



**CITY COMMISSION AND
COMMUNITY REDEVELOPMENT AGENCY
AGENDA**

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

Regular Meeting

July 24, 2025

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes - July 10, 2025

2. Presentation

A. Legislative Update - **Representative Spencer**

3. Second Reading and Public Hearing of Proposed Ordinances

- A. **Ordinance 25-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 4.71 ± ACRES LOCATED AT 14451, 14423, 14411, 14375, and 14345 W. COLONIAL DRIVE GENERALLY LOCATED NORTH OF W. COLONIAL DRIVE, WEST OF HYDE PARK CIRCLE, AND SOUTH OF ROYAL VIEW CIRCLE FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**
- B. **Ordinance 25-18:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 25-19:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND

1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- D. **Ordinance 25-20**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY C-3 PROFESSIONAL OFFICE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**
- E. **Ordinance 25-21**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – **Finance Director Zielonka**
- F. **Ordinance 25-22**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 22-26 REVISING THE DEFINITION OF “SOLICITOR”; AMENDING SECTION 22-27 PROHIBITING CERTAIN ACTIONS OF SOLICITORS, AGENTS, OR PEDDLERS; AMENDING SECTION 22-30 GOVERNING REQUIREMENTS AND PROCEDURES FOR SOLICITOR PERMITS; AMENDING SECTION 22-34 RELATING TO EXEMPTIONS FROM SOLICITATION PERMITTING REQUIREMENTS FOR NONPROFIT ENTITIES; CREATING SECTION 22-35 ESTABLISHING A PROCEDURE FOR RESIDENTS TO OPT OUT OF SOLICITATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE – **Planning Director Carson**

4. Regular Business

- A. **Resolution 25-06**: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN PURCHASING MANUAL ADOPTED BY RESOLUTION NO. 11-08; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE - **Finance Director Zielonka**
- B. Recommendation to set the proposed millage rate for fiscal year 2025/2026 at the rate of 5.3000 mills, AND set public hearing dates for FY 2026 budget for the 2nd and 4th Thursdays in September, 9/11/2025 and 9/25/2025 at 6:30 P.M. - **City Manager Williams**
- C. Recommendation to approve award of Purchase Order to T D Thomson Construction, Inc. to replace asphalt with bricks on East Joiner Street in the amount of **\$155,210.54** – **City Engineer Monahan**
- D. Recommendation to approve authorizing City Manager to execute and renew the Farmers Market License Agreement between the City of Winter Garden and Red Top Productions Corporation – **Economic Development Director Hutchinson**

Dispense as the City Commission and convene as the Community Redevelopment Agency

- E. Recommendation to approve authorizing City Manager to execute proposed Change Order for Dyson's Plaza shell Construction in the amount of **\$36,446 - Economic Development Director Hutchinson**
- F. BOARD APPOINTMENTS: **Community Redevelopment Agency Advisory Board – Economic Development Director Hutchinson**

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

- G. Recommendation to approve **SPECIAL EVENT** - American Legion Challenge 22 "Ruck Walk" - Saturday, November 15, 2025, from 9:00 a.m. to 2:00 p.m., with street closure - **Planning Director Carson**

5. Matters From Public - (Limited to 3 minutes per speaker)

6. Matters From City Attorney - A. Kurt Ardaman

7. Matters From City Manager - Jon C. Williams

8. Matters From Mayor and Commissioners

- A. Florida League of Cities Annual Conference Voting Delegate

9. Adjourn - To Regular Meeting - Thursday, August 7, 2025–6:30 p.m. - City Hall

NOTICES:

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

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

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



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



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



**City Commission
REGULAR MEETING MINUTES**

June 12, 2025

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

Present:

Mayor John Rees
Commissioner District 1 - Lisa L. Bennett
Commissioner District 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

Absent:

Commissioner District 2 - Iliana R. Jones

1. Approval of Minutes

A. Regular Meeting Minutes – June 26, 2025

Motion by Commissioner Johnson to approve the regular meeting minutes of June 26, 2025, as submitted. Seconded by Commissioner Sharman and carried unanimously 4-0.

2. First Reading and Public Hearing of Proposed Ordinances

A. **Ordinance 25-13**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 4.71 ± ACRES LOCATED AT 14451, 14423, 14411, 14375, and 14345 W. COLONIAL DRIVE GENERALLY LOCATED NORTH OF W. COLONIAL DRIVE, WEST OF HYDE PARK CIRCLE, AND SOUTH OF ROYAL VIEW CIRCLE FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-13 by title only. Planning Director Kelly Carson described the applicant's plan to rezone the property, noting its size, location, and future uses. She noted the demolition and rebuilding of one of the buildings, a masonry wall, and enhanced landscaping for the property. Furthermore, she noted staff working with the applicant to save as many of the existing live oaks as possible. Ms. Carson stated that the plans were consistent with the City's comprehensive plan, Code of Ordinances, and the West State Road 50 overlay

requirements. Staff recommended approval.

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

Motion by Commissioner Sharman to approve Ordinance 25-13 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner Johnson and carried unanimously 4-0.

- B. **Ordinance 25-18:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinances 25-18, 25-19, and 25-20 by title only. Planning Director Kelly Carson informed of the applicant's request to annex, and she noted the property size and location. She informed of the future land use designation and rezoning. Ms. Carson described the existing as well as proposed buildings, uses, phases, and development over time. Furthermore, Ms. Carson noted that any new development would have to go through the City's site plan review before approval. Staff recommended approval.

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

City Attorney Ardaman recommended voting on each ordinance separately.

Motion by Commissioner Sharman to approve Ordinance 25-18 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner Johnson and carried unanimously 4-0.

- C. **Ordinance 25-19:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-19 by title only. Planning Director Kelly Carson addressed this item earlier in the meeting.

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

Motion by Commissioner Bennett to approve Ordinance 25-19 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner Sharman and carried unanimously 4-0.

- D. **Ordinance 25-20:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY C-3 PROFESSIONAL OFFICE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-20 by title only. Planning Director Kelly Carson addressed this item earlier in the meeting.

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

Motion by Commissioner Johnson to approve Ordinance 25-20 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner Sharman and carried unanimously 4-0.

- E. **Ordinance 25-21:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 25-21 by title and an excerpt of the revenues and matching expenditures. Finance Director Laura Zielonka stated that this ordinance amends the current year budget to adjust for changes that have occurred throughout the fiscal year. She noted that Exhibit 1 contains amendments recommended by City staff. Discussion ensued on the very small adjustment for this year.

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

Motion by Commissioner Bennett to approve Ordinance 25-21 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner

Sharman and carried unanimously 4-0.

- F. **Ordinance 25-22**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 22-26 REVISING THE DEFINITION OF "SOLICITOR"; AMENDING SECTION 22-27 PROHIBITING CERTAIN ACTIONS OF SOLICITORS, AGENTS, OR PEDDLERS; AMENDING SECTION 22-30 GOVERNING REQUIREMENTS AND PROCEDURES FOR SOLICITOR PERMITS; AMENDING SECTION 22-34 RELATING TO EXEMPTIONS FROM SOLICITATION PERMITTING REQUIREMENTS FOR NONPROFIT ENTITIES; CREATING SECTION 22-35 ESTABLISHING A PROCEDURE FOR RESIDENTS TO OPT OUT OF SOLICITATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinance 25-22 by title only. Planning Director Kelly Carson stated that this is a City-initiated code amendment to revise several of the code regulations pertaining to solicitors and peddlers. She explained that some of the changes include revising the definition of solicitor to include those requesting charitable donations or conducting surveys for commercial purposes, while still allowing religious and political canvassing. Furthermore, Ms. Carson noted that the ordinance also includes expanding the list of prohibited activities, such as banning solicitations in the City's public right-of-way, updating the solicitor permitting process to require each individual solicitor applies separately and be at least 18 years of age, clarifying that non-profit organizations are required to obtain a solicitors permit and adhere to all solicitor rules, however, they can request a waiver of the permit fee. Ms. Carson indicated that a no-solicitation list would give residents and business owners the ability to opt out of having solicitors visit their property. She noted that the list would be managed by the Police Department and shared with all solicitors or permit holders. Furthermore, Ms. Carson explained the intent of the ordinance, which is to protect public safety, ensure accountability, and give community members more control over solicitations at their homes or places of business. Staff recommended approval.

There was discussion about the availability of the list being managed and accessible online, and that the driving factor of this ordinance was the residents and the merchants.

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

Motion by Commissioner Bennett to approve Ordinance 25-22 with the second reading and public hearing scheduled for July 24, 2025. Seconded by Commissioner Sharman and carried unanimously 4-0.

3. Regular Business

- A. Recommendation to approve the Back-to-School Bash special event at Zanders Park on Saturday, August 2, 2025, from 11:00 a.m. to 4:00 p.m.

Planning Director Kelly Carson stated that the City of Winter Garden is proposing to hold the annual Back-to-School Bash at Zanders Park on Saturday, August 2, 2025, and noted the event times, activities, road closures, and indicated that City staff assistance would be provided. Staff recommended approval.

Motion by Commissioner Johnson to approve the Back-to-School Bash special event at Zanders Park on Saturday, August 2, 2025, from 11:00 a.m. to 4:00 p.m. Seconded by Commissioner Sharman and carried unanimously 4-0.

4. **Matters From Public** - There were no items.

5. **Matters From City Attorney - A. Kurt Ardaman** - There were no items.

6. **Matters From City Manager - Jon C. Williams** - There were no items.

7. **Matters From Mayor and Commissioners**

Commissioner Lisa L. Bennett expressed that the Fourth of July event was great as usual, and she thanked staff and first responders.

Commissioner Chloe Johnson expressed that she would continually thank City staff.

Commissioner Colin Sharman thanked the residents for attending the meeting and wished everyone a good night.

Mayor John Rees thanked City staff, noting their efforts at the Kids Parade. He also mentioned that there was a great article written in the Orlando Sentinel and indicated that the Fox 35 news channel did a great job showcasing the City and there was a lot of positive feedback.

8. ADJOURN

The meeting adjourned at 6:48 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Angela J. Grimmage

PRESENTATION

Legislative Update

House of Representatives
SPENCER

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: July 2, 2025 **Meeting Date:** July 10, 2025

Subject: 14451, 14423, 14411, 14375, and 14345 W Colonial Drive PCD Rezoning
(4.71+/- Acres)

Ordinance 25-13

PARCEL ID# – 22-22-27-0000-00-075; -070; -056; -057; and -034

Issue: The applicant is requesting to rezone the properties located at 14451, 14423, 14411, 14375, and 14345 W Colonial Drive to a Planned Commercial Development (PCD).

Discussion:

The applicant is requesting to rezone the subject properties from C-2 (Arterial Commercial) to Planned Commercial Development (PCD) to permit the development of four commercial buildings totaling 46,432 square feet. The PCD will consist of retail/office/restaurant spaces in three of the buildings with the fourth building being occupied by Solomon Auto Body repair. The existing Solomons Auto Body will be demolished. The PCD also calls for parking, a 6' tall masonry wall, and enhanced landscaping. The proposed PCD rezoning is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

Recommended Action:

Staff recommends approval of Ordinance 25-13, with the second reading and adoption anticipated to be on July 24, 2025.

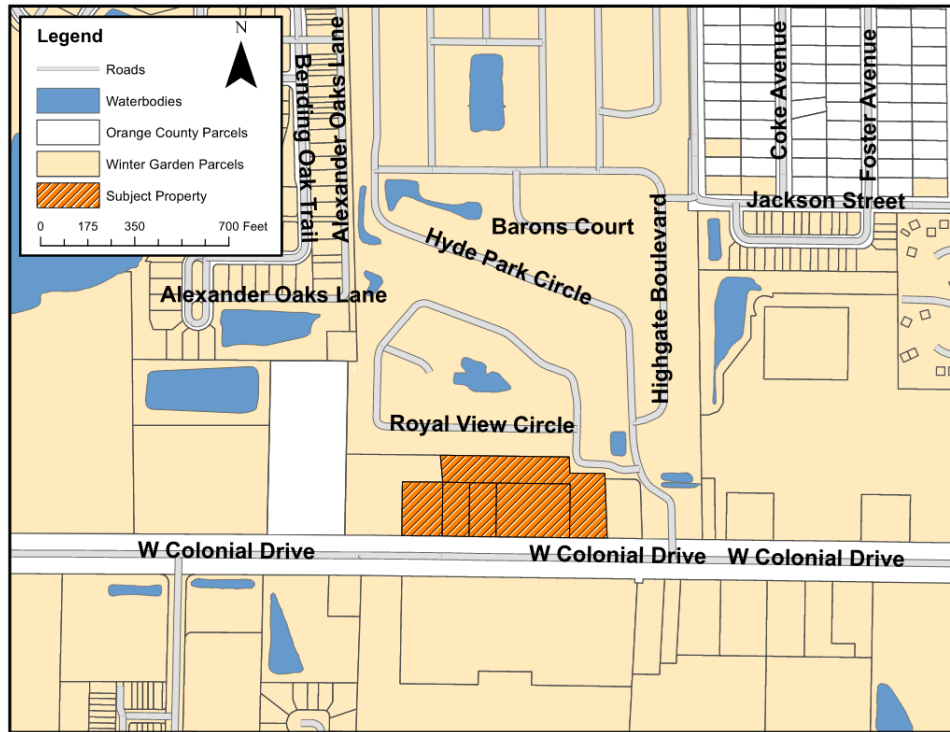
Attachment(s)/References:

Location Map
Ordinance 25-13
Staff Report
Business Impact Estimate

LOCATION MAP

14451, 14423, 14411, 14375, and 14345 W Colonial Drive

Planned Commercial Development



ORDINANCE 25-13

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 4.71 ± ACRES LOCATED AT 14451, 14423, 14411, 14375, and 14345 W. COLONIAL DRIVE GENERALLY LOCATED NORTH OF W. COLONIAL DRIVE, WEST OF HYDE PARK CIRCLE, AND SOUTH OF ROYAL VIEW CIRCLE FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as approximately 4.71 ± acres located at 14451, 14423, 14411, 14375, And 14345 W. Colonial Drive generally located north of W. Colonial Drive, west of Hyde Park Circle, and south of Royal View Circle from C-2 (Arterial Commercial District) to PCD (Planned Commercial Development), 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 PCD Planned Commercial Development 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 Exhibit “A,” is hereby rezoned from C-2 Arterial Commercial District to (PCD) Planned Commercial Development in the City of Winter Garden, Florida subject to the following conditions provisions and restrictions:

- a) Applicability/Conflict. All development of or within the Property shall comply with and is subject to the requirements set forth in this Ordinance. Unless specifically identified in this Ordinance, all development on the Property identified in Exhibit “A” must comply with the general development standards of the C-2 (Arterial Commercial District) Zoning district and comply with the standards outlined in Chapter 118 Article IX and X regarding the West State Road 50 Overlay Commercial Development Standards. Notwithstanding anything to the contrary herein, all development of or within the Property shall comply with and is subject to all requirements in the City Code, and ordinances, resolutions, and policies of the

City. To the extent of any express conflicts between the express provisions of this Ordinance pertaining to permitted uses, special exception uses, prohibited uses, floor area ratio, architectural design criteria, architectural review, and signage and the City Code and ordinances, resolutions, and policies of the City, the requirements set forth herein shall apply.

- b) Intent. This Ordinance is intended to provide flexibility in the development of the Property in order to provide for proper growth and to guide development and construction in an integrated approach in order to promote a dynamic commercial center for commerce and social activity while also providing an aesthetically pleasing and pedestrian oriented development. Due to constraints in traffic at the proposed location, permitted and special exception uses will be established to maintain a safe, well developed project that enhances and supports the City and its citizens without causing distress on the local businesses and roads.
- c) Development Plan. The Property shall be developed in substantial conformance with the Development Plan attached hereto as Exhibit "B". All architecture will substantially conform to the building elevations provided in the Development Plan. Buildings 200, 300, and 400 shall have different colors, façade treatments, and details, so they are not identical.
- d) Permitted Uses. The following uses and structures are permitted on the Property:
 - i. Retail
 - ii. Office
 - iii. Sit-down Restaurants
 - iv. Veterinary/Grooming Services without overnight boarding services
 - v. Personal Services
 - vi. Entertainment and Recreational uses
 - vii. Automobile Repair and Body Shop Services allowed in Building (100) only.
- e) Special Exceptions:
 - i. Preschools and Day Care
 - ii. Public Facilities
 - iii. Hotels
 - iv. Any uses not specifically permitted or prohibited which the planning and zoning board determines as similar to and compatible with the permitted uses.
- f) Prohibited Uses:
 - i. Any use not permitted under subsection d) or by special exception under subsection e) above. Without limiting the foregoing, the following are also prohibited uses.
 - ii. Any use prohibited in the C-2 Zoning Districts not specifically outlined under the Permitted or Special Exception Uses.

- iii. Any drive-thru facilities
- iv. Medical laboratory or clinical laboratory
- v. 24-hour businesses or businesses that extend past the hours between 2am and 5am.
- vi. Industrial Activities
- vii. Churches
- viii. Crematories/Funeral Homes
- ix. Automobile, motorcycle, recreational vehicle or boat sales, storage, rental and repair services, or any combination thereof, except as outlined in Permitted uses for Building 100
- x. Outdoor Displays, Sale and/or Storage not specifically outlined under Permitted or Special Exceptions Uses.
- xi. Car wash
- xii. Adult entertainment
- xiii. Billboards
- xiv. Adult or pornographic book, magazine, video and novelty stores or sales.
- xii. Pawn shop.
- xv. Tattoo or body art establishments
- xvi. Vape shop, cigar shop or tobacco shop
- xvii. Medical marijuana dispensary
- xviii. Any use not in keeping with the commercial character of the district.

Nothing listed as a prohibited use is intended to be allowed by the broader list of permitted uses. To the extent any conflicts arise between the list of permitted uses and the list of prohibited uses, the list of prohibited uses shall control.

SECTION 2: *Staff Conditions. All development on the property must comply with the following staff conditions:*

- i. The tree mitigation cost in the amount of \$89,300.00, as provided by the applicant, will be paid to the City's Tree Fund at the preconstruction meeting.
- ii. All trees shown as saved in Exhibit B are required to be saved.
- iii. All dumpster enclosure details in the development plan are included as reference. At site plan review the applicant will be required to submit plans for dumpster enclosures that meet all City criteria.
- iv. If the re-zoning is approved, the Applicant shall submit plans and documentation showing adherence to Section 118-68, requirements for site plans, as required by the City Code.
- v. If the re-zoning is approved, a lot combination and binding lot agreement will be required prior to or concurrently with final site plan approval.

- vi. General Requirements (as noted):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm (>12") and Sanitary lines (>6") shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works in future submittals (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (not HDPE or N-12), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
- vii. 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.
- viii. Sanitary lines for commercial buildings shall be 6" minimum. Oil/water separator for the auto repair building will be required with final plans.
- ix. Buildings over 6,000 s.f. will require fire sprinklers. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans). Coordinate fire protection review and approval with the Fire and Building Departments.
- x. Based on the response, the project will remain under one ownership. In the future if the intent is to sell off buildings/parcels then platting will be required.

- xi. Utilities: There is an existing 12" sanitary force main on the north side of SR 50 – a private lift station will be required for the site as shown. There is an existing 12" water main on the south side of SR 50, with an 8" stubbed out to the north side. See as-built for SR 50 utilities forwarded previously. Final plans shall show all Phase I & II meters for potable water and irrigation as the basis of impact fee payment due at the time of the Phase I permitting.
- xii. A demolition permit will be required for any buildings being demolished.
- xiii. All dumpsters, shall be enclosed and shall provide 12' minimum inside clearance each way, inside of the bollards or gate hardware.
- xiv. 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.
- xv. Geotechnical report is acknowledged and will be reviewed with final site plan submittal.
- xvi. Provide landscape plan including irrigation plan with final site plan submittal showing size and location of irrigation meter (show on Utility Plan). 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 when available and shall be served by a jumper to potable water until that time.
- xvii. A separate tree removal permit is required to remove any trees. Coordinate with Building Department.
- xviii. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
- xix. Permit from SJRWMD is required as well as permits or exemptions from FDEP for water, wastewater and NPDES. FDOT drainage, utility, and driveway permits required.
- xx. The plan shows an underground exfiltration system for the treatment and attenuation required by SJRWMD and FDOT. The system will be monitored periodically by the City and if not functioning as designed, provisions shall be made to correct it at the Owner's expense.
- xxi. Streetlighting, both internally and on all street frontages (including SR 50),

is required pursuant to City Code – dark skies lighting is required. Provide a photometric plan to be submitted for review by the Planning Department.

- xxii. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
- xxiii. All work shall conform to City of Winter Garden standards and specifications.
- xxiv. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.
- xxv. 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.
- xxvi. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
- xxvii. 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.
- xxviii. 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.

SECTION 3: General Requirements

- a. **Land Development Approvals and Permits** – This Ordinance does not require the City to issue any permits or approval for development, construction, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City’s Code of Ordinances and subject to this Ordinance.
- b. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.
- c. **Expiration/Extension** – Expiration of this PCD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

SECTION 4: 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 5: Non-Severability. Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 6: Effective Date. This Ordinance shall become effective upon adoption at its second reading.

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"

LEGAL DESCRIPTION

PARCEL ID's#: 22-22-27-0000-00-075, 22-22-27-0000-00-070, 22-22-27-0000-00-056,
22-22-27-0000-00-057, and 22-22-27-0000-00-034

DESCRIPTION:

PARCEL 034

BEGIN 75 FEET NORTH AND 773 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE EAST 140.00 FEET; THENCE NORTH 240.31 FEET; THENCE WEST 130.17 FEET; THENCE NORTH 60.08 FEET; THENCE WEST 478.92 FEET; THENCE SOUTH 100.43 FEET; THENCE EAST 473 FEET; THENCE SOUTH 200.00 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 070

THE EAST 100 FEET OF THE WEST 400 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 075

THE EAST 150 FEET OF THE WEST 300 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT STATE ROAD RIGHT OF WAY.

PARCEL 057

THE EAST 273 FEET OF THE WEST 773 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET OF STATE ROAD.

PARCEL 056

THE EAST 100 FEET OF THE WEST 500 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET OF STATE ROAD.

Containing 4.71 acres, more or less.

Exhibit “B” – Development Plan

SHEET INDEX

----	COVER SHEET
V1	EXISTING CONDITIONS
C0	GENERAL NOTES
C1	MASTER SITE PLAN
C1.1	GEOMETRY, MARKING AND SIGNAGE PLAN
C2	DEMOLITION AND EROSION CONTROL PLAN
C3	GRADING AND DRAINAGE PLAN
C4	UTILITY PLAN
C5	SITE DETAILS
C5.1	SITE DETAILS
C5.2	SITE DETAILS
C5.3	STORMTECH DETAILS
C6	CITY OF WINTER GARDEN STANDARD DETAILS FOR WATER DISTRIBUTION SYSTEMS
C6.1	CITY OF WINTER GARDEN STANDARD DETAILS FOR WASTEWATER COLLECTION SYSTEM
C6.2	CITY OF WINTER GARDEN AS-BUILT / RECORD DRAWINGS
C7	LIFTSTATION DETAILS
C8	FDOT STANDARD DETAILS
C8.1	FDOT STANDARD DETAILS
C8.2	FDOT STANDARD DETAILS
C8.3	FDOT STANDARD DETAILS
LP-01	PLANTING PLAN
LP-02	PLANTING PLAN
LP-03	PLANTING PLAN
A-1.0	BLD 100 ARCHITECTURAL INDEX
A-2.0	BLD 100 FLOOR PLAN
A-3.0	BLD100 WEST AND SOUTH ELEVATIONS
A-3.0-C	BLD 100 WEST AND SOUTH ELEVATIONS COLORED
A-3.1	BLD 100 EAST AND NORTH ELEVATIONS
A-3.1-C	BLD 100 EAST AND NORTH ELEVATIONS COLORED
A-1.0	BLD 200, 300, AND 400 ARCHITECTURAL INDEX
A-2.0	BLD 200, 300, AND 400 FLOOR PLAN
A-3.0	BLD 200, 300, AND 400 ELEVATIONS
A-3.0-C	BLD 200, 300, AND 400 ELEVATIONS COLORED

NOTES:

- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR26.
- ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE.
- ALL STORM (>= 12") AND SANITARY LINES (>=6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION AND PRIOR TO PAVEMENT AND BASE MATERIAL PLACEMENT.
- IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS AND SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE, N=12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC (SEE UNDER ON-LINE FORMS ON WEBSITE).
- ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC. 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.
- DEMOLITION SHALL BE REQUIRED IF ANY STRUCTURE ARE TO BE DEMOLISHED.
- NO TREES TO BE PLANTED OVER OR WITHIN 5 FEET OF ANY UTILITY LINES. ONLY SOD OR SHRUBS MAY BE PLANTED OVER UTILITY LINES.
- ONLY BUILDING 100 WILL BE USED AS AUTO REPAIR SHOP AS SPECIAL EXCEPTION. NO OTHER BUILDING(S) OR PORTION OF OTHER BUILDING(S) WILL BE USED AS AUTO REPAIR SHOP.
- ALL SIGNAGE WILL BE PERMITTED SEPARATELY AND SHALL ADHERE TO CITY CODE CHAPTER 102-SIGNS.
- ALL WORK SHALL CONFORM TO CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.
- 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.
- CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION, AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS AND ADJACENT AREA DURING CONSTRUCTION OF THE PROJECT.
- 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 PERMIT THAT MAY BE REQUIRED BY FEDERAL, STATE, REGIONAL, COUNTY, MUNICIPAL OR OTHER AGENCIES THAT MAY HAVE JURISDICTION.
- SITE LIGHTING SHALL MEET CITY OF WINTER GARDEN CITY CODE - DARK SKIES LIGHTING (CODE SECTION 118-1536). DURING CONSTRUCTION, A SITE PHOTOMETRIC PLAN WILL BE REQUIRED.

PREPARED FOR:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FLORIDA 34787

SITE PLAN
FOR
SOLOMON'S AUTO BODY DEVELOPMENT
14451 W COLONIAL DR
WINTER GARDEN, FLORIDA 34787
PARCEL ID - 22-22-27-0000-00-034, 056, 057, 070, 075

LEGAL DESCRIPTION:

(PROVIDED BY CLIENT)

PARCEL 034
BEGIN 75 FEET NORTH AND 773 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE EAST 140.00 FEET; THENCE NORTH 240.31 FEET; THENCE WEST 130.17 FEET; THENCE NORTH 60.08 FEET; THENCE WEST 478.92 FEET; THENCE SOUTH 100.43 FEET; THENCE EAST 473 FEET; THENCE SOUTH 200.00 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 070
THE EAST 100 FEET OF THE WEST 400 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 075
THE EAST 100 FEET OF THE WEST 300 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT STATE ROAD RIGHT OF WAY.

PARCEL 057
THE EAST 273 FEET OF THE WEST 773 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 056
THE EAST 100 FEET OF THE WEST 500 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

SERVICES

WATER

WINTER GARDEN WATER DEPARTMENT
300 PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4100

WASTEWATER

WINTER GARDEN SEWER DEPARTMENT
101 E CREST AVE
WINTER GARDEN, FLORIDA 34787
(407) 656-3601

TELEPHONE

CENTURY LINK
33 N. MAIN STREET
WINTER GARDEN, FLORIDA 34787
(407) 539-0644

POWER

PROGRESS ENERGY
3300 EXCHANGE PL
LAKE MARY, FLORIDA 32746
(800) 70-8744

GAS

TECO PEOPLES GAS - ORLANDO
600 W. ROBINSON STREET
ORLANDO, FLORIDA 32801
(407) 420-6609

PROJECT TEAM

OWNER/CLIENT

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

ARCHITECT

KAD DESIGNS, INC.
6900 TAVISTOCK LAKES BLVD, SUITE 400
ORLANDO, FL 32827
(407) 344-4122

CIVIL ENGINEER

LAM CIVIL ENGINEERING, INC.
1320 W PINE STREET
ORLANDO, FLORIDA 32805
(407) 254-0040

SURVEYOR

V&S SURVEYING, INC.
2412 ORSOTA CIRCLE
ORLANDO, FLORIDA 34761
(407) 342-1510

LANDSCAPE ARCHITECT

ECOTONE LAND DESIGN, INC.
1850 KINGS COURT
KISSIMMEE, FLORIDA 34741
(407) 931-2225

TRAFFIC ENGINEERING

TRAFFIC PLANNING AND DESIGN, INC.
535 VERSAILLES DRIVE
MAITLAND, FLORIDA 32751
(407) 628-9955



LOCATION MAP
N.T.S.

SUBMITTALS			
DATE	AGENCY	SHEETS	COMMENT
9/18/20	CITY OF WINTER GARDEN	COVER, V1, C0, C1, C1.1, C2, C3, C3.1, C4, C4.1, C5, C5.1, C5.2, C6, C6.1, C7	SITE PLAN
09/17/21	CITY OF WINTER GARDEN	COVER, V1, C0, C1, C1.1, C2, C3, C3.1, C4, C4.1, C5, C5.1, C5.2, C6, C6.1, C7	SITE PLAN
06/02/22	CLIENT	CI	FLIP SITE
08/03/22	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C5.4, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, A000, A101, A200, A201, A202, A301, A401	PCD RESUB
05/04/23	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, A000, A101, A200, A201, A202, A301, A302, A401, SK201, SK202, SK203, SK301, SK302, SK303, SK401, SK402, SK403	PCD RESUBMIT
08/25/23	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, LP-01, LP-02, LP-03, E-1, E-2, E-3, A-1.0, A2.0, A3.0, A3.0-C, A-3.1, A-3.1-C, A-1.0, A-2.0, A-3.0, AND A-3.0-C	PCD RESUBMIT
02/14/24	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, LP-01, LP-02, LP-03, E-1, E-2, E-3, A-1.0, A2.0, A3.0, A3.0-C, A-3.1, A-3.1-C, A-1.0, A-2.0, A-3.0, AND A-3.0-C	PCD RESUBMIT
05/14/24	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, LP-01, LP-02, LP-03, E-1, E-2, E-3, A-1.0, A2.0, A3.0, A3.0-C, A-3.1, A-3.1-C, A-1.0, A-2.0, A-3.0, AND A-3.0-C	PCD RESUBMIT
11/13/24	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, LP-01, LP-02, LP-03, E-1, E-2, E-3, A-1.0, A2.0, A3.0, A3.0-C, A-3.1, A-3.1-C, A-1.0, A-2.0, A-3.0, AND A-3.0-C	PCD RESUBMIT
06/26/25	CWG	COVER, V1, C0, C1, C1.1, C2, C3, C4, C5, C5.1, C5.2, C5.3, C6, C6.1, C6.2, C7, C8, C8.1, C8.2, C8.3, LP-01, LP-02, LP-03, E-1, E-2, E-3, A-1.0, A2.0, A3.0, A3.0-C, A-3.1, A-3.1-C, A-1.0, A-2.0, A-3.0, AND A-3.0-C	FINAL PCD RESUB.

LAM
Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

OFFICE: 321-295-0181
CELL: 321-295-0

CERTIFICATE OF
AUTHORIZATION No. 27340

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

DATE

PN: 2020.018.02

DRAWN BY: LCE

APPROVED BY: QL

DATE: 11-13-24

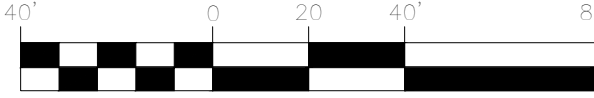
SHEET ----

BOUNDARY & TOPOGRAPHIC SURVEY

FOR ENGINEERING PURPOSE



GRAPHIC SCALE



(36"x24" SHEET 1" = 40')
(15"x12" SHEET 1" = 80')

LEGAL DESCRIPTION

PARCEL 1:

BEGIN 75 FEET NORTH AND 773 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE EAST 140.00 FEET; THENCE NORTH 240.31 FEET; THENCE SOUTH 130.17 FEET; THENCE NORTH 80.08 FEET; THENCE WEST 478.92 FEET; THENCE SOUTH 100.43 FEET; THENCE EAST 473 FEET; THENCE SOUTH 200.00 FEET TO THE POINT OF BEGINNING LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 2:

THE EAST 273 FEET OF THE WEST 773 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 3:

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PARCEL 4:

THE EAST 100 FEET OF THE WEST 500 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING AND BEING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 75 FEET FOR STATE ROAD.

PARCEL 5:

THE EAST 150 FEET OF THE WEST 300 FEET OF THE SOUTH 275 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT STATE ROAD RIGHT OF WAY.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	68829.94	149.94	149.94	S 89°15'45" E	0°07'29"

LINE	BEARING	DISTANCE
LI	N 88°15'29" W	4.98

Bearings shown hereon are based on the South line of the SW 1/4 of section 22, Township 22 S, Range 27 E, being assumed as N 89°42'43" E.

Field Date : 11/27/17
Date Completed : 11/28/17
Revised Date : 08/31/20 Trees added

Property Address :
14345, 14375, 14411, 14423, 14451 W. COLONIAL DR
WINTER GARDEN, FLORIDA 34787.

SURVEY NO : VS 2167

Certified To :
SHAZAD A. NESARALLI
OMAWATIE NESARALLI

FLOOD ZONE INFORMATION:
Community No: 120187 Panel : 0215
Suffix : F F.I.R.M Date : 09/25/2009
Flood Zone : X

BENCHMARK USED:
POINT : C1346038
NORTHING : 1533471
EASTING : 464655
ELEVATION= 111.591 NAVD 88

LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S.I.R	Set Iron Rod #7772
B.M	Bench Mark	EL	Elevation	O.H.L	Overhead Lines	SW	Sidewalk
B.S	Building Setback	F	Field	Pg	Page	SW.E	Sidewalk Easement
CATV	Cable TV Riser	F.F	Finish Floor	P.C.P	Permanant Control Point	X 98.50	Spot Elevation
C	Calculated	FH	Fire Hydrant	P.R.M	Permanent Reference Marker	TEL	Telephone Riser
C/L	Centerline	F.D	Found	P	Plat	T.B.M	Temporary Bench Mark
CLF	Chain Link Fence	⊙	Found Iron Rod or Iron Pipe	P.O.B	Point of Beginning	T.O.B	Top of Bank
C.B	Chord Bearing	P.O.C	Found Nail and Disk	P.O.C	Point of Commencement	TRANS	Transformer
C LEN	Chord Length	IP	Iron Pipe	P.C	Point of Curvature	TYP	Typical
C/O	Cleanout	IR	Iron Rod	P.I	Point of Intersection	U.E	Utility Easement
CONC	Concrete	L/P	Light Pole	P.R.C	Point of Reverse Curve	W/M	Water Meter
C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.T	Point of Tangency	WF	Wood Fence
C.M	Concrete Monument	MH	Manhole	P.O.L	Point on Line	⊙	OAK TREE
C&G	Curb and Gutter	M	Measured	PP	Power Pole	⊙	CHINABERRY TREE
Δ	Delta	MP	Meter Pole	PROP	Proposed	✱	PALM TREE
D.E	Drainage Easement	N+D	Nail and Disc	RAD	Radial	⊙	EAR TREE
D.F	Drainfield	N.R	Non Radial	R	Radius		
D/W	Driveway	NHWE	Normal High Water Elevation	R.P	Radius Point		
E.O.P	Edge of Pavement	N.T.S	Not to Scale	R.W	Right of Way		

Surveyor's Notes

- This survey is based on the legal description as provided by the Client.
- This Surveyor has not abstracted the land shown hereon for easements rights of way or restrictions of records which may affect the title or use of the land.
- No underground improvements or installations have been located unless noted. Only visible utilities located.
- Elevations if shown hereon are based on NAVD 1988 unless otherwise stated.
- Dimensions shown for the location of improvements hereon should not be used to reconstruct boundary lines.

6 Dimensions and bearings shown are plat and measured only unless otherwise noted.

7 Attention is directed to the fact that this plan may have altered in size by reproduction. This must be considered when obtaining scaled data.

8 Features shown by symbols as indicated in legend may not be to scale.

9 Wall ties are to face of wall.

10 Only visible utilities and encroachment located.

11 This survey is valid for 90 days from the completed date or revised date shown.

12 Septic Tanks and drainfield location are approximate and should be verified by the appropriate utility company.

13 The accuracy of this survey is according to the Standards of Practice by the Board of Professional Land Surveyors and Mappers in Rule 5J-17 Florida Administrative Code.

REVISIONS

No.	DATE	DESCRIPTION	APP'D BY
1	09/18/20	CITY OF WINTER GARDEN COMM.	QTL
2	09/17/21	CITY OF WINTER GARDEN COMM.	QTL
3	03/31/23	CITY OF WINTER GARDEN COMM.	QTL
4	08/24/23	CITY OF WINTER GARDEN COMM.	QTL
5	07/06/24	CITY OF WINTER GARDEN COMM.	QTL
6	05/14/24	CITY OF WINTER GARDEN COMM.	QTL

SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

EXISTING CONDITIONS

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM

Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

PHONE: 407-254-0040
CELL: 407-234-8944

CERTIFICATE OF
AUTHORIZATION No. 27340

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NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

DATE

PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

APPROVED BY: QTL

SHEET V1

GENERAL NOTES

1.

THE BOUNDARY AND TOPOGRAPHIC SURVEYS FOR THIS PROJECT WERE FURNISHED BY THE CLIENT, LAM CIVIL ENGINEERING, INC. ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THE SURVEYS. LAM CIVIL ENGINEERING, INC. HAS USED THESE SURVEYS IN PREPARING THE CIVIL SITE PLANS. THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC DATA, THE LOCATION OF EXISTING SITE FEATURES, UTILITIES, AND ALL OTHER SITE CONDITIONS SHOWN ON THE PLANS PRIOR TO COMMENCING WORK. ANY SITE CONDITIONS DIFFERENT FROM PLANS SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTES NUMBER 2.
2.

ANY SITE CONDITIONS DIFFERENT FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, THE CONTRACTOR SHALL BRING THE DISCREPANCY TO THE IMMEDIATE ATTENTION OF THE OWNER/CLIENT OR ENGINEER OR ARCHITECT IN WRITING WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF HE OR SHE FAILS TO PROVIDE WRITTEN NOTIFICATION TO THE OWNER/CLIENT OR ARCHITECT OR ENGINEER.
3.

THE LOCATION OF ALL EXISTING UTILITY SERVICES, FACILITIES AND STRUCTURAL FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE COMPLETENESS OF THE INFORMATION PROVIDED. ANY INACCURACY OR OMISSION IN SUCH INFORMATION SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROTECT SUCH EXISTING FEATURES FROM DAMAGE OR UNSCHEDULED INTERRUPTION OF SERVICES. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, CONTRACTOR SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTES NUMBER 2.
4.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION WITH THE UTILITY COMPANIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. PRIVATE UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANY DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITY COMPANIES SHALL BE INCIDENTAL TO THE CONTRACT.
5.

THE CONTRACTOR SHALL EXAMINE THE SITE FOR ALL CONDITIONS WHICH MAY AFFECT THIS PROJECT EITHER WITHIN THE PROPOSED CONSTRUCTION OR ADJACENT AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND ASSURING THAT NO EXISTING UTILITIES, DRAINAGE SYSTEM STRUCTURES, OR PHYSICAL STRUCTURE IS WITHIN THE LIMITS OF THE PROJECT. THE OWNER AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR SUBSURFACE CONDITIONS OR FOR THE CONTRACTOR'S FAILURE TO IDENTIFY, LOCATE, AND PROTECT EXISTING FACILITIES.
6.

THE CONTRACTOR SHALL LOCATE AND VERIFY THE DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES FOR THE PROJECT, PRIOR TO ORDERING ANY STRUCTURES.
7.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND IN-HAND PRIOR TO COMMENCING WORK.
8.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL REQUIREMENTS OF REGULATORY AGENCIES REGARDING CONSTRUCTION AND MAINTENANCE ACTIVITIES AND CONDITIONS STATED THEREIN.
9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA, INSPECTION SCHEDULES AND SIGNING REQUIRED INSPECTIONS.
10.

ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY AND/OR COUNTY, OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES.
11.

ALL MATERIALS, INSTALLATION, AND TEST SHALL BE IN ACCORDANCE WITH LOCAL AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. WHERE THE SPECIFICATIONS CONFLICTS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
12.

THE CONTRACTOR SHALL SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER AND ENGINEER FOR COORDINATION AND REVIEW.
13.

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND REGULATORY AGENCIES APPROVAL PRIOR TO PROCUREMENT OF MATERIALS.
14.

AS-BUILT DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER UPON PROJECT CONSTRUCTION COMPLETION BUT PRIOR TO FINAL CERTIFICATION OF COMPLETION BY THE ENGINEER AND LOCAL REGULATORY AGENCIES (SEE AS-BUILT NOTES FOR SPECIFICS REQUIREMENTS).
15.

THE CONTRACTOR SHALL COORDINATE BETWEEN MECHANICAL, ELECTRICAL, IRRIGATION, ARCHITECTURAL, CIVIL, AND ETC... IF ANY DISCREPANCIES ARE FOUND THE CONTRACTOR IS TO NOTIFY THE OWNER AND ARCHITECT IN WRITING IMMEDIATELY.
16.

ALL HANDICAP ACCESSIBLE CURB RAMPS SHALL BE CONSTRUCTED WITH CONCRETE IN COMPLIANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AND ADA STANDARDS FOR ACCESSIBLE DESIGN (28 CFR PART 36) LATEST EDITION. ALL HANDICAP ACCESSIBLE CURB RAMPS SHALL HAVE CURB RAMP DETECTABLE WARNINGS AS OUTLINED IN FDOT DESIGN STANDARDS INDEX #304 (PUBLIC SIDEWALK CURB RAMPS).
17.

ALL MANHOLES, INLETS, AND JUNCTION BOX STRUCTURES SHALL BE PRE-CAST AND IN ACCORDANCE WITH ASTM C-478 UNLESS SPECIFIED ELSEWHERE (I.E. PLANS AND SPECIFICATIONS).
18.

BURNING WILL NOT BE ALLOWED UNLESS THE APPROPRIATE PERMIT AND/OR APPROVAL IS OBTAINED FROM THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE BURNING ACTIVITIES AT THE LOCATION WHERE THE PROPOSED BURNING ACTIVITY IS REQUESTED.
19.

PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY DESIGN STANDARDS" INDEX 600, SUCH AS TO EFFECTIVELY PREVENT ACCIDENTS IN ALL PLACES WHERE WORK CAUSES OBSTRUCTION TO THE NORMAL TRAFFIC PATTERN AND/OR FLOW OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC. IF DURING CONSTRUCTION ACCESS FOR LOCAL TRAFFIC IS CHANGED, THEN THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE.
20.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC (MOT) PLANS AND SIGNAGE THAT WOULD BE REQUIRED FOR THIS PROJECT AND SHALL INCLUDE THE MOT PLANS AND SIGNAGE IN THE BID FOR THIS PROJECT..
21.

SIGNAGE AND STRIPING SHALL CONFORM TO THE FDOT DESIGN STANDARD LATEST EDITION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2003 EDITION.
22.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION ALL EXISTING CORNER MONUMENT AND/OR BENCHMARKS. DISTURBED CORNER MONUMENT AND/OR BENCHMARKS SHALL BE RESTORED BY FLORIDA LICENSED SURVEYOR SELECTED BY THE OWNER AT THE CONTRACTOR'S EXPENSE.
23.

THE CONTRACTOR SHALL PROVIDE AT A MINIMUM OF ONE (1) VERTICAL TO ONE (1) HORIZONTAL SIDE SLOPE FOR DIG TRENCHES AT ALL TIMES. WHERE DIG TRENCHES ARE STEEPER THAN ONE (1) VERTICAL TO ONE (1) HORIZONTAL, A TRENCH BOX SHALL BE USED.

NOTE:
THE OWNER USED IN THESE NOTES SHALL MEAN
NESARALLI HOLDINGS, LLC
14451 W COLONIAL DRIVE
WINTER GARDEN, FLORIDA 34787

DEMOLITION NOTES

1.

48 HOURS PRIOR TO COMMENCING OF CONSTRUCTION, CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770) FOR UTILITY LOCATES WITHIN THE CONSTRUCTION LIMITS AND ANY AREA TO BE EXCAVATED.
2.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO COMMENCING CONSTRUCTION FOR DIG PERMITS, WATER AND WASTEWATER PERMITS, AND/OR OTHER PERMITS AS APPLICABLE. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND AND/OR ABOVE GROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION OR EXCAVATION.
3.

THE LOCATION OF EXISTING UTILITIES AND DRAINAGE SYSTEM SHOWN ON THE PLANS HAVE BEEN DERIVED FROM THE BEST INFORMATION AVAILABLE AT TIME OF DESIGNING AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR. OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR EXISTING UTILITIES AND DRAINAGE SYSTEM INACCURACY SHOWN ON THE PLANS. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND FOR ANY EXISTING UTILITIES RELOCATIONS WITH THE UTILITY OWNERS. IF THE EXISTING UTILITIES RELOCATIONS CAUSED THE CONTRACTOR ANY DELAY OR INCONVENIENCE, IT IS CONSIDERED INCIDENTAL TO THE CONTRACT AND NO EXTRA EXPENSE WILL BE ALLOWED.
4.

ALL DEBRIS AND DISCARDED MATERIALS FROM CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION CONSTRUCTION WORK AND HAULING WASTE MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST AND PERMIT FEES ASSOCIATED WITH DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL.
5.

THE CONTRACTOR SHOULD VERIFY AND MARK WITH LOCAL NATURAL GAS COMPANY FOR LOCATION AND DEPTH OF ALL GAS MAINS WITHIN CONSTRUCTION LIMITS AND ANY EXCAVATION AREA.
6.

ANY ENCOUNTERED CONTAMINATED / HAZARDOUS MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL CONTAMINATED/HAZARDOUS MATERIALS SHALL BE COORDINATED WITH ENVIRONMENTAL ENGINEER FOR TESTING, IDENTIFICATION, EXCAVATION, AND DISPOSING OFFSITE IN ACCORDANCE WITH EPA, FDEP, AND LOCAL JURISDICTION REGULATIONS.
7.

PRIOR TO DEMOLISHING UTILITY LINES, CONTRACTOR SHALL VERIFY FLOW FROM EXISTING BUILDINGS WHICH ARE TO REMAIN. IF DEMOLITION WILL CUT OFF THESE FACILITIES, THE OWNER, ARCHITECT AND/OR ENGINEER SHALL BE CONTACTED IMMEDIATELY.
8.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ALL AREAS (SUCH AS ASPHALT, BUILDING STRUCTURES, UTILITY LINES, STORM SYSTEM, ETC.) DURING THE DEMOLITION AND CONSTRUCTION OF THIS PROJECT AND SHALL RESTORE THE DAMAGED FACILITY TO PRE-DAMAGED CONDITION.

48 HOURS BEFORE DIGGING



CALL

TOLL FREE

1-800-432-4770

SUNSHINE STATE ONE CALL CENTER



EROSION CONTROL NOTES

1.

ALL EROSION CONTROL MEASURES SHOWN HEREON ARE THE MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS PART OF THIS CONTRACT.
2.

ALL EROSION CONTROL WORKS SHALL CONFORM TO THE LOCAL WATER MANAGEMENT DISTRICT, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS.
3.

PRIOR TO EARTH WORK OR START OF CONSTRUCTION, CONTRACTOR SHALL ERECT/PLACE EROSION AND SEDIMENT CONTROL MEASURES AS A DEFENSE IN TRANSPORTING SILT OFF SITE.
4.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING FDEP NOTICE OF INTENT (NOI) APPLICATION AND FEE AT LEAST 48-HOURS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO PREPARE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE EPA/FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND SHALL RETAIN THE SWPPP ONSITE WITH LOGS OF EROSION AND SEDIMENT CONTROLS INSPECTIONS. NOI'S APPLICATION AND FEE MUST BE SENT TO THE FOLLOWING ADDRESS:
NPDES STORM WATER NOTICES CENTER, MS#2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400
5.

THE CONTRACTOR SHALL ENSURE EROSION AND SEDIMENT CONTROL MEASURES REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION AT ALL LOCATIONS SHOWN UNTIL CONSTRUCTION IS COMPLETED, SOILS ARE STABILIZED AND VEGETATION IS ESTABLISHED.
6.

THE CONTRACTOR SHALL MAKE DAILY INSPECTIONS TO DETERMINE THE EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL MEASURES. ANY NECESSARY REMEDIES SHALL BE PERFORM WITHOUT DELAY AND RECORD THE INSPECTION AND REMEDIES IN THE SWPPP LOG.
7.

THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT FENCES, TURBIDITY BARRIERS, TEMPORARY GRASSING, ETC. AS PART OF THE EROSION AND SEDIMENT CONTROL MEASURES (SEE LIST BELOW).
A. INLET PROTECTION: INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT (SILT) WITHIN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS.
B. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY, WETLAND OR STORM SEWER SYSTEM.
C. CLEARING EXPOSED AREA: THE RAW ERODABLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILL OPERATIONS SHALL BE CONTROLLED TO LIMIT OFFSITE DEPOSIT OF SEDIMENT.
D. TEMPORARY SEEDING: AREAS WITH RAW ERODABLE SOIL THAT ARE NOT ANTICIPATED TO RECEIVE FINAL GRASSING OR PAVEMENT OR FOUNDATION WITHIN 30 DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPLETE WITH PERMANENT GRASS.
E. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN "D" ABOVE, SHALL ADDITIONALLY RECEIVE APPROXIMATELY TWO (2) INCHES OF MULCH. LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDDED AREA TO A DEPTH OF FOUR (4) INCHES. THE SEEDDED OR SEEDDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. IF AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS SHALL BE APPLIED TO ESTABLISH GREATER THAN 75% GRASS COVER.
8.

THIS PROJECT MAY REQUIRE DEWATERING FOR SITE WORKS AND THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL DEWATERING PERMITS FROM WATER MANAGEMENT DISTRICT AND LOCAL JURISDICTIONAL AGENCIES.
9.

PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL OBTAIN AND KEEP ON SITE ALL PERMITS (I.E. FDEP NOI, WATER MANAGEMENT DISTRICT PERMIT, CITY AND/OR COUNTY PERMITS, AND ETC.)

GRADING AND DRAINAGE NOTES

1.

ALL SOIL STRIPPINGS, DELETERIOUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED LEGALLY BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER OR SPECIFIED ELSEWHERE IN THE PLANS FOR SELECTED DISPOSAL. IN NO CASE WILL BURIAL OF DISPOSABLE MATERIALS BE ALLOWED WITHIN HE PAVEMENT AREAS, BUILDING PAD AREAS, POND OR SWALE BERMS OR EMBANKMENTS, OR IN REAR YARDS ADJACENT TO PONDS OR LAKES.
2.

THE OWNER SHALL PROVIDE A GEOTECHNICAL ENGINEER TO MAKE DETERMINATIONS ON THE SUITABLE OF MATERIAL ACQUIRED FROM EXCAVATIONS OR BORROW OPERATIONS AND TO DETERMINE FILL SUITABILITY AND CONTROL FOR EMBANKMENT OPERATIONS OR THE STOCKPILING OF SURPLUS SOIL. THE CONTRACTOR SHALL COOPERATE WITH THE GEOTECHNICAL ENGINEER AS REQUIRED TO DO THE WORK.
3.

THE CONTRACTOR IS REQUIRED TO REVIEW THE PROJECT PLANS AND CONSULT WITH THE GEOTECHNICAL ENGINEER WHO THE OWNER HAS RECOMMENDED, IN MANAGING THE EXCAVATION, STAGING, PLACEMENT AND COMPACTION OF SOILS MATERIALS.
4.

ALL SOIL TYPE IDENTIFICATION ON CIVIL PLANS HAVE BEEN PROVIDED BY GEOTECHNICAL ENGINEER AND/OR NATURAL RESOURCES CONSERVATION SERVICE (NRCS) PREVIOUSLY KNOWN AS SOIL CONSERVATION SERVICE (SCS).
5.

ALL GRADING AND SITE PREPARATION SHALL CONFORM TO SPECIFICATION AND LOCAL RULES AND REGULATIONS.
6.

ALL OFF-SITE DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER.
7.

PRIOR TO THE PLACEMENT OF SELECT FILL, THE AREA TO BE FILLED WILL BE PROOF ROLLED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER UNLESS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER. IN NO CASE SHOWING SIGNS OF PUMPING, WEAVING OR OTHER FORMS OF INSTABILITY SHALL BE SELECTIVELY REMOVED AND REPLACED WITH COMPACTED SELECT FILL.
8.

THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED AS SPECIFIED IN THE SPECIFICATION AND RECOMMENDED AND TESTED BY GEOTECHNICAL ENGINEER FOR THE SUPPORT REQUIRED FOR ANY STRUCTURE EITHER PHYSICAL OR EARTHEN (I.E. PAVEMENT, DRAINAGE STRUCTURES, DRAINAGE PIPES, BUILDING PADS, AND ETC.) DESCRIBED IN THE PLANS. THE CONTRACTOR SHALL INSURE SUFFICIENT SOILS TESTING HAS BEEN PERFORMED BY GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
9.

POND AND BERM EMBANKMENTS SHALL BE CONSTRUCTED OF SUITABLE MATERIAL IN LIFTS NOT MORE THAN 12-INCHES PER LIFT. POND AND BERM COMPACTION SHALL BE AS SPECIFIED BY THE GEOTECHNICAL ENGINEER, BUT IN NO CASE LESS THAN A MINIMUM EQUIVALENT OF 95 PERCENT OF THE SOIL'S MODIFIED PROCTOR DENSITY TEST (ASTM D-1557).
10.

ALL FILL EMBANKMENT AND GRADED AREAS SHALL BE PROTECTED AGAINST EROSION BY METHODS STATED IN FDOT STANDARD SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION, "SECTION 104". SIDE SLOPES MAY BE SEEDDED, SODDED AND MULCHED PROVIDED THAT THE MULCH MATERIAL IS DISC HARROWED AND THE GRADED AREA AND SIDE SLOPES ARE NOT GREATER THAN 3:1.
11.

ALL POND AND OPEN DRAINAGE SYSTEM (I.E. SWALES AND DITCHES) SIDE SLOPES AND DRY BOTTOMS ARE TO BE SODDED UP TO THE TOP OF BANK ELEVATIONS.
12.

THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL NEWLY PLANTED GRASS, PLANT AREA, AND RETENTION/DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER.
13.

THE CONTRACTOR SHALL PROVIDE DEWATERING IF REQUIRED FOR THE PROJECT AND SHALL APPLY AND OBTAIN THE NECESSARY PERMITS FOR DEWATERING FROM LOCAL, STATE AND/OR FEDERAL AGENCIES.
14.

ALL EXPOSED EARTH ADJACENT TO STORM DRAINAGE STRUCTURES (I.E. DITCH BOTTOM INLETS, MANHOLES, MITERED-END SECTIONS, HEADWALLS, OUTFALL STRUCTURES, AND ETC.) SHALL BE SODDED.
15.

MITERED-END SECTIONS AND U-TYPE HEADWALLS ARE LOCATED WITH COORDINATES AT THE CENTER OF THE OUTFALL STRUCTURE.
16.

ALL PAVEMENT AND CURB RETURNS RADI DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
17.

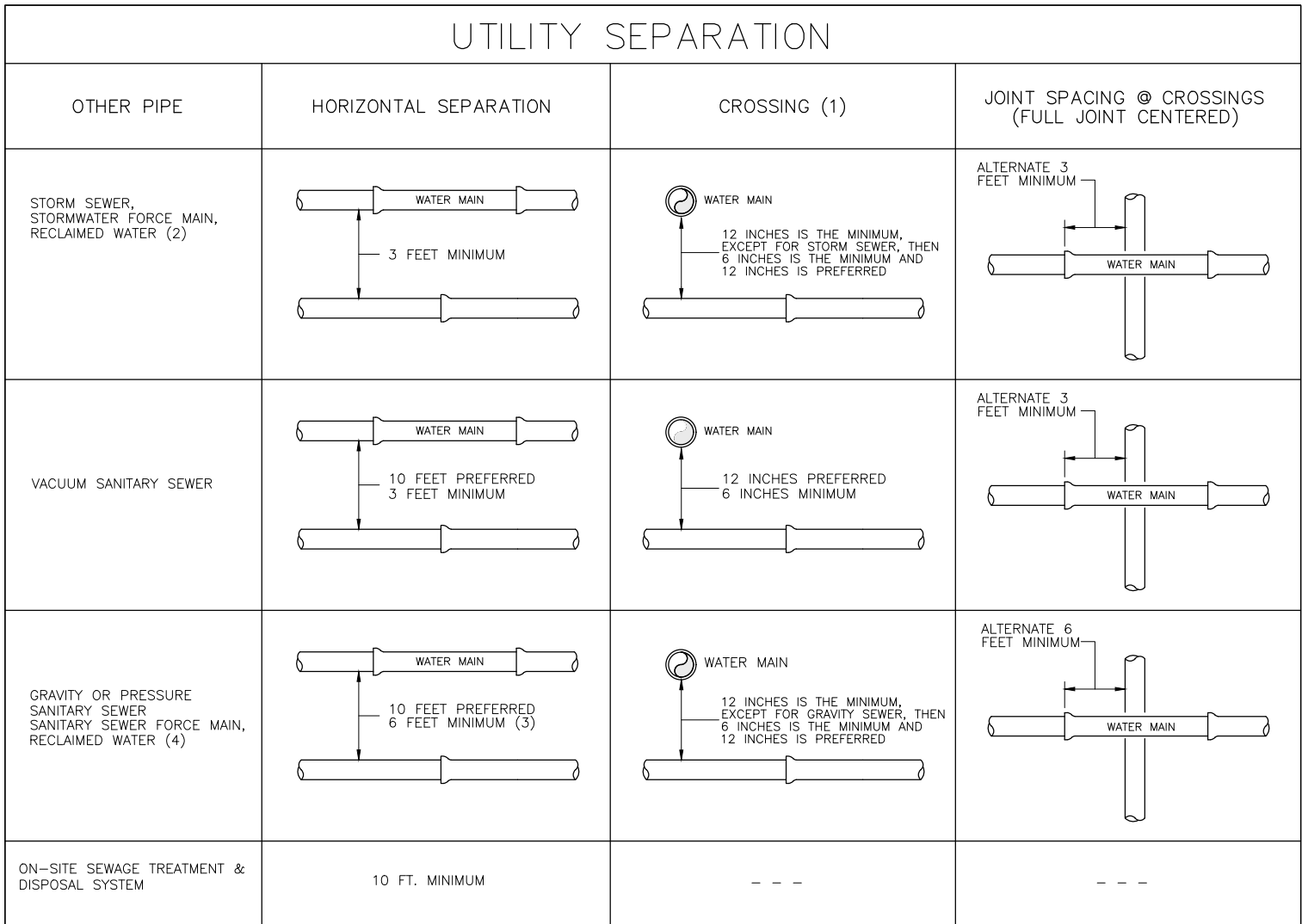
ALL STORM SEWER PIPE WILL CONSISTED OF REINFORCED CONCRETE PIPE (RCP) CLASS III, EXCEPT WHERE NOTED ON THE PLANS OR REQUIRED BY GOVERNMENTAL JURISDICTION.
18.

ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED WITH 4-FT OF FILTER FABRIC CENTERED BETWEEN PIPE JOINTS.
19.

ALL PAVEMENT AND CONCRETE AREAS SHALL HAVE A MINIMUM OF 0.5% LONGITUDINAL OR LATERAL SLOPE.
20.

ALL BENCHMARK LOCATION AND ELEVATION WERE PROVIDED BY SURVEYOR AND LAM CIVIL ENGINEERING, INC. HAS USED THE BENCHMARK INFORMATION PROVIDED IN PREPARING THE PLANS. LAM CIVIL ENGINEERING, INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS OR ACCURACY OF THE SURVEY INFORMATION. THE CONTRACTOR SHALL VERIFY THE SURVEY PRIOR TO START OF CONSTRUCTION.
21.

SUBSURFACE EXPLORATION AND GEOTECHNICAL EVALUATION FOR THIS PROJECT AND ITS SURROUNDING HAS BEEN PERFORMED BY ANDREYEV ENGINEERING, INC. DATED NOVEMBER 28, 2008. THE CONSTRUCTION DOCUMENTS WERE PREPARED BASED ON THE ABOVE GEOTECHNICAL REPORT RECOMMENDATION AND SUGGESTION. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORTS AND THESE PLANS SHALL BE REPORTED TO THE OWNER/ENGINEER. THE CONTRACTOR IS ADVISED TO PERFORM INDEPENDENT EVALUATIONS REGARDING THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION, AND TO OBTAIN A COPY OF THE ABOVEMENTIONED REPORTS PRIOR TO CONSTRUCTION.



- (1)

WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
- (2)

RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- (3)

3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
- (4)

RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

** THIS SEPARATION TABLE IS PROVIDED FOR YOUR CONVENIENCE ONLY. REFER TO F.A.C. RULE 62-555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS.

UTILITY NOTES

1.

ALL UTILITY PIPES SHALL HAVE A MINIMUM THIRTY SIX (36) INCHES OF COVER FROM CROWN OF PIPES.
2.

ALL PVC WATER DISTRIBUTION SYSTEM SHALL BEAR NATIONAL SANITATION FOUNDATION (NSF) LOGO FOR POTABLE WATER USE. ALL PVC PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C900 STANDARD (LATEST EDITION). PVC PIPE WITH NOMINAL DIAMETER FOUR (4) INCHES TO TWELVE (12) INCHES SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 PSI AND SHALL HAVE A DIMENSION RATION (DR) OF 18.
3.

ALL DUCTILE IRON PIPE (DIP) WATER DISTRIBUTION SYSTEM WITH NOMINAL DIAMETER FOUR (4) INCHES THROUGH TWENTY FOUR (24) INCHES SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 350 PSI WITH STANDARD CEMENT MORTAR LINING IN ACCORDANCE WITH ANSI/AWWA C104/A21.4.
4.

THE CONTRACTOR SHALL TAKE ADEQUATE MEASURES TO INSURE THE PROTECTION OF EXISTING WATER MAINS FROM BACKFLOW CONTAMINATION DURING BACK FILLING, FLUSHING, TESTING, AND MAINTAINING A CONSTANT PRESSURE IN THE PIPING SYSTEM UNTIL A LETTER OF CLEARANCE IS OBTAINED FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND UTILITY SERVICE PROVIDER.
5.

AN APPROVED REDUCED PRESSURE BACKFLOW PREVENTION (RPZ) DEVICE IS REQUIRED FOR THE POTABLE WATER MAIN SYSTEM TO BE CONNECTED AT THE POINT OF SERVICE (POS) FROM THE UTILITY SERVICE PROVIDER. APPROVED DOUBLE CHECK VALVE ASSEMBLIES ARE REQUIRED FOR ALL IRRIGATION AND FIRE PROTECTION SYSTEMS TO BE CONNECTED AT THE POS FROM THE UTILITY SERVICE PROVIDER. THE CONTRACTOR IS RESPONSIBLE FOR TESTING THE DEVICES BY A CERTIFIED BACKFLOW TESTER AND FORWARD THE RESULTS TO THE UTILITY SERVICE PROVIDER.
6.

ALL WATER MAIN CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE UTILITY SERVICE PROVIDER SPECIFICATIONS AND STANDARDS UNLESS SPECIFICALLY STATED ON THE PLANS.
7.

THE CONTRACTOR SHALL PROTECT THE EXISTING ACTIVE MAIN FROM BACKFLOW CONTAMINATION DURING BACK FILLING, FLUSHING, TESTING, AND MAINTAINING A PRESSURE IN THE NEW MAINS DURING CONSTRUCTION. ALL PROTECTION METHODS SHALL CONFORM TO THE LOCAL UTILITY PROVIDER, FDEP, AND AWWA STANDARD SPECIFICATIONS.
8.

IN THE EVENT THAT THE POTABLE WATER SYSTEM IS CONTAMINATED DUE TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE, UNDER THE SUPERVISION OF THE OWNER, OR STATE AND LOCAL REGULATORY AGENCY, IN CORRECTING ANY SUCH CONTAMINATION INCLUDING DISINFECTION, TESTING, AND OTHER CORRECTIVE ACTION, AT CONTRACTOR'S EXPENSE.
9.

DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL STANDARDS AND AWWA C651 SPECIFICATIONS. ALL REPAIRS OR TESTING OR RETESTING SHALL BE DONE AT CONTRACTOR'S EXPENSE.
10.

AFTER DISINFECTION, BACTERIOLOGICAL TESTING (BT) SHALL BE PERFORMED AT LESS TWO (2) CONSECUTIVE DAYS IN ACCORDANCE WITH AND APPROVED BY LOCAL UTILITY PROVIDER AND FDEP. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT FOUR (4) SETS OF AS-BUILT WATER AND SEWER DRAWINGS AND THE BT RESULTS TO THE ENGINEER. AS-BUILT WATER AND SEWER DRAWINGS SHALL BE PREPARED, SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR.
11.

THE ON-SITE WATER AND WASTEWATER SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED. LOCAL UTILITY PROVIDER WILL INSPECT THESE FACILITIES AS THEY ARE INSTALLED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL ALL UTILITY LINES TO LOCAL UTILITY PROVIDERS STANDARDS AND TO COORDINATE WITH THE LOCAL UTILITY PROVIDERS FOR PRE-CONSTRUCTION MEETINGS, INSPECTION, SHOP DRAWING APPROVALS, AND CLEARANCE.
12.

FIRE PROTECTION SYSTEM SHALL BE CONSTRUCTED BY A LICENSED FIRE SYSTEM CONTRACTOR IN THE STATE OF FLORIDA, IN ACCORDANCE WITH NFPA 24 REGULATING THE CONSTRUCTION AND TESTING FIRE PROTECTION SYSTEMS.
13.

FIRE HYDRANT COLOR CODING SHALL BE PAINTED IN ACCORDANCE WITH NFPA 291. THE HYDRANT COLOR CODING IS LISTED BELOW. FIRE FLOW AND COLOR CODE WILL BE BASED ON ACTUAL FLOW TEST PERFORMED BY THE FIRE INSPECTOR.
A. THE BARREL OF THE HYDRANT SHALL BE PAINTED CHROME OR YELLOW; AND B. THE BONNET AND NOZZLES OF THE HYDRANT SHALL BE PAINTED AS FOLLOWS:
-LIGHT BLUE FOR HYDRANTS FLOWING 1,500 GPM OR GREATER
-GREEN FOR HYDRANTS FLOWING 1,499 TO 1,000 GPM
-ORANGE FOR HYDRANTS FLOWING 999 TO 500 GPM
-RED FOR HYDRANTS FLOWING 499 GPM OR LESS.
14.

