



CITY COMMISSION

AGENDA

(*Revised – 2/11/2020)

CITY HALL COMMISSION CHAMBERS

300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

February 13, 2020

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting Minutes – January 23, 2020

2. PRESENTATION

A. Oath of Office – New Police Officers – **Police Chief Graham**

B. *Trail Town Designation by Florida’s Office of Greenways and Trails – **Assistant City Manager – Public Services Williams**

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 20-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE **with the second reading and public hearing February 27, 2020** – **Finance Director Zielonka**

B. **Ordinance 20-15:** AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE **with the second reading and public hearing February 27, 2020** – **Community Development Director Pash**

4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 20-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY BEING APPROXIMATELY 8.25 +/- ACRES AND GENERALLY LOCATED AT 12301 WEST COLONIAL DRIVE ON THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND CARTER ROAD FROM THE EXISTING PLANNED COMMERCIAL DEVELOPMENT (PCD) ADOPTED BY ORDINANCE 00-78 TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PCD DEVELOPMENT CONDITIONS AND REQUIREMENTS; DESCRIBING THE DEVELOPMENT AS THE PEOPLES PLAZA PCD; REPEALING AND REPLACING ORDINANCE 00-78; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE – **Community Development Director Pash**

B. **Ordinance 20-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND

ROAD, SOUTH OF SUNBRIDGE CIRCLE AND NORTH OF ROPER ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

- C. **Ordinance 20-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE, AND NORTH OF ROPER ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE SONATA WEST MOB II / NHCC PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Community Development Director Pash**
- D. **Ordinance 20-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-193, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE – **Assistant City Manager – Administrative Services Gilbert**

5. **REGULAR BUSINESS**

- A. Recommendation to approve Seminole County Piggy-Back Contract with Fausnight Stripe and Line, Inc. and authorize a Purchase Order for Citywide Roadway Markings, Striping and Brick Texture Surfacing Services in the amount of \$222,500 – **Assistant City Manager – Public Services Williams**
- B. Recommendation to approve **SITE PLAN** for 14180 W. Colonial Drive (DQ Grill & Chill), subject to conditions – **Community Development Director Pash**
- C. Recommendation to approve **SPECIAL EVENT – Winter Garden Heritage Foundation Wine Walk** – October 15, 2020 – Event Time: 6:00 p.m. to 10:00 p.m. – **Community Development Director Pash**
- D. Recommendation to approve **SPECIAL EVENT – Annual Easter Egg Hunt** – requested by the Winter Garden Lions Foundation, Inc. to use City Facilities and Newton Park - April 11, 2020 – 8:00 a.m. to 12:30 p.m. – **Community Development Director Pash**

6. **MATTERS FROM PUBLIC** – (Limited to 3 minutes per speaker)

7. **MATTERS FROM CITY ATTORNEY** - Kurt Ardaman

8. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to **Regular Meeting** on Thursday, **February 27, 2020** 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)

	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 x2297.		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 x5455.
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CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

January 23, 2020

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

Present: Mayor John Rees and Commissioners

Lisa Bennett – District 1

Bob Buchanan – District 2

Mark A. Maciel – District 3

Colin Sharman – District 4

Also Present: City Manager Mike Bollhoefer, City Attorney A. Kurt Ardaman, City Clerk Angee Grimmage, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Jon Williams, Community Development Director Stephen Pash, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Information Technology Director Chad Morrill, Fire Chief Matt McGrew and Police Chief Stephen Graham

1. **APPROVAL OF MINUTES**

Motion by Commissioner Buchanan to approve regular meeting minutes of January 9, 2020 as submitted. Seconded by Commissioner Maciel and carried unanimously 5-0.

2. **PRESENTATION**

Oath of Office and introduction of New Firefighters administered by Fire Chief McGrew to James Alexander, Connor Allen, Xavier Couvertier, Gregory Hogancamp, Eric Huovinen, Eric McAfee, Christopher Moy, Richard Perron, Austin Reed, Jimmy Rodas, Austin Rodriguez, and Xavier Rodriguez.

(Item 5.A addressed at this point in the meeting)

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

A. **Ordinance 20-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-193, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 20-14 by title only. Assistant City Manager of Administrative Services Gilbert stated that in 2019 the Florida legislature passed the Firefighter Cancer Presumption Bill under Chapter 112 of the Florida State statutes referring to city employees. The legislation addresses pension eligibility for firefighters who meet certain criteria. He noted that some of the criteria being five years of service, a diagnosis of certain type cancers, and considerations of total and permanent disability. The ordinance amendment follows statutory requirements as set forth in Florida State

Statute § 112.1816(1) (a). This will also serve to codify Chapter 54-193 of the City Code of Ordinances adding subsection (b), in the line of duty presumptions. Staff recommends approval of Ordinance 20-14 with a second reading and public hearing on February 13, 2020.

Mayor Rees stated that the only change he noted was between the old and new benefits in disability. Mr. Gilbert noted that this was the only change and added that there is no impact to the actuarial statements; there will be no cost to the City.

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

Motion by Commissioner Sharman to approve Ordinance 20-14 with the second reading and public hearing scheduled for February 13, 2020 at 6:30 p.m. Seconded by Commissioner Bennett and carried unanimously 5-0.

4. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 20-04:** ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY BEING APPROXIMATELY 8.25 +/- ACRES AND GENERALLY LOCATED AT 12301 WEST COLONIAL DRIVE ON THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND CARTER ROAD FROM THE EXISTING PLANNED COMMERCIAL DEVELOPMENT (PCD) ADOPTED BY ORDINANCE 00-78 TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PCD DEVELOPMENT CONDITIONS AND REQUIREMENTS; DESCRIBING THE DEVELOPMENT AS THE PEOPLES PLAZA PCD; REPEALING AND REPLACING ORDINANCE 00-78; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 20-04 by title only. Community Development Director Pash stated that staff recommends postponement of this item until the meeting of February 13, 2020.

Motion by Commissioner Sharman to POSTPONE Ordinance 20-04 to February 13, 2020 at 6:30 p.m. Seconded by Commissioner Maciel and carried unanimously 5-0.

- B. **Ordinance 20-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE AND NORTH OF ROPER ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

- C. **Ordinance 20-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE, AND NORTH OF ROPER ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE SONATA WEST MOB II / NHCC PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-07 and 20-08 by title only. Community Development Director Pash stated that staff recommends postponement of this item until the meeting of February 13, 2020.

Motion by Commissioner Maciel to POSTPONE Ordinances 20-07 and 20-08 to February 13, 2020 at 6:30 p.m. Seconded by Commissioner Sharman and carried unanimously 5-0.

- D. **Ordinance 20-09:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 20-10:** 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 0.99 ± ACRES OF LAND LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 20-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-09, 20-10 and 20-11 by title only. Community Development Director Pash stated that this is a voluntary annexation and described the location as 15151 E. Oakland Avenue. He noted that property west of this location was annexed at the last meeting. The owners request low-density residential

land use and R-1 zoning. The applicant would continue to live in the existing home on that property. Mr. Pash informed that this is all consistent with the surrounding area. Staff recommends approval of Ordinances 20-09, 20-10 and 20-11.

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

Motion by Commissioner Buchanan to ADOPT Ordinances 20-09, 20-10 and 20-11. Seconded by Commissioner Bennett and carried unanimously 5-0.

