chapter 102 – Signs.

STANDARD GENERAL CONDITIONS

21. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
22. All work shall conform to City of Winter Garden standards and specifications.
23. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
24. 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.
25. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
26. 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.
27. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon Williams, City Manager

Date: June 3, 2025

Meeting Date: June 12, 2025

Subject: Eight Waves Corporation – Ground Lease Agreement

Issue: The Eight Waves Corporation is a local nonprofit organization based in Winter Garden that serves under-resourced children, youth and families through an array of enrichment services to include reading intervention, mentorship, life experiences and family stability. Eight Waves has outgrown its current facility and now needs to expand its footprint to include a children's museum. To help facilitate this, City of Winter Garden and the Eight Waves Corporation have agreed to enter into a 30-year ground lease agreement to govern the use and terms of the relationship involving the real property owned by the City located at 971 E Plant Street, Winter Garden, FL. Eight Waves plans to improve, develop and operate on this property in 2 phases. With the plan for a children's museum plus expanded programming, this facility, located in Winter Garden, will be a first for the Central Florida region to impact many more children and families with learning enrichment.

Recommended Action: Staff recommends approval authorizing the City Manager to execute the ground lease agreement between the City of Winter Garden and the Eight Waves Corporation.

Attachment(s):

Ground Lease Agreement
Related Exhibits

GROUND LEASE AGREEMENT

by and between

THE CITY OF WINTER GARDEN, a Florida municipal corporation (“Lessor”),

and

EIGHT WAVES CORPORATION, a Florida not-for-profit corporation (“Lessee”).

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this ____ day of _____, 2025, (the “**Effective Date**”) by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, hereinafter referred to as “**Lessor**”, and **EIGHT WAVES CORPORATION**, a Florida not-for-profit corporation, hereinafter referred to as “**Lessee**”.

RECITALS

WHEREAS, the Lessor is the owner of the certain real property located at 971 East Plant Street, Winter Garden, Florida, 34747, Orange County Tax Parcel ID No. 13-22-27-0000-00-024 consisting of approximately 2.57 acres (the “**Property**”) being more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by this reference; and

WHEREAS, Lessee desires to lease a substantial portion of Property owned by the Lessor but not the south 45 feet being used for the East Plant Street right-of-way; the Property less the south 45 feet is herein referred to as the “**Premises**”; and

WHEREAS, as of the Effective Date of this Lease, the Premises is currently vacant land; and

WHEREAS, it is the mutual desire of the parties hereto that the Premises be developed, improved, operated and maintained as a “Children’s Museum” maintained and operated by Lessee which benefits the residents of Winter Garden; and

WHEREAS, the Lessee must develop, improve, operate and maintain the Premises generally in accordance with the conceptual development plan attached hereto as **Exhibit “B”** subject to Lessee obtaining applicable permits and development orders (the “Children’s Museum Project”); and

WHEREAS, the Lessee will design the conceptual development plan in conformity with applicable zoning and overlay plans and will develop the conceptual development plan in two Phases (namely Phase I and Phase II) to be determined later and collaboratively with City staff; and

WHEREAS, in light of the foregoing the Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises and further mutually desire to memorialize certain promises, agreements, covenants and expectations pertaining to the matters as provided for herein.

NOW THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as material provisions of this Lease.

2. **Premises.** Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, hereby demises and leases unto Lessee, and said Lessee hereby leases and takes from Lessor upon the terms and conditions which hereinafter appear, the Premises, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called “**Restrictions**”).

3. **Term.** The term of this Lease (“**Term**”) shall be thirty (30) years, beginning on the Effective

Date and terminating at midnight on [_____, 2055] (i.e. the date that is thirty (30) years after the Effective Date), subject to earlier termination as herein set forth. Lessee shall have the right and option to extend the Term of this Lease for up to three additional (10) year terms after the expiration of the original term or the then applicable renewal term, provided that Lessee is not in default under this Lease and Lessor does not send written notice to Lessee of Lessor's intent to not renew the Term at least six (6) months prior to the end of the then current Term. Each renewal extension shall be under the same terms, conditions, and covenants as set forth in this Lease for the original term. If Lessee elects to exercise any of the renewal options, Lessee shall as to each such renewal, give written notice to that effect to the Lessor at least three (3) months before the expiration of the then current term. If Lessee elects to terminate the Lease in any calendar year during the then current term, it shall provide Lessor no less than six (6) months written notice.

If Lessee does not obtain a building permit and commence construction of the Children's Museum Project on the Premises on or before December 31, 2026, then the Lessor shall have the right to terminate this Agreement upon written notice to Lessee without cost or penalty and immediately retake possession of the Premises. The date to obtain a building permit and commence construction may be extended in increments of six (6) months upon mutual agreement of Lessor and Lessee. Once construction of the Children's Museum Project commences, it must be completed within eighteen (18) months from the date of construction commencement and may be extended in increments of six (6) months upon mutual agreement by the Lessor and Lessee.

Lessor agrees that Lessee shall have no obligation to continue with this Lease if costs to construct the Children's Museum Project and Improvements exceed Nine Million Dollars (\$9,000,000). Should Lessee incur construction costs for the Children's Museum Project and its Improvements exceeding Nine Million Dollars (\$9,000,000), Lessee may notify Lessor in writing and this Lease shall thereupon terminate immediately. In such event, each of the parties shall be released from any and all liability and responsibility hereunder.

4. **Compensation.** As consideration for the leasehold estate granted herein, Lessee shall pay Lessor Ten Dollars (\$10.00) per year on the Effective Date and on each annual anniversary of the Effective Date during the entire Term. Lessee may prepay this amount at any time during the Term of this Lease Agreement without penalty. Lessee shall also reimburse Lessor for ad valorem taxes, special assessments, fees, charges and any other expenses incurred by Lessor as result of Lessee's use of the Premises or any expense related to the Premises arising during the Term or as otherwise set forth in this Lease. Lessee shall also pay, within ten (10) days of Lessor sending written notice to Lessee, as additional rent all sums, impositions, costs, expenses, and other payments which Lessee assumes or agrees to pay in any of the provisions of this Lease, and in the event of any nonpayment thereof, Lessor shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law or in equity in the case of nonpayment of rent. The Lessee and Lessor acknowledge that the Rent amount is substantially below market. In the event that Lessee holds over possession without permission after termination of the Term, Lessee will owe the Lessor damages in the amount of the fair market rent of the Premises for each day that the holdover exists.

5. **Use of the Premises.**

A. Lessee shall use the Premises for the construction, operation, maintenance and repair of a Children's Museum to serve and benefit under-resourced children and families (primarily residing within the local community), but for no other use without Lessor's prior written consent. The use of the Premises must align with Lessee's mission statement presented to Lessor before the execution of this Agreement. The Lessee will construct the Children's Museum Project in Two Phases – as generally identified in Exhibit "B" attached hereto. If Lessee desires to add additional phases of construction to the Premises for ancillary enrichment programing facility space, the Lessee must present such plans to the Lessor for review and approval (which may be withheld in Lessor's reasonable discretion) before Lessee submits application(s) for any development order or permit for such additional construction to construct such. If at any time during the Term of this Lease, the Lessee fails to use and operate the Children's Museum Project on the Premises, then Lessee will be in material default of this Lease. Lessor reserves upon itself the right to operate, maintain, repair and replace any public utilities that may

be present upon the Premises.

B. Lessee shall design, permit and construct a building and site improvements (“Improvements”) upon the Premises for the purposes of providing a local Children’s Museum in compliance with the applicable land development regulations and other applicable federal, state and local government statutes, ordinances, rules and regulations and conditions of development permits and approvals. The architectural design of the building and an engineered site plan generally consistent with the conceptual plan attached as Exhibit “B” showing the proposed location, size and configuration of the building and site improvements must be submitted to the Lessor (as the owner of the Premises) for review, comment and approval (or rejection) prior to seeking permits and governmental approvals for their installation and construction, including from the City of Winter Garden as a governmental permitting and approval authority. An approval of the design drawings and engineering site plan for the proposed improvements by Lessor, as the owner of the Premises, in no way is an agreement to issue development permits or approvals or guarantees or ensures that Lessee will receive the required development permits and approvals from the City of Winter Garden during its standard development review and approval process. No development and construction activities shall proceed on the Premises without Lessee obtaining the Lessor’s approval for the proposed Children’s Museum Project improvements and Lessee securing all other necessary permits and approvals. Further, Lessor shall have the right to require Lessee to cause the obtaining and posting of a performance bond and payment bond for the 110% of the estimate cost of the Children’s Museum Project improvements pursuant to or similar to those bonds required under Section 255.05, Florida Statutes prior to commencing construction of the Children’s Museum Project improvements.

C. Lessee shall comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall procure and maintain in force during the Term all permits, authorizations and licenses necessary for Lessee’s development of, use or operation of in the Premises or any portion thereof (including, without limitation, the making, placing, maintaining or altering of the Improvements or any portion thereof). Lessee shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the restrictions.

D. Lessee will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private. Lessee agrees not to permit the accumulation (unless in concealed containers) or burning of any rubbish or garbage in, on or about any part of the Premises and to keep it free from insects, rodents and other pests and vermin. All garbage shall be maintained in a manner so that canisters are not visible from adjacent parcels or roads. Lessee shall cause and pay for all garbage or rubbish to be collected or disposed of from the Premises.

E. Lessee shall have full responsibility for protecting the Premises and all property and persons located thereon from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use. Further, during the Term, subject to the provisions of this Lease, Lessee shall have possession and full control of the Premises.

F. Lessee shall not cause environmental contamination or pollution to occur on the Premises during Lessee’s possession of the Premises.

6. **Utilities.** Lessee agrees to pay all utilities costs of the Premises. Lessee agrees to make arrangements for water, gas, electricity, sewer, telephone service, steam, cable television and any other commodities or services furnished to or for the Premises or the Improvements, or any part thereof, during the Term of this Lease. Lessee shall pay or cause to be paid before delinquency all charges, claims, or liens are levied against the Premises.

7. **Taxes.** As additional rental hereunder, Lessee shall pay all property taxes, special assessments, excises, levies, licenses, permit fees and other governmental charges (“**Taxes**”) relating to the Premises and the Improvements directly to the appropriate authority or authorities before any delinquency thereon shall occur, and

shall deliver evidence of payment thereof to Lessor, c/o City of Winter Garden, Attn: Finance Director, 300 West Plant Street, Winter Garden, Florida 34787 before said delinquency, without demand. Lessor, at Lessee's sole cost and expense, agrees to execute or join with Lessee in the execution of any application or other instrument that may be necessary to permit the payment of such Taxes. All Taxes for or relating to the tax year in which this Lease shall terminate shall be prorated between Lessor and Lessee as of the date of such termination. Lessee shall have the right, upon prior written notice to Lessor, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by Lessee in good faith at its own cost and expense, and free of any expense to Lessor (all such expenses of Lessor must be paid by Lessee), and, if necessary, in the name of Lessor and Lessor shall, upon the request of Lessee, execute all documents reasonably necessary to accomplish such contest or review. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of such contest or review conducted by Lessee. If at any time the Premises or any part thereof shall then be imminently subject to forfeiture, Lessee shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture. At Lessor's option, from time to time or at all times, but only after all or any portion of the payments of annual real estate taxes and assessments on the Premises, or any portion thereof, are once delinquent for thirty (30) days or more, Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 34 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 7.

8. **Insurance.** At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth. At Lessor's option, from time to time or at all times, but only after the Premises is not insured as required by this Paragraph 8 on any two occasions throughout the Term of this Lease and Lessee is so notified in writing by Lessor (whether or not Lessee cures such default), Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 34 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 8. Certificates of all policies evidencing such insurance shall be delivered to Lessor, City of Winter Garden, Attn: Risk Manager, 300 West Plant Street, Winter Garden, Florida 34787 without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by Lessor in writing, provided that such deductibles, endorsements and waivers shall be comparable to those included in insurance policies for property and uses comparable to the Premises in the vicinity of the Premises. All such policies shall name Lessor and Lessee as insureds thereunder. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insureds thereunder. Such insurance shall include at least the following:

A. **Casualty Insurance:** Casualty insurance covering the Premises, in an amount at least equal to 100% of replacement value with a "deductible" of up to Fifty Thousand Dollars (\$50,000.00), and with stipulated amount full replacement cost or agreed valuation endorsement, but in no event in an amount which would make Lessor a co-insurer of any loss, without any deduction for physical depreciation of the Improvements. Such "full replacement cost" shall be determined at Lessee's sole cost and expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Lessor, by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) or if not designated by Lessee within twenty (20) days of request, then designated by Lessor. No omission on the part of Lessor to request any such determination shall relieve Lessee of any of its obligations under this Article. Such policy shall insure against loss or damage by (i) fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, and smoke damage, and (ii) such other risks as are customarily covered with respect to improvements similar to the Improvements in the vicinity of the Premises determined by Lessor in good faith. Such coverage shall provide for a full waiver of (i) subrogation by the insurer as to any and all claims against Lessor, and its agents, employees, contractors, and tenants, and (ii) all defenses based upon acts of the insureds or the existence of co-insurance. Lessor and Lessee, at the sole cost and expense of Lessee, shall cooperate in adjusting and settling any loss with the insurer under such policy. The

amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by Lessee to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance proceeds as provided in Paragraph 10.

B. Public Liability Insurance: Comprehensive general liability and automobile liability insurance with liability limits at least equal to those obtained under insurance policies for improvements similar to the Improvements in the vicinity of the Premises as determined by Lessor in good faith (but in no event less than \$3,000,000 for injury or death to one or more persons arising from any occurrence and \$1,000,000 for property damage) with combined bodily injury and broad form property damage coverage and protecting Lessor (and Lessor's designees) and Lessee, and their respective mortgagees, against any and all claims for damages to person or property or for loss of life, for personal injury or to property occurring upon, in or about the Premises.

C. Mandatory Insurance: All insurance required by any statute, law or governmental regulation.

E. No Work Without Insurance: Lessee shall not make any alterations, repairs or installation, or perform Lessee's Work (as defined herein) or other work to or on the Premises unless prior to the commencement of such work Lessee shall obtain (and during the performance of such work keep in force) builder's risk, public liability and worker's compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by Lessor. Prior to commencement of such work, Lessee shall deliver originals or certificates of such insurance policies to Lessor as required by this Lease.

9. No Warranties by Lessor. Except as otherwise provided herein, Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "as is" and Lessor shall not be required to perform any work or furnish any materials in connection with the Premises. Lessor makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof, and Lessor shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Without limiting the above, Lessee acknowledges and agrees that neither Lessor, nor any brokers, any agents, employees or representatives of Lessor have made any representations or warranties on which Lessee is relying as to matters concerning the Premises including, without limitation, the land, improvements, development rights, taxes, bonds, permissible uses, covenants, conditions and restrictions, water or water rights, topography, utilities, zoning, soil, subsoil, the purposes for which the Premises are to be used, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever, and Lessee hereby assumes all risks relating to any of the foregoing and to all matters relating to the use and occupancy of the Premises, whether known or unknown, or foreseeable or unforeseeable. Lessor, however, expressly warrants that it has full corporate authority to enter into this Lease. Lessor also expressly covenants that it has not done or suffered any act or occurrence during the time it has owned the Premises which has impaired title to the same, except utility easements and other matters of record.

10. Restoration, and Maintenance.

A. If the Premises, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, insured or uninsured, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Lessee, at its own cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits and approvals for such repair or restoration and thereafter to repair, replace and restore the Premises as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Lessee shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be subject to such conditions [including, but not limited to, the

disbursement of such proceeds as the work progresses from a bank account requiring the signatures of both Lessor and Lessee] as shall reasonably satisfy Lessor that such insurance proceeds shall be used only for the purpose of effecting such restoration). Any excess insurance proceeds remaining after such restoration is completed to the satisfaction of the Lessor shall belong to Lessee.

B. Lessee, at its own cost and expense, shall keep and maintain the Premises and all Improvements, including without limitation, the building, landscaping, sidewalks, drive aisles, parking spaces, lighting, alleys and passages surrounding the same and each and every part thereof in good, first class, orderly, clean, safe and sanitary state of decor, repair and condition and as otherwise required by this Lease and in accordance with such further and/or additional standards and criteria which may be reasonably established by Lessor from time to time. Lessee shall perform all decorating, repairs and replacements necessary to accomplish the foregoing obligations, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Lessee will not take any action or omit to take any action required of Lessee hereunder, the taking or omission of which adversely impairs the value or usefulness of the Premises or causes waste with respect thereto. When used in this Lease, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be equal in quality and class to the original Lessee's Work.

C. (1) Lessor shall have no obligation to make any repairs, decorating, replacements, restorations, alterations, additions or improvements whatsoever in or about the Premises or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction or damage is solely due to the fault of the Lessor, and Lessee hereby waives any right it may have to make repairs at the expense of Lessor.

(2) Lessor, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to Lessee (but without notice in case of emergency as determined by Lessor in good faith), enter the Premises or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Premises or any part thereof or, at the option of Lessor, and without obligation on its part so to act, to make or perform the repairs and restoration or other work required of Lessee hereunder in the event of Lessee's failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, Lessor shall first give Lessee fifteen (15) days written notice thereof (but without notice in case of emergency as determined by Lessor in good faith), and any such work done by Lessor shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Premises which might be caused thereby.

(3) In the event Lessee fails for any reason (i) to apply for and diligently pursue the obtaining of any necessary governmental permits and approvals for the performance of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so, or (ii) commence performance of any of its obligations under this Paragraph 10 within ten (10) days after obtaining any necessary permits therefor from the appropriate governmental agencies (if such permits are necessary for the work required to be performed) or (iii) to commence performance of any of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so (if such permits are not required), then, in addition to any other remedies of Lessor hereunder for such failure, Lessor may make or perform the necessary restoration or repairs (and may use any proceeds of the insurance provided for in Paragraph 8 hereof for such purposes, superseding any right of Lessee or any mortgagee therefor), and Lessee shall pay to Lessor the cost thereof, as Additional Rent (in excess of such net insurance proceeds used for such purpose), within thirty (30) days of Lessor's notice; but the making of such restoration or repairs by Lessor shall in no event be construed as a waiver of Lessor's right to require Lessee to keep the Premises in repair and to restore the same in the event of its damage or loss as provided in this Lease. All work performed by Lessee under this Paragraph 10 shall be performed in accordance with the provisions of Paragraph 11 hereof.