ALL WATER MAIN PIPE, FITTINGS, VALVE, AND FIRE HYDRANTS SHALL CONFORM WITH APPLICABLE AWWA STANDARDS AND CHAPTER 62-555 F.A.C. ALL NEW AND RELOCATED WATER MAIN MATERIALS AND APPURTENANCES SHALL COMPLY WITH FDEP RULE 62-555.322 F.A.C. REGARDING LEAD USE.
15.

NO WATER MAIN SHALL BE CONSTRUCTED OR ALTERED TO PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY SEWER MANHOLE OR SANITARY PIPE AND STORM SEWER MANHOLE OR STORM SEWER INLET OR PIPE.
16.

HYDROSTATIC TESTS WILL BE PERFORMED ON THE WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH ANSI/AWWA C600-93 SECTION 4 AND/OR LOCAL UTILITY PROVIDER.
17.

LEAKAGE TESTING FOR GRAVITY SEWER PIPES SHALL BE CONDUCTED IN ACCORDANCE WITH "RECOMMENDED PRACTICE FOR LOW PRESSURE AIR TESTING FOR INSTALLED SEWER PIPE" AS ESTABLISHED BY THE UNI-BELL PVC PIPE ASSOCIATION.
18.

STAND PIPE FROM FIRE DEPARTMENT CONNECTION (FDC) TO BUILDING SHALL BE 9000 DR14 WITH 200 PSI PRESSURE TESTED.

AS-BUILT NOTES

1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE PROJECT ENGINEER UPON COMPLETION OF THE PROJECT. AS-BUILT DRAWINGS SHALL DEPICT ANY CHANGES DURING CONSTRUCTION TO THE DESIGN DOCUMENTS EITHER DRAWINGS OR SPECIFICATIONS. BOTH THE DESIGN DOCUMENTS AND AS-BUILT SHALL BE CLEARLY SHOWN ON ONE SET OF PLAN AND MUST BE LABELED AS "AS-BUILT" OR "RECORD" DRAWING. AS-BUILT DRAWINGS SHALL BE PREPARED AND CERTIFIED BY A REGISTERED SURVEYOR. AT A MINIMUM, THE FOLLOWING INFORMATION SHALL BE CERTIFIED ON THE AS-BUILT DRAWINGS.
WATER DISTRIBUTION SYSTEM
A. LOCATION AND DIMENSIONS OF PIPES, VALVES, FITTINGS, FDC, METER, FIRE HYDRANT, AND ANY OTHER ASSOCIATED PRODUCTS.
B. VERTICAL SEPARATION AT CROSSINGS WITH RESPECT TO WATER MAINS AND OTHER UTILITIES (E.G. SANITARY, NATURAL GAS, STORM, ETC.)
WASTEWATER COLLECTION / TRANSMISSION SYSTEM
A. LOCATION, SIZE, INVERT ELEVATIONS OF PIPES AND MANHOLES (INCLUDING RIM AND BOTTOM ELEVATIONS) AND ANY OTHER ASSOCIATED PRODUCTS.
B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CLOSED CIRCUIT TV (CCTV) LOG AND VIDEO OF THE SANITARY SYSTEM PIPES AND MANHOLES. CCTV LOG AND VIDEO SHALL HAVE AUDIO DESCRIPTION OF PIPE SIZE AND CONDITIONS, CONTINUOUS RUN, AND INSPECTION OF ALL JOINTS BETWEEN PIPES AND STRUCTURES. THE CONTRACTOR SHALL FORWARD TWO (2) COPIES OF THE CCTV LOGS AND VIDEOS TO THE PROJECT ENGINEER PRIOR TO SANITARY SYSTEM CLEARANCE BY THE SERVICE PROVIDER.
PAVING AND DRAINAGE SYSTEM
A. LOCATIONS, DIMENSIONS, AND INVERT ELEVATIONS OF ALL INFILTRATION, EXFILTRATION, OR UNDERDRAIN SYSTEMS INCLUDING CLEANOUTS, PIPES, CONNECTIONS TO CONTROL STRUCTURES, AND POINTS OF DISCHARGE TO THE RECEIVING WATERS.
B. LOCATIONS, DIMENSIONS, AND INVERT ELEVATIONS OF ALL DRAINAGE PIPES, DRAINAGE STRUCTURES (INCLUDING RIM AND BOTTOM ELEVATIONS), ALL DISCHARGE STRUCTURES (INCLUDING ALL WEIRS, SLOTS, GATES, PIPES, AND SKIMMERS).
C. DIMENSIONS, ELEVATIONS, CONTOURS, AND/OR CROSS-SECTIONS OF ALL STORMWATER PONDS, DITCHES, AND SWALES SUFFICIENT TO DETERMINE STAGE-STORAGE RELATIONSHIPS FOR STORAGE VOLUME, DEPTH AND STORAGE VOLUME FOR WET RETENTION/DETENTION PONDS.
D. DIMENSIONS, ELEVATIONS, CONTOURS, FINAL GRADES, FLOW DIRECTION AND/OR CROSS-SECTIONS OF ALL CONVEYANCE SYSTEMS ONSITE AND ANY OFF-SITE CONVEYANCE SYSTEMS IMPROVEMENTS.
E. LOCATIONS AND ELEVATIONS OF SURFACE WATER (E.G. WET RETENTION/DETENTION PONDS, TAIL WATER, AND ETC.) AND DATE MEASURED.
F. ELEVATION AND LOCATION OF BENCHMARK(S) AND BENCHMARK(S) NUMBER FOR THE SURVEY.
B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CLOSED CIRCUIT TV (CCTV) LOG AND VIDEO OF THE STORM SEWER SYSTEM PIPES, INLETS AND MANHOLES. CCTV LOG AND VIDEO SHALL HAVE AUDIO DESCRIPTION OF PIPE SIZE AND CONDITIONS, CONTINUOUS RUN, AND INSPECTION OF ALL JOINTS BETWEEN PIPES AND STORM STRUCTURES. THE CONTRACTOR SHALL FORWARD TWO (2) COPIES OF THE CCTV LOGS AND VIDEOS TO THE PROJECT ENGINEER PRIOR TO ACCEPTANCE/CLEAR OF STORM SEWER SYSTEM BY THE OWNER.

EMERGENCY WASTEWATER SPILL AND WATER MAIN BREAK PROCEDURES

1.

EXCAVATE CAUTIOUSLY: THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WASTEWATER FORCE MAINS AND GRAVITY SEWERS. FORCE MAIN AND SEWER LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2.

TELEPHONE NOTIFICATION: ORANGE COUNTY DISPATCH OPERATOR SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A FORCE MAIN, GRAVITY SEWER, REUSE MAIN OR WATER MAIN BREAK OR DAMAGE AT (407) 823-9150.
3.

REPAIR IMMEDIATELY: ALL DAMAGE TO ORANGE COUNTY MAINS AND LATERALS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY THE ORANGE COUNTY UTILITY INSPECTOR, ORANGE COUNTY MAY PERFORM REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR REPAIRS.
4.

CITY OF WINTER GARDEN UTILITY DEPARTMENT GENERAL TELEPHONE NUMBERS:
• CONSTRUCTION INSPECTION WWW.WGAR-EGOV.ASPGOV.COM
• (407) 254-9850
• CITY UTILITY WATER LEAKS, SEWER BACKUP (407) 656-2256 (BUSINESS HR)
5.

ADVANCE NOTIFICATION OF CONSTRUCTION: OCC CONSTRUCTION SECTION (407-836-7274) SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY.
6.

ADVANCE NOTIFICATION OF PENDING CONNECTION: ORANGE COUNTY WATER DIVISION (407-836-6800) AND ORANGE COUNTY WASTEWATER DIVISION (407-836-6845) SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS IN ADVANCE TO SCHEDULE MAIN TIE-INS AND VALVE OPERATIONS.
7.

OPERATION OF ORANGE COUNTY VALVES: WATER, WASTEWATER, AND REUSE VALVES ARE TO BE OPERATED ONLY BY ORANGE COUNTY UTILITIES INSPECTOR (407-836-7274). ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.
8.

OPERATION OF ORANGE COUNTY PUMP STATIONS: THE CONTRACTOR SHALL COORDINATE ALL PUMP STATION OPERATION AND SHUT DOWN CONTROL WITH AN ORANGE COUNTY UTILITIES INSPECTOR (407-836-7274).

UTILITY PIPE SCHEDULE

SERVICE	MATERIAL	CLASS	TEST PRESSURE
(WM) WATER MAIN DIA. = 4"-12"	PVC	PC150 DR18 AWWA C900	150 PSI
	DIP	C350 OR C151/A21.51	150 PSI
(WM) WATER MAIN DIA. = 16" & 20"	PVC	PR235 DR18 AWWA C905	150 PSI
	DIP	C250	150 PSI
(RWM) RECLAIMED WATER MAIN = 4"-12"	PVC	PC150 DR18 AWWA C900	150 PSI
	DIP	C350	150 PSI
(RWM) RECLAIMED WATER MAIN = 16" & 20"	PVC	PR235 DR18 AWWA C905	150 PSI
	DIP	C250	150 PSI
(FM) WASTEWATER FORCEMAIN DIA. ≤ 12"	PVC	PC100 DR25 AWWA C900	100 PSI
	DIP	C350	100 PSI
(FM) WASTEWATER FORCEMAIN DIA. = 16" & 20"	PVC	PR165 DR25 AWWA C905	100 PSI
	DIP	C250	100 PSI
(SS) SANITARY SEWER DIA. ≤ 12"	PVC	SDR 26 (ASTM D3034)	N/A

REVISIONS

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QTL	CITY OF WINTER GARDEN COMM.	03/31/23	3
QTL	CITY OF WINTER GARDEN COMM.	08/24/23	4
QTL	CITY OF WINTER GARDEN COMM.	07/06/24	5
QTL	CITY OF WINTER GARDEN COMM.	05/14/24	6

SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

GENERAL NOTES

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

CERTIFICATE OF AUTHORIZATION No. 27340

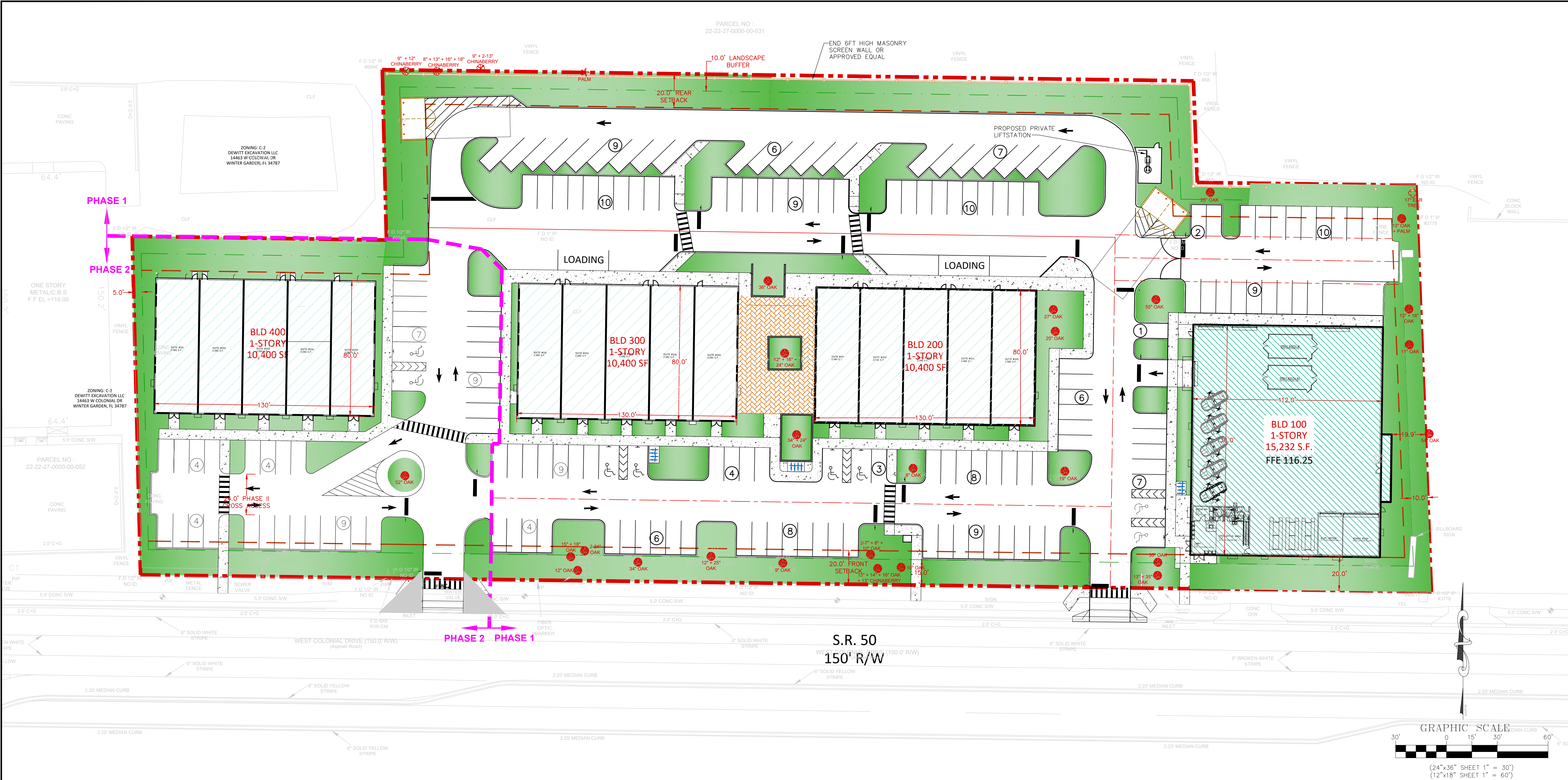
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QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

DATE

PROJECT No. 2020.018.02</



SITE IDENTIFICATION

PARCEL IDENTIFICATION No. 22-22-27-0000-00-034, 070, 075 PARTIAL
(PHASE II - 056, 057)
SECTION 22, TOWNSHIP 22S, RANGE 27E

SITE AREA

EXISTING AREAS (PHASE I)	
IMPERVIOUS AREA	0.0 AC (0%)
PERVIOUS AREA	3.17 AC (100%)
TOTAL SITE AREA (PHASE I)	3.17 AC (100%)

PROPOSE AREAS (PHASE I)	
BLD 100 & 200 - PHASE I (BASE 25,632 SF)	0.58 AC (18%)
IMPERVIOUS (PAVEMENT/ SIDEWALK)	1.72 AC (47%)
TOTAL IMPERVIOUS	2.30 AC (73%)
PERVIOUS AREA	0.87 AC (27%)
TOTAL SITE AREA (PHASE I)	3.17 AC (100%)

BUILDING SETBACK	PERMITTED	PROPOSED
FRONT	20'	20'
SIDE	20'	5'(WEST), 20'(EAST)
REAR(RESIDENTIAL)	20'	24'

REJECTED TRIP ENDS GENERATION (FOR PHASES I AND II)

• AVERAGE DAILY TRIP	ENTER (85%)	592 ADT (46.4 * 12.76 AVER. RATE PER 1,000 SF)
• AM PEAK HOUR TRIP	EXIT (15%)	55 TRIPS
		10 TRIPS
	TOTAL	65 A.M. PEAK TRIP (46.4 * 1.40 AVER. RATE PER 1,000 SF)
• PM HOUR TRIP	ENTER (26%)	15 TRIPS
	EXIT (74%)	44 TRIPS
	TOTAL	59 P.M. PEAK TRIP (46.4 * 1.26 AVER. RATE PER 1,000 SF)

SITE ZONING

EXISTING ZONING	C-2
EXISTING LAND USE	VACANT
PROPOSE LAND USE	COMMERCIAL/OFFICE
FUTURE LAND USE	COMMERCIAL/OFFICE

SURROUNDING ZONING AND FUTURE LAND USE

EAST	ZONING	FUTURE LAND USE
WEST	C-2	COMMERCIAL
NORTH	R-2	RESIDENTIAL
SOUTH	C-2	COMMERCIAL

PARKING DATA

PARKING SPACES REQUIRED (COMMERCIAL/OFFICE)
• 3 SP. PER 1,000 SF => REQUIRED SPACES=139 SPACES BASED 46,432 SF

PHASE I	
PARKING 9'x20' SPACES	131 SPACES
HANDICAP PARKING 12'x20' SPACES	6 SPACES
TOTAL SPACES	137 SPACES

PHASE II	
PARKING 9'x20' SPACES	35 SPACES
HANDICAP PARKING 12'x20' SPACES	2 SPACES
TOTAL SPACES	37 SPACES

BUILDING AREA

BUILDING No.	AREA	PHASE
100	15,232 SF	I
200	10,400 SF	I
300	10,400 SF	I
400	10,400 SF	II
TOTAL	46,432 SF	(F.A.R. 0.23)

USES

- ALL ALLOWABLE USE WITHIN C-2 ALTERIAL COMMERCIAL DISTRICT.
- PROHIBITED USES:
 - RESTAURANT WITH DRIVE-THRU.
 - MEDICAL LABORATORY OR CLINICAL LABORATORY TO INCLUDE BLOOD WORK AND DIAGNOSTICS.

SITE LEGEND

---	SOIL LINES
---	PROPERTY LINE
10	PARKING COUNT (TOTAL 175 SPACES)
⊗	POWER LINE EASEMENT
▨	FUTURE BUILDINGS
▨	CROSS ACCESS EASEMENT

SOIL TYPES

SOIL No.	SOIL NAME	HYDROLOGIC GROUP
23	LOCKHOOSA FINE SAND	TYPE A
51	WABASSO FINE SAND	TYPE A/D
63	ZOLFO FINE SAND	TYPE A

SOURCE:
USDA SCS SOIL SURVEY OF ORANGE COUNTY, FL 2020

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SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

OVERALL SITE PLAN

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM

Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

PHONE: 407-254-0040
CELL: 407-234-8944

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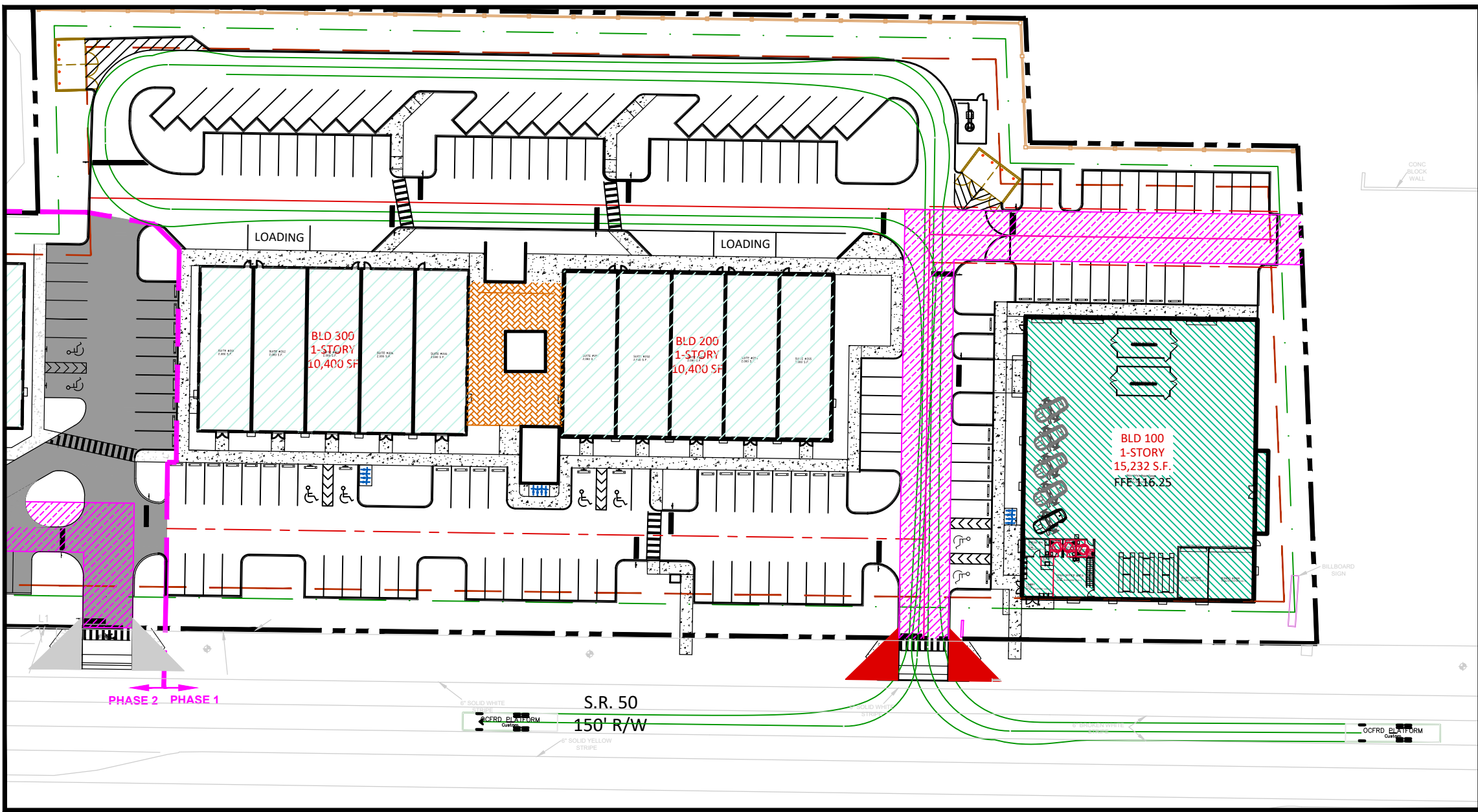
PROJECT No. 2020.018.02

DATE: 11-13-24

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APPROVED BY: QTL

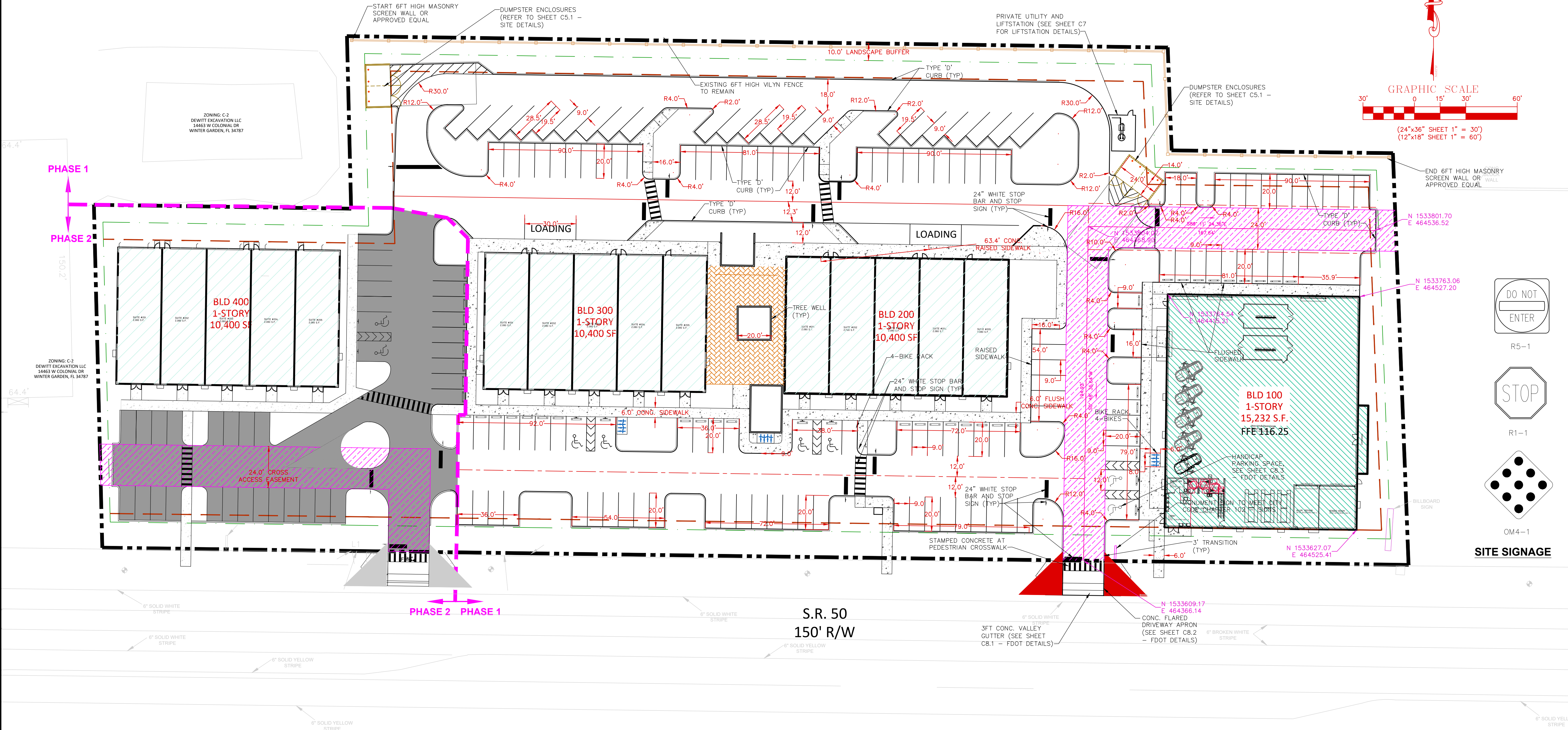
SHEET C1



FIRE TRUCK MOVEMENT

SCALE 1"=60'

CLOSEST WG FIRE STATION IS FIRE STATION 24,
131 E PALMETTO, WINTER GARDEN, FL 34787



SITE NOTE

- DUMPSTER ENCLOSURE SHALL MEET DESIGN GUIDELINES WITH MAXIMUM HIGH SHALL BE 6 FEET AND DUMPSTER OR MATERIAL WITHIN THE SERVICE AREA SHALL NOT EXTEND ABOVE THE REQUIRED MASONRY WALL. SEE SHEET C5.1 - SITE DETAILS.
- TURN LANE STRIPING SHALL MEET FDOT DESIGN STANDARDS INDEX 17346 LATEST EDITION.
- ALL CURBING AND PAVING AREA IN FRONT OF FIRE DEPARTMENT APPARATUS (I.E. FIRE HYDRANT, FDC, ETC) SHALL HAVE 4" WIDE STRIPING EXTEND 7.5FT FROM APPARATUS PAINTED OSHA YELLOW.
- CURB RADIUS IS AT FACE OF CURB.
- REFER TO SHEET C5 - SITE DETAILS FOR ASPHALT PAVEMENT SECTION DETAIL.
- THE OWNER IS RESPONSIBLE FOR MEETING ALL PROVISIONS OF ADA AND FLORIDA ACCESSIBILITY CODE.
- ALL WORK SHALL CONFORM TO CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.
- FENCING, SHALL MEET ALL CITY REQUIREMENTS FOR HEIGHT, TYPE, ETC. CHAIN LINK FENCING, IF USED, SHALL BE VINYL COATED PER CODE.
- 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 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.

SITE NOTE (CONTINUE)

- THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS.
- 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.
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE
- ALL STORM (3/2") AND SANITARY LINES (3/6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- CONTRACTOR TO OBTAIN A STRUCTURAL ENGINEER TO DESIGN AND PERMIT THE RETAINING WALL TO MEET CITY OF WINTER GARDEN REQUIREMENTS.
- REFER TO SHEET C0 - GENERAL NOTES FOR ADDITIONAL NOTES.

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SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

GEOMETRY, MARKING AND
SIGNAGE PLAN

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM
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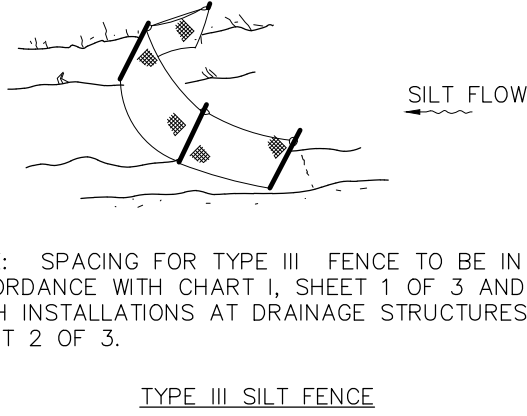
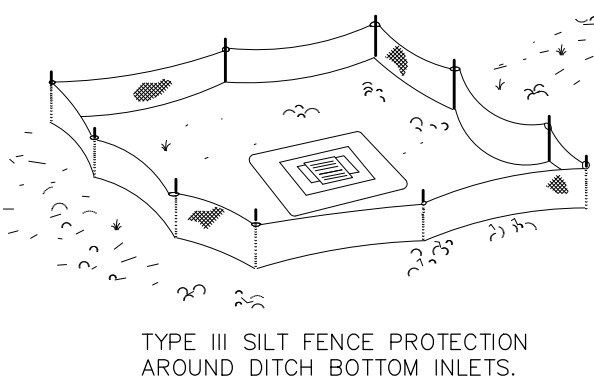
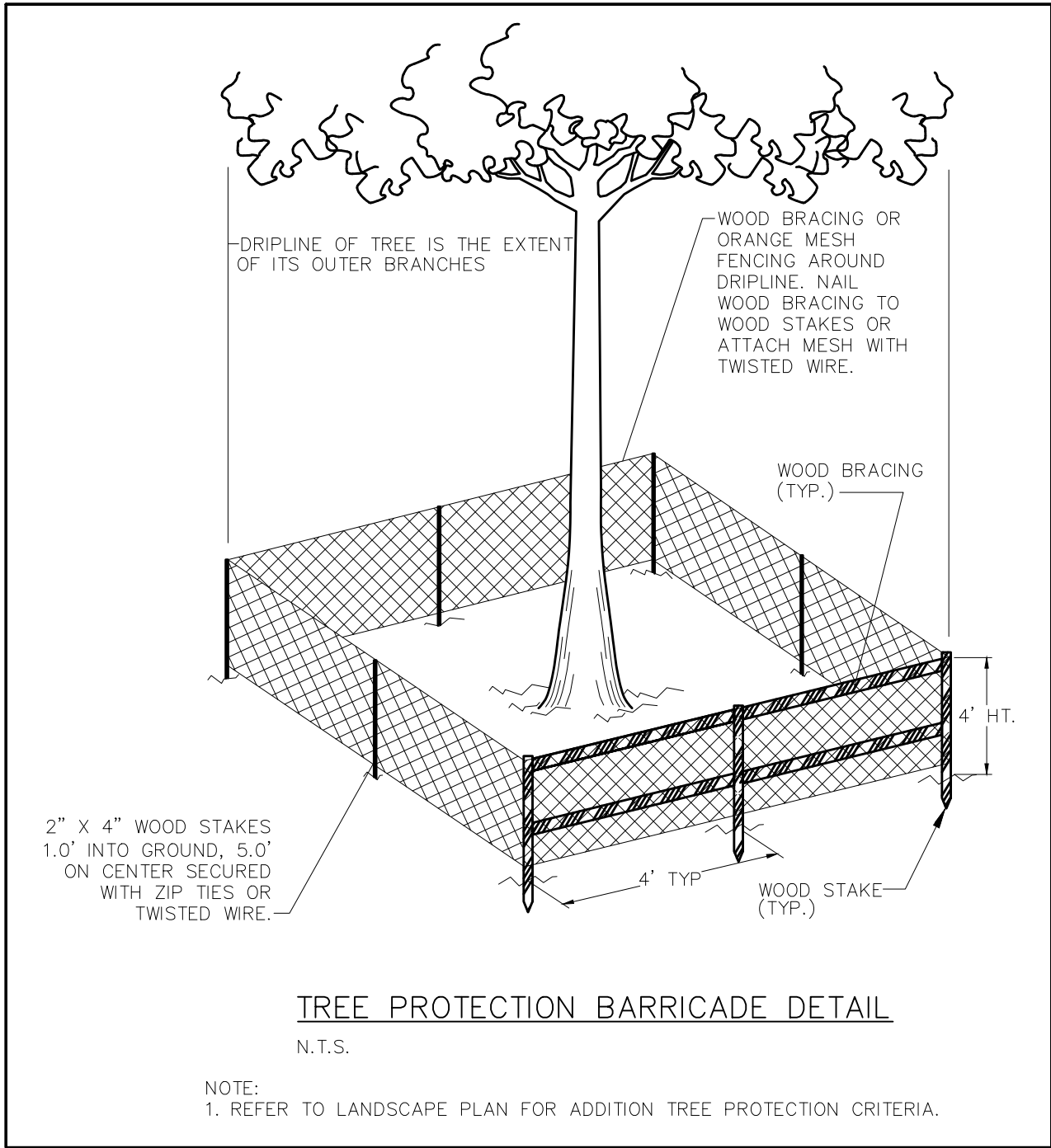
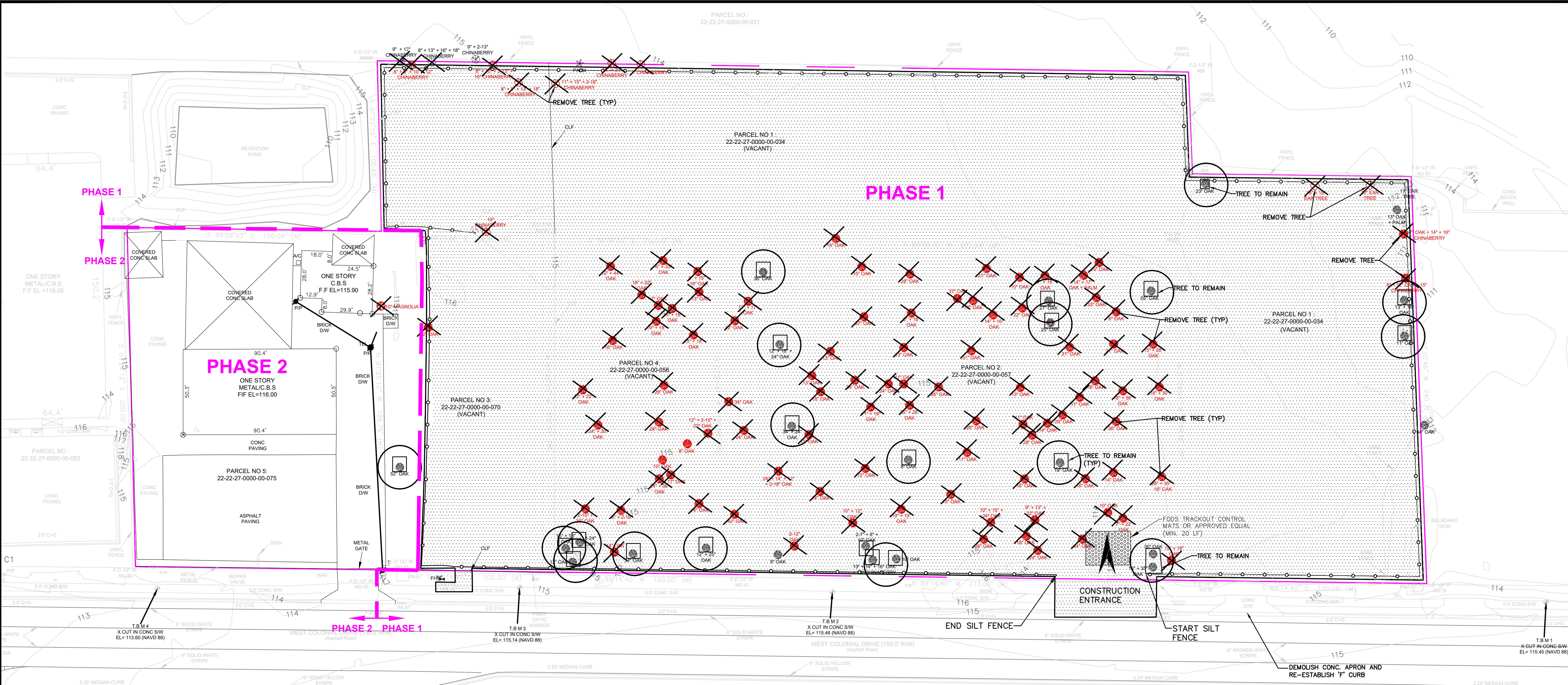
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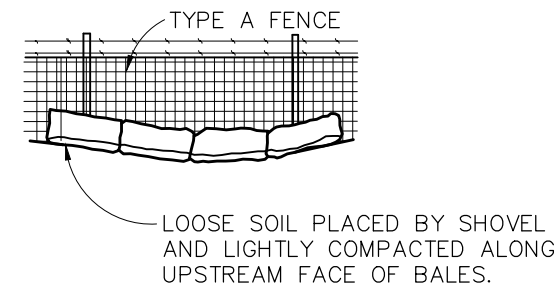
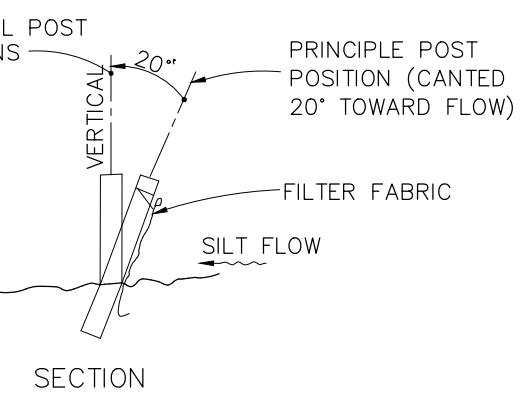
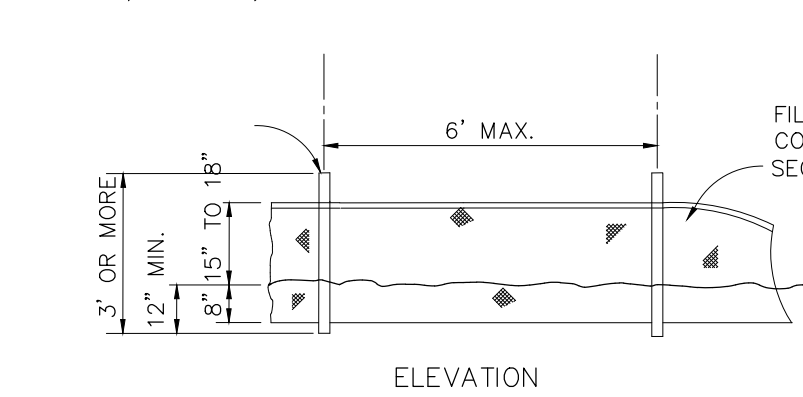
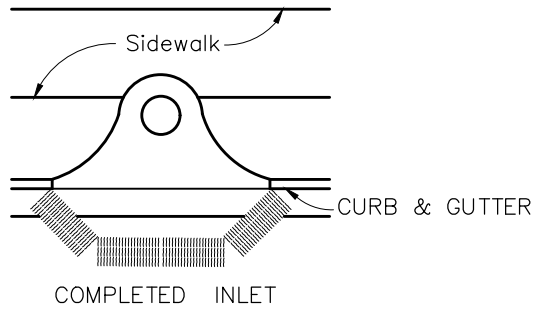
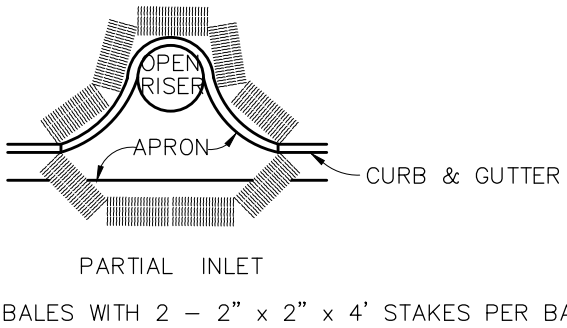
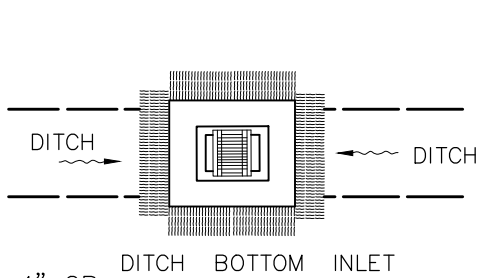
APPROVED BY: QTL

SHEET C1.1



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATION AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

TYPE III SILT FENCE

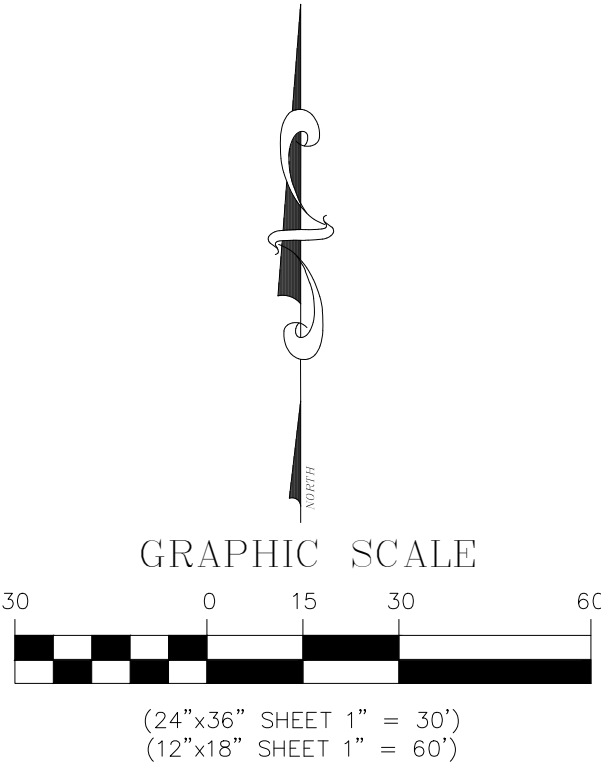
DEMOLITION AND EROSION CONTROL NOTES

- ANY CONSTRUCTION ADJACENT TO DITCH OR STORMWATER CONVEYANCE SYSTEM OR WATER BODY SHALL HAVE DOUBLE SILT FENCE AND/OR FLOATING TURBIDITY BARRIER TO PREVENT TURBID STORMWATER DISCHARGE OFFSITE.
- CONTRACTOR TO OBTAIN A SEPARATE TREE REMOVAL PERMIT WITH CITY OF WINTER GARDEN PRIOR TO ANY TREE REMOVAL.
- PRIOR TO GETTING CERTIFICATE OF OCCUPANCY FOR BUILDING 100, EXISTING AUTO REPAIR BUILDING WITHIN PHASE 3 WILL HAVE TO BE CLOSED. ONLY ONE AUTO REPAIR BUILDING TO BE OPERATIONAL DURING ANY ONE TIME.
- REFER TO SHEET C0 - GENERAL NOTES FOR DEMOLITION AND EROSION CONTROL NOTES.

DEMOLITION LEGEND

- PROPERTY BOUNDARY
- CONSTRUCTION LIMITS
- EROSION CONTROL/ TYPE III SILT FENCE
- LIMITS OF CONSTRUCTION TYPE III SILT FENCE / EROSION CONTROL

48 HOURS BEFORE DIGGING
CALL
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SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

DEMOLITION AND EROSION CONTROL PLAN

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM
Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

PHONE: 407-254-0040
CELL: 407-234-8944

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QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

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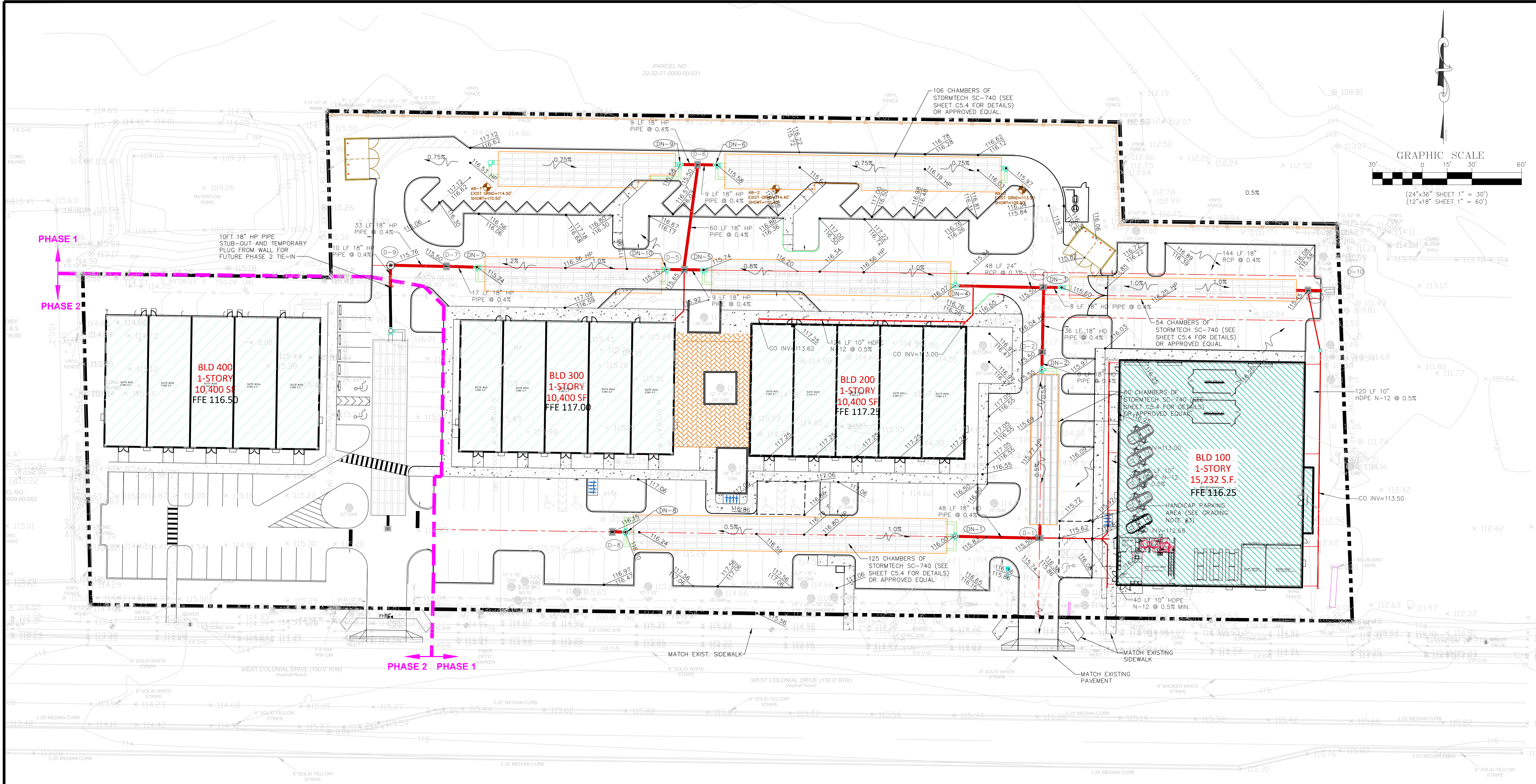
PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

APPROVED BY: QTL

SHEET C2



DRAINAGE STRUCTURES SCHEDULE

D-1 N 1533657.01 E 464366.82 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.50 E INV=112.44 (10" HDPE N-12) S INV=112.30 (18" HP PIPE) W INV=112.44 (18" HP PIPE)	D-6 N 1533882.60 E 464180.20 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.50 E & W INV=112.30 (18" HP PIPE) S INV=113.00 (18" HP PIPE)	DN-1 N 1533658.01 E 464315.83 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=116.00 N & S INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE) W INV=112.25 (18" HP PIPE)	DN-5 N 1533882.43 E 464171.85 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.58 E & W INV=112.25 (18" HP PIPE) S INV=113.00 (15" HP PIPE)
D-2 N 1533769.38 E 464368.40 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.50 S INV=112.28 (18" HP PIPE) N INV=112.42 (18" HP PIPE)	D-7 N 1533921.17 E 464008.52 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.50 E & W INV=112.37 (18" HP PIPE) S INV=113.00 (18" HP PIPE)	DN-2 N 1533758.70 E 464368.22 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.74 E & W INV=113.00 (15" HP PIPE) N & S INV=112.25 (18" HP PIPE)	DN-7 N 1533820.67 E 464026.87 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.74 S INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)
D-3 N 1533806.54 E 464528.97 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.45 S INV=113.00 (10" HDPE N-12) E & W INV=112.30 (18" HP PIPE)	D-8 N 1533660.66 E 464108.62 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=116.15 E INV=112.30 (18" HP PIPE) W INV=112.30 (18" HP PIPE) PLUG UNTIL PHASE II TIE-IN	DN-3 N 1533808.37 E 464380.13 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.60 E & W INV=112.25 (18" HP PIPE)	DN-8 N 1533660.55 E 464116.61 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=116.20 N & S INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)
D-4 N 1533808.54 E 464369.05 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.50 S INV=112.28 (18" HP PIPE) E INV=112.28 (18" HP PIPE) W INV=111.44 (18" HP PIPE)	D-9 N 1533821.78 E 463974.77 CONSTRUCT MANHOLE FDOT #425-001 (FY2023-24) TOP=115.76 S INV=112.50 (18" HP PIPE) E INV=112.50 (18" HP PIPE)	DN-4 N 1533809.42 E 464315.96 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=116.07 N INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)	DN-9 N 1533882.74 E 464149.61 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.58 S INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)
D-5 N 1533819.14 E 464152.18 CONSTRUCT TYPE F INLET FDOT #425-053 (FY2023-24) TOP=115.65 E & W INV=112.30 (18" HP PIPE) S INV=112.50 (10" HDPE N-12) N INV=112.76 (18" HP PIPE)	D-10 N 1533806.44 E 464545.10 CONSTRUCT CROSS DRAIN M.E.S. FDOT #430-021 (FY2023-24) W/ 8'x10' RIP-RAP INV=112.00 (18" HP PIPE)	DN-5 N 1533819.14 E 464152.18 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.74 N INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)	DN-10 N 1533819.29 E 464141.60 CONSTRUCT 30" NYLOPLAST BASIN W/ ELEVATED BYPASS MANIFOLD AND SOLID TOP TOP=115.75 S INV=113.00 (15" HP PIPE) E & W INV=112.25 (18" HP PIPE)

GRADING AND DRAINAGE NOTE

- NO CONSTRUCTION SHALL TAKE PLACE OUTSIDE OF THE PROJECT BOUNDARY UNLESS OTHERWISE NOTED.
- PROPOSE DRY DETENTION POND IS DESIGNED TO ACCOMMODATE THE PROPOSED PHASE I – SOLOMON'S AUTO AND FUTURE PHASE II DEVELOPMENT.
- PAVEMENT GRADING WITHIN HANDICAP PARKING AREA WILL HAVE MAXIMUM 2% SLOPE IN ALL DIRECTION.
- CONTRACTOR SHALL HAVE ALL STORM PIPE GREATER OR EQUAL TO 12" SHALL BE CLOSE CIRCUIT TV (CCTV) PRIOR TO PAVING AND FORWARD TO ENGINEER OF RECORD FOR COORDINATION WITH CITY OF WINTER GARDEN.
- EXFILTRATION SYSTEM WILL BE MONITORED PERIODICALLY BY THE CITY OF WINTER GARDEN AND IF NOT FUNCTIONING AS DESIGNED, PROVISIONS SHALL BE MADE TO CORRECT IT AT THE OWNER'S EXPENSE.
- REFER TO SHEET C0 – GENERAL NOTES FOR ADDITIONAL GRADING AND DRAINAGE NOTES.

SITE LEGEND

- PROPERTY LINE
- PHASING LINE
- STORM SEWER MANHOLE
- DRAINAGE STRUCTURE
- STORM PIPE
- MITERED END SECTION (MES)
- PROPOSED SPOT ELEVATION
- SURFACE FLOW PATTERN
- EXISTING SPOT ELEVATION
- EXISTING DRAINAGE STRUCTURE
- FUTURE PHASE II

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PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

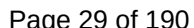
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SHEET C3

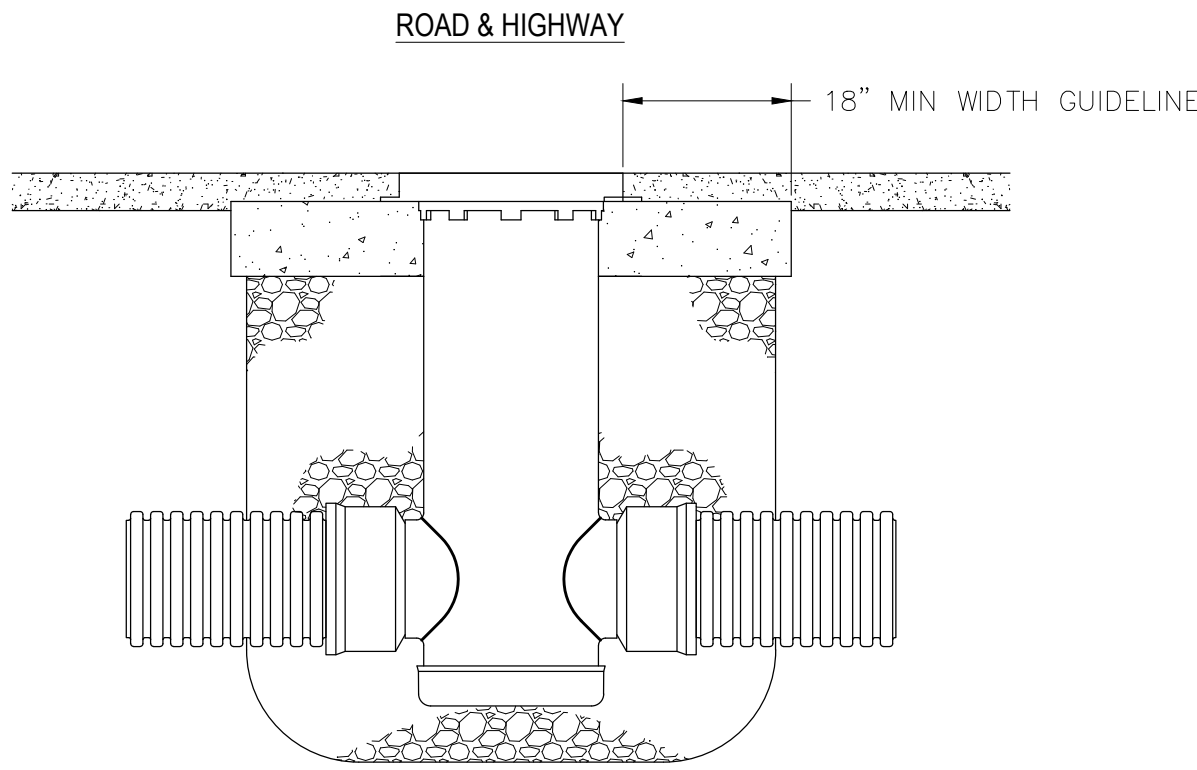
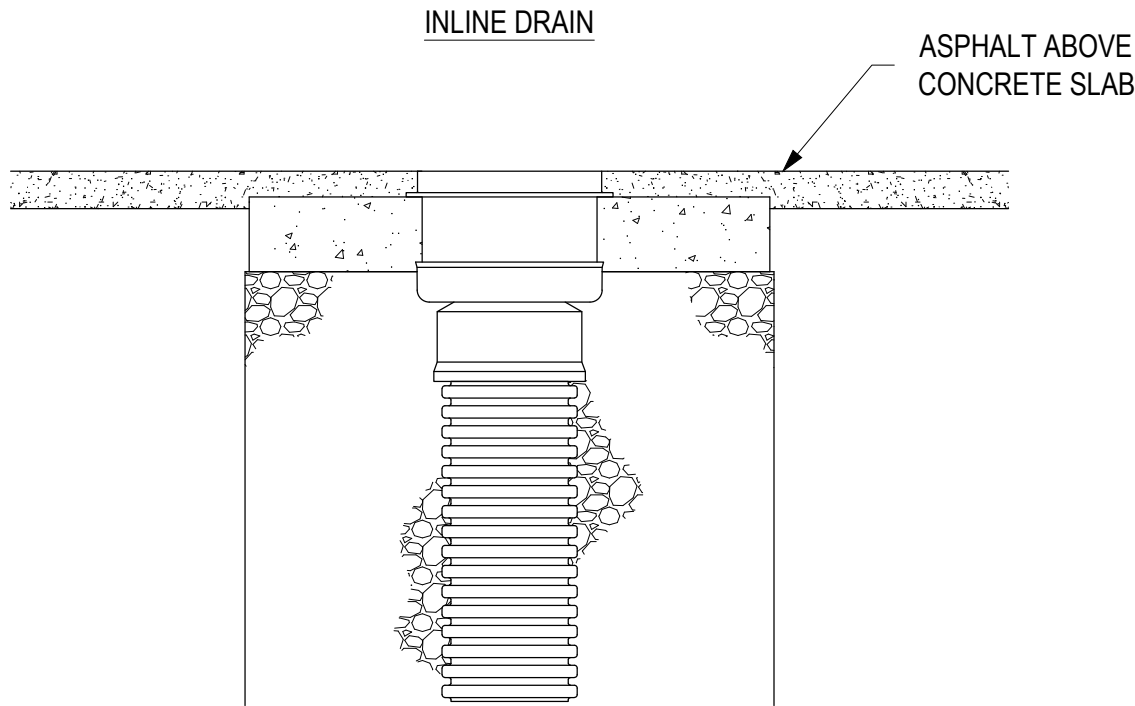
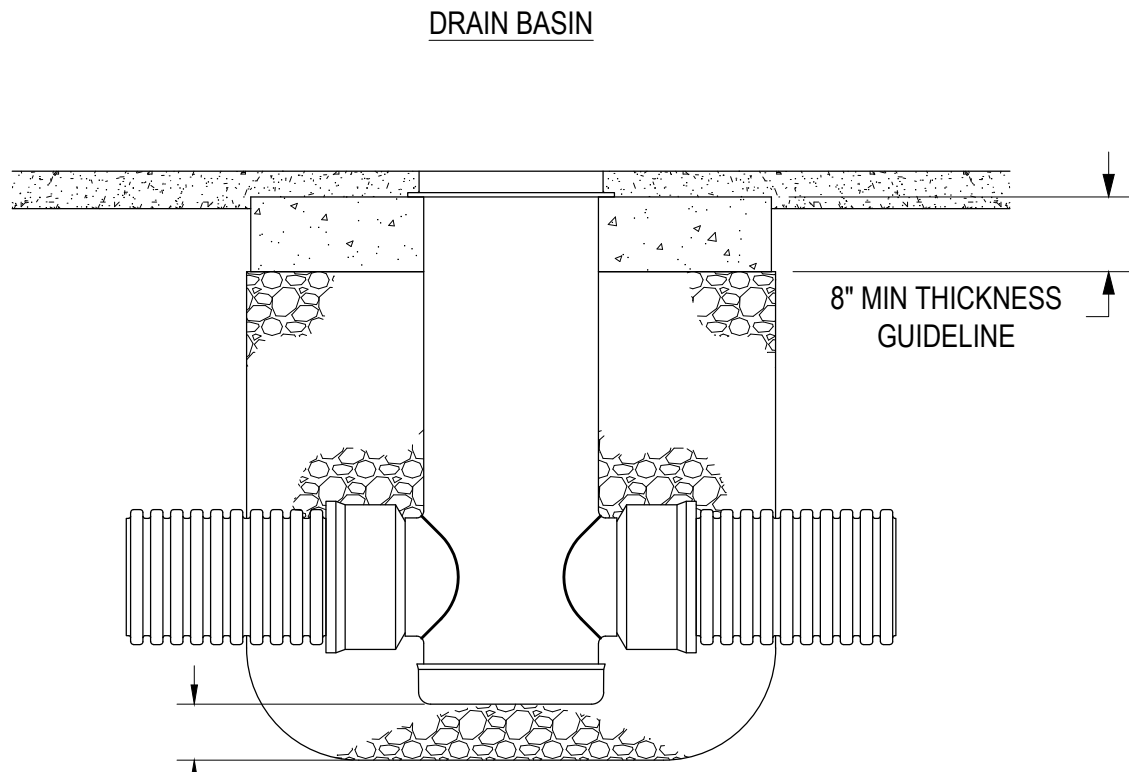
1. ONSITE UTILITIES WILL BE PRIVATELY OWNED AND UTILITIES UPSTREAM OF POINT OF SERVICE (POS) WILL BE PUBLIC UTILITIES.
2. ALL UTILITIES SHALL CONFORM TO CITY OF WINTER GARDEN CHAPTER 78 OF THE CITY CODE.
3. CONTRACTOR SHALL HAVE ALL SANITARY LINE GREATER OR EQUAL TO 6" SHALL BE CLOSE CIRCUIT TV (CCTV) PRIOR TO COMPLETION AND FORWARD TO ENGINEER OF RECORD FOR COORDINATION.
4. ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
5. ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC.18--33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.
6. 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 THE BUILDING PERMIT. CITY ENGINEER 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 SEWER. HOWEVER, 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.
7. REFER TO SHEET CO - GENERAL NOTES AND CITY OF WINTER GARDEN DETAILS AND NOTES FOR ADDITIONAL UTILITIES NOTES AND DETAILS.

 PROPERTY LINE
 PHASING LINE
 WATER METER/RECLAIMED METER
 SANITARY SEWER
 WATER MAIN
 FIRE LINE

Page 28



ASPHALT INSTALLATION



STRUCTURE SIZE	H-20 GRATE OPTIONS			
12"	N/A	STANDARD	SOLID	2X2 R&H
15"	N/A	STANDARD	SOLID	2X2 R&H
18"	N/A	STANDARD	SOLID	2X2 R&H
24"	N/A	STANDARD	SOLID	2X2 R&H
30"	PEDESTRIAN	STANDARD	SOLID	2X2 R&H
36"	PEDESTRIAN	STANDARD	SOLID	2X2 R&H

- 1 - THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.
- 2 - TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS.
- 3 - 36" DRAIN BASIN REQUIRES 36"x30" REDUCING CONE. REDUCING CONE REQUIRES MINIMUM 2.25FT FROM GRADE TO TOP OF PIPE.

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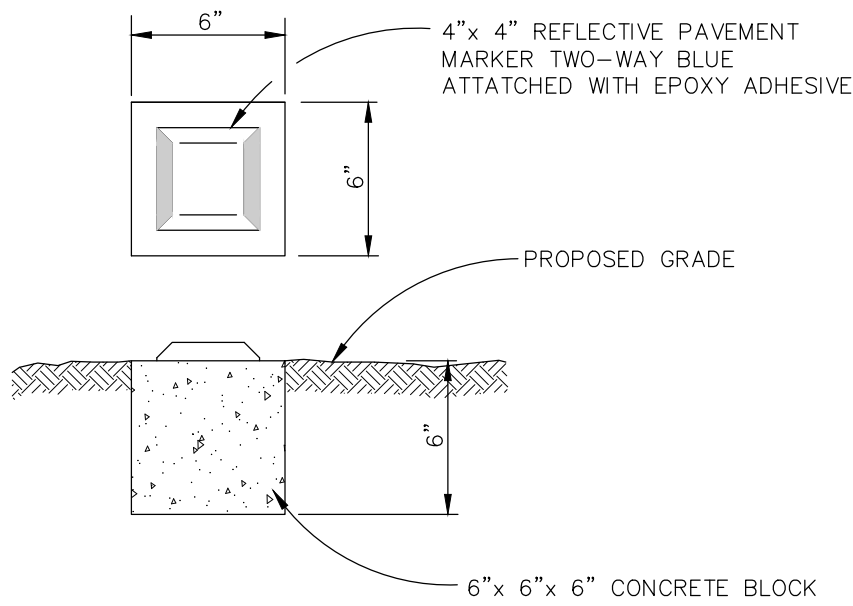
DRAWN BY EBC
DATE 4-4-06
REVISED BY NMH
DATE 06-12-18
DWG SIZE A
SCALE 1:30
SHEET 1 OF 1

MATERIAL
PROJECT NO./NAME



3130 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

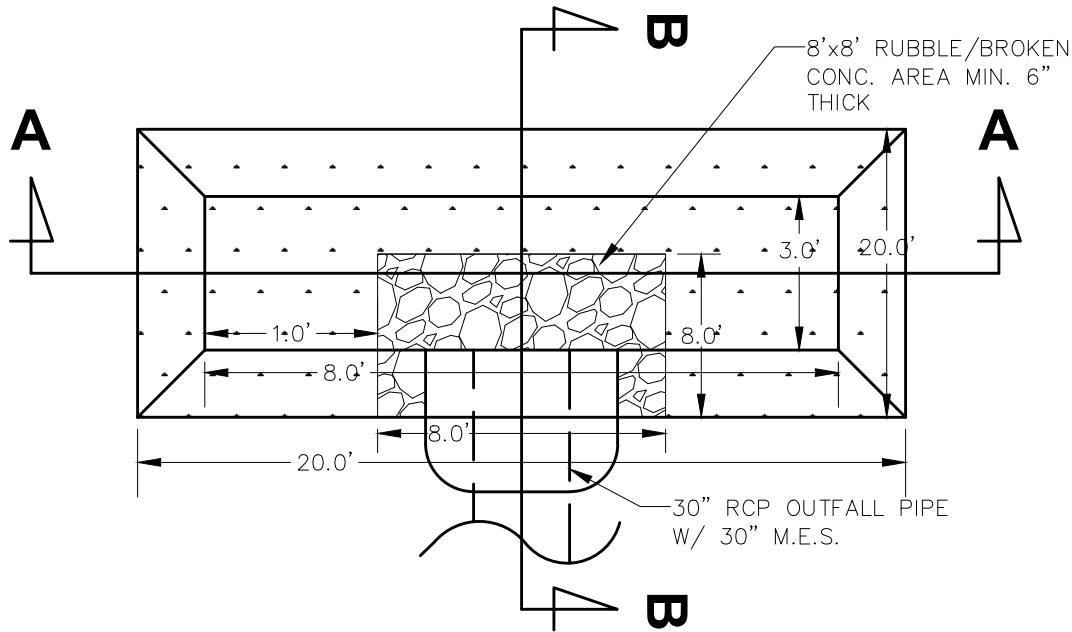
TITLE
DRAIN BASIN, INLINE DRAIN, & ROAD & HIGHWAY
(H-20 TRAFFIC LOAD) ASPHALT INSTALLATION DETAIL
DWG NO. 7001-110-188
REV F



NOTE:
DELINEATORS ARE TO BE PLACED NO MORE THAN 50 FEET APART (ON CENTER) IN STRAIGHT AREAS. ALONG CURVES DELINEATORS ARE TO BE PLACED NO MORE THAN 30 FEET APART TO ENSURE PROPER DELINEATION.

