



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

Regular Meeting

August 14, 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 24, 2025

2. Presentation

- A. Proclamation 25-10: West Orange Healthy Selfie Day – September 19, 2025 – **Mayor Rees**

3. Regular Business

- A. **Resolution 25-08:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF WINTER GARDEN, FLORIDA; PROVIDING PURPOSE; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT, RATIFICATION, AND CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION; PROVIDING FOR ADOPTION OF FINAL FIRE ASSESSMENT RATES AND IMPOSITION OF FIRE ASSESSMENTS; PROVIDING FOR EFFECT OF ADOPTION OF FINAL RESOLUTION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE (**City Manager Recommends Not Proceeding With Public Hearing To Impose Fire Protection and Rescue Assessment**) – **City Manager Williams**
- B. Recommendation to award contract to Schwenn Services for purchase and installation of Roof top A/C Unit at the Garden Theatre in the amount of **\$54,202.90** – **Facilities Operations Manager Markland**
- C. Recommendation to approve **SPECIAL EVENT** – Annual Oktoberfest by the Crooked Can Brewery (Plant Street Market) - October 17, 18 and 19, 2025 – with street closure and subject to conditions – **Planning Director Carson**
- D. BOARD APPOINTMENTS: **Planning and Zoning Board** – **Planning Director Carson**

- 4. Matters From Public - (Limited to 3 minutes per speaker)**
- 5. Matters From City Attorney - A. Kurt Ardaman**
- 6. Matters From City Manager - Jon C. Williams**
- 7. Matters From Mayor and Commissioners**
- 8. Adjourn to Regular Meeting on Thursday, August 28, 2025 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor**

NOTICES:

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

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

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

July 24, 2025

Regular Meeting of the City of Winter Garden City Commission was called to order by Mayor Pro Tem Lisa L. Bennett 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 Pro Tem/Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager - Jon C. Williams
City Clerk - Angela J. Grimmage
Acting City Attorney - Benjamin Schafer

Absent: Mayor John Rees

1. Approval of Minutes

A. Regular Meeting Minutes - July 10, 2025

Motion by Commissioner Johnson to approve the regular meeting minutes of July 10, 2025, as submitted. Seconded by Commissioner Jones and carried unanimously 3-0.

Commissioner Sharman arrived at this point in the meeting at 6:35 p.m.

2. Presentation

A. Legislative Update – House of Representatives Leonard Spencer

State Representative Leonard Spencer (District 45) highlighted key outcomes from Florida's recent, record-long legislative session. He noted \$1.5 million for the South Lake Apopka wastewater extension, regional investments, and support for the Central Florida Mother's Milk Bank. Other focuses included family affordability, Live Local Act funding, job readiness, local economic development, and law enforcement pay raises, along with property tax discussions. Representative Spencer also addressed school vouchers, insurance reform, housing, and emphasized the importance of local government control. He concluded by thanking the City for its collaboration.

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

Acting City Attorney Benjamin Schafer 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 Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Johnson to adopt Ordinance 25-13. Seconded by Commissioner Sharman 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

Acting City Attorney Benjamin Schafer read Ordinances 25-18, 25-19, and 25-20 by title only. Planning Director Kelly Carson informed the City Commission of the applicant's request to annex, and she noted the property size and location. She spoke 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 Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

It was recommended that the City Commission cast votes separately for each ordinance.

Motion by Commissioner Sharman to adopt Ordinance 25-18. Seconded by Commissioner Jones 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

Mayor Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Sharman to adopt Ordinance 25-19. Seconded by Commissioner Johnson 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

Mayor Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Sharman to adopt Ordinance 25-20. Seconded by Commissioner Johnson 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

Acting City Attorney Benjamin Schafer 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's 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 Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Jones to adopt Ordinance 25-21. 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

Acting City Attorney Benjamin Schafer read Ordinance 25-22 by title only. Planning Director

Kelly Carson outlined proposed city code amendments to revise regulations for solicitors and peddlers. The changes aim to bolster public safety, ensure accountability, and grant community members greater control over solicitations at their homes or businesses. Key revisions include expanding the definition of "solicitor" to cover those seeking charitable donations or conducting commercial surveys, while still excluding religious and political canvassing. The ordinance also proposes banning solicitations in public rights-of-way and updating the permitting process to require each individual solicitor, who must be at least 18, to apply separately. Non-profit organizations will also need permits and must adhere to all solicitor rules, though they can request a fee waiver. Additionally, a "no-solicitation list," managed by the Police Department and shared with all permit holders, would allow residents and business owners to opt out of solicitations. Ms. Carson noted a change to the ordinance since its last read and clarifies that these regulations do not apply to panhandlers as the City already has a section in the code that addresses panhandling within the City. She read the change added to Section 22-26. Staff recommended approval.

Mayor Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Commissioner Sharman shared that his number one constituent, his wife, approved this ordinance.

Commissioner Bennett noted that as the City Commissioner for District 1, she has received a lot of complaints about people downtown being approached while they are trying to eat, especially in the outdoor areas.

Motion by Commissioner Sharman to adopt Ordinance 25-22. Seconded by Commissioner Jones and carried unanimously 4-0.

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

Acting City Attorney Benjamin Schafer read Resolution 25-06 by title only. Finance Director Laura Zielonka stated that the City's current purchasing manual was last updated in July 2011. She noted that the revised proposed purchasing manual incorporates updated language from Florida Statutes, adds City procedures, and provides purchasing thresholds. Staff recommended approval.

Motion by Commissioner Sharman to approve Resolution 25-06. Seconded by Commissioner Johnson and carried unanimously 4-0.

- 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 Jon C. Williams stated that he would start with good news, noting the intent to set the tentative millage rate at 5.30 mills, but the budget is a fluid document which they have been working on almost daily. He noted that with some of the most recent updates, staff feel that they can set the millage rate at a much lower rate. He noted that he updated the agenda item and distributed it for review. He explained that, as with the fire assessment, every year the City always sets the millage rate at a higher rate with the intent of giving staff flexibility as they review and work the budget with the goal of bringing it down. He noted that this goal still remains.