- G. **Ordinance 20-12:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENTS OVER LOT 8 OF OAKLAND PARK UNIT 1A PARTIAL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 121, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LOT 9 OF OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 33, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (LOCATED AT 1242 AND 1248 UNION CLUB DRIVE, WINTER GARDEN, FLORIDA) OWNED BY J & J BUILDING, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING

City Attorney Ardaman read Ordinance 20-12 by title only. Community Development Director Pash stated that this request vacates the drainage utility easement located between the two lots. This would combine lots 8 and 9 to build one home across the lots. Mr. Pash noted that approvals from all of the utility companies were provided. Staff recommends approval of Ordinance 20-12.

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

Motion by Commissioner Buchanan to ADOPT Ordinances 20-12. Seconded by Commissioner Maciel and carried unanimously 5-0.

5. **REGULAR BUSINESS**

- A. **Lake Apopka Natural Gas District – District Update Presentation**
(*This item addressed earlier in the meeting*)

Monica Marlow gave an update on the progress of the Lake Apopka Natural Gas District. Ms. Marlow thanked Mayor Rees, Fred Crabtree, and City management for their support. Ms. Marlow highlighted some of the Lake Apopka Natural Gas Districts' achievements in 2019. She stated they are the fastest growing in Florida; and listed some affirming statistics. She spoke in opposition of a new trend happening in many cities to move to an all-electric, one source energy; thus eliminating the use of natural gas. She spoke of the cost effectiveness of natural gas and requested that the City Commission support the option of allowing the citizens have a choice.

B. Recommendation to approve Orange County Piggyback Contract with Middlesex Corporation for the 2020 Street Resurfacing Projects for a total amount of \$1,775,544

Assistant City Manager of Public Services Williams stated that last year the City Commission approved a piggyback agreement with Orange County and Middlesex Corporation for Citywide street resurfacing. The terms of the agreement provided for two consecutive one-year options. Based upon Middlesex Corporation's satisfactory performance, staff requests proceeding with option year two of the agreement and approve a purchase order with an amount of \$1,775,544. Staff recommends approval.

City Manager Bollhoefer noted that a list of the projects was distributed and the dates listed are tentative. He noted prior issues with pavement and the repairs to be completed.

Commissioner Sharman inquired if one company could complete these projects. City Manager Bollhoefer affirmed, stating that Middlesex Corporation is very large and one of the better companies.

Mayor Rees confirmed repairs affecting the school would be accomplished during spring break. Mr. Williams affirmed, noting conversations held that very day.

Motion by Commissioner Buchanan to approve Orange County Piggyback Contract with Middlesex Corporation for the 2020 Street Resurfacing Projects for an amount of \$1,775,544. Seconded by Commissioner Bennett and carried unanimously 5-0.

C. Recommendation to approve Purchase Order to Cathcart Construction Company for Stoneybrook sidewalk replacement in the amount of \$52,225

Assistant City Manager of Public Services Williams stated that this is a request to issue a purchase order for an amount of \$52,225. This is for an existing continuing services contract to Cathcart Construction Company for the replacement of sidewalk at various points along eastbound and westbound Stoneybrook. Staff recommends approval.

Motion by Commissioner Maciel to approve purchase order to Cathcart Construction Company for Stoneybrook sidewalk replacement for an amount of \$52,225. Seconded by Commissioner Bennett and carried unanimously 5-0.

D. Recommendation to approve SITE PLAN for 303 West Crown Point Road (Boys and Girls Club), subject to conditions

Community Development Director Pash stated that this is a request for site plan approval at 303 West Crown Point Road. The applicant requests approval to build a new approximately 10,000 square foot Boys and Girls Club recreation and learning center. The plan includes site improvements, landscaping and a building built on the same property as the Magic Gym and the Mildred Dixon Center. He noted that the design of

the architecture looks like that of the Mildred Dixon Center. The plans reviewed and approved by the Development Review Committee (DRC) and staff recommends approval, subject to conditions.

Mayor Rees noted Randy June's accomplishment in this effort, Commissioner Buchanan expressed it has been 15 years in the making and Commissioner Maciel acknowledged his daughter, Ms. June, in the audience to give an update.

Lauryn June, relayed her father's apology for not being present, but noted that he supplied her with some highlights about the project. She noted those points, as being that this is a great public and private partnership, and this new 10,000 square foot building expands from 75 elementary children to over 150 children in the new facility. This allows for both teenagers and elementary children. She described its use noting also its attachment to a pavilion. She informed that the Boys and Girls Club of Central Florida provide the operation. She noted that Mr. June also wants to acknowledge some of their supporters and she listed them.

Commissioner Maciel stated that this would be a great partnership. He commented on the non-profit organizations in East Winter Garden having a place they can utilize. He described that there will be huge classrooms and conference rooms.

Motion by Commissioner Maciel to approve SITE PLAN for 303 West Crown Point Road subject to conditions. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- E. Recommendation to approve SPECIAL EVENT - Celtic Festival by the Crooked Can Brewery (Plant Street Market) - March 13, 14, and 15, 2020 – with street closure and subject to conditions

Community Development Director Pash stated that Crooked Can Brewery requests approval for their annual Celtic Fest on March 13, 14, and 15. He noted that the event would be the same as years past. There will be street closure, food, beer and wine, as well as live music. He described the event times; noting that the live music stops at 9:00 p.m. Staff recommends approval, subject to conditions.

Commissioner Sharman asked about complaints of neighbors as in the past. Mayor Rees acknowledge one resident who would like to address this issue.

Phil Baker, 125 W. Smith Street, Winter Garden, Florida, spoke in opposition to the event due to noise levels and described how this event effects his home and community. He inquired of the event's approval, focusing his request on information relating to the conditions for the approval. He spoke of efforts he has made in resolving this noise issue himself and suggested an event relocation.

City Manager Bollhoefer addressed Mr. Baker's concerns and described steps the City has taken to remedy this issue. He noted the cessation of live music at 9:00 p.m. being one of the remedies and offered to have staff monitor this in order to come to an allowable amount sound. Mr. Baker spoke of the noise ordinance and items contained within it addressing this issue.

There was discussion on the allowance of amplified sound with outdoor events, and decibel levels versus a reasonable person standard due to bass levels. City Attorney Ardaman explained the difficult standard of decibel meters and noted that the Florida Supreme Court upheld the reasonable person standard; which is now a part of the City's code of Ordinances.

There was discussion on the scheduling of staff to monitor this particular event.

Motion by Commissioner Sharman to approve Celtic Festival by the Crooked Can Brewery (Plant Street Market), March 13, 14, and 15, 2020 with street closure and subject to conditions. Seconded by Commissioner Bennett and carried unanimously 5-0.

- F. Recommendation to approve SPECIAL EVENT - Annual Evening at the Pops by The Rotary Club of Winter Garden at Newton Park on March 28, 2020

Community Development Director Pash stated that this is the Rotary Club special event the Annual Evening at the Pops. He noted that March 28, 2020 is the date requested with a rain date of March 29, 2020.

Motion by Commissioner Buchanan to approve Annual Evening at the Pops by The Rotary Club of Winter Garden at Newton Park on March 28, 2020, with a rain date of March 29, 2020. Seconded by Commissioner Bennett and carried unanimously 5-0.

- G. Recommendation to approve SPECIAL EVENT – Annual Oktoberfest by the Crooked Can Brewery (Plant Street Market) - October 16, 17 and 18, 2020 – with street closure and subject to conditions

There was discussion to postpone this item.

Motion by Commissioner Sharman to POSTPONE Annual Oktoberfest by the Crooked Can Brewery (Plant Street Market) on October 16, 17 and 18, 2020 with street closure and subject to conditions. Seconded by Commissioner Maciel and carried unanimously 5-0.

6. **MATTERS FROM PUBLIC** – There were no items.