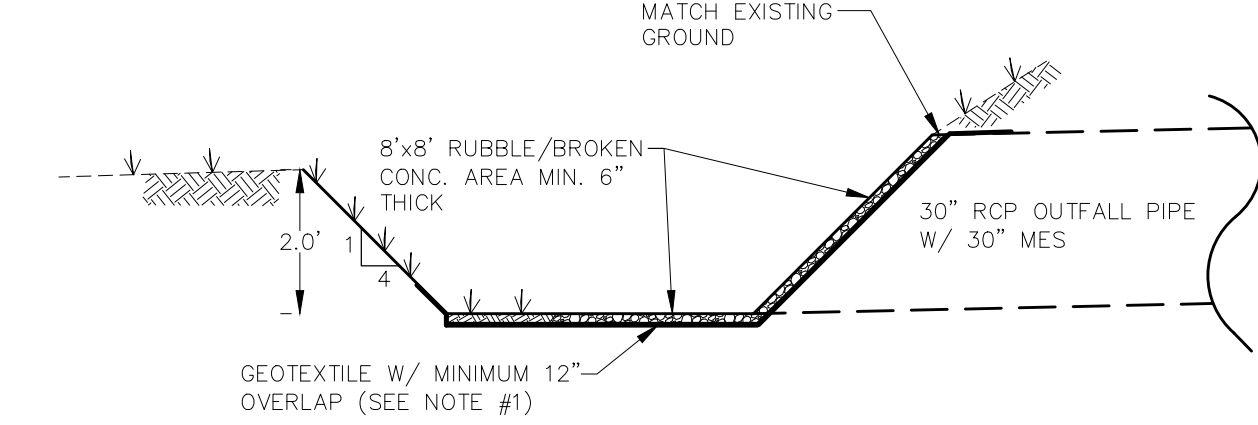
FIRE ACCESS DELINEATOR DETAIL

N.T.S.



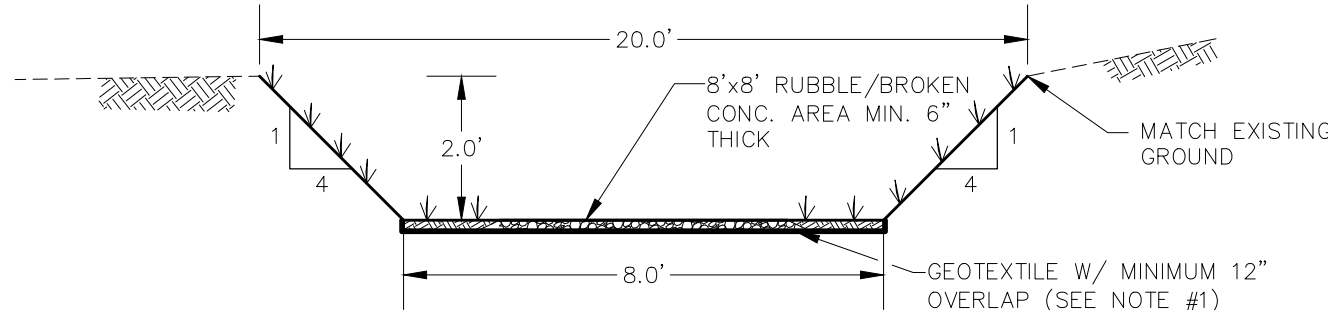
GRASS SPREADER SWALE (GSS) PLAN VIEW

N.T.S.



GSS SECTION B-B

N.T.S.



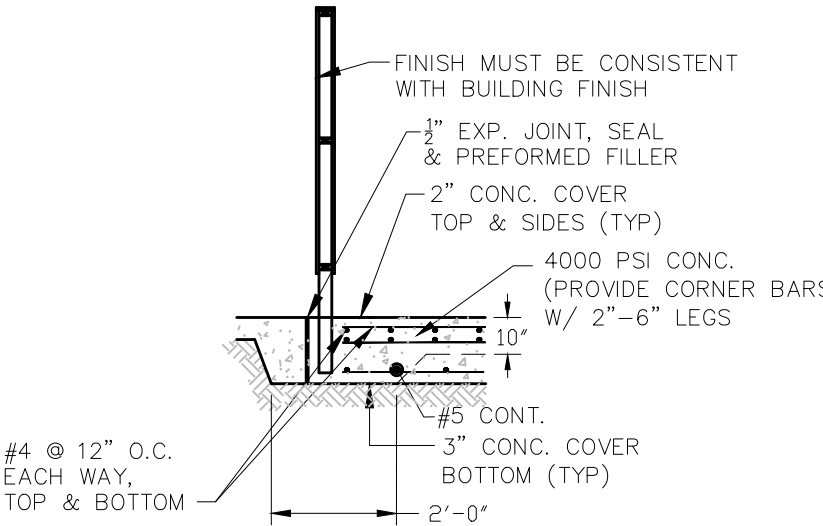
GSS SECTION A-A

N.T.S.

GRASS SPREADER SWALE DETAIL

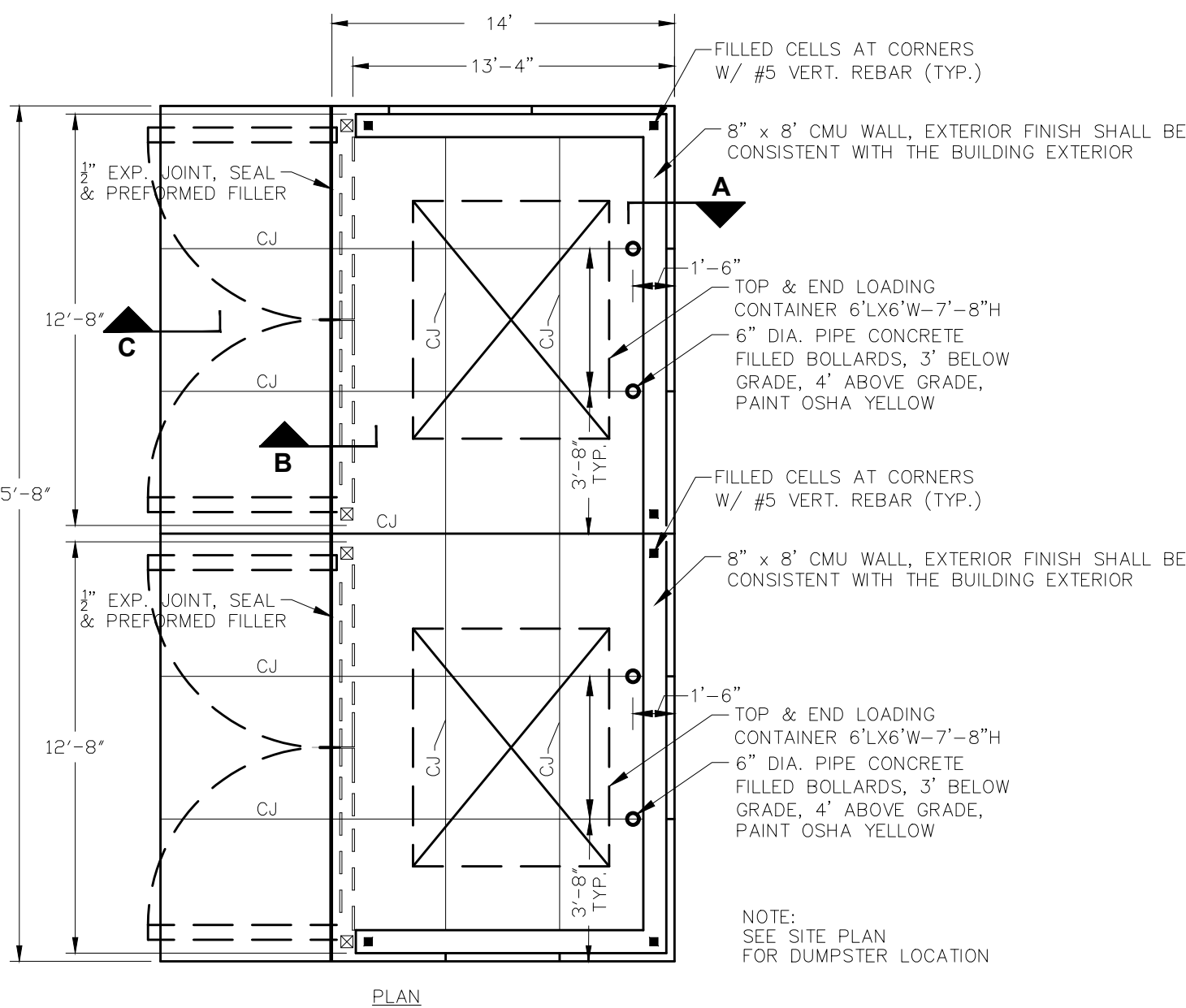
N.T.S.

- NOTE:
1. AREA UNDER RUBBLE/BROKEN CONCRETE SHALL BE STABILIZE AND HAVE GEOTEXTILE WITH MINIMUM 12" OVERLAP (FDOT INDEX #199).
2. SOD SHALL BE NO MUCK GROWN BAHIA TYPE.



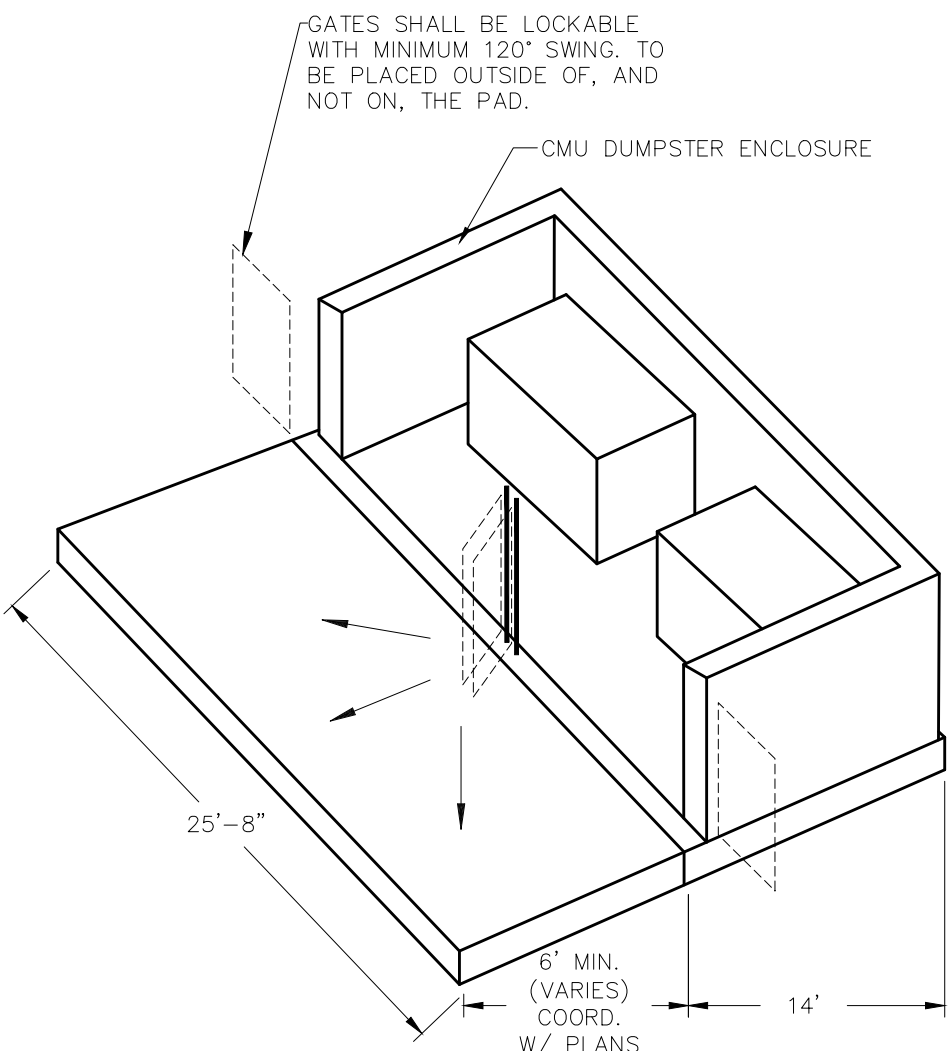
SECTION B
TRASH DUMPSTER GATE

N.T.S.



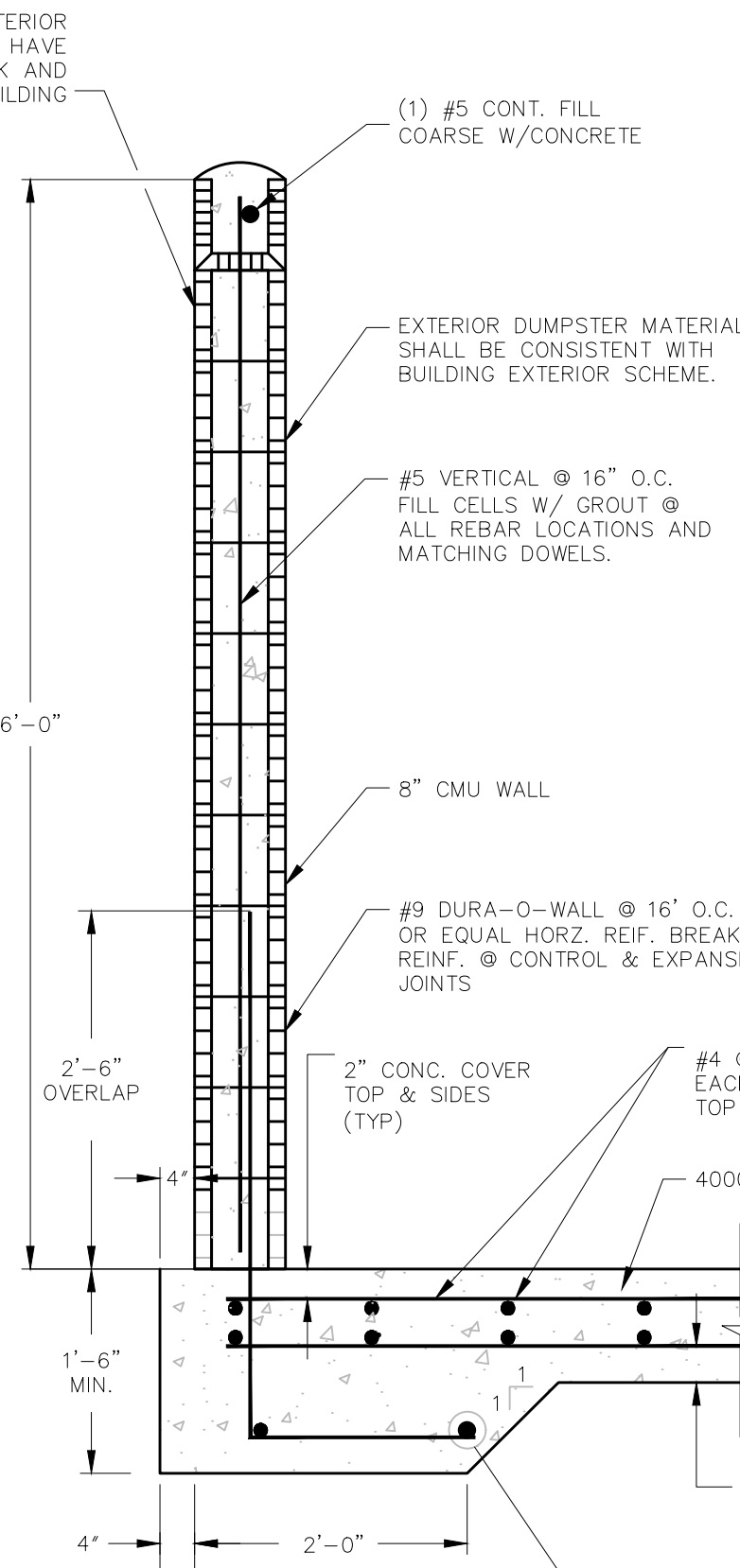
DUMPSTER PAD DETAIL PLAN

N.T.S.



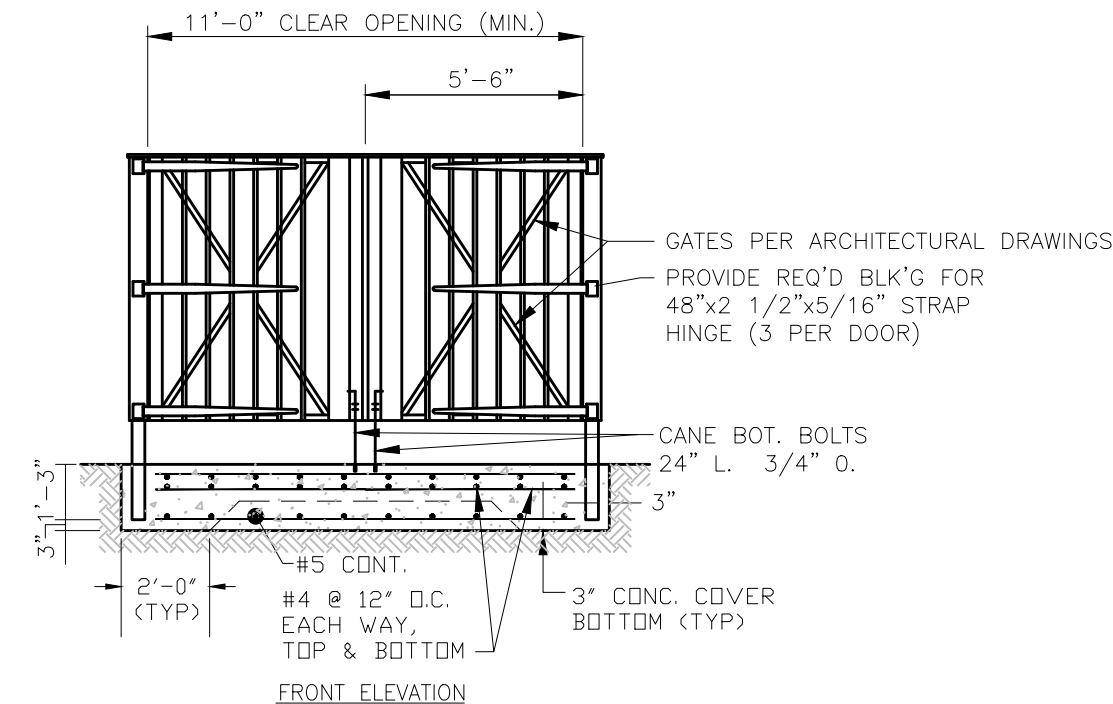
DUMPSTER PAD DETAIL ISOMETRIC

N.T.S.



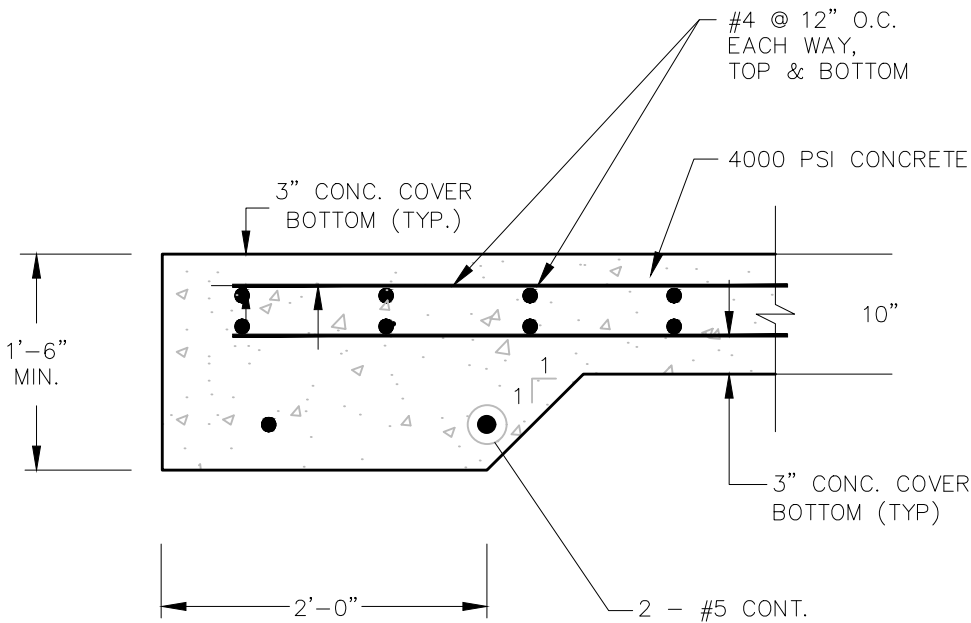
SECTION A
DUMPSTER ENCLOSURE

N.T.S.



DUMPSTER GATE DETAIL

N.T.S.



SECTION C
TYP. TURN-DOWN-SLAB EDGE

N.T.S.

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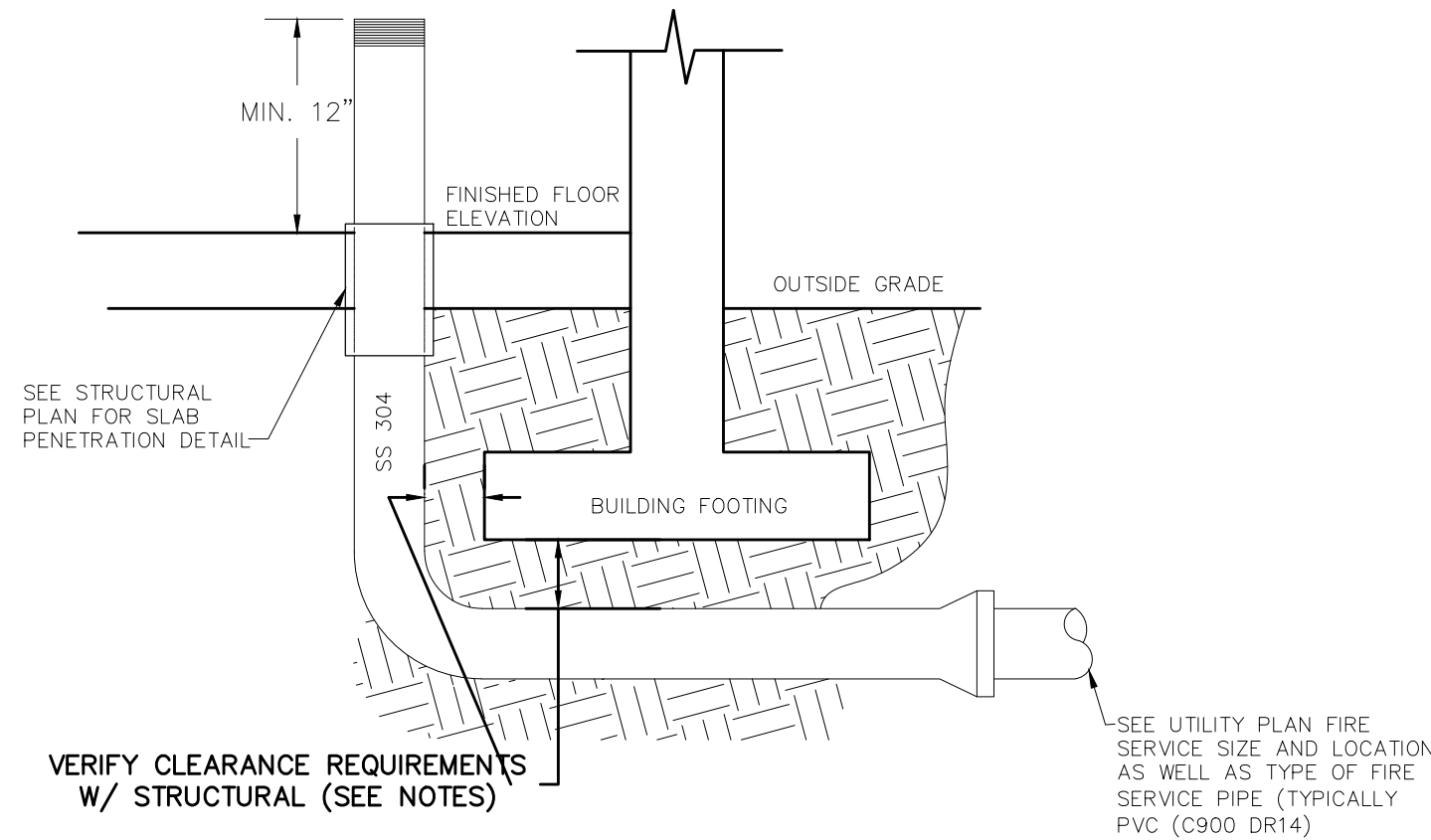
PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

APPROVED BY: QTL

SHEET C5.1

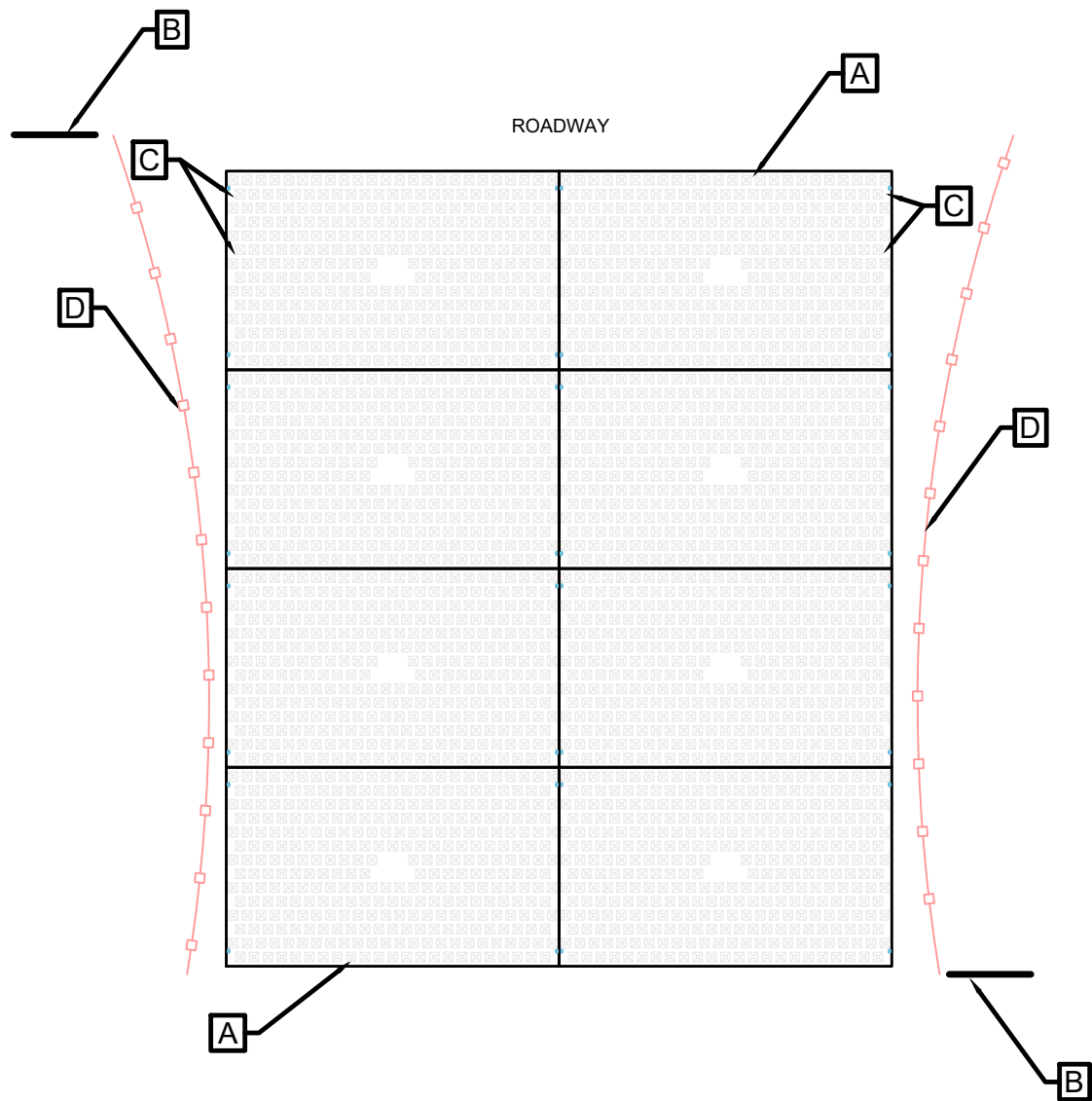


FIRE RISER STUB-UP DETAIL
N.T.S.

- NOTES:
1. CONTRACTOR(S) SHALL ALWAYS ENSURE THAT ALL CONSTRUCTION SHOWN HEREON MEETS THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION (AHJ), AS MANY FIRE REVIEWERS, INSPECTORS, MARSHALS, ETC HAVE VARYING REQUIREMENTS, AS ALLOWED IN THE NATIONAL FIRE PROTECTION CODE (NFPA).
 2. RESTRAIN ALL JOINTS PER OCC RESTRAINING FIGURE A104-1 AND A104-2.
 3. RISER ASSEMBLY TO MEET F.S. 633.539.
 4. ENTIRE ASSEMBLY TO BE INSTALLED, TESTED AND FLUSHED AS ONE LINE BY THE SITE CONTRACTOR TO THE FLANGE AS SHOWN.
 5. ENSURE NO PIPE JOINTS ARE UNDERNEATH BUILDING FOOTER PER NFPA 13 10.6.5.
 6. SERVICE MAINS MUST NOT RUN UNDER BUILDING(S) UNLESS SPECIAL PRECAUTIONS ARE TAKEN (I.E. ARCHED FOUNDATION WALLS, COVERED TRENCHING, AND ISOLATION VALVE(S), PER NFPA 24 10.6 AND NFPA 13 10.6.2 WHERE THE UNDERGROUND PIPING MUST PASS THROUGH THE FOUNDATION TO ATTACH TO THE RISER, PROVIDE CLEARANCE TO PREVENT BREAKAGE OF THE PIPING DUE TO BUILDING SETTLEMENT, PER NFPA 13 9.3.4. ENSURE PIPE OPENINGS ARE THROUGH PIPE SLEEVES FOUR INCHES LARGER THAN THE NOMINAL PIPE DIAMETER AND FILLED WITH ASPHALT MASTIC OR SIMILAR FLEXIBLE WATERPROOFING MATERIAL. CONTRACTOR TO COORDINATE WITH STRUCTURAL ENGINEER AND FIRE PROTECTION ENGINEER AS NECESSARY.

FODS TRACKOUT CONTROL SYSTEM INSTALLATION

THE PURPOSE AND DESIGN OF THE FODS TRACKOUT CONTROL SYSTEM IS TO EFFECTIVELY REMOVE MOST SEDIMENT FROM VEHICLE TIRES AS THEY EXIT A DISTURBED LAND AREA ONTO A PAVED STREET. THIS MANUAL IS A PLATFORM FROM WHICH TO INSTALL A FODS TRACKOUT CONTROL SYSTEM. (NOTE: THIS IS NOT A ONE SIZE FITS ALL GUIDE.) THE INSTALLATION MAY NEED TO BE MODIFIED TO MEET THE EXISTING CONDITIONS, EXPECTATIONS, OR DEMANDS OF A PARTICULAR SITE. THIS IS A GUIDELINE. ULTIMATELY THE FODS TRACKOUT CONTROL SYSTEM SHOULD BE INSTALLED SAFELY WITH PROPER ANCHORING AND SIGNS PLACED AT THE ENTRANCE AND EXIT TO CAUTION USERS AND OTHERS.



TYPICAL ENTRANCE LAYOUT

INSTALLATION:

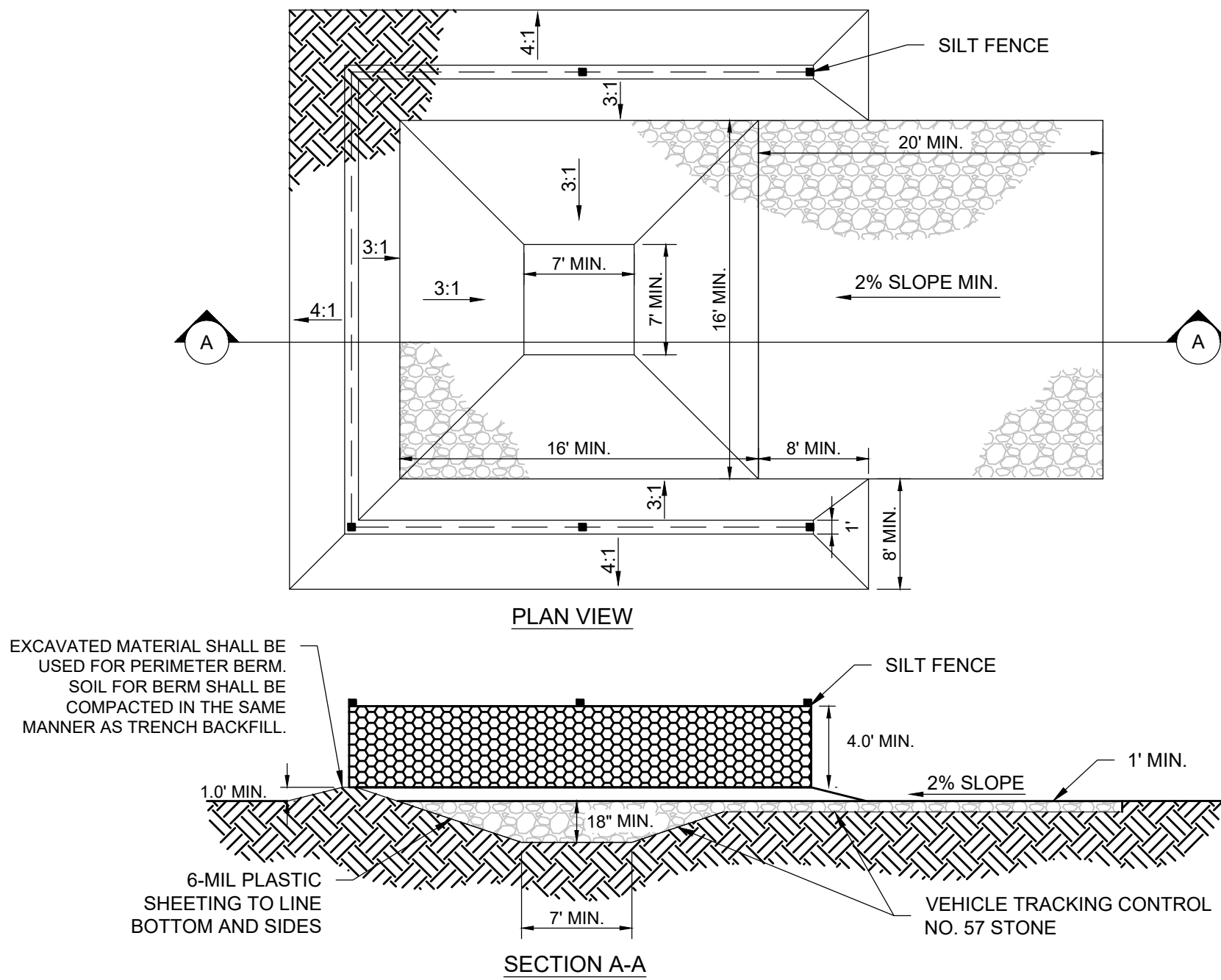
1. THE SITE WHERE THE FODS TRACKOUT CONTROL SYSTEM IS TO BE PLACED SHOULD CORRESPOND TO BEST MANAGEMENT PRACTICES AS MUCH AS POSSIBLE. THE SITE WHERE FODS TRACKOUT CONTROL SYSTEM IS PLACED SHOULD ALSO MEET OR EXCEED THE LOCAL JURISDICTION OR STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.
2. CALL FOR UTILITY LOCATES 3 BUSINESS DAYS IN ADVANCE OF THE OF FODS TRACKOUT CONTROL SYSTEM INSTALLATION FOR THE MARKING OF UNDERGROUND UTILITIES. CALL THE UTILITY NOTIFICATION CENTER AT 811.
3. ONCE THE SITE IS ESTABLISHED WHERE FODS TRACKOUT CONTROL SYSTEM IS TO BE PLACED, ANY EXCESSIVE UNEVEN TERRAIN SHOULD BE LEVELED OUT OR REMOVED SUCH AS LARGE ROCKS, LANDSCAPING MATERIALS, OR SUDDEN ABRUPT CHANGES IN ELEVATION.
4. THE INDIVIDUAL MATS CAN START TO BE PLACED INTO POSITION. THE FIRST MAT SHOULD BE PLACED NEXT TO THE CLOSEST POINT OF EGRESS. THIS WILL ENSURE THAT THE VEHICLE WILL EXIT STRAIGHT FROM THE SITE ONTO THE PAVED SURFACE.
8. AFTER THE FIRST MAT IS PLACED DOWN IN THE PROPER LOCATION, MATS SHOULD BE ANCHORED TO PREVENT THE POTENTIAL MOVEMENT WHILE THE ADJOINING MATS ARE INSTALLED. ANCHORS SHOULD BE PLACED AT EVERY ANCHOR POINT (IF FEASIBLE) TO HELP MAINTAIN THE MAT IN ITS CURRENT POSITION.
9. AFTER THE FIRST MAT IS ANCHORED IN ITS PROPER PLACE, AN H BRACKET SHOULD BE PLACED AT THE END OF THE FIRST MAT BEFORE ANOTHER MAT IS PLACED ADJACENT TO THE FIRST MAT.
10. ONCE THE SECOND MAT IS PLACED ADJACENT TO THE FIRST MAT, MAKE SURE THE H BRACKET IS CORRECTLY SITUATED BETWEEN THE TWO MATS, AND SLIDE MATS TOGETHER.
11. NEXT THE CONNECTOR STRAPS SHOULD BE INSTALLED TO CONNECT THE TWO MATS TOGETHER.
12. UPON PLACEMENT OF EACH NEW MAT IN THE SYSTEM, THAT MAT SHOULD BE ANCHORED AT EVERY ANCHOR POINT TO HELP STABILIZE THE MAT AND ENSURE THE SYSTEM IS CONTINUOUS WITH NO GAPS IN BETWEEN THE MATS.
13. SUCCESSIVE MATS CAN THEN BE PLACED TO CREATE THE FODS TRACKOUT CONTROL SYSTEM REPEATING THE ABOVE STEPS.

USE AND MAINTENANCE

1. VEHICLES SHOULD TRAVEL DOWN THE LENGTH OF THE TRACKOUT CONTROL SYSTEM AND NOT CUT ACROSS THE MATS.
2. DRIVERS SHOULD TURN THE WHEEL OF THEIR VEHICLES SUCH THAT THE VEHICLE WILL MAKE A SHALLOW S-TURN ROUTE DOWN THE LENGTH OF THE FODS TRACKOUT CONTROL SYSTEM.
3. MATS SHOULD BE CLEANED ONCE THE VOIDS BETWEEN THE PYRAMIDS BECOME FULL OF SEDIMENT. TYPICALLY THIS WILL NEED TO BE PERFORMED WITHIN TWO WEEKS AFTER A STORM EVENT. BRUSHING IS THE PREFERRED METHOD OF CLEANING, EITHER MANUALLY OR MECHANICALLY.
4. THE USE OF ICE MELT, ROCK SALT, SNOW MELT, DE-ICER, ETC. SHOULD BE UTILIZED AS NECESSARY DURING THE WINTER MONTHS AND AFTER A SNOW EVENT TO PREVENT ICE BUILDUP.

REMOVAL

1. REMOVAL OF FODS TRACKOUT CONTROL SYSTEM IS REVERSE ORDER OF INSTALLATION.
2. STARTING WITH THE LAST MAT, THE MAT THAT IS PLACED AT THE INNERMOST POINT OF THE SITE OR THE MAT FURTHEST FROM THE EXIT OR PAVED SURFACE SHOULD BE REMOVED FIRST.
3. THE ANCHORS SHOULD BE REMOVED.
4. THE CONNECTOR STRAPS SHOULD BE UNBOLTED AT ALL LOCATIONS IN THE FODS TRACKOUT CONTROL SYSTEM.
5. STARTING WITH THE LAST MAT IN THE SYSTEM, EACH SUCCESSIVE MAT SHOULD THEN BE MOVED AND STACKED FOR LOADING BY FORKLIFT OR EXCAVATOR ONTO A TRUCK FOR REMOVAL FROM THE SITE.



CONCRETE WASHOUT DETAIL
N.T.S.

CONCRETE WASHOUT AREA INSTALLATION NOTES:

1. CONCRETE WASHOUT AREAS SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
2. CONCRETE WASHOUT AREA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8'X8'. THE SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1. THE DEPTH OF THE PIT SHALL BE AT LEAST 3'. THE BERM SURROUNDING THE SIDES AND BACK OF THE CONCRETE WASHOUT AREA SHALL HAVE A HEIGHT OF 1'. THE VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CONCRETE WASHOUT AREA. A SILT FENCE SHALL BE INSTALLED ALONG THE TOP OF THE PERIMETER BERM PER THE DETAIL.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT TO ALL CONCRETE WASHOUT AREAS.
4. A CURB STEP SHALL BE IMPLEMENTED IF A CURB EXISTS AT THE ACCESS POINT TO THE CONCRETE WASHOUT AREA.
5. HIGHLY VISIBLE SIGNS SHALL BE PLACED AT THE CONSTRUCTION SITE ENTRANCE, WASHOUT AREA AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION(S) OF THE CONCRETE WASHOUT AREA(S) TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

CONCRETE WASHOUT AREA INSPECTION AND MAINTENANCE NOTES:

1. THE CITY SITE INSPECTOR SHALL INSPECT THE CONCRETE WASHOUT AREA AT THE FOLLOWING INTERVALS:
 - A. AFTER INITIAL INSTALLATION.
 - B. AT LEAST WEEKLY WHILE THE CONCRETE WASHOUT AREA IS PRESENT ON SITE.
2. CONCRETE WASHOUT MATERIALS SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
3. CONCRETE WASHOUT AREAS SHALL BE ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
4. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
5. CONCRETE WASHOUT AREAS SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
6. WHEN CONCRETE WASHOUT AREAS ARE REMOVED, EXCAVATIONS SHALL BE FILLED WITH SUITABLE COMPACTED BACKFILL AND TOP SOIL, ANY DISTURBED AREAS ASSOCIATED WITH INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF CONCRETE WASHOUT AREAS SHALL BE ROUGHENED, SEEDED AND MULCHED.
7. CONCRETE WASHOUT CONTAINERS ARE RECOMMENDED TO BE PLACED INSIDE THE CONCRETE WASHOUT AREA FOR LESS MAINTENANCE.
8. **CONCRETE WASHOUT CONTAINERS ARE NOT AN ACCEPTABLE SUBSTITUTE FOR CONCRETE WASHOUT AREAS.**

REVISIONS

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1	09/18/20	CITY OF WINTER GARDEN COMM.	QTL
2	09/17/21	CITY OF WINTER GARDEN COMM.	QTL
3	03/31/23	CITY OF WINTER GARDEN COMM.	QTL
4	08/24/23	CITY OF WINTER GARDEN COMM.	QTL
5	01/06/24	CITY OF WINTER GARDEN COMM.	QTL
6	05/14/24	CITY OF WINTER GARDEN COMM.	QTL

SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

SITE DETAILS

CLIENT:

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QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

DATE

PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

APPROVED BY: QTL

SHEET C5.2



STORMTECH CHAMBER SPECIFICATIONS

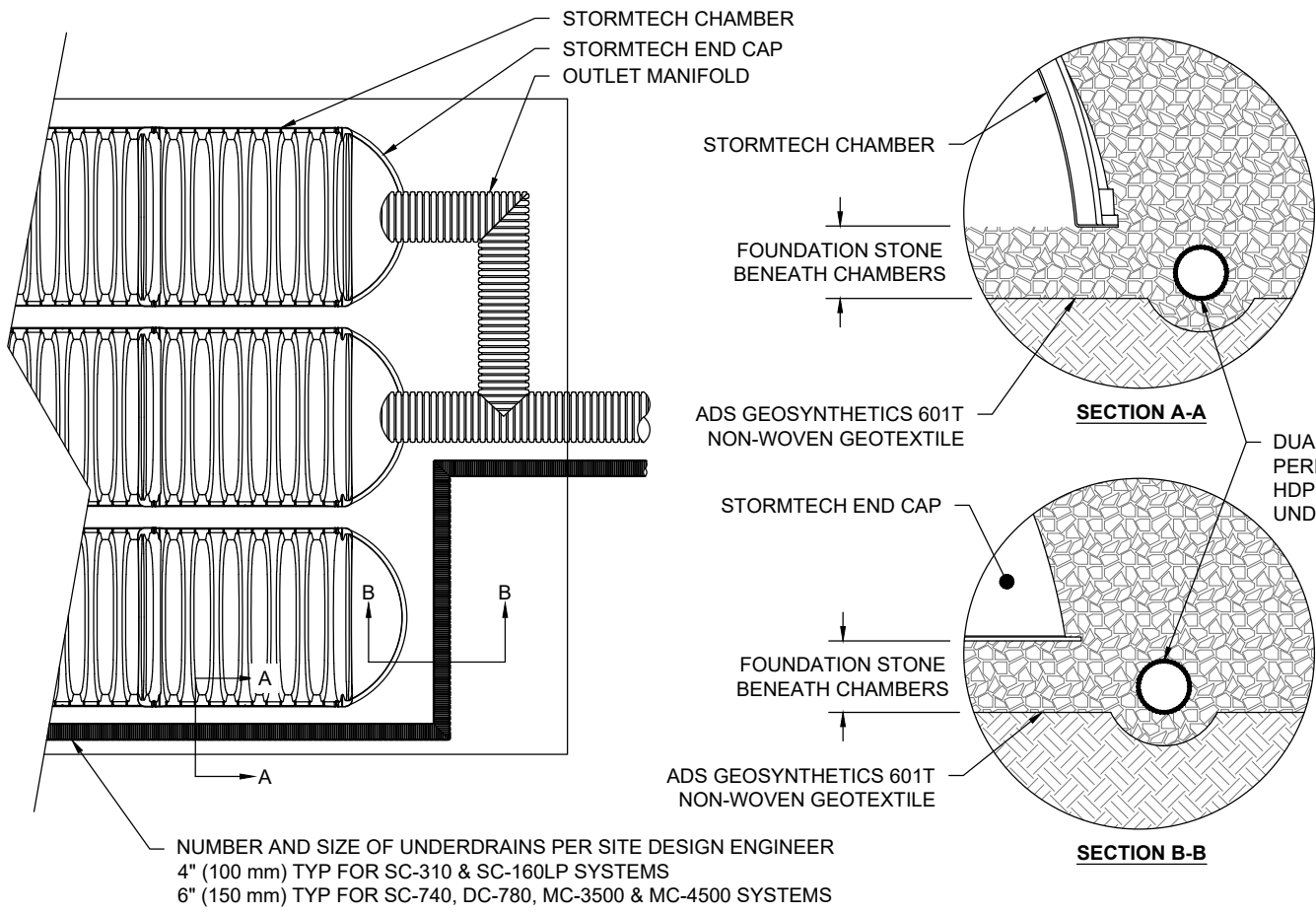
- CHAMBERS SHALL BE STORMTECH SC-740 OR SC-310.
- CHAMBERS SHALL BE MANUFACTURED FROM VIRGIN POLYPROPYLENE OR POLYETHYLENE RESINS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL MEET ASTM F2922 (POLYETHYLENE) OR ASTM F2418-16 (POLYPROPYLENE), "STANDARD SPECIFICATION FOR THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOADS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. THE CHAMBER MANUFACTURER SHALL SUBMIT THE FOLLOWING UPON REQUEST TO THE SITE DESIGN ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
 - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY AASHTO FOR THERMOPLASTIC PIPE.
 - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET. THE 50 YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418 OR ASTM F2922 MUST BE USED AS PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
 - STRUCTURAL CROSS SECTION DETAIL ON WHICH THE STRUCTURAL EVALUATION IS BASED.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-310/SC-740 SYSTEM

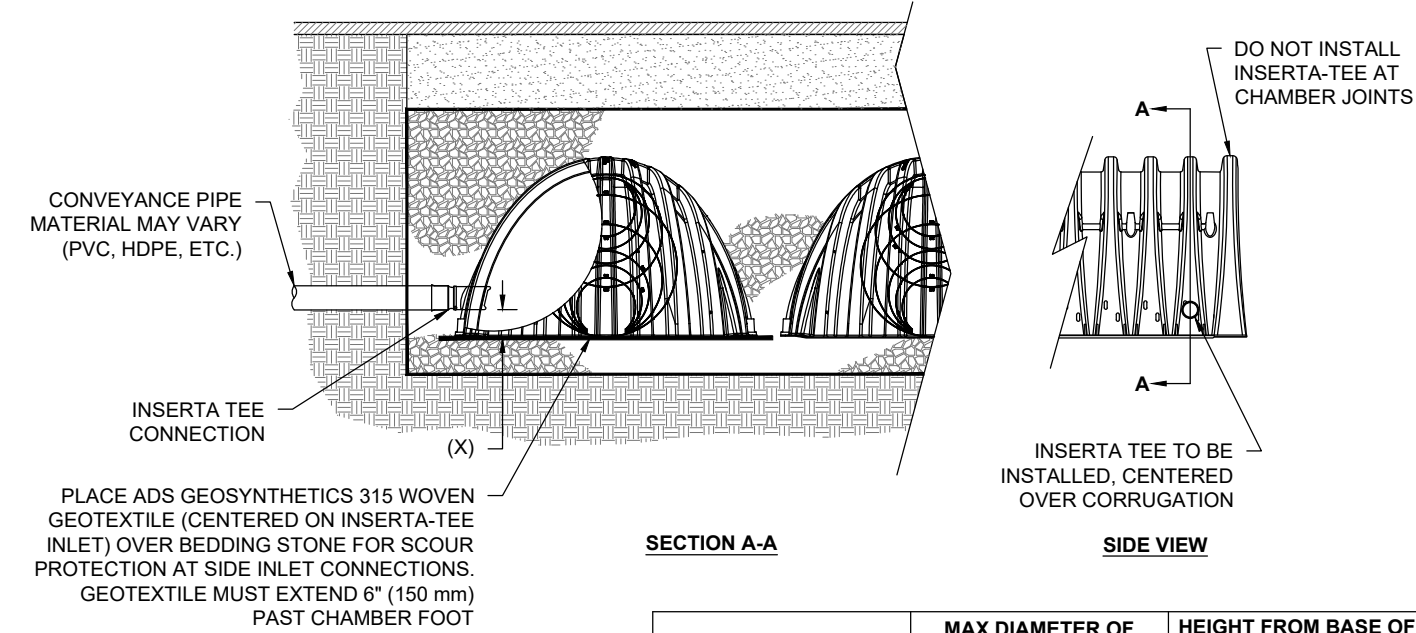
- STORMTECH SC-310 & SC-740 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
 - STORMTECH SC-310 & SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOTTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
 - THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
 - JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
 - MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
 - EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4"-2" (20-50 mm).
 - THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
 - ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.
- NOTES FOR CONSTRUCTION EQUIPMENT**
- STORMTECH SC-310 & SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - THE USE OF CONSTRUCTION EQUIPMENT OVER SC-310 & SC-740 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIERED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

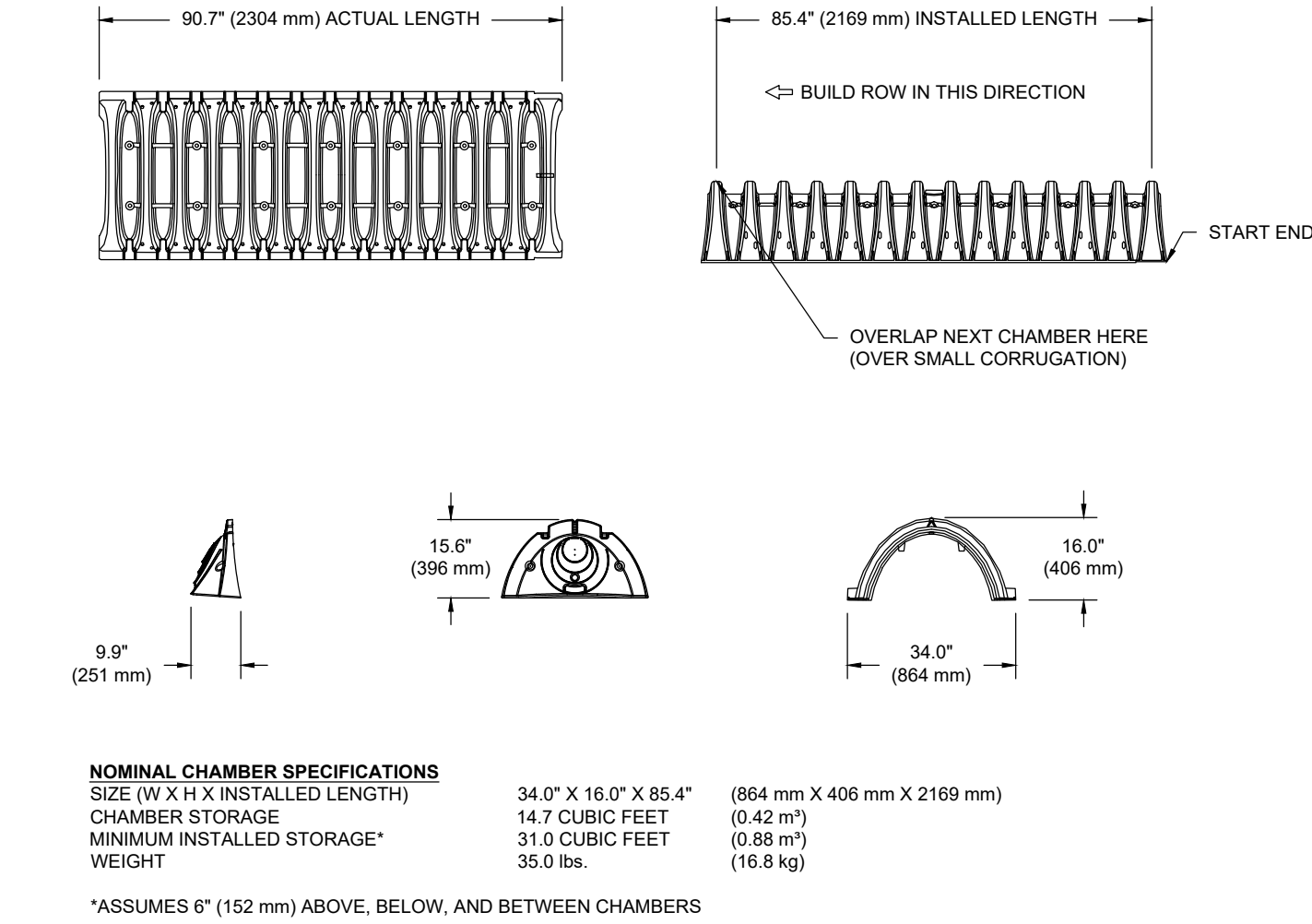
CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.



5 UNDERDRAIN DETAIL



6 INSERTA-TEE SIDE INLET DETAIL



PART #	STUB	A	B	C
SC310EPE06T / SC310EPE06TPC	6" (150 mm)	9.6" (244 mm)	5.8" (147 mm)	---
SC310EPE06B / SC310EPE06BPC	---	---	---	0.5" (13 mm)
SC310EPE08T / SC310EPE08TPC	8" (200 mm)	11.9" (302 mm)	3.5" (89 mm)	---
SC310EPE08B / SC310EPE08BPC	---	---	---	0.6" (15 mm)
SC310EPE10T / SC310EPE10TPC	10" (250 mm)	12.7" (323 mm)	1.4" (36 mm)	---
SC310EPE10B / SC310EPE10BPC	---	---	---	0.7" (18 mm)
SC310EPE12B	12" (300 mm)	13.5" (343 mm)	---	0.9" (23 mm)

ALL STUBS, EXCEPT FOR THE SC310EPE12B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

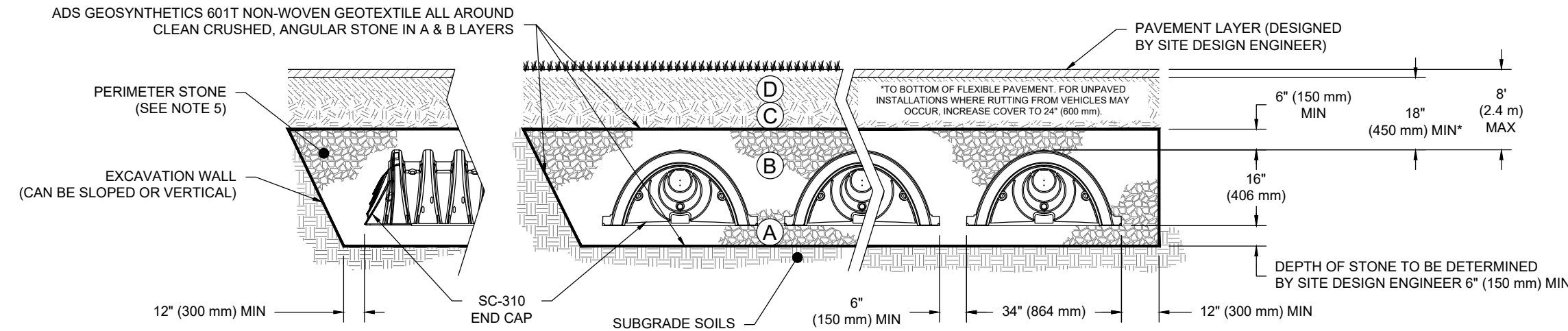
* FOR THE SC310EPE12B THE 12" (300 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" (6 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

ACCEPTABLE FILL MATERIALS: STORMTECH SC-310 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 16" (400 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{1,2}

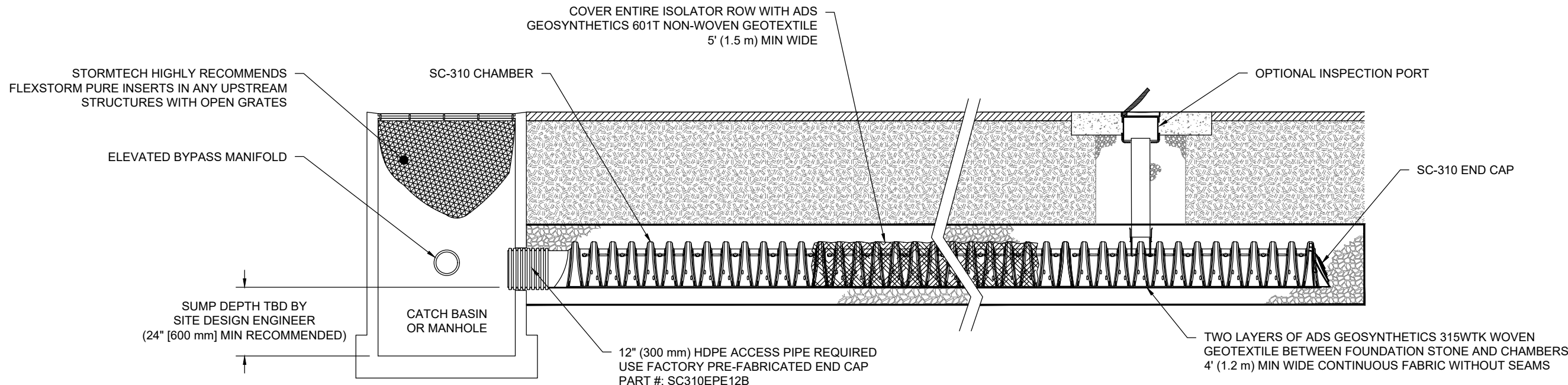
PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



- NOTES:**
- SC-310 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
 - SC-310 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
 - "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
 - THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
 - PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
 - ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

SC-310 CROSS SECTION DETAIL

3 SC-310 ISOLATOR ROW DETAIL



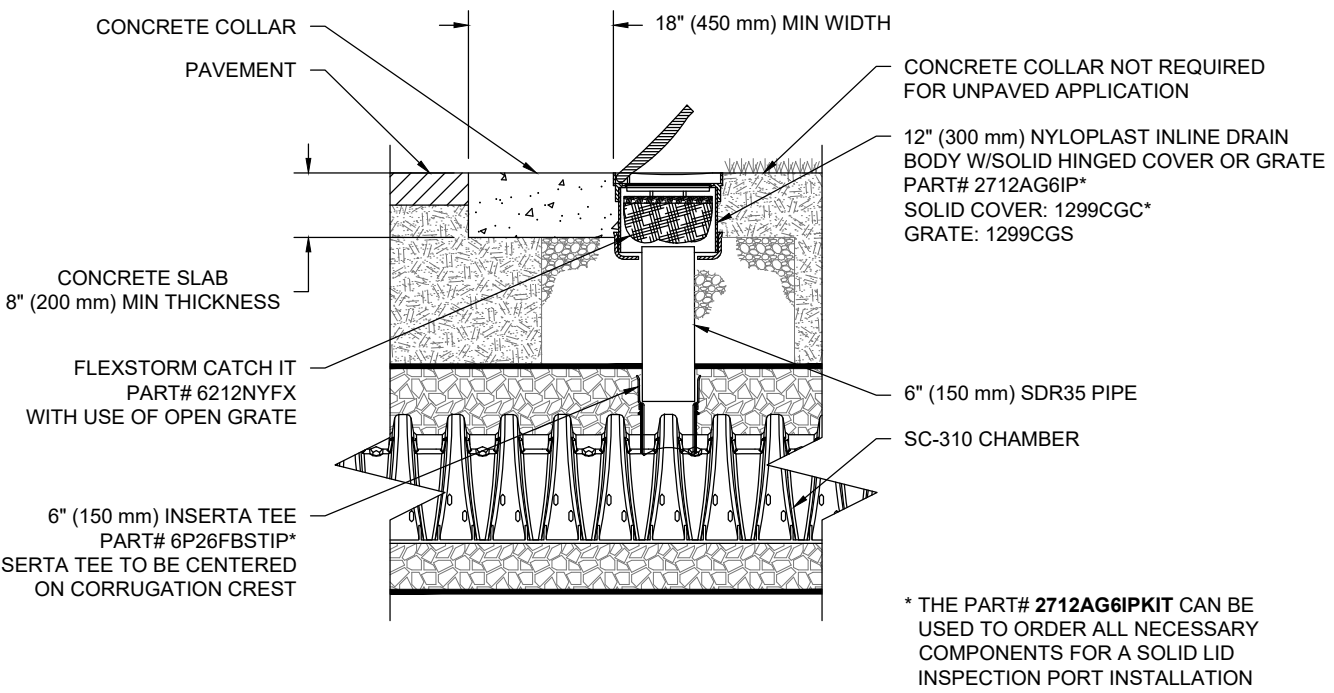
INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- INSPECTION PORTS (IF PRESENT)
 - REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
 - ALL ISOLATOR ROWS
 - REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
 - USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
 - MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
 - APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

SC-310 6" (150 mm) INSPECTION PORT DETAIL



4

REVISIONS

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1	09/18/20	CITY OF WINTER GARDEN COMM.	QTL
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SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

STORMTECH DETAILS AND NOTES

CLIENT:

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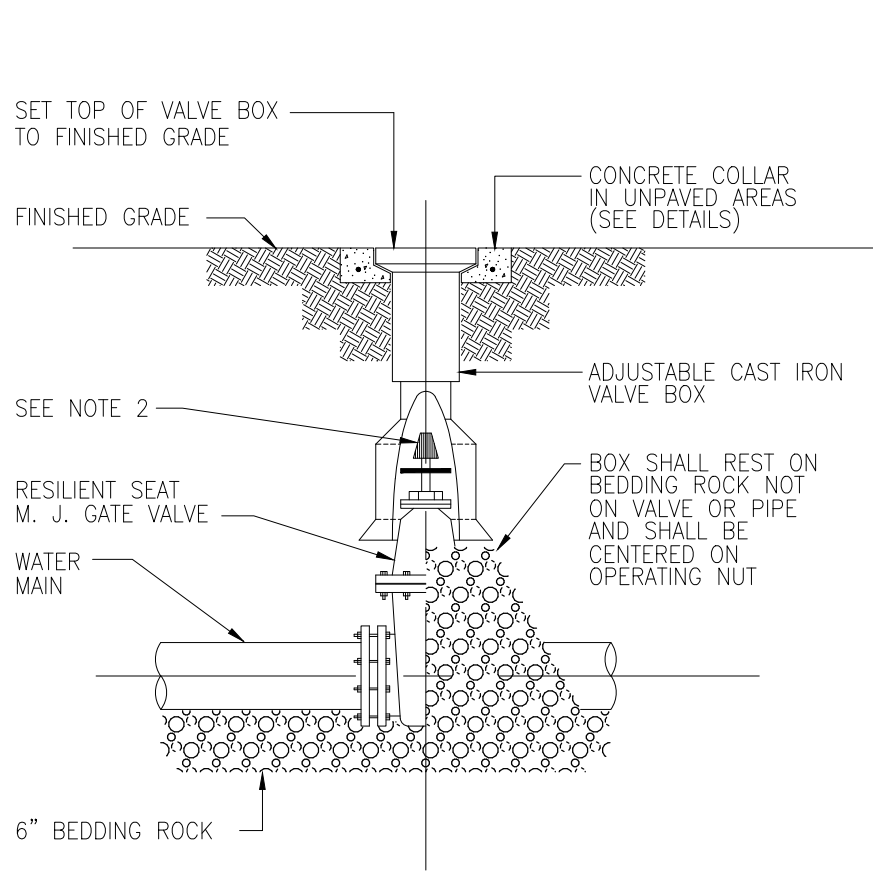
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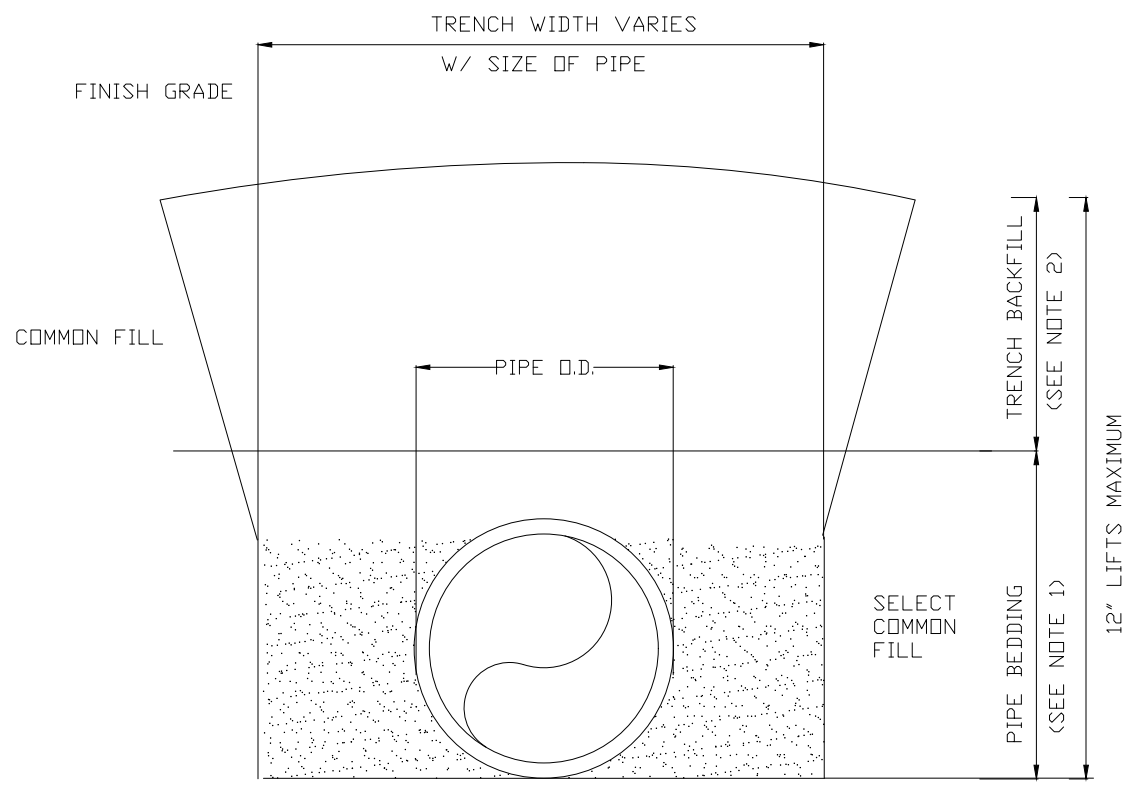
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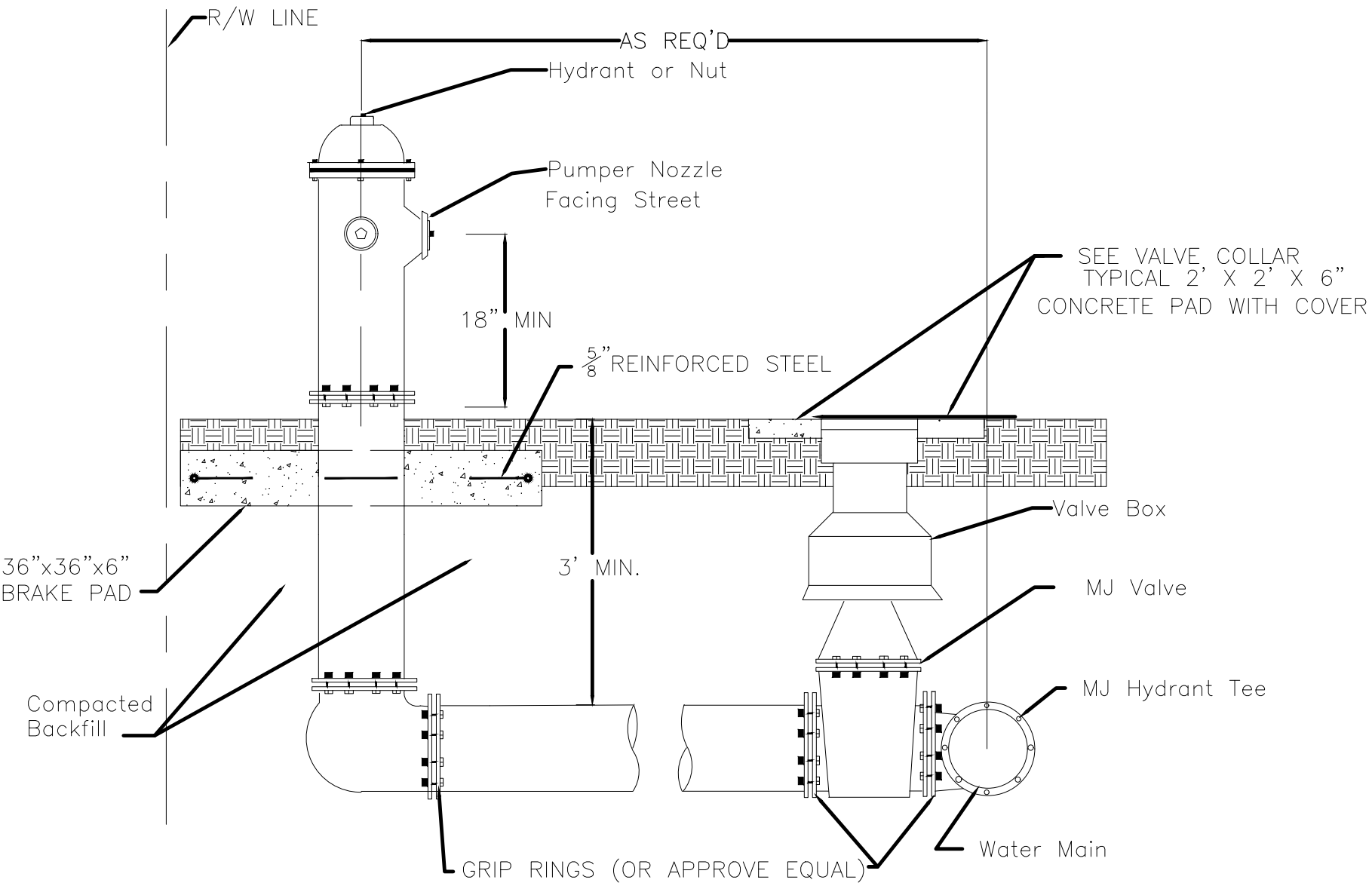
- NOTES:
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

GATE VALVE AND BOX DETAIL

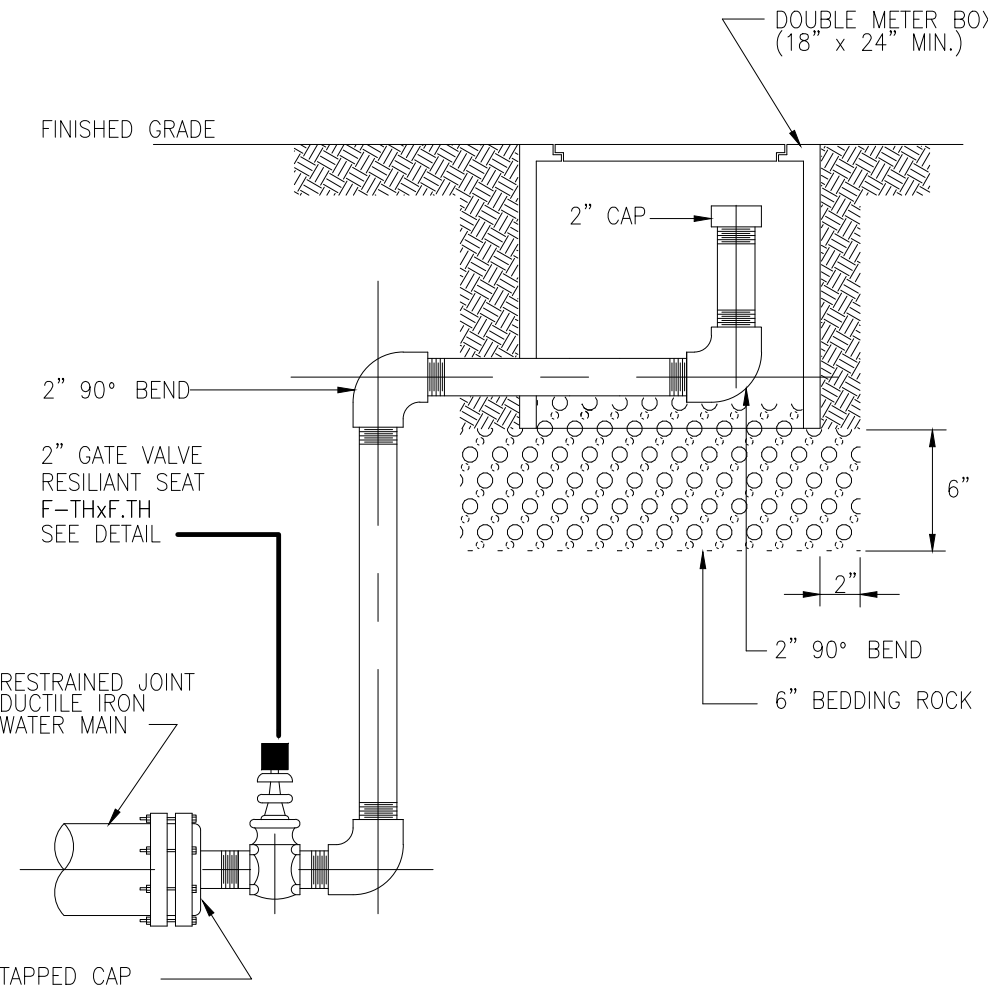


- NOTES:
1. PIPE BEDDING: FDOT SELECT BACKFILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T -180
 2. TRENCH BACKFILL: FDOT SELECT STRUCTURAL BACKFILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T -180.
 3. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 4. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 5. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.