11. **Manner of Performance of Lessee's Work.** All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Premises or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "**Lessee's Work**"), including the

construction of the Improvements by Lessee, shall be made in accordance with the following:

A. Lessee shall comply with all applicable laws, ordinances, rules and regulations (including, but not limited to, all safety rules and regulations) relating to or governing the Lessee's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All Lessee's Work shall be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature.

C. The cost of all Lessee's Work shall be paid promptly by Lessee.

D. Lessee shall maintain a complete set of "as built" structural, mechanical and similar plans and specifications with respect to the improvements and any other of Lessee's Work and an "as built" survey showing the location of all improvements on the Premises and shall, upon written request of Lessor, deliver a copy thereof to Lessor, at no cost to Lessor. Lessee shall also deliver to Lessor, upon written request of Lessor and at no cost to Lessor, a copy of any and all other reports which Lessee may have related to the Premises, including, but not limited to, environmental surveys and assessments.

E. All Lessee's Work shall be commenced promptly after Lessee has obtained all necessary permits and approvals. Lessee shall perform all work in accordance with the approved specifications and working drawings and prosecute the work diligently to completion. Lessee shall secure all signoffs and final certificates from appropriate authorities.

F. Lessee's Work shall be subject to Lessor's inspection during construction and after completion to determine whether the work complies with the requirements of this Lease and Lessor and Lessor's consultant's, engineers, and architects shall have the right to attend all of Lessee's contractor's job meetings and other meetings relating to the construction of Lessee's Work.

12. **Indemnity.**

Lessee shall hold harmless and indemnify Lessor and its officers, officials, employees and agents from and against any and all claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, or in any way related to: (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, maintenance, condition or lack of repair of the Premises or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Lessee, its agents, employee, servants, volunteers, invitees, or, without limitation, any other person or persons other than through the negligence of the Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee; or (d) the conduct, operation or management of the Premises, or any portion thereof, or from any act of negligence, gross negligence, recklessness, or intentional act or omission of the Lessee, or its agents, contractors, servants, volunteers, guests, invitee or employee in or about the Premises; or (e) the violation by Lessee of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or regulation affecting the Premises or any part thereof or the occupancy or use thereof. This paragraph shall survive termination and expiration of this Lease in order to cover occurrences and matters that occurred prior to termination and expiration of this Lease. Nothing herein shall constitute a waiver of the Lessor's sovereign immunity.

13. **Interference.** Except as otherwise provided herein, Lessee shall have no claim against Lessor

for any damage, should Lessee's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority. The foregoing shall not limit Lessor's liability for Lessor's wrongful interference with the rights of Lessee under this Lease or Lessor's breach of this lease.

14. **Liens.** No construction liens, mechanics' liens or other liens shall be placed against the Lessor's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with the Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. It is acknowledged and agreed that Lessor is a municipal corporation of the State of Florida and any and all liens recorded against the Premises would be null and void and of no force and effect under Florida law. The Lessee agrees to promptly pay or bond any claims of liens or liens, and further agrees to indemnify and save harmless the Lessor from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The parties agree that a short form memorandum of this Lease, at the either party's request, be recorded in the public records of Orange County, Florida, containing the language of this clause, the name of the Lessor, and the legal description of the Premises. It is the intent of this language to comply with Section 713.10 of the Florida Statutes.

15. **Alterations Required by Law.** If any alterations, additions, improvements, repairs or renewals shall be required in or to the Premises or any part thereof by any laws, ordinances, or regulations, or by any restrictions, the same shall be done by and the cost thereof borne by Lessee.

16. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose or if Lessor sells the Premises under threat of condemnation, then in either of said events the Term hereby granted will cease from the time when possession thereof is taken by public authorities, and all rent and other monies paid by Lessee hereunder will be accounted for as between Lessor and Lessee as of that date. Further, in the event of any total or partial taking of the Premises or any improvements thereon, Lessor shall be entitled to receive the entire award in any proceeding relating to the taking except for the depreciated value of the Improvements constructed by Lessee. Lessee hereby assigns any and all right, title and interest of Lessee now or hereafter arising in or to any such award or any part thereof to Lessor and hereby waives all rights against Lessor and the condemning authority, except that Lessee may make a claim for business damages and the depreciated value of the Improvements constructed by Lessee on the Premises for which were taken by a condemnation; however, in no event shall this include the right to seek compensation for the value of the Premises or leasehold interest. If there is a partial taking and if it is not so extensive as to render the remaining portion (after restorations) unsuitable for the business of Lessee, then, upon mutual written agreement of the parties, this Lease will continue in effect and Lessee, upon receipt and to the extent of the award in condemnation, will expeditiously commence and complete all necessary repairs and restorations to the Premises as nearly as practicable to its prior condition; provided, however, that such work does not exceed the scope of the original construction, and Lessee will not be under any duty to expend amounts in excess of the award received by Lessee. If a partial taking consists only of a street widening or utility easement which, at Lessee's reasonable discretion, is determined not to materially affect Lessee's use of the Premises, this Lease will continue in full force and effect without abatement of rent or other monies paid by Lessee hereunder.

17. **Assignment and Sublease.** Lessee may not assign this Lease, or any interest thereunder, or sublet the Premises in whole or in part, without the prior consultation and written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Subtenants or assignees will become liable directly to Lessor for all

obligations of Lessee hereunder, without relieving Lessee's liability. No sub-lease may extend beyond the Term of this Lease or otherwise alter the provisions herein. No sub-lease shall interfere with the Lessor's rights of use and possession of the Premises.

18. **Police Power.** The parties acknowledge and agree that the Lessor cannot legally contract away its police power, zoning authority and land development review and approval authority, and therefore the Lessor cannot legally agree to and is not agreeing to approve or issue any comprehensive plan amendment, development orders, development permits or any other land development approval by this Lease, including without limitation, rezoning, development agreement, variance, special exception, condition use permit, final site plan, preliminary subdivision plan/plat, final subdivision plan/plat, building permit, grading permit, and stormwater drainage permit. These and any other required development approvals and permits from the City of Winter Garden shall be processed, reviewed and issued (or rejected) by the City of Winter Garden in accordance with procedures with respect to same as set forth in general law, the City of Winter Garden Code of Ordinances, and subject to any conditions of approval thereof. This Lease, nor any verbal or written statement by Lessor or any of the Lessor's officers, officials, attorneys, employees or agents relating to or concerning this Lease shall be or constitute evidence of, used for, or relied upon for any claim or allegation of estoppel, vested rights, inverse condemnation, substantive or procedural due process violation, or Bert J. Harris Act violation (or any combination thereof) against the Lessor or any of the Lessor's officers, officials, attorneys, employees or agents.

19. **Default.**

A. **Events of Default.** The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent, additional rent, or other monies when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor.

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain un-dismissed and un-stayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises for period of more than sixty (60) days consecutively.

(5) Once the Children's Museum Project is constructed and receives a certificate of occupancy, Lessee fails to operate the Project so that it is open to the community for a period of thirty (30) days consecutively, or more than one-hundred and twenty (120) days total in any calendar year.

(6) Lessee shall fail to comply with any term, provision or covenant of this Lease not

involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

(7) Lessee's corporate entity is dissolved.

(8) Lessee shall fail to commence construction of the Children's Museum Project on or before December 31, 2026. The date to commence construction of Children's Museum Project maybe extended in increments of six (6) months upon mutual written agreement of Lessor and Lessee.

(9) Lessee shall fail to complete construction of the Children's Museum Project within eighteen (18) months of the date of commencement of construction and both the Lessor and Lessee fail to mutually agree to an extension as described herein under the Term.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Premises, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises without terminating this Lease and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof without being liable for prosecution of any claim of damages therefor, and without terminating this Lease or releasing Lessee from its obligations hereunder for the full term hereof, endeavor to relet the Premises for the account of Lessee for such time and upon such terms as the Lessor shall determine, and receive the rent therefor. In any case of re-letting hereunder, the Lessor may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by the Lessor necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof, together with the Lessor's expenses of the re-letting (including, without limitation, attorney's fees). If the consideration collected by the Lessor upon any such re-letting for Lessee's account is not sufficient to pay monthly the full amount of the Base Rent and Additional Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and the Lessor's expenses, the Lessee shall pay to the Lessor the amount of each monthly or other deficiency upon demand. In the event Lessor is successful in re-letting the Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease, Lessor and Lessee each agrees that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

(3) Have the right to have a receiver appointed, upon application by Lessor, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Lessor pursuant to Paragraph 19B(2) hereof.

C. Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case

Lessee shall be dispossessed by a judgment or by a warrant of any court or judge or in case of re-entry or repossession by Lessor or in case of any expiration or termination of this Lease. . The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease are not restricted to their technical legal meaning.

D. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent, additional rent, or other monies during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

E. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

F. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise of Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

G. Lessee's exclusive remedies for a breach or threatened breach of this Lease by Lessor shall be to give Lessor at least thirty (30) days written notice of the default and an opportunity to cure the default, and thereafter if the default is not cured either: (i) file and prosecute an action for specific performance; or (ii) terminate this Lease upon written notice to Lessor.

20. **Vesting of Improvements and Other Property and Interests; Removal of Personal Property.**

A. Lessee shall, on the last day of the Term hereof, or upon any earlier termination of this Lease, quit and surrender the Premises into the possession and use of Lessor without delay, broom clean and in good order, condition and repair (reasonable wear and tear excepted), free and clear of all lettings and occupancies and subleases, and free and clear of all liens and encumbrances other than those, if any, created by Lessor. During the Term, the Improvements constructed, renovated, or refurbished upon the Premises by Lessee shall be, as between Lessor and Lessee, the property of Lessee, but Lessee shall not have the right to remove said Improvements from the Premises without Lessor's prior written consent. However, upon the expiration or sooner termination of this Lease, Lessee's right, title and interest in all Improvements then located on the Premises shall, without compensation to Lessee, vest in Lessor free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation to Lessee, vest in Lessor:

(1) All intangible property selected by Lessor within sixty (60) days after such termination and owned or held by Lessee at such termination in connection with the Premises or any part thereof, including contract rights, assignable insurance policies, agreements, tenant lists, copies of records (including but not limited to all those relating to Taxes, insurance, tenants, maintenance, repairs, capital and improvements), utility contracts and telephone exchange numbers. Nothing herein contained shall be deemed to require Lessor to succeed to Lessee's interest in any such intangible property, nor to become obligated or liable thereunder in any respect or at all, except as selected by Lessor. In no event will Lessor be liable for any default of Lessee under any Sublease or in connection with any such intangible property which occurred prior to the later of the termination

of this Lease or the selection of the particular item of intangible property by Lessor as aforesaid with respect to which such default relates. Lessee shall upon Lessor's demand deliver to Lessor such assignments, deeds, instruments and documents as Lessor shall request to confirm Lessor's ownership of the intangible property by Lessor as aforesaid.

B. The personal property owned by Lessee, including but not limited to its intangible property, intellectual property, fixtures and exhibits may be removed by Lessee at any time prior to the termination of this Lease, and shall be removed by Lessee upon such termination. If, upon the expiration of the Term or earlier termination of this Lease, Lessee shall not have removed such personal property from the Premises and the Improvements, then Lessor shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such personal property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as Lessor may see fit, or (ii) remove and store the same in a place satisfactory to Lessor, in which event all expenses of such disposition (in excess of any amount received by Lessor upon such disposition), removal and storage shall be charged to and be borne by Lessee, and Lessor shall be reimbursed by Lessee for such expenses upon written demand therefor. Lessee shall repair any loss or damage to the Premises or any part hereof caused or resulting from the removal of the personal property (whether removed by or at the direction of Lessor or Lessee).

21. **Other Obligations.** In no event shall Lessee have the right to lien or mortgage the Premises or the Improvements. In addition to the other obligations under this Lease, Lessee at all times during the Term shall be bound by and shall fully comply with all covenants, conditions, restrictions, limitations and requirements of every kind or nature, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural, interior or exterior, which relate to the Premises or any part thereof or the ownership, occupancy or use thereof and which are imposed by law, statute, rule, order, regulation or ordinance, or by any policy of insurance or by any contract or instrument to which the Premises or Lessor or Lessee is now subject or hereafter become subject, or any other agreement between Lessor and Lessee, including, but not limited to, all covenants, conditions and restrictions, easements, mortgages and deeds to which the Premises or any part thereof may now be or hereafter be the subject. Without limitation on the generality of the foregoing, in the event this Lease and the any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then Lessee shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

22. **Lessor's Performance of Lessee's Obligations.** In the event that Lessee shall fail to do or perform or comply with any covenant, term or condition hereof on Lessee's part to be performed or complied with (including, but not limited to, its covenant to pay any amount required to be paid by it hereunder), Lessor may, at its option and without being under any obligation to do so, and without waiving any right it may have against Lessee by reason of Lessee's failure as aforesaid, after fifteen (15) days written notice to Lessee, do or perform the same and thereupon the amount of all expenses and disbursements incurred or paid by Lessor in doing or performing the same, together with interest as herein provided from the time the expenses or disbursements were incurred or paid by Lessor, shall become due and owing and payable from Lessee to Lessor plus an interest at the rate of 18% per annum until paid in full.

23. **Lessee's Right of First Refusal.** Provided that Lessee is not in default under this Lease, during the Term of this Lease, Lessee is given a right of first refusal to purchase the land consisting of the Premises in the event that the Lessor markets the Premises for sale and obtains a bona fide offer to purchase a fee simple interest in the Premises pursuant to the provisions of this Paragraph. In the event Lessor receives either a bona fide written offer by a willing third party to purchase all or part of the Premises that Lessor intends to accept, or a purchase agreement that Lessor intends to enter into (hereinafter collectively "Offer"), Lessor shall give written notice to Lessee at the address provided hereinafter accompanied by a copy of such Offer.

Lessee shall have thirty (30) days after receipt of the same to provide written notice to Lessor of Lessee's intent to purchase the Premises by providing Lessor with a written purchase agreement that provides for Lessee

to purchase the Premises upon the same price and terms except that the closing date shall be on the date set forth in the Offer or ninety days after Lessee's receipt of a copy of the Offer, whichever is later. Lessor shall promptly sign and return the purchase agreement to Lessee and the parties shall proceed to closing in accordance therewith. In the event Lessee fails to timely exercise its right of first refusal, Lessor may proceed with the sale of the Premises pursuant to the Offer, and if said transaction is closed in accordance with the terms and conditions of the Offer, this Paragraph shall terminate.

24. **Further Documents.** Lessor and Lessee will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

25. **Force Majeure.** The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "**force majeure**") if performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Lessor or Lessee shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Lessor or Lessee, as the case may be.

26. **Sovereign Immunity.** Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Lessor of its sovereign immunity under the Constitution and laws of the State of Florida or of any other immunity, privilege, or defense afforded by law to Lessor and its officers, officials, employees and agents.

27. **Miscellaneous.** This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

No remedy conferred upon Lessor in this Lease is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to Lessor or to which Lessor may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lessor, and Lessor may pursue inconsistent remedies.

As used herein, "Lessor" as used in this Lease will include its heirs, representatives, assigns, and successors in title to the Premises. "Lessee" will include its heirs and representatives, assigns and successors, and if this Lease will be validly assigned, or sublet, will include also Lessee's assignees or sub-lessees, as to the Premises covered by such assignment or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

The Lease shall be construed and enforced in accordance with the laws of the State of Florida. Each obligation of Lessee under this Lease constitutes both a covenant and a condition to its rights under this Lease.

Neither this Lease nor anything contained herein shall be deemed to make Lessor in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent to approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by the Lessee.

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific paragraph or subparagraph hereof unless otherwise expressly designated in context. Reference in this Lease to the "obligations" of Lessee, and words of like import, shall mean the covenants to pay Rent under this Lease and all other covenants, agreements, terms, conditions, limitations, restrictions and reservations contained in this Lease applicable to Lessee. The term "Lessee's obligations hereunder" and words of like import shall mean all obligations to this Lease which are to be performed, observed or kept by Lessee. The term "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Wherever in this Lease there is a reference to a cost being at Lessee's sole cost and expense, or words of similar import, such phrase shall be construed to mean that Lessee shall pay the costs so referred to or, if applicable, reimburse Lessor for the costs referred to and, in the latter case, within ten (10) days of demand by Lessor. The term "will not unreasonably withhold" and words of like import shall mean "will not unreasonably withhold or delay."

No surrender to Lessor of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires Lessee to submit payments for items other than the Rent and in the event Lessee submits a payment of less than the total combined amount of all of said payments, then the Lessor shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Lessee.

Neither party shall have any right to sue for or collect, and have any liability or responsibility whatsoever for, the other party's consequential or indirect damages whether proximately or remotely related to any default of the other party under this Lease, and both parties hereby waive any and all such rights.

28. **Notices.** Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

As to the Lessor: City of Winter Garden
 Attention: City Manager
 300 W. Plant Street
 Winter Garden, Florida 34787

As to Lessee: Eight Waves Corporation
 1136 E. Plant Street
 Winter Garden, Florida 34787

The Orlando Law Group
Attn: Juan P. Camacho, Esq. and/or Jennifer Englert, Esq.
12200 W. Colonial Drive, Suite 100
Winter Garden, FL 34787

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent, additional rent, or other monies due shall be deemed to have been made only when actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

29. **Estoppel Certificates.** Any party hereto shall deliver to any other party hereto, within twenty (20) days after receipt of a written request therefor, an estoppel certificate stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party of any other party is in default hereunder, and whether this Lease has been modified or amended.

30. **Attorneys' Fees.** In any lawsuit between the parties to this Agreement arising from this Lease, each party shall bear their respective cost, including, but not limited to, attorneys' fees, including the costs and attorneys' fees of appellate proceedings and post-judgment proceedings, and mediation proceedings, incurred as a result of such lawsuit.