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

8. **MATTERS FROM CITY MANAGER**

A. Draft Ordinance 20-15 (Amend Chapter 18 – Building Code)

City Manager Bollhoefer noted that a draft ordinance distributed for the City Commission's review would toughen the City's standards. He noted that one of the items addressed is the requirement of all commercial buildings to be block buildings on the first floor, as well as multi-family buildings. He noted the effect these new requirements would have on incoming apartments within the City, if not eliminating them, at least driving a better quality. He noted that multi-family buildings of three stories or more would require an elevator. He stated that he would meet with the City Commission individually to discuss this item. There was discussion on changes or exceptions; noting that exceptions open the possibility of challenges.

- Energize Business on Downtown Side Streets

City Manager Bollhoefer addressed the challenges in generating more foot traffic for businesses located on downtown side streets such as Main Street and Boyd Street. The City is looking for ways to energize those areas. He shared ideas of murals painted on the side of buildings for selfies, this done by quality artist selected through the SoBo Art Gallery. He displayed mural art examples and indicated that they would not be permanent, available for only one to two years, and reviewed in advance.

City Manager Bollhoefer noted the first proposed building location as the Doxology Building. They have a great business; have done a lot of work, but still struggle because they are so far down for people walking through downtown. He indicated that placing this art on the buildings would pull people down to the location.

Mayor Rees confirmed the approval process would be first through SoBo and then to the City with approval of the design and scope. Mr. Bollhoefer affirmed and displayed additional example photos. Commissioner Maciel inquired about branding of the photos for Winter Garden. Mr. Bollhoefer noted it as a possibility.

Commissioner Buchanan addressed issues of redevelopment on Main Street, specifically the telephone poles. His thought was possibly wrapping the art around to Main Street area. Mr. Bollhoefer indicated that he would provide a status update on that project; noting that it also includes redoing the trash systems. City Manager Bollhoefer mentioned the music store and its need for some assistance. He suggested a sidewalk park. He displayed examples and noted that this temporary solution would help bring more people down Main Street.

Motion by City Commissioner Bennett to approve Mural Art on business walls located on side streets of downtown Winter Garden, with artist and art selection by SoBo and final review and approval by the City of Winter Garden. Seconded by Commissioner Sharman and carried unanimously 5-0.

There were various expressions of thanks to staff for their efforts in this art endeavor.

- City Manager thanked staff for their efforts at Monday's Event.

B. MATTERS FROM MAYOR AND COMMISSIONERS

Commissioner Sharman thanked Commissioner Maciel for his coverage of Monday's event.

Commissioner Maciel noted that the Martin Luther King Day event was world class and expressed his appreciation of the bands who he stated were top-notch. He thanked staff for a well-done event and compared how much it has changed from events past.

Commissioner Bennett agreed with Commissioner Maciel that this was a great MLK parade; noting the music was wonderful. She stated that the City always delivers fantastic events, thanks to the staff.

Mayor Rees thanked staff for all the work and a noted it was a great event; he loved the venue and having it come down through the downtown.

City Manager Bollhoefer noted complaints about the electronic bells of the Methodist Church being too loud. He indicated that the Church has been contacted and requested to turn the bells down. He indicated that they could be heard over a mile away from the church.

Mayor Rees addressed Duke Energy, power poles, and the eventual move toward underground power lines as done in new subdivisions. He would like to look into costs for accomplishing this for our City. He suggested possibly speaking to other cities to see how it is working. Discussion ensued on the removal of power poles in the City, the cost for underground power lines, and Winter Park's accomplishment of this effort due to their ownership of the utility.

The meeting adjourned at 7:38 p.m.

ATTEST:

APPROVED:

City Clerk Angee Grimmage, CMC

Mayor John Rees

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Graham, Police Chief

Via: City Manager Mike Bollhoefer

Date: February 6, 2020

Meeting Date: February 13, 2020

Subject: Oath of Office and Introduction of New Officers

Issue: Chief Graham requests to introduce and administer the oath of office to new officers.

Recommended action: Authorize Chief Graham to do this after the APPROVAL OF MINUTES portion of the agenda.

Attachment:

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Michael Bollhoefer, City Manager

Date: February 7, 2020

Meeting Date: February 13, 2020

Subject: **Ordinance 20-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Issue: Ordinance 20-13 amends the current year budget to carry forward prior year appropriations for projects, machinery and equipment and other items budgeted but not purchased and projects budgeted but not completed by fiscal year ending FY 2019. This will ensure that there is adequate funding to purchase those items and complete those projects that were not completed by year-end.

Recommended action: Motion to approve Ordinance 20-13 with second reading and public hearing scheduled for February 27, 2020.

Attachments/References: Ordinance 20-13

ORDINANCE 20-13

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 26, 2019, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 19-52 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2019 and ending September 30, 2020;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2019 and ending September 30, 2020 to provide for budget carryovers from the preceding budget year;

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

SECTION 1: That the sum of \$26,005,636 to be appropriated as follows:

REVENUES

General Fund	\$ 5,982,834
Community Redevelopment Agency Fund	570,047
Law Enforcement Trust Fund	24,765
Local Option Gas Tax Fund	448,454
General Fund Fire Impact Fee Fund	3,383,253
Transportation Impact Fee Fund	2,589,442
Utilities Operating Fund	7,200,175
Utilities Impact Fee Fund	1,411,057
Utilities Renewal & Replacement	2,506,215
Stormwater Fund	1,770,416
Solid Waste Fund	59,678
Trailer City Fund	59,300
	<hr/>
	\$26,005,636

EXPENDITURES

General Fund	\$ 5,982,834
Community Redevelopment Agency Fund	570,047
Law Enforcement Trust Fund	24,765
Local Option Gas Tax Fund	448,454
General Fund Fire Impact Fee Fund	3,383,253
Transportation Impact Fee Fund	2,589,442

Utilities Operating Fund	7,200,175
Utilities Impact Fee Fund	1,411,057
Utilities Renewal & Replacement	2,506,215
Stormwater Fund	1,770,416
Solid Waste Fund	59,678
Trailer City Fund	59,300
	<u>26,005,636</u>