STANDARD BEDDING DETAIL

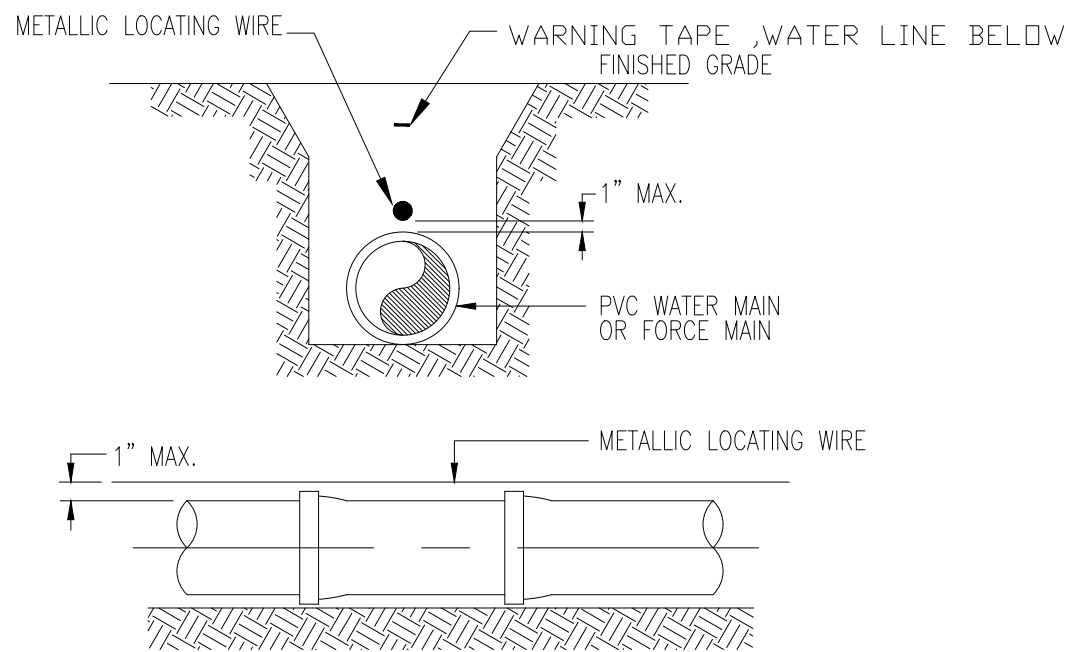


TYPICAL HYDRANT SETTING DETAIL



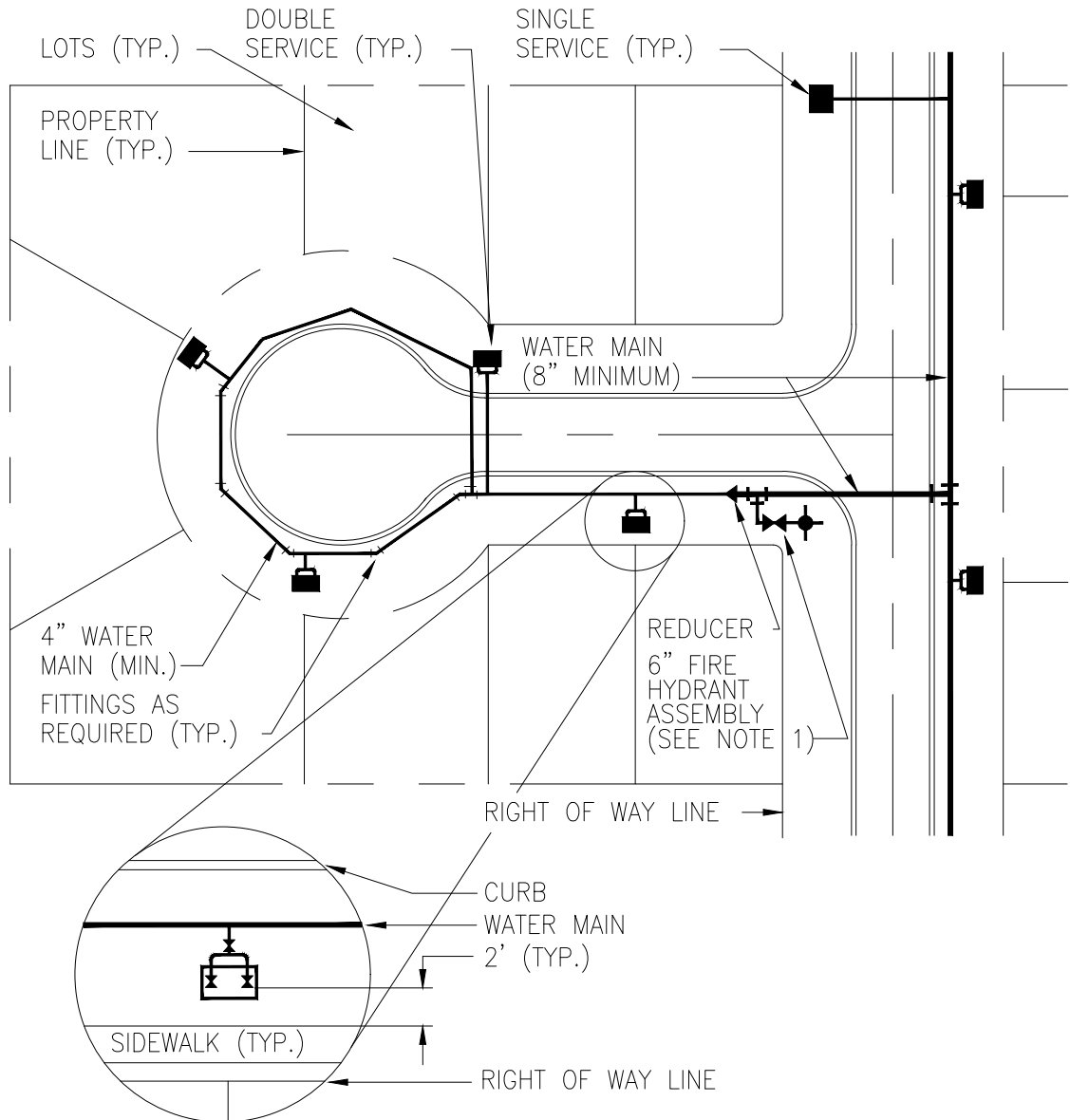
- NOTES:
1. ALL 2" PIPE AND FITTINGS SHALL BE SCHEDULE 40 GALVANIZED STEEL OR BRASS WITH THREADED (NPT) JOINTS.

BLOWOFF VALVE DETAIL



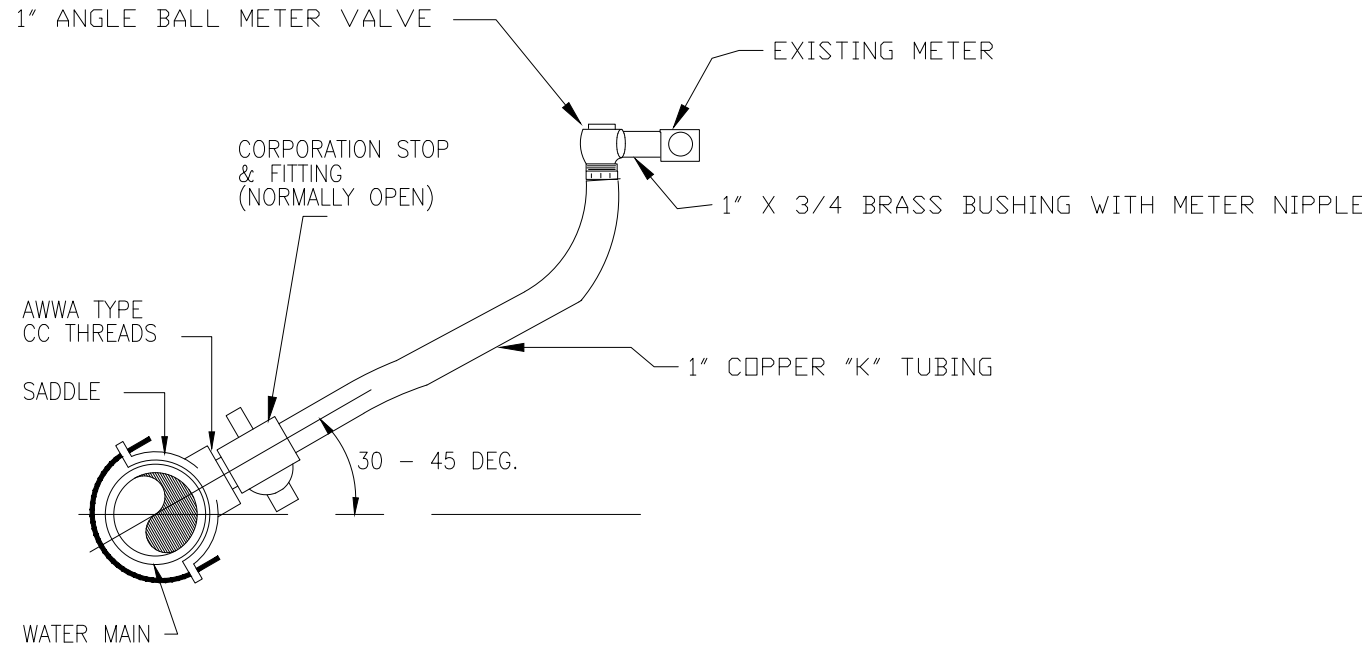
- NOTES:
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (14 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR
 2. AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCK TAPE, AT LEAST FIVE TIMES PER JOINT
 3. LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX
 3. AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.

PVC PIPE LOCATING WIRE DETAIL

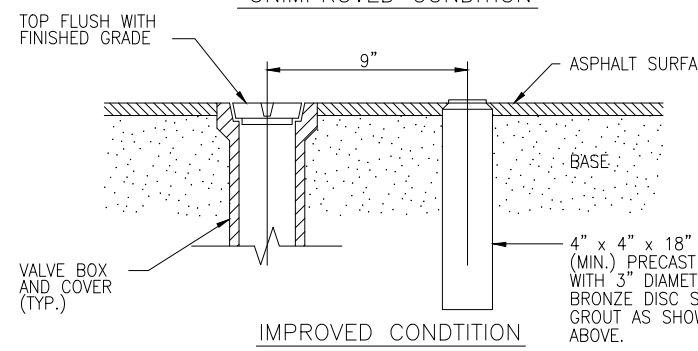
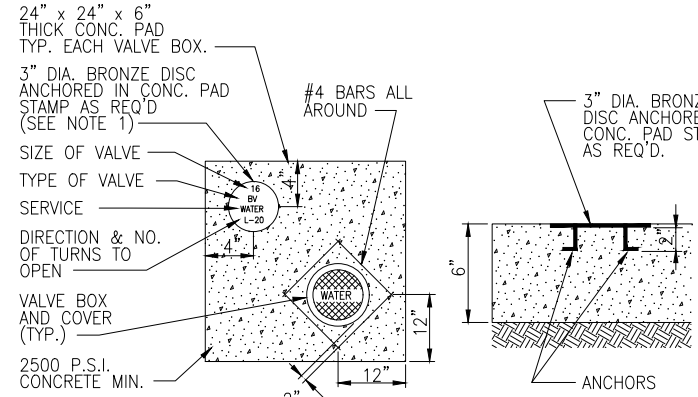


- NOTES:
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
 2. METER BOX TO BE INSTALLED BY CONTRACTOR
 3. ALL SERVICES AT LOT LINES.

WATER SERVICE LOCATION DETAIL



WATER SERVICE CONNECTION DETAILS



- NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES 16" AND LARGER, OR AS REQUIRED BY THE CITY FOR CRITICAL OFFSITE VALVES.
 2. VALVE COLLAR DIMENSIONS MAY BE REDUCED TO 18" X 18" X 6" WHEN THE BRONZE IDENTIFICATION DISC IS NOT REQUIRED.

VALVE COLLAR DETAIL

Materials Manufacture

Service Connections: - 2" connections Brass fittings

Gate Valves : - Size 2"

Mueller A2360
AVR Resilient steel valve
American Flow 2500

Butterfly Valves : - Larger than 12"
Mueller Lineset III M. J.
Kennedy BFFV, Ftg. 30

Fittings : - 4" and larger (Domestic Ductile Iron)

Pipe : - 2" PVC SDR-21
4"to12" PVC, C-900 DR-18 Class 150
Larger than 12" - Ductile Iron Class 51

Tubing : - 1" Copper K

Tapping Valve : - Mueller T - 2360 - 16
American Flow AFC 2500
Kennedy 950-X

Tapping Sleeve : - (Fabricated Steel)
For size on size tap Mueller #H304American Flow 2800
Mueller #615 Ford - FTSC Fast
JCM 432 JCM 412 ESS
Mueller H624

Restrained Fittings : - (PVC Pipe)
JCM - 610 Surgripe
Romac - Gripe Ring 611, 612, 613

Check Valves:- American Flow 52SC
Mueller MA-2600-6-01 LW

Corporation Stops : - 3/4" & 1" - Mueller 110-H-15008
3/4" & 1" - Ford F-1000

Curb Stops (full port) 3/4" & 1" Mueller B-20200 F.I.P
3/4" Ford B111-333-W
3/4" Ford AV11-333W (angle curb stop)
1" Ford B 41-444-W
1" Ford BA41-444-W (angle curb stop)
3/4" MUELLER curb stop full port #14285
1" MUELLER curb stop full port B24275

Fire Hydrant Distance Requirements:

Zoning Class Distance
R-1 800 feet
R-2,R-3,R-NC,PUD's 500 feet
C-1,C-2,C-3,C-4, I-1 500 feet
I-2 300 feet

Fire hydrant point :-
Sherwin-Williams Industrial Yellow B 54437

General Notes: Revised February 13, 1999

1. All private water systems shall have a City approved backflow device assembly at each connection point to the City water system.
2. Repairs to new water lines, to obtain specified pressure test, will not allowed up to a number equal to 10 % of the total number of joint connections.
3. All mains and service laterals shall be hydrostatically tested at 150 psi for a two hour period.
4. Fire hydrant meter is required for any water usage in project (City will provide). Cost \$25.00 (non-refundable) deposit and \$1000.00 security deposit required. Billing is monthly for consumption used.
5. Warning tape, 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 14 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 extended to the top of each valve box on the inside so that a pipe locator can be connected to it.
6. City Engineer and Utilities Director must approve any item or change not mentioned or covered in our standard specifications or details.
7. Only City employees are permitted to open or close any valves or fire hydrants owned by or connected to the City water system.
8. No solvent cement joints shall be accepted.
9. Thrust blocks - use only if retainer fittings or all thread rods cannot be used.
10. Water main depth to be a minimum of 36" and a maximum of 42" below final grade.
11. All service laterals must be uniform distance between curb and sidewalk and located on property lot line.
12. No splicing together of customer service laterals will be allowed between the water main and curb stop.
13. Schedule 80 PVC to be used on 2" header tee assembly for multi-service laterals with brass fittings.
14. Curbs must be imprinted with a " W " inside of a painted square (blue), directly in front of each service lateral.
15. Depth of curb stop, in meter box, must be 8" below finished grade.
16. Main valve no more than 1,000 feet apart.
17. Valves at all T's and crosses

Acceptable Material List

Materials Manufacture

U-Branch - 1"x3/4"x7"-1/2" Mueller H-15363
1"x3/4"x7 1/2" Ford U-48-43

Compression Coupling : - 3/4" thru 2"
Dresser style 65
Smith-Blair 522
JCM 220

Compression Tees : - 3/4" thru 2"
Dresser style 65
JCM 223

Service Saddles : - cc thread outlet - 1"
Mueller DB 2 A - 100
Ford 202
JCM 402-0480-07 &09

Valve Boxes : - Tyler 461-S 18" - 24"
Tyler 562-S 24" - 36"

Fire Hydrants : - Size - 5 1/4" Barrel
Mueller A-423
Kennedy K-81-A
American Flow B-84-B

Gate Valves : - 4" thru 12"
Mueller A-2360-20
Kennedy 1571-A
American Flow 2500

Water Meter Box Specifications

Single meter box installation :

CDR - WA03-1118-12C
WFB111812C21 - WITH LID
C.I. reader lid 4"x6" over 90 degree open

Double meter box installation :

CDR - WA00-1517-12C
C.I. reader lid 6"x9" over 90 degree open
WFB151712C21 - WITH LID

2" meter box installation :

WFB173012C21 - WITH LID

REVISIONS

DATE

NO.

CITY OF WINTER GARDEN - STANDARD DETAILS FOR WATER DISTRIBUTION SYSTEMS

CITY OF WINTER GARDEN ENGINEERING DEPARTMENT

STANDARD DESIGN

JK DRAWN

4/14/99 DATE

1 OF 3 WATER4-14

Page 35 of 190

RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS

SCOPE: Supply one complete H-20 LP Pre-Fab Lift Station, per design.
Pumps shall be capable of pumping domestic & commercial sewage.

Complete system shall be supplied by:
RILEY & Company, Inc.
Sanford, FL 32773 (Ph. 407-265-9963)

PRIOR TO BID DATE, ANY PREFAB LIFT STATION SUPPLIER NOT SPECIFIED, BUT WANTING TO BE PRE-APPROVED AS AN ALTERNATE SUPPLIER MUST SUBMIT THE FOLLOWING FOR ENGINEER APPROVAL:

- 1- Submit complete data on the alternate system showing that the equipment meets or exceeds the quality and performance of the specified system.
- 2- Submit a plotted system head curve on the proposed alternate pump curve utilizing the design criteria (elevations, force main losses, pressures and station losses.
- 3- Pumps and electrical control panel must be warranted for a minimum of 3 years.
- 4- Fiberglass wetwell must be warranted for a minimum of 20 years.
- 5- Any fees charged by Engineer to review alternate systems shall be paid by contractor.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty. Certification of the wetwell H-20 load rating must be supplied with submittals. H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS:

Submersible pumps shall be HOMA Model GRP44/3. The pumps shall be installed in the H-20 LP FRP wetwell utilizing a dual slide rail system. The non-clog pumps must be a 3" discharge with a 3" solids handling capability. Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable. A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors. The pump motor shaft shall be AISI 430F SS threaded to take the pump impeller. Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL:

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minimum of 5 years history in the manufacturing of electrical control panels.

The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep Marine Grade Aluminum with 4 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
- 1- ea. Alarm Horn (minimum 95 DCB)
- 1- ea. Generator Receptacle w/ weatherproof cover(SCM460 -UL 1686)
- 1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:

- 2- ea. Motor Contactors
- 1- ea. Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
- 1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
- 1- ea. Silence Relay Module
- 1- ea. Duplex Alternator w/ Pump Selector Switch
- 1- ea. Model RCB5AH Battery Back-Up w/ Smart Charger For The High Level Alarm System
- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 7- ea. Grounding Lugs
- 1- ea. Seal Failure Relay

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

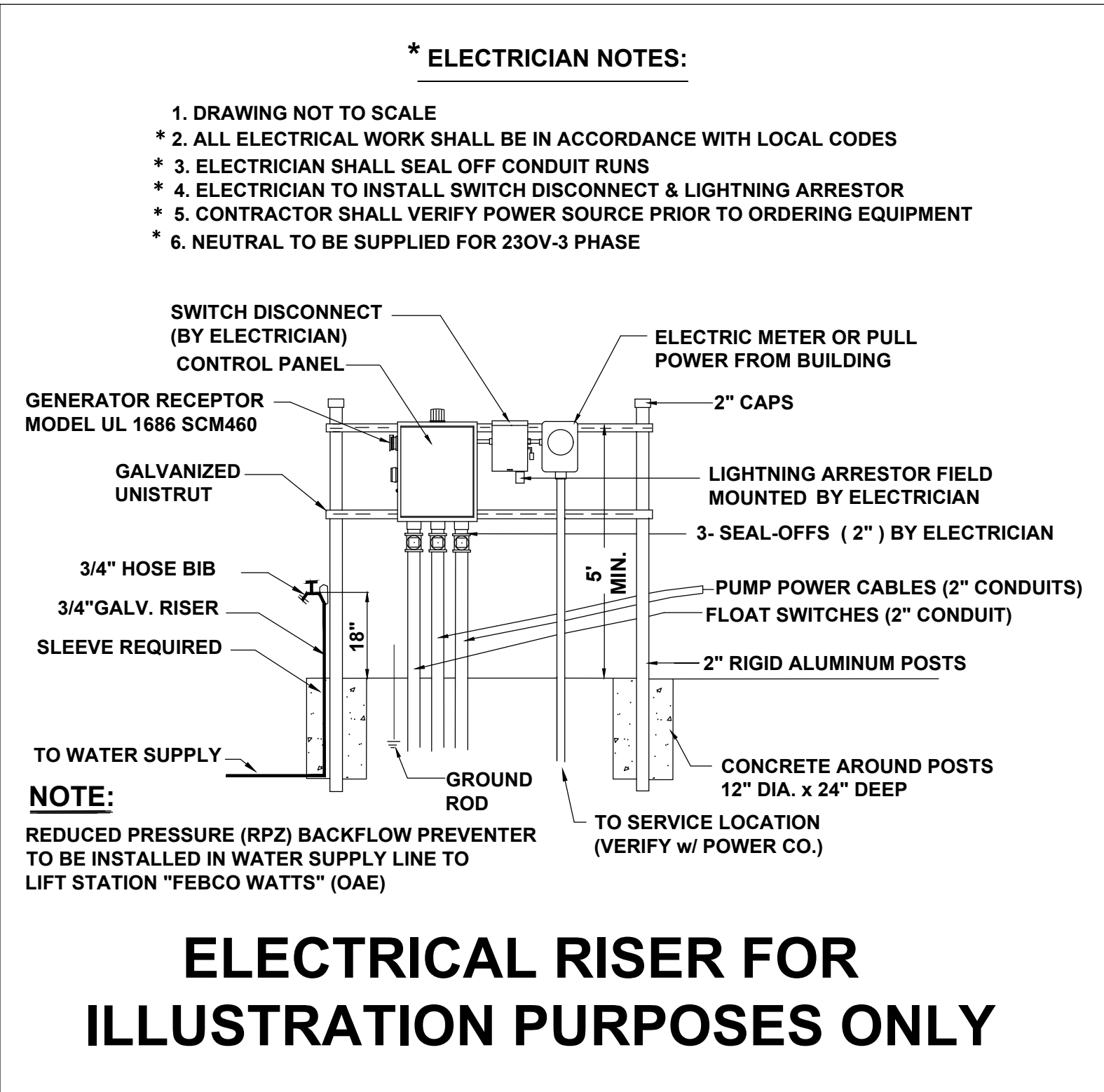
The following components shall be mounted through the inner door:

- 1- ea. Main Circuit Breaker
- 1- ea. Emergency Circuit Breaker
- 1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
- 2- ea. Short Circuit Protectors w/ Auxiliary Contacts
- 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches
- 2- ea. Pump Run Pilot Lights
- 1- ea. Power On Pilot Light
- 2- ea. Elapse Time Meters (Non-Resetable)
- 1- ea. GFI Duplex Convenience Outlet

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	42.0 GPM	TOP OF WETWELL	117.00
PRIMARY TDH	126.0' TDH	INLET INVERT	107.80
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM (HLA)	110.00
PUMP MODEL #	GRP59/1	2nd PUMP ON (LAG)	108.50
R.P.M.	3450	1st PUMP ON (LEAD)	105.00
HORSEPOWER	5.1	PUMPS OFF (OFF)	104.00
IMPELLER DIAMETER	6 1/8"	BOTTOM OF WETWELL	103.50
ELECTRICAL/ VOLTS / PHASE	230V/1	WETWELL DIAMETER	60"
PUMP DISCHARGE SIZE	2"		

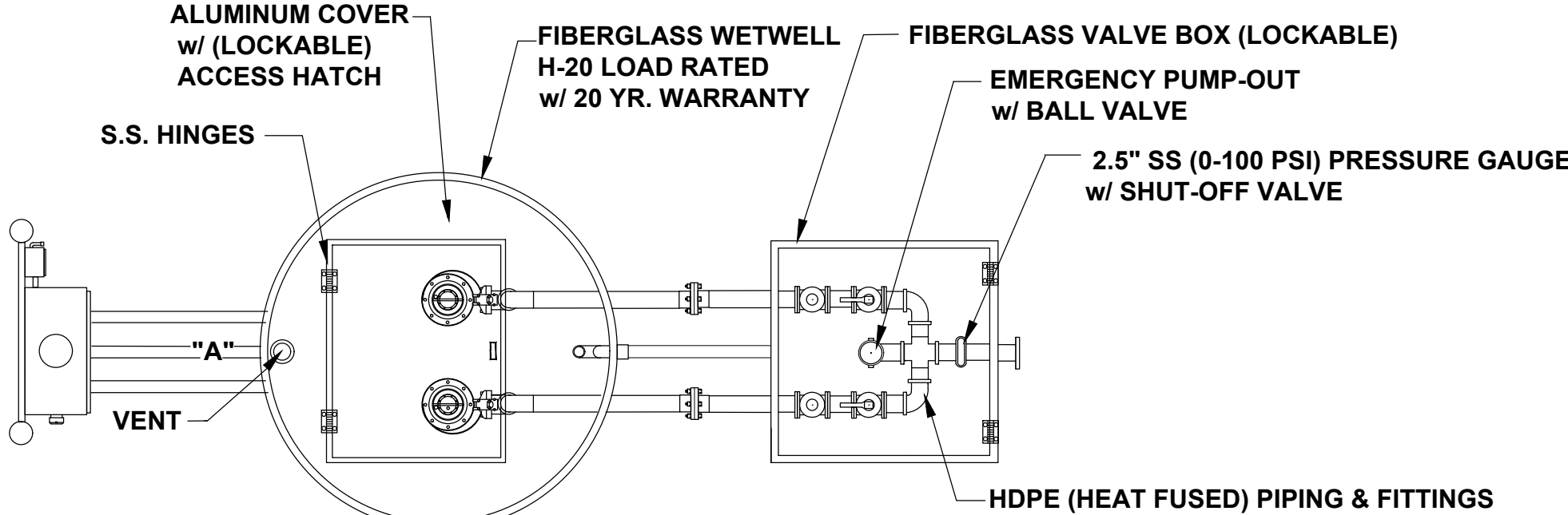
NOTES:

1. Water service with hose bibb and reduced pressure backflow preventer to be installed near lift station. (See Electrical Riser Illustration)
2. System shall be operated and maintained to provide uninterrupted service as required by DEP Chapter 62-604.500.
3. Approved Operation & Maintenance Manual(O&M) shall be kept available for operation and maintenance personnel
4. A weather resistant emergency contact sign shall be installed at the lift station and made visible to the public (Lettering shall be min. 2" in height.
5. INSPECTION & TESTING: A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance for the complete lift station package.

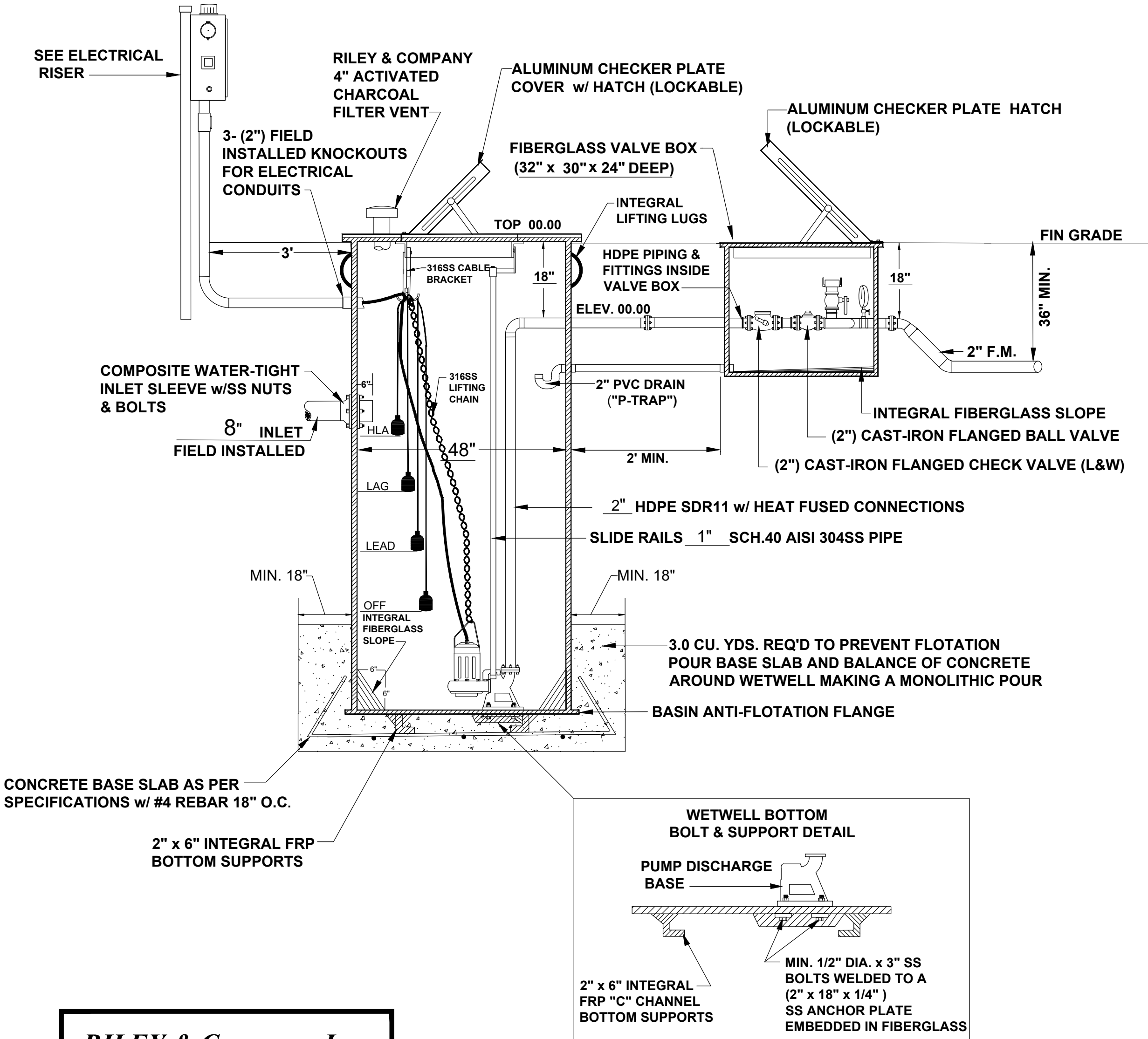


ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY

01-18-18



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"



RILEY & Company, Inc.
5491 Benchmark Lane
Sanford, FL 32773
PH. 407-265-9963

REVISIONS

No.	DATE	DESCRIPTION	APPD BY
1	09/18/20	CITY OF WINTER GARDEN COMM.	QTL
2	09/17/21	CITY OF WINTER GARDEN COMM.	QTL
3	03/31/23	CITY OF WINTER GARDEN COMM.	QTL
4	08/24/23	CITY OF WINTER GARDEN COMM.	QTL
5	01/06/24	CITY OF WINTER GARDEN COMM.	QTL
6	05/14/24	CITY OF WINTER GARDEN COMM.	QTL

SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LIFTSTATION DETAILS

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM
Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

PHONE: 407-254-0040
CELL: 407-234-8944

CERTIFICATE OF
AUTHORIZATION No. 27340

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QUANG T. LAM, P.E.
FL REGISTRATION No. 62550

DATE

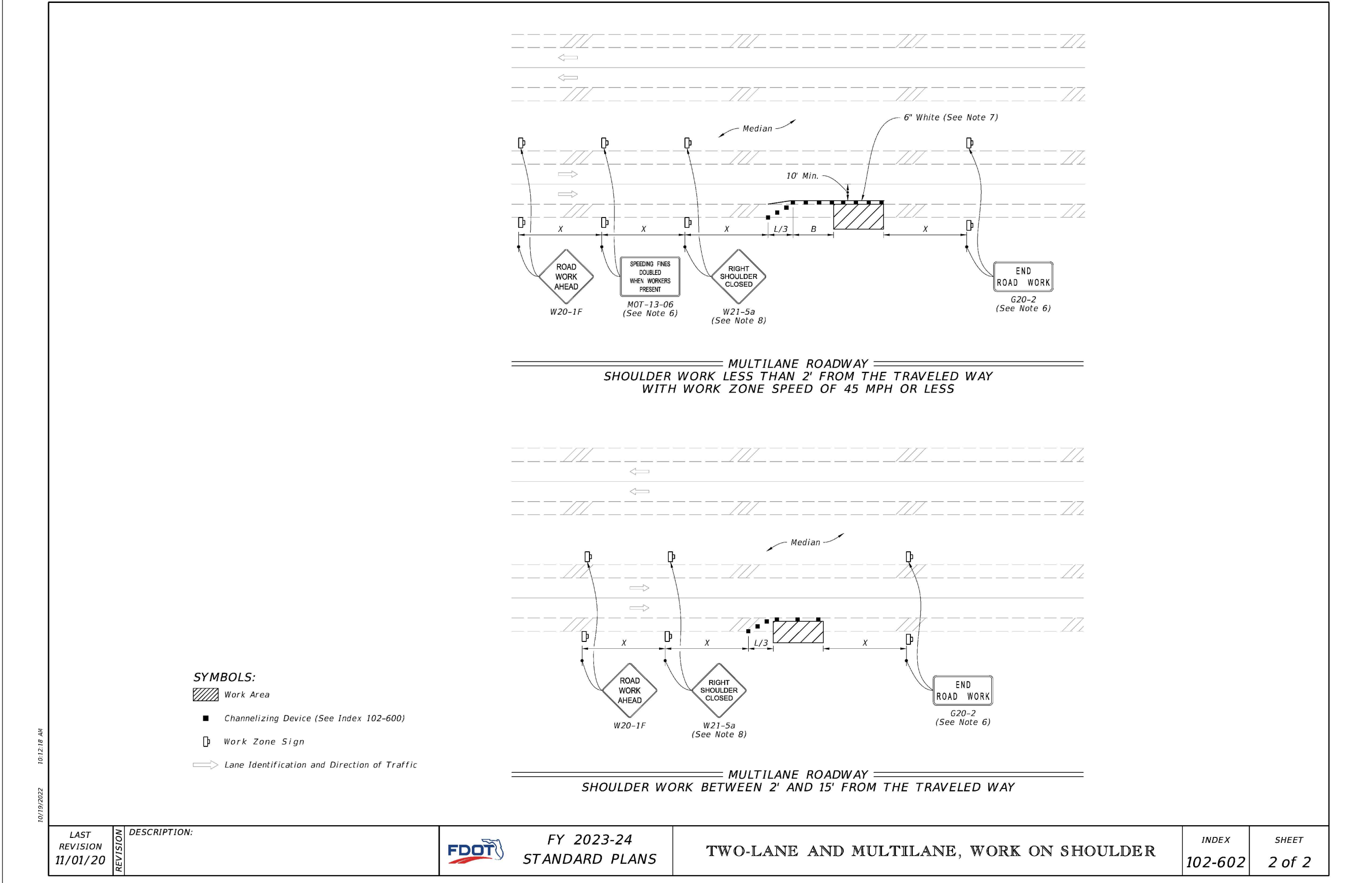
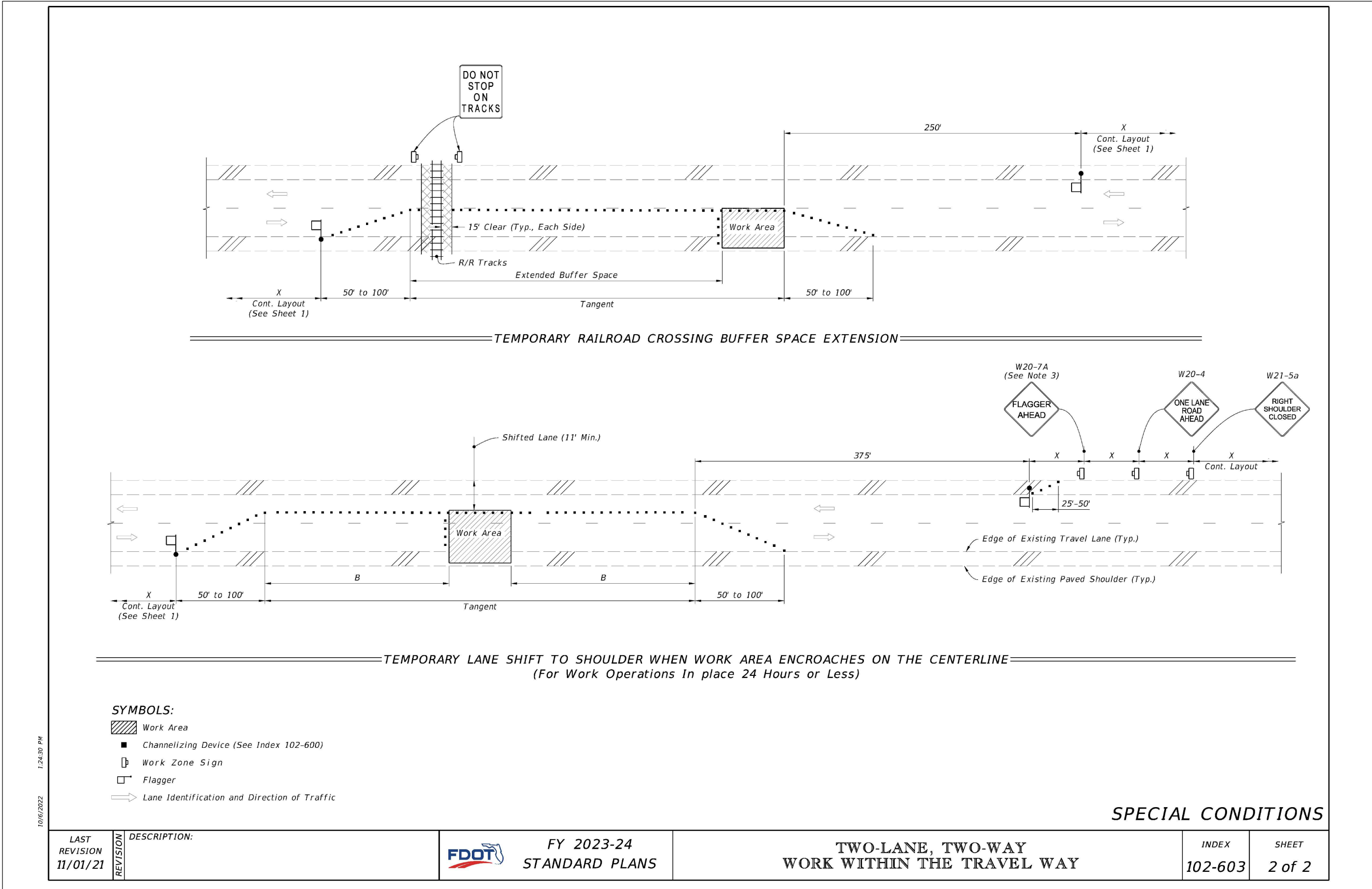
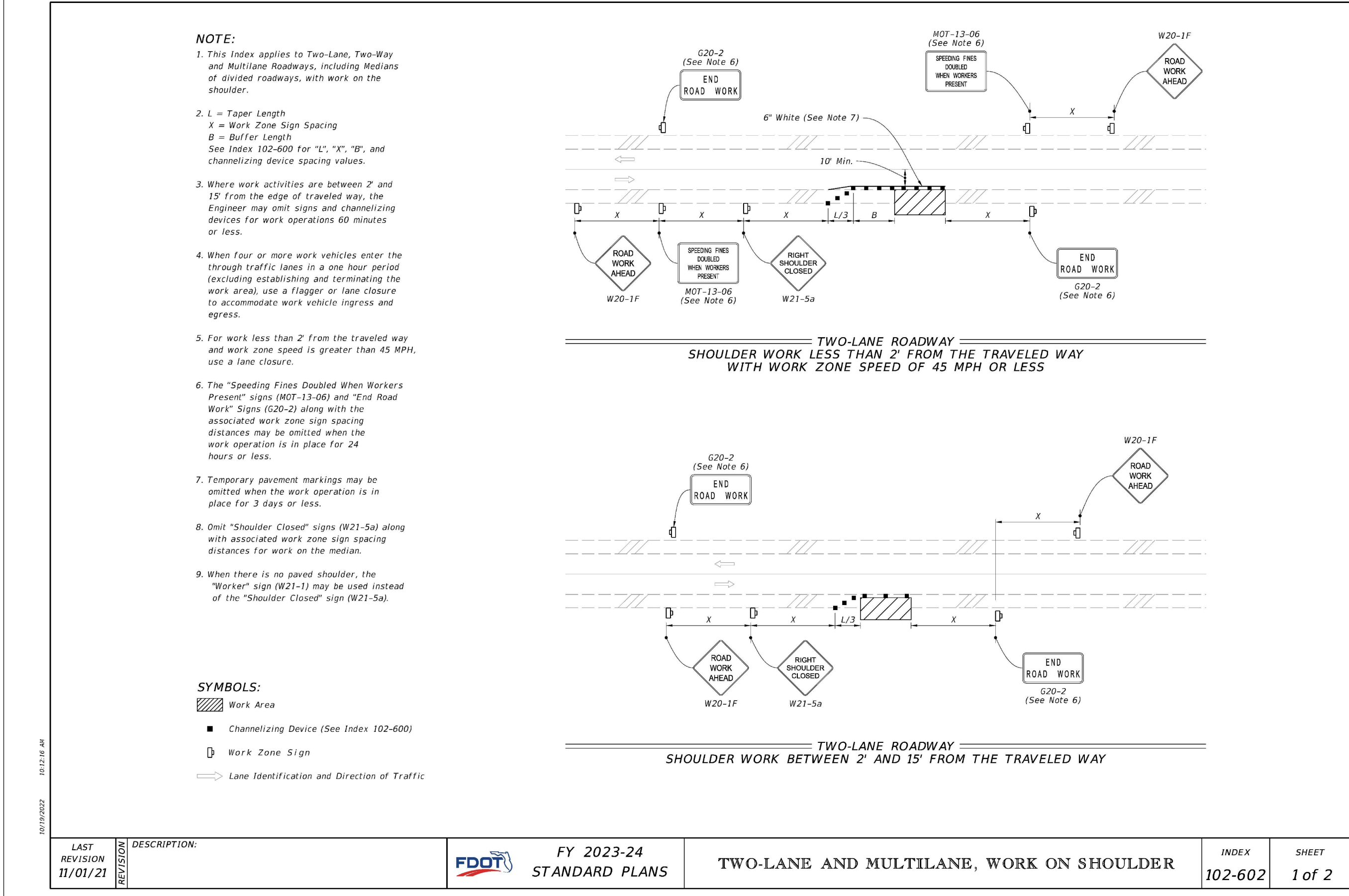
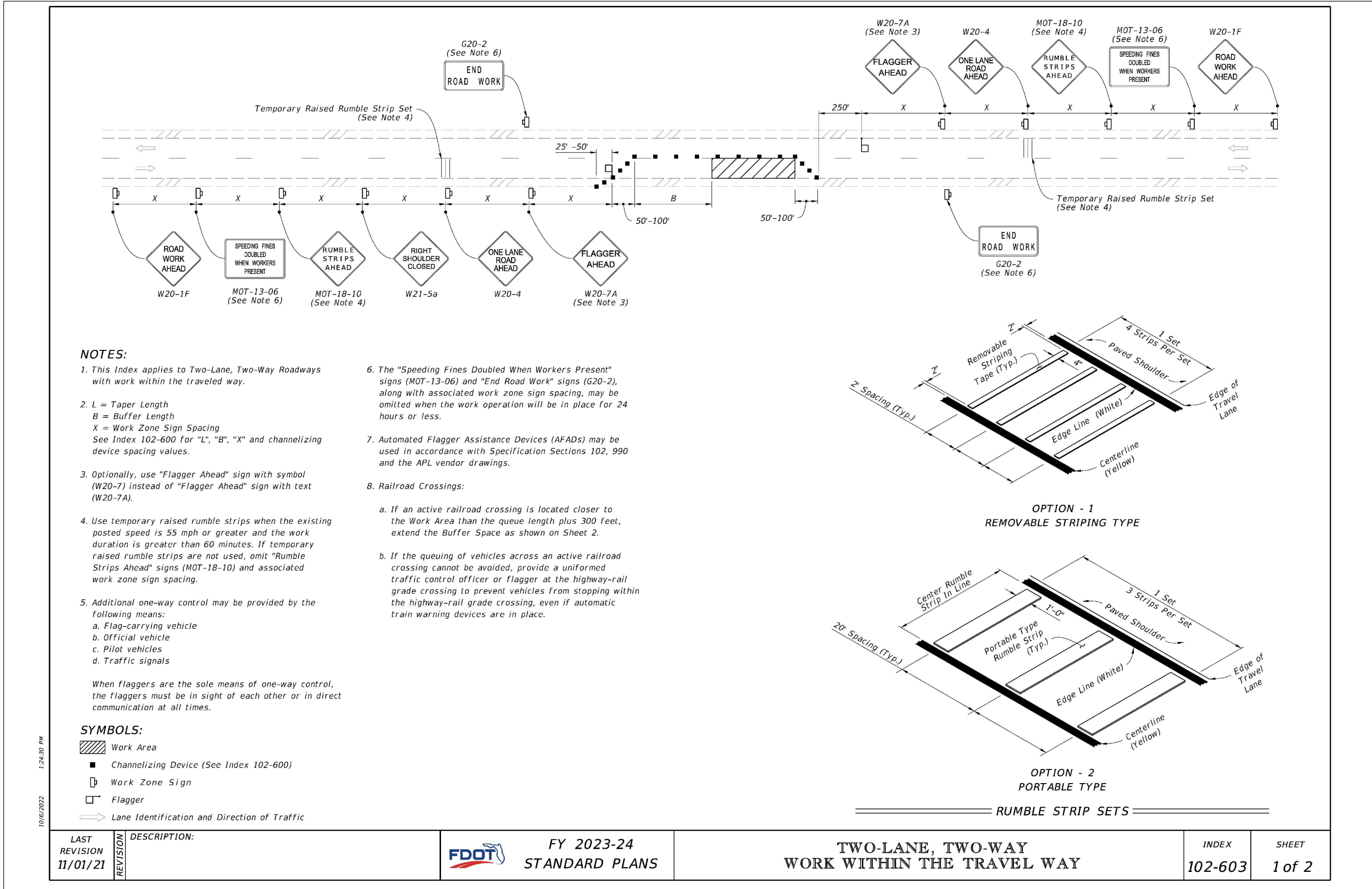
PROJECT No. 2020.018.02

DATE: 11-13-24

DRAWN BY: LCE

APPROVED BY: QTL

SHEET C7



SOLOMON'S AUTO BODY DEVELOPMENT

14451 W COLONIAL DR
WINTER GARDEN, FL 34787

FDOT STANDARD DETAILS

REVISIONS

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2	09/17/21	CITY OF WINTER GARDEN COMM.	QTL
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4	08/24/23	CITY OF WINTER GARDEN COMM.	QTL
5	07/06/24	CITY OF WINTER GARDEN COMM.	QTL
6	05/14/24	CITY OF WINTER GARDEN COMM.	QTL

CLIENT:

NESARALLI HOLDINGS LLC
14451 W COLONIAL DR
WINTER GARDEN, FL 34787

LAM
Civil Engineering, Inc.