Mr. Williams noted that the Truth-in-Millage (TRIM) legislation timetable requires the City to advise the Property Appraiser of the proposed millage rate by August 1st of each year. He noted that staff recommended establishing an initial millage rate of 4.8565 mills. He noted that the City Commission could reduce the rate to the current rate during the budget hearings, which would be held in September; however, the Commission cannot increase the rate above the tentative rate without starting the whole TRIM process over. Furthermore, he noted that this would provide staff with ample time to continue to evaluate the budget for additional reductions, cost savings and/or possible additional revenues. Mr. Williams provided details for the City Commission's consideration, such as the current gross taxable value, the current year rolled-back rate, information on what one mill would generate in revenue, and he spoke of the current year's budgeted Ad Valorem Tax Revenue (AVTR). Mr. Williams gave scenarios of revenue by noting the current millage rate, the rolled-back rate, and the proposed millage rate.

City Manager Williams further reiterated and explained the process involved in setting the millage, requirements if changes are needed to raise the rate or lower the rate and date constraints for providing information to the Property Appraiser. He explained that the set millage rate set by the City of Winter Garden would be sent to all property owners within Winter Garden directly after August 1st. Staff recommended approval to set the proposed millage rate for the Fiscal Year of 2025/2026 budget at the rate of 4.8565 and set the public hearing dates for the second and fourth Thursday in September, which are September 11, 2025, and September 25, 2025, at 6:30 p.m.

Discussion ensued regarding clarification of the voting requirement for setting specific millage rates, this process being a normal procedure and requirements to bring the best possible rate.

Motion by Commissioner Jones to approve setting the proposed millage rate for the Fiscal Year of 2025/2026 budget at the rate of 4.8565 and set the public hearing dates for the second and fourth Thursday in September, which are September 11, 2025, and September 25, 2025, at 6:30 p.m. Seconded by Commissioner Johnson and carried unanimously 4-0.

- 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 Jim Monahan stated that this is a request for a purchase order to replace the asphalt with brick, and he named the street locations for the work. The project is expected to take four weeks, with segments of the roadway closed at a time for the conversion. Furthermore, he indicated that the contractor would coordinate with local businesses to minimize disruption during construction. Staff recommended approval.

There was discussion on whether repairs are included should issues arise under the road. Mr. Monahan replied that this does not include discoveries. However, there are broken curbs and sidewalks that would be included in the repairs.

Motion by Commissioner Jones 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. Seconded by Commissioner Sharman and carried 4-0.

- 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 Marc Hutchinson stated that the license agreement between the City of Winter Garden and Red Top Productions Corporation (RTP) for operating the Winter Garden Farmers Market has expired. He indicated that the agreement would permit RTP to run the market on Saturdays from 8:00 AM to 1:00 PM, including managing the setup and breakdown of the market. Furthermore, Mr. Hutchinson stated that it is the desire of the City to renew this agreement, allowing RTP to continue controlling, operating, and regulating the Farmers Market. Staff recommended approval.

Motion by Commissioner Jones to approve the City Manager execute and renew the Farmers Market License agreement between the City of Winter Garden and Red Top Productions Corporation. Seconded by Commissioner Johnson and carried unanimously 4-0.

Dispensed as the City Commission and convened as the Community Redevelopment Agency at 7:05 p.m.

Members Present: CRA Vice-Chairman Lisa L. Bennett and CRA Members Iliana R. Jones, Chloe Johnson, Colin Sharman, CRA Advisory Board Member Larry Cappleman, and Orange County Appointee Charlie Mae Wilder

Members Absent: CRA Chairman John Rees

- E. Recommendation to approve authorizing City Manager to execute proposed Change Order for Dyson's Plaza shell Construction in the amount of \$36,446

This item was heard after Item 4.F.

Economic Development Director Marc Hutchinson stated that the general contractor for the Dyson's Plaza Shell construction reported an unexpected total price increase of \$36,446 due to material cost hikes. He spoke of the delays stemming from unforeseen structural issues that required re-evaluation. He said that these delays pushed material procurement beyond initial price guarantee periods, coinciding with recent tariff uncertainties, which made it difficult for subcontractors to honor their original quotes. Furthermore, Mr. Hutchinson noted that this proposed change order exceeds the ten percent cost contingency allowance. Staff recommended approval.

CRA Member Larry Cappleman noted the impact of this project on building enthusiasm in the East Winter Garden renovation and noted that the CRA Advisory Board recommends approval.

Motion by CRA Member Charlie Mae Wilder to approve authorizing the City Manager to execute a change order for Dyson's Plaza shell construction in the amount of \$36,446. Seconded by CRA Member Sharman and carried 6-0.

F. BOARD APPOINTMENTS: Community Redevelopment Agency Advisory Board

Economic Development Director Marc Hutchinson gave some history from 2023 on the Community Redevelopment Agency Advisory Board (CRAAB) term changes made in Ordinance 23-04, which would stagger the terms of the board members into three groups. He noted three expiring terms, CRAAB meeting discussions, and the desire of the expiring members to remain on the board. He named the three members seeking reappointment as Carmen Horne, Jamie Holley, Sharee Freeman [formerly Sharee Hodge] and staff recommended approval of the reappointment.

There was an inquiry into whether the CRA board members had any other nominations, and there were none noted. CRA Member Larry Cappleman spoke of the CRAAB, recommending the reappointment of the expiring members, noting they have been good reliable members who have attended the meetings who have contributed and participated and now have experience of being able to move forward with improvements in the East Winter Garden community.

Motion by CRA Member Charlie Mae Wilder to approve the reappointment of CRA Advisory Board members Carmen Horne, Jamie Holley, Sharee Freeman. Seconded by CRA Member Cappleman and carried unanimously 6-0.

Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 7:11 p.m.

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 Kelly Carson stated that the American Legion is requesting approval to hold their Challenge 22 celebration and Ruck Walk. She noted the event dates, times, road closures, and activities. Staff recommended approval, subject to conditions. Mayor Pro Tem

Bennett recognized Kurt Gies to share information about this event.