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

32. **Relationship of the Parties.** Nothing contained herein shall be construed as to make the parties hereto partners, associates, joint venturers, or participants in any legal relationship other than that of lessor and lessee. Neither party hereto shall have the power to contract or incur any obligation or liability in the name of the other party.

33. **Broker.** The parties hereto covenant, warrant and represent that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessor and Lessee agree to indemnify and hold each other harmless against any claims for brokerage commission and other costs arising out of any conversations or negotiations had by the other party with any broker. The provisions of this paragraph shall survive expiration and termination of this Lease.

34. **Escrow of Taxes and Insurance.** In the event that Lessor escrows real estate taxes and assessments or insurance as provided herein, such escrow shall be paid monthly to Lessor at the same time as the monthly rent is paid to Lessor. The amount to be paid monthly to Lessor shall be one-twelfth (1/12) of Lessor's reasonable estimate of the annual amount to be paid by Lessor for said real estate taxes and assessments or insurance, as the case may be. Such amounts shall be held by the Lessor without interest and applied to the payment of the items in respect to which such amounts were paid or, at the option of the Lessor, to the payment of said items in such order or priority as the Lessor shall reasonably determine, on or before the respective dates on which the same or any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefor shall be insufficient for the payment of such item in full, the Lessee, within ten (10) days after demand, shall deposit the amount of the deficiency with the Lessor. Nothing in this Paragraph 34 shall be deemed to limit any other right or remedy that Lessor may have under the provisions of this Lease regarding Lessee's failure to pay real estate taxes and assessments or insurance.

35. **Time is of the Essence.** It is understood and agreed between the parties that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

36. **Severability and Governing Law.** If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons, entities or circumstances other than those which may be held invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease shall be governed by and construed in accordance with the law of the state in which the Premises are located. Exclusive venue for any lawsuit arising out of or concerning this Lease shall be in Orange County, Florida.

37. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the state in which the Premises are located. Additional information regarding radon and radon testing may be obtained from your county public health unit.

38. **Survival.** The representations, warranties, terms and covenants of this Lease shall survive the termination of this Lease.

39. **No Waiver of Default.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, and conditions of this Lease to be performed, kept, and observed by the other party.

40. **Quiet Enjoyment.** Lessee shall, upon observing and performing all the terms and conditions on Lessee's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease and restrictions of record.

[Remainder of Page Intentionally Left Blank. Signatures on the Following Page(s)]

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

Lessor:

CITY OF WINTER GARDEN,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

*Signed, sealed and delivered
in the presence of:*

Witness

Printed Name

Witness

Printed Name

Lessee:

EIGHT WAVES CORPORATION, a Florida non-
profit corporation

By: _____

Name: _____

Title: _____

[Signature page to Ground Lease; Notary Acknowledgments appear on the following page]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence on this _____ day of _____, 2025, by _____ as _____, and attested to by _____, as _____, on behalf of the CITY OF WINTER GARDEN, a Florida municipal corporation, who [_____] are personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State aforesaid.

My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence on this _____ day of _____, 2025, by _____, as _____ on behalf of Eight Waves Corporation, a Florida not-for-profit corporation, who [_____] is personally known to me, or [_____] produced _____ as identification.

Notary Signature

Printed Notary Name

Notary Public in and for the County and State aforesaid.

My commission expires: _____

[Notary Acknowledgment page to Ground Lease]

Exhibit A

Property

Parcel 13-22-27-0000-00-024 X

Print Date: 05/14/2025 System Refresh Date: 05/14/2025

PreviousNextPrintMapStreetBirdseyeTrimPortEstimateTaxesFEMAPlatSketchShareFavorite

971 E Plant St13-22-27-0000-00-024

Name(s):CITY OF WINTER GARDEN

Mailing Address On File:
300 W Plant St
Winter Garden, FL 34787-3009
Incorrect Mailing Address?

Physical Street Address:
971 E Plant St

Postal City and Zip:
Winter Garden, FL 34787

Property Use:
8900 - Municipal (Other)

Municipality:
Winter Garden



Upload Photos

[View 2024 Property Record Card](#)

PROPERTY FEATURESVALUES, EXEMPTIONS AND TAXESSALESMARKET STATSLOCATION

2025 Values will be available in August of 2025. To see the certified values, go to the Values, Exemptions and Taxes Tab.

[View Plat](#)

Property Description

FROM SW COR OF SEC 13 22-27 RUN E 315.5 FT N 732.8 FT N 68 DEG E 324.76 FT FOR A POB TH N 68 DEG E 688.24 FT NELY 95.47 FT S 68 DEG W 438 FT N 21 DEG W 164.54 FT S 41 DEG W 314.06 FT SWLY 65.79 FT SWLY 23.69 FT S 21 DEG E 104.22 FT TO POB

Total Land Area

112,141 sqft (+/-) | 2.57 acres (+/-)

Land

GIS CalculatedNotice

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal (Other)	WG-C-2	112141 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...

Page 1 of 1 (Total Records: 1)

Orange County Property Appraiser Florida

Base mapLayersForeclosureSalesParcel SearchLegendIdentifyOCPA ToolsCustom PrintTrendingParcel Themes



Address: 971 E Plant St

Input Address

Identify

Print Current Parcel Record

LinksInfoValues

1



Previous Year:[View Parcel Record](#)

Parcel ID:[13-22-27-0000-00-024](#)

Street Address:
971 E PLANT ST

Name1:
CITY OF WINTER GARDEN

Name2:

Mailing Address:
300 W PLANT ST

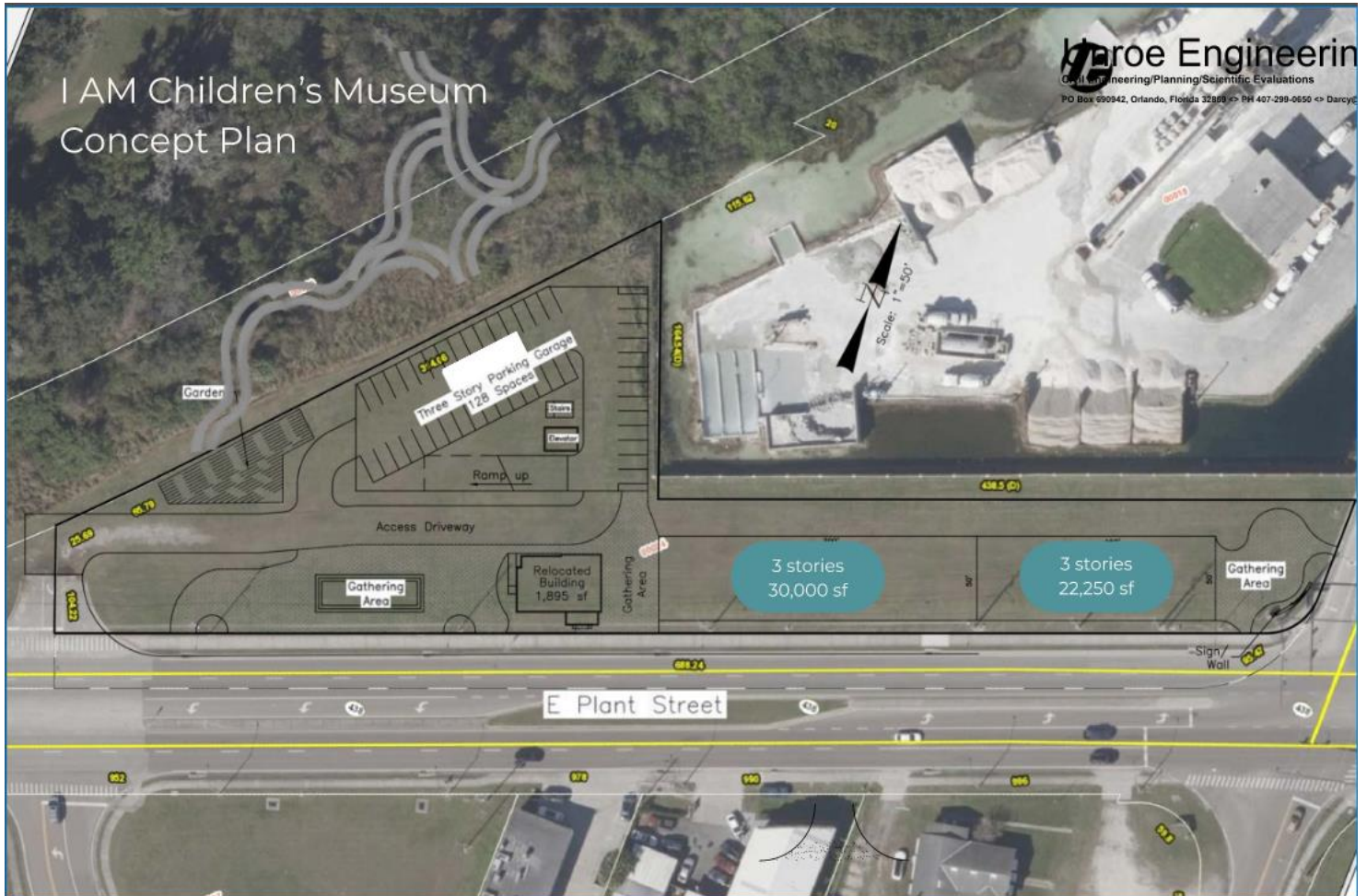
Address 2:

Address 3:

Address 4:

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Exhibit B
Conceptual Plan



THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

To: City Commission

Via: Jon C. Williams, City Manager

Frank M. Gilbert, Asst. City Mgr. – Admin. Services

From: David Markland, Facilities Operations Manager

Date: June 5, 2025

Meeting Date: June 12, 2025

Subject: Request contract approval for Fire Station 22 re-roof, located at 13521 Foxcrest Blvd., Winter Garden, FL 34787.

Discussion: Fire Station 22 shingle roof replacement became necessary as a direct result of damage sustained during Hurricane Milton, which impacted the area with high winds, heavy rain, and flying debris. Due to the extent and nature of the damage, a full roof replacement was deemed necessary to restore the integrity of the structure and prevent further damage current building. This replacement will be reimbursed under our Hurricane Milton insurance claim with Public Risk Management. Below, you'll find estimates from three roofing contractors with similar scope of work:

Sky Light- \$57,989.00(Preferred Vendor), Baker Roofing- \$65,000, Collis Roofing- \$56,788.00

Additional Costs- Possible gutter replacements due to spans and removal. Est. \$1,500-3,000.

Recommended Action:

Sky Light Roofing has completed many city roofing projects with great satisfaction, including Tanner Hall Metal Roof, Shingle replacements for Veteran's, Little League, and Fuller's Water Plant. It's recommended the Commission award the contract to Sky Light Roofing for \$57,989.00

Attachments: Internal Memorandum dated June 5, 2025 to City Commission
Contractor Estimates



Sky Light Roofing, Inc.
 6105 E. Colonial Dr.
 Orlando, FL 32807
 LIC# CCC1332541
 Phone: (407) 430-7663

Company Representative
 Juan Jaramillo
 Phone: (407) 430-7663
 Juan@skylightringingorlando.com

FIRE STATION 22

David Markland (Facilities Operations Manager)

13521 Foxcrest Boulevard
 Winter Garden, FL 34787
 (407) 877-5464

Roofing full replacement Section

- Remove one layer of existing roof and underlayment to expose decking*.
- Replace any rotten wood.** ~SEE PRICE DETAILS BELOW
- Install 2½in. coil nails along all trusses, every 6in., to properly secure decking.
- Install synthetic underlayment as dry in application per 2021 FL BLDG Code.
- Install 2½in. drip edge around perimeter of the roof.
- Install peel n stick and valley metal in all valleys.
- Install PEEL N STICK under all accessories and flashings as needed.
- Install new 2in. & 3in. lead boots.
- Install new exhaust vents.
- Install OWENS CORNING TruDefinition SureNail Technology balance performance architect shingles with a 130mph wind resistance.
- Shingles will be installed six nails per shingle.
- Ground will be swept with a magnet at the end of each working day.
- Clean entire work area and haul away all debris.

-> MATERIAL WARRANTIES AS PROVIDED BY THE MANUFACTURERS & FIVE- YEARS LABOR (To Start after Payment Completion)

- Price includes the specified roofing materials, labor, taxes and all permitting fees.

*The price is based on the existing roof having only one layer of roofing material. If removal of the roof covering reveals. the existing roof has more than 1 layer, there will be \$30/sq. extra charge for removal and disposal of the additional material.

PAYMENT TERMS: 50% DEPOSIT TO DELIVER THE JOB MATERIALS & THE BALANCE DUE UPON JOB COMPLETION.

ROOF INVESTMENT

Price
 \$57,989.00

TOTAL

\$57,989.00

WOOD WORK: **ALL WOODWORK IS ADDITIONAL \$97.00/SHEET OF PLYWOOD, \$6.98/LF ON 1'X6'/ X8'/ 'X10'/ X12', IF 1'X2'/ 2'X4' \$5.25/LF, IF CEDAR WOOD \$12.95/LF. (The Homeowner Is Responsible For Making Proper Arrangements To Be Home During The Job, If he/she Desires To Go Over Any Woodwork Replacement. Otherwise, We Will Replace All Necessary Wood With Similar Materials, At The Quoted Prices, As The Decking Can't Be Left Exposed Due To The Risk of Water Intrusion).

*****CANCELLATION CLAUSE:** Either party to a home improvement contract can cancel within three business days by sending a written notice to the other party. The notice must be sent by certified mail, return receipt requested, or another method that provides proof of delivery. The cancellation must be made before midnight on the third business day after the contract was signed.

ADDITIONAL CONTRACT TERMS

1. Client agrees to pay Contractor its normal selling price for all additions, alterations, or deviations. Other than rotted woodwork, no additional work shall be done without prior written authorization of Client and agreed to by Contractor on a fully signed Change Order. Any such authorization shall only be on a written Change Order form signed by both parties, which shall become part of this Contract. Where such additional work is added to this Contract, it is agreed that the Total Price under this Contract shall be increased by the price of additional work and that all terms and conditions of this Contract shall apply equally to such additional work. If this Contract is cancelled after 15days of being signed, the Client agrees and understands that a fee of 20% of the Contract amount is a fair payment for pre-construction arrangements already done.
2. Any change in the written job specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of inspecting Public Authorities shall be considered additional work to be paid for by the Client as additional work.
3. The Contractor shall NOT be responsible for any damage or delays occasioned by the Client or Client's agent, Acts of Nature, earthquake, storm, undisclosed conditions, or other causes beyond the control of the Contractor.
4. The Contractor shall NOT be responsible for any damage during the performance of his work using normal construction practices or dusting inside the house if the Contractor damages or contacts any other existing components including, but not limited to, water pipes, sewer pipes, gas lines, electrical

wiring, ventilation and/or other wiring, conduits, pipes, tubes and vents that have been incorrectly installed within the roof deck or below 2- 3/8in about the roof truss area.

5. Contractor shall, at his own expense, carry all workers' compensation insurance and public liability insurance for the protection of the Contractor and the Client during the progress of the work in amounts required by law. Client agrees to procure at his own expense, prior to the commencement of any work, property insurance with fire insurance, Course of Construction, all Physical Loss and Vandalism and Malicious Mischief clauses attached in a sum equal to the total cost of all improvements on the property.

6. Where colors are to be matched, the Contractor shall make every reasonable effort to do so using standard colors and materials but does not guarantee a perfect match.

7. Contractor shall be entitled to be paid as agreed above and in full upon completion. Should either party hereto bring suit in court to enforce the terms of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees, plus interest at the legal rate, for pursuit, litigation and appellate attorney's fees.

8. Unless expressly otherwise noted in this Agreement, the price quoted does not include repair or removing fascia, trim, sheathing, rafters, structural members, siding, masonry, caulking, metal edging, flashing of any type, or repairing or replacing any other components attached to the roof, decking or trusses. If, during the course of the work, it should become apparent that any such portions of the structure should be repaired or replaced, Client and Contractor shall agree to a signed Change Order, or The Client shall have such work done by others and pay Contractor for any additional work and materials required to be provided by Contractor to protect the structure as additional compensation.

9. The Client is solely responsible for providing Contractor with water, and electricity during the course of construction.

10. As long as all items are under Code and in good pre-existing condition, The Contractor shall not be responsible for damage to existing walks, stairways, curbs, driveways, cesspools, septic tanks, water or gas lines, arches, shrubs, lawn, trees, clotheslines, telephone or electric lines, etc. by the Contractor, subcontractor, or supplier incurred in the normal use, the performance of the work or in the delivery of materials for the job.

11. The Client hereby warrants and represents that he shall be solely responsible for the conditions of the building site over which the Contractor has no control and subsequently results in unforeseen costs, damage to the building or injury to persons or property. Contractor agrees to complete the work in a workmanlike and timely manner but is not responsible for: (a) failure or defect that result from work done by others prior to, at the time of, or subsequent work done under this Agreement; (b) failure to keep gutters, downspouts and valleys clear of obstructions; (c) failure of Client to authorize Contractor to undertake needed repairs or replacement of fascia, vents, defective or deteriorated roofing or roofing felt, trim, sheathing, structural members, siding, masonry, caulking, metal edging, flashing of any type, or other repairs, and unforeseen or concealed circumstances.

12. **FOR ANY DEFECTIVE WORKMANSHIP RESULTING IN ANY LEAK, CONTRACTOR WILL, DURING THE FIRST FIVE YEARS AFTER COMPLETION, PROVIDE THE LABOR AND MATERIALS TO REPAIR THE LEAK. CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, (DISCLAIMING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY). ANY WARRANTY OR LIMITED WARRANTY FOR THE MATERIALS USED IN THE PROJECT, SHALL BE LIMITED TO THAT PROVIDED SOLELY BY THE MANUFACTURER(S) OF THE PRODUCTS AND MATERIALS USED IN CONSTRUCTION. HOMEOWNER WAIVES AND RELEASES CONTRACTOR FROM ANY LIABILITY FOR ANY OTHER CLAIMS OR DAMAGES RELATING TO THE STRUCTURE, ANY PROPERTY, PERSONAL INJURY, OR DEATH.**

13. Client hereby grants Contractor the right to display signs and advertising at the building site.

14. This Agreement constitutes the entire contract, and the parties are not bound by oral representation by any party or agent of either party.