1320 W PINE STREET
ORLANDO, FL 32805

PHONE: 407-254-0040
CELL: 407-234-8944

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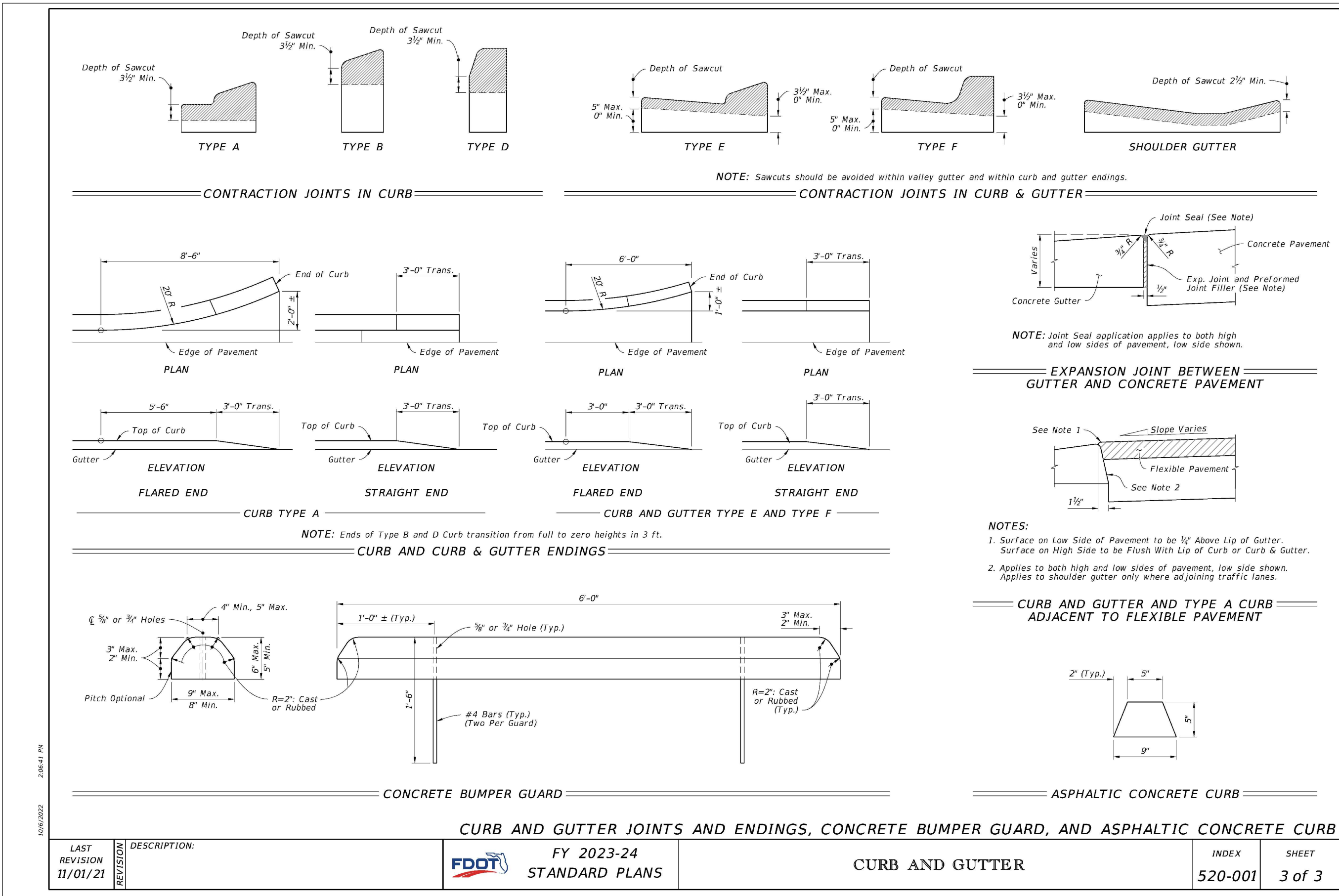
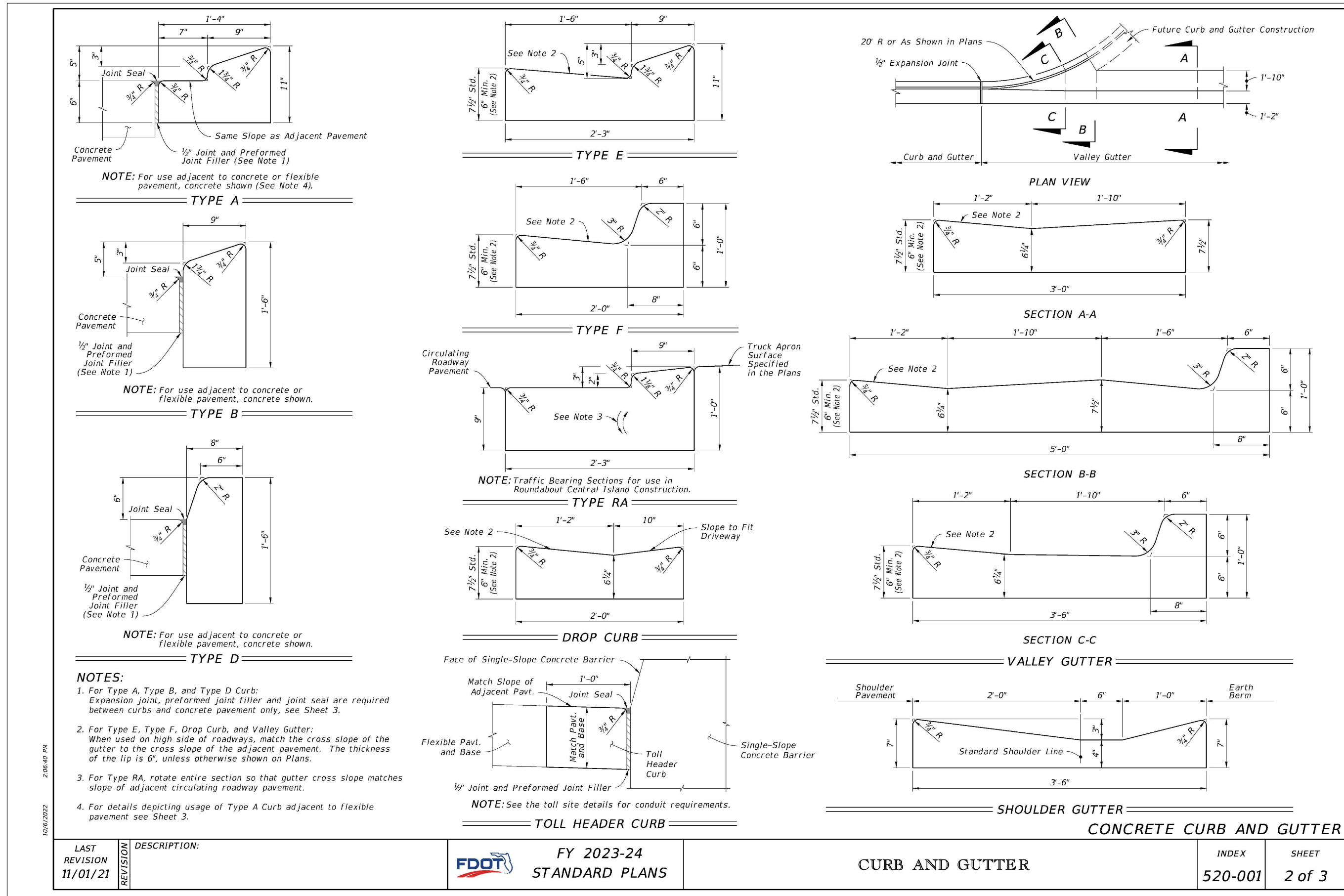
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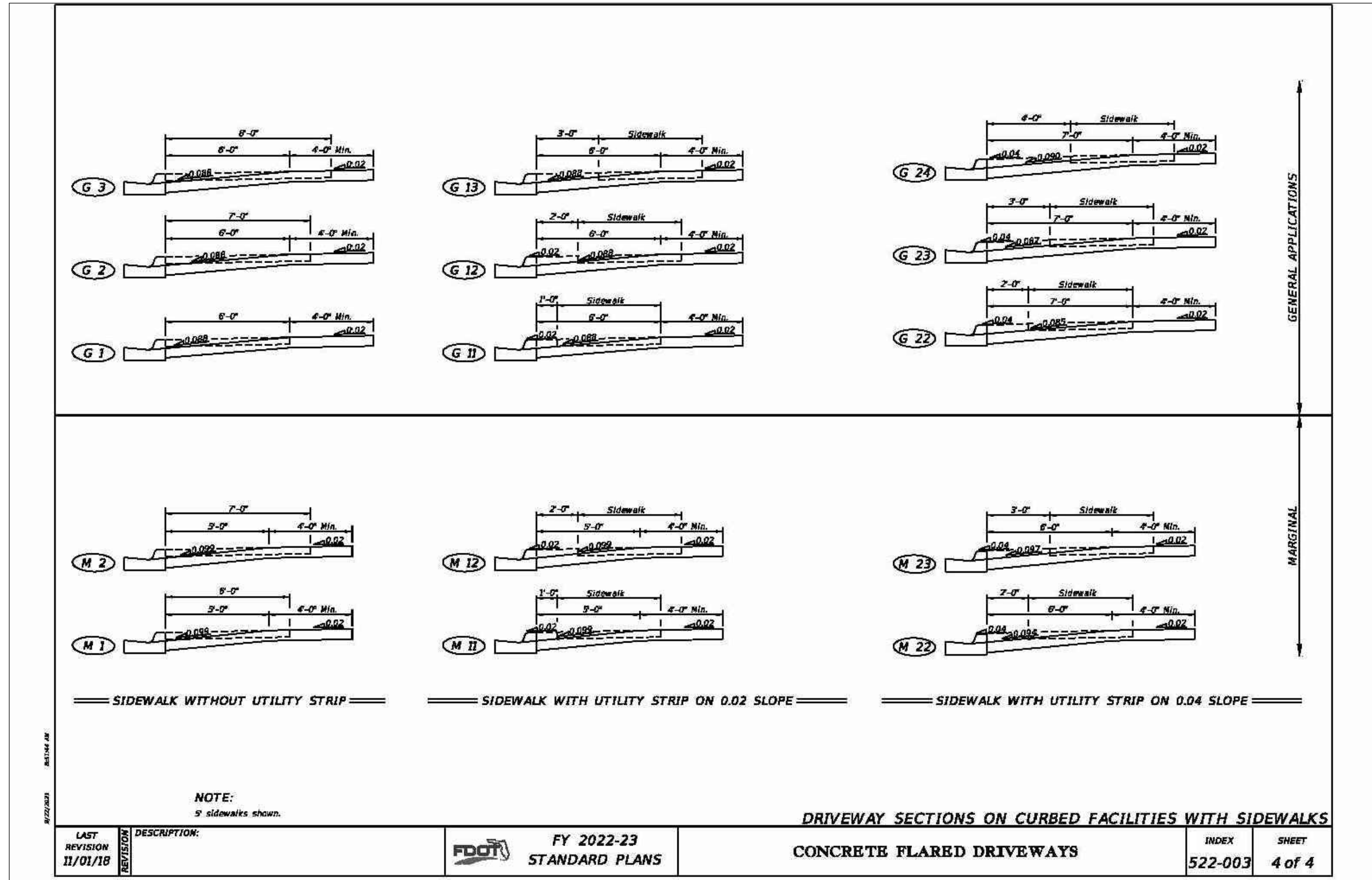
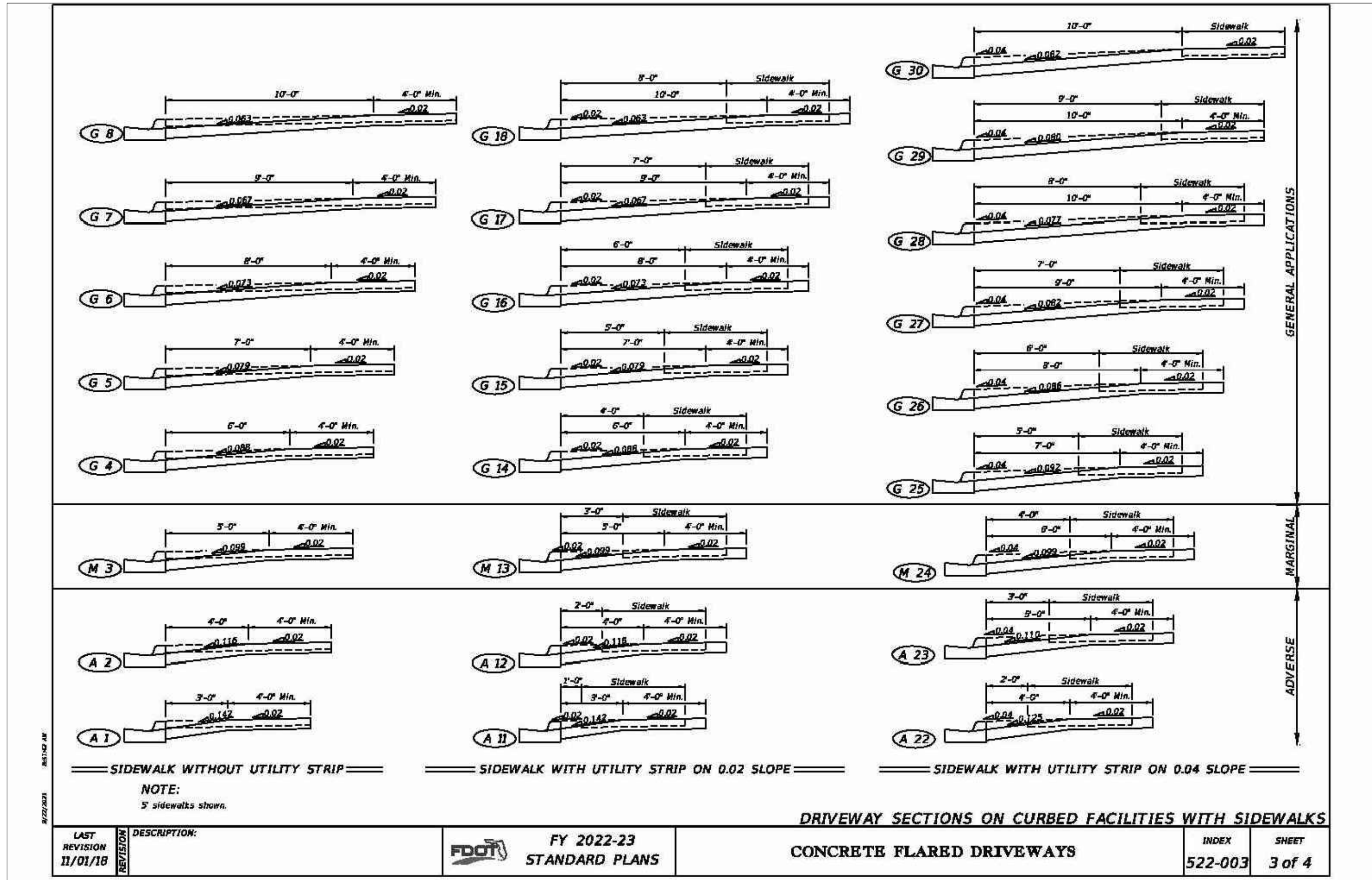
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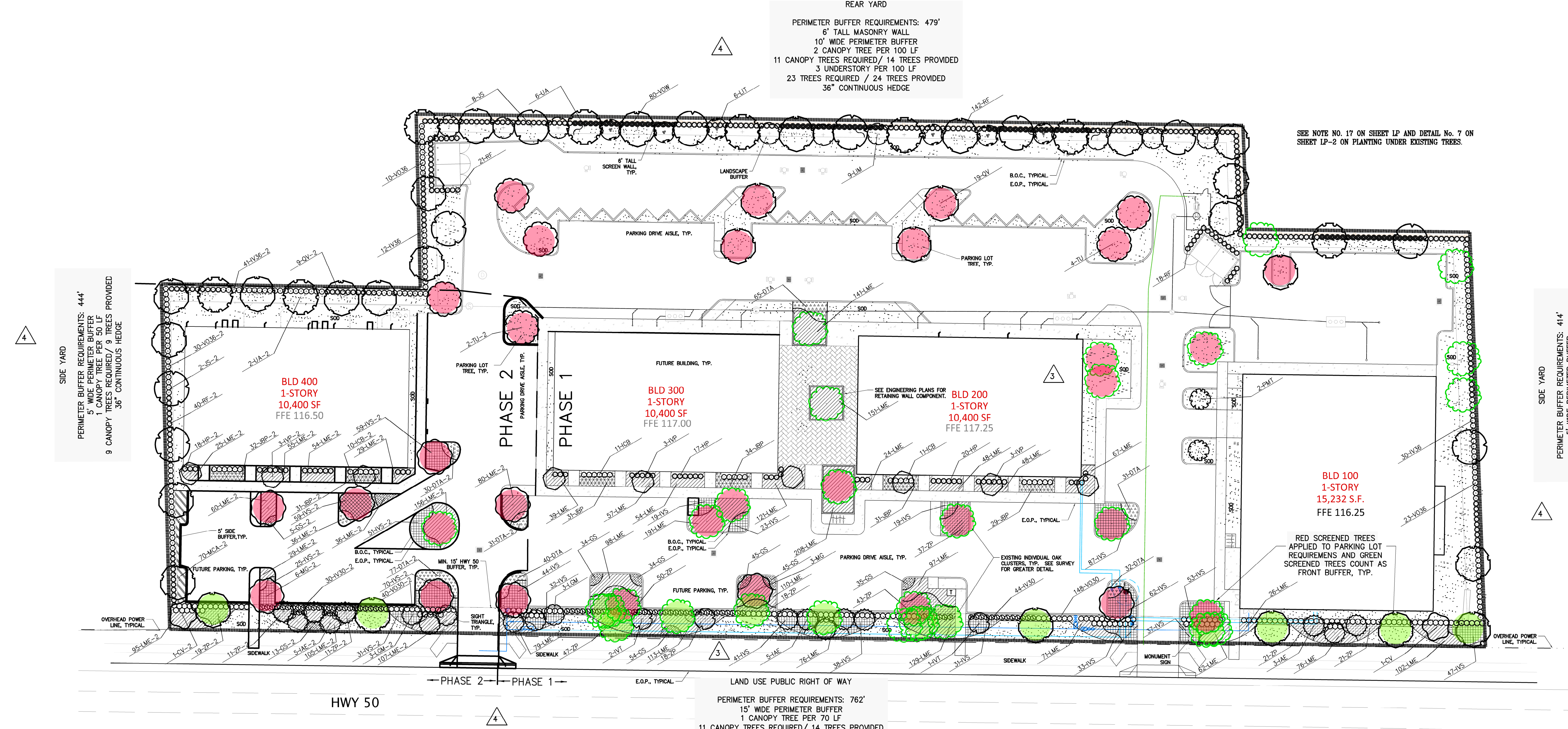
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FL REGISTRATION No. 62550

DATE

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DRAWN BY:	LCE
APPROVED BY:	QTL
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Page 39 of 190



Winter Garden Code Notes

- A fully functioning, automatically controlled irrigation system shall be designed, to promote the viability of installed trees and shrubs. This system shall provide separate zones for plants with high and low water requirements. The irrigation system shall be designed and operated to meet the requirements of Chapter 114, Artical II, Section 39 of the Winter Garden Code of Ordinances. Irrigation will be temporary for the purpose of establishing plant material.
- All landscaping shall be installed according to the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries and shall meet or exceed Standards for Florida No. 1 grade, or better, as set forth in the Florida Department of Agriculture and Consumer Services "Florida Grades and Standards for Nursery Plants 2022", and including any revisions as determined by the State Plant Board of Florida.
- Minimum 5' wide landscape buffer yard is required between internal paved areas and adjacent property line(s) and R.O.W.
- A minimum five percent of the total plants installed, not including turf, shall be Florida native plants.
- Landscape shall be installed a minimum 2.5 feet from building foundations.
- Trees, at the time of installation, shall be provided a planting area of minimum twenty-five (25) S.F., with the tree located no closer than 2.5 feet measured from the center of the tree trunk to the nearest edge of the landscaped area.
- Tree species that acquire a mature height of more than 12 feet shall not be planted under electrical distribution lines.
- Landscape areas shall use turf or plants with a drought tolerance rating of medium or higher.
- Invasive exotic plant species should be removed when the plant is not seeding or fruiting to minimize seed dispersal.
- Landscaping within sight triangles shall provide unobstructed cross-visibility. All landscaping within the Sight Triangle shall be maintained to provide visibility between two (2) feet above grade and six (6) feet in height.

LANDSCAPE CALCULATIONS

PARKING SPACE QUANTITY	=	196 SPACES
PARKING TREE QUANTITY (ONE TREE PER 10 SPACES)	=	20 TREES
PARKING AREA LANDSCAPE REQUIRED (10% OF PARKING)	=	9,083 SF
TOTAL PARKING AREA LANDSCAPE PROVIDED	=	9,083 SF *
MINIMUM 40% BEDS ON PROPOSED PARKING ISLANDS	=	3,633 SF
TOTAL PARKING BEDS AREA LANDSCAPE PROVIDED	=	3,633 SF *

TREE MITIGATION CALCULATION (PHASE 1 AND PHASE 2)	
TOTAL 12+\" CANOPY TREES REMOVED	84
MITIGATION REQUIRED (2:1)	
TOTAL REPLACEMENT TREES REQUIRED	168
CANOPY TREES PROVIDED	61
TREE MITIGATION BALANCE	107 TREE DEFICIT
COST OF CANOPY TREE INSTALLED	\$790.00
\$790.00 X 107 =	\$84,530.00
\$84,530.00	

NOTE: WHOLESALE COST OF TREE PROVIDED BY CHERRY LAKE NURSERY.
LIVE OAK, 65 GAL / 11'-12' HT / 5'-5.5\" SPREAD / 3.5\" CALIPER.

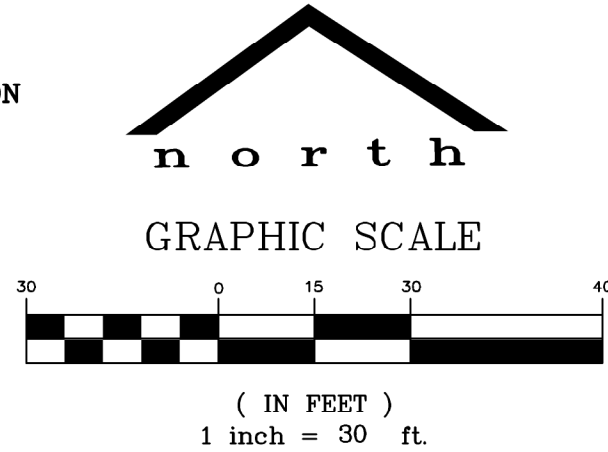
* ADDITIONAL PLANTINGS PROVIDED AT OWNER'S OPTION.

- PARKING AREA CANOPY TREE, TYP.
- R.O.W. BUFFER CANOPY TREE, TYP.
- EXISTING OAK TREE, TYP.

NOTE: SEE ENGINEER'S DEMOLITION PLANS FOR MORE DETAIL.

ABBREVIATIONS:

APPROX.	= APPROXIMATE	L.O.C.	= LIMITS OF CONSTRUCTION
B.C.	= BOTTOM OF CURB	L.P.	= LOW POINT
B.O.C.	= BACK OF CURB	MAX.	= MAXIMUM
B.O.W.	= BOTTOM OF WALL	MIN.	= MINIMUM
BTD.	= BOOTED	M.T.	= MULTIPLE TRUNK
CAL.	= CALIPER	N.I.C.	= NOT IN CONTRACT
C.C.	= COMBINED CALIPER	N.T.S.	= NOT TO SCALE
C.G.	= CONTAINER GROWN	O.A.	= OVERALL
CL.	= CENTER LINE	O.C.	= ON CENTER
C.M.T.	= CLEAR MULTIPLE TRUNK	O.D.	= OUTSIDE DIAMETER
CMU	= CONCRETE MASONRY UNIT	OPT.	= OPTIONAL
C.S.T.	= CLEAR SINGLE TRUNK	PL.	= PROPERTY LINE
C.T.	= CLEAR TRUNK	P.T.	= PRESSURE TREATED
D.B.H.	= DIAMETER BREST HIGH	QTY	= QUANTITY
EA.	= EACH	R.O.W.	= RIGHT OF WAY
EL.	= ELEVATION	S.F.	= SQUARE FOOT
E.O.P.	= EDGE OF PAVEMENT	SPRD.	= SPREAD
EX./EXG.	= EXISTING	SYM	= SYMBOL
F.O.C.	= FACE OF CURB	T.	= TALL
FT.	= FOOT	T.C.	= TOP OF CURB
GAL.	= GALLON	T.O.W.	= TOP OF WALL
G.C.	= GALLON CONTAINER	T.S.	= TOE OF SLOPE
GALV.	= GALVANIZED	TYP.	= TYPICAL
H.P.	= HIGH POINT	W.	= WIDE
I.D.	= INSIDE DIAMETER	W/	= WITH
INV.	= INVERT ELEVATION	W/O	= WITH OUT
L.A.	= LANDSCAPE ARCHITECT	ø	= DIAMETER



PLANTING PLAN

SOLOMON AUTO BODY, INC.

14451 WEST COLONIAL DRIVE
WINTER GARDEN, FLORIDA 34787

WINTER GARDEN

FLORIDA

REVISIONS	
NO.	DATE
1	8/16/23
2	2/8/24
3	11/29/24
4	1/22/25
5	4/17/25

DESCRIPTION	BY
REVISED PER SITE LAYOUT CHANGES	MJ
REVISED PER CITY COMMENTS	MJ
REVISED PER CITY COMMENTS	MJ
REVISED PER CITY COMMENTS	MJ
REVISED PER CITY COMMENTS	MJ

NO.	DATE
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REVISED PER CITY COMMENTS	MJ

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3	11/29/24
4	1/22/25
5	4/17/25

DESCRIPTION	BY
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5	4/17/25

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4	1/22/25
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DESCRIPTION

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NOTES

1. Work under these documents shall consist of preparation of planting areas, furnishing all new plant materials and planting all proposed plant materials specified herein and as shown on the drawings, notes, and specifications. Work shall also include adjustments to finished grading, furnishing and spreading topsoil, staking, watering, pruning, fertilizing, mulching, and laying sod; and maintenance and protection of plants until final acceptance by the OWNER, as well as fulfilling all; guarantee provisions.
2. Locations, elevations and dimensions of existing above and below ground utilities, structures, and other features are shown according to the best information available at the time of the preparation of these plans, but do not purport to be absolutely correct. The LANDSCAPE CONTRACTOR shall field verify the locations, elevations and dimensions of all existing features affecting his work prior to construction. The LANDSCAPE CONTRACTOR shall become familiar with all plans prepared by others that affect the landscape and irrigation work. Any discrepancies shall be brought to the attention of the LANDSCAPE ARCHITECT or OWNER.
3. It shall be the LANDSCAPE CONTRACTOR's sole responsibility to notify any interested agencies or parties of his intent to excavate and to obtain from all agencies or other interested parties locations of all existing utilities of every kind in the areas where he intends or plans to excavate. Such locations shall be obtained prior to starting construction and shall be maintained during construction. 48 hours before beginning work, contractor may call the utility owner(s) and "SUNSHINE STATE ONE" (TELEPHONE: 1-80082-8981).
4. The LANDSCAPE CONTRACTOR shall interface with other work being performed by other contractors. It will be necessary for the LANDSCAPE CONTRACTOR to coordinate and schedule activities, where necessary, with other contractors and their subcontractors.
5. The LANDSCAPE CONTRACTOR shall control runoff and erosion during construction through the use of sediment basins, straw or hay bales as appropriate.
- 6 The LANDSCAPE CONTRACTOR shall sprinkle or otherwise manually apply water to affected construction areas to control both significant wind erosion and fugitive dust. Refer to Civil Engineering Drawings for sediment control provided by General Contractor and Site Contractor as part of site work.
7. The LANDSCAPE CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or debris caused by his crews during the performance of the work. The LANDSCAPE CONTRACTOR shall remove all waste materials, debris, unused plant material, empty plant containers and all equipment from the project site, on a daily basis.
8. The LANDSCAPE CONTRACTOR shall be responsible for removing existing vegetation as required and preparing planting areas prior to installation of plant materials.
9. The LANDSCAPE CONTRACTOR shall insure adequate vertical drainage in all planted areas. Where applicable, vertical drilling through hardpan and compacted fill may be used to insure drainage. The LANDSCAPE CONTRACTOR shall insure that his work does not impact established or projected drainage patterns.
10. The GENERAL CONTRACTOR, in coordination with the LANDSCAPE CONTRACTOR, shall select a protected area or areas of the site which are free of construction-related compaction or degradation during the construction process, for the stockpiling of the horizon "O" (litter layer) and "A" (topsoil layer) of the site soil profile.
11. Any new or additional topsoil brought on site shall fall in the pH range of 4.5 to 6.5, prior to addition of fertilizers or organic amendments to support plant viability. Organic content of topsoil shall be between 3% and 15%, with pH of 4.5 - 6.5. The LANDSCAPE CONTRACTOR shall test project soils to verify that the on-site soils are acceptable for proper growth of plant materials and adequate drainage in plant beds and planters. The LANDSCAPE CONTRACTOR shall coordinate the location and procurement of existing on-site samples and replacement soils with the LANDSCAPE ARCHITECT. Representative samples shall be submitted to a certified testing laboratory for analysis. The findings shall be reviewed and approved by the OWNER or LANDSCAPE ARCHITECT prior to delivery and installation of planting materials at the job site.
12. Any area within 0' to 12' of a curb or building shall have existing soils removed and replaced with a specified planting mix. See separate written specifications for further details.
13. The GENERAL CONTRACTOR shall carry out compaction and infiltration test in accordance with the written specification.
14. Soil in parking islands and within eight feet of curbs and buildings shall be removed to a minimum depth of nine inches and replaced with fresh soil not contaminated with building materials. See Specifications for further detail concerning topsoil makeup, depth, etc.
15. When working within existing tree canopy drip lines, LANDSCAPE CONTRACTOR shall take precaution to avoid cutting major woody roots of >1" diameter. Shifting the position of the plant a few inches may help to avoid damaging tree roots. Use an 'air knife' or water jet to blow soil out of the way to find structural roots. Rehydrate roots with water, immediately. If 'jack and bore' technique is required, the process shall be executed at least 12' below the existing grade to avoid most roots.
16. When outside of tree canopy dripline, any roots of existing trees encountered during installation, and obstructing installation, shall be cut off, evenly, with clean, sharp pruning tools. Minimize damage to existing tree systems. Where possible, hand-shovel around existing roots to avoid damaging them.
17. When installing plants within existing tree drip line, use a nursery grade potting soil or soilless media, with peat, bark, perlite or vermiculite, and with a soil Ph of approximately 5.3-6.4. No 'sawdust' or sand shall be included. Micronutrients appropriate for the plant species shall included."
18. All existing plant beds and trees to remain within the construction limit line shall be left undisturbed. Existing trees, as noted on the drawings, shall be left undisturbed and protected by wooden barricades erected at the perimeter of the tree drip line(s). No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this area. Any existing plant beds or trees damaged by construction activity shall be replaced by the responsible party at their own expense.
19. Every possible safeguard shall be taken to protect building surfaces, equipment, furnishings and existing plant areas to remain (including lawn). The LANDSCAPE CONTRACTOR is responsible for any damage or injury to person or property that may occur as a result of negligence in the execution of the LANDSCAPE CONTRACTOR's work. GENERAL CONTRACTOR shall be responsible for removal of construction debris within one (1)' foot of building foundation.
20. All planting areas shall be fine graded by the LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR shall notify OWNER if site grading is inappropriate for the health of plant material.
21. The OWNER shall have the right to reject any and all work and materials which, in the OWNER'S opinion, do not meet the requirements of the planting plan, details, specifications, and these notes. The LANDSCAPE CONTRACTOR shall replace rejected work and continue specified maintenance until reinspected and acceptance. The LANDSCAPE CONTRACTOR shall remove rejected plants and materials from the planting site within 48 hours and replace with acceptable materials.
22. No plant or material substitutions or modifications to practices specified or detailed in these documents will be permitted without prior written consent of the LANDSCAPE ARCHITECT or OWNER. If specified materials are not available, LANDSCAPE CONTRACTOR shall identify the extent and quantity of the proposed substitution and submit, in writing, along with a recommended substitution that meets or exceeds the initial requirement. If the use of larger plants is approved, the root ball shall be increased in proportion to the size of the plant per Grades and Standards. Minimum container or caliper size of trees may be increased, if necessary, to provide overall plant size specified.
23. Prior to planting installation, the LANDSCAPE CONTRACTOR shall confirm the availability of all the specified plant materials, and make arrangements with the LANDSCAPE ARCHITECT if reviewing and mutually field tagging (specify plant materials), at least 2 weeks prior to procurement and delivery to the job site. The LANDSCAPE ARCHITECT of record may inspect plants at nursery. Review of Grades and Standards will occur at time of delivery at site.
24. Except for characteristic otherwise specified in these documents, all plants shall adhere to qualifications of Florida No. 1 grade, or better, as set forth in the Florida Department of Agriculture and Consumer Services "Florida Grades and Standards for Nursery Plants 2022", and including any revisions as determined by the State Plant Board of Florida. All plants shall be nursery-grown stock typical of their species or variety. They shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf, according to the accepted normal shape of the species. They shall exhibit no damaging levels of disease, abiotic disorders, or insect activity. They shall have healthy, well-developed root systems. Where there are discrepancies between the Florida Grades and Standards and the descriptions and specifications found in the plans, notes and specifications of this document, this document shall prevail. Plants called out as "Specimen" shall be Florida Fancy or better, per above mentioned standard.

25. While LANDSCAPE ARCHITECT, OWNER, or OWNER'S AUTHORIZED REPRESENTATIVE may provide input through joint visits to nurseries with the LANDSCAPE CONTRACTOR, selection of the plant is the responsibility of the LANDSCAPE CONTRACTOR. Inspection of plants shall occur at the site, and on the day of delivery.
26. LANDSCAPE CONTRACTOR shall hire an objective third-party to review the quality of the plants where delivered to the site. See Grades and Standards for related information.
27. The plant quantities shown on the landscape contract documents are for the convenience of the LANDSCAPE CONTRACTOR. Where there are discrepancies in plant quantities, the plan prevails. Spacing of plant material shall take precedence over quantity of materials indicated for planting areas. The LANDSCAPE CONTRACTOR is responsible for verifying all quantities and reporting any discrepancies to the LANDSCAPE ARCHITECT for clarification prior to award of contract and commencement of work.
28. Balled and Burlapped (B&B) trees shall be nursery grown in the field, root pruned, fertilized and irrigated a minimum 12 months prior to harvesting. Prior to shipping to the site, trees shall be harvested and cured or "hardened-off" for a minimum 6 weeks and until new roots begin growing. Certification of this shall be presented through the burlap root wrapping to the OWNER or LANDSCAPE ARCHITECT from any grower. During transport, storage, and installation trees shall be protected from desiccation and other damage per ANSI A300(Part 6)012, section 63.6.2. No chains or cables shall be used when installing plant materials. LANDSCAPE CONTRACTOR may contact "Roots Plus" Growers Association at (800) 837-4001 for names of some nurseries practicing these methods. All other trees to be container grown or as specified.
29. All plants shall be hardy under climatic conditions similar to those in the locality of the project.
30. As per these drawings and specifications, the "HL" (height) of proposed plant materials, unless otherwise specified, shall mean the actual distance as measured from the soil stress mark on the trunk or base of the plant to the top elevation of the plant. All plants shall comply with Grades and Standards for root ball size, relative to specified plant height and width.
31. All installation of plant material and related construction activity shall comply with applicable jurisdictional codes. The LANDSCAPE CONTRACTOR is responsible for obtaining all permits associated with his work.
32. The LANDSCAPE CONTRACTOR shall field stake the location of all shrub and ground cover plant bed outlines and individual trees, palms, and accent shrubs in accordance with the plans. The LANDSCAPE CONTRACTOR shall obtain the LANDSCAPE ARCHITECT'S approval to proceed with installation; prior to delivery and installation of the plant material. If existing conditions do not allow the design to be laid out as shown on plans, notify the LANDSCAPE ARCHITECT OWNER immediately.
33. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside of beds in sod areas, maintain a minimum 3' wide offset to allow for mowers to maneuver.
34. No trees shall be planted within designated utility corridors or public right of way (without RIGHT OF WAY UTILIZATION PERMIT). No plants shall be located within four feet (4') of any utility or swale centerline identified on the drawings. Field-adjust as necessary and review adjustments with LANDSCAPE ARCHITECT or OWNER, prior to installation.
35. The LANDSCAPE CONTRACTOR shall be responsible for the stability and plumb condition of all installed plant materials and replacing any damaged plant material with plants of equal size and condition of remaining thriving plants, at no cost to the owner. At no additional cost to the owner, it shall be the contractor's responsibility to prevent plants and trees from falling or being blown over and to replace all plants damaged due to inadequate guying or staking.
36. All proposed planting areas for trees, palms, shrubs, and groundcovers shall be top dressed with three (3) inches of specified Pine needle or Pine Bark Nugget mulch spread uniformly in depth over the planting beds as delineated on the plans. Mulch shall not be installed within one (1) foot of buildings. The landscape scope of work includes mulching as an integral part of the project and not as a separate cost works item.
37. The LANDSCAPE CONTRACTOR shall verify the extent of sod work in the field. The LANDSCAPE CONTRACTOR shall be responsible for providing grass sod in the areas shown on the plan / disturbed by construction activity) in sufficient quantity to provide full coverage. Additional sod required will be adjusted based on a square footage unit price. The surface of all areas to be grassed or sodded shall be prepared for the placement of sod by the LANDSCAPE CONTRACTOR. Areas to be sodded shall be amended per soils report to provide required nutrients, organic matter, etc. in the topsoil. The LANDSCAPE CONTRACTOR shall remove all debris from the areas as shown on the plan to receive sod and lay sod evenly without gaps. All joints shall be staggered. Topsoil depth in sodded areas shall be minimum 3" and graded to elevations per Civil engineering plans.
38. All other areas disturbed during construction shall be sodded or seeded and mulched with Argentine Bahia grass unless otherwise specified on the plans, details or specifications. If grass seed is specified, it shall be delivered to the job in containers with Florida Department of Agriculture tags attached, indicating the seed grower's compliance with the department's quality program.
39. The LANDSCAPE CONTRACTOR shall be responsible for removing all tree stakes and guy wires from trees which are established at the end of one (1) complete growing season, except that palms shall be staked for one (1) year. Trees which have been replaced shall remain staked for one (1) full growing season, and the owner shall be responsible for removing tree stakes and guy wires. Staking materials shall be disposed off site.
40. The LANDSCAPE CONTRACTOR shall water, mulch, weed, prune, and otherwise maintain all plants, including sod, until the irrigation system is fully operational and final acceptance by the OWNER. All plant materials shall be watered to insure plant survival, in accordance with "Florida Grades and Standards for Nursery Plants 2015".
41. Upon completion of the work, the LANDSCAPE CONTRACTOR shall notify the OWNER and the LANDSCAPE ARCHITECT in writing, and request a final inspection. Any items that are judged incomplete or unacceptable by the OWNER or the LANDSCAPE ARCHITECT shall be promptly corrected by the LANDSCAPE CONTRACTOR.
42. The LANDSCAPE CONTRACTOR shall guarantee all shrubs and groundcovers for a period of one hundred eighty (180) calendar days from the date of final acceptance in writing from the OWNER. At the time of final acceptance, the one hundred eighty (180) day guarantee period shall commence. Trees shall be guaranteed for one (1) year. Any materials which have died during this period shall be promptly replaced with specimen that meet the minimum requirements called for in these documents. The LANDSCAPE CONTRACTOR shall not be held responsible for death or damage resulting from lightning, vandalism, or from negligence by the OWNER. The OWNER shall be responsible for watering and otherwise maintaining plants during the guarantee period if a maintenance agreement is not accepted from the LANDSCAPE CONTRACTOR.
43. Contractor shall not recommend and install invasive species as replacement for plants on planting plan. See fleppc.org and invasivespecies.org for problem species.
44. The LANDSCAPE CONTRACTOR shall submit a separate proposal for a one (1) year maintenance agreement.
45. All landscape bids shall be itemized with the amounts based on per plant unit prices, including mulch, fertilizer, etc. Any substitutions, additions, or deletions will change the total amount of the CONTRACT FEE based on the above mentioned unit price criteria.
46. See landscape specifications for further requirements.
47. All trees shall be provided with uninterrupted soil volume to a depth of 3', and with no limitations such as a high water table, poor drainage, compaction, etc. Trees with mature height or spread of greater than 50 feet shall require 900 S.F. of uninterrupted open surface area. Trees with mature height or spread of between 30' and 50' shall require 400 S.F. of uninterrupted open surface area. Trees with mature height of less than 30 feet shall require 100 S.F. of uninterrupted open surface area. If necessary, trees may be planted in soil depths as shallow as 18 inches, but open surface space shall be increased to attain required soil volume for respective trees sizes. If the soil volume and open space are not available, the LC shall provide the 1A and Owner with options for the provision of adequate soil volume through the use of structural soils, root paths, etc. under adjacent pavement.

If these plans are reproduced in a different size, the scale may not be accurate.

PLANT LIST

Symbol						4	Quantity
PH 1	PH 2	Scientific and Common	Size	Space	Canopy	PH 1	PH 2
Trees & Palms							
CV	CV-2	Callistemon viminalis "Red Cluster" 'Red Cluster' Bottlebrush	45 GAL.; 11'x4'; 2.5" Cal.; 5' C.S.T	A.S.	NO	1	
IAE	IAE-2	Ilex attenuata "Eagleston" Eagleston Holly	30 GAL.; 11' x 3.5'; 2.5" Cal., 6' C.S.T.; Full;	A.S.	NO	8	
IVP	IVP-2	Ilex vomitoria "Pendula" Weeping Yaupon Holly	30 GAL.; 8'x 2.5'; 2" Cal; 4' C.S.T.; 1.5" D.B.H.	A.S.	NO	5	
IVT	IVT-2	Ilex vomitoria "Pendula" Weeping Yaupon Holly	30 GAL.; 8'x 2.5'; 2" Cal; 4' C.S.T.; 1.5" D.B.H.	A.S.	NO	3	
JS	JS-2	Juniperus silicicola Southern Red Cedar	30 GAL.; 12'x 4'; 3" Cal; 4' C.S.T.; 2 1/2" D.B.H.	A.S.	YES	8	
LIM	LIM-2	Lagerstroemia indica 'Muskogee' Lavender Crape Myrtle	30 GAL.; 8'x3.5'; 2" Cal.; 4' C.S.T	A.S.	NO	9	
LIT	LIT-2	Lagerstroemia indica 'Tuscarora' Red Crape Myrtle	30 GAL.; 8'x3.5'; 2" Cal.; 4' C.S.T	A.S.	NO	6	
LGM	LGM-2	Magnolia Grandiflora "Little Gem" 'Little Gem' Magnolia	30 GAL.; 11'x 2.5'; 2.5" Cal.; 4' C.S.T.	A.S.	NO	3	
MG	MG-2	Magnolia Grandiflora Southern Magnolia	30 GAL.; 12'x 3'; 2" Cal.; 6' C.S.T.; 1 1/2" D.B.H.	A.S.	YES	3	
PMT	PMT-2	Podocarpus macrophyllus Yew Tree	30 GAL.; 12'x 3'; 2" Cal.; 6' C.S.T.; 1 1/2" D.B.H.	A.S.	NO	2	
QV	QV-2	Quercus virginiana Live Oak	65 GAL.; 13'x 5.5'; 3.5" Cal., 6' C.S.T.; Full;	A.S.	YES	19	
TU	TU-2	Tabebuia umbellata Yellow Tabebuia	30 GAL.; 12'x 3'; 2" Cal.; 5' C.S.T.; 1 1/2" D.B.H.	A.S.	YES	4	
UA	UA-2	Ulmus alatus Winged Elm	30 GAL.; 12'x3.5'; 2" Cal.; 5' C.S.T	A.S.	A.S.	6	
Shrubs and Groundcover							
DTA	DTA-2	Dianella tasmanica 'Variegata' Variegated Tasmanian Flax Lily	1 Gal; 12" OA; 9 PPP; Full	18" O.C.		168	1
GS	GS-2	Gelsemium sempervirens Caroline Yellow Jessamine	1 Gal.; Full; 18" Runner, Min.	12" O.C.		301	
HP	HP-2	Hamelia patens 'patens' Native Firebush	3 Gal.; 24" x 24", Full	3' O.C.		37	
ICB	ICB-2	Ilex cornuta 'Burfordii' Burford Holly	3 Gal.; 24" x 24", Full	3' O.C.		22	
IV30	IV30-2	Ilex vomitoria Yaupon Holly	7-Gal.; 30"x22"; Full	3' O.C.		44	
IV36	IV36-2	Ilex vomitoria Yaupon Holly	7-Gal.; 36" x 27", Full	3' O.C.		42	
IVS	IVS-2	Ilex vomitoria 'Stokes Dwarf' Dwarf Yaupon Holly	3 Gal.; 12" x 9"; Full	24" O.C.		528	2
JBP	JBP-2	Juniperus conferta 'Blue Pacific' Blue Shore Juniper	3 Gal.; 7"x 19"	24" O.C.		60	
LME	LME-2	Liriodi muscari 'Emerald Goddess' Emerald Goddess Liriope	1 Gal; 9 PPP; Full	18" O.C.		2188	8
MCA	MCA-2	Muhlenbergia capillaris Muhly Grass	1 Gal.; 18" O.A.; Full	24" O.C.		-	
RF	RF-2	Rhododenron 'Formosa' Large Lavender Azalea	7 Gal.; 36" x 36", Full Sun Grown; Full	36" O.C.		181	
VOW	VOW-2	Viburnum obovatum 'Withlacochee' Withlacochee Walter's Viburnum	3-Gal.; 36" x 27", Full	3' O.C.		80	
VO30	VO30-2	Viburnum odoratissimum Sweet Viburnum	7-Gal.; 30"x22"; Full	3' O.C.		148	
VO36	VO36-2	Viburnum odoratissimum Sweet Viburnum	7-Gal.; 36" x 27", Full	3' O.C.		33	
ZP	ZP-2	Zamia pumila Coontie Fern	3 Gal.; 18"x18"; Min. 10+ Fronds	30" O.C.		255	
SOD	SOD	Paspalum notatum 'Argentine' Bahia Grass	Solid Sod	S.F.		-	

Ecotone Land Design
INC.
Landscape Architectural Site Planning

1880 Kings Court • Kissimmee, Florida • 34741
Phone: (407) 931225 • Fax: (407) 209-2884

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	8/16/23	REVISED PER SITE LAYOUT CHANGES	M
2	2/8/24	REVISED PER CITY COMMENTS	M
3	11/29/24	REVISED PER CITY COMMENTS	M
4	1/22/25	REVISED PER CITY COMMENTS	M

PLANTING PLAN

SOLOMON AUTO BODY, INC.

14451 WEST COLONIAL DRIVE
WINTER GARDEN, FLORIDA 34787
(407) 656-4423

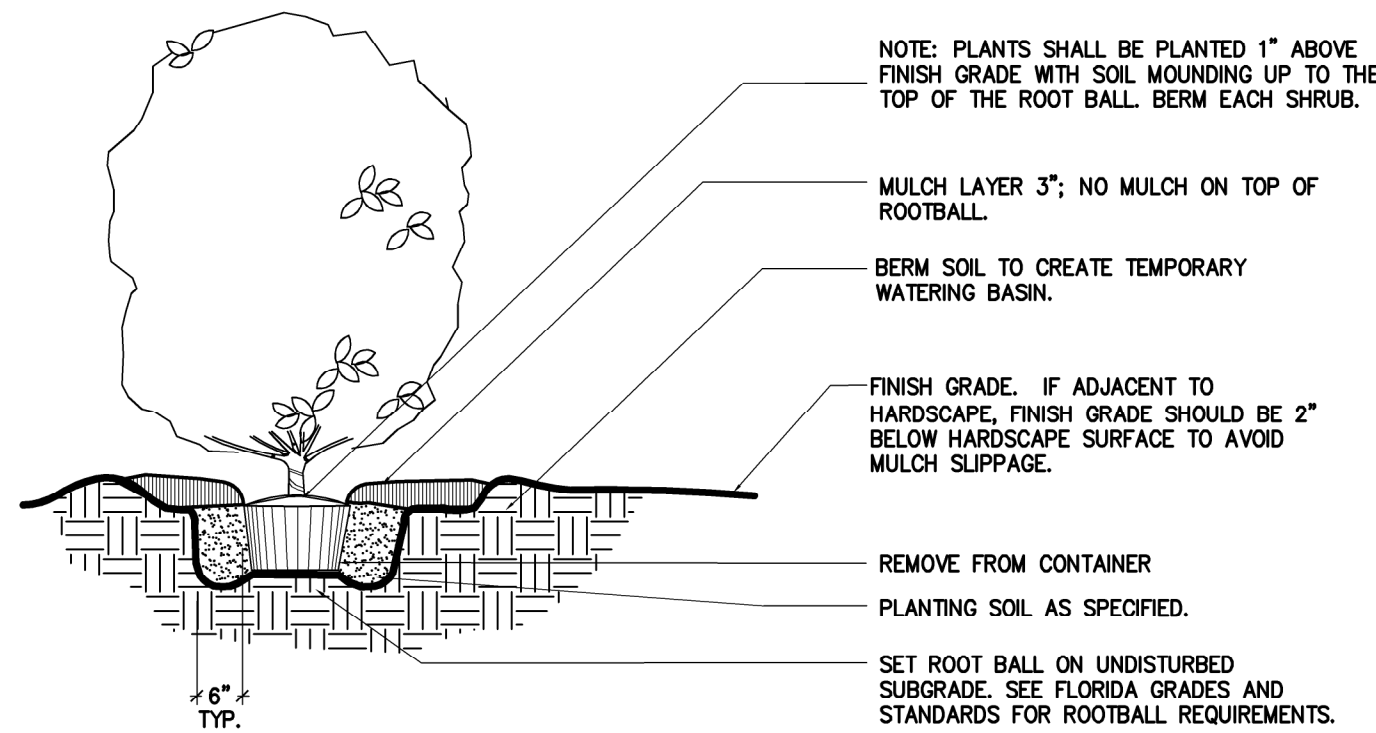
WINTER GARDEN

FLORIDA

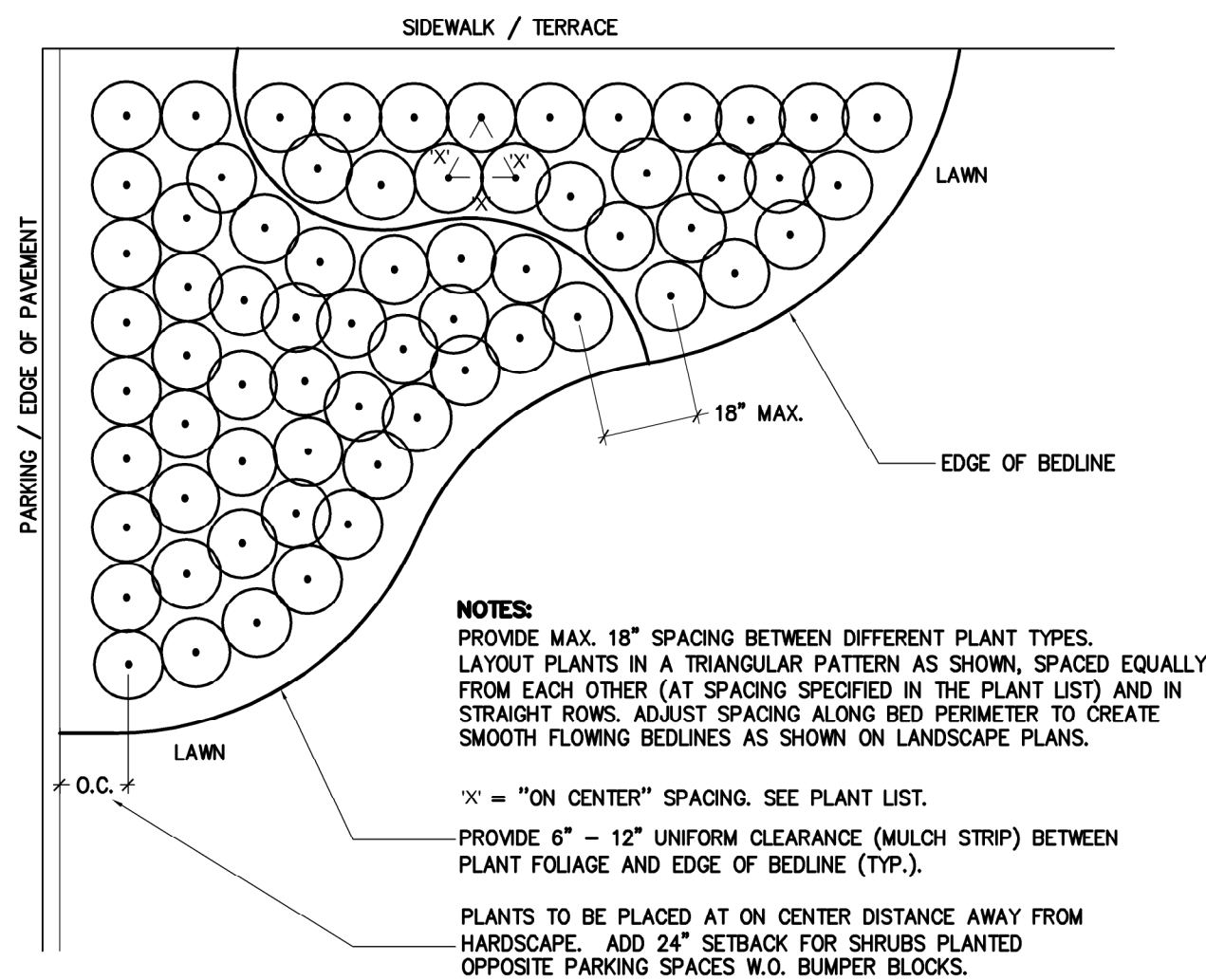
PROJECT NO./FILE NAME	20019	DESIGNED	MLJ
DATE	4/21/2023	DRAWN	MLJ
SCALE	AS SHOWN	CHECKED	MLJ
SHEET NO.	LP-2	OF	3

This has been electronically signed & sealed by Mark L. Johnson, P.L.A. on 11-22-2023. Printed copies of this document are not considered signed and the signature must be verified on any electronic copies.

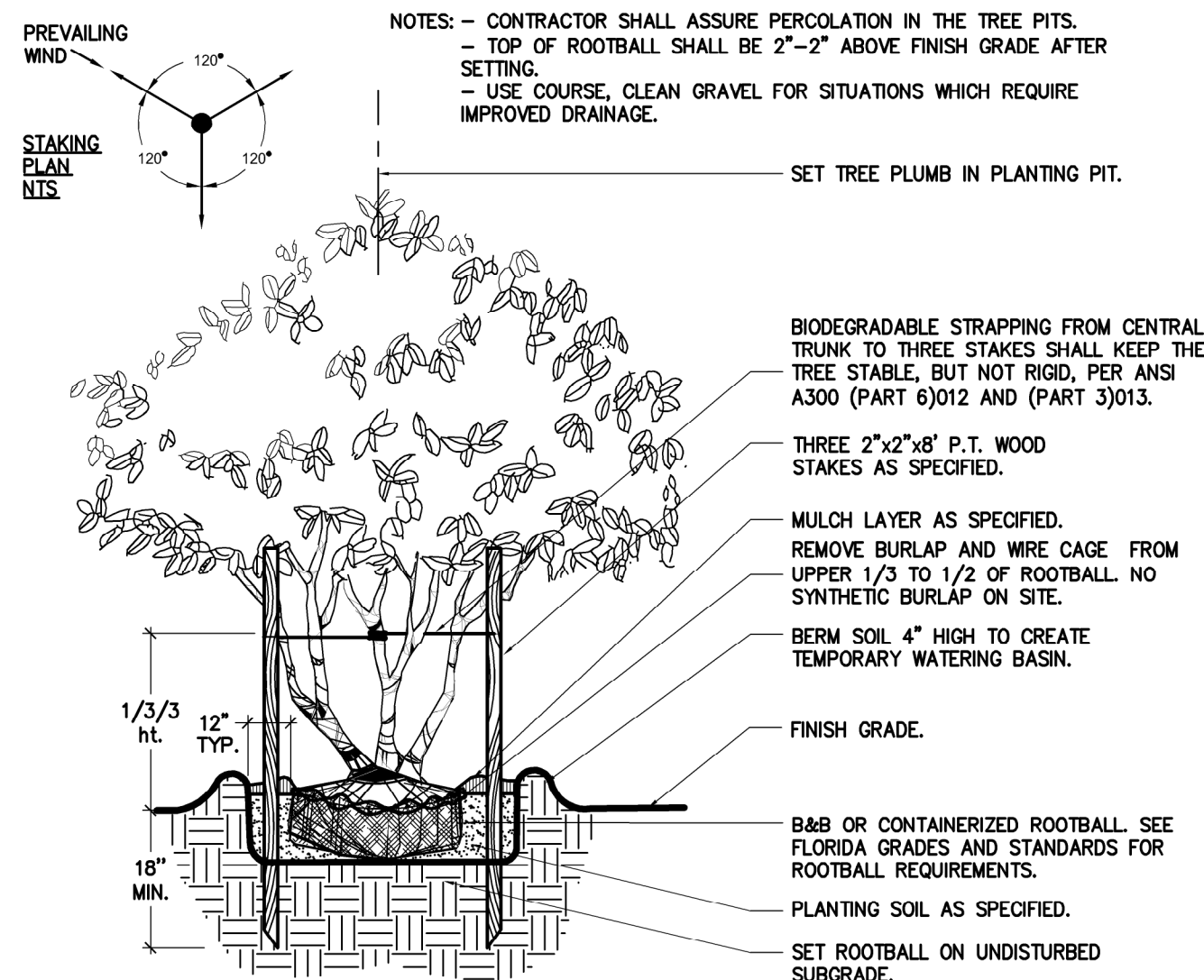
MARK LANIER JOHNSON
FLORIDA LICENSE NO. 1630



1 TYP. HEDGE PLANTING DETAIL
LP-03 SECTION SCALE: N.T.S.

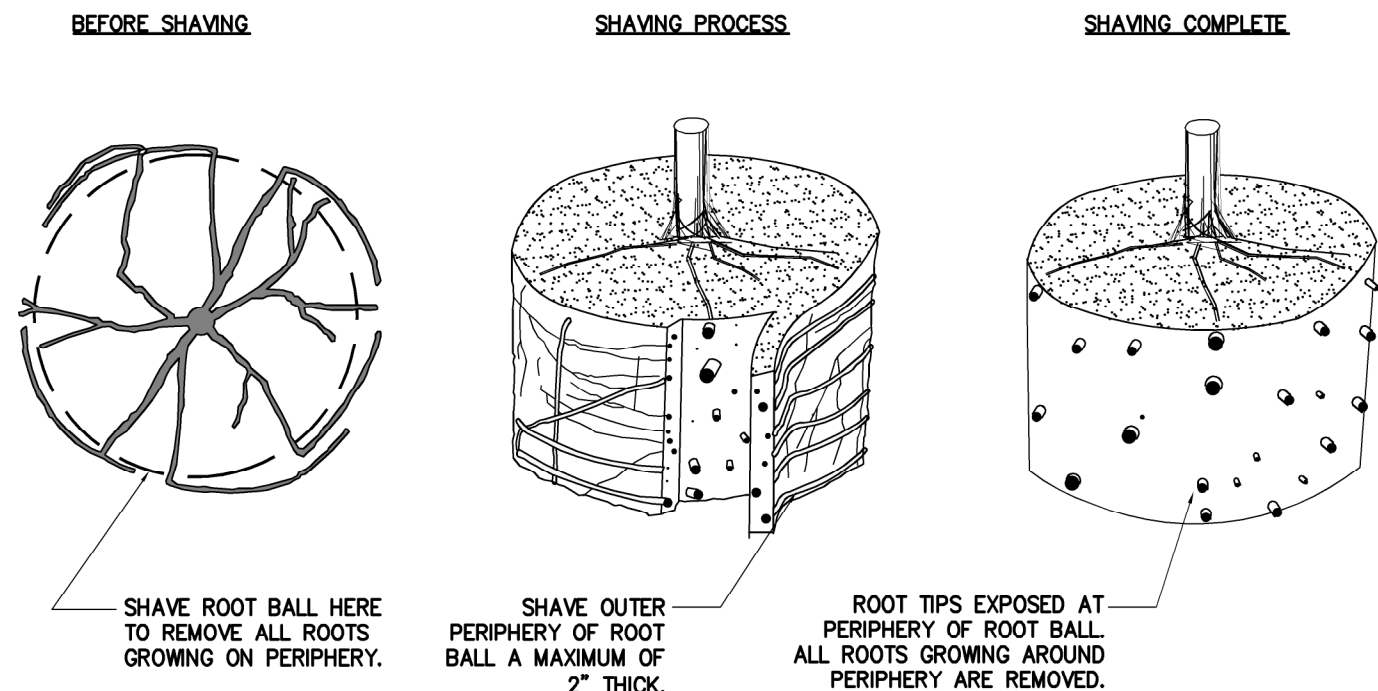


2 SHRUB/GROUNDCOVER SPACING DETAIL
LP-03 SECTION SCALE: N.T.S.

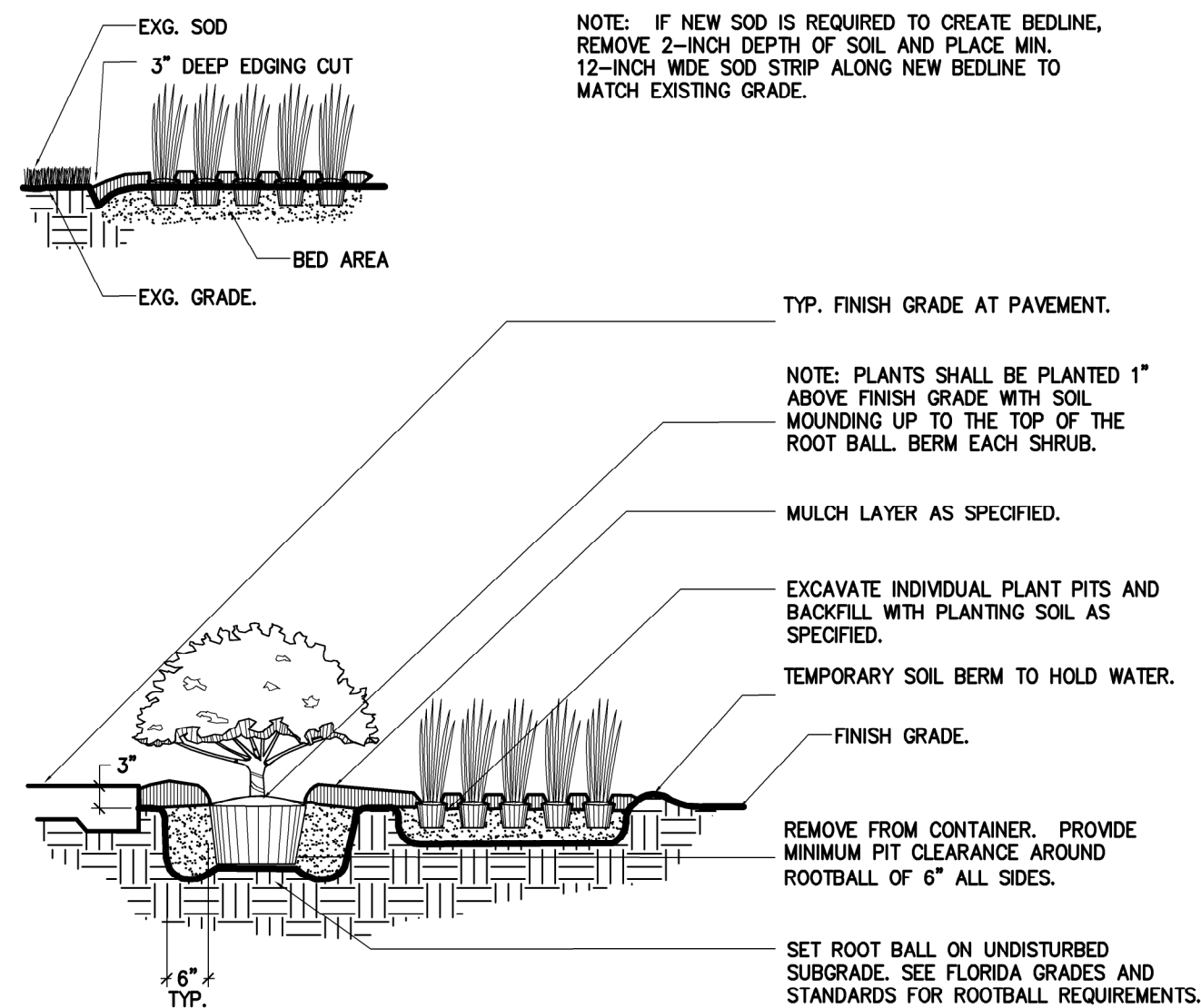


3 TYP. MULTI-TRUNK PLANTING DETAIL
LD-03 SECTION SCALE: N.T.S.

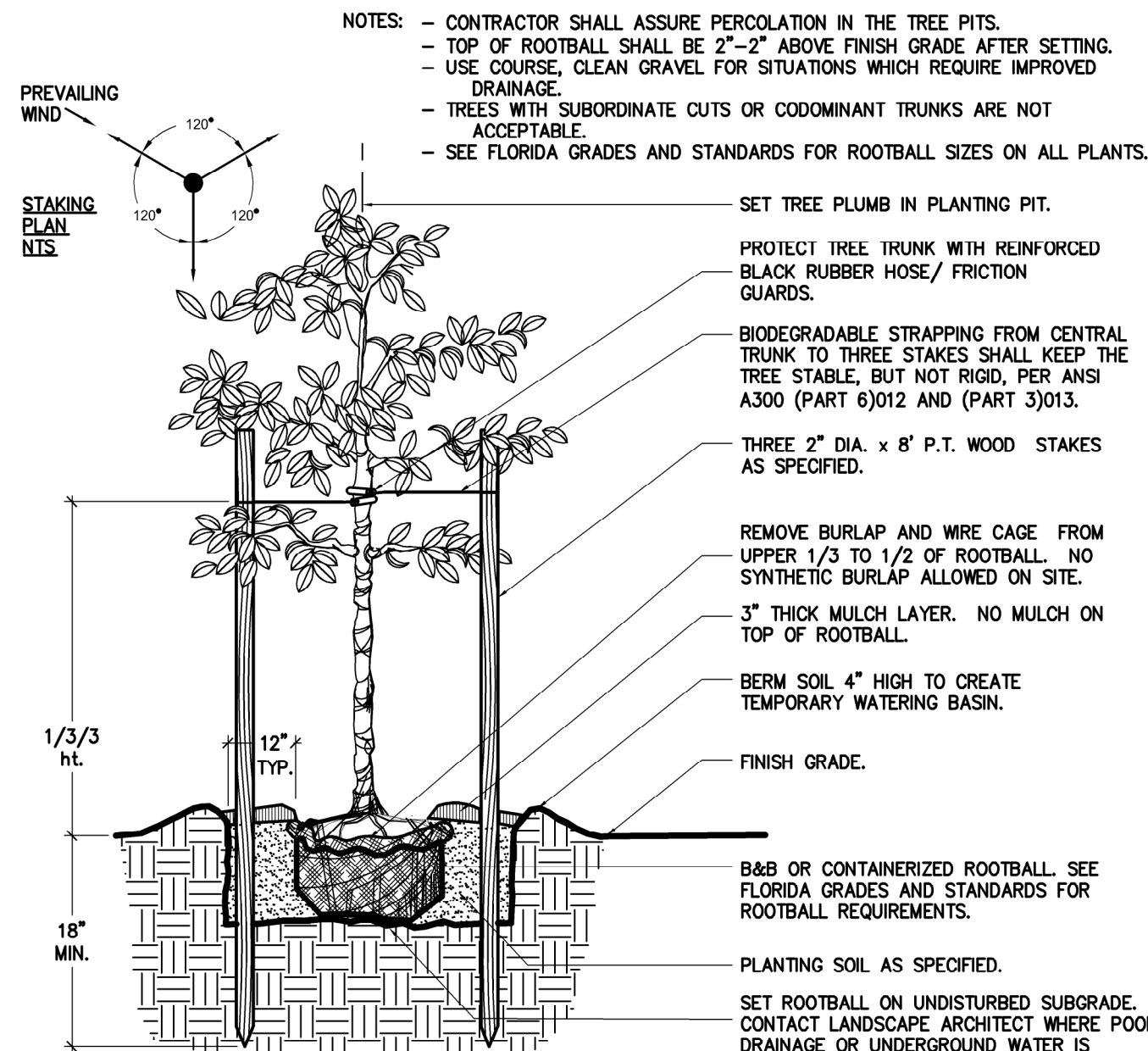
- NOTES: - CONTRACTOR SHALL USE A CLEAN, SHARP BLADE OR HAND SAW, ELIMINATING NO MORE THAN NEEDED TO REMOVE ROOTS ON THE PERIPHERY OF ROOT BALL.
- SHAVING CAN BE PERFORMED JUST PRIOR TO PLANTING OR AFTER PLACING IN THE HOLE.
- CUT ROOT TANGENT TO THE TREE TRUNK.
- IRRIGATE ROOTBALL AND SURROUNDING SOIL THOROUGHLY, WITHIN ONE HOUR FOLLOWING ROOT PRUNING AND TWICE WEEKLY FOR TWO MONTHS.
- TREES THAT RETAIN ENCIRCLING LATERAL ROOTS AFTER PRUNING ARE NOT ACCEPTABLE.



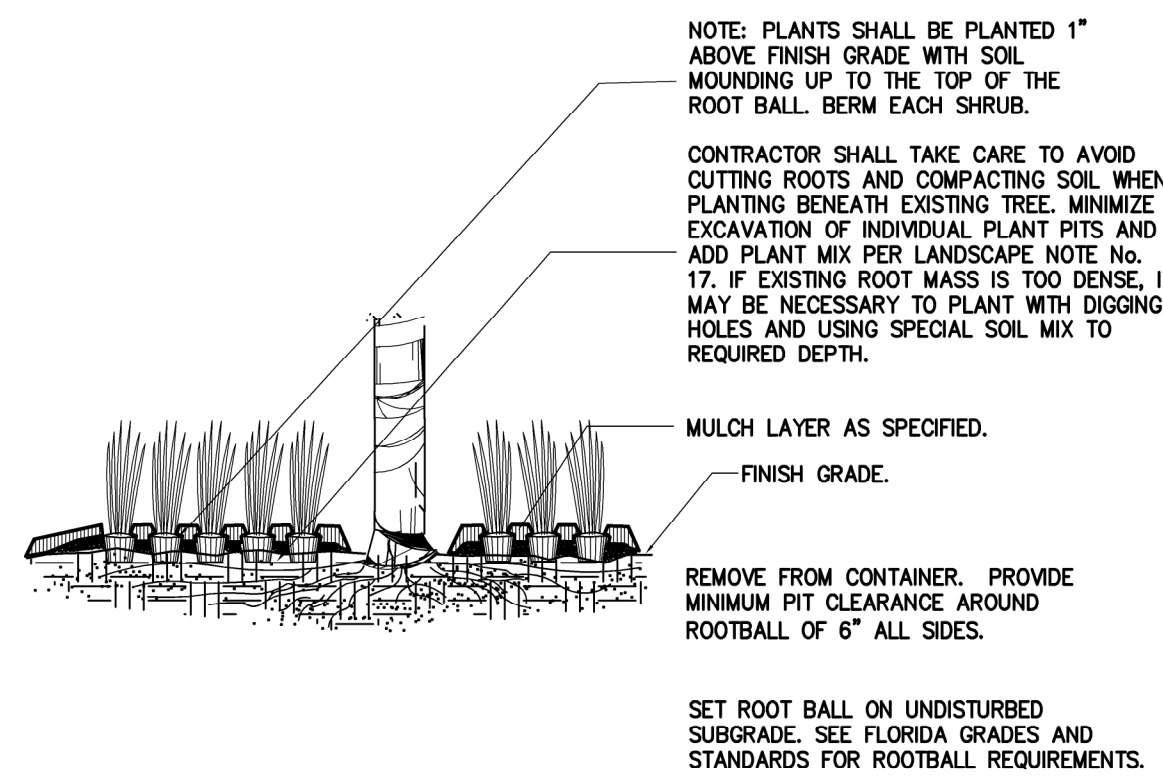
4 TYP. ROOT BALL SHAVING DETAIL
LP-03 SECTION AND ELEVATION SCALE: N.T.S.



5 PLANTING DETAIL
LP-03 SECTION SCALE: N.T.S.



6 TYP. SMALL TREE PLANTING DETAIL
LP-03 SECTION SCALE: N.T.S.



7 PLANTING BENEATH EXISTING TREE
LP-03 SECTION SCALE: N.T.S.

PLANTING PLAN

SOLOMON AUTO BODY, INC.

14451 WEST COLONIAL DRIVE
WINTER GARDEN, FLORIDA 34787
(407) 656-4223

FLORIDA

WINTER GARDEN

PROJECT NO./FILE NAME	DESIGNED
20019	MLJ
DATE	DRAWN
4/21/2023	MLJ
SCALE	CHECKED
AS SHOWN	MLJ

SHEET NO.	OF
LP-2	3

This has been electronically signed & sealed by Mark L. Johnson, RLA, on 1-22-2025. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

MARK LANIER JOHNSON
FLORIDA LICENSE NO. 1830

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

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NO.	DESCRIPTION

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REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

REVISIONS	
NO.	DESCRIPTION

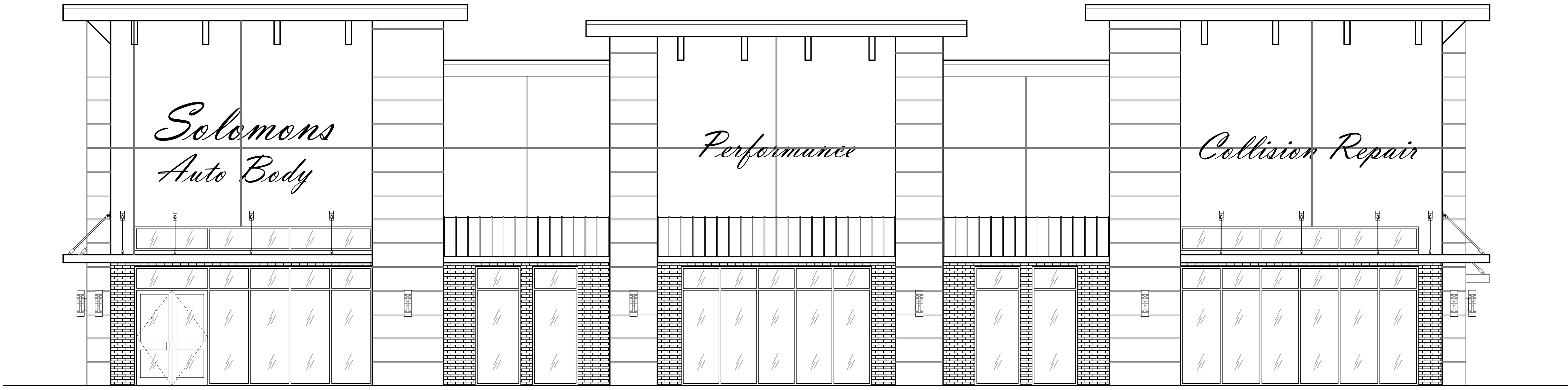
REVISIONS	
NO.	DESCRIPTION

DRAWING INDEX	
SHEET NO.	SHEET TITLE
A-1.0	INDEX
A-2.0	1ST. FLOOR PLAN
A-2.1	MEZZ. FLOOR PLAN
A-2.2	ROOF PLAN
A-2.3	ROOF PLAN- CANOPY & AWNING
A-3.0	EXTERIOR ELEVATIONS
A-3.1	EXTERIOR ELEVATIONS & BUILDING SECTION
A-4.0	WALL SECTIONS
A-4.1	WALL SECTIONS
A-4.2	WALL SECTIONS

APPLICABLE BUILDING CODES: COMMERCIAL	
2023 Florida Building Code, Building, Eighth Edition 2023 Florida Building Code, Mechanical, Eighth Edition 2023 Florida Building Code — Accessibility, 8th Edition 2023 Florida Building Code, Mechanical, Eighth Edition with latest Supplements 2023 Florida Building Code, Plumbing, Eighth Edition National Electrical Code 2020 & FBC 2023 Energy Code 8th Edition Florida Fire Prevention Code 8th edition NFPA 101 Life Safety Code (2021) with Florida Amendments NFPA 1 Uniform Code (2021) with Florida Amendments	

BUILDING DATA	
BUILDING TYPE	TYPE UNSPRINKLED
OCCUPANCY CLASSIFICATION	GROUP S-1 Motor Vehicle Repair Garage
OCCUPANT LOAD	74 PEOPLE
NO. OF STORIES	1
BUILDING HEIGHT	26'-0"
BUILDING AREA	1ST. FL. 15,548 S.F. MEZZ. FL. 952 S.F. GROSS TOTAL 16,500 S.F.