Kurt Gies, Executive Director and Founder of Challenge 22, shared that they are now a 501(c)3 non-profit corporation. He shared that the American Legion is partnering with them and offering support, but the event permit would actually be under their name. Mr. Gies spoke of their purpose, which is to end veteran suicide, and how he approached the City 8 years ago with no idea where this dream would take them. He shared that since that date, they have raised over \$650,000 in the Winter Garden area. He noted that they have worked with over 10,000 veterans, first responders, active-duty members, and family members. Furthermore, he noted that there have been no reported suicides among that group. He spoke of organizing as a non-profit, challenges within the tax code, the ability to lobby the legislature, and the future of the purpose. He thanked the City for their support and generous donations.

Motion by Commissioner Sharman to approve the special event for the American Legion Challenge 22 "Ruck Walk" on Saturday, November 15, 2025, from 9:00 a.m. to 2:00 p.m., with street closure. Seconded by Commissioner Johnson and Commissioner Jones simultaneously and carried unanimously 4-0.

5. Matters From Public

Gretchen Tope, 512 North Lakeview Avenue, Winter Garden, Florida, addressed concerns about the chamber's sound system, and it was noted that the City Commissioners needed to speak into the microphones. Ms. Tope complimented the Fire and Rescue for their service and shared a recent experience, mentioned that the brand-new fire truck had a broken clock, and thanked the Police and the Firefighters for their service.

Mayor Pro Tem Bennett echoed her comments, sharing that her dad recently needed the ambulance services, and noted how nice and comforting it is to have the service in-house and have our staff show up.

Sarah Wolfe, 221 N. Boyd Street, Winter Garden, Florida inquired of the millage rate of 4.8565 and if it included the fire assessment. City Manager Jon C. Williams responded that it would be separate and explained how the additional millage and the fire assessment were separate tools for addressing the upcoming budget. There was discussion on the Dillard Street project being paused and not canceled. This was mainly due to the costs and growth changes to traffic.

Allison Painter, 393 N. Lakeview Avenue, Winter Garden, Florida, inquired about the project to brick Joiner Street and noted other roads that need attention. She also inquired of City Manager Williams as to the half paving of her back alley, noting traffic using her alley. Discussion ensued.

6. Matters From City Attorney - There were no items.

7. Matters From City Manager

City Manager Jon C. Williams noted that the first community engagement meeting was held regarding the proposed fire assessment. He noted a turnout of approximately 60 people and

mentioned that notices were delayed in reaching everyone. He noted that the next community meeting would be on July 29, 2025, which he presumes will probably be standing room only. He expressed that, as with the tentative millage rate, the initial assessment resolution was adopted at the max rate, and it is the City's goal to bring that down as much as possible and make a recommendation at the August 14, 2025, City Commission meeting. Discussion ensued on the max rate, public hearings, and community engagement.

City Manager Jon C. Williams congratulated Mayor Pro Tem Lisa L. Bennett on a job well done in presiding over this meeting.

8. Matters From Mayor and Commissioners

A. Florida League of Cities Annual Conference Voting Delegate

There was discussion about who would attend the Florida League of Cities Annual Conference, and it was noted that Commissioner Iliana R. Jones would be in attendance.

Motion by Commissioner Sharman to appoint Commissioner Iliana R. Jones as the City of Winter Garden Voting Delegate at the Florida League of Cities Annual Conference. Seconded by Commissioner Johnson and carried unanimously 4-0.

Commissioner Colin Sharman complimented Mayor Pro Tem Lisa L. Bennett on a job well done in running the meeting.

Commissioner Chloe Johnson also congratulated Mayor Pro Tem Lisa L. Bennett. She then thanked resident Gretchen Tope for her advice about speaking into the microphones, noting that she would use it more often so that she could be heard. Commissioner Johnson thanked staff for always doing a good job and for protecting and serving.

Commissioner Iliana R. Jones thanked all the staff and the first responders. She congratulated Mayor Pro Tem Lisa L. Bennett for a job well done in running the meeting.

Mayor Pro Tem Lisa L. Bennett thanked the first responders and the fire department, noting their assistance with her dad and she expressed that they were very professional. She thanked them again.

9. Adjourn

The meeting adjourned at 7:34 p.m.

ATTEST:

APPROVED:

City Clerk Angela J. Grimmage

Mayor John Rees



Proclamation 25-10

Whereas, Healthy West Orange inspires healthy behaviors and provides resources to help residents make better lifestyle choices; and

Whereas, Healthy West Orange champions healthy programs that deliver health and wellness activities; and

Whereas, Healthy West Orange unites health-minded organizations for whom a healthy community provides meaningful benefits; and

Whereas, Healthy West Orange advocates for healthy community decisions and encourages local leaders to keep their communities' health and wellness a top priority; and

Whereas, Healthy West Orange declares the third Friday in September as the Annual West Orange Healthy Selfie Day.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to declare Friday, September 19, 2025 as

West Orange Healthy Selfie Day

and I urge all citizens to join in supporting this initiative.

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 14th day of August, 2025.



John Rees
Mayor John Rees

Attest:
Angela L. Grimage
Angela Grimage, City Clerk



THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

To: City Commission

Via: Jon C Williams, City Manager

Frank M. Gilbert, Asst. City Manager – Administrative Services

From: David Markland, Facilities Operations Manager

Date: August 7, 2025

Meeting Date: August 14, 2025

Subject: Request Contract Approval for Purchase and Installation of a Roof Top A/C Unit (RTU) 3, located at the Garden Theatre.

Discussion: Garden Theatre's RTU # 3 is the last roof top unit to be placed, part of a 3-year plan to upgrade all aging A/C units. This unit supplies back of stage, 2nd & 3rd floors. This project will include a small section of failing ductwork on 3rd floor. Project funding was pre-approved for FY25, 001-0746-539.62-00 # 25011.