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

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

READ FIRST TIME: _____

READ SECOND TIME AND PUBLIC HEARING HELD: _____

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Angela Grimmage, City Clerk

**City of Winter Garden
Carry Forward Budget
Ordinance 20-13
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
General Fund				
001-0775-366.00-00	15036	Contributions	1,700,000	Grant from West Orange Health District for Tucker Ranch Farm
001-0213-399.99-00		Use of Fund Balance	4,282,834	To balance revenues/expenditures
		Total Revenues	5,982,834	
Executive:				
001-0213-512.82-00		Aids to Private Organizations	50,000	Heritage Foundation - Historical Survey
Economic Development				
001-0215-552.63-00	17001	Improvements Other Than Buildings	123,777	Wayfinding Signage Phase II
Information Tech:				
001-0225-513.62-00	14002	Improvements Other Than Buildings	100,000	Fiber Internet Connection
001-0225-513.64-00		Equipment	54,311	Network Switch Project
001-0225-513.64-00		Equipment	10,497	EOC/Training Room Upgrade
001-0225-513.64-00		Equipment	29,535	Sensus Upgrade
Police:				
001-0521-521.62-00		Building	28,500	HVAC CID Building
001-0521-521.64-00		Police Equipment	12,819	Tablets / Laptops
Telecommunications:				
001-0530-521.62-00	18003	Building	29,230	Fire Suppression System
Fire:				
001-0620-522.62-00	17004	Building	2,200	Fire Admin Cabinetry
001-0620-522.64-00		Equipment	6,146	(4) LifePak CR Plus AED Kits, AHA voice prompt
001-0620-522.64-00		Equipment	65,715	Firefighting Drill Tower
001-0622-522.64-00		Equipment	228,505	Stn 22 - Apparatus/Equipment
001-0624-522.62-00	17007	Building	2,800	Stn 24 - Storage Shed - A/C Units
001-0624-522.63-00	19004	Building	935	Stn 24 - Fence Repair
Streets:				
001-0741-541.63-00	13011	Improvements Other Than Buildings	77,753	Dillard St Improv - SR 50> Plant St
001-0741-541.63-00	16003	Improvements Other Than Buildings	396,952	Trail Enhancement (Oval)
001-0741-541.63-00	19005	Improvements Other Than Buildings	20,000	Decorative Street Lights along E Plant
001-0741-541.63-00	19006	Improvements Other Than Buildings	891,544	Street/S-Walk Improvements (9th St, E Plant St)
Administrative Services:				
Human Resources				
001-0745-513.52-01		Operating Supplies	25,000	Supplies budgeted in FY19; purchased in FY20
Facilities and Fleet				
001-0746-539.63-00	16004	Improvements Other Than Buildings	3,548	Downtown Streetlight Retrofit
001-0746-539.63-00	19022	Improvements Other Than Buildings	9,038	City hall Parking Lot
001-0747-539.62-00	17010	Building	3,071	Light/Heavy Shop Heating
001-0747-539.62-00	19007	Building	34,160	New Office Space
001-0747-539.64-00		Equipment	11,500	Air Compressor
Parks and Recreation:				
001-0775-572.62-00	18008	Building	3,986	Newton Park Restroom Imp. - ongoing
001-0775-572.62-00	18009	Building	2,595	Little League Field Upgrades- Lights and ADA Parking
001-0775-572.62-00	19008	Building	140,500	Tucker Ranch Restroom Facilities
001-0775-572.62-00	19009	Building	212,560	Parks Office and Storage Building
001-0775-572.63-00	09041	Improvements Other Than Buildings	200,000	SR 50 Median Landscaping
001-0775-572.63-00	13007	Improvements Other Than Buildings	886,375	Tucker Ranch Heritage Park
001-0775-572.63-00	14007	Improvements Other Than Buildings	210,000	Newton Park Dock Replacement
001-0775-572.63-00	15002	Improvements Other Than Buildings	25,000	Newton Park Landscape (Sch. For spring '19)
001-0775-572.63-00	15003	Improvements Other Than Buildings	8,880	Little League Sunblock (add another section)
001-0775-572.63-00	15036	Improvements Other Than Buildings	1,703,977	Tucker Ranch Farm
001-0775-572.63-00	17014	Improvements Other Than Buildings	15,000	Newton Park Basin Bridge
001-0775-572.63-00	17040	Improvements Other Than Buildings	5,698	Newton Park Pier Repairs
001-0775-572.63-00	17052	Improvements Other Than Buildings	12,600	Veterans Park Ball Stop
001-0775-572.63-00	17056	Improvements Other Than Buildings	225,000	9th St Community Farm
001-0775-572.63-00	18033	Improvements Other Than Buildings	4,422	Walker Field and Little League Field (Feb '19)
001-0775-572.64-00		Equipment	24,784	Sprayer, High Capacity
001-0872-572.62-00	17018	Building	46,000	Jesse Brock Roof (Temp Repairs made)
001-0872-572.62-00	19010	Building	7,500	Braddock Park Equipment Shelter
001-0872-572.62-00	19011	Building	12,362	Jessie Brock Lighting
001-0872-572.63-00	17020	Improvements Other Than Buildings	11,249	Farnsworth House Demo
001-0872-572.63-00	19013	Improvements Other Than Buildings	6,810	Jessie Brock Courtyard Improvements
		Total Expenditures	5,982,834	

**City of Winter Garden
Carry Forward Budget
Ordinance 20-13
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<u>Community Redevelopment Agency Fund</u>				
120-0213-399.99-99		Use of Fund Balance	570,047	To balance revenues/expenditures
		Total Revenues	570,047	
120-0213-552.63-00	17001	Improvements Other Than Buildings	60,000	Downtown Wayfinding Signs
120-0213-552.63-00	17022	Improvements Other Than Buildings	300,000	East Winter Garden Zone 1
120-0213-552.63-00		Improvements Other Than Buildings	210,047	Funding for Capital Projects
		Total Expenditures	570,047	
<u>Law Enforcement Trust Fund</u>				
121-1121-399.99-99		Use of Fund Balance	24,765	To balance revenues/expenditures
		Total Revenues	24,765	
121-1421-521.62-00	18013	Building	24,765	Lighting- K9 Training area
		Total Expenditures	24,765	
<u>Local Option Gas Tax Fund</u>				
160-0741-399.99-99		Use of Fund Balance	448,454	To balance revenues/expenditures
		Total Revenues	448,454	
160-0741-541.63-00	15020	Improvements Other Than Buildings	264,426	Downtown Brick Pavers
160-0741-541.63-00	16008	Improvements Other Than Buildings	99,028	Pavement Striping
160-0741-541.63-00	16027	Improvements Other Than Buildings	5,000	Lakeview Reserve HOA
160-0741-541.63-00	17023	Improvements Other Than Buildings	50,000	SR 50 Crosswalk Striping
160-0741-541.63-00	19035	Improvements Other Than Buildings	30,000	SR50 Signalized intersections (7 total)
		Total Expenditures	448,454	
<u>General Impact Fee Fund</u>				
170-0521-399.99-99		Use of Fund Balance	8,416	To balance revenues/expenditures
170-0620-399.99-99		Use of Fund Balance	1,774,837	To balance revenues/expenditures
170-0872-399.99-99		Use of Fund Balance	1,600,000	To balance revenues/expenditures
		Total Revenues	3,383,253	
170-0521-521.64-00		Equipment	2,924	Dispatch Workstations
170-0521-521.64-00		Machinery and Equipment	5,492	tablets for new authorized positions
170-0622-522.62-00	18015	Buildings	1,774,837	Fire Station - Southwest WG
170-0872-572.61-00		Land	1,600,000	Purchase of Property Adjacent to Newton Park Approved at 4/18/18 Commission Meeting
		Total Expenditures	3,383,253	
<u>Transportation Impact Fee Fund</u>				
174-0741-399.99-99		Use of Fund Balance	2,589,442	To balance revenues/expenditures
		Total Revenues	2,589,442	
174-0741-541.63-00	08005	Improvements Other Than Buildings	999,597	Marsh Rd (CR545> Hckry Hammock)
174-0741-541.63-00	09041	Improvements Other Than Buildings	165,574	SR 50 Median Landscaping
174-0741-541.63-00	12026	Improvements Other Than Buildings	417,851	Plant/Avalon Intersection
174-0741-541.63-00	13017	Improvements Other Than Buildings	516,359	Stoneybrook Round-about
174-0741-541.63-00	13043	Improvements Other Than Buildings	125,739	Lulu Ck/Stormwater Landscaping
174-0741-541.63-00	13049	Improvements Other Than Buildings	73,084	E Crown Pt/Fullers Cross Intersection
174-0741-541.63-00	15008	Improvements Other Than Buildings	100,000	Plant St East-Median Landscaping
174-0741-541.63-00	16010	Improvements Other Than Buildings	178,261	E Crown Pt-Plant to Crown Pt Cross
174-0741-541.63-00	16029	Improvements Other Than Buildings	3,035	Plant/E Crown Turn Lane
174-0741-541.63-00	18043	Improvements Other Than Buildings	9,942	CR545 4-LN Turnpike to SR50
		Total Expenditures	2,589,442	
<u>Utilities Operating Fund</u>				
410-2116-399.99-99		Use of Fund Balance	7,200,175	To balance revenues/expenditures
		Total Revenues	7,200,175	
410-2116-533.63-00	13044	Improvements Other Than Buildings	300,000	Johns Lake Waterside Util U/S
410-2116-533.63-00	15009	Improvements Other Than Buildings	5,846,714	Marsh Rd Potable/Reuse Tanks
410-2116-533.64-00		Equipment	9,251	Pump Motors (2)
410-2117-535.63-00	17025	Improvements Other Than Buildings	249,526	WWTP-Expansion at Crest Av
410-2117-535.63-00	18021	Improvements Other Than Buildings	280,500	Tucker Ranch Utilities (Wastewater)
410-2126-533.52-01	16030	Miscellaneous Operating Supplies	179,400	Meter Change Out Project
410-2126-533.63-00	12022	Improvements Other Than Buildings	22,391	Flex Net Install
410-2126-533.63-00	16014	Improvements Other Than Buildings	193,850	2" Water Main Upgrades
410-2126-533.63-00	18021	Improvements Other Than Buildings	26,885	Tucker Ranch Utilities
410-2126-533.64-00		Equipment	35,842	Ground Penetrating Radar
410-2127-533.63-00	19016	Improvements Other Than Buildings	55,816	Slip Lining
		Total Expenditures	7,200,175	