BUILDING # 100
Solomons
Auto Body



KAD Designs, Inc.
6900 Touristek Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kad@designs@gmail.com

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REVISIONS

CONTRACTOR:

PROJECT:
COMMERCIAL BUILDING
Building #100 - Solomons Auto Body
14451 W Colonial Drive
Winter Garden, FL 34787

SHEET TITLE:
INDEX

COMMERCIAL CODE COMPLIANCE:
THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE
REQUIREMENTS OF THE 2023 FLORIDA BUILDING CODE (FBC),
SECTION 1604.05, EXCEPT WHERE SHOWN OTHERWISE.
1. BASIC WIND SPEED - HURRICANE RESISTANCE (HURRICANE RESISTANCE TYPE I)
2. CONSTRUCTION TYPE - SINGLE FAMILY RESIDENCE (TYPE I)
3. WIND EXPOSURE CATEGORY - C
4. WIND EXPOSURE CATEGORY - C
HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.0

SCALE: AS SHOWN
DRAWN BY: GJK

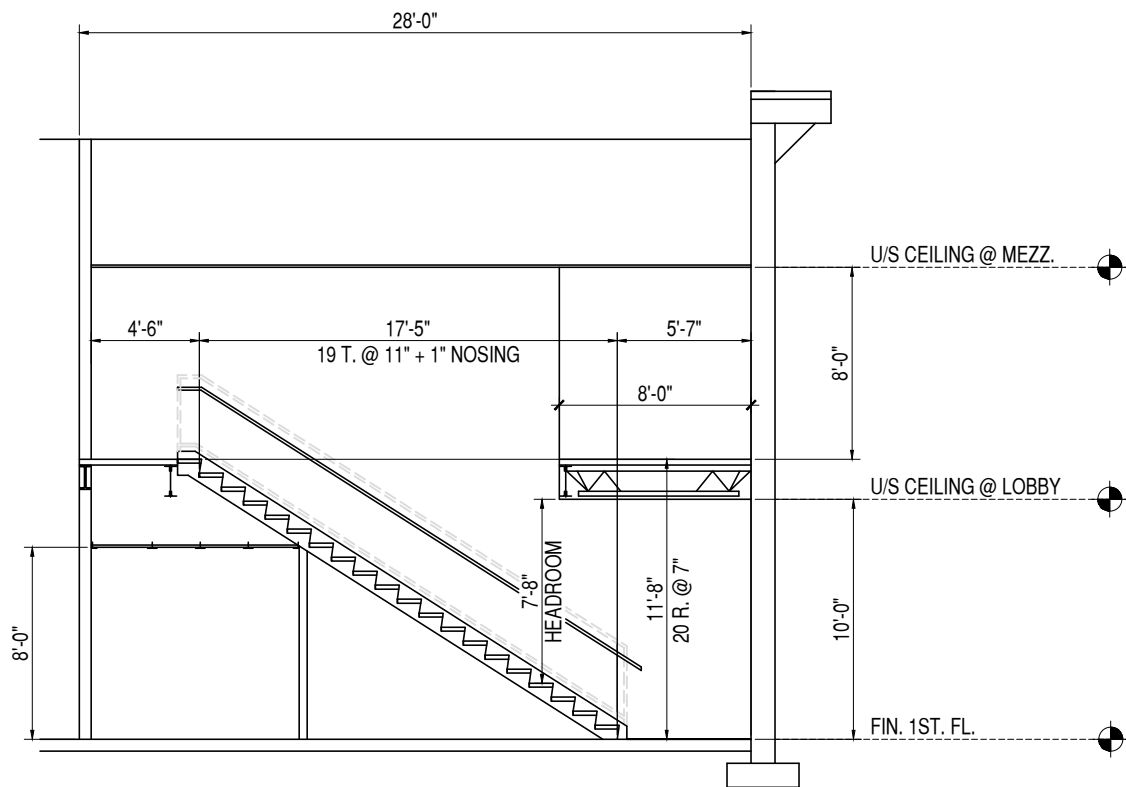
DATE: 03-25-2025

PROJECT NO:

KAD 3653

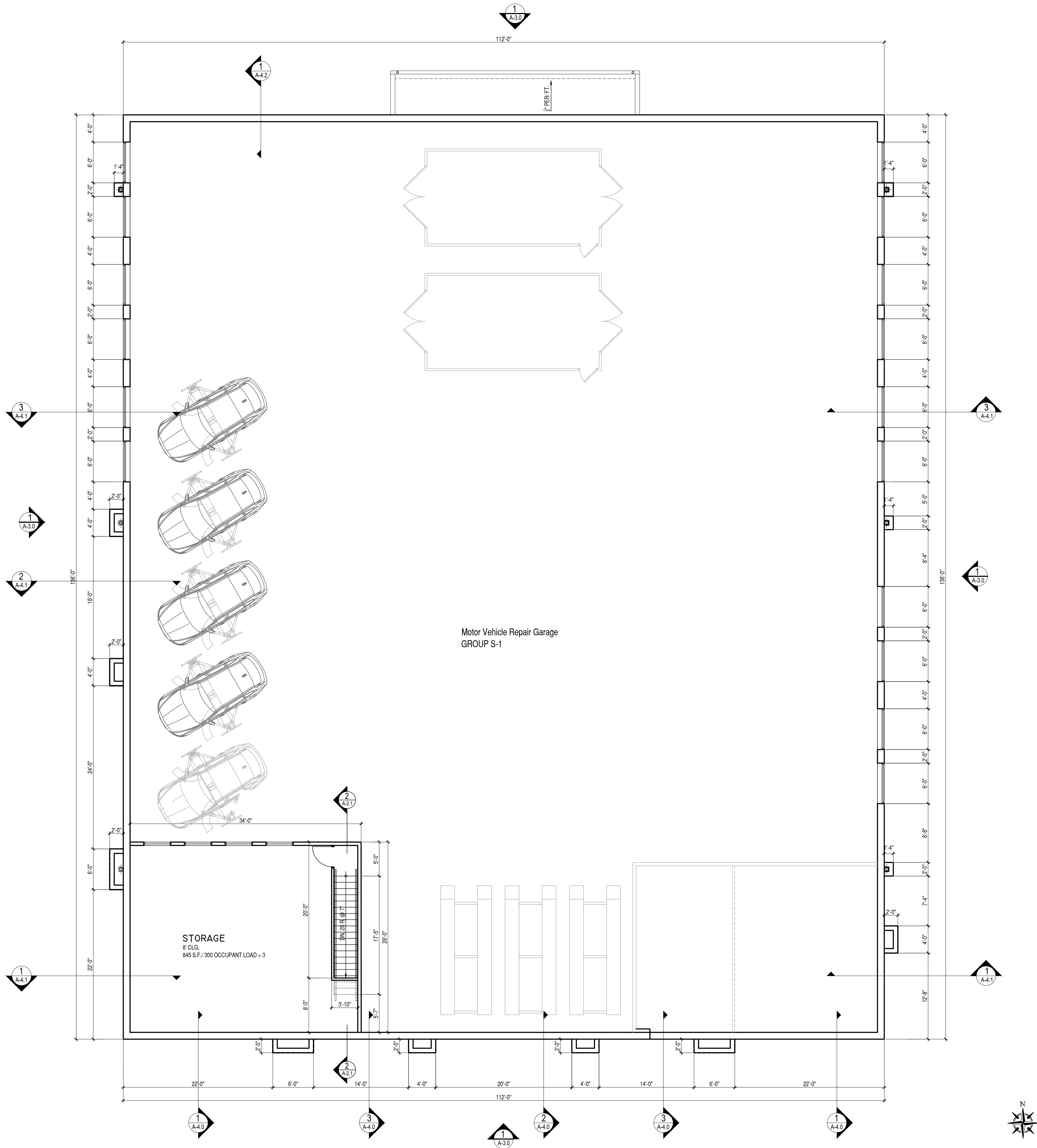
SHEET NO:

A-1.0

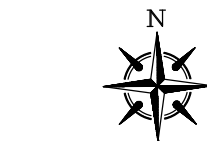


SECTION
SCALE 1/8" = 1'-0"

2
A-2.1



MEZZ. FLOOR PLAN
SCALE 1/8" = 1'-0"



KAD Designs, Inc.

6900 Twistack Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kadesigns@gmail.com

SCALE: AS SHOWN
DRAWN BY: gk
DATE: 03-25-2025
PROJECT NO:
KAD 3653
SHEET NO:

A-2.1

SHEET TITLE:
FLOOR PLANS & SECTION

PROJECT:
COMMERCIAL BUILDING
Building #100 - Solomons Auto Body
14451 W Colonial Drive
Winter Garden, FL 34787

REVISIONS

CONTRACTOR:

COMMERCIAL CODE COMPLIANCE:
THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE
REQUIREMENTS OF THE FOLLOWING:
SECTION 1804 MINIMUM LIVING AREA (L.L.)
1. BASIC WIND SPEED - HURRICANE RESISTANCE (TYPE I)
2. CONSTRUCTION TYPE - SINGLE FAMILY RESIDENCE (TYPE I)
3. WIND EXPOSURE CATEGORY - C
HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.0

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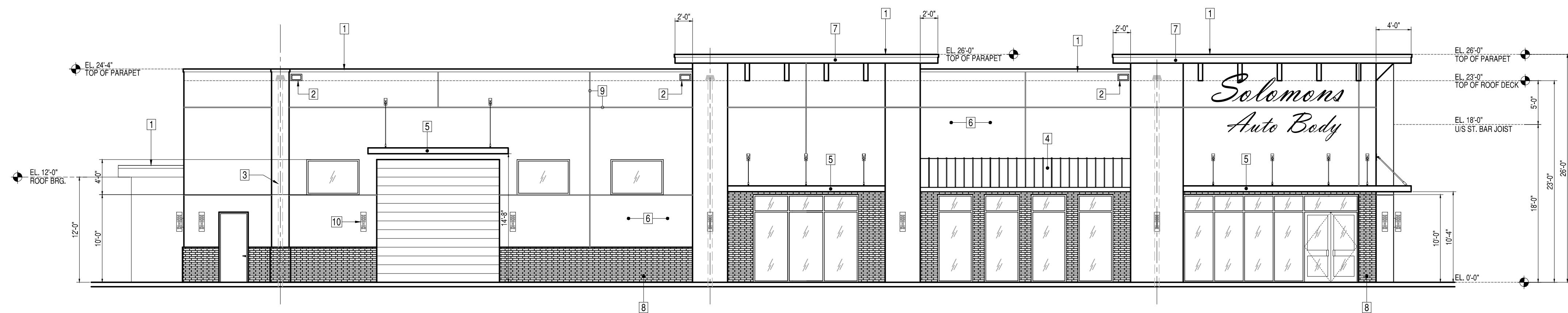
ROOF DRAINS PROVIDED = 6

SCALE 1/8" = 1'-0"

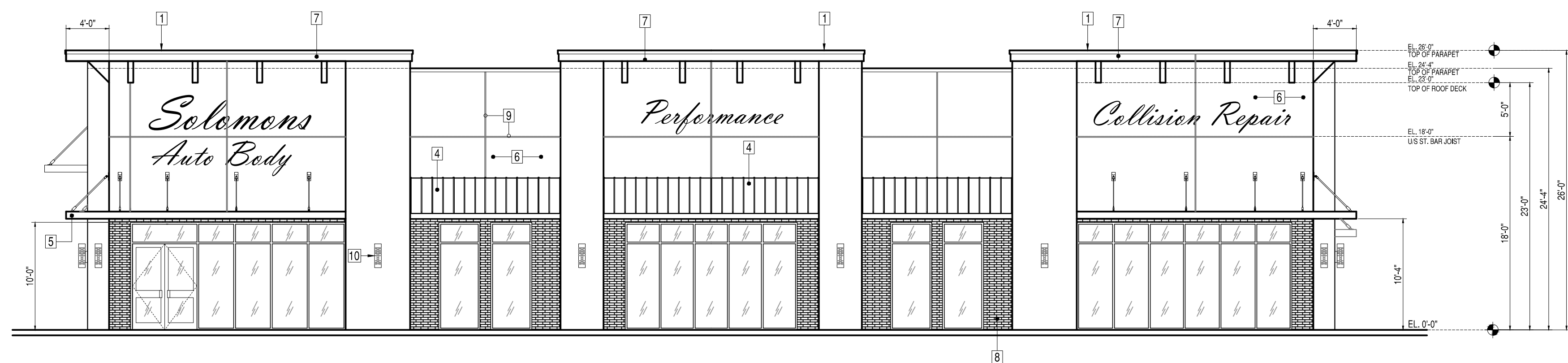
1
A-2.2

A-2.2

KAD — *Designs Inc.*
6900 Towneview Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax: 407-344-1322 Email: karim.kaddesdesigns@gmail.com



WEST ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

REVISIONS

CONTRACTOR:

PROJECT :
COMMERCIAL BUILDING
Building #100 - Solomons Auto Body
14451 W Colonial Drive
Winter Garden, FL 34787

SHEET TITLE :
ELEVATIONS

COMMERCIAL CODE COMPLIANCE:

THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF THE 1991 EDITION (2013) SECTION 1609 AND INCLUDING AS E-22.

1. BASIC WIND SPEED: 120 MPH (AS PER CODE)

2. BASIC CATEGORY 2: 10 MPH ULTIMATE WIND SPEED (V_U) AND 108 MPH (V_W)

3. WIND EXPOSURE TYPE - SINGLE FAMILY RESIDENCE (TYPE V)

4. INTERNAL PRESSURE COEFFICIENT FOR ENCLOSED BUILDING IS .16 AND HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS .40

SCALE : AS SHOWN
DRAWN BY : qk'
DATE : 05-23-2025
PROJECT NO:
KAD 36
SHEET NO:

A-3.0

K&D *Designs Inc.*

Designs Inc.
6900 Townest Lakes Blvd. Suite 400 Orlando Florida 32827 Tel. 407-344-4122

Email: karim.kaddesigns@gmail.com

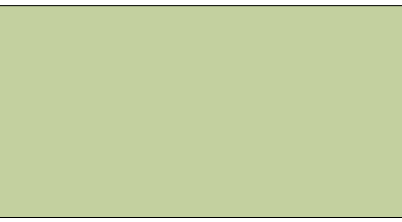
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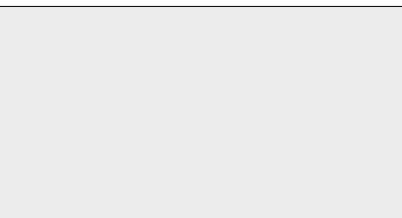


East Elevation

SHERWIN WILLIAMS
SW 6437
HAVEN



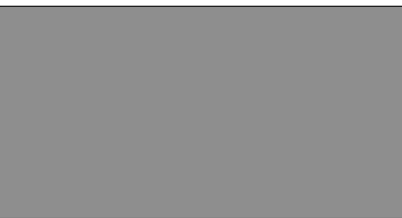
SHERWIN WILLIAMS
SW 6542
NATURAL WHITE



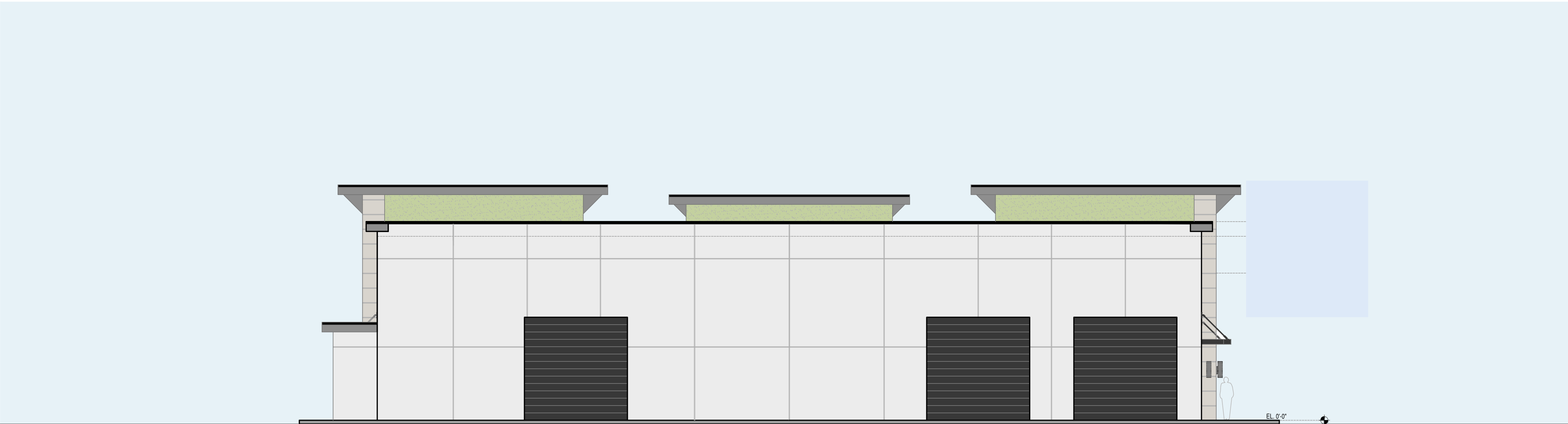
SHERWIN WILLIAMS
SW 7035
AESTHETIC WHITE



SHERWIN WILLIAMS
SW 9192
AFRICAN GRAY



SHERWIN WILLIAMS
SW 7069
IRON ORE



North Elevation

KAD - Designs Inc.

6900 Touristway Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kaddesigns@gmail.com

SCALE: AS SHOWN
DRAWN BY: gk
DATE: 01-18-2024
PROJECT NO:
KAD 3653

SHEET NO:
A-3.1-C

SHEET TITLE:

ELEVATIONS

PROJECT:
COMMERCIAL BUILDING
Building #100 - Solomons Auto Body
14451 W Colonial Drive
Winter Garden, FL 34787

CONTRACTOR:

REVISIONS

1. THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE
MINIMUM REQUIREMENTS OF THE FLORIDA BUILDING CODE (FBC) AND
FOLLOWING STANDARDS:
2. FBC CATEGORY I, SINGLE FAMILY RESIDENCE (TYPE I)
3. WIND EXPOSURE CATEGORY C
4. HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.48

DRAWING INDEX	
SHEET NO.	SHEET TITLE
A-1.0	INDEX
A-2.0	FLOOR PLAN
A-3.0	EXTERIOR ELEVATIONS
A-3.0-C	COLORED EXTERIOR ELEVATIONS

APPLICABLE BUILDING CODES: COMMERCIAL	
Florida Building Code 8th edition (2023)	
National Electrical Code 2020 & FBC 2023 Energy Code 8th Edition	
FBC Florida Energy Code 8th edition (2023)	
FBC Mechanical 8th edition (2023)	
FBC Plumbing Code 8th edition (2023)	
Florida Fire Prevention Code 8th edition	
NFPA 101 Life Safety Code (2021) with Florida Amendments	
NFPA 1 Uniform Code (2021) with Florida Amendments	

BUILDING DATA	
BUILDING TYPE	II-B UNSPRINKLED
OCCUPANCY CLASSIFICATION	GROUP B BUSINESS & GROUP M MERCANTILE
NO. OF STORIES	1
BUILDING HEIGHT	23'-0"
BUILDING AREA	GROSS AREA= 10,448 S.F.

BUILDING # 200, #300 & #400



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PROJECT: COMMERCIAL BUILDING Building #200, 300 & 400 14451 W Colonial Drive Winter Garden, FL 34787

CONTRACTOR:

SHEET TITLE: INDEX

COMMERCIAL CODE COMPLIANCE - THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FOLLOWING: 1. FLORIDA BUILDING CODE 8TH EDITION (2023) 2. NATIONAL ELECTRICAL CODE 2020 & FBC 2023 ENERGY CODE 8TH EDITION 3. FBC FLORIDA ENERGY CODE 8TH EDITION (2023) 4. FBC MECHANICAL 8TH EDITION (2023) 5. FBC PLUMBING CODE 8TH EDITION (2023) 6. FLORIDA FIRE PREVENTION CODE 8TH EDITION 7. NFPA 101 LIFE SAFETY CODE (2021) WITH FLORIDA AMENDMENTS 8. NFPA 1 UNIFORM CODE (2021) WITH FLORIDA AMENDMENTS 9. AS SHOWN ON THESE DRAWINGS 10. ANY OTHER APPLICABLE CODES OR STANDARDS

SCALE: AS SHOWN

DRAWN BY: JGK

DATE: 01-18-2024

PROJECT NO:

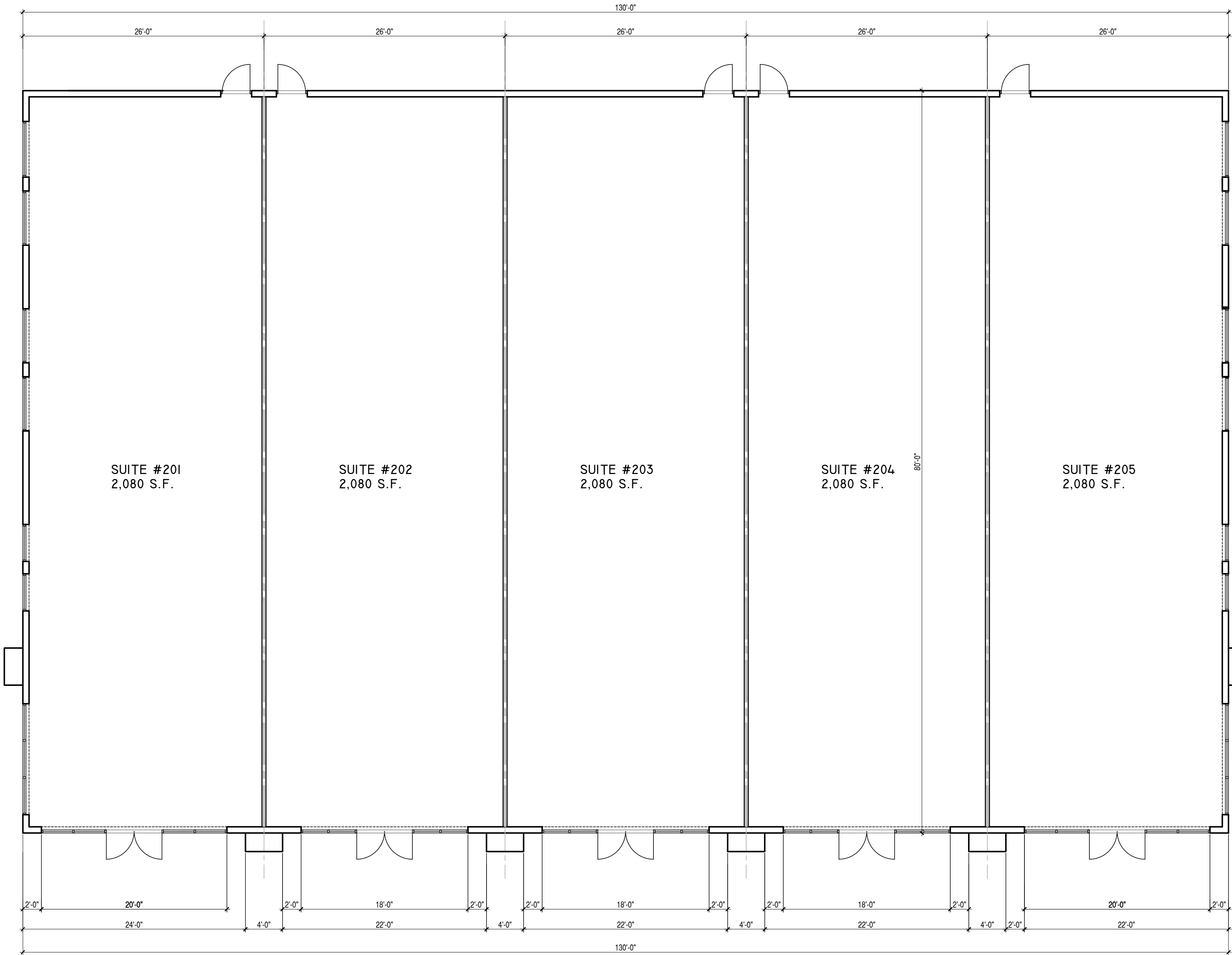
KAD 3653

SHEET NO:

A-1.0

K&D Designs, Inc.

6900 Tavitrek Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kaddesigns@gmail.com



FLOOR PLAN

SCALE 1/8" = 1'-0"

1
A-2.0

KAD Designs Inc.

6900 Towne Creek Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kaddesigns@gmail.com

SCALE: AS SHOWN
DRAWN BY: JGK
DATE: 01-18-2024
PROJECT NO:
KAD 3653

SHEET NO:

A-2.0

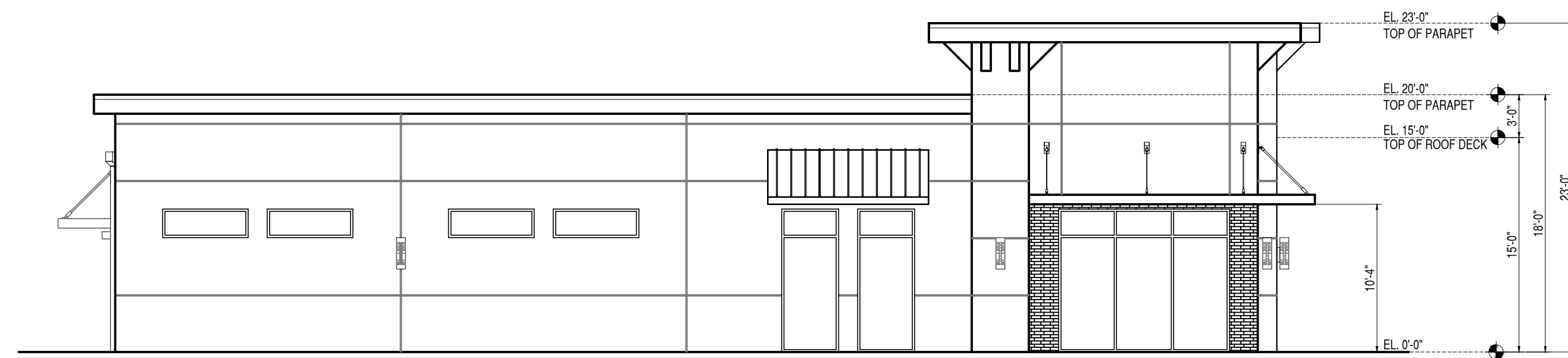
SHEET TITLE:
FLOOR PLAN

1. THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE
2. MINIMUM DESIGN WIND SPEED OF 130 MPH (104 mph) AS
SPECIFIED IN THE FLORIDA BUILDING CODE (FBC) AND THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 354
3. DESIGN CATEGORY: TYPE I, SINGLE FAMILY RESIDENCE (TYPE I)
4. WIND EXPOSURE CATEGORY: C
5. HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.0
HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.0

PROJECT:
COMMERCIAL BUILDING
Building #200, #300 & #400
14451 W Colonial Drive
Winter Garden, FL 34787

CONTRACTOR:

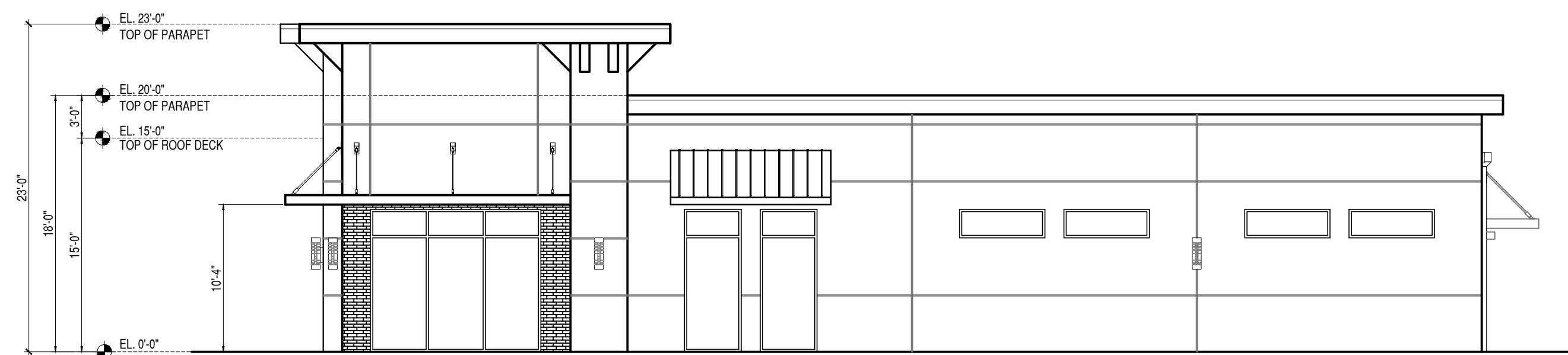
REVISIONS



WEST ELEVATION

SCALE 1/8" = 1'-0"

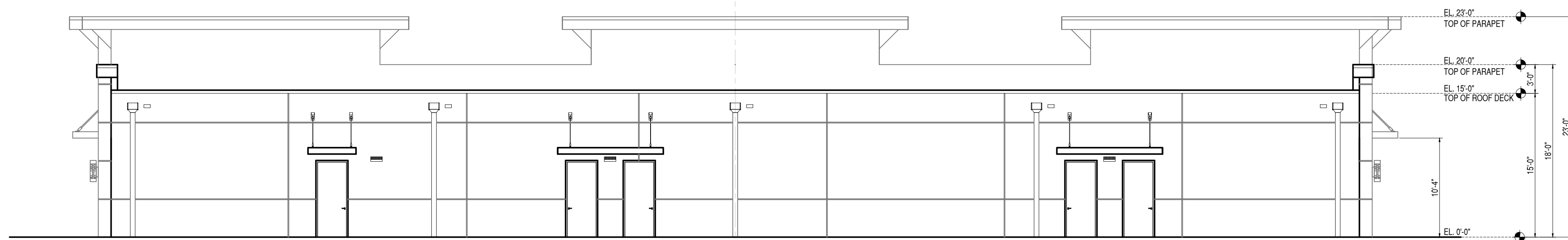
4
A-3.0



EAST ELEVATION

SCALE 1/8" = 1'-0"

3
A-3.0



NORTH ELEVATION

SCALE 1/8" = 1'-0"

2
A-3.0



SOUTH ELEVATION

SCALE 1/8" = 1'-0"

1
A-3.0

REVISIONS

CONTRACTOR:

PROJECT:
COMMERCIAL BUILDING
Building #200, #300 & #400
14451 W Colonial Drive
Winter Garden, FL 34787

SHEET TITLE :
ELEVATIONS

COMMERCIAL CODE COMPLIANCE: THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE WIND LOAD REQUIREMENTS OF FBC, 2011 EDITION (2013) SECTION 1609 AND INCULCATION A-2-2, N.E.C. 369 AND FBC 363 Energy Code 84.4.5.1a.

1. BASIC WIND SPEED - 40 MPH ULTIMATE WIND SPEED (140) AND 103 MPH (1094)

2. BASIC CATEGORY 2

3. CONSTRUCTION TYPE SINGLE FAMILY RESIDENCE (TYPE 1)

4. INTERNAL PRESSURE COEFFICIENT FOR ENCLOSED BUILDING IS 0.18

5. HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT IS 1.40

SCALE : AS SHOWN
DRAWN BY : *DR*

DATE : 01-18-2024
PROJECT NO:

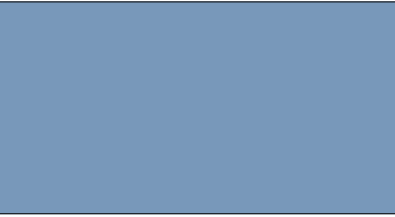
KAD 36

1746 0000

SHEET NO:

A-3.0

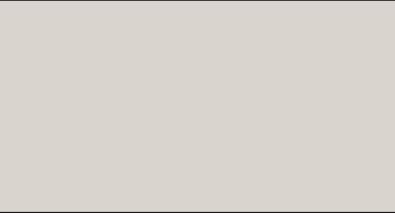
SHERWIN WILLIAMS
SW 9154
SMOKEY AZARITE



SHERWIN WILLIAMS
SW 9542
NATURAL WHITE



SHERWIN WILLIAMS
SW 7035
AESTHETIC WHITE



SHERWIN WILLIAMS
SW 9192
AFRICAN GRAY



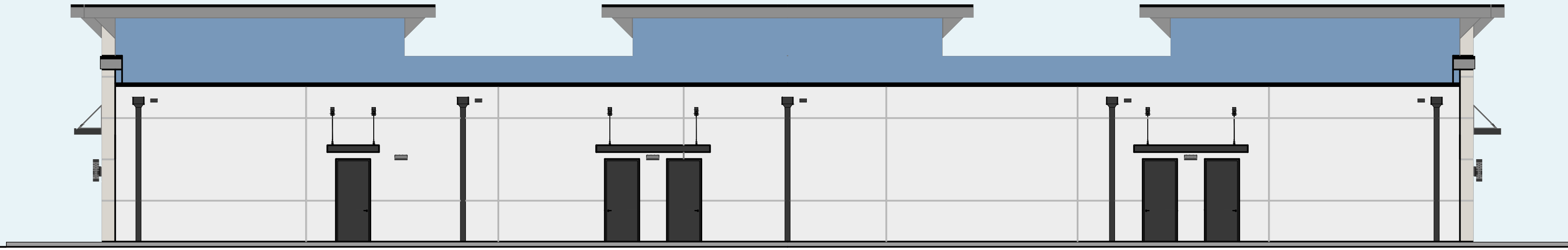
SHERWIN WILLIAMS
SW 7069
IRON ORE



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

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6900 Touristway Lakes Blvd Suite 400 Orlando Florida 32827 Tel. 407-344-4122 Fax. 407-344-1322 Email: karim.kaddesigns@gmail.com

REVISIONS

CONTRACTOR

PROJECT:
COMMERCIAL BUILDING
Building #200, #300 & #400
14451 W Colonial Drive
Winter Garden, FL 34787

SHEET TITLE:
ELEVATIONS

COMMERCIAL CODE COMPLIANCE:
THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED THE
REQUIREMENTS OF THE FLORIDA BUILDING CODE (FBC) AND THE
INTERNATIONAL BUILDING CODE (IBC) AS APPLICABLE.
1. DESIGN CATEGORY: II
2. DESIGN WIND SPEED: 140 MPH (157 KPH) (ASCE 7-10)
3. DESIGN EARTHQUAKE CATEGORY: C
4. DESIGN EARTHQUAKE ZONE: 4
5. DESIGN EARTHQUAKE COEFFICIENT: 0.4
6. DESIGN EARTHQUAKE ZONE: 4
7. DESIGN EARTHQUAKE ZONE: 4
8. DESIGN EARTHQUAKE ZONE: 4
9. DESIGN EARTHQUAKE ZONE: 4
10. DESIGN EARTHQUAKE ZONE: 4

SCALE: AS SHOWN

DRAWN BY: JGK

DATE: 01-18-2024

PROJECT NO:

KAD 3653

SHEET NO:

A-3.0-C

KAD Designs, Inc.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

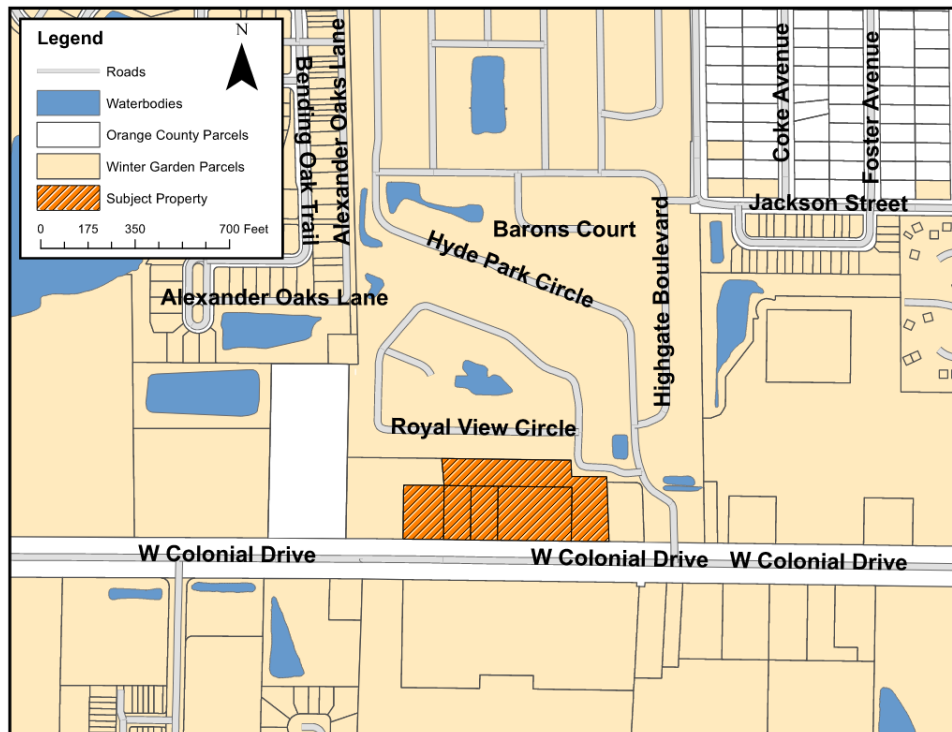
TO: PLANNING AND ZONING BOARD
PREPARED BY: SHANE FRIEDMAN, PLANNING SUPERVISOR
DATE: JULY 7, 2025
SUBJECT: PCD REZONING – Solomons Auto Body
ORD 25-13
14451, 14423, 14411, 14375, and 14345 W Colonial Drive (4.71 +/- ACRES)
PARCEL ID # 22-22-27-0000-00-075; -070; -056; -057; and -034

APPLICANT: Lam Civil Engineering, Inc.

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 properties, located on W Colonial Drive, and are approximately 4.71 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone 4.71 ± acres of land to Planned Commercial Development (PCD). The subject property is located within the City of Winter Garden municipal limits and carries the zoning designation C-2 (Arterial Commercial District) in the City of Winter Garden.

The subject property is designated COM Commercial on the Future Land Use Map of the Comprehensive Plan and is located with the West State Road 50 Overlay.

EXISTING USE

The project consists of five properties. All properties are vacant and undeveloped except for 14451 W Colonial Drive. The property located at 14451 W Colonial Drive is developed with three commercial buildings totaling 8,500 square feet in size built between 1954 and 1998. These buildings operate as an Auto Repair Garage named Solomons Auto Body.

ADJACENT LAND USE AND ZONING

The property to the north is a residential lot with manufactured and mobile homes located in the Hyde Park Mobile Home Park. This property is zoned R-2 (Single-family Residential District) and is located within the City of Winter Garden's municipal limits. The property to the west is developed, is zoned C-2 (Arterial Commercial District), and is located within the City of Winter Garden's municipal limits. The property to the east is vacant, is zoned C-2 (Arterial Commercial District), and is located within the City of Winter Garden's municipal limits. The property to the south is State Road 50. South of State Road 50 is a property that is undeveloped, zoned C-2, and is located with the City of Winter Garden's municipal limits.

PROPOSED USE

The applicant is requesting a Planned Commercial Development (PCD) rezoning to permit the development of four single-story commercial buildings totaling 46,432 square feet. The commercial buildings will allow for retail, office, restaurant, and personal service uses. Building 100 of the PCD development plan will be the new location of Solomons Auto Body. The existing building will be demolished. A traffic impact analysis (TIA) was performed and reviewed by the City's transportation consultant. The project will produce 2,581 total daily trips with 88 A.M. peak hour trips and 209 P.M. peak hour trips. The TIA shows, and the City's traffic consultant concurred, that the impacted roadway segment currently operates at an acceptable level of service and will continue to operate at an acceptable level of service at project buildout.

PUBLIC FACILITY ANALYSIS

The property will have direct access to State Road 50. Water, sewer, and reclaimed utilities by the City of Winter Garden will be required for any new development of the property. At such time that the property is developed, all necessary utility lines will be extended and connections made, all extension and connection costs shall be borne by the property owner.

The city will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits.

All concurrency requirements identified by the City of Winter Garden Code of Ordinances and Comprehensive Plan will be met by the proposed development.

COMMUNITY MEETINGS

The city organized a community meeting for this project on November 29, 2022. There were only a few residents that attended from the community to the north. The plans were well received. The residents of Hyde Park did ask if a golf cart access in the rear was going to be made available. Due to the site constraints and buffer restrictions for commercial adjacent to residential (i.e. Masonry wall, landscaping, etc.) this was not possible. Residents were also concerned about the existing invasive trees that run along the property boundary. The residents were pleased that these will be removed during the project.

SUMMARY

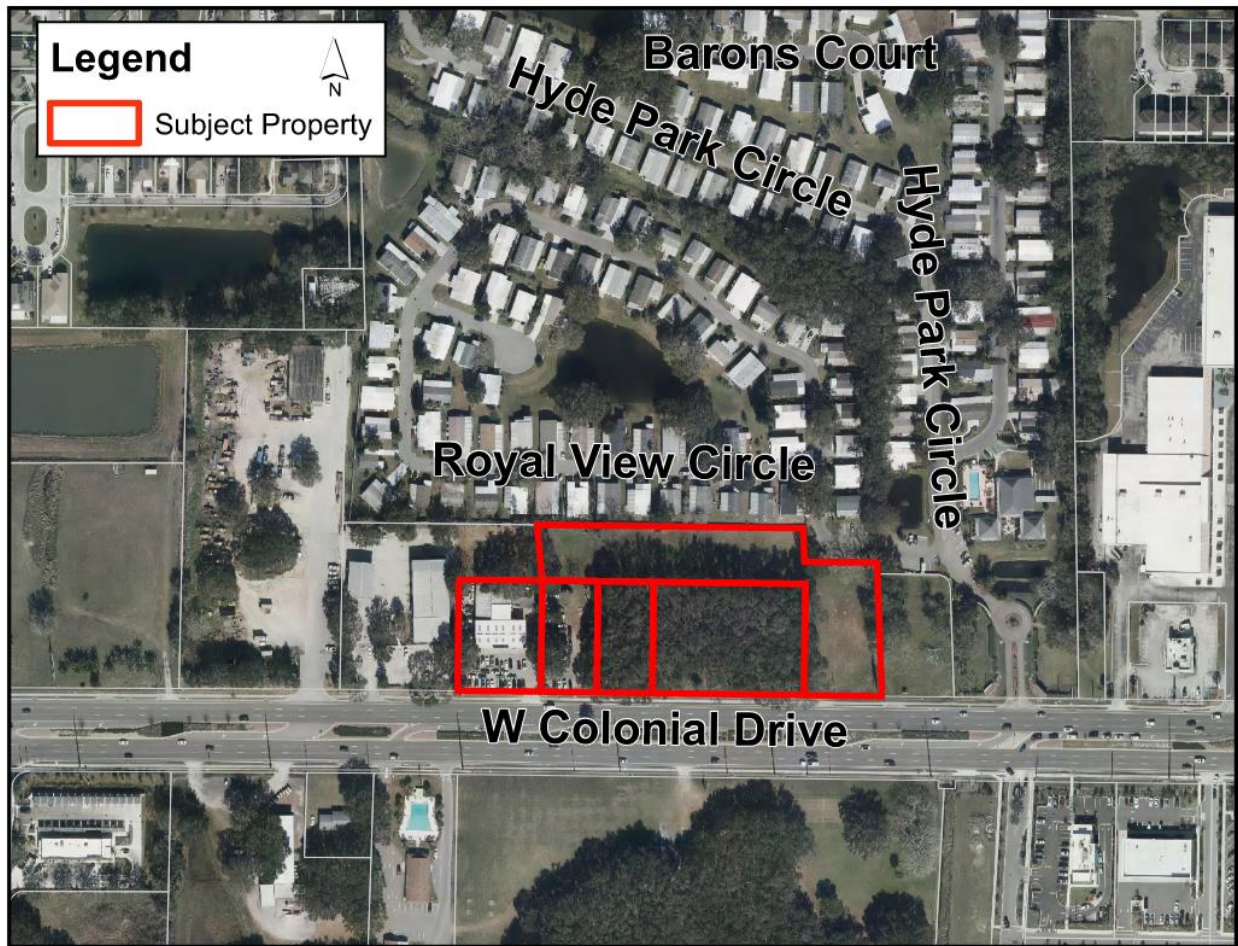
This type of development, specifically the commercial buildings and associated site improvements, is consistent with other commercial developments that exist in this area of the city and along the SR-50 corridor. There is a large live oak hammock located at these addresses however, the project was designed in a way that saved 29 of these trees by using different drive aisle configurations and open spaces. The trees that could not be saved, with a DBH of 12” or greater, will be replaced on a two-to-one basis on site. If a tree cannot be replaced due to site constraints the applicant will be required to pay into the City’s tree fund. This is a condition of the ordinance.

The PCD will allow for the continued Auto Body Repair use, however in return for this use the applicant will be required to construct a new building with roll-up doors in the rear shielded from SR-50, bring the building closer to SR-50 and away from the residential property to the north, and the City can have tighter controls and prohibitions on other uses such as drive-thru facilities, 24-hour businesses, pawn shops, etc.

The proposed rezoning from C-2 to PCD is consistent with the City’s Comprehensive Plan and the City of Winter Garden Code of Ordinances. Staff recommends approval of the proposed Ordinance to rezone the subject property from C-2 to PCD subject to the conditions outlined in Ordinance 25-13.

AERIAL PHOTO

14451, 14423, 14411, 14375, and 14345 W Colonial Drive



SITE PHOTO
14451, 14423, 14411, 14375, and 14345 W Colonial Drive



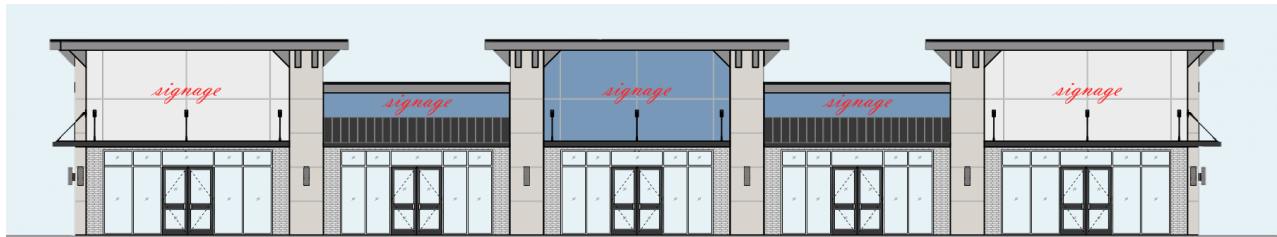
PROPOSED DEVELOPMENT PLAN
14451, 14423, 14411, 14375, and 14345 Colonial Drive



PROPOSED BUILDING ELEVATIONS
14451, 14423, 14411, 14375, and 14345 W Colonial Drive

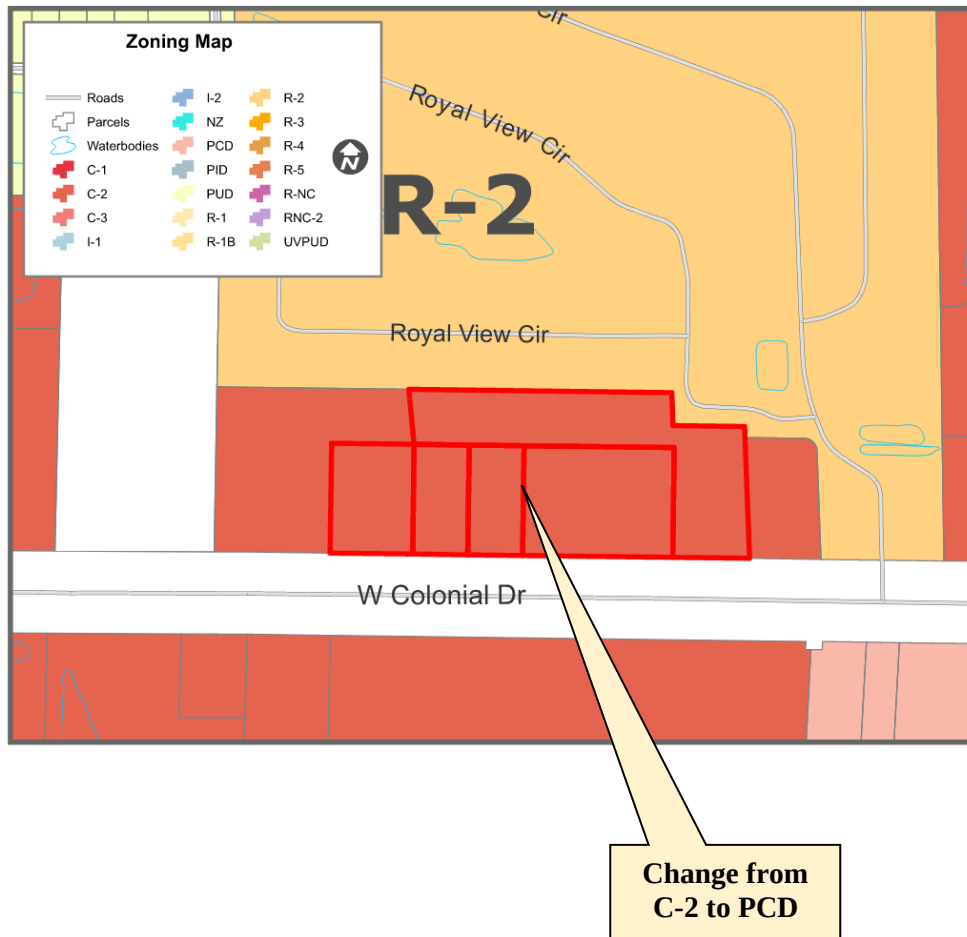


(Solomons Auto Body – Bldg. 100)

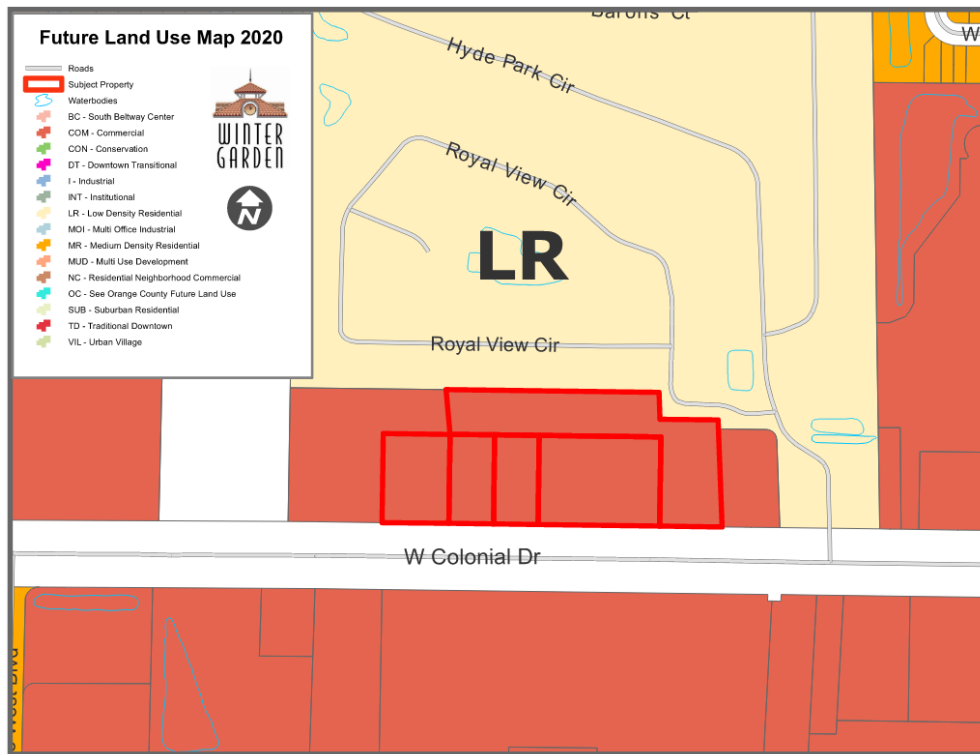


(Retail Spaces – Bldg. 200, 300, and 400)

ZONING MAP
14451, 14423, 14411, 14375, and 14345 W Colonial Drive



FUTURE LAND USE MAP
14451, 14423, 14411, 14375, and 14345 W Colonial Drive



END OF STAFF REPORT



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 25-13 (Solomons Auto Body PCD)

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): This a Planned Commercial Development (PCD) rezoning ordinance. This ordinance will guide the development of the property so that it is constructed in a way that is consistent with the City's comprehensive plan and that is consistent with the City's policies regarding public health, safety, and welfare.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: Not applicable.

3. Estimate of direct compliance costs that businesses may reasonably incur: Not applicable.

4. Any new charge or fee imposed by the proposed ordinance: Not applicable.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: Not applicable.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Not applicable.

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.): Not applicable.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director
Via: City Manager Jon C. Williams
Date: July 2, 2025 **Meeting Date:** July 10, 2025
Subject: 1150, 1158, 1166, and 1204 Avalon Road Annex/FLU/Rezoning (1.88+/- Acres)

Ordinance 25-18, 25-19 and 25-20

**PARCEL ID# – 28-22-27-0000-00-036, 28-22-27-0000-00-022,
28-22-27-0000-00-021, 28-22-27-0000-00-032**

Issue: The applicant is requesting to annex the properties into the City, update the future land use designation on the City Future Land Use Map to Commercial and rezone to the City C-3 Professional Office District.

Discussion:

The applicant is requesting to annex into the City, an amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as COM (Commercial) and to rezone the property to the C-3 Professional Office District. The annexation will permit a more efficient delivery of services to the property and further the goals and objectives of the City's Comprehensive Plan to eliminate enclaves and the rezoning is consistent with the property's proposed professional office future land use designation.

Once in the City all future development of the properties will be subject to all City Code of Ordinance requirements to include but not limited to major site plan review and approval by the Development Review Committee and City Commission.

Recommended Action:

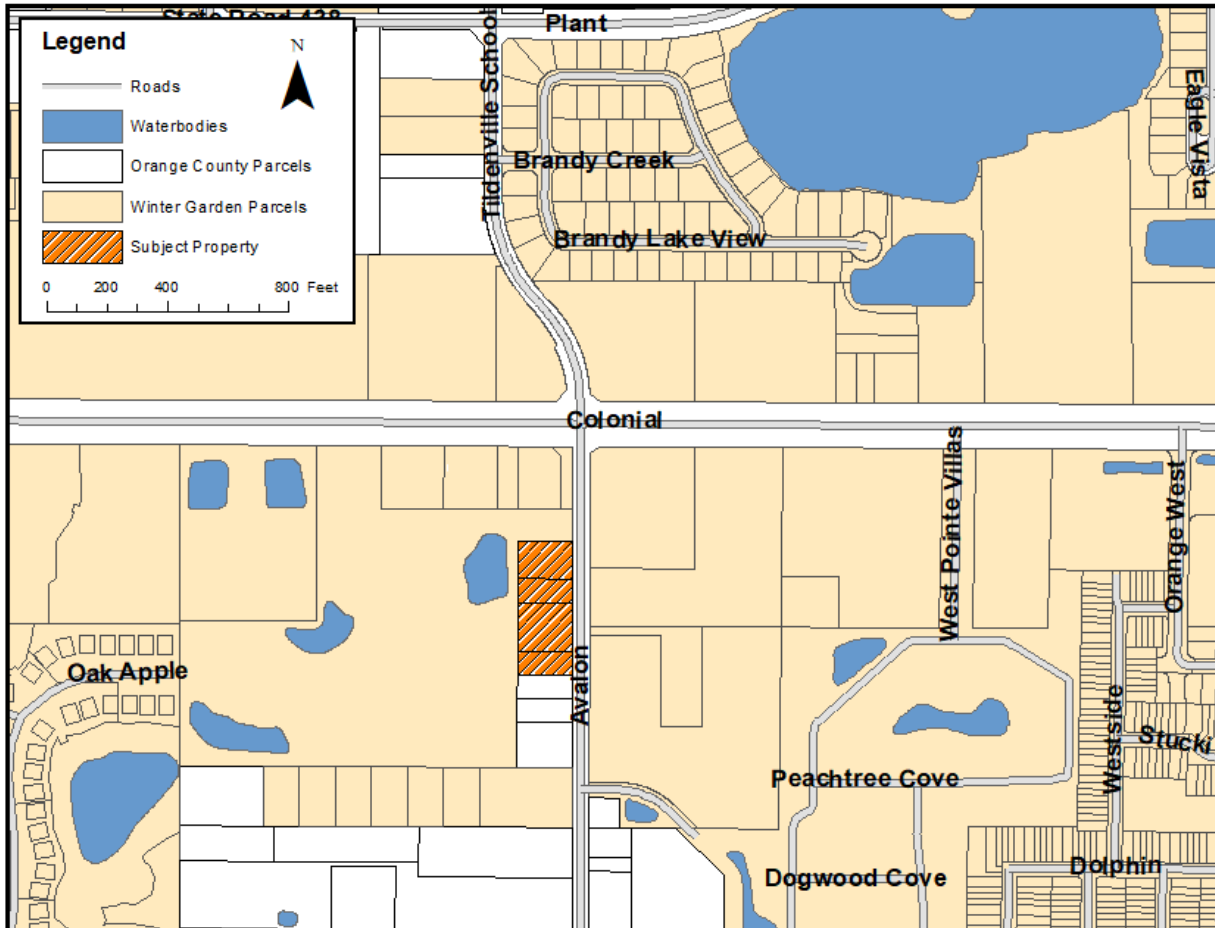
Staff recommends approval of Ordinance 25-18, 25-19 and 25-20, with second reading and adoption anticipated to be on July 24, 2025.

Attachment(s)/References:

Location Map
Ordinance 25-18, 25-19 and 25-20
Staff Report
Business Impact Estimate

LOCATION MAP

1150, 1158, 1166, and 1204 Avalon Road



ORDINANCE 25-18

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, INTO THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the land, generally described as approximately 1.88 ± acres located at 1150, 1158, 1166 and 1204 Avalon Road, north of Rolling Rock Way, south of West Colonial Drive, east of Tucker Oaks Blvd and west of Avalon Road, and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

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

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 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#: 28-22-27-0000-00-036

DESCRIPTION:

Begin 387 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run South 125 feet, West 208.7 feet, North 125 feet, East 208.7 feet to the Point of Beginning (LESS the East 25 feet from Road).

Containing 0.53 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-022

DESCRIPTION:

Begin 512 feet south of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 80 feet, East 208.7 feet, North 80 feet to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-021

DESCRIPTION:

Begin 592 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 159.1 feet, East 208.7 feet, North to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.67 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-032

DESCRIPTION:

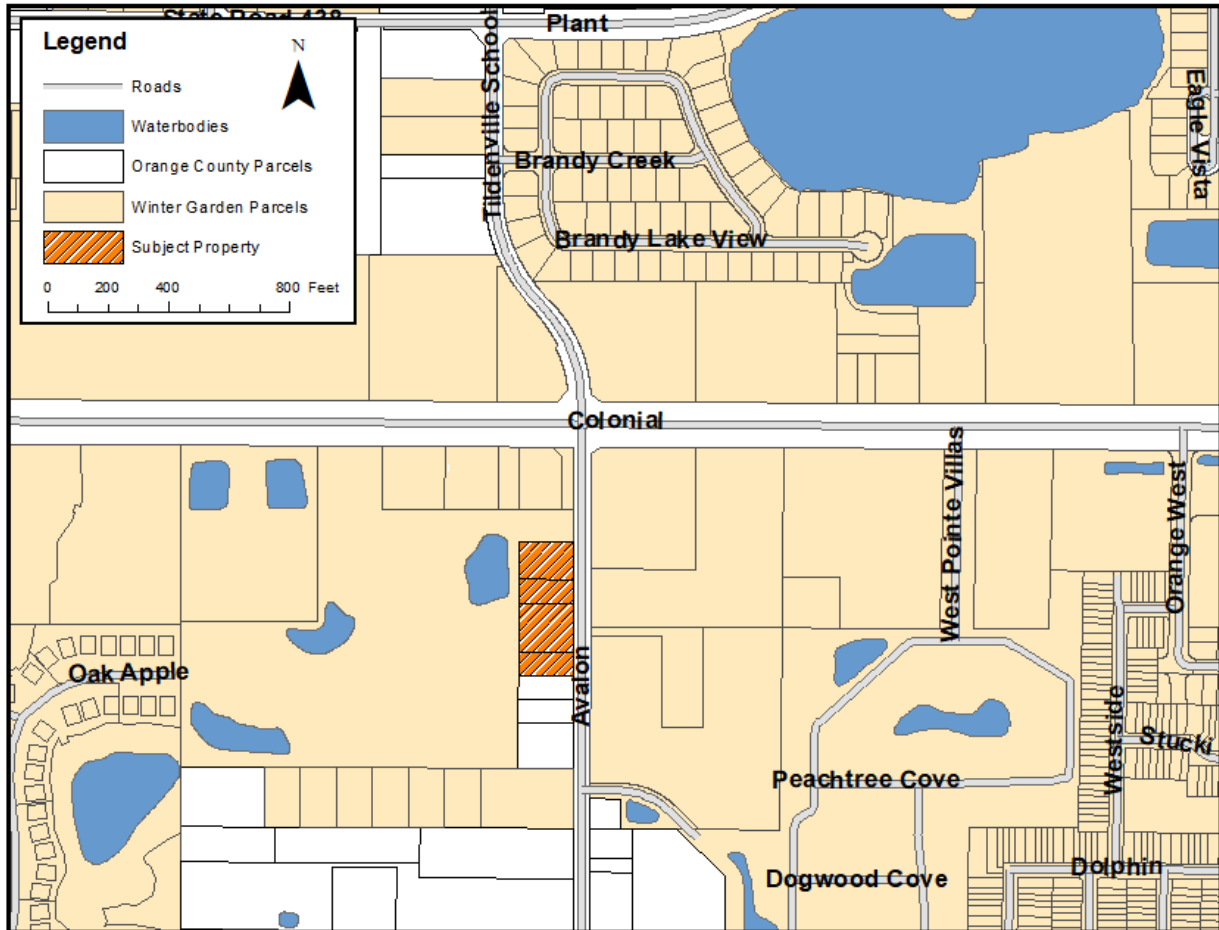
Begin 831.1 feet South of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, North 80 feet, East 208.7 feet, South 80 feet to Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

ATTACHMENT "B"

LOCATION MAP

1150, 1158, 1166 and 1204 Avalon Road



ORDINANCE 25-19

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owners of that certain real property generally described as approximately 1.88 ± acres located at 115, 1158, 1166 and 1204 Avalon Road, north of Rolling Rock Way, south of West Colonial Drive, east of Tucker Oaks Blvd and west of Avalon Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Rural/Agricultural to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 25-18, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 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#: 28-22-27-0000-00-036

DESCRIPTION:

Begin 387 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run South 125 feet, West 208.7 feet, North 125 feet, East 208.7 feet to the Point of Beginning (LESS the East 25 feet from Road).