The city received three bids as follows

Schwenn Services- \$54,202.90, Westbrook- \$59,239.88, Carrier- \$85,452.00

Recommended Action:

Schwenn Services has completed two other Theatre RTU placements with great satisfaction, along with other larger building unit service. It's recommended the Commission award the contract to Schwenn Services for \$54,202.90

Attachments: Internal Memorandum dated August 7, 2025 to City Commission

Contractor Estimates



Estimate

Schwenn Services & Contracting, LLC

48 N. Woodland Street
Winter Garden, FL 34787
Phone 407-895-7550
Fax 407-895-7556

Date	Estimate #
1/10/2025	25-0010

Name / Address
City of Winter Garden 300 W Plant St Winter Garden, FL 34787

Ship To
Winter Garden Theatre 67 S. Dillard Street Winter Garden, FL 3487

Scope of Work: Provide permit Disconnect existing equipment Coordinate with crane operator to remove rooftop equipment Install curb adapter for new unit Set new rooftop equipment on curb adapter Seal openings from unit to curb Tie in existing low voltage Start up and commission system Haul away and dispose of old equipment as per EPA guidelines Provide (1) year parts and labor warranty Remove the existing duct detectors on an air handling unit and re-install these same duct detectors on the new air handling unit. Unhook and rehook electrical ** any additional electrical will be billed separately **Street closure not included		0.00	0.00
25 Ton Carrier Unit 50FE-M28A2B5-0A0A0	1	39,926.60	39,926.60
50 Ton Crane Service Rental	1	2,450.00	2,450.00
Permit	1	441.00	441.00
Ductwork	1	3,000.00	3,000.00
This Estimate only covers the above scope of work and any unforeseen circumstances will be submitted to customer for further review. This Estimate is only valid for 30 days and subject to the availability of the equipment or materials being ordered All quotes are priced at regular service hourly rates unless otherwise stated. (7:30am-4:00pm) All invoices are due Net 30 Days. All accounts over ten (10) days past due will be subject to a one and one-half percent (1.5%) service charge per month. In the event of any legal actions, Schwenn Services shall be entitled to collect attorney's fees and all costs of collection.			
Total			\$54,202.90



Project Agreement

Date:

5/29/25

Proposal Number:

EF5165

By and Between

Westbrook Service Company, LLC

City of Winter Garden

1411 South Orange Blossom Trail

300 W. Plant St.

Orlando, FL 32805

Winter Garden, FL 34787

Phone # (407) 841-3310

407-230-1854

Fax # (407) 425-9934

-

Services will be provided at the following location(s):

Winter Garden Theater 25 ton Package Unit Replacement

160 W. Plant St.

Winter Garden, FL 34787

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Replace the existing package unit

PRICE: \$59,239.88 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Company, LLC and upon continuance of credit approval by Westbrook Service Company, LLC. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Company, LLC unless made in writing and signed by an officer or authorized manager of Westbrook Service Company, LLC.

Westbrook Service Company, LLC

City of Winter Garden

By: Eric Fincham

By: _____

Title: Account Executive

Title: _____

Date: 5/29/2025

Date: _____

Approved for Westbrook Service Company, LLC

Signature: _____

Project Agreement

Date:

5/29/25

Proposal Number:

EF5165

SCOPE OF WORK

- Reclaim, disconnect, remove and dispose of the existing 25 ton package unit
- Installation of a new 25 ton package unit
- Curb adapter included, if necessary
- Transition from the new unit to the existing condensation line
- All crane and rigging is included
- Electrical disconnect/reconnect and new fuses in the existing service disconnect are included
- Lighting protection will be removed and reinstalled. If extensions are needed, this is not included and will be at an extra expense to the customer
- No work to be done with the existing ductwork
- Permitting included

*Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**Should material and equipment prices rise due to tariffs, we may need to adjust our pricing to reflect these increased costs.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- DDC controls
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Removal, replacement, repair, and/or reinstallation of ceiling systems
- Clearing, snaking, and/or jetting of plumbing systems (unless otherwise noted above)
- Breakers, wiring, conduit
- Alarm work: fire, smoke, and/or burglar
- Fire suppression
- Stucco, concrete or block work
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages
- Permitting fees not included as this is for the city

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.



Address 7305 Greenbriar Parkway
Orlando, Fl. 32819

Phone 407-509-4189

Fax

E-mail michael.w.selah@carrier.com

Contact Name David Markland

Account CITY OF WINTER GARDEN

Phone (407) 877-5464

Site Address 161 W Plant St
Winter Garden
FL
34787-3142
United States

Estimate Date 05/27/2025

Quote Number 01588123

Job Description S-Garden Theatre-Replace rooftop package unit

Scope of Work

Carrier Corporation is pleased to submit our cost proposal for the removal and replacement of QTY-(1) Carrier Roof Top Package Unit located at the Garden Theatre, Winter Garden Florida.

MECHANICAL:

- Crane service
- Removal and haul-off of old RTU.
- Setting and anchoring to existing curb on a new curb adaptor.
- Condensate piping to match existing.
- Factory startup by Carrier Technician
- Permit

ELECTRICAL:

- Perform L.O.T.O. to breaker.
- Removal of lightning protection and save for reuse.
- Provide and install new rating plug in existing circuit breaker to match nameplate rating.
- Provide and install new Non-Fused Disconnect at new RTU.
- Provide and install junction box to extend existing feeder wire to new RTU.
- Provide misc. conduit and wiring as required to reconnect new RTU.
- Disconnect and reconnect conduit for Controls and Fire Alarm conduit. (Fire alarm contractor provided by customer for disconnect/reconnect)
- Terminate and torque all electrical connections.

BUILDING CONTROLS:

- Disconnect/reconnect.

New Equipment: Carrier 25 Ton Roof Top Unit: QTY-(1)

- Model:50FE-N28A2M5-8L0A0
- 50kw Heater
- Curb Adaptor

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

EXCLUSIONS:

- Any additional parts or labor not described in the proposal above.
- Ultraviolet Lighting removal or replacement
- Fire Alarms, Smoke Detectors or any life-saving equipment. (Fire Alarm Contractor to be provided by customer)

EXCLUSIONS (continued)

- Test and Balance of air side.
- Engineered drawings or design.

CLARIFICATIONS:

The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

- Work to be completed Monday-Friday during normal business hours 7:00am-3:30 pm.
- Customer responsible for Storage fees of new equipment beyond (1) one month.