**City of Winter Garden
Carry Forward Budget
Ordinance 20-13
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<u>Utilities Impact Fee Fund</u>				
411-2116-399.99-99		Use of Fund Balance-Water	1,411,057	To balance revenues/expenditures
		Total Revenues	1,411,057	
411-2117-535.63-00	15009	Improvements Other Than Buildings	16,495	Marsh Rd Potable Tanks
411-2126-533.63-00	16006	Improvements Other Than Buildings	8,500	S Highland (Smith > Maple)
411-2126-533.63-00	16014	Improvements Other Than Buildings	72,797	2" Water Main Upgrades (city-wide)
411-2126-533.63-00	17026	Improvements Other Than Buildings	288,000	Windward Cay Reuse/Retrofit
411-2126-533.63-00	17027	Improvements Other Than Buildings	1,025,265	Reclaim/Reuse/Aquifer Projects
		Total Expenditures	1,411,057	
<u>Utilities Renewal & Replacement Fund</u>				
412-2116-399.99-99		Use of Fund Balance	2,506,215	To balance revenues/expenditures
		Total Revenues	2,506,215	
412-2126-533.63-00	15013	Improvements Other Than Buildings	483,019	Gravity Sewer Rehab
412-2126-533.63-00	16020	Improvements Other Than Buildings	1,473,196	9th Street Sewer Upgrades
412-2126-533.63-00	19036	Improvements Other Than Buildings	550,000	9th Street (Regal Pointe to Plant)
		Total Expenditures	2,506,215	
<u>Stormwater Fund</u>				
420-2218-399.99-99		Use of Fund Balance	1,770,416	
		Total Revenues	1,770,416	
420-2618-538.63-00	14011	Improvements Other Than Buildings	175,061	Stormwater R&R Improvements
420-2618-538.63-00	15015	Improvements Other Than Buildings	618,645	Bradford Park Erosion Control
420-2618-538.63-00	16027	Improvements Other Than Buildings	8,332	Lakeview Reserve HOA
420-2618-538.63-00	17028	Improvements Other Than Buildings	74,500	Stormwater Pollution Control
420-2618-538.63-00	18035	Improvements Other Than Buildings	28,878	Stormwater Master Plan
420-2618-538.63-00	19017	Improvements Other Than Buildings	65,000	Donald Dr Drainage Improvements
420-2618-538.63-00	19018	Improvements Other Than Buildings	300,000	E Winter Garden Drainage Improvements
420-2618-538.63-00	19019	Improvements Other Than Buildings	500,000	Lulu Creek Erosion Control
		Total Expenditures	1,770,416	
<u>Solid Waste Fund</u>				
430-3134-399.99-99		Use of Fund Balance	59,678	To balance revenues/expenditures
		Total Revenues	59,678	
430-3134-534-62-00	17054	Building	5,222	Fleet Shop Addn for Heavy Solid Waste Trucks
430-3134-534-62-00	19020	Building	54,456	Parking Shelter Expansion
		Total Expenditures	59,678	
<u>Trailer City Fund</u>				
450-3657-399.99-99		Use of Fund Balance	59,300	To balance revenues/expenditures
		Total Revenues	59,300	
450-3657-539.62-00	17032	Buildings	55,300	Office Renovations
450-3657-539.63-00	16018	Improvement Other Than Bldg	4,000	Upgrade city owned lots
		Total Expenditures	59,300	
		Grand Total	26,005,636	

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 31, 2020

Meeting Date: February 13, 2020

Subject: **Ordinance 20-15**
PARCEL ID # 10-23-27-0000-00-033 & 10-23-27-0000-00-034

Issue: The City is proposing to add a new section to Chapter 18 of the City Code.

Discussion: AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE.

Recommended Action:

Staff recommends approval of Ordinance 20-15, with the second hearing and adoption to be held on February 27, 2020.

Attachment(s)/References:

Ordinance 20-15

ORDINANCE NO. 20-15

AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local administrative amendments to the Florida Building Code that are more stringent than the minimum standards described therein so long as such amendments are transmitted to the Florida Building Commission within thirty days after enactment and are made available to the general public in a useable format; and

WHEREAS, the City recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local technical amendments to the Florida Building Codes Act that address local needs requiring the strengthening of the requirements of the Florida Building Codes subject to the requirements of section 553.73(4)(b), Florida Statutes; and

WHEREAS, the City finds that such local technical amendments to the Florida Building Code adopted pursuant to this Ordinance meet the requirements for local amendments pursuant to section 553.73(4)(b), Florida Statutes; and

WHEREAS, the City finds that such local technical amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs for same, the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and the additional requirements do not introduce a new subject not addressed in the Florida Building Code; and

WHEREAS, the City has determined that all technical amendments enacted hereby are based upon a review of local conditions, which review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

WHEREAS, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein, and the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the costs and benefits of the proposed technical amendment. Such fiscal impact state includes the

impact to local government relative to enforcement, the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

WHEREAS, the City finds that it is in the best interest of the health, safety and general welfare of the residents of Winter Garden and the general public that the exterior and interior load bearing walls of the first story of all structures constructed after adoption of this Ordinance be constructed using masonry block, concrete, or metal except as excluded from such requirements as set forth herein; and

WHEREAS, the City finds that it is in the best interest of the health, safety and general welfare of the residents of Winter Garden and the general public that certain multi-family structures with two or more floors provide elevators for vertical accessibility.

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

SECTION 1. Recitals. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. City Code Amendment. Article II of Chapter 18 of the Code of Ordinances of the City of Winter Garden relating to the Building Code is hereby amended to create local amendments to the Florida Building Code by adding new Section 18-63 and Section 18-64 as follows (words that are underlined are additions; words that are stricken are deletions; and all other provisions of Chapter 18 shall remain unchanged):

Sec. 18-63. – First Story Wall Material Requirements. The Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, except that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures or other residential structures having four (4) or fewer dwelling units.