Containing 0.53 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-022

DESCRIPTION:

Begin 512 feet south of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 80 feet, East 208.7 feet, North 80 feet to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-021

DESCRIPTION:

Begin 592 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 159.1 feet, East 208.7 feet, North to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.67 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-032

DESCRIPTION:

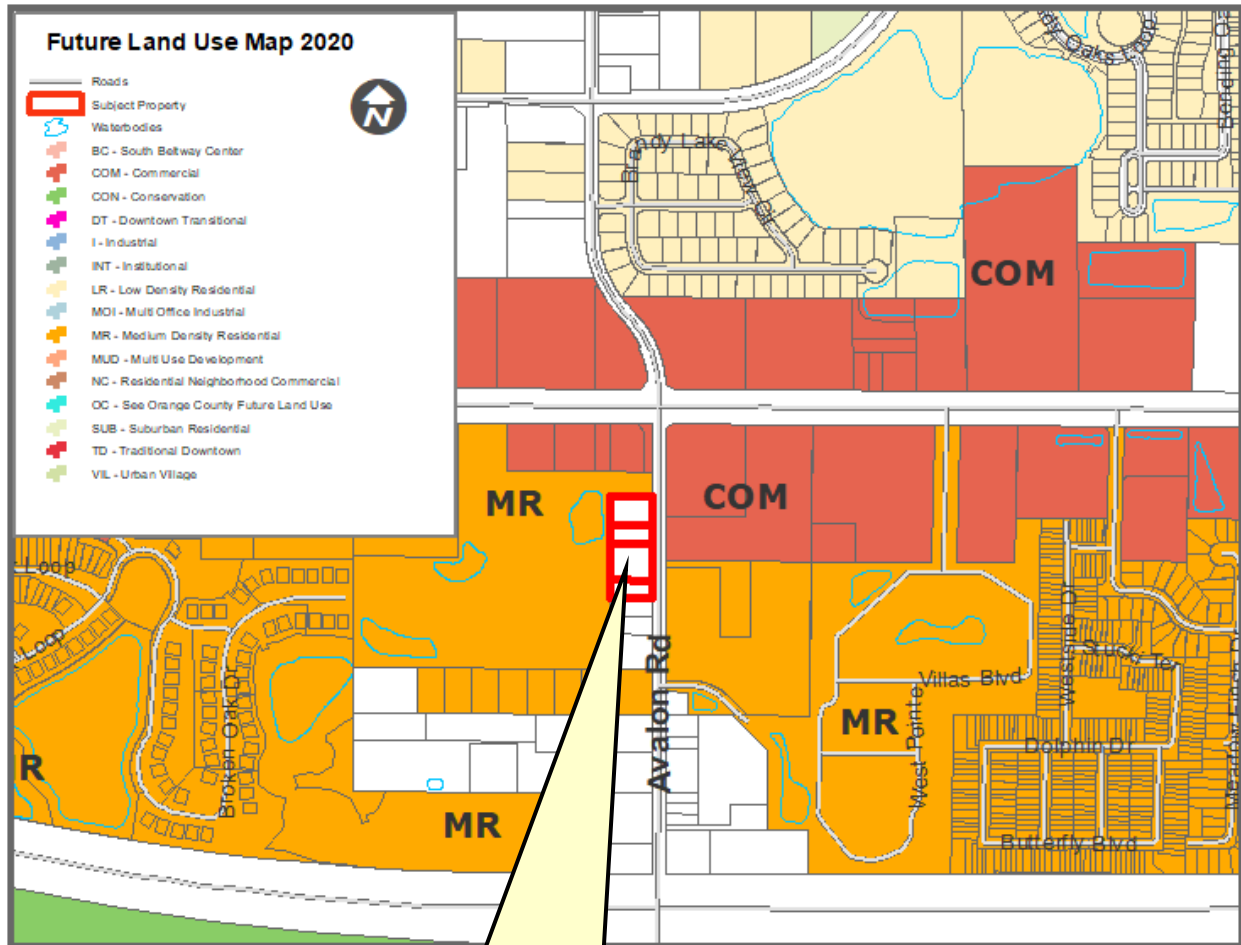
Begin 831.1 feet South of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, North 80 feet, East 208.7 feet, South 80 feet to Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

ATTACHMENT "B"

FUTURE LAND USE MAP

1150, 1158, 1166 and 1204 Avalon Road



Subject property changed from Orange County
Rural/Agricultural to City Commercial

ORDINANCE 25-20

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY C-3 PROFESSIONAL OFFICE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of that certain real property generally described as 1.88 ± acres located at 1150, 1158, 1166 and 1204 Avalon Road, north of Rolling Rock Way, south of West Colonial Drive, east of Tucker Oaks Blvd and west of Avalon Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Citrus Rural District to the City's C-3 Professional Office District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-3 Professional Office District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 25-19 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____, 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#: 28-22-27-0000-00-036

DESCRIPTION:

Begin 387 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run South 125 feet, West 208.7 feet, North 125 feet, East 208.7 feet to the Point of Beginning (LESS the East 25 feet from Road).

Containing 0.53 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-022

DESCRIPTION:

Begin 512 feet south of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 80 feet, East 208.7 feet, North 80 feet to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-021

DESCRIPTION:

Begin 592 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 159.1 feet, East 208.7 feet, North to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.67 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-032

DESCRIPTION:

Begin 831.1 feet South of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, North 80 feet, East 208.7 feet, South 80 feet to Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

CITY OF WINTER GARDEN PLANNING & ZONING DIVISION

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

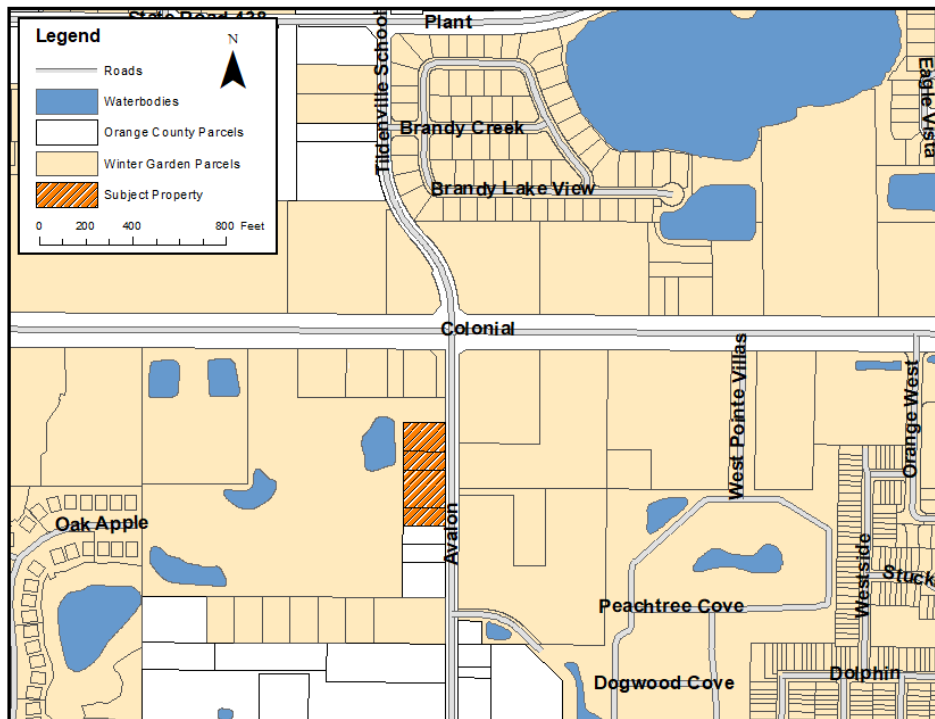
STAFF REPORT

TO: PLANNING & ZONING BOARD
PREPARED BY: YVONNE CONATSER, SENIOR PLANNER
DATE: JUNE 24, 2025
SUBJECT: ANNEXATION - FLU – REZONING
1150, 1158, 1166 and 1204 AVALON ROAD (1.88 +/- ACRES)
PARCEL ID#: 28-22-27-0000-00-036, 28-22-27-0000-00-022,
28-22-27-0000-00-021, 28-22-27-0000-00-032
APPLICANT: K Reality in Avalon LLC and Avior Holdings LLC

INTRODUCTION

The purpose of this report is to evaluate the proposed annexation, future land use designation and zoning for compliance with the City of Winter Garden Code of Ordinance and Comprehensive Plan.

The subject property is located at 1150, 1158, 1166 and 1204 Avalon Road, approximately 100' south of the intersection with W Colonial Drive, herein known as “the subject properties”. The subject property is approximately 1.88 +/- acres in size. The map below depicts the proximity of the subject property to the City’s jurisdictional limits.



The applicant is requesting annexation into the City, an amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial, and to rezone the property to C-3, Professional Office District. The subject property is currently located in unincorporated Orange County, is designated rural/agricultural per the County Future Land Use Map and is zoned A-1 Citrus Rural District.

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

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

EXISTING USE

The subject properties consists of two parcels developed with single family residential structures and two vacant parcels.

ADJACENT LAND USE AND ZONING

The property to the north and west is developed as multi-family residential apartments, zoned R-3 and designated medium density residential and located in the City of Winter Garden. The property to the south is developed with a single family residence, zoned A-1 and within unincorporated Orange County. The properties to the east consist of the Circle K gas station zoned C-2, an undeveloped C-2 property and a property zoned PUD approved for development with 61 townhouse units and located in the City of Winter Garden.

PROPOSED USE

The applicant requests to annex the subject property into the City to receive City services. The applicant's future plans are to develop the properties with low intensity office use per the City C-3, Professional Office District zoning requirements. No plans for development have been submitted to the City at this time.

PUBLIC FACILITY ANALYSIS

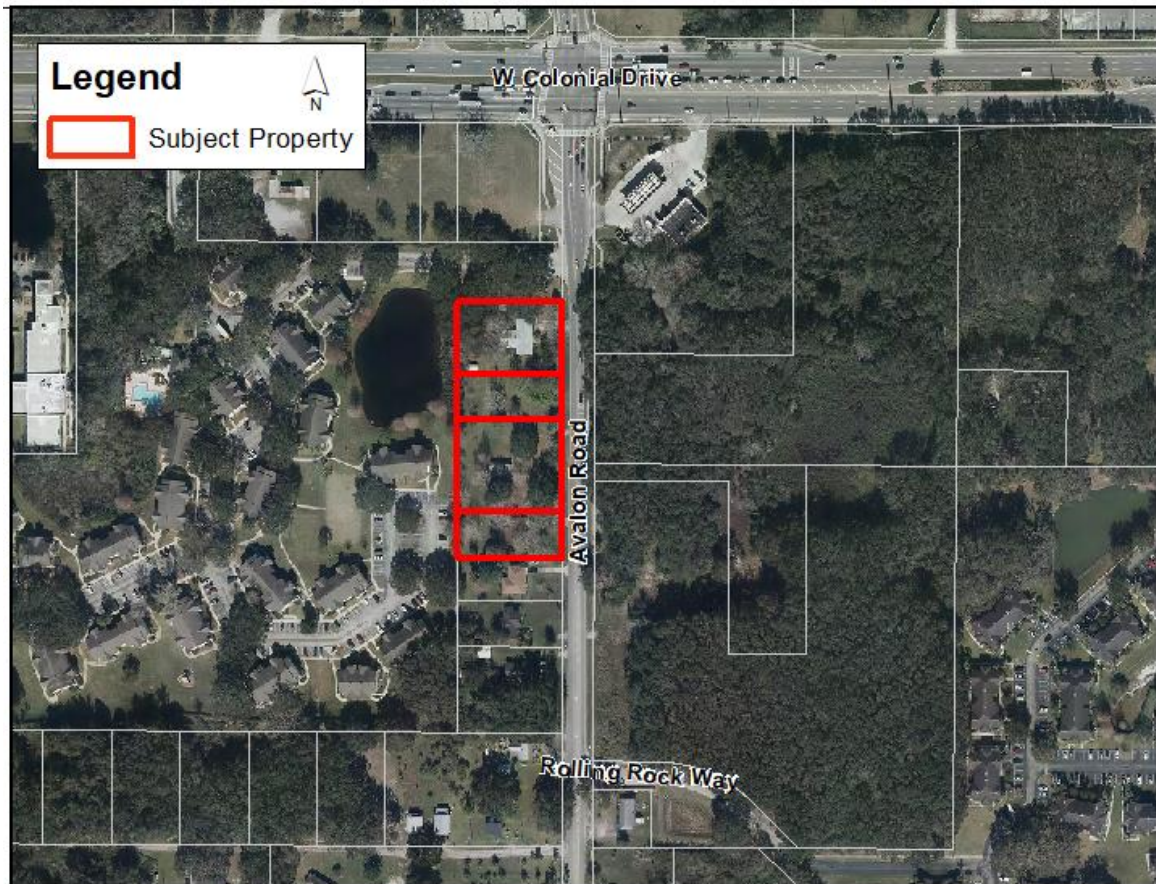
The City will provide garbage collection, police protection and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

All future development of the properties will be subject to all City of Winter Garden Code of Ordinance requirements to include but not limited to major site plan review and approval by the Development Review Committee and City Commission.

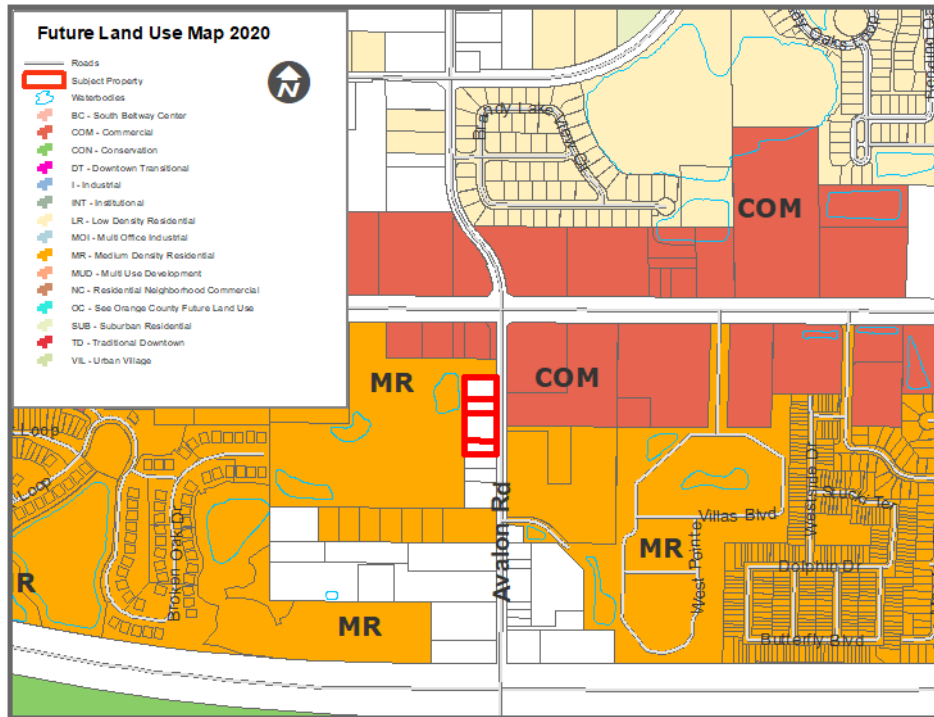
SUMMARY

The annexation will provide for a more efficient delivery of services to the subject property and furthers the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. Therefore, staff recommends approval of Ordinance 25-18, Ordinance 25-19 and Ordinance 25-20.

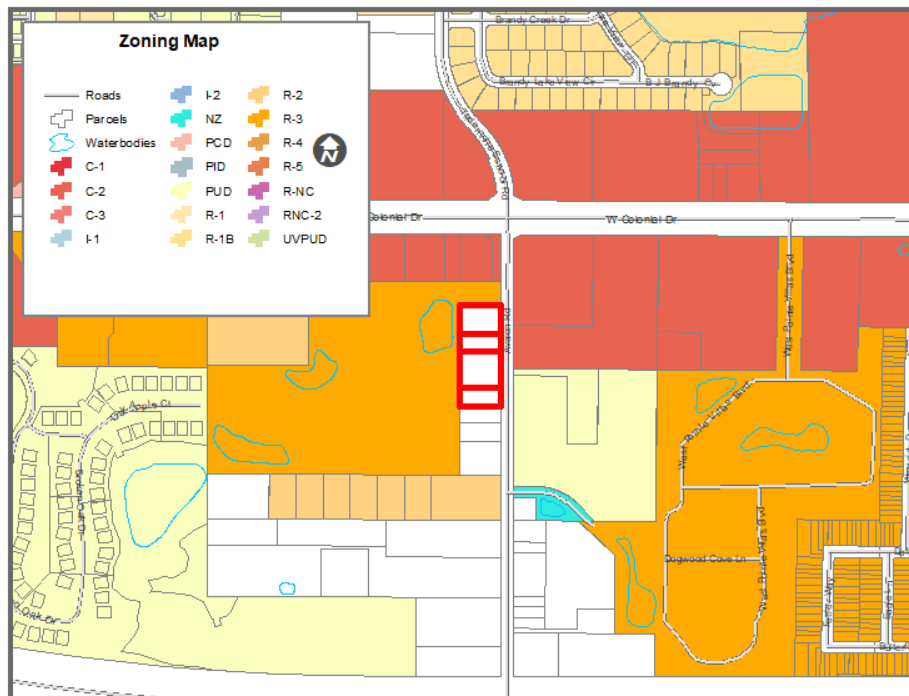
AERIAL PHOTO
1150, 1158, 1166 and 1204 Avalon Road



FUTURE LAND USE MAP **1150, 1158, 1166 and 1204 Avalon Road**



ZONING MAP **1150, 1158, 1166 and 1204 Avalon Road**





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 25-18 – Annexation of 1150, 1158, 1166, 1204 Avalon Road

Parcel ID# 28-22-27-0000-00-036 28-22-27-0000-00-022 28-22-27-0000-00-021
 28-22-27-0000-00-032

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):

The proposed ordinance is intended to annex the 1.88 acre property into the City of Winter Garden to obtain City services for future development under C-3, Professional Office Zoning District.

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

Once annexed into the City, the property will be assessed the City of Winter Garden Millage rate and provide additional revenue to the City.

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

The property owner will be responsible for all City permitting fees.

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

Once annexed into the City, the property will be assessed the City of Winter Garden Millage rate in addition to the Orange County taxes.

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

The estimated regulatory costs to the City are unknown as no development is proposed at this time.

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

The estimated number of businesses impacted by the development of the property is unknown.

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.):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated. Therefore, the proposed ordinance does not impose costs only upon businesses.

ORDINANCE 25-19

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY RURAL/AGRICULTURAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owners of that certain real property generally described as approximately 1.88 ± acres located at 115, 1158, 1166 and 1204 Avalon Road, north of Rolling Rock Way, south of West Colonial Drive, east of Tucker Oaks Blvd and west of Avalon Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Rural/Agricultural to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 25-18, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____ , 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#: 28-22-27-0000-00-036

DESCRIPTION:

Begin 387 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run South 125 feet, West 208.7 feet, North 125 feet, East 208.7 feet to the Point of Beginning (LESS the East 25 feet from Road).

Containing 0.53 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-022

DESCRIPTION:

Begin 512 feet south of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 80 feet, East 208.7 feet, North 80 feet to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-021

DESCRIPTION:

Begin 592 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 159.1 feet, East 208.7 feet, North to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.67 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-032

DESCRIPTION:

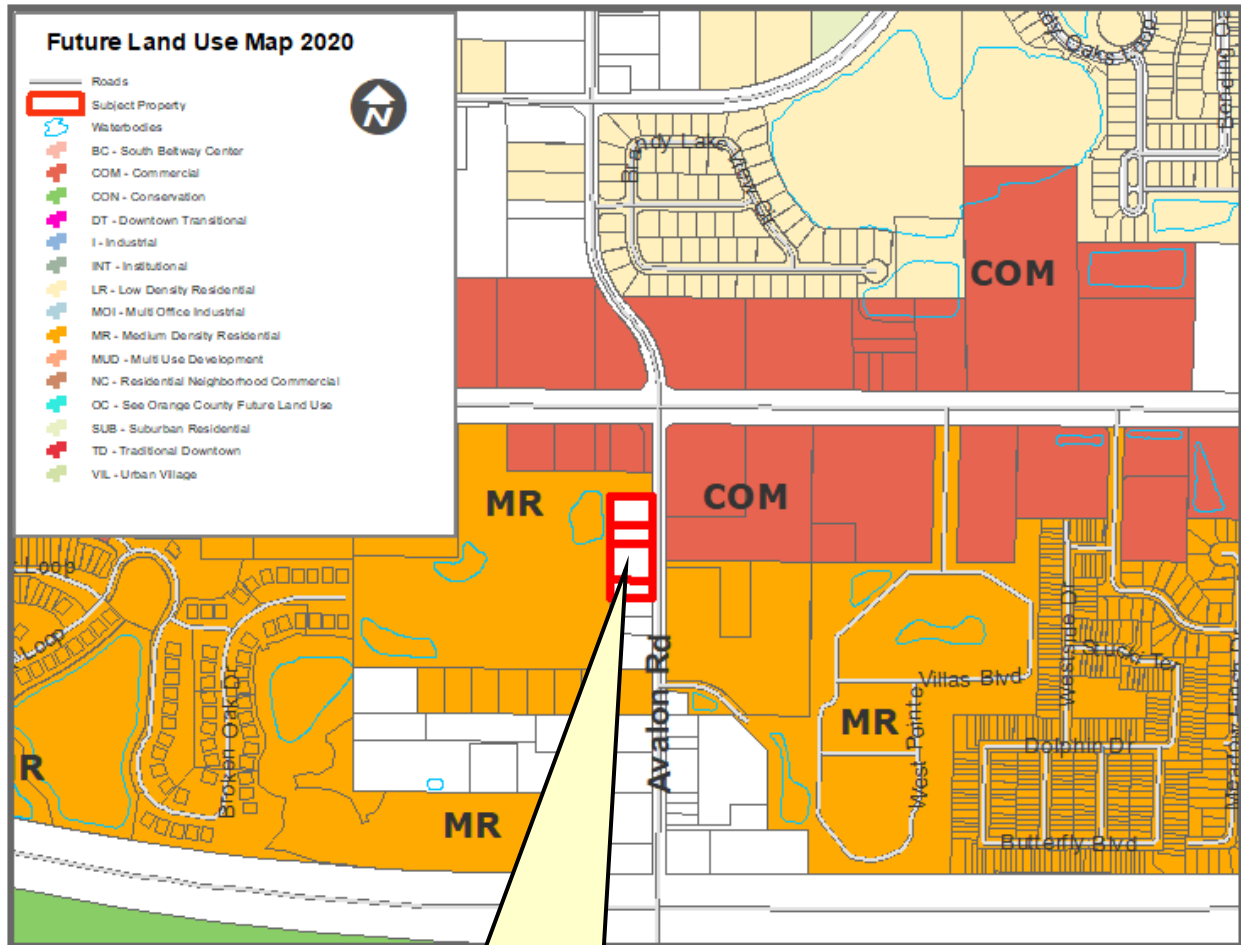
Begin 831.1 feet South of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, North 80 feet, East 208.7 feet, South 80 feet to Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

ATTACHMENT "B"

FUTURE LAND USE MAP

1150, 1158, 1166 and 1204 Avalon Road



Subject property changed from Orange County
Rural/Agricultural to City Commercial

ORDINANCE 25-20

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.88 ± ACRES LOCATED AT 1150, 1158, 1166 AND 1204 AVALON ROAD, NORTH OF ROLLING ROCK WAY, SOUTH OF WEST COLONIAL DRIVE, EAST OF TUCKER OAKS BLVD AND WEST OF AVALON ROAD, FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY C-3 PROFESSIONAL OFFICE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of that certain real property generally described as 1.88 ± acres located at 1150, 1158, 1166 and 1204 Avalon Road, north of Rolling Rock Way, south of West Colonial Drive, east of Tucker Oaks Blvd and west of Avalon Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Citrus Rural District to the City's C-3 Professional Office District zoning classification, therefore; and

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

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-3 Professional Office District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 25-19 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____, 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#: 28-22-27-0000-00-036

DESCRIPTION:

Begin 387 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run South 125 feet, West 208.7 feet, North 125 feet, East 208.7 feet to the Point of Beginning (LESS the East 25 feet from Road).

Containing 0.53 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-022

DESCRIPTION:

Begin 512 feet south of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 80 feet, East 208.7 feet, North 80 feet to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-021

DESCRIPTION:

Begin 592 feet South of Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, South 159.1 feet, East 208.7 feet, North to the Point of Beginning (LESS the East 25 feet for Road).

Containing 0.67 acres, more or less

AND

PARCEL ID#: 28-22-27-0000-00-032

DESCRIPTION:

Begin 831.1 feet South of the Northeast corner of Section 28, Township 22 South, Range 36 East, Orange County, Florida; Run West 208.7 feet, North 80 feet, East 208.7 feet, South 80 feet to Point of Beginning (LESS the East 25 feet for Road).

Containing 0.34 acres, more or less

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C Williams, City Manager

Date: July 3, 2025

Meeting Date: July 10, 2025

Subject: Interim Budget Ordinance 25-21

Issue: Amending the 2024-2025 budget for mid-year adjustments. The interim budget is used as part of the budget process to account for changes that have occurred since the original budget was passed.

Recommended action:

Motion to approve Ordinance 25-21, amending the fiscal year 2024-2025 budget for mid-year adjustments with second hearing and adoption on July 24, 2025.

ORDINANCE 25-21

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 26, 2024, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 24-20 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2024 and ending September 30, 2024;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2024 and ending September 30, 2025 to provide for interim adjustments;

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

SECTION 1: That the sum of \$1,302,498 to be appropriated as follows:

REVENUES

General Fund	\$ 348,406
General Fund Police Impact Fee	140,000
Utility Operating Fund	500,000
Stormwater Fund	<u>314,092</u>
	\$ 1,302,498

EXPENDITURES

General Fund	\$ 348,406
General Fund Police Impact Fee	140,000
Utility Operating Fund	500,000
Stormwater Fund	<u>314,092</u>
	\$ 1,302,498

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

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

READ FIRST TIME: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Angela Grimmage, City Clerk

EXHIBIT #1

ORDINANCE 25-21

City of Winter Garden Interim Budget FYE 2025

**City of Winter Garden
Interim Budget
FYE 2025**

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Enterprise Funds	Utility Operating Fund	5
	Stormwater Fund	6

**City of Winter Garden
Interim Budget
General Fund**

<u>Account Number</u>	<u>Description</u>	<u>2024 Actual</u>	<u>2025 Current Budget</u>	<u>2025 Budget Adjustments</u>	<u>2025 Proposed Amended Budget</u>
Revenues					
Executive					
001-0213-399.99-99	Use of Fund Balance	-	49,054,639	348,406	49,403,045
Total Revenues				\$ 348,406	
Expenditures					
Information Technology					
001-0225-513-46-06	Repair and Maint-Hardware	44,407	124,000	100,000	224,000
<i>Replacement Cameras for parking garage</i>					
Cemetery					
001-0739-539-34-01	Contractual Services	64,076	54,550	35,150	89,700
<i>Add'l mowing at new cemetery section</i>					
Streets					
001-0741-541-34-08	Contract Personnel Services	21,641	19,800	17,246	37,046
<i>Add'l budget for daily workers</i>					
Facilities					
001-0746-539-46-02	Equipment Maintenance	375	1,500	10,157	11,657
001-0746-539-46-10	Building Maintenance	316,073	301,260	101,463	402,723
<i>Increase budget to account for anticipated actual expenditures</i>					
001-0746-539-62-00	Buildings	-	-	62,500	62,500
<i>Modular Building (FS21) Approved by Commission Jan Meeting</i>					
Fleet					
001-0747-539-64-00	Equipment	53,777	-	21,890	21,890
<i>Replacement diesel exhaust fluid tank</i>		13,700			
<i>Replacement wheel balancer</i>		8,190			
Total Expenditures				\$ 348,406	

City of Winter Garden
Interim Budget
Police General Impact Fee Fund

<u>Account Number</u>	<u>Description</u>	<u>PN</u>	<u>2024 Actual</u>	<u>2025 Current Budget</u>	<u>2025 Budget Adjustments</u>	<u>2025 Proposed Amended Budget</u>
Revenues						
170-0521-399.99-99	Use of Fund Balance		\$ -	\$ 4,646	\$ 140,000	\$ 144,646
<i>To balance increase in budgeted revenues</i>						
Total Revenues					\$ 140,000	
Expenditures						
170-0521-521.64-00	Machinery and Equipment		6,355	4,646	140,000	144,646
<i>Two Vehicles for new SRO and new Sergeant positions</i>						
Total Expenditures					\$ 140,000	

**City of Winter Garden
Interim Budget
Utility Operating Fund**

<u>Account Number</u>	<u>Description</u>	<u>PN</u>	<u>2024 Actual</u>	<u>2025 Current Budget</u>	<u>2025 Budget Adjustments</u>	<u>2025 Proposed Amended Budget</u>
Revenues						
410-2116-399.99-99	Use of Fund Balance		-	13,357,951	500,000	13,857,951
Total Revenues					\$ 500,000	
Expenditures						
Waste Water						
410-2117-535.31-01	Professional Services		34,808	15,126	35,000	50,126
410-2117-535.31-04	Engineering Services		74,072	25,000	25,000	50,000
410-2117-535.34-01	Contractual Services		629,065	688,800	120,000	808,800
<i>increased costs for services and repairs in wastewater</i>						
410-2117-535.44-00	Rentals and Leases		2,725	75,000	(55,000)	20,000
<i>Need for rental equipment has lowered</i>						
410-2117-535.63-00	Improvements other than building		3,360,847	31,362,852	250,000	31,612,852
<i>RIB underdrain gravity main repair</i>		<i>PN 25026</i>	<i>250,000</i>			
Collection						
410-2127-535.63-00	Improvements other than building		529,096	8,187,574	125,000	8,312,574
<i>Add'l budget for Design Western Storage R/C Water connection</i>		<i>PN 23014</i>	<i>75,000</i>			
<i>Railroad Avenue Sanitary Line Design</i>			<i>50,000</i>			
Total Expenditures					\$ 500,000	

**City of Winter Garden
Interim Budget
Stormwater Fund**

<u>Account Number</u>	<u>Description</u>	<u>2024 Actual</u>	<u>2025 Current Budget</u>	<u>2025 Budget Adjustments</u>	<u>2025 Proposed Amended Budget</u>
Revenues					
420-2618-399.99-99	Use of Fund Balance	-	5,988,301	<u>314,092</u>	6,302,393
Total Revenues				<u>\$ 314,092</u>	
Expenditures					
420-2618-538-34-01	Contractual Services	197,613	118,460	283,011	401,471
420-2618-538-34-08	Contract Personnel Services	16,478	1,640	<u>31,081</u>	32,721
<i>Add'l budget for emergency storm preparation and repairs</i>					
Total Expenditures				<u>\$ 314,092</u>	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: July 2, 2025 **Meeting Date:** July 10, 2025

Subject: Ordinance 25-22 – Peddlers & Solicitors

Issue:

Ordinance 25-22 amending City Code of Ordinances Sections 22-26, 22-27, 22-30, 22-34, and 22-35 governing regulations around solicitation and peddling in the City.

Discussion:

Ordinance 25-22 would amend City of Winter Garden Code Section 22-26 revising the definition of “solicitor”; amend section 22-27 prohibiting certain actions of solicitors, agents, or peddlers within public rights-of-way; amend section 22-30 governing requirements and procedures for solicitor permits; amend section 22-34 relating to exemptions from solicitation permitting requirements for nonprofit entities; and create section 22-35 establishing a procedure for residents and business owners to opt out of solicitations.

Recommended Action:

Staff recommends approval of Ordinance 25-22, with the second reading and adoption hearing anticipated to be held on July 24, 2025.

Attachment(s)/References:

Ordinances 25-22
Business Impact Estimate

ORDINANCE NO. 25-22

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 22-26 REVISING THE DEFINITION OF “SOLICITOR”; AMENDING SECTION 22-27 PROHIBITING CERTAIN ACTIONS OF SOLICITORS, AGENTS, OR PEDDLERS; AMENDING SECTION 22-30 GOVERNING REQUIREMENTS AND PROCEDURES FOR SOLICITOR PERMITS; AMENDING SECTION 22-34 RELATING TO EXEMPTIONS FROM SOLICITATION PERMITTING REQUIREMENTS FOR NONPROFIT ENTITIES; CREATING SECTION 22-35 ESTABLISHING A PROCEDURE FOR RESIDENTS TO OPT OUT OF SOLICITATIONS; 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, the City has a significant government interest in maintaining public safety, including managing pedestrian and vehicle traffic in the City’s sidewalks and other rights-of-way; and

WHEREAS, the City find it necessary to prohibit solicitation or peddling of goods, wares, or merchandise in public rights-of-way which can create clear hazards to pedestrian and vehicle traffic as well as a public nuisance to passersby; and

WHEREAS, the City finds it necessary to restrict permitted solicitors, agents, and vendors to individuals over the age of 18 in the interest of public safety and welfare; and

WHEREAS, the City finds it necessary to require nonprofit entities to abide by the same regulations regarding solicitation as for-profit entities while acknowledging that nonprofits should be exempt from payment of permit fees; and

WHEREAS, the City finds that it would be of public benefit to create of a No Solicitation List which would allow residents to opt out of having solicitors and peddlers come onto the residential properties on the list; 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. Sec. 22-26 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. 22-26. Definitions.

Solicitor means any agent or peddler who is otherwise permitted to do business in the city, whether or not such agent or peddler is engaged in interstate commerce; and shall include all servicemen or repairmen who engage in any activity as an agent or peddler, as defined in this section. “Solicitor” shall include persons asking for cash donations or other charitable contributions of any kind, as well as persons engaged in soliciting information door-to-door to conduct polls, surveys and similar activities for a commercial purpose, but shall not include religious or political canvassing during which donations are not sought, funds are not solicited, or products are not sought to be sold.

SECTION 3. City Code Amendment. Sec. 22-27 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. 22-27. Prohibitions.

It is unlawful for any individual solicitor, agent or peddler to:

- (1) Enter the premises of a private residence, gated community or business establishment for the purpose of selling or soliciting orders for goods, wares or merchandise, personal services or information when a sign stating "no solicitors" is posted.
- (2) Remain upon any premises after the owner or occupant requests the solicitor to depart.
- (3) Conduct business before 9:00 a.m. and after 9:00 p.m. and on Sundays at any time.
- (4) Approach back or rear doors or the sides or rear of residential premises.
- (5) Conduct any business within the public rights-of-way within the municipal limits of the city. This prohibition includes soliciting orders for the sale of any goods, wares, or merchandise on foot or from a vehicle, whether motorized or not. Vehicles used to conduct business in violation of this subject may be subject to towing and impoundment.

SECTION 4. City Code Amendment. Sec. 22-30 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. 22-30. Solicitor permit.

- (a) In addition to the business tax receipts required by section 66-104, every agent, peddler, and solicitor, as defined in section 22-26, shall obtain from the city a written solicitor permit authorizing such person to conduct business within the city.
- (b) Any person desiring to secure a solicitor permit required by this section shall first make written application to the city on forms provided by the city, and such application shall state at least the following:
 - (1) The name and current address of the applicant.
 - (2) The name and address of the person by whom such applicant is employed or who such applicant represents.
 - (3) The length of time the applicant has been so employed.
 - (4) The place of residence and nature of employment of the applicant during the preceding year.
 - (5) The nature and character of the goods, wares, merchandise or services to be offered by the applicant.
 - (6) The personal description of the applicant.
- (c) Such application shall be also accompanied by credentials and other personal references and identification as may be reasonably required by the city ~~commission~~, including, but not limited to, copies of a valid driver's license for the applicant or other similar form of photographic identification.
- (d) If, upon an investigation reasonably made, the city ascertains and determines that the applicant for a permit required by this section has submitted a complete, correct and signed application and proposes to engage in a lawful, commercial or professional enterprise, the city shall issue the permit. Such permit shall be carried at all times by the person to whom such permit is issued when soliciting or peddling within the city and shall be exhibited by any such person whenever requested by any police officer or any person solicited.
- (e) No solicitor permit shall be granted to an individual who is under the age of 18 at the time of application.
- (f) Solicitor permits are not assignable or transferable. Any individual participating in an organized effort to solicit or peddle goods, wares, or merchandise or solicit charitable donations must obtain his or her own solicitor permit.

SECTION 5. City Code Amendment. Sec. 22-34 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. 22-34. Nonprofit permit fee exemption.

Upon presentation of sufficient proof of charitable or benevolent intent and nonprofit status to the city manager or his/her designee, a charitable, benevolent, fraternal, educational, religious, or other similar nonprofit organization or association may apply for and receive a waiver of payment of from the permitting fee. ~~requirements contained in this article, provided that such organization or association agrees to conduct its activities in a safe and lawful manner.~~ If granted, such waiver shall be effective only as to the grantee, its volunteers, and its direct employees, and shall not be extended to any independent contractors or for-profit entities hired, paid, or retained by the grantee. The permit requirements of this article shall otherwise apply to all nonprofit entities and any individuals, whether volunteers, employees, or contractors, soliciting orders for the sale of any goods, wares, or merchandise or soliciting charitable contributions of any kind on behalf of such entities. ~~Once issued, a waiver shall be valid for a period of one year and may be renewed upon application. A waiver issued pursuant to this subsection shall not be construed to excuse or authorize otherwise unlawful conduct such as the conduct of vending or solicitation operations on properties without the consent of the owner or lessee of such property, trespass, disturbances of the peace, fraud, or the failure to observe and abide by any other applicable ordinance, law, or statute. The city shall be authorized to charge a nominal processing fee in conjunction with any applications submitted pursuant to this section.~~

SECTION 6. City Code Amendment. Sec. 22-35 of the City Code of Ordinances, currently reserved, is hereby created as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 22-35. The No Solicitations List.

(a) Any resident of the City of Winter Garden or owner of commercial property within the municipal limits of the city, may file with the Winter Garden Police Department, on a form provided by the city, a written request that no agent, peddler, or solicitor shall come upon the property of the resident or commercial property owner to solicit orders for the sale of any goods, wares, or merchandise or to solicit charitable contributions of any kind. The form shall include an option for the resident or commercial property owner to indicate that they have no objection to charitable solicitations at the listed residential or commercial property. Upon filing of the form, the property location shall be added to the No Solicitations List to be maintained by the Police Department. The No Solicitations List must clearly identify each residential or commercial property for which a form has been submitted and identify those properties where the resident or commercial property owner has authorized charitable solicitations.

(b) The Winter Garden Police Department shall maintain a No Solicitations List, to be derived from the forms filed with the Police Department pursuant to subsection (a), of all property locations within the city at which solicitations and peddling are prohibited. The No Solicitations List shall clearly identify those locations at which charitable solicitations have been authorized by the residents or commercial property owners. A copy of the list containing all of the property locations at which solicitations and peddling are prohibited shall be delivered to all persons holding a solicitor permit at such time as such persons obtain their solicitor permit per section 22-30. The list shall also be made available via the city's website.

(c) No person shall solicit orders for the sale of any goods, wares, or merchandise or solicit charitable contributions of any kind from any person at any residence or commercial property

located on any property which is on the current No Solicitations List, except for the solicitation of charitable contributions at locations on the No Solicitations List where such charitable solicitations have been authorized by the resident or commercial property owner.

Secs. ~~22-3622-34~~—22-60. Reserved.

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

SECTION 8. 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 9. Codification. Sections 2 through 5 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 10. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____.

SECOND READING: _____.

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

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

John Rees, Mayor/Commissioner

ATTEST:

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 25-22** - Amending Code Sections 22-26, 22-27, 22-30, 22-34, and 22-35 relating to Agents, Peddlers, and Solicitors

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 25-22 would amend City of Winter Garden Code Sections 22-26, 22-27, 22-30, 22-34, and 22-35. The ordinance would revise the definition of “solicitor”; prohibit certain activities of solicitors, agents, and peddlers; revise requirements and procedures for solicitor permits; remove exemptions from solicitation permitting for nonprofit entities; and provide a new procedure for residents and businesses to opt out of being solicited.

The purpose of this ordinance is improve the safety and welfare of Winter Garden residents by providing more agency about what solicitation activities they are subjected to within their private residences, workplaces, and in public.

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

The impact this ordinance would have on private, for-profit businesses would be limited to those who utilize door-to-door or public solicitation as part of their business model. If so, these businesses would still need to apply for an Open Air Solicitors Permit with the City (this will not change), but the ordinance stipulates that no solicitation can be done within public rights-of-way. The ordinance also requires solicitors abide by the City’s new No Solicitation List, and any residential or commercial entity that signs up for this list will not be subjected to solicitation activities.

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.

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

The estimated regulatory costs to the City will be minimal. The City’s Police Department will be required to maintain records of residences and businesses who opt to be part of the new No Solicitation List, but efforts are underway to streamline and automate this process.

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

The proposed ordinance should only have an impact on businesses that utilize door-to-door or public solicitation as part of their business model. While Winter Garden does not have an exact number of such businesses currently operating in the City, the number of companies who apply for and receive Open Air Solicitors Permits in any given year is typically very low (less than 10). This year to date (2025), only one business has applied for and received an Open Air Solicitors Permit.

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: Laura Zielonka, Finance Director

Via: Jon C Williams, City Manager

Date: July 18, 2025

Meeting Date: July 24, 2025

Subject: Resolution 25-06 amending the purchasing manual

Issue: The City's purchasing manual was last updated in July 2011. The revised manual incorporates updated language from the Florida Statutes, additional detail on City procedures, and revised purchasing thresholds.

Recommended action:

Motion to approve Resolution 25-06, amending the City's purchasing manual.

RESOLUTION NO. 25-06

**A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA,
AMENDING THE CITY OF WINTER GARDEN PURCHASING
MANUAL ADOPTED BY RESOLUTION NO. 11-08; PROVIDING
FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN
EFFECTIVE DATE.**

WHEREAS, the City Commission desires to amend the City of Winter Garden Purchasing Manual adopted by Resolution No. 11-08 on July 14, 2011, as specified by Exhibit “A” attached hereto; and

WHEREAS, the City Commission finds that the revisions to the Purchasing Manual adopted by this Resolution are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

SECTION 2. Adoption. The City Commission of the City of Winter Garden hereby adopts the amendments to the City of Winter Garden Purchasing Manual as set forth in Exhibit “A” attached hereto and incorporated herein (stricken through language are deletions and underlined language are additions).

SECTION 3. Effective date. This Resolution shall become effective immediately upon passage and adoption by the City Commission of the City of Winter Garden, Florida.

PASSED AND RESOLVED this ____ day of _____, 2025, 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



CITY OF WINTER GARDEN PURCHASING POLICY

Adopted by Resolution No.11-08 as amended by Resolution No. 25-06

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City of Winter Garden Purchasing Policy

I. INTRODUCTION

A. PURPOSE:

The purpose of this manual is to assist all departments in understanding and executing the City's policies and procedures to be employed in the City's purchase of goods and services, including but not limited to construction services and materials.

These policies and procedures are intended to accomplish the following:

1. To avoid and mitigate legal liability arising from the use of inappropriate purchasing methods or procedures.
2. To provide for the fair treatment of all eligible persons and business entities interested in providing goods and services, including but not limited to construction services and materials, to the City.
3. To assure that City funds are spent toward goods and services, including but not limited to construction services and materials, in the most effective and efficient manner possible under the circumstances.

B. SCOPE:

The policies and procedures provided in this manual shall apply, unless otherwise required by general law, to all instances in which the City seeks to procure goods and services.

C. OBJECTIVE:

To ensure that the City's purchasing needs are met while adhering to both the Florida Statutes regarding public procurement and the City's purchasing policies and procedures; and to assure that all purchasing decisions will best serve the interests of the City.

II. DEFINITIONS

City Manager – shall mean the City Manager or his/her designee.

Competitive Sealed Bidding – method for acquiring goods, services, and construction for public use in which the City invites and receives two or more bids and awards the sale or project to the lowest responsive and responsible bidder.

Competitive Sealed Proposals - method for acquiring goods, services, and construction for public use in which the City invites and receives two or more proposals and awards the sale or project based on several specified factors in addition to price.

Competitively Awarded – contracts awarded based on the submission of sealed bids or proposals submitted in response to a request for proposals, or proposals submitted in response to a request for qualifications.

Construction Management Multi-Prime (CMMP) – is a project delivery method where the owner contracts directly with multiple prime contractors instead of a single general contractor. Each prime contractor handles a specific scope of work, such as plumbing, electrical, or structural elements.

Continuing Contract – a contract for any of the following:

- a. Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;
- b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
- c. Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.¹

Design-Build Contract – a single contract with a design-build firm for the design and construction of a public construction project.

¹ Because the threshold figures are subject to change on an annual basis, the Florida Statutes should always be consulted to ensure that threshold amounts are current. If a project does exceed one of the threshold costs, then such project must be bid competitively in accordance with the Consultants' Competitive Negotiation Act.

Invitation For Bid – a formal request to prospective vendors soliciting price quotes or bids; contains the specifications or scope of work and all contractual terms and conditions.

Procurement Officer – the individual/committee responsible for the solicitation, evaluation, selection, and negotiation of bids, responses, and proposals, unless otherwise noted in this manual or otherwise required by applicable law. Unless the City Manager instructs otherwise, the head of the department responsible for a particular project shall serve as the procurement officer for the duration of such project and may delegate his/her authority as the procurement officer for such project to his/her designees, bureau(s), agency(s) or other official(s) as the circumstances require. If seeking procurement of professional services, property or other contractual services valued in excess of \$50,000.00 that are not otherwise exempt from competitive selection requirements, the City Manager shall appoint a procurement committee consisting of three or a greater odd number of individuals to oversee the solicitation, evaluation, selection, and negotiation of bids, responses, and proposals. If such a committee is appointed, the committee shall serve in lieu of the procurement officer, carry out all duties as required of a procurement officer, decide matters based upon affirmative vote of a majority of its members, and shall be dismissed and disbanded upon successful completion of the procurement process.

Project Manager – The department head of the department from which the project originates, the City Engineer, or any other person designated by the City Manager. A project manager's duties may, if required, include acting as the procurement officer for such project.

Purchase Order – A formal document prepared by the department that (1) authorizes the purchase of specific goods, materials, equipment, or contractual services; (2) describes the terms and conditions of the transaction; and (3) establishes the cost.

Request For Proposal ("RFP") – All documents utilized for soliciting competitive proposals.

Responsible Bidder – A bidder who has the capability to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Bidder – a vendor who has submitted a bid that conforms to the requirements stated in the invitation for bid.

III. PROCEDURES

A. GENERAL ~~POLICIES~~ GUIDELINES

1. The Purchasing Cycle.

- a) Recognize a need and confirm purchase is within budget
- b) Determine method of competition; obtain required quotes and retain documentation
- c) Select supplier
- d) When required, create purchase order and submit to Finance
- e) Receive goods / services and verify City received what was requested
- f) Review invoice to verify the cost of goods / services match quote
- g) Obtain required signatures and print account coding on the invoice
- h) Forward signed, coded invoice to Finance for processing

2. Each department director is responsible for the purchase of goods and services, materials, equipment and contractual services for their respective departments.

~~1-3.~~ All purchases must be within the limits of the current budget or covered by an addendum to the budget.

~~2-4.~~ All purchases, when permissible, are to be tax-exempt

~~3-5.~~ The use of purchase orders is mandatory for purchases over \$15,000 and is encouraged for all other thresholds.

~~4-6.~~ Federal laws and statutes take precedence when purchases are made with federal funds.

~~5-7.~~ Whenever a State or other Governmental Entity has a pre-existing contract, which is already in effect concerning the goods, services, or construction the City wishes to acquire, the City should, where appropriate and consistent with the procedures herein, consider piggybacking onto such contract where such contract has been approved pursuant to a competitive selection process that is substantially equivalent to that of the City, provided that the terms, including the scope, of such contract remain substantially the same as adopted by the City.² No such contract shall be required to be subjected to the competitive solicitation requirements contained in this manual unless otherwise required by general law.

~~6-8.~~ To the extent not prohibited by general law, a contract may be awarded for goods or services on the basis of informal quotes and a review of the quality or suitability of such goods or services when the City Manager has conducted a reasonable inquiry into the available goods and/or services and determines in writing that there are only four (4) or less sources for the required goods and/or services.

~~7-9.~~ Gifts from vendors, with the exception of items of minimal value such as advertising novelties, shall not be accepted. An employee shall not negotiate or participate in the

² See Accela, Inc. v. Sarasota County, 993 So. 2d 1035, 1043-44 (Fla. 2d DCA 2008).

selection process concerning any City transaction from which such employee may personally profit.

- ~~8.10.~~ The policies and procedures in this manual do not preempt the procedures outlined in the City's Purchasing Card Policy Manual, nor do they preempt the policies and procedures outlined in the City's Accounting Manual.
- ~~9.11.~~ Pursuant to § 287.087, Fla. Stat., whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- ~~4012.~~ In the event of a conflict between these enumerated procedures and those statutory bidding requirements expressly applicable to municipalities, such statutory bidding requirements shall control to the extent that such conflict exists.
- ~~4413.~~ To the extent not prohibited by general law, the City Commission may, by majority vote, waive the formal procurement procedures contained in this purchasing manual for the procurement of a particular good, material, equipment or service if the City Commission deems such waiver to be in the best interest of the City.

~~B. SMALL PURCHASES (Purchases under \$25,000)~~

~~1. Purchases of \$0.00 to \$2,500~~

~~Goods, services and construction in this category may be purchased outright (no competitive pricing required); however, purchasing personnel shall make a good faith attempt to obtain quality products from a reputable vendor at a reasonable price.~~

~~2. Purchases exceeding \$2,500 but not more than \$10,000~~

~~At a minimum, three (3) informal comparative quotes shall be obtained via telephone, catalog, and/or the Internet. Purchasing personnel must maintain a log of all such quotes received for each such purchase.~~

~~3. Purchases exceeding \$10,000 but not more than \$25,000~~

~~A minimum of three (3) quotes shall be obtained from three different sources either in writing, by facsimile or electronically.~~

B. THRESHOLD CATEGORIES AND PURCHASE REQUIREMENTS

Purchase Range	Method of Competition	Requirements
\$0 – 5,000	No competition	No documentation required
\$5,001 – 15,000	Informal	Electronic or verbal quotes from three sources
\$15,001 – 50,000	Written	Written quotes from three sources; City Manager approval required Purchase order required;
\$50,001 and up	Formal Competition	Formal competitive solicitation process

C. Large Purchases (Purchases \$25,000 and over) FORMAL COMPETITION GUIDELINES

1. Purchases above \$50,001 require a formal competitive solicitation process.
- 4-2. Commission Approval: All purchases in excess of ~~\$50,000~~ \$100,000 must receive final approval from the City Commission.
- 2-3. Insurance and Bonds (Guaranty):
 - a. All businesses or individuals performing any contractual service for the City shall furnish adequate insurance coverage. The project manager shall be responsible for determining the need, types and limits of insurance coverage and ensure delivery of documentation of insurance coverage.
 - b. Any business or individual entering into a construction contract with the City where costs are estimated to exceed \$200,000 shall be required to provide Performance and Payment Bonds equal to 100% of the contract price. For construction under \$200,000, whether performance and payment bonds are to be furnished shall be at the discretion of the project manager. If a Performance and/or Payment Bond is required, such shall be specified in the Request for Proposal, Request for Qualifications, Request for Competitive Negotiation, or Invitation for Bid, whichever is applicable.

Commented [DL1]: Section 255.05(1)g.1., Fla Stat.
“The amount of the bond shall equal the contract price, except that for a contract in excess of \$250 million, if the state, county, municipality, political subdivision, or other public entity finds that a bond in the amount of the contract price is not reasonably available, the public owner shall set the amount of the bond at the largest amount reasonably available, but not less than \$250 million.”

- c. Any business or individual entering into a construction contract with the City in which costs are estimated to exceed \$500,000 shall be required to furnish a Bid Bond or Bid Guaranty in the amount of 5% of the bid price. For construction under \$500,000, the project manager shall decide if a bid bond/guaranty is to be provided. If a Bid Bond or Bid Guaranty is required, such shall be specified in the Request for Proposal, Request for Qualifications, Request for Competitive Negotiation, or Invitation for Bid, whichever is applicable.

4. Goods and Contractual Services

- a. Purchases of goods and contractual services estimated to cost ~~\$25,000.00~~ \$50,001 or more shall be awarded by competitive sealed bidding or Request for Proposal (RFP). An Invitation For Bids (IFB) or RFP shall be issued concurrently to all vendors to include a detailed description of the goods or services required; the time and date for the receipt of bids and of the public opening; and **all contractual terms and conditions relevant to the purchase**. If renewal of the contract is a possibility, such must be indicated in the IFB. No bid shall be evaluated on any criteria not otherwise specified in the IFB. Evaluation of bids shall include consideration of the total cost for each year as submitted by the vendor. Award shall be made to the lowest responsible and responsive bidder.
- b. If the project manager has determined in writing that an IFB is impractical, the City may issue a request for Competitive Sealed Proposals in lieu of an Invitation for Bids. Such Request for Proposal (RFP) shall be issued simultaneously to all vendors and shall include a detailed description of the goods or services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which must include but need not be limited to price, to be used in determining acceptability of the proposal. A proposal shall not be evaluated on any criteria not otherwise included in the RFP. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the City.

The following items shall not be subject to competitive solicitation unless otherwise required by law:

- i. Academic program reviews
- ii. Artistic services
- iii. Auditing services
- iv. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration
- v. Lectures by individuals

- vi. Medicaid services
- vii. Services or commodities provided by governmental agencies
- viii. Legal services, including attorney, paralegal, expert witness, appraisal, special magistrate, or mediator services
- ix. Proprietary computer software
- x. Public notices or advertisements
- xi. Internet service, electricity service and other utilities services
- xii. Acquisition or disposition of real estate interests
- xiii. Goods or services provided by a government agency

- c. In the event of an emergency, goods and services may be procured in accordance with those procedures established in Section D, of this manual unless otherwise prohibited by general law.

5. Procurement of Professional Services

For the purposes of this section, "professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in the Florida Statutes, or those services performed by any architect, or registered surveyor and mapper in connection with his or her professional employment or practice. General law obligates the City to follow those specific procedures contained in § 287.055, Fla. Stat., concerning the procurement of professional services as defined therein. The policies contained herein are a mere summarization of the rules contained in Section 287.055, Fla. Stat., and City personnel are instructed to refer to such provision for additional detail.

a. PUBLIC ANNOUNCEMENT

- i. A public announcement must be made for each occasion when professional services ~~are sought for a planning or study activity where fees are estimated to exceed \$25,000 or during a construction project with estimated costs exceed \$250,000~~ must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE: \$325,000 or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO: \$35,000, except in cases of valid public emergencies certified by the agency head. The public announcement must include a general description of the project and must indicate how interested consultants may apply for consideration.

The City shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referring to in this paragraph.

- ii. The City shall encourage firms engaging in the lawful practice of their professions and who desire to provide such services to the City to annually submit statements of qualifications and performance data for review.
- iii. Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified to provide such services. The City must find that the firm or individual to be employed by the City is fully qualified to render the required service. Among the factors to be considered in making such determination are the capabilities, adequacy of personnel, past record, and experience of such firm or individual.
- iv. The City is required to evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the City to be applicable to its particular requirements. When securing professional services, the City must endeavor to meet the minority business procurement goals stated in sec. 287.09451, Fla. Stat.
- v. The public is not to be excluded from the proceedings carried out under this section. Thus, all discussions and negotiations with respondents proposing professional services shall be conducted at duly noticed public meetings.

b. COMPETITIVE SELECTION

- i. For each proposed project, the project manager shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- ii. The project manager shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the project manager shall consider the following factors:
 - 1. The ability of the firm's professional personnel;
 - 2. Whether the firm is a certified minority business enterprise;

3. Past performance;
4. The firm's willingness to meet time and budget requirements;
5. The location of the firm;
6. The recent, current, and projected workloads of the firms;
7. The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting only the most highly qualified firms

At this stage of the selection process, the City cannot request, accept or consider proposals for the compensation to be paid pursuant to the contract. Such activity is reserved for the Competitive Negotiation Process.

c. **COMPETITIVE NEGOTIATION**

- i. Having completed the Competitive Selection process, the procurement officer shall negotiate a contract with the most qualified firm for professional services at compensation which the procurement officer determines is fair, competitive, and reasonable. In making such a determination, the procurement officer shall conduct a detailed analysis of the cost of the professional services required in addition to considering the scope and complexity of the services required.
- ii. Should the procurement officer be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the procurement manager determines to be fair, competitive, and reasonable, negotiations with the firm must be formally terminated. The City shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City must terminate negotiations with such firm and subsequently undertake negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

- iii. For any lump-sum or cost-plus-a-fixed-fee professional service contract exceeding ~~\$150,000.00~~ \$195,000,³ the City shall require the firm receiving award of the contract to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.
- d. Each contract for professional services shall contain a prohibition against contingent fees pursuant to Section 287.055(6) of the Florida Statutes. Such statute states that any City official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid (or is paid), any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the City and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor
- e. Nothing stated in the paragraphs above shall be interpreted to forbid or prevent a continuing contract between a firm and the City. Continuing contracts for professional services provide a timely and efficient means to acquire services to support the operations of the City.
- f. In the event of a public emergency, defined as an event or occurrence of a temporary and non-recurring nature posing immediate and substantial danger to the public health, safety, or welfare of the City and its citizens, the City Manager may, pursuant to ~~§ 287.055(9)(c)~~ § 287.058(2), Fla. Stat., and upon written certification of such emergency, authorize immediate negotiations with the best qualified firm immediately available to the City.

6. Construction Contracts

For purposes of this section, contracts for construction shall include construction of a public building, a public work, or for repairs upon existing public buildings or public works.

³ Check § 287.017, Fla. Stat., to ensure that this amount is still equivalent to the Category Four amount established under such statute.

- a. Contracts for construction shall be competitively awarded to an appropriately licensed contractor. Bid and proposal guidelines are set forth in subsection c.
- b. To assure the greatest degree of competition, the solicitation for competitive bids or proposals must be publicly advertised at least once in a newspaper of general circulation in the county where the project is located subject to these parameters:
 - (1) When project costs are estimated to exceed \$200,000, the solicitation for such must be advertised at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference. See § 255.0525, Fla. Stat. (2008).
 - (2) If the project costs are estimated to exceed \$500,000, the solicitation for such must be advertised at least thirty (30) days prior to the opening and at least five (5) days prior to any scheduled pre-bid conference. See § 255.0525, Fla. Stat. (2008)
 - (3) Pursuant to § 255.0525, Fla. Stat., a construction project may not be divided into more than one project for the purpose of evading the advertising requirements.

The solicitation shall include:

- (1) A description of the project;
 - (2) Explanation of how long bids/proposals will be accepted;
 - (3) Explanation of how interested parties may obtain a bid/proposal package and any applicable costs or fees to obtain the package;
 - (4) Pricing method bids will be based on;
 - (5) The time and date of the mandatory pre-bid meeting where applicable;
 - (6) The time and date of the bid opening [open to the public]; and
 - (7) Detailed criteria upon which the City will rely in awarding such bid.
- c. Bid packages shall be provided to potential bidders at a fair and reasonable price and shall include a complete set of plans/drawings and a book of specifications. Proposal packages shall include information concerning the project goal and any parameters that need to be met.

- d. Any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work described under the contract shall be presumed to be qualified to perform the work described.
- e. Any contractor behind by ten (10) percent on completing an approved progress schedule for the City shall be ineligible to bid.
- f. **Construction of Public Utilities pursuant to Chapter 180, Florida Statutes:**
 - (1) In addition to those ordinary procedures required for construction contracts, the City, if engaged in contracting for the construction or extension of any of the utilities described in Chapter 180, Fla. Stat., must adhere to the following additional requirements:
 - i. Any such construction contracts must be in writing;
 - ii. The Contractor selected MUST provide bond, which bond shall be executed by a surety company authorized to do business in the State of Florida;
 - iii. If the Contract is in excess of \$25,000.00, such shall be advertised by the publication of a notice in a newspaper of general circulation located in Orange County, Florida, at least once each week for 2 consecutive weeks OR by posting 3 notices in 3 conspicuous places within the City, one of which shall be on the door of City Hall. At least 10 days must elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in § 255.0525, the notice provision of such section supersedes and replaces the notice provisions described herein.
 - iv. All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of Chapter 180, Fla. Stat., by the City, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of \$ 10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of § 180.24(1), Fla. Stat. (i.e. subsection iii above).

- g. In the event of an emergency see Emergency Purchases section (Section "D") on page 48 20.

7. Design-Build Contract

The City may use the design-build method for the construction of a public building, a public work, or for repairs upon existing public buildings or public works. Design-build procedures follow:

- a. Design-Build Consultant: The City shall hire a design-build consultant to provide professional assistance throughout the execution of the design-build project. Solicitation for statements of qualifications from design-build consultants shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located. Such request for qualifications shall include general information concerning the project site, project scope, and other information that may assist potential design-build consultants in submitting a request for qualifications package. The design-build consultant shall be chosen in accordance with those procedures set forth in § 287.055(4)-(5)(9), Fla. Stat., and based upon an applicant's demonstrated abilities and qualifications. The role of the design-build consultant shall include:

- (1) Preparation, production and sealing of a design criteria package to be used by the City;
- (2) Evaluation of each bidder's contract proposals;
- (3) Review and evaluation of the design and construction plans and specifications;
- (4) Making oneself available during construction work for consultation regarding compliance and conformance.

A design build consultant who has been selected to prepare a design criteria package shall not be eligible to render services under a design – build contract executed pursuant to the design criteria package prepared by such consultant.

- b. Request for Proposal: Upon selection of a design-build consultant and such consultant's completion of a design criteria package, the City shall solicit competitive proposals from design-build firms. Such solicitation will be publicly advertised at least once in a newspaper of general circulation in the county where the project is located. The Request for Proposal shall contain the design criteria package prepared by the design-build consultant, the scope of services to be provided, the evaluation criteria to be used in evaluating proposals, and explicit qualification instructions.

- c. The bid and proposal process for a design build contract shall be identical to the bid and proposal process utilized to procure professional services as described in Section 4 of this guide and in § 287.055(3)-(5), Fla. Stat., with the exception that the design-build consultant shall be responsible for the evaluation of each bidder's contract proposals.
- d. In the event of a public emergency, defined as an event or occurrence of a temporary and non-recurring nature posing immediate and substantial danger to the public health, safety, or welfare of the City and its citizens, the City Manager may, upon written certification of such emergency, bypass the bidding process described herein and authorize immediate negotiations with the best qualified firm immediately available to the City.

8. Push-Button Contract

For non-site specific and on-going contractual services, push-button contracts may be utilized. The need for services shall be publicly advertised at least once in a newspaper of general circulation in the county where the services will be performed and competitively awarded to the lowest responsible and responsive bidder. Because push-button contracts are based on approximate quantities representing estimated requirements based on historical or specific project needs, the City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine a low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

Push-button contracts have a renewable option and may be renewed for a period that may not exceed 3 years or the term of the original Contract, whichever period is longer. The renewal will be subject to the same bid prices, associated quantities and other terms and conditions set forth in the original Contract and supplemental agreement(s) determined by the project manager to continue into the renewal period. Renewals will be made at the sole discretion and option of the City and must be agreed to, in writing, by both parties.

~~8-9.~~ General Bid and Proposal Procedures

Unless otherwise required by statute or applicable law or exempted by a provision contained in this manual, the following procedures are to be utilized for the procurement of products and services costing ~~\$25,000.00~~ \$50,001 or more.

- a. Bid/Proposal Opening: Bid and proposal openings shall be open to the public and all interested bidders. Bids/proposals shall be received and opened at the location, date, and time stated in the bid/proposal

advertisement. If the location, date or time of the bid/proposal opening changes, a written notification of the change must be provided to all persons registered to receive any addenda to the plans and specifications. After bid/proposal opening but before making a recommended contract award decision, the City reserves the right to issue a post bid/proposal opening addendum to obtain additional information or request documents for bidders/proposals that was not provided with the bids.

- b. Rejection of Bid/Proposal Submittals: In determining the lowest responsible and responsive bidder, in addition to price, the City shall have the discretionary power to render decisions on and may accept or reject bids or proposals on the basis of any one or more of the following:
- (1) The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract and provide the requested materials or service.
 - (2) The bidder's ability to perform the contract within the time specified.
 - (3) The character, honesty, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (4) The quality of performance and conduct of the bidder on previous contracts with the City or any other reference or party that the bidder has performed work or services.
 - (5) A bidder's propensity to request change orders based on bidder's conduct under previous contracts with the City.
 - (6) A bidder's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts with the City.
 - (7) A bidder's current workload and projected workload during the performance of the contract.
 - (8) The previous and existing compliance by the bidder with federal, state and local laws, regulations and ordinances applicable, relating or similar to the contract or work to be performed; to include, but not limited to laws, regulations and ordinances of State of Florida, local governments, FDEP, FDOT, Water Management District, and OSHA.
 - (9) The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
 - (10) The ability of the bidder to provide future maintenance and service on the matter procured and the financial impact upon the City to receive future maintenance and services.
 - (11) The bidder's pecuniary ability and financial stability.
 - (12) The ability to meet the City's stated requirements for bonding and insurance in order to fully protect the interests of the City.
 - (13) Whether the bidder is in arrears to the City on a debt, is a defaulter on any bond or to any surety, whether the bidder's taxes or assessments are delinquent, and/or whether bidder has failed to render payments to subcontractors, suppliers, employees or material men.

(14) Whether bidder is involved in a recent past (within past three years) or a current dispute with the City involving threatened or pending litigation regarding a previous contract with the City.

(15) The proximity of bidder's labor force, equipment and business operation in relation to the City.

(16) Proportional amount of the work or services bidder intends to perform with its own organization as compared with the portion it intends to subcontract and the qualifications of subcontractors whom the bidder proposes to use.

(17) Whether the bidder submitted a bid or proposal that conforms to the requirements stated in the request for bids or proposal issued by the City.

(18) Any other circumstances or factors deemed in the best interest of the City as determined by the City's discretion.

The above factors may be determined by bidder's past performance with the City, information obtained from other project owners, information submitted as part of the bid/proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed examinations of bidders, including of bidders' personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a bidder to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such bidder. Until the final award and execution of a contract, the City reserves the right to reject any and all bids and proposals and to waive technical errors and irregularities as may be deemed best for the interests of the City.

- c. Modification or Withdrawal: A vendor may correct a mistake, modify or withdraw their bid before bid-opening. However, once the bid-opening has taken place, no change to the bid shall be permitted so as to remain fair to other bidders. A mistake discovered after the award does not relieve the vendor from performance according to the agreed upon contract.
- d. Late Response: Bids received late shall be rejected as untimely and returned unopened to the vendor's listed address.
- e. One Response or No Response: If only one response is received, the procurement officer for a particular project has the following options:
 - (1) Determine whether the bid-opening date shall be extended; if so, the one bid response shall be returned to the vendor unopened.
 - (2) Poll other known or registered vendors as to their reasons for lack of response.

- (3) Accept the bid if time is of essence and the bidder has made a reasonable and responsible bid or proposal.
- (4) Reject the bid and re-solicit.
- (5) Reject the bid, close the solicitation and utilize City resources for the project when feasible.
- (6) Negotiate on best terms and conditions. If such course of action is chosen, the project manager must document the reasons as to why such action is in the best interest of the City in lieu of resoliciting competitive sealed bids, proposals, or replies.

If there are no responses, the following options are available to the procurement officer:

- (1) Extend the bid-opening date;
- (2) Contact known and registered vendors to determine their reasons, if any, for a lack of response;
- (3) If the bid is to be closed and rebid, a thorough review of the specifications and bid list must occur before re-soliciting.
- (4) Close the solicitation and utilize City resources when feasible.
- (5) Negotiate on best terms and conditions. If such course of action is chosen, the procurement officer must document the reasons as to why such action is in the best interest of the City in lieu of resoliciting competitive sealed bids, proposals, or replies.

- f. Evaluation and Selection: The procurement officer shall review the responses submitted and disqualify any responses that do not meet the mandatory minimum requirements. From the remaining responses and depending upon the type of request, selection shall be made on the basis of either the lowest responsive and responsible bidder, or the highest rated technical proposal within a set financial budget. The contract file shall contain documentation supporting the basis upon which an award was made. Such documentation shall include a short plain statement that explains the basis for vendor/servicer selection and that sets forth the vendor's/servicer's deliverables/services and price, pursuant to the contract, with an explanation of how these deliverables/services and price provide the best value to the City.