WARRANTY:

“Parts Only Warranty” for (1) one year.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$85,452.00

This proposal is valid for 15 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Michael Selah

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure

to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are

not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN

Terms and Conditions of Sale – Equipment and/or Service 6.19.23

CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at [Carrier.com](https://www.carrier.com/en/worldwide/legal/privacy-notice) or via the following link: <https://www.carrier.com/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the

delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS - ABOUND - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply..



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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: August 7, 2025 **Meeting Date:** August 14, 2025

Subject: 426 West Plant Street
Crooked Can Brewery
PARCEL ID# 23-22-27-2888-05-021

Issue: Special Event approval for Plant Street Market to close South Central Avenue from Plant Street to Smith Street to proceed with their event, Oktoberfest, to be held at the Plant Street Market and on South Central Avenue on October 17, 18, and 19, 2025.

Discussion:
The owner of the property is requesting approval to hold a special event October 17, 18, and 19, 2025. The event is proposed to be from 4:00 PM to 10:00 PM on Friday, 12:00 PM to 10:00 PM on Saturday, and from 12:00 PM to 6:00 PM on Sunday. This event proposes to close South Central Avenue, have several tents with food, a stage with live music on South Central Avenue, and would allow the consumption of alcohol on the closed street and behind the brewery.

Recommended Action:
Staff recommends approval of the event with conditions outlined in the attachment.

Attachment(s)/References:
Permit Application
Event Site Plan
Conditions of Approval

Community Development
Planning & Zoning

JUL 10 2025

Received by: CR
Project #:

PRE 2025-0137

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787P: 407.877.5136
F: 407.656.0839

WWW.WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

APPLICANT NAME:

ORGANIZATION/GROUP NAME:

NAME OF EVENT:

BUSINESS ADDRESS:

CITY:

STATE:

ZIP:

BUSINESS PHONE:

BUSINESS FACSIMILE:

EMAIL:

MAILING ADDRESS

(IF DIFFERENT FROM ABOVE):

CITY:

STATE:

ZIP:

FEIN:

NON PROFIT ☐CORPORATION ☐INDIVIDUAL ☐

EVENT LOCATION:

(MAP MUST BE ATTACHED)

CITY:

STATE:

ZIP:

TYPE OF EVENT	EVENT DETAILS	EVENT EQUIPMENT
☒ FESTIVAL	☐ ADMISSION CHARGE/TICKET SALES	☒ AMPLIFIED SPEAKING/MUSIC
☐ EXHIBIT(S)	☒ ALCOHOL SERVED	☒ PORTABLE RESTROOMS
☐ CARNIVAL/CIRCUS/FAIR	☒ ALCOHOL SALES	☐ SPORTS EQUIPMENT.
☐ GENERAL MEETING	☐ FIREWORKS/PYROTECHNICS	☒ STAGE/PROPS/PRODUCTION
☐ PARADE	☒ FOOD VENDORS: # OF _____	☐ INFLATABLE DEVICES
☐ SPORTING EVENT/COMPETITION	☒ MERCHANDISE VENDORS: # OF _____	☐ DUMPSTERS/RECEPTACLES
☐ WEDDING/RECEPTION	☒ OPEN TO PUBLIC	☒ COOKING EQUIPMENT USED
☐ REVIVAL	☒ STREET / SIDEWALK CLOSURE	☐ GAS ☐ OPEN FLAME
☐ OTHER: (EXPLAIN)	☐ CITY WATER USED	☒ *TEMPORARY EVENT SIGNAGE
	☐ ELECTRIC USED	# OF: 10
	☒ PREVIOUSLY HELD EVENT	SIZE(S): Small
	☐ OTHER: (EXPLAIN)	LOCATION: Central
		TENTS - #OF: 6
		SIZE(S): See Attached
		☐ OTHER: (EXPLAIN)

*TEMPORARY EVENT SIGNAGE: COMMERCIAL/INDUSTRIAL ZONING DISTRICT (MAX SIGN COPY AREA = 75 SQ.FT.)

RESIDENTIAL ZONING DISTRICT (MAX SIGN COPY AREA = 48 SQ.FT.)

ALL EVENT SIGNAGE (MAX HEIGHT OF INDIVIDUAL SIGN = 8'; SETBACK = 15' FROM PROPERTY LINE)

NO STREAMERS, PENNANTS, FLAGS, RIBBONS, SPINNERS, OR OTHER PROHIBITED DEVICES SHALL BE INCLUDED OR INCORPORATED WITH THE DISPLAY OF A BANNER. NO ATTENTION-GETTING DEVICES.



COMMUNITY DEVELOPMENT DEPARTMENT
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PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY (USE BACK OF APPLICATION IF NECESSARY):

Replan of previous years Event

DAYS AND HOURS OF EVENT:

START DATE: 10/17/2025 END DATE: 10/19/2025

EVENT HOURS: _____

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	<u>4-10</u>	<u>12-10</u>

ESTIMATED DAILY ATTENDANCE:

SUN	MON	TUE	WED	THU	FRI	SAT
<u>12-16</u>	_____	_____	_____	_____	_____	_____

HOURS OF AMPLIFIED SPEAKING/MUSIC: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	_____	_____

HOURS OF STREET/SIDEWALK CLOSURE: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	_____	_____

CONTACT PERSON: Alan DeLhant

ADDRESS: 426 West Plant Street

CITY: Winter Garden STATE: FL ZIP: 34787

PHONE: 407-267-2860 CELLULAR: _____

EMAIL: alan@crookedcan.com

PROPERTY OWNER: Plant Street Market LLC

ADDRESS: 426 West Plant Street

CITY: Winter Garden STATE: FL ZIP: 34787

PHONE: 407-267-2860 CELLULAR: _____

EMAIL: alan@crookedcan.com

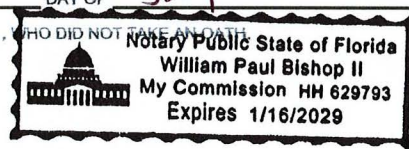
I, ALAN DELAHUNT, CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF ANY INFORMATION IS FOUND TO BE FALSE OR MISREPRESENTED, SUCH FACT MAY BE JUST CAUSE FOR IMMEDIATE REVOCATION OF ANY PERMIT ISSUED TO ME. IT IS FURTHER UNDERSTOOD THAT THIS PERMIT IS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS PROFESSION OR OCCUPATION SHOWN AND ONLY AT THE LOCATION SHOWN HEREIN AND THAT I WILL COMPLY WITH THE CODE OF THE CITY OF WINTER GARDEN. FAILURE TO CORRECT CONDITIONS ON THE PREMISES THAT ARE IN VIOLATION OF THE CITY CODE WILL RESULT IN REVOCATION OF SAID PERMIT. I UNDERSTAND THAT CONDUCTING BUSINESS WITHOUT A PERMIT SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE.