Sec. 18-64. – Vertical Accessibility. The Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that for multi-family structures having two (2) or more floors (or stories or levels), containing ten (10) or more dwelling units and with primary access to the interior of one or more dwelling units being on the second or higher floor of such structure, such structure must provide an elevator for vertical accessibility from the ground floor to and from the second floor and higher floors to ensure that each dwelling unit within the structure has vertical accessibility to and from the ground floor. The developer of a multi-family project having less than fifty (50) total dwelling units may apply for a waiver of this requirement upon good cause shown why the vertical accessibility requirements of this section are not feasible for the project and not providing such will not limit housing options for persons with disabilities. This requirement applies regardless

of whether the multi-family project or structure(s) is funded with private or public funds.

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

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

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

SECTION 6. Transmittal. This Ordinance enacting technical and administrative amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days after enactment.

SECTION 7. Effective Date. This Ordinance shall not become effective until 30 days after this Ordinance has been received by and the amendments set forth in Section 2 of this Ordinance are published by the Florida Building Commission.

FIRST READING: _____, 2020

SECOND READING: _____, 2020

ADOPTED this ____ day of _____, 2020, by the City Commission of the City of Winter Garden, Florida.

CITY COMMISSION
CITY OF WINTER GARDEN

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 2, 2020 **Meeting Date:** February 13, 2020

Subject: 12301 W Colonial Dr. – Peoples Plaza
Peoples Plaza PCD Amendment
Ordinance 20-04
PARCEL ID # 24-22-27-0000-00-016

Issue: For property located at 12301 W Colonial Dr., the applicant is requesting to amend the property's original PCD Ordinance by repealing it and replacing it with new PCD requirements.

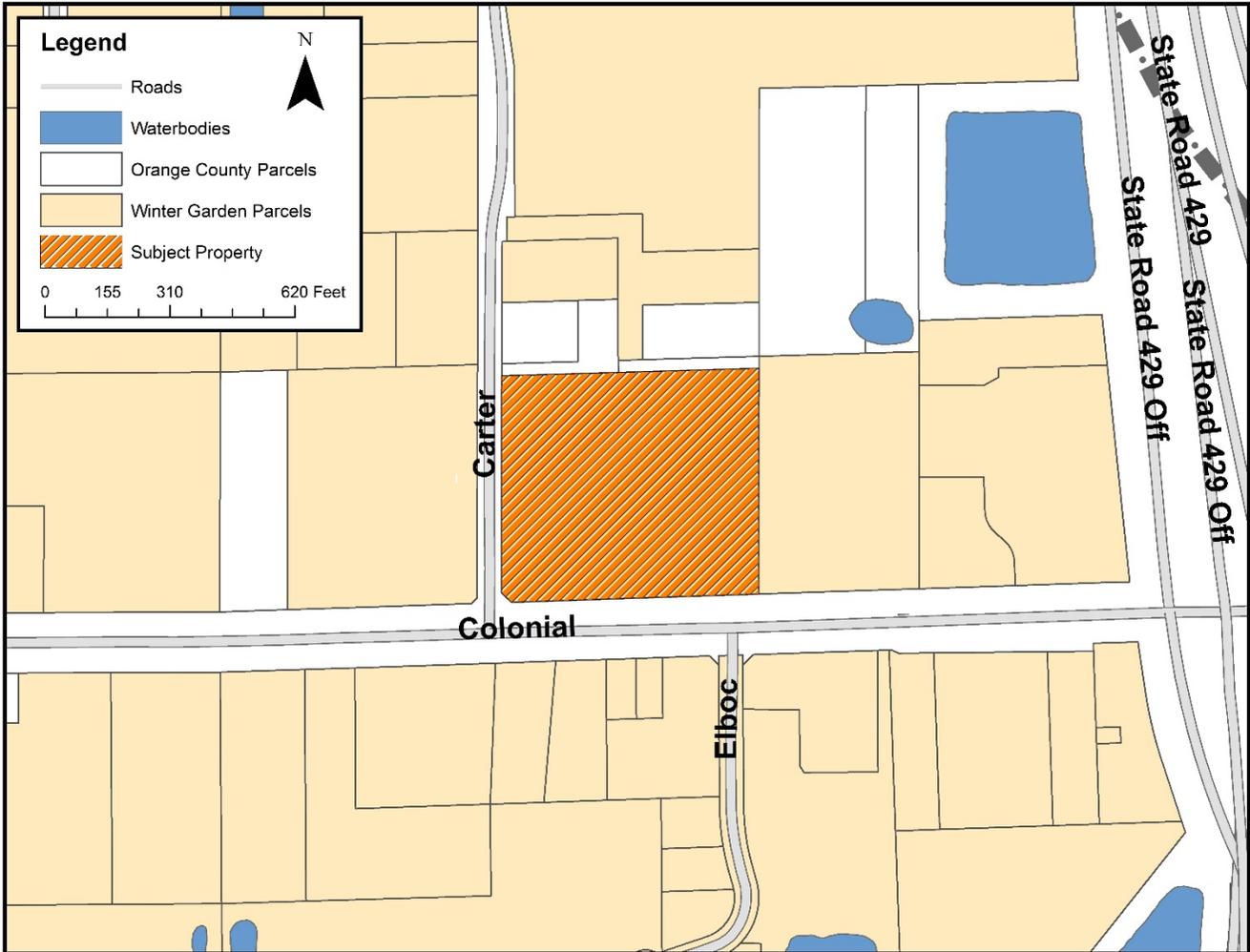
Discussion: The applicant is requesting to amend the original PCD (Ord 00-78) by repealing and replacing the requirements with new regulations (Ord 20-04) to permit the total redevelopment of the parcel. The proposed development includes a gas station, two hotels, and other commercial development, as well as associated site development such as parking areas and stormwater infrastructure. The proposed PCD amendment is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

Recommended Action:
Staff recommends approval of Ordinances 20-04.

Attachment(s)/References:
Location Map
Staff Report
Ordinance 20-04

LOCATION MAP

PCD Amendment
12301 W Colonial Dr.



ORDINANCE 20-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY BEING APPROXIMATELY 8.25 +/- ACRES AND GENERALLY LOCATED AT 12301 WEST COLONIAL DRIVE ON THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND CARTER ROAD FROM THE EXISTING PLANNED COMMERCIAL DEVELOPMENT (PCD) ADOPTED BY ORDINANCE 00-78 TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PCD DEVELOPMENT CONDITIONS AND REQUIREMENTS; DESCRIBING THE DEVELOPMENT AS THE PEOPLES PLAZA PCD; REPEALING AND REPLACING ORDINANCE 00-78; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on December 14, 2000 the City Commission of the City of Winter Garden approved Ordinance 00-78, which rezoned approximately 8.25 +/- acres of certain real property generally located at 12301 West Colonial Drive on the northeast corner of West Colonial Drive and Carter Road in Winter Garden, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") from C-2 to PCD; and

WHEREAS, the owner(s) of the Property have requested to amend the approved PCD by repealing and replacing Ordinance 00-78 with this Ordinance, including the amended PCD requirements identified herein; and

WHEREAS, the Planning and Zoning Board has considered this Ordinance and made a recommendation to the City Commission concerning its adoption; and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, and the City of Winter Garden Code of Ordinances, and

WHEREAS, the City Commission finds based on competent substantial evidence in the record that the PCD amendment approved by this Ordinance meets all applicable criteria for rezoning under the Comprehensive Plan and the Code of Ordinances, therefore;

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

SECTION 1: Rezoning. The above "Whereas" clauses constitute findings by the

City Commission. After due notice and public hearing, PCD Ordinance 00-78 is hereby repealed and replaced with this Ordinance, subject to the following conditions, provisions, and restrictions:

- a. **Applicability/Conflict.** All development of or within the Property shall comply with and is subject to the requirements set forth in this Ordinance. Unless specifically identified in this Ordinance, all development on the Property identified in Exhibit “A” must comply with the general development standards of the C-2 (Arterial Commercial) Zoning district and comply with the standards outlined in Chapter 118, Articles IX and X regarding the City of Winter Garden West State Road 50 Overlay Requirements. Notwithstanding anything to the contrary herein, all development of or within the Property shall comply with and is subject to all requirements in the City Code, and ordinances, resolutions, and policies of the City. To the extent of any express conflicts between the express provisions of this Ordinance pertaining to permitted uses, special exception uses, prohibited uses, architectural design criteria, and other development criteria and the City Code and ordinances, resolutions, and policies of the City, the requirements set forth herein shall control to the extent of the conflict.