15. The price quoted for completion of the work is valid for thirty (30) days & Contractor is entitled to rebid the job if not performed within that time.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



SINCE 1915



Fire Station 22 Roof Replacement

Prepared for:

David Markland
City of Winter Garden, FL

13521 Foxcrest Boulevard
Winter Garden, FL, US

Created by:

Joe Jarkowsky
(407) 632-7931 | jjarkowsky@bakerroofing.com

Baker Roofing Company

Project Information: Fire Station 22 Roof Replacement - Winter Garden Fire Station 22

Thank you for allowing Baker Roofing Company to provide you with our recommendations for your property.

Client	
Client Contact	David Markland
Client Billing Address	880W Bay St, Winter Garden, Florida, 34787
Client Email Address	dmarkland@cwgdn.com
Client Phone Number	(407) 877-5464
Project Information	
Property Name	Fire Station 22 Roof Replacement - Winter Garden Fire Station 22
Project Address	13521 Foxcrest Boulevard, Winter Garden ,FL US

Prepared By	
Baker Roofing Company Representative	Joe Jarkowsky
Contact Phone	(407) 632-7931
Contact Email	jjarkowsky@bakerroofing.com



Project Overview: Fire Station 22 Roof Replacement



Item	Description
1	Remove and replace 120 SQ asphalt shingles per scope below

Roofing Scope Of Wor

Shingle Options:

Remove 120 SQ shingles

Inspect plywood decking (\$120 sheet to replace any rotted decking)

Detach and reset gutters (gutters may not re-install correctly in their current condition)

Install CertainTeed ice and water shield on the entire roof with cap nails

Install roofing cement along roof perimeter

Install 6" standard aluminum drip edge along eaves and rakes

Install CertainTeed starter strip along eaves, valleys, and rakes

Install 8" aluminum step flashing

Install 8" 24 Ga. Kynar surface mounted counter flashing

Install 132 SQ CertainTeed Landmark Pro architectural shingles- 10% cut waste added

Install GAF or CertainTeed ridge caps

Remove and replace lead pipe boots

Install 3" roofing nails

Caulk, rivets, drill bits, misc.

Portable toilet rental

30 yard dumpster rental

Manufacturer's material warranty & Baker 2 year workmanship warranty included

Gutters:

Detach and reset gutters (Gutters may not reset properly due to age/current conditions, Baker recommends replacing them and can't be liable for any damages that could be caused by attempting to detach and reset the system)

Project Pricing: Fire Station 22 Roof Replacement

Date: 02 / 18 / 2025

Main Scope of Work	
CertainTeed Landmark Pro with detach and reset gutters and downspouts	\$65,000.00
	\$65,000.00
Total	\$65,000.00

Unit Pricing

Description	Unit of Measure	Pricing
Plywood Sheathing	Sheet	\$120.00
Wood Nailers	LF	\$4.50

Contract Acceptance: Fire Station 22 Roof Replacement

CONTRACT ACCEPTANCE

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. The Owner confirms that by signing this agreement, no existing contract / warranty to which the customer is a party is, or will be, breached. This agreement is not binding on Baker Roofing until executed by an authorized officer of Baker Roofing. The above contract may be withdrawn by Contractor if not accepted within 30 days of the Contractor's signing date.

TERMS OF PAYMENT

Owner agrees to pay Contractor 40% due upon delivery of materials, monthly progress billings through substantial completion to be paid according to the work performed. Final payment due upon completion and issuance of warranty. Terms net 30 days on all invoices. Finance charges at an 18% annual percentage or .05% per day plus reasonable attorney charges will apply should terms not be followed. For customers paying by credit card, an additional 3% fee will be added.

Authorized Owner Representative	Baker Roofing Company
Signature	Signature
Title	Title
Date	Date

Purchase Order # (if applicable)	
----------------------------------	--

Warranty Holder Information

Name	
Company	
Address	
Phone Number	

Billing Info (if different from above)

Billing Contact Name	
Billing Contact Phone	
Billing Contact Email	
Billing Address	

Roofing Contr

ROOF TOP EQUIPMENT

Mechanical equipment / penetrations that will need to be raised, shifted or moved to allow the installation of the new roof system shall be the sole responsibility of the owner. The owner and/or tenants shall be responsible for all work associated and the cost thereof including but not limited to disconnects, reconnects, and/or re-calibrations. The contractor will coordinate all work with owners and/or tenants as required. Contractor is not responsible for the watertight integrity of any skylight(s) unless it/they are replaced during construction.

SCHEDULE

The standard operating procedure for project start is within (12-16) weeks of contract approval and signature by Owner or as negotiated on a case by case basis.

WEATHER CONDITIONS

Inclement weather such as high winds (exceeding 20 MPH), snow or ice accumulations, and or rainfall will negatively affect production. The owner may at their option elect to pay extra labor charges at \$55.00 per man hour for dealing with such conditions. Baker Roofing Company Inc. will not remove excessive accumulations of water, snow, or ice unless so directed by the owner with written consent and agreement to pay the additional charges outlined above. Baker Roofing Company Inc. will not incur additional labor to fight high winds as described above.

MOLD DISCLAIMER, RELEASE AND WAIVER

We, the contractor, will not be held responsible for any damages caused by mold or some other agent that may be associated with pre-existing conditions and/or the actions or inactions by the owner. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from pre-existing conditions and/or the actions or inactions by the owner. This includes any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the pre-existing conditions and/or the actions or inactions by the owner, even if caused by inactions of the Contractor.

STANDING WATER DISCLAIMER

Standing water is typical in roofing situations where 100% positive drainage and slope does not exist. Most manufacturer's warranties do not exclude standing water. Added drainage and or total positive drainage is recommended but cannot be guaranteed based on the existing building's physical roof condition(s). Baker Roofing Company is not responsible for providing 100% positive drainage.

POSITIVE OR NEGATIVE BUILDING PRESSURES

We, the contractor, will not and cannot be responsible for any damages caused by positive or negative internal building pressures. Owner hereby releases Contractor from all claims, losses, damages, risks, or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person that are caused by pressure related issues.

UN-FORESEEN ELECTRICAL MECHANICAL OR WATER LINES

We, the contractor, will not and cannot be responsible for any damages caused by mechanical fasteners penetrating existing electrical lines that cannot be seen or are installed against the existing deck, which conflicts current building code requirements. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mechanical fasteners penetrating existing electrical lines that cannot be seen or are installed against the existing deck. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, any mechanical fasteners penetrating existing electrical lines that cannot be seen or are installed against the existing deck, even if caused by the actions or inaction of the Contractor.

ASBESTOS AND LEAD CONTAINING MATERIALS DISCLAIMER, RELEASE AND WAIVER

All new materials shall be free of lead and asbestos. We, the contractor, will not be held responsible for any damages caused by asbestos or some other agent that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims, losses, damages, risks, or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by Asbestos and or Lead related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all Asbestos and or Lead claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

ROOF DECKING, WOOD BLOCKING, SHEATHING, OR STRUCTURAL ELEMENTS

Excludes the replacement or repairs of any roof decking, wood blocking, sheathing, or structural elements not noted above. Any repair or replacement found necessary while performing the Scope of Work detailed above shall be brought to the attention of the Owner and will be repaired/replaced on a Time & Material basis or quote, in addition to the Contract Amount.



COLLIS ROOFING, INC.

P.O. Box 520668
Longwood, FL 32752-0668
Ph. (321) 441-2300
Fax (321) 441-2313
Lic. # CCC058022

Date:	5/12/25	Phone:	407-877-5464
Attention:	CITY OF WINTER GARDEN	Email:	dmarkland@cwgd.com
Job Address:	13521 FOXCREST BLVD, WINTER GARDEN, FL 34787 – Station 22		

Collis Roofing, Inc. proposes to supply the labor and materials necessary to apply your roofing as follows:

- A) Remove old single layer of shingles and underlayment and dispose of properly. If existing ice and water barrier is encountered during removal an additional layer of synthetic underlayment will be applied over existing without removal to bare deck. Additional layers of shingles will be billed at \$0.36/sqft.
 - B) Inspect existing decking for water damage and re-nail according to code with 8d ring shank nails.
 - C) We will remove and replace rotten or deteriorated wood as indicated on page 2 of this contract.
(Note: Wood replacement is not included in the total below).
 - D) Collis Roofing, Inc. will provide all applicable permits.
1. Supply and install code approved **Rhino G** granulated self-adhered underlayment to deck.
 2. Supply and install code approved preformed 24ga galvanized metal along all valleys per manufacturer specifications.
 3. Supply and install code approved 2 ½” galvanized painted eave drip and secure to the roof deck with nails around all eaves and rakes (Please specify drip edge color: _____).
 4. Secure the eave metal with mastic and then apply **CertainTeed Starter** shingles at all eaves with the seal strip at the edge of the roof.
 5. Supply and install all flashings for plumbing penetrations. (Please specify color: _____).
 6. Supply and install kitchen and bath exhaust vents. (Please specify color: _____).
 7. Supply and install **CertainTeed Hip and Ridge** shingles as required.
 8. Supply and install **CertainTeed Landmark PRO** shingles per manufacturer’s specifications and all applicable building codes (Please specify shingle color: _____).
 9. **Collis Roofing Inc.** will supply a 5-year workmanship coverage warranty upon completion.

A manufacturer’s warranty shall be furnished if called for above. The above work shall be performed in a substantial workmanlike manner for the sum of:

BASE OPTION

CertainTeed Landmark PRO **130 mph wind warranty** Limited Lifetime prorated shingle only warranty
*** 5-year workmanship warranty – **\$56,788.00**

GUTTER REPLACEMENT –

Supply and install 6” K seamless aluminum gutters in existing locations - **\$1,743.91**

*For the fitness and security of warranties, it is highly recommended that gutters be removed and replaced to properly install drip edge.

With payment to be made as follows: **50% by commencement: Balance upon completion.**
*****NOTICE*** A convenience fee of 3% will be charged to all credit/debit payments.**

Payments are to be made upon completion of each trade. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that company may issue a stop work order if requested progress payment is not received. Customer agrees to pay in full at the time of completion of each phase of work. The maximum allowable retainage for any punch-out will be 5% of original contract price.

Respectfully submitted: Brian C. Kuehner

Date: _____ Approved By: _____

Collis Roofing, Inc. _____

WOOD REPLACEMENT

Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood, termite damage, or deficiencies in existing roofing sheathings are sometimes encountered. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members or siding of any type. Replacement of deteriorated wood will not be optional for the security of warranties and will be supplied as disclosed below. This is above and beyond the roofing quote and does not require an additional signature.

Sheathing and Framing Rates

1/2" – 5/8" plywood roof sheathing - **\$95.00** per sheet

3/4" plywood roof sheathing - **\$105.00** per sheet

1"x4" Pine sheathing – \$6.50 per linear foot	2"x4" Pine framing - \$5.00 per linear foot
1"x6" Pine sheathing - \$6.50 per linear foot	2"x6" Pine framing - \$5.00 per linear foot
1"x8" Pine sheathing - \$6.50 per linear foot	2"x8" Pine framing - \$5.00 per linear foot
1"x10" Pine sheathing - \$7.00 per linear foot	2"x10" Pine framing - \$7.00 per linear foot
1"x12" Pine sheathing - \$8.00 per linear foot	2"x12" Pine framing - \$8.00 per linear foot
1"x 6" and 1"x 8" Pine T&G sheathing - \$8.00 per linear foot	

Fascia Replacement Rates

1"x4" Pine fascia - \$7.00	1"x4" Cedar fascia - \$8.50
1"x6" Pine fascia - \$7.00	1"x6" Cedar fascia - \$10.00
1"x8" Pine fascia - \$8.00	1"x8" Cedar fascia - \$12.00
1"x10" Pine fascia - \$9.00	1"x10" Cedar fascia - \$14.00
1"x12" Pine fascia - \$10.00	1"x12" Cedar fascia - \$15.00
2"x4" Pine fascia - \$7.00	2"x4" Cedar fascia - \$10.00
2"x6" Pine fascia - \$7.00	2"x6" Cedar fascia - \$11.00
2"x8" Pine fascia - \$7.00	2"x8" Cedar fascia - \$12.00
2"x10" Pine fascia - \$8.00	2"x10" Cedar fascia - \$17.00
2"x12" Pine fascia - \$10.00	2"x12" Cedar fascia - \$20.00
1"x2" Pine furring strip - \$3.00 per foot	

I have read and understand the above and acknowledge that wood replacement is an additional charge.

Owner / Agent Signature: _____ **Date:** _____

Owner / Agent Name (please print) _____

TERMS AND CONDITIONS

1. Collis Roofing, Inc. ("Contractor") assumes no responsibility for structural integrity of the roof deck or of the building on which the roofing is to be installed. Customer represents all structures to be in sound condition capable of withstanding normal roofing construction and operations. Collis Roofing is not responsible for any roof or structural related issue that may occur as a result of combining a sealed attic system with a self-adhered underlayment.
2. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to affect the work covered by this contract. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
3. Manufacturing defects in newly installed roofing products are not a cause for non-payment or delay in payment. Where colors are to be matched, Contractor shall make every reasonable effort using standard colors and materials but does not guarantee a perfect match.
4. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials.
5. Customer shall be entitled to order changes and the contract price shall be adjusted accordingly. Upon removal of the existing roofing, conditions which require additional work, such as rotten or deteriorated wood, termite damage, or deficiencies in existing roofing underlayments are sometimes encountered. If the scope of work outlined on the face of this proposal does not contemplate such conditions, Contractor will promptly report the condition to the Customer and take such steps as are reasonably necessary and prudent to protect the building. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, dry-in felt, caulking, metal-edging or flashing of any type. Additionally, if it is determined that the roof has multiple layers of preexisting roofing material or any alteration to or deviation from the specifications described on the front side of this proposal involving extra costs will be billed as an extra charge on a time and material basis. Replacement of deteriorated wood will not be optional for the security of warranties and will be supplied as disclosed on contract. This is above and beyond the roofing quote and does not require an additional signature. All wood replacement will be considered authorized unless cap is specified in writing by homeowner.
6. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to cracked driveways, acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials, acts of Owner or agents of Owner. Contractor is not required to remove water from the roof. If the roof(s) need to be unloaded due to high winds or storms, Customer agrees to reimburse Contractor for labor and equipment costs for unloading and reloading the roofs(s). If gutter and/or downspouts are to be removed to facilitate a re-roof, Contractor shall not be held responsible for any damage caused by removal and/or re-installation of gutter and/or downspouts. If Contractor discovers a pre-existing condition that is causing damage to property or the structure of a home, or prevents Contractor from completing its duties hereunder, Contractor shall contact Customer immediately.
7. Customer is to carry property and casualty insurance, including coverage for fire, wind damage and vandalism.
8. Customer acknowledges that re-roofing may cause vibration, disturbance, dust or debris to fall around or into the home. Customer agrees to remove or protect property directly below or adjacent to the roof in order to minimize potential damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of reroofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
9. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. To the extent that Contractor did not cause damage to the roof that caused the occurrence or exposure to mold, mildew, fungi, spores, and for any other hazardous chemical or biological agent, Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents. If Customer fails to make periodic inspections for sign of water intrusion and/or fails to act promptly (including notice to Contractor) when Customer believes there are roof leaks, the Customer shall hold harmless and indemnify Contractor from claims arising out of or relating to property damage, personal injury, illness, allergic reactions, disease and/or death resulting from the occurrence or exposure to mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agents.
10. Contractor is not responsible for adequacy of draining or ponding as a result of the original roof design for the building. Contractor does not provide engineering, consulting, architectural or design services, and it is not the intent of the Contractor to alter the original drainage or ponding design for the roof. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance if it desires to alter the original draining or ponding designs. Contractor is not responsible for the original roof design and shall not alter the draining or ponding schemes for the buildings. Any change in specification or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis.
11. Contractor's work will be warranted by Contractor in accordance with its standard warranty. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor **SHALL NOT BE LIABLE FOR SPECIAL OR PUNITIVE DAMAGES**. Notwithstanding any contrary language in the standard warranty, Customer agrees that it shall notify Contractor within five (5) days of discovering any leaks due to the roofing system and/or the Contractor's scope of work pursuant to this contract. Customer's failure to timely notify Contractor of a leak due to the roofing system and/or Contractor's scope of work pursuant to this contract, as required by this paragraph, shall absolve Contractor of ANY liability for damages created as a result of that leak or system failure. Nothing in this paragraph or contract shall extend Contractor's responsibility beyond the time limits of the warranty and/ or Florida Statute. Customer and Contractor agree that Contractor's liability for all damages found to be due to a leak in the roof system and/or Contractor's scope of work pursuant to this contract shall be limited to no more than \$15,000.00 per occurrence. If an individual or entity other than Collis Roofing Inc. performs roof cleaning on the Collis Roofing applied roof, any and all warranties will be void.
12. Customer acknowledges and understands while the Contractor is actively completing the work under the contract, the work environment, including all roof areas, is a dangerous environment. Customer agrees not to interfere with the contractor from performing the duties under this contract. Customer agrees not to enter the work environment while work is being performed under this contract.
13. This contract shall be governed by Florida law and any action filed by either party as a result of a dispute resulting from or arising out of this contract or the transactions contemplated hereby shall only be filed in the Circuit Court in and for Seminole County Florida. I agree that if Collis Roofing, Inc. is required to take any action to enforce this contract I shall pay Collis Roofing Inc.'s attorney fees and costs, whether or not a suit is filed.
14. Contractor will provide a written release of lien, upon request, following receipt of final payment on the contract.
15. **WAIVERS OF SUBROGATION.** The Buyer waives all rights against Collis Roofing and any Collis Roofing's subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained by Buyer or other property insurance applicable to Collis Roofing's work. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise in favor of Collis Roofing. A waiver of subrogation shall be effective as to Collis Roofing or sub-entity even though Collis Roofing or sub-entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
16. **DISCLAIMER OF IMPLIED WARRANTIES. COLLIS ROOFING DISCLAIMS, AND BUYER ACKNOWLEDGES ACCEPTANCE OF SAME AS TO ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND MERCHANTABILITY, WHETHER OTHERWISE ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.** There are no warranties which extend beyond those express warranties contained in this Agreement. Buyer affirms that it has not relied upon Collis Roofing's skills nor judgment in selecting the roofing services and materials provided by Collis Roofing.
17. This agreement constitutes the entire contract by and between Contractor and Owner and the parties are not bound by oral expression or representation by any party or agent of either party. The above pricing, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

REV. 11/18

STATUTORY WARNINGS LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 Blair Stone Road, TALLAHASSEE, FL 32399-2202.