Alan Delahunt
APPLICANT'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 9th DAY OF JULY, 2025 BY WILLIAM P. BISHOP II

☒ PERSONALLY KNOWN OR

☐ PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED _____



Notary Seal

William P. Bishop II
SIGNATURE OF NOTARY

NOTE: ANY PERMITTEE WHOSE OPEN AIR VENDOR PERMIT IS SUSPENDED OR REVOKED, OR ANY APPLICANT WHOSE APPLICATION FOR AN OPEN AIR VENDOR PERMIT IS DENIED PURSUANT TO CITY CODE SHALL RECEIVE A STATEMENT, IN WRITING, OUTLINING THE REASONS FOR SUCH SUSPENSION, REVOCATION, OR DENIAL OF THE PERMIT. AN APPLICANT MAY APPEAL SUCH SUSPENSION, REVOCATION OR DENIAL OF THE PERMIT TO THE CITY COMMISSION BY FILING A WRITTEN REQUEST FOR APPEAL WITH THE CITY CLERK, ACCOMPANIED BY THE ADMINISTRATIVE APPELLATE FEE AS PERIODICALLY DETERMINED BY THE CLERK'S OFFICE, WITHIN TEN (10) DAYS AFTER THE DATE OF THE WRITTEN SUSPENSION, REVOCATION OR DENIAL. APPEALS FROM DECISIONS OF THE CITY MANAGER'S OFFICE, INCLUDING DECISIONS OF REVOCATION OR SUSPENSION, MADE PURSUANT TO THIS ARTICLE SHALL BE ADDRESSED BY THE CITY COMMISSION. WHEN TIMELY FILED, AN APPEAL SHALL BE HEARD AT THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING, WHICH MEETING IS SCHEDULED AT LEAST FOURTEEN (14) DAYS AFTER THE FILING OF SUCH APPEAL. APPEALS FROM THE DECISIONS OF THE CITY COMMISSION SHALL BE AS PROVIDED IN STATE STATUTE 98-32 OF THIS CODE.

FOR OFFICE USE ONLY			
APPLICATION			
TECHNICIAN INITIALS	DATE RECEIVED	☐ FEES PAID	
DATA CLERK INITIALS	DATE SCANNED		
P & Z APPROVAL	DATE APPROVED		
CITY MANAGER/DESIGNEE	DATE	APPROVAL	
CONDITIONS		☐ YES ☐ NO	



COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

PLEASE BRING ALL OF THE FOLLOWING ITEMS THAT APPLY WHEN SUBMITTING YOUR APPLICATION.

- ☒ USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER'S OR LESSEE'S PERMISSION
- ☒ IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.
- ☒ SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES
- ☐ NON-PROFIT ORGANIZATIONS/BUSINESSES (501/3(c))– MUST PROVIDE PROOF OF NON-PROFIT STATUS
- ☒ COPY OF APPLICANT'S INSURANCE CERTIFICATE. IF THE EVENT USES PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY TO SUPPORT THE EVENT THE APPLICANT NEEDS TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

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 AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

☐ PROMOTIONAL EVENT: \$0.00 APPLICATION / PERMIT FEE

☒ APPLICATION FEE: \$25.00 (NON-REFUNDABLE – WILL APPLY TO PERMIT FEE UPON APPROVAL) CK# 1907

☐ PERMIT FEE: IF ≤ 15 DAYS \$50.00; IF > 15 DAYS \$100.00 (NO PRO-RATIONS)

\$25.00 CR

REQUIREMENTS

PLEASE NOTE: IT SHALL BE UNLAWFUL FOR ANY OPEN AIR VENDOR TO OPERATE WITHOUT VALID OPEN AIR VENDOR PERMIT GRANTED BY THE CITY MANAGER, AND ANY SUCH INFRACTION SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE. (REFERENCE ORDINANCE 09-25)

1. **PERMIT:**
APPLICATION FOR PERMIT MUST BE SUBMITTED A MINIMUM OF TWO (2) WEEKS PRIOR TO SPECIAL EVENT.
2. **BUSINESS TAX RECEIPT**
IF THE SALE OR EVENT IS PART OF AN OWNER OCCUPIED EVENT OR SALE, ONLY THE EVENT PERMIT WILL BE CHARGED. HOWEVER; IF THE EVENT OR SALE IS A NON-OWNER OR ON-SITE BUSINESS, THE VENDOR WILL BE REQUIRED TO PAY A BUSINESS TAX FEE.
CHARITABLE ORGANIZATIONS OR 501/3(S) AGENCIES CAN REQUEST A WAIVER OF THE APPLICATION FEE, PERMIT FEE, AND BUSINESS TAX RECEIPT. THIS REQUEST MUST BE SUBMITTED IN WRITING TO THE CITY MANAGER.
3. **FOOD VENDING:**
THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS OFFICE NO LATER THAN THREE DAYS 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 WWW.MYFLORIDA.COM/DBPR FOR MORE INFORMATION.
4. **ELECTRIC:**
IF ELECTRIC IS BEING USED AN ELECTRICAL PERMIT WILL BE REQUIRED.
5. **NO ATTENTION GETTING DEVICES ALLOWED.**
(I.E. INFLATABLE BALLOONS, SEARCHLIGHTS, STREAMERS, AND FLAGS)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2025