- b. **Intent.** This Ordinance is intended to provide flexibility in the development of the Property in order to provide for proper growth and to guide development and construction in an integrated approach in order to promote a dynamic commercial center for commerce and social activity while also providing an aesthetically pleasing and pedestrian oriented development. Due to constraints in traffic at the proposed location, permitted and special exception uses will be established to maintain a safe, well developed project that enhances and supports the City and its citizens without causing distress on the local businesses and roads.

- c. **Development Plans.** The Property shall be developed in substantial conformance with the Preliminary Development Plans attached hereto as Exhibit “B”. Should any conflict exist between this Ordinance and the Preliminary Development Plans attached hereto as Exhibit “B”, then the standards and conditions established by this Ordinance shall control to the extent of the conflict.

- d. **Design Criteria / Architectural Standards.**
 1. **Architecture** - All new buildings and accessory structures within the Property shall adhere to the requirements set forth in the Peoples Plaza Planned Commercial Development Design Standards, attached hereto as Exhibit “C”.
 2. **Landscape Design** – Landscaping shall be required to adhere to the landscape design standards shown in Exhibit B as well as the standards for specified commercial corridors in accordance with

Chapter 118, Article X, Division 3 of the City of Winter Garden Code of Ordinances, except in cases where required canopy trees would interfere with existing overhead power lines, in which case understory trees may be substituted.

3. **Site Furnishings** – Bicycle parking spaces shall be provided in a quantity commensurate with the proposed uses. Benches and trash receptacles shall be provided near the main building entrances.
4. **Impervious Surface Area Ratio-** The maximum impervious surface area ratio for the Property shall be consistent with the overall maximum impervious surface area ratio that the Planned Commercial Development is permitted by the Saint John’s River Water Management District.
5. **Site Lighting** - all exterior lighting shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles. Exterior lighting shall be designed as dark skies lighting in a consistent and coordinated manner for the entire project in compliance with the requirements of Chapter 118, Article X, Division 4 of the City Code of Ordinances. The proposed light fixtures shall be consistent throughout the development.
6. **Signage-**
 - i. All proposed signage shall be consistent with the sign locations and design standards shown in Exhibit “B” and Exhibit “C”.
 - ii. The building sign shown on the east side of the proposed hotel on Lot 2 shall have its illumination turned off by 10:00 pm each evening, not to resume until 7:30 am the following morning.
 - iii. Two monument signs shall be permitted for Lot 4 along West Colonial Drive as shown in Exhibit “B”, and an additional monument sign shall be permitted if Lot 4 is split into two separate lots.
 - iv. All other signage not specifically shown in Exhibits “B” and “C” shall adhere to the requirements of Chapter 102 – Signs.
7. **Building Height-** The maximum building height for hotel buildings shall not exceed 75 feet (five stories). For all other uses, the maximum building height shall not exceed 50 feet (three stories).
8. **Setbacks and Required Yards-** Interior drives are not considered streets for the purposes of these requirements.
 - i. Front (Street): 40’ min.
 - ii. Front (Interior): 20’ min.
 - iii. Side (Street): 40’ min.
 - iv. Side (Interior): 0’ min.

v. Rear: 10' min.

e. Permitted Uses- The permitted uses allowed on the Property are as follows:

1. Professional Office, Business Office, and Medical Office.
2. Sit-Down Restaurants.
3. One (1) Restaurant with a drive-thru.
4. Retail establishments.
5. Personal Services.
6. One gas station with associated convenience store and car wash.
7. Two (2) hotels with a maximum of 220 total combined guest rooms.

f. Special Exception Uses- The special exception uses for this Property are as follows:

1. Other uses which the Planning and Zoning board determines are of the type and intensity of activity similar to and compatible with the permitted uses.

g. Prohibited Uses- Any use not specifically set forth in this Ordinance as a Permitted or Special Exception Use is prohibited. Without limiting the foregoing, the following are expressly prohibited:

1. Outdoor storage of products/material, storage yard, vehicle storage yard, contractor yard.
2. Industrial uses
3. Laundromat, laundry dry-cleaning.
4. Movie Theater.
5. Church.
6. Daycare center or school.
7. Funeral Home.
8. Crematorium.
9. Storage, sales, service of vehicles including but not limited to automobiles, trucks, boats, watercraft, trailers, motorcycles, sheds or equipment.
10. Communication towers.
11. Billboards.
12. Body art establishment.
13. Tobacco sales.
14. Pharmacies.
15. Adult or pornographic book, magazine, video and novelty stores or sales;

16. Adult entertainment.
17. Bars or Nightclubs.
18. Agricultural uses or processing.
19. Pawn shop.
20. Manufacturing of building products.
21. Temporary structures such as trailers, sheds or metal containers.
22. Recycling facilities.
23. Any use not in keeping with a high quality arterial commercial center.

SECTION 2: Staff Conditions.

1. The Developer shall pay one-half share of the improvements to Carter Road along the project's frontage, including, but not limited to, the following:
 - a) Carter Road shall be improved to a modified urban section from S.R. 50 to the north property line of the project to include southbound left and right turn lanes, curbing, drainage, etc.
 - b) Pavement thickness shall be a minimum of 2" asphaltic concrete (can include existing pavement remaining after milling and friction course). Any new base course shall consist of 10" thick soil cement compacted to 98% density, 12" thick subbase compacted to 98% and 18" of clean fill with no more than 5% passing the #200 sieve under the subbase.
 - c) The existing drainage system on Carter Road will need to be inspected by the City. The condition of the existing CMP's may warrant their replacement with these improvements
 - d) A developer's agreement, drafted by the City Attorney, shall be prepared to allocate the Carter Road improvements' cost share, as well as further defining other commitments of the development including, but not limited to, easement requirements, etc. The developer's agreement shall be approved by the City Commission prior to issuance of any building permits for the project.
2. The proposed gas station shall be built concurrently to or after the proposed hotel (not before). The hotel shall be the first project to commence vertical building construction.
3. The existing trees shown in the northeast corner of the site shall be preserved during construction. If the trees are damaged or otherwise removed without prior City approval, the developer shall install replacement trees that are comparable to the size of the trees removed.
4. All storage or dumpster/solid waste areas shall be designed with a

six-foot masonry wall and shall have min. 12' interior clearance. The wall shall be of a decorative "split face" concrete masonry, "Norman" brick or standard concrete masonry clad with painted stucco or other masonry veneer. The wall shall include a continuous cap feature and closing gate. In addition to the masonry enclosure, storage and dumpster/solid waste areas shall be treated with a 24-inch high planted hedge that shall reach 36"—42" height and 90 percent opacity within one year.