TERMS AND CONDITIONS / SKYLIGHTS

- In the event that the homeowner is unavailable to be present during the skylight installation then the installers will use reasonable care in positioning the skylight. Collis Roofing shall not be responsible for the final positioning of the skylight if the homeowner is not able to be present during the installation.
- We use reasonable care when removing an existing skylight for replacement. However, homeowner acknowledges and understands that damage may occur to the existing drywall and caulking in the skylight tunnel during this process. Collis Roofing is not responsible for such damage.
- If damage does occur during the removal process we can install interior skylight trim for a fee.
- Payment for the roof replacement is due upon completion of the roof and is not contingent upon the completion of additional trim work, drywall or painting.

TERMS AND CONDITIONS / POSSIBLE AFFECTS TO YOUR PROPERTY

Collis Roofing, Inc. must have access to your property in order to complete your roof.

The roofing process may affect your property in the following ways:

- Current building codes require the use of specific size nails for the installation of your roofing products and the repair of any roof decking, if necessary. The homeowner is responsible for notifying us if conditions such as electrical wiring, air conditioning lines, or plumbing lines are in danger of penetration of these fasteners. Collis Roofing, Inc. will use caution and reasonable care, however, we are not responsible for damages to such components.
- Collis Roofing is not responsible for broken or punctured water lines, air conditioning lines, or electrical wires.
- Skylight or vent-hole penetrations may result in loose debris falling into the interior of the home.
- Existing roofing debris may be encountered around the surrounding areas of the structure during the roofing process. Customer agrees to remove or protect property directly below or adjacent to the roof in order to minimize potential damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to property that Customer did not remove or protect prior to commencement of roofing operations.

We are committed to providing you the highest quality of service. We want to make you aware of these conditions which require caution so that we may expedite your roofing process and make it a satisfactory experience. I have read and understand the above.

By signing this document, you the customer are aware and agree to all disclaimers. You as the customer have the right to cancel any and all service(s) within 3 days of signing this contract. All sales are final. If you choose to cancel the transaction, please notify us in writing at the business address referenced above. Collis Roofing reserves the right to file property liens if payment(s) are not received.

Owner's Signature: _____ Date: _____

Owner's Name (please print) _____

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: June 5, 2025 **Meeting Date:** June 12, 2025

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

Issue: The Winter Garden Police Department is planning their National Night Out event in downtown Winter Garden on Tuesday, October 7, 2025.

Discussion:

The Winter Garden Police Department has submitted an application to hold their annual community building event that promotes police-community partnerships and awareness called National Night Out. The event will be on Tuesday, October 7th and run from 6:00 pm until 9:00 pm. Citizens may attend the event to get to know the Winter Garden Police and Fire personnel and the plethora of jobs they perform. The event will include free food for attendees.

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

Recommended Action:

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

Attachment(s)/References:

Permit Application with Event Map

Community Development
Planning & Zoning

MAY 07 2025

Received by:
Project #:

CEF

PZE 2025-0095

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

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

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

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

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

DATE OF APPLICATION: 05/07/2025
 ORGANIZATION/GROUP: Winter Garden Police Department NON-PROFIT ☐ CORP ☐ INDIV. ☒
 NAME OF EVENT: National Night Out
 CONTACT/REPRESENTATIVE: Gail Michaud Johnson PHONE # 407-656-3636 Ext.4405
 ALT. PHONE #: 407-637-0033 EMAIL: gmichaud@wgpd.com
 EVENT LOCATION: 104 S. Lakeview Avenue PROPOSED DATES: 10/07/2025
 HOURS: 1800-2100 ESTIMATED DAILY ATTENDANCE: 300
 DATES & TIMES OF EVENT SETUP & BREAKDOWN:
 SET UP: 1600 BREAKDOWN: 2200

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

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

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
☐ ALCOHOL SERVED
☐ ALCOHOL SALES
☐ FIREWORKS/PYROTECHNICS
☐ FOOD TRUCKS
☒ MERCH. VENDORS # OF: 20-25
☒ OPEN TO PUBLIC
☒ STREET/SIDEWALK CLOSURE
 HOURS OF: 12-2130 hours
☐ CITY WATER USED
☐ EVENT HELP PREVIOUSLY
☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
 HOURS OF: 1800-2100
☐ PORTABLE RESTROOMS
☐ SPORTS EQUIPMENT
☐ STAGE/PROPS/PRODUCTION
☒ TENTS # & SIZE OF: (15) 10x10
☒ TEMPORARY EVENT SIGNAGE
☒ DUMPSTERS/RECEPTACLES
☒ COOKING EQUIPMENT USED
☒ GAS ☐ OPEN FLAME
☐ OTHER (EXPLAIN):

City grill to cook hot dogs



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

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

SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000

PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000

FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00

EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00

EVENTS WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

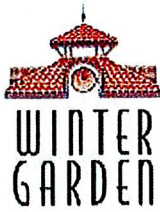
MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

REVISED 02/23/2016



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

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

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie.
Heightens crime and drug prevention awareness
Generate support for, and participation in, local anti-crime programs
Strengthens neighborhood spirit and police-community partnerships
Sends a message to criminals that our city and neighborhoods are organized and fighting back
This is a free event for all who attend and there is free food available. Citizens are able to meet and get to know Winter Garden Police and Firemen and the different services and tools used to perform job functions.

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

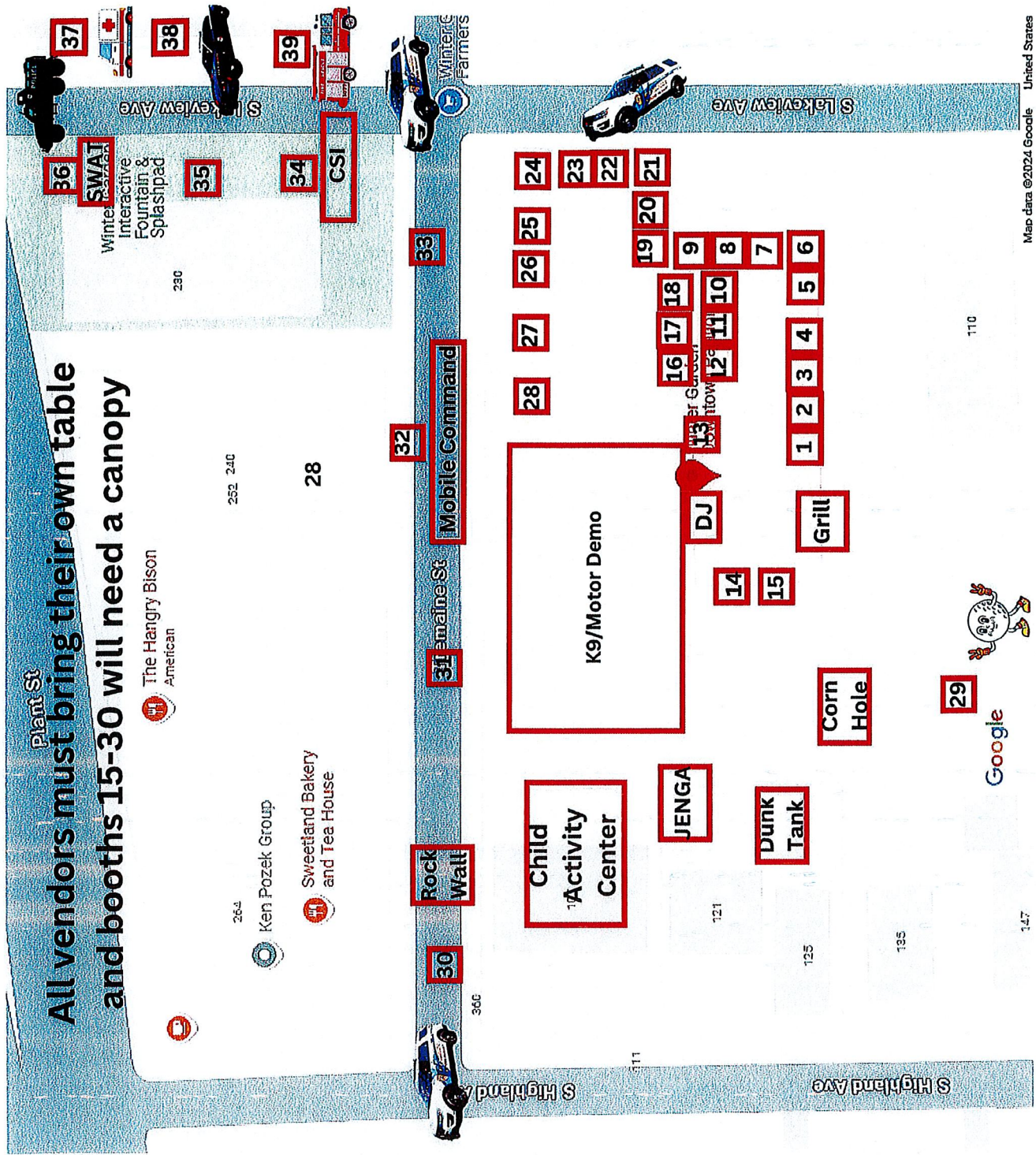
(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	☐ FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: ☐ Yes / ☐ No	
CONDITIONS:			

REVISED 02/23/2016

- 1 - Explorers
- 2 - WGPd CID
- 3 - WGPd Dispatch
- 4 - Starbucks
- 5 - PAL Cotton Candy
- 6 - 1st United Methodist
- 7 - Crimeline
- 8 - WG Library
- 9 - Fairwinds Credit Union
- 10 - CLU Popcorn
- 11 - Color Me Mine
- 12 - Education 1st
- 13 - P.S my Treat
- 14 - Eye Candy & WOSL
- 16 - Atlas Injury
- 17 - Collison Cary
- 18 - Lakeview SGO
- 19 - Dance Collective
- 20 - American Legion
- 21 - Challenge 22
- 22 - Keller Williams
- 23 - Polka Dot2/Dogz
- 24 - Golden Pond
- 25 - ADT
- 26- *Aspsale*
- 27- Girl Scouts Troop244
- 28- WG Music
- 29- Putt Putt
- 30- Soul Haven
- 31- Kingdom Culture
- 32- Incident Command
- 33- State Farm
- 34- CSI
- 35- Recruiting
- 36- SWAT
- 37- Advent Health
- 38- FHP
- 39- WGFd



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: June 5, 2025 **Meeting Date:** June 12, 2025

Subject: **Winter Garden Police Athletic League – Donut Dash 5k**

Issue: The Winter Garden Police Athletic League is planning a 5K run (Donut Dash), starting and ending in Newton Park on November 8, 2025.

Discussion:
The Winter Garden Police Athletic League has submitted an application to hold their annual Donut Dash 5K run starting and ending in Newton Park on Saturday, November 8, 2025 from 6:30 – 11:00 AM. The route will proceed in a loop along segments of nearby streets including Crest Ave, the West Orange Trail, Tilden Street, Boyd Street, and West Garden Ave. None of the streets along the route will be closed for the event other than the cul-de-sac at the end of W Garden Ave. The event will include six vendors and light breakfast will be served. There will be three donut and water stations set up along the 5k route.

Recommended Action:
Staff recommends approval of the special event.

Attachment(s)/References:
Permit Application with Race Route Map

Community Development
Planning & Zoning

MAY 07 2025

Received by: _____
Project #: _____

CEF

P2E2025-0096

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

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

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

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

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

DATE OF APPLICATION: 05/07/2025
 ORGANIZATION/GROUP: Winter Garden Police Athletic League NON-PROFIT ☒ CORP ☐ INDIV. ☐
 NAME OF EVENT: Donut Dash 5K
 CONTACT/REPRESENTATIVE: Gail Michaud Johnson PHONE # 407-656-3636 Ext.4405
 ALT. PHONE #: 407-637-0033 EMAIL: gmichaud@wgpd.com
 EVENT LOCATION: Newton Park (Surprise Dr / Garden Ave cul-de-sac) PROPOSED DATES: 11/08/2025
 HOURS: 0700-1100 ESTIMATED DAILY ATTENDANCE: 350
 DATES & TIMES OF EVENT SETUP & BREAKDOWN:
 SET UP: 0500 BREAKDOWN: 1100

31 W Garden Ave

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

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

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
☐ ALCOHOL SERVED
☐ ALCOHOL SALES
☐ FIREWORKS/PYROTECHNICS
☐ FOOD TRUCKS
☒ MERCH. VENDORS # OF: 6
☒ OPEN TO PUBLIC
☒ STREET/SIDEWALK CLOSURE
 HOURS OF: minimal
☐ CITY WATER USED
☐ EVENT HELP PREVIOUSLY
☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
 HOURS OF: 0700-1030
☒ PORTABLE RESTROOMS
☐ SPORTS EQUIPMENT
☐ STAGE/PROPS/PRODUCTION
☒ TENTS # & SIZE OF: (8) 10x10
☒ TEMPORARY EVENT SIGNAGE
☒ DUMPSTERS/RECEPTACLES
☐ COOKING EQUIPMENT USED
☐ GAS ☐ OPEN FLAME
☐ OTHER (EXPLAIN):



CITY OF WINTER GARDEN
Community Development
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SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000

PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000

FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00

EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00

EVENTS WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

REVISED 02/23/2016



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

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

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

Location: Newton Park (Garden Ave/ Surprise Dr. cul-de-sac)
0630-0745 Packet-pick up, light breakfast items available for runners
0800 walk/run begins (route provided) 3 donut and water stations available along the route
Vender's Sponsors will be in the cul-de-sac along with the start/finish line
1030 Awards
1100 Wind down/begin breakdown/ clean-up
No streets will be blocked only the start/stop cul-de-sac

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	☐ FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: ☐ YES / ☐ NO	
CONDITIONS:			

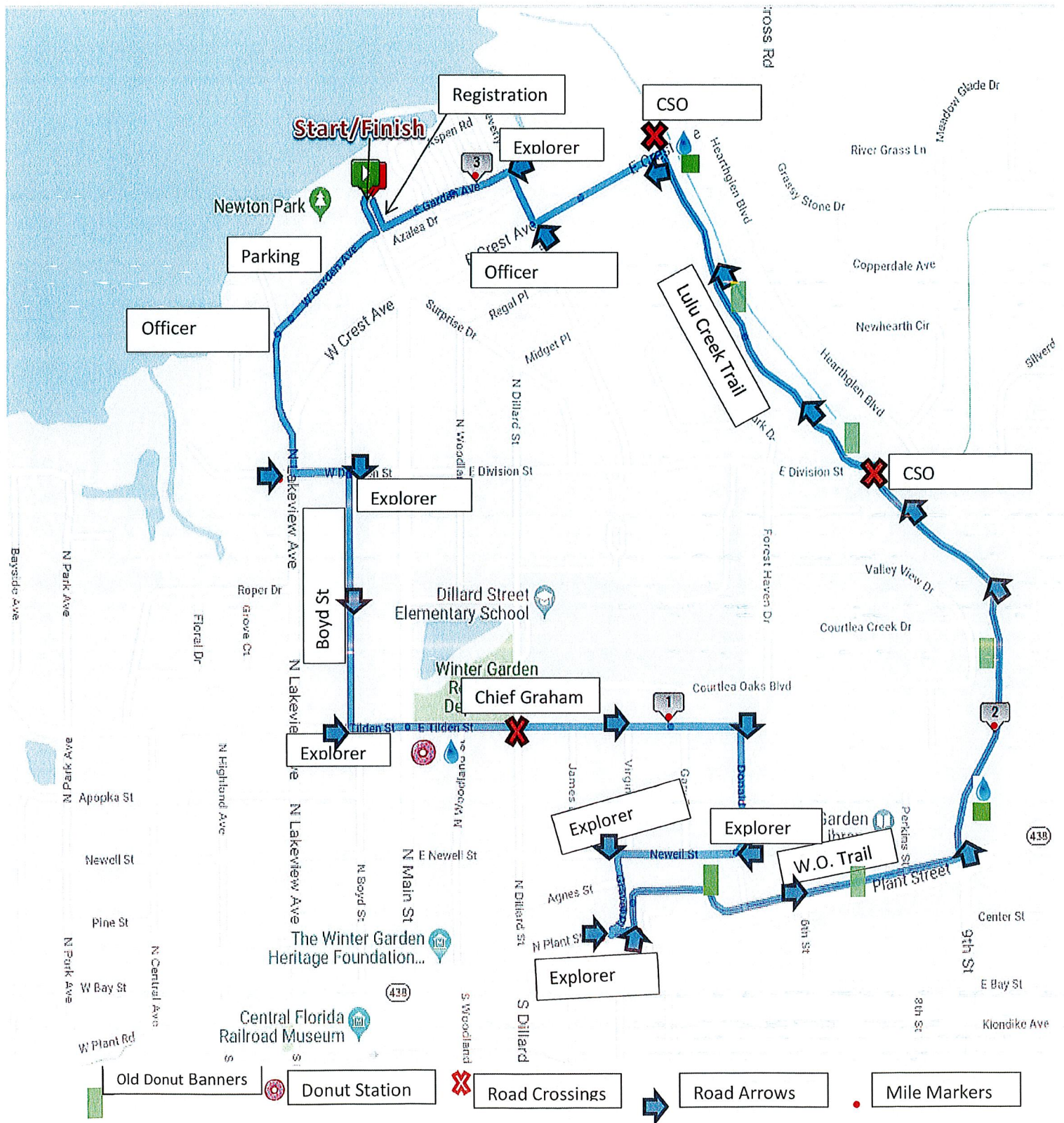
REVISED 02/23/2016

Donut Dash 5K 2025 Race Route

 Water and Donut Stations

Registration: 1 Surprise Dr. Winter Garden, FL 34787

Parking: 31 W. Garden Ave. Winter Garden, FL 3478





THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: June 3, 2025

Meeting Date: June 12, 2025

Subject: House Relocation Along Plant Street - 996 E Plant to 971 E Plant

Issue: The property owner (Winter Garden Salon Development, LLC), of 996 E Plant Street (SW corner of Plant and 9th Street) plans to begin construction of a commercial retail/office development later in 2025 at this location. The project is called Point on Plant. There is an existing 2,707 SF house on this property that was built in 1926 that now needs to be removed in preparation for site work and construction. Rather than demolishing the structure, the property owner has offered to donate it to a willing recipient. Eight Waves, Inc., a local nonprofit organization, has agreed to accept this house to further meet the needs for their under-resourced children and family focused programming as they have outgrown their current rented location. This house will give Eight Waves a permanent structure and offer more space to respond to growth. The City also intends to enter into a long-term ground lease agreement with Eight Waves on the undeveloped property owned by the City approx. 270 feet directly across the street located at 971 E Plant Street. Eight Waves will improve and use this property to build a two-phased children's museum. The donated house will be part of phase 1 and will be moved or relocated to an area on the leased City property facing Plant Street. To facilitate the relocation of this house, the City intends to financially assist with the move which will cost a total of \$100,000 based on quote provided by the structure moving specialist, Youngblood Building Movers, Inc. The City will contribute \$80,000 towards the total cost and the house owner, Winter Garden Salon Development, LLC, will contribute \$20,000.