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 Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	CONTACT NAME: Ella Nulph PHONE (A/C, No, Ext): 407-831-3832 E-MAIL ADDRESS: ella@blackadar.com FAX (A/C, No): 407-830-4681
INSURED Crooked Can Brewing Company, LLC 426 W. Plant Street Winter Garden FL 34787	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: PHILADELPHIA INS CO INSURER C: INSURER D: INSURER E: INSURER F:
CROCCAN-01	NAIC # 23850

COVERAGES**CERTIFICATE NUMBER:** 1066571039**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PHPK2643151-003	1/14/2025	1/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2643151-003	1/14/2025	1/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			PHUB896518-003	1/14/2025	1/14/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			PHPK2643151-003	1/14/2025	1/14/2026	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured and Blanket Waiver of Subrogation applies; with regard to General Liability when required by written contract.

City of Winter Garden is named as additional insured with respect to general liability when required by written contract. Event: Celtic Festival

CERTIFICATE HOLDER**CANCELLATION**

City of Winter Garden
300 W Plant Street
Winter Garden FL 34787

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 564, FLORIDA STATUTES
SERIES: 2COP DUAL LICENSE

CROOKED CAN BREWING COMPANY LLC

CROOKED CAN BREWING COMPANY LLC
426 WEST PLANT STREET
WINTER GARDEN FL 34787

LICENSE NUMBER: BEV5812096

EXPIRATION DATE: SEPTEMBER 30, 2025

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 10/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





PLANT STREET MARKET, LLC 426 W. Plant Street Winter Garden, FL 34787

Date: July 9, 2025

TO WHOM IT MAY CONCERN:

Subject: Permission for Special Event License Application - Crooked Can Oktoberfest 2025

This letter serves as written permission from **PLANT STREET MARKET, LLC**, located at 426 W. Plant Street, Winter Garden, FL 34787 (FEI/EIN Number: 46-5100420), to **Crooked Can Brewing Company** to file for a Special Event License.

This license application is in relation to the event known as "**Crooked Can Oktoberfest**," which is scheduled to be held on the property located at **426 W. Plant Street, Winter Garden, FL 34787**, from **October 17, 2025, to October 19, 2025**.

PLANT STREET MARKET, LLC grants Crooked Can Brewing Company full authorization to use the property for the purpose of hosting Crooked Can Oktoberfest and to undertake all necessary steps, including the application for and procurement of any required special event licenses from relevant governmental authorities.

Sincerely,

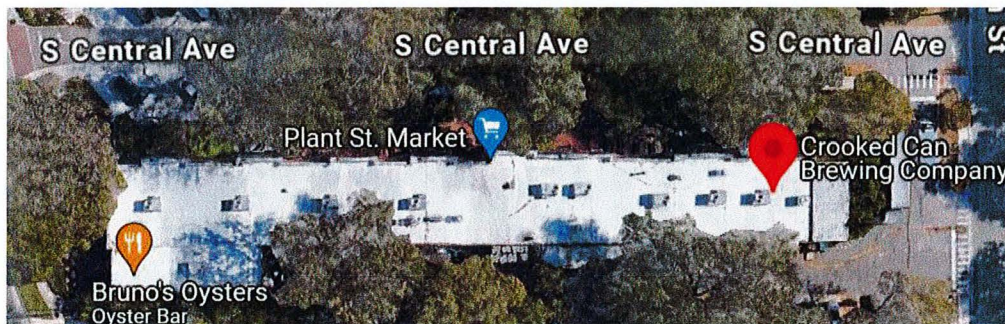
A handwritten signature in dark ink, appearing to read "A. Sheeter", written over a faint horizontal line.

Andrew Sheeter

Owner

PLANT STREET MARKET, LLC

Crooked Can Brewing Company
426 W. Plant Street
Winter Garden, Florida 34787

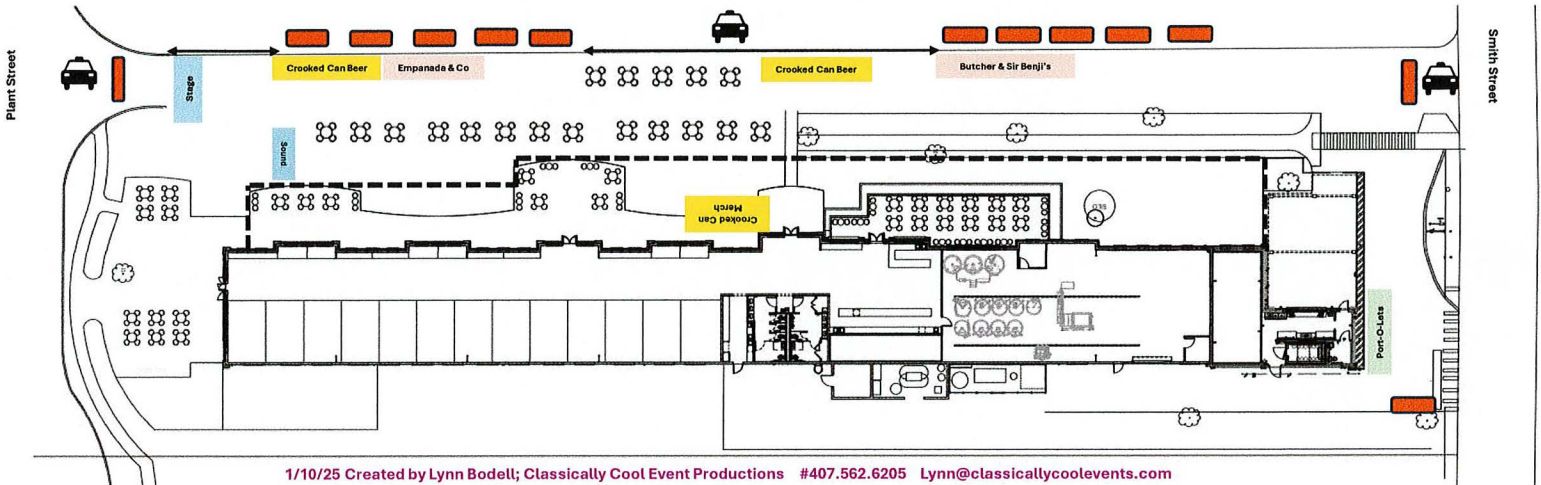


Festival map layout is the same direction as this Google map photo.