- g. Tie Bids: If two or more bids are received that are equal in price and there is no evidence of price-fixing or collusion between or among such bidders, first choice may be awarded in the following order:
 - (1) Quality of service(s) and/or product(s) offered;
 - (2) Drug-free workplace [Section 287.087, Florida Statutes];⁴
 - (3) Bidder's proximity to the City (see §§ 287.084 and §§ 287.092, Fla. Stat.);
 - (4) Bidder's ability to deliver services in a timely manner.
- h. Noncompetitive bids/offers: If, after reasonable inquiry, the Procurement Officer determines that the lowest responsible and responsive bids received are not competitive with known "off-the-shelf," listed, market, or manufacturer's suggested retail pricing, the City may opt to either cancel the bid process and rebid the project, goods, or services, or, if not otherwise prohibited by law, the City may cancel the bidding process, reject all bids, and acquire like services through conventional means at a price that is lower than the lowest responsive and responsible bid.
- i. Public Disclosure: Sealed bids and proposals are not immediately subject to Florida's Public Records Act. Section 119.071 of the Florida Statutes exempts the City from allowing interested parties to examine sealed bids or proposals until such time as the City provides notice of a selection or intended selection or within ~~ten (10)~~ thirty (30) days after the bid or proposal opening, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.
- j. Awards: The procurement officer must notify a successful bidder/proposer of an award in writing within three (3) days of reaching such decision. The contract file must contain a short simple statement that explains the basis for vendor selection that states the vendor's promised product/service and price, pursuant to the contract, with an explanation of how the promised product/service and price provide the best value to the City.

D. PIGGYBACKING PURCHASES.

⁴ A drug free workplace preference is warranted only when two or more bids, proposals, or replies are equal with respect to price, quality, and service.

To the extent not prohibited by general law, whenever a state, county, municipality, school district, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the city wishes to acquire, the city may, where appropriate, piggyback onto such contract where such contract has been procured and awarded during the last 36-month period pursuant to a competitive procurement process that is substantially equivalent to that provided in this chapter. The city will obtain documentation evidencing that a competitive procurement process was performed by the government agency to procure the contract proposed to be piggybacked upon and an executed copy of such contract. The contractor/vendor shall consent to the piggybacking. The contractor/vendor shall execute a separate agreement with the city which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the city along with agreement to city established provisions providing for indemnity, insurance, controlling laws, venue, dispute resolution and other provisions as may be recommended by the purchasing manager or city attorney.

Piggybacking is not authorized when the action would call for a substitution of goods, materials, equipment and services that were not originally bid on and not originally evaluated as part of the contract award. Piggybacking is not authorized for the procurement of "professional services" as defined by F.S. § 287.055, the Consultants' Competitive Negotiation Act (CCNA); provided however, if the amount of a professional services contract is below the CCNA thresholds the City Commission may waive formal procurement to procure a professional services contract when such is determined to be in the best interest of the City. The City Manager or designee may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies. The piggybacking of contracts concerning amounts beyond the City Manager's purchasing authority shall be approved by the City Commission.

E. EMERGENCY PURCHASES⁵

Emergency conditions may arise whereby purchases must be made immediately to protect the health, safety, or security of persons or property. Justifiably, these purchases may have to be made without adhering to the traditional purchasing procedures. Emergency conditions include hurricane or other severe storm conditions, similar catastrophes or disorders, equipment failures, public employee strikes, civil disorders or any other condition that may be declared an emergency by the City Commission.

To authorize procurement pursuant to an emergency, the City Manager, unless the City Commission has already declared a state of emergency, must determine in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the City warrants bypassing the ordinary bid proposal procedures contained herein and

⁵ Please see Article II, § 21 of the City of Winter Garden Charter for additional guidance concerning emergency purchases.

requires emergency action. Authority to make emergency purchases shall be granted as follows:

1. Under \$10,000. The department head may authorize emergency purchases in this category.
2. \$10,000 and Over. Emergency purchases over \$10,000 must be authorized and approved by the City Manager and/or the City Commission.

E. DISPOSITION OF CONSUMABLE AND NONCONSUMABLE GOODS

Goods purchased by the City are to be used exclusively to achieve the goals of the City. Consumable goods are intended to be entirely utilized by the City. Both consumable and non-consumable goods purchased by the City that have become obsolete must be disposed of in a manner that is most beneficial to the City. Procedures for the disposing of goods, not including fixed assets, follow:

1. When possible, such goods should be returned to their manufacturer for a refund or credit to be issued to the City.
2. If a refund or credit cannot be obtained, the goods shall be transferred to Public Works. Public Works shall make an attempt to sell the goods on behalf of the City through public auction or in another manner that approved by the City Manager or Commission.
3. If Public Works is unable to sell the goods on behalf of the City, the City shall offer such property to such other governmental units or private nonprofit agencies as approved by the City Manager or Commission.

[Note: this section excludes fixed assets. Procedures for disposition of fixed assets are located in the City's Accounting Manual].

G. BID PROTEST PROCEDURES

1. Written Protest. Any actual or prospective bidder/responder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may file a protest with the City Manager. A protest shall be valid only if such is submitted in writing to the City Manager no later than 5:00 p.m., local time on the fifth business day after the City issues a notice of award recommendation and if such complies with the content requirements specified herein. **Failure to timely submit a written protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.** The written protest shall contain the following:
 - i. Identify and provide the contact information for the protestor;
 - ii. The IFB number and title, or, RFP number and title;

- iii. Clearly state the factual basis upon which the protest is based;
 - iv. State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
 - v. Identify the relief to which the protestor is entitled.
2. Bid Protest Fee: A person or entity filing a protest must render along with their written protest payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the City of Winter Garden in the amount of (i) \$500.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,000.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the City, the bid protest fee will be returned to such party.
 3. Notice to Other Bidders: A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the City and shall provide the City with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.
 4. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Manager shall ensure that the award is suspended until such protest is resolved. If the City Manager, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.
 5. City Manager Review. After receipt of a timely written protest, the City Manager shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Manager may appoint a designee of his/her choosing to represent and act on behalf of the City Manager at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Manager

shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.

6. Protest Meeting. At the protest meeting, the protester and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Manager or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Manager or his designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
7. City Manager's Decision. In making his/her decision on the protest, the City Manager or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within city's procurement authority. After conducting the protest meeting, the decision of the City Manager or his designee may be orally announced at such meeting. However, after the protest meeting the City Manager's office shall promptly issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission, if such appeal is timely filed.
8. Appeal to City Commission: Bidders/responders who are adversely affected by the Office of the City Manager's decision with respect to a contract award requiring City Commission approval, may appeal the City Manager's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the City Manager or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of Section F. 1. and shall be sent by the appealing party to all other bidders/responders within three (3) business days of filing the written appeal with the City in the same manners as provided in Section F. 3.

Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

9. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the City Commission at a public meeting. The time, date and location of the City Commission meeting shall be noticed by the City in the same manner as its notices regular City Commission meetings. The City Commission's review of the City Manager's decisions shall be a *de novo* review. The procedure for the City Commission's review will be similar to the process specified for the protest meeting in Section F. 5. After conclusion of the presentations, the City Commission shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.
10. Exclusive method of protest, objection, and appeal. There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. **Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

H. APPENDIX – Applicable Statutes

The following statutes expressly apply to the City's procurement of goods and services, and it is advised that personnel review such statutes in conjunction with this manual:

§ 180.24, Fla. Stat., Contracts for [utility] construction; bond; publication of notice; bids.

§ 255.20, Fla. Stat., Advertising for competitive bids or proposals [construction projects].

§ 255.0525, Fla. Stat., contains notice requirements concerning the solicitation of competitive bids for projects costing over \$200,000.00.

§ 287.055, Fla. Stat., Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

§ 287.084, Fla. Stat., Preference to Florida businesses.

§ 287.087, Fla. Stat., Preference to businesses with drug-free workplace programs.

§ 287.092, Fla. Stat., Preference to certain foreign manufacturers.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jon C Williams, City Manager

Date: July 18, 2025

Meeting Date: July 24, 2025

Subject: Establish proposed millage rate and budget hearing dates for fiscal year 2025/2026.

Issue: The Truth in Millage (TRIM) legislation timetable requires us to advise the Property Appraiser of the proposed millage rate by August 1, 2025. Staff recommends the Commission to establish the initial millage rate at 5.30 mills (0.80 mills above the current rate of 4.50 mills). The Commission can reduce this rate to the current rate at the budget hearings; however, the Commission cannot increase the rate at the hearing without starting the whole process over. This will provide staff with time to analyze the impact of the 2024 Amendment 5 referendum, along with shrinking revenues and escalating costs associated with delivering core municipal services.

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

1. The Current Gross Taxable Value for the coming year is projected at \$6,556,322,800. This represents a 7.7% increase in taxable value over fiscal year 2024/2025 value, an increase of \$468,354,280.
2. The Current year rolled-back rate is 4.2012. The proposed millage rate of 4.5000 is greater than the rolled back rate of 4.2012 mills by 7.11%.
3. One (1) mill will generate approximately \$6,556,323 in revenue (budgeting at 95% of the estimated amount levied).
4. The 2024/2025 fiscal year's budgeted Ad Valorem Tax Revenue (AVTR) is \$26,300,024. We should achieve the budgeted amount. We budgeted \$24,063,317 in fiscal year 2023/2024 and recorded \$24,103,661.
5. If the current millage rate of 4.5000 is adopted, the projected AVTR is calculated at \$28,028,280 (budgeting at 95% of the estimated amount levied).
6. The rolled-back rate of 4.2012 per \$1,000 would produce \$26,167,317, or \$1,860,965 less revenue than the 4.5000 rate.

7. Proposing a millage rate up to 4.4150 would require a majority vote of the Commission. Proposing a rate between 4.4151 and 4.8565 would require a two-thirds vote of the Commission. Any rate proposed in excess of 4.8565 would require a unanimous vote of the Commission.
8. Staff is proposing a tentative millage rate of 5.3000 mills, the projected AVTS is calculated at \$33,011,085 (budgeting at 95% of amount levied). This increase is proposed to respond to the impacts of the 2024 Amendment 4 referendum, along with shrinking revenues and escalating costs associated with delivering core municipal services.
9. The TRIM Act states that the millage rate established by the commission through a vote and provided to the Property Appraiser cannot be increased after August 1, 2025, unless each property owner is notified by mail; however, it may be lowered at either the first or second public budget hearing without any required notification. The millage rate propose by the commission will be sent to all property owners within Winter Garden directly after August 1, 2025.

Recommended Action: Motion to set the proposed millage rate for fiscal year 2025/2026 at the rate of 5.3000 mills, AND set public hearing dates for FY 2026 budget for the 2nd and 4th Thursdays in September, 9/11/25 and 9/25/25 at 6:30P.M.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

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

Via: Jon C Williams, City Manager

Date: June 27, 2025

Meeting Date: July 10, 2025

Subject: Request to Approve a Purchase Order to Replace the Asphalt on E Joiner Street Between S Main and S Dillard Streets with Bricks.

Issue: These portions of E Joiner Street are within the historic downtown area and is one of the few remaining streets to be bricked. The construction is anticipated to take four (4) weeks to construct both blocks of roadway and will be closed to through traffic. One block will be closed at a time during the project, but the contractor will work with the businesses along this stretch of roadway to minimize disruptions.

Recommended Action:

Recommend the City award a purchase order in the amount of \$155,210.54 to TD Thomson Construction Inc.

Attachments:

- Work proposal from TD Thomson Construction Inc. (Estimate #100-201)
- Location Map of the Work.

Remitt To
PO BOx 1239
Sorrento FL 32776

Date	Estimate #
6/24/2025	100-201

Name / Address

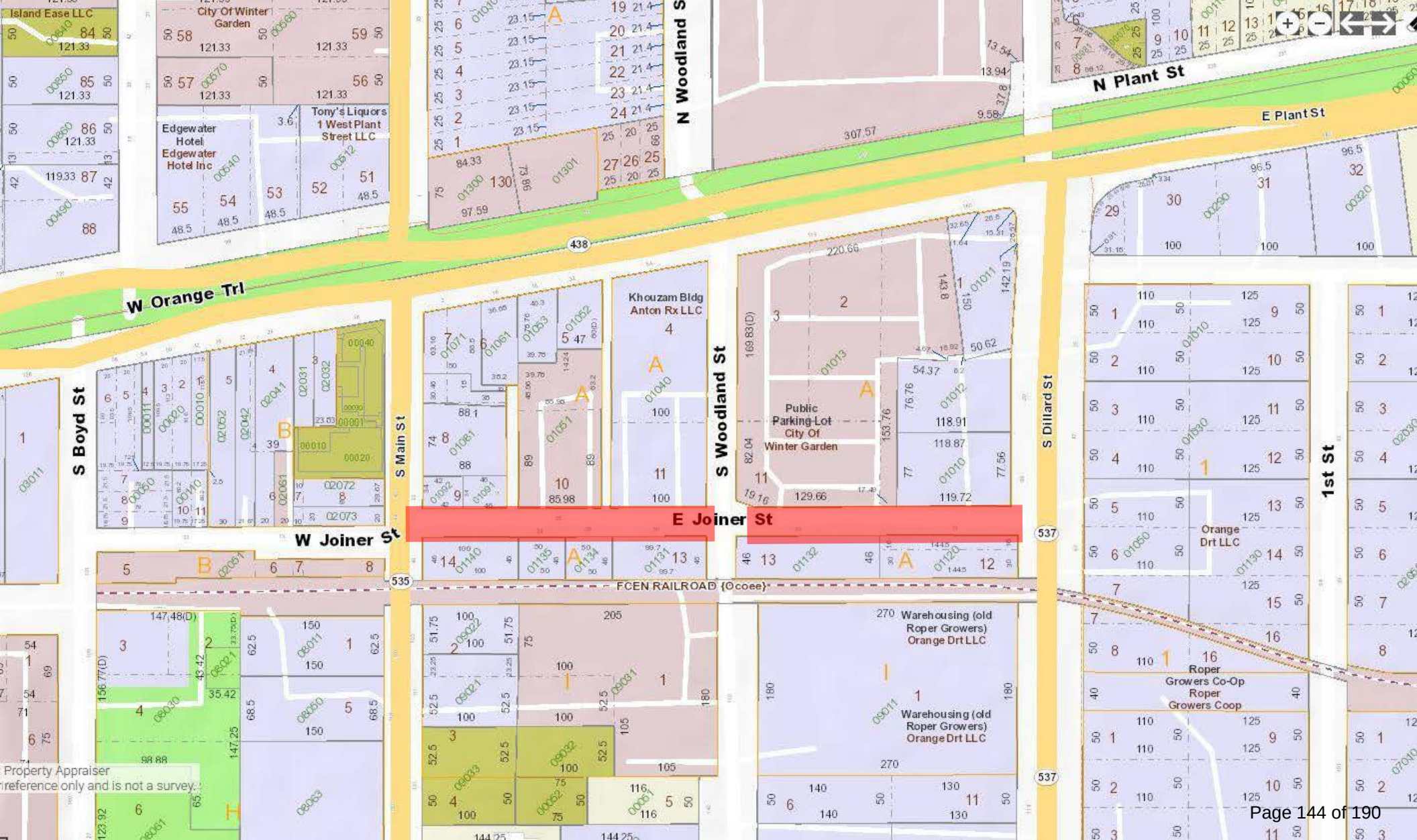
City of Winter Garden
Att: Jim Monahan
300 W. Plant Street
Winter Garden FL ,34787

Project

East Joiner sidewalk /Milling 6/25

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	2,500.00	2,500.00
VMS MESSAGE BOARD (SEE NOTES)	1	LS	0.00	0.00
MOT	1	LS	3,675.00	3,675.00
DEMO AND HAUL AWAY CONCRETE CURB	658	LF	20.79	13,679.82
DEMO SIDE WALK AND HAUL AWAY	650	SF	2.31	1,501.50
MILL DOWN 4"	13,772.5	SF	1.07	14,736.58
SAW CUT ASPHALT	480	LF	2.73	1,310.40
REMOVE EXISTING ASPHALT AND HAUL OFF	910	SF	3.68	3,348.80
2" ASPHALT AT TIE INNS BETWEEN LOTS AND NEW CURB	107	SY	59.06	6,319.42
GRADE BETWEEN NEW CURB AND PARKING LOT	107	SY	6.30	674.10
HEADER CURB	219	LF	36.10	7,905.90
TYPE F MODIFIED	60	LF	43.05	2,583.00
RIBBON CURB	322	LF	36.10	11,624.20
HANDY ADA MAT	1	EA	787.50	787.50
5' @ 6" THICK	100	SF	11.03	1,103.00
5' CURB FACE THICKENED EDGE	110	LF	59.24	6,516.40
PALLETIZE BRICKS AND HAUL OFF TO JOB	1,438	SY	21.63	31,103.94
INSTALL BRICKS INCLUDE CONCRETE FINE AND FILL SAND FOR GAPS	1,438	SY	30.71	44,160.98
TEMPORARY RAMP (ASPHALT RAMS)	1	LS	1,680.00	1,680.00
NOTES*				
CITY TO SUPPLY VMS BOARD IF NEEDED				
ONLY THE ABOVE INCLUDED				
tdthomson92@gmail.com	407-654-8388	Total	\$155,210.54	

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





THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: July 17, 2025 **Meeting Date:** July 24, 2025

Subject: Farmers Market License Agreement Renewal

Issue: The current Farmers Market License Agreement with Red Top Productions Corporation (RTP) has expired. This license grants and allows RTP to operate and run the Winter Garden Farmers Market on Saturdays between the operating hours 8:00am and 1:00pm. The license also allows RTP to manage the load in/load out setup and takedown operations before and after the established operating hours. The City desires to renew this agreement granting RTP a continued license to control, operate and regulate the Farmers Market Event as described.

Recommended Action: Staff recommends approval authorizing the City Manager to execute and renew the Farmers Market License Agreement between the City of Winter Garden and Red Top Productions Corporation.

Attachment(s):
Saturday Farmers Market License Agreement Document W/Exhibits

LICENSE AGREEMENT
(Saturday Farmers Market)

THIS LICENSE AGREEMENT ("Agreement") is entered into as of July [REDACTED], 2025, by and between the **City of Winter Garden**, a Florida Municipal Corporation, having its principal address at 300 West Plant Street, Winter Garden, FL 34787 ("City") and **RED TOP PRODUCTIONS CORPORATION**, a Florida for-profit corporation, having an address of 8062 South Cadiz Court, Orlando, FL 32836 ("Licensee").

RECITALS:

WHEREAS, City owns and controls that certain Pavilion Park property in Downtown Winter Garden located at the intersection of Tremaine Street and S. Lakeview Avenue ("Downtown Pavilion Property"); and

WHEREAS, City owns and controls the Tremaine Street and S. Lakeview Avenue public rights-of-way located in Downtown Winter Garden; and

WHEREAS, the Downtown Pavilion Property and those portions of Tremaine Street and S. Lakeview Avenue public rights-of-way identified within the boundaries described on the aerial map attached hereto as **Exhibit "A"** are herein called the "Farmers Market Area"; and

WHEREAS, Licensee is engaged in the business of managing and operating a Saturday Farmers Market during the hours of 8 a.m. to 1 p.m. on all Saturdays within the Farmers Market Area; and

WHEREAS, Licensee is to provide a manager to run the load in and operations of the Saturday Farmers Market, to handle all vendors and entertainment for weekly Saturday Farmers Market events, and to adopt and enforce reasonable restrictions and conditions for general attendance and vendor participation in the Saturday Farmers Market events; and

WHEREAS, City desires to provide Licensee with a license to control, operate and regulate the Saturday Farmers Market within the Farmers Market Area in the interest of safety and public enjoyment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and obligations contained herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Grant and Acceptance of License.** City hereby grants to Licensee, and Licensee hereby accepts from City, subject to the terms, conditions and obligations set forth herein, a limited license to control, operate and regulate a Saturday Farmers Market within Farmers Market Area subject to the terms of this Agreement. The Saturday Farmers Market event (sometimes herein called the "Event(s)") will be held during the hours of 8 a.m. to 1 p.m. on Saturdays. In addition to having control and regulation of the Farmers Market Area during the Event hours, the Licensee will have the ability to regulate and control the Farmers Market Area for set up and take down activities 120 minutes in advance and 60 minutes after each Event. The license granted herein, includes a license for Licensee and its approved vendors to temporarily place tents and tables for vendor locations within the right-of-way areas and other City property within the Farmers Market Area during Events. While the City will allow temporary storage of Farmers Market event related tents, tables, chairs, signage, props, equipment and personal property on City-owned property as a convenience, the City reserves the right, at any time, to restrict or direct the Licensee's placement of tents, tables, barriers, vehicles, equipment, trailers, signage and other personal property within the Farmers Market Area. The City reserves all other rights within the Farmers Market Area for all other purposes and for all other days and times. The license granted herein is solely a license for the express purposes set forth in this Agreement and does not grant any leasehold, property or equitable interest in the Farmers Market Area to Licensee. The license granted herein is personal to Licensee and it does not run with the land and title to the Downtown Pavilion, rights-of-way or any other City property. City reserves all rights of ownership of the Downtown Pavilion and surrounding lands and rights-of-way.

3. **Event Attendance Rules.** The Licensee may set and enforce reasonable restrictions and conditions in compliance with Constitutional principles for the attendance of the Event concerning people entering the boundaries of the Farmers Market Area during the Event and during the Event set up and take down hours. Provided however, the Licensee may not restrict or condition access to the Farmers Market Area by any City official, employee or police officer. Licensee shall ensure that any of its restrictions and conditions for the attendance of the Event are prominently displayed in multiple locations as people enter the Farmers Market Area. Licensee will work with the City on the placement of barriers and other items to identify the boundaries of the Farmers Market Area.

4. **Term of Agreement and Termination.** The term of this Agreement shall commence on July 1, 2025 and shall expire on September 30, 2026. Thereafter, the term of this Agreement will automatically be extended each year in one-year increments on October 1st for up to three additional one-year renewal terms unless either party provides written notice to the other of its intent not to renew for another year at least thirty (30) days prior to October 1st. At any time, City or Licensee may terminate this Agreement for any reason, or no reason, without any penalty or cost to City, upon at least thirty (30) days prior written notice to the other party. Further, if the Licensee materially violates any term of this Agreement, the City shall have the right to suspend upcoming Event(s) and terminate this Agreement with at least ten (10) days prior written notice to the Licensee.

5. **Consideration.** The City is not charging Licensee a fee for the license granted herein relating to the use of the Farmers Market Area for the Events. The City is not required to make any payments to Licensee for Licensee's performance pursuant to this Agreement. Licensee will receive the Event participation or registration fees charged and collected from vendors participating in the Events for which Licensee operates as payment to Licensee. Licensee shall be responsible for any and all taxes due to the State of Florida and federal government in accordance with applicable statutes, codes and regulations arising from or relating to this Agreement and the Events.

6. **Licenses.** Licensee shall be responsible for and shall obtain any and all licenses required by the state, county or other governing entity, including any and all local business tax receipts or required licenses, and shall comply with applicable laws and regulations, including health regulations.

7. **Risk of Loss and Indemnification, and Liability Insurance.** Licensee agrees, for the term of this Agreement, that:

- a. All property of any kind and nature belonging to Licensee, to any employee of Licensee, or to any person acting under the direction or control of Licensee located at or in the Farmers Market Area, will be at the sole risk of Licensee and not City. Licensee fully assumes the risks of loss for such matters.
- b. Licensee shall indemnify and hold harmless the City and its elected and appointed officials and employees from and against any and all liabilities, damages, losses, expenses, claims, demands, penalties, suits, fines and causes of action as a result of (i) the negligence, gross negligence, recklessness, or intentional wrongful misconduct of, in whole or in part, the Licensee or Licensee's contractors', agents', employees' and invitees' or any person employed or utilized by the Licensee in performance under this Agreement or the control, regulation and use of the Farmers Market Area, (ii) any claim, damage, personal injury and/or death occasioned by the performance or non-performance of this Agreement, whether such loss or damage is caused, in whole in part by Licensee, an employee or invitee of Licensee, any vendor authorized by Licensee, or any person acting under the direction or control of Licensee; (iii) any claim or damage arising, in whole or in part, from Licensee's enforcement of its restrictions and conditions for the attendance of the Event concerning people entering the boundaries of the Farmers Market Area; and (iv) any risk assumed, in whole or in part, by Licensee under this Agreement; or (v) any combination thereof.
- c. Licensee shall indemnify and hold harmless the City and its elected and appointed officials and employees from and against any claim or damage resulting from goods, services or equipment provided or to be provided by or arranged through Licensee to any customer, vendor or employees, or resulting from any action or inaction on the part of Licensee, any

employee of Licensee, or any person acting under the direction or control of Licensee in performing under this Agreement, in whole or in part.

- d. Licensee agrees to maintain through the term of this Agreement commercial general liability insurance in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the general aggregate and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for each occurrence, for personal and bodily injury or death, and for property damage, which the City of Winter Garden must be a named, additional insured. Such commercial liability insurance coverage shall be primary and non-contributory over and above any other available liability insurance or self-insurance coverage available to the City at the time of any claims or lawsuits made as a result of, or covered by, this agreement. Licensee shall maintain employer's liability and workers' compensation insurance as required by law. Licensee shall name Historic Downtown Winter Garden Merchant's Guild, Inc. and the City of Winter Garden as additional insureds, and shall provide to City a certificate of insurance and declaration sheet that shows policies with currently in-force effective dates. Insurance Certificates should evidence waiver of subrogation in favor of City, Licensee and Historic Downtown Winter Garden Merchant's Guild, Inc. The issuing company should provide 30 days notice of cancellation and have a minimum AM Best rating of A-XII. Licensee's policies shall be primary.
- e. Licensee will also maintain workers' compensation insurance except where exempted by state law.
- f. This Paragraph 7 shall survive termination and expiration of this Agreement.

8. **Licensee's Employees.** Licensee shall staff the Events with its employees, subject to the following terms and conditions:

- a. Employees of Licensee will staff the Events in a manner satisfactory to City in its sole discretion;
- b. If requested by City, Licensee shall increase the number of Licensee employees staffing the Events to guarantee a high level of service to Farmers Market Area Guests;
- c. Licensee shall be solely responsible for compensating its employees or representatives and providing all employment-related benefits required by law or agreement;
- e. All employees or representatives of Licensee will function under the direction and control of Licensee;
- f. Recognizing that its employees or representatives will interface directly with Customers, Licensee will provide only employees or representatives who are knowledgeable about the services to be offered in accordance with this Agreement;
- g. Recognizing the need to provide a high level of service to Customers, Licensee will, upon request, replace immediately any Licensee employee or representative who fails to provide a high level of service, or who engages in any illegal, immoral, offensive, or other behavior detrimental to City, City's employees, Lessor or any Customer;
- h. Licensee shall provide all supplies and materials necessary for its employees or representatives to provide for the Events;
- i. Employees or representatives of Licensee shall be well groomed and neat in appearance at all times and shall be courteous and polite to Farmers Market Area Guests at all times;

- j. Customers' claims for damages arising under this Agreement shall be handled promptly and courteously by Licensee, its employees or its Representatives and such claims shall not in any way be the responsibility of City, Lessor (if any), or their personnel.
- k. Licensee further represents and warrants to City that Licensee has subjected all Licensee's Company employees or its Representatives to a statewide criminal and juvenile background check through the State Department of Law Enforcement and a federal criminal records check through the Federal Bureau of Investigation, and all criminal background checks must be performed in conformance with the Fair Credit Reporting Act, as well as drug testing by a testing lab which has been certified by the United States Department of Health and Human Services and/or National Institute of Drug Abuse, as well as state drug testing and privacy laws. Licensee further represents and warrants that any employees or Representatives which do not satisfactorily pass such checks/testing will not be assigned to the Farmers Market Area.
- l. Licensee, its employees and its Representatives agree to comply with reasonable rules and regulations as may be adopted by the City from time to time, including such rules and regulations that may impact the Licensee's operations and activities relating to the Events and use and access of the Farmers Market Area.
- m. Any restrictions and rules to be adopted, posted and enforced by Licensee for the Event are subject to prior review and approval by the City Manager. Further, at any time upon request by the City (including after prior City Manager approval), Licensee agrees to modify any of its restrictions and rules for general attendance of the Farmers Market Event that conflict with any City rules and regulations or for which the City may otherwise reasonably object.
- n. Licensee will train its employees, Representatives, agents and Vendors on how to properly enforce Licensee's reasonable rules and regulations of the Event and in compliance with Constitutional rights.

9. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity protections and defenses, or any other privileges, immunities, protections and defenses afforded to City or any of its officials, employees and agents by law. This Agreement does not restrict the City's police power or ability to regulate the use and activities of the Farmers Market Area or Events. Nothing in this Agreement shall require the City or its officials, employees, or police officers to enforce the Event rules and restrictions.

10. **Advertising and Promotional Materials.** Licensee agrees to assist in marketing Events and all advertising, promotional, and other materials used by Licensee and its employees in promoting the Events must be approved by City prior to use. The City may post information about the Farmers Market Event on its website and other informational materials. Licensee will ensure that Vendors agree that by Vendor's operation at the Farmers Market Event, Vendor consents to the Licensee's and City's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Farmers Market Event. All images and databases relating to the Events will become shared property of the City of Winter Garden and Red Top Productions Corporation.

11. **Notices.** All notices and other communications under this Agreement shall be in writing, and must be hand-delivered or sent by United States certified mail, return receipt requested, postage prepaid, to the addresses listed as follows, or such other address as a party for itself shall have given notice:

CITY: City of Winter Garden
Attn: City Manager
300 W. Plant Street
Winter Garden, FL 34787

LICENSEE: Red Top Productions Corporation
Attn: Dana Brown, President
8062 South Cadiz Court
Orlando, FL 32836

Notices shall be effective upon delivery, if hand-delivered, or upon the date of postmark, if sent certified mail, return receipt requested, postage prepaid.

12. **Attorneys' Fees and Costs/Venue.** In any action at law or in equity brought under this Agreement, the prevailing party shall be reimbursed by the other party for all costs of bringing or defending the action through the completion of all appeals, including but not limited to reasonable attorney and paralegal fees, filing fees, and court costs. The exclusive venue for any litigation arising out of or relating to this Agreement shall be a court of competent jurisdiction in Orange County, Florida.

13. **Entire Agreement, Modification and Severability.** This Agreement expresses the entire agreement between the parties. The party's duties hereunder shall not be modified, changed, or rescinded by any oral or verbal promise, and no written modification or change of this Agreement shall be binding until such written modification shall have been approved in writing by an authorized representative of both parties. The validity, legality, or enforceability of any provision hereof or of the application of any provision to any particular situation or circumstance shall not in any way affect, impair, invalidate, or render unenforceable this Agreement or any other provision hereof or the application of such provision to different situations or circumstances.

14. **Waiver.** If either party waives a breach of this Agreement or fails to exercise any right under this Agreement, such waiver or failure to exercise rights shall not be construed as a waiver of any subsequent breach or right under this Agreement, or affect the party's rights thereafter to exercise such rights. Licensee voluntarily disclaims, releases and waives any claim or action for monetary damages against the City arising out of or relating to this Agreement or Licensee's control, regulation or use of the Farmers Market Area, except for any recovery that may be awarded pursuant to Paragraph 12.

15. **Construction.** Paragraph and section headings contained in this Agreement are for convenience and reference only and shall in no way be used to construe or modify the provisions of this Agreement. Pronouns of any gender shall include and mean all other genders and singular shall include the plural, as the context may require.

16. **No Joint Venture.** This Agreement does not create a partnership or joint venture. Any intention to create a joint venture or partnership relationship between City and Licensee is hereby disclaimed.

17. **Compliance with Laws and Regulations.** City and Licensee shall comply with all federal, state, county, municipal, and other government statutes, laws, ordinances, rules, regulations or orders affecting their respective business at their sole cost and expense.

18. **No Conflicts.** City represents that the execution of this Agreement does not violate or conflict with any other agreement City has with any third parties. Licensee is relying on this representation and consequently City covenants to indemnify and hold Licensee harmless from any and all claims, actions, damages, judgments, or expenses (including attorney and paralegal fees and costs through appeal) which may arise from any set of facts contrary to City's representation herein. In the event a claim is made by a third party that this Agreement conflicts in any way with any claimed rights or privileges of a third party, Licensee, at its option, may terminate this Agreement immediately upon written notice to City.

19. **Insolvency/Dissolution.** The following occurrences or events shall constitute a material default of this Agreement by Licensee and grounds for immediate termination of this Agreement by the City: (i) the filing by or against Licensee in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of Licensee to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) Licensee's making or proposed making of an assignment for the benefit of creditors; or (iii) dissolution of Licensee's corporate entity.

20. **Survival of Provisions.** All provisions of this Agreement which could have application after termination of this Agreement shall survive termination of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties concerning the matters addressed herein.

21. **No Assignment.** Licensee shall not, in whole or part, assign, transfer, pledge as security, mortgage, or otherwise transfer or encumber all or any part of this Agreement, or Licensee's interest in this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date first set forth above.

City of Winter Garden, a Florida municipal corporation

"City"

By: _____
Jon C. Williams, City Manager

Date: _____

RED TOP PRODUCTIONS CORPORATION, a Florida profit corporation
"Licensee"

By: *Dana Brown*
Dana L. Brown, President

Date: *July 17 2025*

Exhibit A

Farmers Market Area





THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director
Via: Jon C. Williams, City Manager
Date: July 17, 2025 **Meeting Date:** July 24, 2025
Subject: Dyson's Plaza Shell Construction – Proposed Change Order

Issue: CPWG Constructors, LLC, the general contractor for the Dyson's Plaza Shell construction project realized unexpected price increases on the following materials: lumber for the trusses/roof by **\$8,230**; related construction hardware by **\$4,416**; electrical materials by **\$18,000**; plumbing materials for unplanned piping associated with a greased trap option by **\$2,500**; and stucco materials by **\$3,300**. The grand total for the price increase is **\$36,446**. The primary cause for the material price increases was due mostly to delays during months March, April and May to resolve an unexpected structural concern which required reevaluation by the project's structural engineer. This delay intersected with the recent tariff uncertainty and made it difficult for the sub-contractors to honor their initial quotes as material prices did increase after the price guaranteed period of 30 days. This proposed change order exceeds the 10% cost contingency allowance already spent that was included in the total not-to-exceed value of \$384k which was CRA approved in June 2024. Staff has evaluated this change order request with the general contractor and anticipates no further cost increases towards the project's completion.

Recommended Action: Motion to approve authorizing City Manager to execute the proposed change order for the Dyson's Plaza shell construction in the amount of **\$36,446.00**.

Attachments/References:

PCO 2 Change order authorization form and support letter

Number: 02 (PCO 2)

**Construction
Agreement
Exhibit B
CHANGE ORDER**

This document reflects a change in the scope of the work under a construction contract entered into by **CONTRACTOR (CPWG Constructors, LLC)** and **OWNER (The James E. Dyson Revocable Trust)** for the work performed on real property described in the Construction Agreement executed by **OWNER** and **CONTRACTOR** and funded by the **CITY of WINTER GARDEN**. The Parties agree to change the scope of the work as follows:

This change results in an additional amount due from **OWNER (vis CITY)** to **CONTRACTOR** of \$ 36,446.00.

This change results in a reduced amount due from **OWNER (via CITY)** to **CONTRACTOR** of \$ N/A.

The undersigned agree that this document fully incorporates all of the terms and conditions of the Pioner Revitalization Construction Agreement and Grant Funding Agreement.

OWNER:

By: Linday Dyson-Smith Date: 7-2-2025

Print: Linday Dyson-Smith (Trustee)
of James E. Dyson (Trust)

CONTRACTOR:

By: Daniel C. Hart, II Date: 07/07/2025

Print: Daniel C. Hart, II

CITY:

By: _____ Date: _____

Print: Jon C. Williams

Title: City Manager



CPWG
CONSTRUCTORS, LLC

June 23, 2025

Steve Pash
Dyson Shell Renovation
Winter Garden, FL 34787

Reference: Dyson Building Shell Renovation plan set dated May 20, 2024.

Subject: Proposed Change Order #2 (PCO 2) – Price increases of materials across several scopes of work associated with the Dyson Bldg Project.

Dear Mr. Pash,

Included herewith is our Proposed Change Order for the additional cost of materials associated with trusses, construction hardware, multiple electrical materials, plumbing materials and labor, and stucco for the Dyson Bldg Shell Renovation Project.

Total: \$36,446.00

This includes the following details. Materials and labor are included:

- Lumber Material- Trusses - \$8,230
- Construction Hardware - \$4,416
- Electrical Materials - \$18,000
- Plumbing Materials - \$2,500
- Stucco - \$3,300

If you accept this PCO, please indicate by signing below and returning to CPWG. Once approved, it will be included on the next Change Order for your payment and inclusion into the contract.

Sincerely,
Vann Elliott
CPWG Constructors, LLC

ACCEPTANCE:

Name: Humday Dyson-Smith

Title: James E. Dyson (Trust)
Trustee

Date: 7-7-2025

AT THE READY.

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

Athletic Complexes

Commercial
Development

Construction
Management

Environmental
Services and Water
Resources

Landscape
Architecture

Land Development

Municipal

Parks and Recreation

Pavement
Management

Planning

Roadway design

Stormwater

Survey and
Mapping

Transportation

Utilities



THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: July 17, 2025

Meeting Date: July 24, 2025

Subject: CRAAB Board Appointments

Issue: In January of 2023, the City Commission approved language to remove the term limits and to stagger the terms. This now gives the City Manager authority to place the board members into three (3) groupings of the staggered terms. Ordinance #23-04, Section 2 - City Code Amendment part (d) outlines this and states the following:

(d) The board of commissioners of the community redevelopment agency shall, at its first meeting in July, appoint a community redevelopment advisory board, which shall consist of no less than seven and no more than nine members, of which a majority shall either reside, own property or operate a business located within the area of operation of the community redevelopment agency. In order to implement staggered terms on the community redevelopment advisory board, members serving on the board prior to July 1, 2022 will have their terms of office automatically extended as follows: (i) three board member's terms are extended to July 31, 2023; (ii) three board member's terms are extended to July 31, 2024; (iii) three board member's terms are extended to July 31, 2025; and (iv) the city manager will assign the foregoing extended terms to the specific members on the board. Thereafter, members shall be appointed for a term of three years, expiring July 31st of the third year of the term. Vacancies occurring during a term may be filled at any time in the same manner as the initial appointment was made, and shall remain effective until the first community redevelopment agency meeting in July of the last year of the remaining term when a successor is appointed. The terms of the chairman and vice-chairman of this advisory board shall be three years or the expiration of member's term that is serving in such capacity, whichever occurs first. The vice-chairman of this advisory board may be appointed chairman in the event the current chairman vacates his or her position as chairman, with the vice-chairman's unexpired term filled by appointment in the same fashion as the original appointment. If an advisory board member fails to attend more than three regularly scheduled meetings per year with a valid excuse, or two regularly scheduled meetings per year without a valid excuse, then that member shall relinquish his/her seat as a member of the advisory board. A member who has an excused absence may vote on any item on the agenda by making his or her vote known in writing to the chair or recording secretary prior to the start of the meeting. The community redevelopment advisory board shall have all duties and responsibilities as may be formally delegated by the community redevelopment agency, but shall, at a minimum, be responsible for the preparation and implementation of the community redevelopment plan through its recommendations to the community redevelopment agency.

The City of Winter Garden Community Redevelopment Advisory Board (CRAAB) currently has three (3) members who have expiring terms as of July 31st, 2025 and now need to be considered for term reappointments. The Community Redevelopment Agency (CRA), ultimately, appoints or

reappoints members based on the recommendations submitted by the Community Redevelopment Advisory Board. The Community Redevelopment Advisory Board met and discussed the options as a body and all three current members with expiring terms have expressed their intentions to continue serving for an additional three (3) years. The current members with term expiration (7/31/2025) for reappoint consideration are listed below and highlighted with an asterisk (*):

<u>Board Member</u>	<u>Term Expiration</u>
Torrence Rhodes	7/31/26
Derek Blakeslee, Chair	7/31/26
Larry Cappleman	7/31/26
Tim Keating	7/31/27
Nick Asma	7/31/27
Don Wingate	7/31/27
<i>Carmen Horne *</i>	7/31/25
<i>Jamie Holley *</i>	7/31/25
<i>Sharee Hodge *</i>	7/31/25

*Members with expired terms eligible for board reappointments

Recommended Action: Motion to approve the reappointments of Carmen Horne, Jamie Holley, and Sharee Hodge as continued Community Redevelopment Advisory Board members extending their terms to July 31st, 2028.

Attachments/References:

Ordinance No. 23-04

ORDINANCE NO. 23-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, PERTAINING TO THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY; AMENDING SECTION 98-121 GOVERNING THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY WITH RESPECT TO APPOINTMENT, REMOVAL, AND TERMS OF MEMBERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

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 98-121 of the City Code of Ordinances is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions):

(a) The city commission expressly authorizes the community redevelopment agency, pursuant to F.S. § 163.356, which shall be a public body corporate and politic and constitute a public instrumentality.

(b) The city commission authorizes the community redevelopment agency to exercise all the powers conferred and as limited by F.S. § 163.3161 et seq., with the exception of the power to make building regulation exceptions; zone or rezone within the designated community redevelopment area; close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places as specified by the community redevelopment plan; acquire land through eminent domain; construct foundations/platforms for affordable housing air rights sites; and enforce or enact ordinances which have the purpose of protecting the public health, safety, and welfare. All other powers necessary or within the boundaries of the community redevelopment area, more particularly described in exhibit A, attached to the ordinance from which this section derives and on file in the city offices, shall be vested with the community redevelopment agency.

(c) The city commission expressly appoints a board of commissioners of the community redevelopment agency, which shall consist of seven members. Five of the members shall be current members of the city commission. A sixth member may be appointed by the board of county commissioners, and the seventh member may be appointed by the city commission. The terms of office for the sixth and seventh members of the board of commissioners of the community redevelopment agency shall be four years.

(d) The board of commissioners of the community redevelopment agency shall, at its first meeting in July, appoint a community redevelopment advisory board, which shall consist of no less than seven and no more than nine members, of which a majority shall either reside, own property or operate a business located within the area of operation of the community redevelopment agency. In order to implement staggered terms on the community redevelopment advisory board, members serving on the board prior to July 1, 2022 will have their terms of office automatically extended as follows: (i) three board member's terms are extended to July 31, 2023; (ii) three board member's terms are extended to July 31, 2024; (iii) three board member's terms are extended to July 31, 2025; and (iv) the city manager will assign the foregoing extended terms to the specific members on the board. ~~Beginning on August 1, 2010, Thereafter, members shall be appointed for a term of three years, expiring in the month of July 31st of the third year of the term. Members appointed prior to August 1, 2010 shall serve out the remainder of the terms to which they were appointed.~~ Vacancies occurring during a term may be filled at any time in the same manner as the initial appointment was made, and shall remain effective until the first community redevelopment agency meeting in July of the last year of the remaining term when a successor is appointed. ~~A member of the advisory board cannot be reappointed after serving two consecutive full terms until he or she has remained off the board for one year; however, for members serving on the board as of August 1, 2010 and who are in the process of serving two or more consecutive terms at such time, such members may serve one additional succeeding term without interruption, regardless of the term limitations contained herein. Further, in the event that the city commission determines that special circumstances exist, the city commission may reappoint any member of the advisory board for a third consecutive term.~~ The terms of the chairman and vice-chairman of this advisory board shall be three years or the expiration of member's term that is serving in such capacity, whichever occurs first. The vice-chairman of this advisory board may be appointed chairman in the event the current chairman vacates his or her position as chairman, with the vice-chairman's unexpired term filled by appointment in the same fashion as the original appointment. If an advisory board member fails to attend more than three regularly scheduled meetings per year with a valid excuse, or two regularly scheduled meetings per year without a valid excuse, then that member shall relinquish his/her seat as a member of the advisory board. A member who has an excused absence may vote on any item on the agenda by making his or her vote known in writing to the chair or recording secretary prior to the start of the meeting. The community redevelopment advisory board shall have all duties and responsibilities as may be formally delegated by the community redevelopment agency, but shall, at a minimum, be responsible for the preparation and implementation of the community

redevelopment plan through its recommendations to the community redevelopment agency.

(e) The city commission and the community redevelopment agency shall agree upon an amount to be rebated back to the city each year of the amount deposited in the community redevelopment trust fund pursuant to F.S. § 163.387, for a particular year.

(f) The city commission and the community redevelopment advisory board shall also agree upon what powers the community redevelopment advisory board shall possess as they apply to the community redevelopment plan. In order for the interlocal agreement to become effective it must be approved by a unanimous vote of the city commission. If the interlocal agreement is not approved by a unanimous vote of the city commission within 12 months of the effective date of the ordinance from which this section derives, the community redevelopment plan shall expire and shall be of no further effect.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

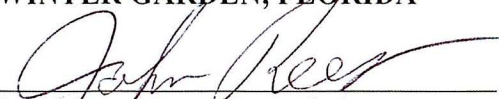
SECTION 5. Codification. Section 2 of this Ordinance shall be incorporated into the Winter Garden City Code. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: JANUARY 26, 2023

ADOPTED this 9TH day of FEB, 2023, 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 Grimage, City Clerk

S:\AKA\CLIENTS\Winter Garden\General W500-20501\Ordinance Eliminating Term Limits\Ordinance amending City Code re. CRAAB Term Limits 12-07-2022.docx





CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Adam Parish

HOME ADDRESS: 224 S Boyd Street DISTRICT # 1

PHONE: 407-470-8858 ALTERNATE: _____

EMAIL: adamsparrish@outlook.com OCCUPATION: Technical Director

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Lakes of Windermere HOA, Orlando Area Rowing Society

REFERENCE(S): Joe Roberts 407-448-7092 LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters in Business Administration, UCF

ADDITIONAL CONSIDERATIONS I have a passion for community building both through personal relationships and thoughtful design and architecture.

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- | | | |
|--|--|--|
| ☒ Architectural Review & Historic Preservation | ☐ General Employees Pension Board* | ☐ Police & Firefighter Pension Board* |
| ☐ Code Enforcement Board* | ☒ Community Redevelopment Agency Advisory Board* | |
| ☒ Planning & Zoning Board* | ☐ Election Canvassing Board | |

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297
E-MAIL: CITYCLERK@CWGDN.COM



APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
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BOARDS & COMMITTEES INTEREST

NAME: Ayhan Topgul

HOME ADDRESS: 1547 Juniper Hammock St. Winter Garden, FL 34787 DISTRICT # 1

PHONE: 321-888-9193 ALTERNATE: _____

EMAIL: readysailsail@icloud.com OCCUPATION: Finance Manager

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Citizens Appeal Board

REFERENCE(S): _____ LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Bachelors/Political Sciene. Board Memeber, Guardian ad Litem Advocate.

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Linda M. Pintro

HOME ADDRESS: 713 Orange Belt Loop, Winter Garden, FL 34787 DISTRICT # 1

PHONE: 703-582-0940 ALTERNATE: _____

EMAIL: lpintro@yahoo.com OCCUPATION: Attorney

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Christian Help Employ. & Res. Ctr, The Nurture Place, InFirst FCU

REFERENCE(S): Jackie Avery/Brit Johnson LICENSE/CERTIFICATION(S) DC & PA Bar

EDUCATION/EXPERIENCE: JD/George Washington Univ.(1984); BA/Syracuse Univ.(1981)

ADDITIONAL CONSIDERATIONS Retired JAG, USAF(2009); Retired FCC (2024).

Volunteer: Poverty Solutions Group (Circles West Orange); Jobs Partnership

BOARD(S) OF INTEREST

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☐ Architectural Review & Historic Preservation	☐ General Employees Pension Board*	☐ Police & Firefighter Pension Board*
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NAME: Rebecca Hurst

HOME ADDRESS: 234 N. Lakeview Ave, WG, 34787 (aka "Birdhouse") DISTRICT # 1

PHONE: 615-260-4025 ALTERNATE: n/a

EMAIL: turtle177@gmail.com OCCUPATION: Foodservice Supply Chain Exec

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Several in my industry, but none related to city governmental

REFERENCE(S): Nick Asma, Steve Pash LICENSE/CERTIFICATION(S) Several business & tech

EDUCATION/EXPERIENCE: BS Supply Chain, MBA, 25 years in foodservice supply chain leadership

ADDITIONAL CONSIDERATIONS After 44 years of being military & supply chain nomads, we are finally putting down roots and hoping to get more involved in helping our adoptive community.

BOARD(S) OF INTEREST

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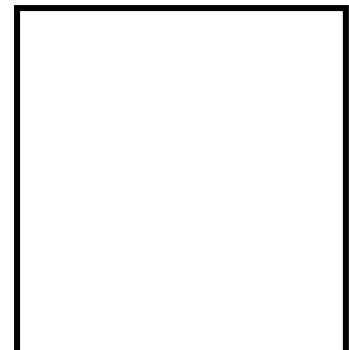
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BOARDS & COMMITTEES INTEREST

NAME: Richard Mulligan
HOME ADDRESS: 627 Autumn Oaks Loop W.G. DISTRICT # 1
PHONE: 407-230-4287 ALTERNATE: _____
EMAIL: rbmulligan32@gmail.com OCCUPATION: General Contractor - Retired
U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO
REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO
PRIOR BOARD(S) YOU SERVED? Mcr. chairman Winter Oaks - President
REFERENCE(S): _____ LICENSE/CERTIFICATION(S) GC-CGC 1501488
GC-CGC 1510464
EDUCATION/EXPERIENCE: Penn State University EIT
ADDITIONAL CONSIDERATIONS 60yrs Construction Industry 23 as a company owner

BOARD(S) OF INTEREST

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|---|--|--|
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BOARDS & COMMITTEES INTEREST

NAME: Thomas Liebscher Morelli

HOME ADDRESS: [REDACTED] Winter Garden (exempt per F.S. 119.071) DISTRICT # 1

PHONE: 407-269-3341 ALTERNATE: 407-900-9515

EMAIL: tom@morelli-law.com OCCUPATION: Attorney

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? None with the City / HOA Board (Covington Chase) - Vice President

REFERENCE(S): Ben Rust - 850-443-8534 LICENSE/CERTIFICATION(S) Florida Bar - 104796

EDUCATION/EXPERIENCE: Juris Doctorate / Practicing Attorney

ADDITIONAL CONSIDERATIONS City of Winter Garden Resident for 8 years / Owner of Morelli Law
located in Downtown Winter Garden (132 W. Plant Street, Suite 230)

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Benjamin LaTorre
HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2
PHONE: 407-394-9183 ALTERNATE: _____
EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor
U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO
REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO
PRIOR BOARD(S) YOU SERVED? Election
REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) _____
EDUCATION/EXPERIENCE: Masters in Accounting
ADDITIONAL CONSIDERATIONS Knights of Columbus

BOARD(S) OF INTEREST

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BOARDS & COMMITTEES INTEREST

NAME: Ingrid Collins

HOME ADDRESS: 1108 Brandy Lake View Circle

DISTRICT # 2

PHONE: 813-382-9405

ALTERNATE: _____

EMAIL: ingridcollinsfl@gmail.com

OCCUPATION: Associate State Director, AARP

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? WMFE

REFERENCE(S): Mimi Reggentin

LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: B.S. UCF

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
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BOARDS & COMMITTEES INTEREST

NAME: David Calvert

HOME ADDRESS: 2157 Tillman Avenue, Winter Garden, 34787 DISTRICT # 3

PHONE: 4072320774 ALTERNATE: _____

EMAIL: david.calvert@mvmc.com OCCUPATION: Hospitality Executive

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? No for Winter Garden. On board for Hotel in Boston, Ma

REFERENCE(S): Andy Sheeter (Crooked Can) LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: University of North Florida; 20+ years with Universal & Marriott

ADDITIONAL CONSIDERATIONS Currently, VP, Brand Strategy & Customer Communications for Marriott

Current 12 year resident of Winter Garden (7 years Windermere prior)

BOARD(S) OF INTEREST

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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Teresa Schorr

HOME ADDRESS: 12813 Keddlestone Lane Winter Garden FL 34787 DISTRICT # 3

PHONE: 3219455122 ALTERNATE: _____

EMAIL: terriclaire78@gmail.com OCCUPATION: Healthcare Compliance Officer

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? na

REFERENCE(S): _____ LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: MBA Loyola University, Certified in Healthcare Compliance

ADDITIONAL CONSIDERATIONS I am a mother and professional working in our community who believes
that working together with neighbors helps to build a community into a home.

BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS

- | | | |
|--|--|--|
| ☒ Architectural Review & Historic Preservation | ☐ General Employees Pension Board* | ☐ Police & Firefighter Pension Board* |
| ☐ Code Enforcement Board* | ☒ Community Redevelopment Agency Advisory Board* | |
| ☒ Planning & Zoning Board* | ☐ Election Canvassing Board | |

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297
E-MAIL: CITYCLERK@CWGDN.COM

For office use only:

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MAR 05 2024

CITY CLERK

APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR



CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Christopher Wyszynski

HOME ADDRESS: 14954 Tullamore Loop DISTRICT # 4

PHONE: 904-718-8587 ALTERNATE: _____

EMAIL: ch.wyszynski@gmail.com OCCUPATION: Attorney

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): Mike Milne 407-641-2111 LICENSE/CERTIFICATION(S) Florida Bar 84810

EDUCATION/EXPERIENCE: JD from FCSL 2010; FL Bar member 2010

ADDITIONAL CONSIDERATIONS Practice has focused on construction issues for six years, including
lien, permitting, and development concerns.

BOARD(S) OF INTEREST

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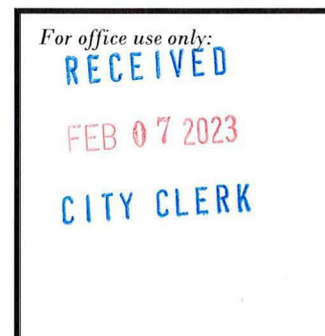
- | | | |
|--|--|--|
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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: DR. ALEXANDER ABRAHAM

HOME ADDRESS: 14495 WABASSO LOOP, WINTER GARDEN DISTRICT # 4

PHONE: 407-280-6496 ALTERNATE: _____

EMAIL: aa.abraham@ajrecorp.com OCCUPATION: DEVELOPER/BUSINESS ENTREPRENEUR

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? _____

REFERENCE(S): _____ LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: PH.D (BIOMEDICAL Engineering), FL DEVELOPER, FORTUNE 100 SR. BUSINESS ANALYST, BUSINESS Ops Consultant

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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☒ Architectural Review &
Historic Preservation

☐ General Employees
Pension Board*

☐ Police & Firefighter
Pension Board*

☐ Code Enforcement Board*

☒ Community Redevelopment
Agency Advisory Board*

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FEB 27 2023

CITY CLERK

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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

BOARDS & COMMITTEES INTEREST

NAME: Karina Martinez

HOME ADDRESS: 15317 Beamleigh Road Winter Garden FL 34787 DISTRICT # 4

PHONE: 3863338519 ALTERNATE: _____

EMAIL: karinaamartinez0@gmail.com OCCUPATION: Paralegal

U.S. CITIZEN? ☒ YES ☐ NO

CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO

CITY EMPLOYEE? ☐ YES ☐ NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): N/A LICENSE/CERTIFICATION(S) Project Manager - Notary

EDUCATION/EXPERIENCE: Project Manager - Notary license

ADDITIONAL CONSIDERATIONS _____

BOARD(S) OF INTEREST

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APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: July 17, 2025

Meeting Date: July 24, 2025

Subject: 8 N Highland Ave & 271 W Plant St
AMERICAN LEGION CHALLENGE 22 & RUCK WALK
PARCEL ID# 23-22-27-2548-01-010, 23-22-27-0916-00-180, N HIGHLAND AVE

Issue: Special Event approval for the American Legion Challenge 22 “Ruck Walk” on Saturday, November 15, 2025.

Discussion:

The American Legion is requesting approval to hold their annual Challenge 22 Celebration and Ruck Walk special event on Saturday, November 15th from 9:00 am until 2:00 pm. Set up will be from 7:00 am to 8:30 am and cleanup will be from 2:00 pm to 3:00 pm. They are requesting to close a portion of N Highland Ave so they can utilize the American Legion Property as well as the property located at 8 N Highland for the event. The event will include a stage with live music, tents with veteran service information, and a food station.

Recommended Action:

Staff recommends approval of the event with conditions outlined in the attachment.

Attachment(s)/References:

Permit Application
Site Plan
Conditions of approval



Community Development
Planning & Zoning

MAR 14 2025

Received by: CR
Project #:

PZE 2025-0042

11/15
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: 3/6/2025
ORGANIZATION/GROUP: Challenge 22 Inc NON-PROFIT ☒ CORP ☐ INDIV. ☐
NAME OF EVENT: Challenge 22 Ruck Walk
CONTACT/REPRESENTATIVE: Kurt Gies PHONE # 407-701-9416
ALT. PHONE #: _____ EMAIL: KurtGies@Gmail.com
EVENT LOCATION: Highland St or Plant St in front of City Hall if hotel is under construction PROPOSED DATES: 11/15/24 - 2025
HOURS: 0700-1500 ESTIMATED DAILY ATTENDANCE: 500+
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 0600 BREAKDOWN: 1500

8 N HIGHLAND ST.

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

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

EVENT DETAILS

- ☐ ADMISSION CHARGE/TICKET SALES
- ☐ ALCOHOL SERVED
- ☐ ALCOHOL SALES
- ☐ FIREWORKS/PYROTECHNICS
- ☐ FOOD TRUCKS
- ☐ MERCH. VENDORS # OF: _____
- ☒ OPEN TO PUBLIC
- ☒ STREET/SIDEWALK CLOSURE
HOURS OF: 0600-1800
- ☒ CITY WATER USED
- ☒ EVENT HELP PREVIOUSLY
- ☒ CITY ELECTRIC USED

EQUIPMENT AT EVENT

- ☒ AMPLIFIED SPEAKING/MUSIC
HOURS OF: 0830-1500
- ☒ PORTABLE RESTROOMS
- ☐ SPORTS EQUIPMENT
- ☒ STAGE/PROPS/PRODUCTION
- ☒ TENTS # & SIZE OF: 5
- ☒ TEMPORARY EVENT SIGNAGE
- ☒ DUMPSTERS/RECEPTACLES
- ☐ COOKING EQUIPMENT USED
- ☐ GAS ☐ OPEN FLAME
- ☐ OTHER (EXPLAIN): _____



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 ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

see attached

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:			

Permit application addendum

The event we are planning is called **9th Annual Challenge 22 – “Ruck” walk**. The purpose is to raise community awareness to the fact that 22 veterans per day are taking their own lives due to PTS. By raising awareness, we can hopefully curtail these tragic occurrences from our Veterans who have served their country with Honor. This will be open to the Public and local businesses, schools, and local veteran and youth organizations are HIGHLY encouraged to attend.

It is our intent to invite numerous Public Officials, area Police and Fire Depts, American Legion HQ officers and staff as well as neighboring Veteran Service Organizations.

(Attached is an overall site plan and route)

We are requesting the City of Winter Garden partner with Challenge 22, Inc and our Winter Garden veterans and first responders in this event. It will be held on Nov 15th, 2025. The partnership would include things like marketing, promotion and advertising of the event through various media, event day City staff support, and in any other areas that could help make this event a success (similar to Bloom and Grow, but on a smaller scale).

The schedule is tentatively as follows:

- **0700 – 0830** – set up
- **0900 – 1000** – registration
- **10 – 11am** Introduction of Purpose of event, Presentation of Colors, Prayer, Pledge of Allegiance, Intro of special guests and Intro of title speaker, Flag memorial service, military rifle volley, etc.
- **11am-1215pm** – Walkers step off down west orange trail east towards library with turn around occurring near 11th Street.
- **1230 – 2pm** -Food and drink service continues. Band playing on and off. Suicide Prevention Organizations will have info tables set up to help raise awareness.
- **2-3pm** clean up

Additional info:

- We would like to use the same location as 2023 and 2024, if the WG Hotel is not yet started construction.
- The 2nd option is Plant St and Trail closed between Oval and Highland St
- Our 3rd option would be somewhere on Plant St, like the parking lot at Dillard and Plant
- We need police patrolmen to help close roads and escort the walkers as we progress around the route. Also any side streets need to be temporarily blocked off while we are in each particular phase. Coordinating route with WGPd. We will also require on-site off-duty security for event.
- We plan on asking local Police and Fire Depts if they want to get involved alongside us. We would welcome all area First Responders to come alongside us and be a partner.
- Portable toilet(s) and trash cans are requested to be placed in the park as necessary.

- We are seeking sponsors. Based on the amount who get involved, it will determine how many vendor tables, tents we will be putting up. All these should be able to be located in the section highlighted on the site map.

Insurance:

The attached is a copy of our insurance certificate. The City of Winter Garden has been named an "Additional Insured".

Very respectfully submitted,

Kurt R Gies
Exec Dir Challenge 22, Inc
407-701-9416



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

**Name Of Additional Insureds Person(s) Or
Organization(s):**

American Legion
271 W Plant St
Winter Garden, FL 34787

City of Winter Garden
300 W Plant St
Winter Garden, FL 34787

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): American Legion 271 W Plant St Winter Garden, FL 34787 City of Winter Garden 300 W Plant St Winter Garden, FL 34787
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CHALLENGE 22 INCORPORATED
12200 WEST COLONIAL DRIVE STE 300K
WINTER GARDEN, FL 34787

Date:
08/28/2023
Employer ID number:
93-1479215
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 26, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053629004573

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

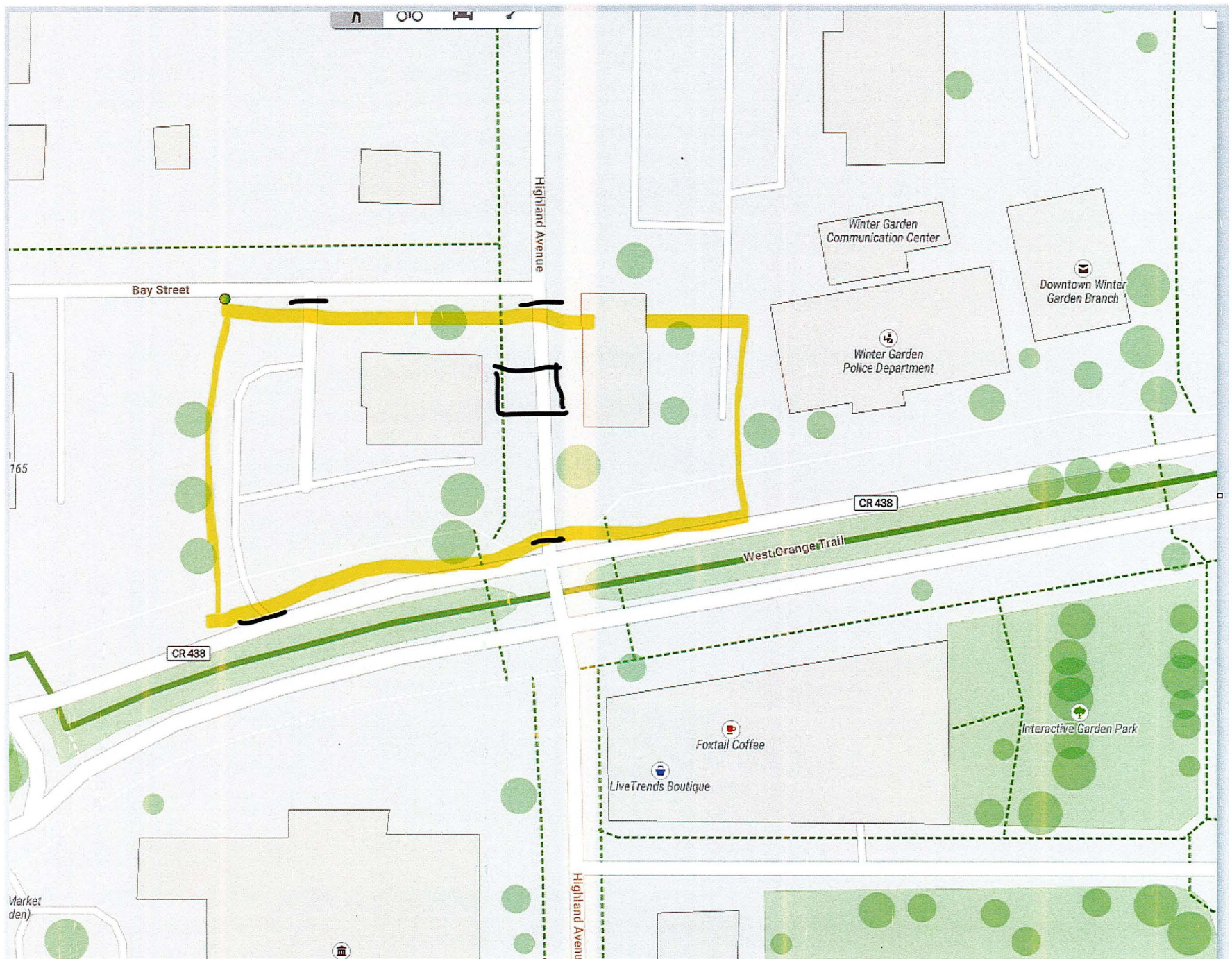
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com	
INSURED Challenge 22, Inc c/o Austin Arthur 12200 W Colonial Dr, suite 300K Winter Garden FL 34787		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	3DS5476-M3290113	03/15/2025 12:01 AM	03/16/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 300, Event Type: Walking Event. Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER American Legion 271 W Plant St Winter Garden FL 34787	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL

Event: American Legion Challenge 22 – Ruck Walk & Celebration

Location: 8 N Highland Ave & 271 W Plant St
PARCEL ID# 23-22-27-2548-01-010, 23-22-27-0916-00-180,
N Highland Ave (portion)

Date of Event: November 15, 2025

Conditions of Approval:

- The barricades must remain in place for the duration of the event and may not be moved.
- All landscaping shall be protected from pedestrian traffic. All damaged landscaping shall be replaced within one week of this event.
- Two off-duty police officers shall be at the event to ensure state and local laws are followed.
- No waivers from the noise ordinance are being granted as part of this approval, the event is subject to all conditions outlined in Chapter 38, Article IV of the City Code.
- Approval from Orange County is required to use the West Orange Trail for the “Ruck Walk”.
- No golf carts are permitted to be driven on the West Orange Trail.
- The City of Winter Garden will provide assistance when the Ruck Walk occurs to help cross streets and not have any negative impacts on the roads.
- Parking – no parking spaces are reserved for this event. All parking is open to the public.
- Certificate of Insurance shall be provided prior to the event.
- No murals may be painted on the sides of buildings for the event.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com