City views the benefits of this relationship and assistance as positive for the public good as it will save a one hundred year old structure with historical significance from being demolished and will undergird the growth and expansion of a local nonprofit that not only will further meet the needs of underserved families in Winter Garden but will help seed the birth of a first-of-its-kind children's museum in the Central Florida region.

Recommended Action: Motion to approve and authorize City Manager to engage and pay Youngblood Building Movers, Inc. for house relocation services in an amount not to exceed **\$80,000**.

Attachments/References:

Property Description

Illustrative Map

Property Description

996 E Plant Street, Winter Garden, Florida 34787



996 E PLANT ST, WINTER GARDEN, FL 34787 11/1/2023 11:44 AM



Parcel 13-22-27-0000-00-022 X

Print Date: 06/03/2025 System Refresh Date: 06/03/2025



996 E Plant St 13-22-27-0000-00-022

Name(s):

WINTER GARDEN SALON
DEVELOPMENT LLC

Physical Street Address:

996 E Plant St

Property Use:

1200 - Store/Office/Res I

Mailing Address On File:

2209 Howard Dr
Winter Park, FL 32789-6133
[Incorrect Mailing Address?](#)

Postal City and Zip:

Winter Garden, FL 34787

Municipality:

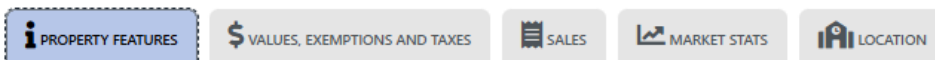
Winter Garden



996 E PLANT ST, WINTER GARDEN, FL 34787 11/1/2023 11:44 AM

[Upload Photos](#)

[View 2024 Property Record Card](#)



2025 Values will be available in August of 2025. To see the certified values, go to the Values, Exemptions and Taxes Tab.

[View Plat](#)

Property Description

BEG 103 FT S & 217 FT W OF S LINE OF COUNTY RD & E LINE OF SW 1/4 OF SW 1/4 OF SEC 13-22-27 TH RUN E 123 FT N TO RD WLY TO PT N OF BEG S TO POB & THE E 237 FT OF N 1/2 OF SW 1/4 OF SW 1/4 OF SEC 13-22-27 S OF ROAD (LESS E 15 FT & (LESS S 30 FT RD R/W) & (LESS COMM SE COR OF SW1/4 OF SW1/4 RUN N 1105.61 FT S 68 DEG W 16.17 FT S 32.67 FT TO POB TH S 104.95 FT N 19 DEG W 53.73 FT NWLY 59.80 FT S 68 DEG W 13.44 FT N 5.39 FT N 68 DEG E 85.17 FT TO POB TAKEN FOR R/W)

Total Land Area

69,904 sqft (+/-) | 1.60 acres (+/-)

[GIS Calculated](#)

[Notice](#)

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1200 - Store/office/res I	WG-I-2	69904 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...



Page 1 of 1 (Total Records: 1)

Building

[View Winter Garden Permits](#)



Model Code: 4 - Commercial
Type Code: 1210 - Store/Office/Res II
Building Value: Working Value...
Estimated New Cost: Working Value...

Actual Year Built: 1926
Beds: 0
Baths: 0
Floors: 1

Gross Area: 2707 sqft
Living Area: 2055 sqft
Exterior Wall: Alum/Vylsd
Interior Wall: Plywood,Pn

Map Illustration

House Structure Only Relocation – From 996 E Plant Street to 971 E Plant Street





THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: June 3, 2025

Meeting Date: June 12, 2025

Subject: Legacy Home Rehabilitation Program and Agreement

Issue: The CRA approved the budget of \$1M for FY2024 to support the Legacy Fund Home Rehabilitation Program to benefit homes in the Historic East Winter Garden Neighborhood. Home improvement work includes interior/exterior repairs of roof system, windows, doors, electrical, plumbing, mechanical HVAC, environmental, ADA improvements and other health and safety concerns. An additional \$250k from the City's General Fund was also approved for a total of \$1.25M. The goal is to fund and rehabilitate 15-20 homes each year with a maximum grant amount of \$50k per homeowner. The approach and administration of this program has been under development by City staff where several options were considered.

The City has found an administrative partner in Rebuilding Together Greater Florida, a nonprofit organization with a nationwide presence, whose mission is to philanthropically provide repairs to homes of the under-resourced, revitalize communities and rebuild lives. Rebuilding Together also works with counties and municipalities on CRA funded revitalization projects. The City intends to engage Rebuilding Together Greater Florida for their services and enter into a 1-year pilot management agreement where they will administer the rehabilitation work of the Legacy Fund. The pilot will focus on the completion of 4 homes within the CRA boundary and/or the Historic East Winter Garden Neighborhood over a term of 1-year. The pilot will also give the parties an opportunity to refine the program and lessons learned for the future. Resident eligibility requirements include: each home must be owner-occupied with homestead exemption, home must be located within the CRA District, owner must meet the low to very-low income guidelines of Orange County and property must have been built in 1979 or earlier. Administrative services will reflect management of online application requirements, home inspections/repair assessments, application review/approvals, host/deliver required homeowner classes, contractor/subcontractor services and collaborate with the One Winter Garden Organization for community outreach and pre-application assistance. Management fees will be 10% of the grant funding for each approved home plus \$700 in application services.

Staff believes there is mutual alignment in this partnership as well as shared goals for improving the quality of life for our residents according to the East Winter Garden Plan.

Recommended Action: Motion to approve the Legacy Home Rehabilitation Program and authorize City Manager to execute a 1-year pilot administration and management agreement between the City of Winter Garden CRA and Rebuilding Together Greater Florida.

Attachments/References:

Legacy Home Rehabilitation Program Guidelines

Legacy Home Rehabilitation Program Management Agreement



LEGACY HOME REHABILITATION PROGRAM GUIDELINES (PILOT)

The Community Redevelopment Agency (CRA) of the City of Winter Garden has developed a forgivable zero-interest loan program to qualified homeowners to help improve neighborhoods, bring dwellings into compliance with applicable adopted housing standards, reduce future maintenance costs, preserve decent affordable owner-occupied housing, and to eliminate threatening health and safety-related property conditions of dwellings located in the CRA District.

This program is designed to provide a grant in the form of a zero-interest ten (10) year forgivable loan to income-qualified homeowners of owner-occupied single-family homes whose property needs improvements. There are no monthly or periodic repayments required except when the conditions for the grant are not met by the homeowner during the ten (10) year term. During this ten (10) year term, the homeowner will also be required to maintain the property in a condition acceptable to the City of Winter Garden's Code of Ordinances, Chapter 18, Article II, Division IV, Section 18-151, and shall be the responsibility of City Code Enforcement to monitor periodically for compliance. This program is intended to be for capital improvements and is not responsible for minor maintenance.

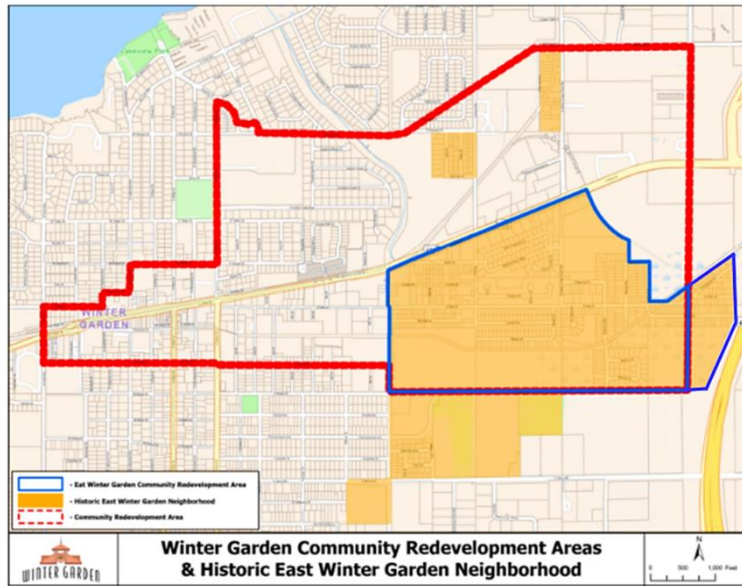
The goal of the program is to complete 15-20 home renovations within the CRA district per fiscal year. The maximum grant amount for each approved homeowner is \$50,000 less any administrative cost. With this goal, the CRA aspires to improve the quality of life of eligible homeowners. Applications will be accepted on a first come first serve basis as funds are available. Applicants must submit a complete application with all necessary attachments to be considered. Applications will be prioritized based on criticality of need in the following categories:

- Health and Safety
- Code Violations
- New Applicants

ELIGIBILITY REQUIREMENTS

- ✓ The home must be located in the CRA district and/or within the targeted area of the Historic East Winter Garden Neighborhood (restrictions apply - see map below)
- ✓ Must meet Orange County's most current income guidelines for very-low and low income (see table)
- ✓ Home must be owner-occupied with homestead exemption
- ✓ Single-Family detached dwellings only - *duplexes, apartments, mobile homes, accessory structures do not qualify for this program.*
- ✓ Property must be current on all taxes and liens
- ✓ Property must have homeowner's insurance (may be waived at the discretion of City staff)
- ✓ Property must have been built in 1979 or earlier

CRA Boundary



Red boundary denotes the City of Winter Garden CRA district

Blue boundary in yellow shade denotes the **targeted area** of the Historic East Winter Garden Neighborhood for Legacy Home Rehabilitation Funding

Yellow denotes the overall Historic East Winter Garden Neighborhood area

Funding Restrictions Note: The CRA will only provide home rehabilitation grant funding to approved homes in the yellow-shaded blue bordered area of the Historic East Winter Garden Neighborhood that are also located within the CRA boundary outlined in red. However, approved homes located outside of this red outlined CRA boundary but within the yellow-shaded blue bordered area of the Historic East Winter Garden Neighborhood area, specifically, Christopher St, Saba St, Trumbo St and E Bay St, will also receive home rehabilitation grant funding from the City's General Fund.

INCOME LIMITS (adjusted by household size) Household must meet the Orange County Income Limit Guidelines for low income (80% AMI) or below. The income limits are as follows:

 Orange County, Florida 2024 Income Limits Down Payment Assistance			
Area Median (Family) Income \$90,400			
HOUSE- HOLD SIZE	INCOME CATEGORY		
	VERY LOW (50% OF MEDIAN)	LOW (80% OF MEDIAN)	MODERATE (120% OF MEDIAN)
1	\$33,800	\$54,050	\$81,120
2	\$38,600	\$61,800	\$92,640
3	\$43,450	\$69,500	\$104,280
4	\$48,250	\$77,200	\$115,800
5	\$52,150	\$83,400	\$125,160
6	\$56,000	\$89,550	\$134,400
7	\$59,850	\$95,750	\$143,640
8	\$63,700	\$101,950	\$152,880

Orange County Housing and Community Development Division
Effective: April 1, 2024

ELIGIBLE IMPROVEMENTS

The home rehabilitation program assists homeowners in correcting health and safety hazards, code violations, and making other repairs to the interior or exterior of the home. Eligible improvements may include:

- Replacing windows, doors and screens
- Weather stripping
- Electrical repairs
- Foundation repairs
- Plumbing repairs
- Replumbing of home & service line replacement
- Mechanical HVAC repair or replacement
- Roof system repair
- Insulation
- Drywall repair/replacement
- Exterior/Interior painting
- Handicap accessibility/improvements
- Environmental– asbestos/lead/mold correction
- Sewer and Septic – repair, replacement, and connection fees (If City sewer is available, connection is required)
- Tree trimming, removal, & replacement (only if deemed an immediate safety issue by City Inspectors)
- And any other health, safety and building code violation improvements deemed necessary by the City

All repairs provided under this program will be completed by the **program's designated third-party contractor** and will be covered by a one-year guarantee period, with the exception of a roof repair which has a three-year guarantee period. Applicants will be referred to Orange County if more work is needed other than what the Legacy Home Rehabilitation Program can offer. ***Applicants whose home has been deemed uninhabitable and/or does not meet the minimum requirements for the Legacy Home Rehabilitation program are encouraged to pursue housing options using the CRA Down Payment Assistance Program.***

City staff (on behalf of the CRA) has the discretion to prioritize the improvements based on severity of health and safety property conditions. Grant funding for home rehabilitation work cannot be used to satisfy outstanding code enforcement fines. City staff reserves final right to approve or disapprove of qualifying repairs and replacements. Inspections on all work will be performed and approved by city building inspectors.

PROCESS AND TIMEFRAME – After qualification/eligibility screenings, submitted applications will be evaluated for either approval or denial. The City of Winter Garden staff (on behalf of the CRA) reserves the right to preside and rule over all application decisions based on the established program requirements. All application decisions by City staff will be final. Homeowners with approved applications will then sign a right-of-entry agreement to have inspections conducted on their home which will be performed by a third-party (licensed) contractor/inspector to determine minimum rehabilitation requirements and prepare an itemized scope of work including related budget for needed improvements. Approved homeowner will then complete all other additional requirements established by this program and sign the Legacy Home Rehabilitation Grant Agreement, which is a grant in the form of a 10-year forgivable zero-interest loan with no monthly repayments except if the conditions of the grant are not met during the 10-year term.

Once scope of work and budget are determined including the completion of all requirements, the CRA will then review and approve the start of the rehabilitation work and grant funds (as budgeted) will be release directly to the city's third-party (licensed)

contractor based on an agreed-upon disbursement schedule. No funds will be paid to the homeowner or approved applicant for rehabilitation work. When the repair work is completed, final inspections will be performed by city staff. After the repair project has been completed, and during the ten (10) year term of the grant, the homeowner is responsible for care, upkeep and maintenance of all improvements made to the home and shall be periodically monitored by City Code Enforcement for compliance. Should rehabilitation work require the homeowner to temporarily vacate the home, the homeowner must arrange for alternative living accommodations, at homeowner's cost, until the home is habitable.

Construction Extension

An extension for the construction/repair period will be given to the city's third-party contractor only if the contractor experiences a supplier's delay of materials ordered for the job or if project work was significantly interrupted by an act of God event (ex. Hurricane). Regular and coordinated inspections will be performed by city staff throughout the home repair construction period to help direct the work efforts of the city's third-party contractor. Homeowners are to make all reasonable effort to allow access to the property so work can be completed in a timely manner. It is the responsibility of the homeowner to move/relocate all furniture or other items interfering with completion of the job. The homeowner is also responsible for the cleaning and additional maintenance supplies once the project has been completed. The third-party contractor will not move any furniture nor provide maintenance supplies.

Grant for the Repairs

The grant agreement entered into by the homeowner in the contract will be a zero-interest grant/loan forgiven after ten (10) years of continuous residency with all grant conditions met. If the homeowner chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant term. If the home ownership passes to another relative and if that person chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant term.

HOMEOWNER CLASSES – To be eligible to receive a grant for this program, the **Homeowner, or representative, must complete (1) a financial literacy training course and (2) a basic home maintenance training course prior to the start of the home rehabilitation. City of Winter Garden staff (on behalf of the CRA) will not authorize commencement of any rehabilitation work if homeowner or representative has not completed the required homeowner classes.**

PROGRAM REUSE - A property that has participated in a prior CRA or City of Winter Garden home rehabilitation program may not reapply for future grant assistance.

PROGRAM FUNDS AVAILABILITY - Due to the uncertain nature of budget availability in any given year and the uncertainty of future grant awards, the CRA cannot guarantee that funding will be available in future years for home renovation. In no way will the CRA be required to offer funding for any home renovation work outside of officially established funds budgeted specifically for the program.