Created by Lynn Bodell; Classically Cool Event Productions #407.562.6205 Lynn@classicallycoolevents.com

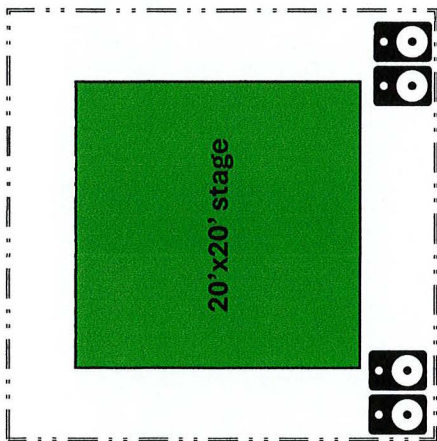
Crooked Can Brewing Company Oktoberfest Map

Oct 17-19th 2025



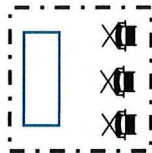
Crooked Can Brewing Company OktoberFest 2025 Tent & Stage

30' x 30' Gable Main Stage Tent



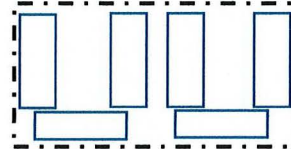
Equipment under the tent:
Musicians and their instruments
Sound & Light production equipment; speakers, microphones

10' x 10' Sound Tent



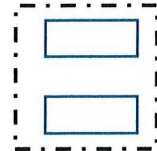
Equipment under the tent:
6' table with Sound
equipment
Chairs

10'x20' Butcher & Sir Benji's Tent



Equipment under the tent:
6' tables for food vendors
Market lights

10'x10'Empanada Tent



Equipment under the tent:
6' tables for food vendor
Market lights

Created by Lynn Bodell; Classically Cool Event Productions #407.562.6205 Lynn@classicallycoolevents.com

WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL

Event: Crooked Can – Oktoberfest Event

Location: 426 West Plant Street
Crooked Can Brewery
PARCEL ID# 23-22-27-2888-05-021

Date of Event: October 17, 2025 4:00 PM to 10:00 PM
October 18, 2025 12:00 PM to 10:00 PM
October 19, 2025 12:00 PM to 6:00 PM

Conditions of Approval:

- Only two locations of any outdoor sales of alcohol is allowed and the locations need to be approved by the City.
- No glass is allowed in the street, alcohol must be served in opaque cups.
- Barricade fencing shall contain signage at all entrances stating “no alcohol beyond this point”
- All landscaping shall be protected from pedestrian traffic. All damaged landscaping shall be replaced within one week of this event.
- All garbage and other event detritus shall be cleaned up in the City-owned parking lot immediately after the event closes.
- Three 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. A sound check must be performed with the adjacent residential property owner prior to the event.
- All outdoor amplified music shall stop by 9:00 PM.
- The owner is responsible for supplying bathroom facilities to accommodate the guests.
- The City of Winter Garden will provide barricades to close the road on October 16, 2025.
- Parking – this event cannot impact downtown parking.
- 50% of the total tent area shall be dedicated to food and non-alcohol vendors.
- Certificate of Insurance shall be provided prior to the event – it must be reviewed and approved by City Staff.
- A \$1,000.00 special event permit fee is required for this event.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: August 5, 2025

Meeting Date: August 14, 2025

Subject: Planning and Zoning Board Appointment

Issue: One member of the Planning and Zoning Board resigned, leaving one open seat.

Discussion:

There is one member of the Planning and Zoning Board – Mark Hide – recently resigned. The member that resigned was from District 3. The City Code requires seven members with at least one member from each district and no more than two members from any one district. There are currently two members in District 1 and District 2 and one member in District 3 and District 4.

Recommended action:

Motion to appoint one new member from District 3 or District 4 to serve on the Planning and Zoning Board.



CITY OF WINTER GARDEN - CITY CLERK'S OFFICE
300 WEST PLANT STREET - WINTER GARDEN, FL 34787
WWW.CWGDN.COM

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

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:

RECEIVED
JUN 26 2023
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: Lee Douglas

HOME ADDRESS: 562 Home Grove Drive DISTRICT # 13

PHONE: 407-497-4077 ALTERNATE: _____

EMAIL: ldouglas0107@gmail.com OCCUPATION: Financial Collections Analyst

U.S. CITIZEN? ☒ YES ☐ NO CITY RESIDENT? ☒ YES ☐ NO

REGISTERED VOTER? ☒ YES ☐ NO CITY EMPLOYEE? ☐ YES ☒ NO

PRIOR BOARD(S) YOU SERVED? Canvassing

REFERENCE(S): Paul Caswell LICENSE/CERTIFICATION(S) _____

EDUCATION/EXPERIENCE: Masters of Business Administration from Stetson University

ADDITIONAL CONSIDERATIONS Have experience in political science

BOARD(S) OF INTEREST

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VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

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☐ 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:

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JUN 07 2023

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: 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 | |

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E-MAIL: CITYCLERK@CWGDN.COM

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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: BHAVESH PATEL

HOME ADDRESS: 2389 BARONSMEDDE CT DISTRICT # 14

PHONE: 407-310-8073 ALTERNATE: 407-310-8073

EMAIL: BHAVESHUPS@GMAIL.COM OCCUPATION: BUSINESSMAN

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): NONE LICENSE/CERTIFICATION(S) NONE

EDUCATION/EXPERIENCE: COMPUTER SCIENCE

ADDITIONAL CONSIDERATIONS I LIKE TO WORK IN TEAM ENVORNMENT.

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.

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- | | | |
|---|---|--|
| ☐ 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:

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- (*) 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

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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

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*

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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 _____

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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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