City of Winter Garden Community Redevelopment Agency (CRA) Leadership

CRA Board Members:

John Rees, Mayor and District 5
Lisa Bennett, District 1
Iliana R. Jones, District 2
Chloe Johnson, District 3
Colin Sharman, District 4
Charlie Mae Wilder, Orange County

CRA Advisory Board Members:

Nick Asma	Tim Keating
Derek Blakeslee	Torrence Rhodes
Larry Cappleman	Don Wingate
Sharee Hodge	
Jamie Holley	
Carmen Horne	

Staff Support:

Jon C. Williams, City Manager
Marc Hutchinson, Economic Development Director
Steve Pash, Assist. City Manager Public Services
Laura Zielonka, Director of Finance
Kelly, Carson, Planning Director

Contact:

300 W. Plant Street
Winter Garden, FL 34787
Phone: (407)656-4111

City Third-Party Contractor

Rebuilding Together Central Florida
<https://www.rtcfl.org/>

Community Partner

One Winter Garden
<https://www.onewintergarden.com/>

SUBMISSION OF APPLICATION DOES NOT GUARANTEE ACCEPTANCE/FUNDING

CRA LEGACY HOME REHABILITATION PROGRAM PROCESS

- Step One:** **Submit online application and required documents.** Make sure all required supporting documents are completely filled out, signed, and attached.
- Step Two:** **Complete and sign right of entry agreement** to permit reasonable home access by the CRA's third-party contractor to conduct inspections and repair evaluations.
- Step Three:** **Meet with the CRA's third-party contractor/inspector for initial home inspection.** This third-party contractor/inspector will work with you to determine a suitable time to schedule the initial home inspection. Inspection will involve multi-media documentation to help assess repair needs not limited to photography and video.
- Step Four:** **Application reviewed by City staff (on behalf of the CRA) for final approval or denial.** Denial applicants will receive proper notice and the reason for denial. Approved applicants are conditionally approved subject to the completion of remaining the requirements identified in **Step Five** below.
- Step Five:** **Complete the required homeowner classes** for financial literacy and home maintenance training. Homeowner will need to coordinate with the CRA's third-party contractor to schedule available training sessions. These must be completed before the commencement of rehabilitation work.
- Step Six:** **Sign grant contract agreement.** Once the applicant receives approval and applicant completes the required homeowner classes (identified in **Step Five**), the City staff (on behalf of the CRA) will coordinate to send over the grant agreement via email for signature and execution. The grant will be in the form of a forgivable zero-interest ten (10) year loan.
- Step Seven:** **Schedule repairs.** Once the grant agreement is signed by all required parties, the homeowner/applicant can coordinate and work with the CRA's third-party contractor to schedule and begin rehabilitation work on home.
- Step Eight:** **Check permitting.** Once the work is complete, City staff will verify that all improvements have been made to the home (per construction scope of work) by verifying that the requested permits are closed. The homeowner will need to reach out to the city to disclose repair status.
- Step Nine:** **Payment.** Upon the applicant certifying the approval of completed repairs, City staff (on behalf of the CRA) will issue a check to the CRA's third-party contractor for the approved grant amount. Funds will not be disbursed directly to the homeowner at any time. *Partial payments may be made according to an agreed upon schedule between City staff and the CRA's third-party contractor.*

PROGRAM MEASURES OF SUCCESS

- Before and after photography/video documentation of all home rehabilitation work by the CRA's third-party contractor
- Annual/Progress reporting:
 - # of applications submitted
 - # or % of homes pre-inspected for repair assessment
 - # or % of applicants recommended to pursue alternate housing assistance
 - # or % of applications conditional approved
 - # or % of approved applicants completing all requirements (prior to start of work)
 - Rehab project work started and underway
 - Rehab project work completed
 - % of rehab project work completed on-time (within 4 months or 120 days)
 - Average cycle time of rehab project work (repair work start to repair work completion)
 - # of city staff inspections conducted per home
- Homeowner rehab work satisfaction survey (7-14 days after work completion)

CRA LEGACY HOME REHABILITATION PROGRAM FREQUENTLY ASKED QUESTIONS (FAQs)

What is the CRA Legacy Home Rehabilitation Program?

The CRA Legacy Home rehabilitation program is a grant funded by the City of Winter Garden CRA. This grant, in the form of forgivable zero-interest loan, is provided to qualified homeowners to help improve neighborhoods, bring homes into compliance with applicable adopted housing standards, reduce future maintenance costs, preserve decent affordable owner-occupied housing, and to eliminate threatening health and safety-related property conditions. These eligible homes must be located within both the CRA boundary/district and/or the Historic East Winter Garden Neighborhood. For homes outside of the CRA district/boundary but within the targeted area of the Historic East Winter Garden Neighborhood area (as depicted in the CRA map), additional funding is available from the City's General Fund for approved homes specifically located on Christopher St, Saba St, Trumbo St and E Bay St.

Who is eligible for the program?

An applicant is eligible for the program if they meet the following requirements:

1. Applicant meets Orange County's most current income guidelines for very-low and low-income residents
2. The property is located within the City of Winter Garden's CRA boundary and/or within the targeted area of the Historic East Winter Garden Neighborhood (see CRA map).
3. Home is **owner-occupied**
4. Property is a **single-family detached dwelling**
5. Property is **current on all taxes and liens**
6. Property has homeowner's insurance (may be waived at the discretion of City staff)
7. Property must have been built in 1979 or earlier

Who decides what work is needed?

The homeowner will provide a list of requested improvements upon applying for the program. From this point, the CRA's third-party contractor will inspect/assess the property to develop a scope of work and estimated cost for the project. After the scope of work is delivered, it is up to the applicant to determine what repairs he/she will move forward with in the program.

What improvements can be made?

Please refer to the program guidelines for a list of eligible improvements.

Do I have to pay back the funds?

No. The grant agreement entered into by the homeowner in the contract will be forgiven after ten (10) years of continuous residency with all grant conditions met. However, if the homeowner fails to meet the requirements of the grant to include choosing to sell the property within this ten (10) year grant period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value for each year remaining in the ten (10) year term. If the home ownership passes to another relative and if that person chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the value of grant/loan for each year remaining in the loan term.

What happens if I sell my home?

If you sell your home, or rent, refinance, transfer title or if the home ceases to be your principal residence during the ten (10) year term of the grant/loan, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value for each year remaining in the loan term. *Example, if homeowner receives a **\$50,000** grant with a ten (10) year term but decides to sell the property five (5) years later, this homeowner will need to pay back **\$25,000** (\$5,000 (10% annual prorated rate) X 5 (the remaining years on the grant term)).* Homeowner is free to sell, rent, refinance or transfer title without penalty once the ten (10) year grant/loan restricted period has been satisfied.

What is the maximum grant amount that I can get?

The maximum grant assistance amount towards a home is \$50,000 (less administrative cost).

CITY OF WINTER GARDEN LEGACY HOME REHABILITATION PROGRAM ADMINISTRATION AND MANAGEMENT AGREEMENT

This Contract (the “Contract”) is made and entered into as of the ___ day of _____, 2025, by and between the City of Winter Garden Community Redevelopment Agency (the “CRA”), located at 300 W Plant Street, Winter Garden, Florida 34787 and Rebuilding Together Greater Florida, Inc. (the “RTGFL”), a Florida not-for-profit corporation located at 126 E. Colonial Drive, Orlando, Florida 32801.

WITNESSETH

WHEREAS, the CRA offers a Legacy Home Rehabilitation Program (the “Program”) to owner-occupied properties within the CRA district that have health and safety concerns along with building code violations where these residents do not have the financial means to remedy and whose homes were built in 1979 or earlier; and

WHEREAS, the CRA desires to improve the overall quality of life for the residents of the Historic East Winter Garden Neighborhood while addressing interior and exterior repair needs of owner-occupied homes; and

WHEREAS, RTGFL is a certified non-profit organization and licensed general contractor that has successfully delivered several hundred rehabilitation projects in various counties and cities throughout Florida; and

WHEREAS, the CRA desires to enter into a contract with RTGFL whereby RTGFL will administer and manage the Program for the CRA in accordance with the terms and conditions of this Contract, as well as, proactively process and identify qualified properties within the CRA District and/or targeted area of the Historic East Winter Garden Neighborhood that could benefit from the Program; and

NOW, THEREFORE, the CRA and RTGFL, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SCOPE OF WORK

RTGFL shall perform the following services on behalf of the CRA:

1. Collaborate with the One Winter Garden Organization, a local community advocacy group to assist with community engagement opportunities and the resident pre-application process.
2. Prepare/Provide an online application mechanism for the residents of the CRA District and/or targeted area of the Historic East Winter Garden Neighborhood to complete in order to be considered for the Program (the “Application”).
3. Evaluate the Application and either approve or deny the Application using criteria and requirements as provided by the CRA in this Contract and the attached Exhibit A. If RTGFL denies an Application, RTGFL shall notify the applicant and provide explanation for denial.
4. Conduct property assessments/inspections to determine the scope of rehabilitation/repairs needed to remediate health/safety and building code issues on each qualified property (the “Rehabilitation”).
5. Create a budget in an amount not-to-exceed \$50,000, including administrative fees for RTGFL services, relative to the Rehabilitation work.
6. Coordinate and oversee all construction and work with subcontractors to complete the Rehabilitation

work for an approved Application within the stated budget amount.

7. Work with the CRA, via the City of Winter Garden staff, to acquire all building permits and complete all required inspections for the Rehabilitation work.
8. Work with the CRA, via City of Winter Garden staff, to identify qualified properties within the CRA boundary and/or the targeted area of the Historic East Winter Garden Neighborhood that could benefit from the Program.
9. Prepare progress reports on a monthly basis, or as requested by the CRA or City of Winter Garden staff, relating to the Program.
10. Any other services that may be agreed upon by the Parties from time to time including engaging the support of existing corporate sponsors to contribute or donate to the home Rehabilitation effort.
11. **Not Included in Scope of Work:** Any unpermitted work that is discovered during the inspection shall not be included in the approved scope of work for the Legacy Rehabilitation Program. Any unpermitted work that is discovered, shall be the responsibility of the homeowner to remedy at his/her expense, unless otherwise approved by the City. Nothing prohibits the homeowner from working directly with RTGFL for a separate cost estimate and scope of work to remedy any unpermitted work.

COMPENSATION AND PAYMENT

In consideration for performing the Scope of Work, RTGFL shall be entitled to following fees: (1) \$200 for preliminary qualification services of each applicant (2) \$500 for due diligence services related to each approved Application (3) management fee equal to 10% of the approved home repair budget or grant amount per application (up to \$50,000 per home). The fees shall be included in the not to exceed \$50,000 budget created by RTGFL for each Rehabilitation project and shall not be in addition to the approved grant amount. If an application is denied, the CRA, via the City of Winter Garden staff, shall not be obligated to remit payment to RTGFL for the Fees.

Upon preparation of a budget for an approved Application, RTGFL shall provide the budget to the CRA and the CRA shall prepare a purchase order consistent with the budget. Upon completion and final inspection approval of the Rehabilitation work, RTGFL shall notify the CRA and the CRA shall process payment of the purchase order on an agreed upon payment schedule in accordance with Florida's Prompt Payment Act. Should RTGFL discover that additional Rehabilitation work is needed at a property which is the subject of an approved Application, and the additional work will not result in a total amount that exceeds \$50,000.00, RTGFL shall notify the CRA, via the City of Winter Garden staff, of the need for additional work for consideration and approval by the CRA.

The CRA's performance and obligation to pay under this Contract is contingent upon necessary appropriations by the CRA Board. The appropriation for the initial term of this Contract has been included in the CRA's FY2024 budget. The City shall promptly notify RTGFL if the necessary appropriations are modified or not included in future budgets.

TERM/TERMINATION

This Contract shall commence upon the date when the last of the parties hereto executes this Contract and shall run for a one-year term. One-year initial term is a pilot program for RTGFL to perform its services to complete Rehabilitation work on four (4) homes.

If RTGFL breaches its obligations under this Contract, the CRA shall have the right to terminate this Contract upon giving RTGFL at least thirty (30) days written notice and an opportunity to cure.

REQUIREMENTS. RESTRICTIONS, AND ELIGIBILITY

RTGFL shall prepare the Application to be used by residents of the CRA District and/or the targeted area of the Historic East Winter Garden Neighborhood. The Application shall solicit all information necessary to confirm that the resident meets the Criteria, as defined below. In evaluating an Application and determining whether to approve or deny the Application, RTGFL shall confirm compliance with the following requirements, restrictions and eligibility criteria (the “Criteria”):

- 1. The home or property must be located within CRA boundary and/or the targeted area of the Historic East Winter Garden Neighborhood (See Map in Exhibit A)
- 2. The subject property must be owner-occupied.
- 3. The applicant must have owned and homesteaded the subject property for at least five (5) years prior to the date of the Application.
- 4. The applicant must own and occupy the property for a period of ten (10) years after the grant is awarded. If the applicant does not comply with this requirement, the applicant shall be obligated to repay the full or prorated grant amount to the CRA pursuant to the Program guidelines in “Exhibit A”.
- 5. Property must be current on all taxes and liens.
- 6. Property must have been built in 1979 or earlier.
- 7. Property must have property insurance (may be waived at the discretion of City staff, on behalf of the CRA).
- 8. The applicant must complete the Application and all requirements, including a right of entry agreement that permits reasonable entry into and onto the property for purposes of inspection, repair and verification of continued building code compliance during the term of the Rehabilitation. The Applicant shall agree to the use of multi-media documentation not limited to photography and video.
- 9. The subject property must have a one (1) year history of crime-free activity on the property.
- 10. The property owner must meet Orange County’s 2024 income guidelines or the most current guidelines available for low and very-low-income categories:

Household Size	Annual Income
1	\$38,800 - \$54,050
2	\$38,600 - \$61,800
3	\$43,450 - \$69,500
4	\$48,250 - \$77,200
5	\$52,150 - \$83,400
6	\$56,000 - \$89,550
7	\$59,850 - \$95,750

- 11. All Application decisions (approval or denial) by the City of Winter Garden (on behalf of the CRA) based on meeting or not meeting the requirements will be final.

12. Approved applicant or homeowner must complete a financial literacy training course. Rehabilitation work will not commence until this requirement is completed.
13. Approved applicant or homeowner must complete a basic home maintenance training course. Rehabilitation work will not commence until this requirement is completed.
14. No funds shall be directly paid or disbursed to the owner of the subject property.
15. Properties with joint ownerships and a homestead exemption will be funded as long as the occupant's name is the same as the name on the homestead and on the mortgage or deed.
16. The Program is for "single-family detached dwelling" only which is primarily a standalone residential structure designed for occupancy by one family or household.
17. Properties, such as duplexes, multiplexes, apartments, mobile homes, accessory structures, and homes with apartments included under roof, do not qualify for the Program.
18. Homeowner or applicant must be willing to accept the terms of a grant agreement in the form of zero-interest forgivable loan agreement between the homeowner (recipient) and the CRA (lender) where after 10 years of continuously residing at the subject property, the loan will be completely forgiven. If the homeowner chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant/loan term. If the home ownership passes to another relative and if that person chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant term.

LEGACY HOME REHABILITATION PROGRAM

The Legacy Home Rehabilitation Program is attached hereto and incorporated herein as Exhibit "A." RTGFL shall comply with all terms provided in "Exhibit A".

MODIFICATIONS/ADDITIONAL SERVICES

No modifications to this Contract shall be binding unless incorporated into a written amendment executed by both Parties hereto.

RESPONSIBILITIES OF RTGFL

1. RTGFL acknowledges that it has the ability to perform the Scope of Work as defined in "Exhibit A" for the CRA and that it will perform the services as required.
2. RTGFL shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Scope of Work, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
3. RTGFL shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at RTGFL offices for the purpose of inspection, audit, and copying during normal business hours by the CRA, or any of its authorized representatives, upon prior written notice to the RTGFL. Such records shall be retained for a minimum of three (3) years after completion of the services.
4. RTGFL will work cooperatively with the CRA, via the City of Winter Garden staff, to ensure the timely

performance and completion of the Scope of Work and acknowledges that time is of the essence and important to the interests of the CRA.

5. RTGFL in its administrative and management role shall ensure that all other key personnel, support personnel, agents and volunteers are fully qualified to and capable of performing their assigned tasks competently.
6. RTGFL shall partner and work with the One Winter Garden organization in community engagement opportunities and with the Program's pre-application/eligibility requirements.

OBLIGATIONS OF CRA

1. The CRA, via the City of Winter Garden staff, shall make all required decisions of the program and cooperate fully with RTGFL in the performance of its obligations under this Contract.
2. The CRA, via the City of Winter Garden staff, shall timely produce and complete accurate information necessary to effectuate the Scope of Work, at the request of RTGFL. CRA further agrees to provide RTGFL with notice of any material changes in CRA's organization and/or operations, or in any other material information provided under this Contract, related to RTGFL's Scope of Work.
3. The CRA, via the City of Winter Garden staff, shall timely review all RTGFL submitted considerations for approval necessary to effectuate the execution of the Scope of Work.
4. The CRA, via the City of Winter Garden staff, shall only provide grant assistance funding to approved homeowners whose properties are within the CRA District and/or targeted area of the Historic East Winter Garden Neighborhood pursuant to the Program map and guidelines in "Exhibit A".

INDEMNIFICATION

RTGFL, at its own expense, hereby indemnify and hold harmless the CRA, the City of Winter Garden, its elected officials, its appointed officials, its officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of RTGFL, its personnel, its volunteers, its agents or entities employed or utilized by RTGFL in the performance of this Contract. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the CRA or the City of Winter Garden and their officials, officers and employees as afforded by law, including without limitation, as set forth in Section 768.28, Florida Statutes and the Florida Constitution.

PUBLIC RECORDS

To the extent applicable under Florida law, RTGFL shall comply with the requirements of [Section 119.0701, Florida Statutes](#) and other provisions of Florida's Public Records laws, specifically including the following:

1. RTGFL shall keep and maintain public records required by the CRA in order to perform the service;
2. Upon request from the CRA, RTGFL shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
3. RTGFL shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RTGFL does not transfer the records to the CRA; and
4. RTGFL shall upon completion of the contract, transfer, at no cost, to the CRA all public records in

possession of RTGFL or keep and maintain public records required by the City to perform the service. If RTGFL transfers all public records to the CRA upon completion of the contract, RTGFL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RTGFL keeps and maintains public records upon completion of the contract, RTGFL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF RTGFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RTGFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: agrimmage@cwgd.com

By phone: 407.656.4111

Mail or hand delivery:

Attn: City Clerk

300 W Plant Street

Winter Garden, FL 34787

E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. RTGFL hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. RTGFL further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. RTGFL hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If RTGFL has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CRA.

MISCELLANEOUS

1. Entire Agreement. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
2. No Third-Party Rights. The parties hereto do not intend, nor shall this Contract be construed to, grant any rights, privileges or interest to any third party.
3. Governing Law and Venue. The Contract shall be governed by the laws of the State of Florida. The exclusive venue for any action arising under this Contract shall be in the Courts of Orange County, Florida.
4. Assignment. The Parties shall not assign any interest in this Contract nor transfer any interest in same (whether by assignment or novation) without the prior written consent of the other Party.
5. Waiver. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. Severability. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be

valid and binding on each party.

7. Authority. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
8. Sovereign Immunity. The CRA or City of Winter Garden expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in such Agreement shall be deemed as a waiver of immunity or limits of liability of the CRA or City of Winter Garden beyond any statutory limited waiver of immunity or limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CRA or City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement may inure to the benefit of any third party for the purpose of allowing any claim against the CRA or City of Winter Garden, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
9. Notice. Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To the CRA:

Marc Hutchinson
Economic Development Director
City of Winter Garden Community Redevelopment Agency
300 W Plant Street
Winter Garden, Florida 34787
mhutchinson@cwgdn.com

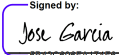
RTGFL:

Jose Garcia
Chief Executive Officer
Rebuilding Together Greater Florida
126 E. Colonial Drive
Orlando, Florida 32801
jose@rtgfl.org

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

REBUILDING TOGETHER GREATER FLORIDA, INC.

Signed By: 
Signed by: Jose Garcia
3842C696FA174F6...

Print Name: Jose Garcia

Title: **Chief Executive Officer**

CITY OF WINTER GARDEN COMMUNITY REDEVELOPMENT AGENCY

Signed By: _____

Print Name: Jon C. Williams

Title: **City Manager**

EXHIBIT A

**CITY OF WINTER GARDEN COMMUNITY DEVELOPMENT AGENCY (CRA)
LEGACY HOME REHABILITATION PROGRAM**

[PROGRAM ATTACHED HERETO ON NEXT PAGE]



LEGACY HOME REHABILITATION PROGRAM GUIDELINES (PILOT)

The Community Redevelopment Agency (CRA) of the City of Winter Garden has developed a forgivable zero-interest loan program to qualified homeowners to help improve neighborhoods, bring dwellings into compliance with applicable adopted housing standards, reduce future maintenance costs, preserve decent affordable owner-occupied housing, and to eliminate threatening health and safety-related property conditions of dwellings located in the CRA District.

This program is designed to provide a grant in the form of a zero-interest ten (10) year forgivable loan to income-qualified homeowners of owner-occupied single-family homes whose property needs improvements. There are no monthly or periodic repayments required except when the conditions for the grant are not met by the homeowner during the ten (10) year term. During this ten (10) year term, the homeowner will also be required to maintain the property in a condition acceptable to the City of Winter Garden's Code of Ordinances, Chapter 18, Article II, Division IV, Section 18-151, and shall be the responsibility of City Code Enforcement to monitor periodically for compliance. This program is intended to be for capital improvements and is not responsible for minor maintenance.

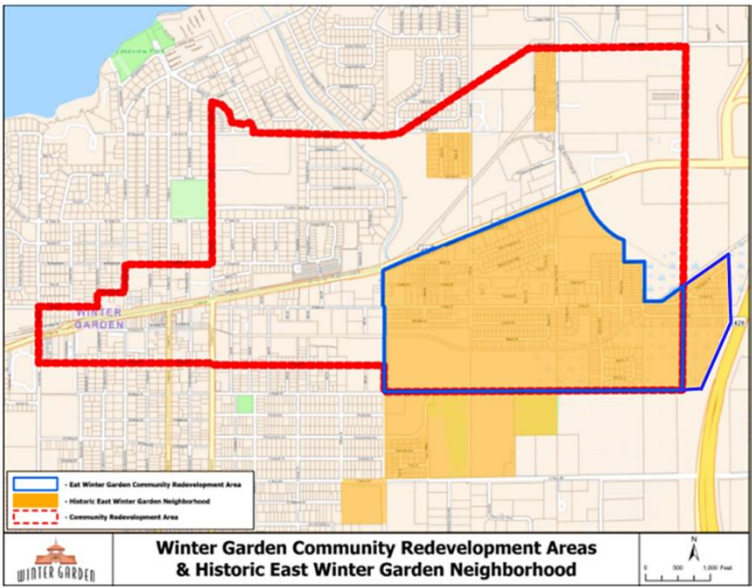
The goal of the program is to complete 15-20 home renovations within the CRA district per fiscal year. The maximum grant amount for each approved homeowner is \$50,000 less any administrative cost. With this goal, the CRA aspires to improve the quality of life of eligible homeowners. Applications will be accepted on a first come first serve basis as funds are available. Applicants must submit a complete application with all necessary attachments to be considered. Applications will be prioritized based on criticality of need in the following categories:

- Health and Safety
- Code Violations
- New Applicants

ELIGIBILITY REQUIREMENTS

- ✓ The home must be located in the CRA district and/or within the targeted area of the Historic East Winter Garden Neighborhood (restrictions apply - see map below)
- ✓ Must meet Orange County's most current income guidelines for very-low and low income (see table)
- ✓ Home must be owner-occupied with homestead exemption
- ✓ Single-Family detached dwellings only - *duplexes, apartments, mobile homes, accessory structures do not qualify for this program.*
- ✓ Property must be current on all taxes and liens
- ✓ Property must have homeowner's insurance (may be waived at the discretion of City staff)
- ✓ Property must have been built in 1979 or earlier

CRA Boundary



Red boundary denotes the City of Winter Garden CRA district

Blue boundary in yellow shade denotes the **targeted area** of the Historic East Winter Garden Neighborhood for Legacy Home Rehabilitation Funding

Yellow denotes the overall Historic East Winter Garden Neighborhood area

Funding Restrictions Note: The CRA will only provide home rehabilitation grant funding to approved homes in the yellow-shaded blue bordered area of the Historic East Winter Garden Neighborhood that are also located within the CRA boundary outlined in red. However, approved homes located outside of this red outlined CRA boundary but within the yellow-shaded blue bordered area of the Historic East Winter Garden Neighborhood area, specifically, Christopher St, Saba St, Trumbo St and E Bay St, will also receive home rehabilitation grant funding from the City's General Fund.

INCOME LIMITS (adjusted by household size) Household must meet the Orange County Income Limit Guidelines for low income (80% AMI) or below. The income limits are as follows:

Orange County, Florida 2024 Income Limits Down Payment Assistance			
Area Median (Family) Income \$90,400			
HOUSE- HOLD SIZE	INCOME CATEGORY		
	VERY LOW (50% OF MEDIAN)	LOW (80% OF MEDIAN)	MODERATE (120% OF MEDIAN)
1	\$33,800	\$54,050	\$81,120
2	\$38,600	\$61,800	\$92,640
3	\$43,450	\$69,500	\$104,280
4	\$48,250	\$77,200	\$115,800
5	\$52,150	\$83,400	\$125,160
6	\$56,000	\$89,550	\$134,400
7	\$59,850	\$95,750	\$143,640
8	\$63,700	\$101,950	\$152,880

Orange County Housing and Community Development Division
Effective: April 1, 2024

ELIGIBLE IMPROVEMENTS

The home rehabilitation program assists homeowners in correcting health and safety hazards, code violations, and making other repairs to the interior or exterior of the home. Eligible improvements may include:

- Replacing windows, doors and screens
- Weather stripping
- Electrical repairs
- Foundation repairs
- Plumbing repairs
- Replumbing of home & service line replacement
- Mechanical HVAC repair or replacement
- Roof system repair
- Insulation
- Drywall repair/replacement
- Exterior/Interior painting
- Handicap accessibility/improvements
- Environmental– asbestos/lead/mold correction
- Sewer and Septic – repair, replacement, and connection fees (If City sewer is available, connection is required)
- Tree trimming, removal, & replacement (only if deemed an immediate safety issue by City Inspectors)
- And any other health, safety and building code violation improvements deemed necessary by the City

All repairs provided under this program will be completed by the **program's designated third-party contractor** and will be covered by a one-year guarantee period, with the exception of a roof repair which has a three-year guarantee period. Applicants will be referred to Orange County if more work is needed other than what the Legacy Home Rehabilitation Program can offer. ***Applicants whose home has been deemed uninhabitable and/or does not meet the minimum requirements for the Legacy Home Rehabilitation program are encouraged to pursue housing options using the CRA Down Payment Assistance Program.***

City staff (on behalf of the CRA) has the discretion to prioritize the improvements based on severity of health and safety property conditions. Grant funding for home rehabilitation work cannot be used to satisfy outstanding code enforcement fines. City staff reserves final right to approve or disapprove of qualifying repairs and replacements. Inspections on all work will be performed and approved by city building inspectors.

PROCESS AND TIMEFRAME – After qualification/eligibility screenings, submitted applications will be evaluated for either approval or denial. The City of Winter Garden staff (on behalf of the CRA) reserves the right to preside and rule over all application decisions based on the established program requirements. All application decisions by City staff will be final. Homeowners with approved applications will then sign a right-of-entry agreement to have inspections conducted on their home which will be performed by a third-party (licensed) contractor/inspector to determine minimum rehabilitation requirements and prepare an itemized scope of work including related budget for needed improvements. Approved homeowner will then complete all other additional requirements established by this program and sign the Legacy Home Rehabilitation Grant Agreement, which is a grant in the form of a 10-year forgivable zero-interest loan with no monthly repayments except if the conditions of the grant are not met during the 10-year term.

Once scope of work and budget are determined including the completion of all requirements, the CRA will then review and approve the start of the rehabilitation work and grant funds (as budgeted) will be release directly to the city's third-party (licensed)

contractor based on an agreed-upon disbursement schedule. No funds will be paid to the homeowner or approved applicant for rehabilitation work. When the repair work is completed, final inspections will be performed by city staff. After the repair project has been completed, and during the ten (10) year term of the grant, the homeowner is responsible for care, upkeep and maintenance of all improvements made to the home and shall be periodically monitored by City Code Enforcement for compliance. Should rehabilitation work require the homeowner to temporarily vacate the home, the homeowner must arrange for alternative living accommodations, at homeowner's cost, until the home is habitable.

Construction Extension

An extension for the construction/repair period will be given to the city's third-party contractor only if the contractor experiences a supplier's delay of materials ordered for the job or if project work was significantly interrupted by an act of God event (ex. Hurricane). Regular and coordinated inspections will be performed by city staff throughout the home repair construction period to help direct the work efforts of the city's third-party contractor. Homeowners are to make all reasonable effort to allow access to the property so work can be completed in a timely manner. It is the responsibility of the homeowner to move/relocate all furniture or other items interfering with completion of the job. The homeowner is also responsible for the cleaning and additional maintenance supplies once the project has been completed. The third-party contractor will not move any furniture nor provide maintenance supplies.

Grant for the Repairs

The grant agreement entered into by the homeowner in the contract will be a zero-interest grant/loan forgiven after ten (10) years of continuous residency with all grant conditions met. If the homeowner chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant term. If the home ownership passes to another relative and if that person chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value multiplied by each year remaining in the grant term.

HOMEOWNER CLASSES – To be eligible to receive a grant for this program, the **Homeowner, or representative, must complete (1) a financial literacy training course and (2) a basic home maintenance training course prior to the start of the home rehabilitation. City of Winter Garden staff (on behalf of the CRA) will not authorize commencement of any rehabilitation work if homeowner or representative has not completed the required homeowner classes.**

PROGRAM REUSE - A property that has participated in a prior CRA or City of Winter Garden home rehabilitation program may not reapply for future grant assistance.

PROGRAM FUNDS AVAILABILITY - Due to the uncertain nature of budget availability in any given year and the uncertainty of future grant awards, the CRA cannot guarantee that funding will be available in future years for home renovation. In no way will the CRA be required to offer funding for any home renovation work outside of officially established funds budgeted specifically for the program.

City of Winter Garden Community Redevelopment Agency (CRA) Leadership

CRA Board Members:

John Rees, Mayor and District 5
Lisa Bennett, District 1
Iliana R. Jones, District 2
Chloe Johnson, District 3
Colin Sharman, District 4
Charlie Mae Wilder, Orange County

CRA Advisory Board Members:

Nick Asma	Tim Keating
Derek Blakeslee	Torrence Rhodes
Larry Cappleman	Don Wingate
Sharee Hodge	
Jamie Holley	
Carmen Horne	

Staff Support:

Jon C. Williams, City Manager
Marc Hutchinson, Economic Development Director
Steve Pash, Assist. City Manager Public Services
Laura Zielonka, Director of Finance
Kelly, Carson, Planning Director

Contact:

300 W. Plant Street
Winter Garden, FL 34787
Phone: (407)656-4111

City Third-Party Contractor

Rebuilding Together Central Florida
<https://www.rtcfl.org/>

Community Partner

One Winter Garden
<https://www.onewintergarden.com/>

SUBMISSION OF APPLICATION DOES NOT GUARANTEE ACCEPTANCE/FUNDING

CRA LEGACY HOME REHABILITATION PROGRAM PROCESS

- Step One:** **Submit online application and required documents.** Make sure all required supporting documents are completely filled out, signed, and attached.
- Step Two:** **Complete and sign right of entry agreement** to permit reasonable home access by the CRA's third-party contractor to conduct inspections and repair evaluations.
- Step Three:** **Meet with the CRA's third-party contractor/inspector for initial home inspection.** This third-party contractor/inspector will work with you to determine a suitable time to schedule the initial home inspection. Inspection will involve multi-media documentation to help assess repair needs not limited to photography and video.
- Step Four:** **Application reviewed by City staff (on behalf of the CRA) for final approval or denial.** Denial applicants will receive proper notice and the reason for denial. Approved applicants are conditionally approved subject to the completion of remaining the requirements identified in **Step Five** below.
- Step Five:** **Complete the required homeowner classes** for financial literacy and home maintenance training. Homeowner will need to coordinate with the CRA's third-party contractor to schedule available training sessions. These must be completed before the commencement of rehabilitation work.
- Step Six:** **Sign grant contract agreement.** Once the applicant receives approval and applicant completes the required homeowner classes (identified in **Step Five**), the City staff (on behalf of the CRA) will coordinate to send over the grant agreement via email for signature and execution. The grant will be in the form of a forgivable zero-interest ten (10) year loan.
- Step Seven:** **Schedule repairs.** Once the grant agreement is signed by all required parties, the homeowner/applicant can coordinate and work with the CRA's third-party contractor to schedule and begin rehabilitation work on home.
- Step Eight:** **Check permitting.** Once the work is complete, City staff will verify that all improvements have been made to the home (per construction scope of work) by verifying that the requested permits are closed. The homeowner will need to reach out to the city to disclose repair status.
- Step Nine:** **Payment.** Upon the applicant certifying the approval of completed repairs, City staff (on behalf of the CRA) will issue a check to the CRA's third-party contractor for the approved grant amount. Funds will not be disbursed directly to the homeowner at any time. *Partial payments may be made according to an agreed upon schedule between City staff and the CRA's third-party contractor.*

PROGRAM MEASURES OF SUCCESS

- Before and after photography/video documentation of all home rehabilitation work by the CRA's third-party contractor
- Annual/Progress reporting:
 - # of applications submitted
 - # or % of homes pre-inspected for repair assessment
 - # or % of applicants recommended to pursue alternate housing assistance
 - # or % of applications conditional approved
 - # or % of approved applicants completing all requirements (prior to start of work)
 - Rehab project work started and underway
 - Rehab project work completed
 - % of rehab project work completed on-time (within 4 months or 120 days)
 - Average cycle time of rehab project work (repair work start to repair work completion)
 - # of city staff inspections conducted per home
- Homeowner rehab work satisfaction survey (7-14 days after work completion)

CRA LEGACY HOME REHABILITATION PROGRAM FREQUENTLY ASKED QUESTIONS (FAQs)

What is the CRA Legacy Home Rehabilitation Program?

The CRA Legacy Home rehabilitation program is a grant funded by the City of Winter Garden CRA. This grant, in the form of forgivable zero-interest loan, is provided to qualified homeowners to help improve neighborhoods, bring homes into compliance with applicable adopted housing standards, reduce future maintenance costs, preserve decent affordable owner-occupied housing, and to eliminate threatening health and safety-related property conditions. These eligible homes must be located within both the CRA boundary/district and/or the Historic East Winter Garden Neighborhood. For homes outside of the CRA district/boundary but within the targeted area of the Historic East Winter Garden Neighborhood area (as depicted in the CRA map), additional funding is available from the City's General Fund for approved homes specifically located on Christopher St, Saba St, Trumbo St and E Bay St.

Who is eligible for the program?

An applicant is eligible for the program if they meet the following requirements:

1. Applicant meets Orange County's most current income guidelines for very-low and low-income residents
2. The property is located within the City of Winter Garden's CRA boundary and/or within the targeted area of the Historic East Winter Garden Neighborhood (see CRA map).
3. Home is **owner-occupied**
4. Property is a **single-family detached dwelling**
5. Property is **current on all taxes and liens**
6. Property has homeowner's insurance (may be waived at the discretion of City staff)
7. Property must have been built in 1979 or earlier

Who decides what work is needed?

The homeowner will provide a list of requested improvements upon applying for the program. From this point, the CRA's third-party contractor will inspect/assess the property to develop a scope of work and estimated cost for the project. After the scope of work is delivered, it is up to the applicant to determine what repairs he/she will move forward with in the program.

What improvements can be made?

Please refer to the program guidelines for a list of eligible improvements.

Do I have to pay back the funds?

No. The grant agreement entered into by the homeowner in the contract will be forgiven after ten (10) years of continuous residency with all grant conditions met. However, if the homeowner fails to meet the requirements of the grant to include choosing to sell the property within this ten (10) year grant period, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value for each year remaining in the ten (10) year term. If the home ownership passes to another relative and if that person chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the value of grant/loan for each year remaining in the loan term.

What happens if I sell my home?

If you sell your home, or rent, refinance, transfer title or if the home ceases to be your principal residence during the ten (10) year term of the grant/loan, the homeowner will incur a 10% prorated repayment penalty of the total grant/loan value for each year remaining in the loan term. *Example, if homeowner receives a **\$50,000** grant with a ten (10) year term but decides to sell the property five (5) years later, this homeowner will need to pay back **\$25,000** (\$5,000 (10% annual prorated rate) X 5 (the remaining years on the grant term)).* Homeowner is free to sell, rent, refinance or transfer title without penalty once the ten (10) year grant/loan restricted period has been satisfied.

What is the maximum grant amount that I can get?

The maximum grant assistance amount towards a home is \$50,000 (less administrative cost).