5. The irrigation system shall utilize reclaimed water or be set up to hook up to reclaimed service in the future if not currently available.
6. Platting will be required to indicate easements for access, drainage and utilities and maintenance of any common areas/facilities.
7. Maximum impervious surface for PCD/PUD zoning is 80%, but must be supported by the St. Johns River Water Management District permit. SJRWMD permit or modification will be required.
8. Utilities: water/sewer impact fees will be required prior to FDEP permit execution by the City, or issuance of site or building permit(s).
9. An existing well was noted on the previous site survey. All wells must be plugged pursuant to the requirements of the SJRWMD (permit required).
10. The existing drainage ditch along the north and east property line shall be piped with inlets as previously approved. Approval of the pipe and outfall connection may be required from Orange County and FDOT prior to construction (see recorded drainage easement).
11. All on-site utilities will be privately owned and maintained, including on-site fire hydrants and lines supplying them, sanitary mains and sanitary manholes.
12. Min. 5' wide concrete sidewalks are required along all project frontages to include S.R. 50 and Carter Road. Existing sidewalks will be checked at completion and any damaged sections shall be replaced.
13. Permits are required from FDOT, SJRWMD and FDEP (water, wastewater, NPDES) prior to construction. Orange County approval is required on the drainage easement/outfall.
14. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all required water, irrigation and sewer impact fees shall be paid prior to City execution of FDEP

permits and issuance of site or building permits. Provide a summary of the existing utility connections that have been shut off/capped for any applicable utility impact fee credits (final plan phase).

15. FDOT approval will be required for any improvements within the S.R. 50 right-of-way (i.e. driveway connection, utilities, turn lanes, drainage, sidewalk, etc.).
16. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
17. All work shall conform to City of Winter Garden standards and specifications.
18. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
19. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
20. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others, including by way of any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City shall not be responsible and any corrective measures required will be the responsibility of the Owner/Developer. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
21. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.

SECTION 3: *General Requirements.*

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

SECTION 4: *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

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

SECTION 6: *Repeal and Replace.* This Ordinance repeals and replaces Ordinance 00-78.

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

FIRST READING AND PUBLIC HEARING: _____, 2019.

SECOND READING AND PUBLIC HEARING: _____, 2020.

ADOPTED this _____ day of _____, 2020, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

Exhibit "A"

Parcel ID: 24-22-27-0000-00-016

Legal Description:

The Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 (less the West 30 feet, the South 75 feet, and the North 30 feet of the East 349.37 feet), in Section 24, Township 22 South, Range 27 East, Orange County, Florida.

LESS AND EXCEPT

The North 30 feet of the West 320 feet of the SE 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 22 South, Range 27 East.

AND LESS and Except the following described:

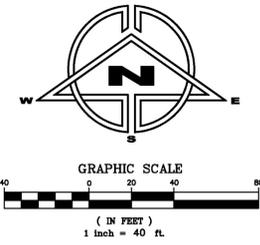
Commence at small P-K nail and disk set in poured concrete in asphalt cut-out marking the Northeast corner of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East, Orange County, Florida; thence run South 00°03'54" East along the North-South center-of-section line of said Section 24 a distance of 5329.27 feet to a point on the Centerline of Survey of State Road 50 as shown on Florida Department of Transportation Right of Way Map Section 75050, Financial Project No. 410983 1, said point also being a point on a non-tangent curve concave Northerly having a radius of 32,740.45 feet and a chord bearing of North 88°31'48" East; thence departing said North-South line, from a tangent bearing of North 88°57'45" East, run Easterly along said Centerline of Survey and along the arc of said curve through a central angle of 00°51'53" a distance of 494.11 feet to the point of tangency; said point also being a point on the South line of the Southwest 1/4 of aforesaid Section 24; thence departing said curve, run North 88°05'52" East along said Centerline of Survey and along said South line a distance of 205.55 feet to a point on the Southerly projection of the East right of way line of Carter Avenue; thence departing said Centerline of Survey and said South line, run North 00°02'46" West along said Southerly projection a distance of 75.04 feet to the intersection of the East right of way line of Carter Avenue with the existing North right of way line of aforesaid State Road 50 as shown on the aforesaid Right of Way Map for a Point of Beginning; thence continue North 00°02'46" West along said East right of way line of Carter Avenue a distance of 24.78 feet; thence departing said East right of way line of Carter Avenue, run South 46°41'33" East a distance of 34.90 feet to the aforesaid existing North right of way line of State Road 50; thence run South 88°05'52" West along said existing North right of way line of State Road 50 a distance of 25.39 feet to the Point of Beginning.

Exhibit "B"

COVER PAGE

Peoples Plaza Preliminary Development Plans

(3 PAGES - ATTACHED)

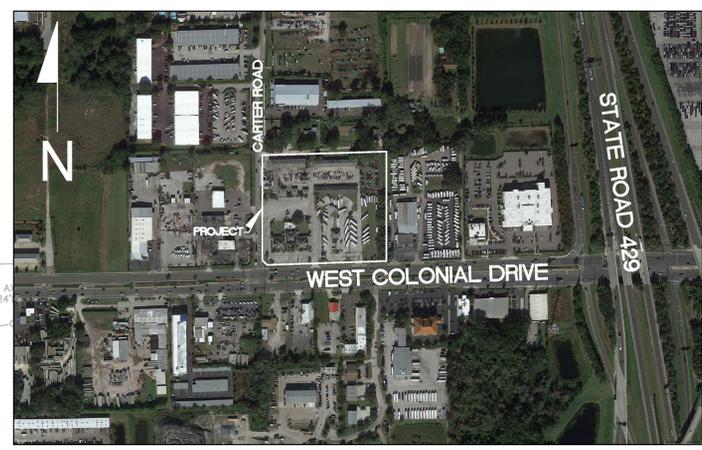


DEVELOPER:
PEOPLES PLAZA, LLC
1126 S. DIVISION AVENUE
ORLANDO, FL 32805
(407) 709-0497

ENGINEER:
MITCH COLLINS, P.E., INC.
801 E. SOUTH STREET
ORLANDO, FL 32801
(407) 850-8557

SURVEYOR:
ALLEN AND COMPANY
16 E. PLANT STREET
WINTER GARDEN, FL 34787
(407) 654-3355

LEGAL DESCRIPTION:
The Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 (less the West 30 feet, the South 75 feet, and the North 30 feet of the East 349.37 feet), in Section 24, Township 22 South, Range 27 East, Orange County, Florida.
LESS AND EXCEPT
The North 30 feet of the West 320 feet of the SE 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 22 South, Range 27 East.
AND LESS and Except the following described:
Commence at small P-K nail and disk set in poured concrete in asphalt cut-out marking the Northeast corner of the Northwest 1/4 of Section 24, Township 22 South, Range 27 East, Orange County, Florida; thence run South 00°03'54" East along the North-South center-of-section line of said Section 24 a distance of 5329.27 feet to a point on the Centerline of Survey of State Road 50 as shown on Florida Department of Transportation Right of Way Map Section 75050, Florida Project No. 410983 1, said point also being a point on a non-tangent curve concave Northerly having a radius of 32,740.45 feet and a chord bearing of North 88°01'48" East; thence departing said North-South line, from a tangent bearing of North 88°01'48" East, run Easterly along said Centerline of Survey and along the arc of said curve through a central angle of 00°51'53" a distance of 494.11 feet to the point of tangency; said point also being a point on the South line of the Southwest 1/4 of aforesaid Section 24; thence departing said curve, run North 88°01'52" East along said Centerline of Survey and along said South line a distance of 205.65 feet to a point on the Southerly projection of the East right of way line of Carter Avenue; thence departing said Centerline of Survey and said South line, run North 02°02'48" West along said Southerly projection a distance of 73.04 feet to the intersection of the East right of way line of Carter Avenue with the existing North right of way line of aforesaid State Road 50 as shown on the aforesaid Right of Way Map for a Point of Beginning; thence continue North 00°02'46" West along said East right of way line of Carter Avenue a distance of 24.78 feet; thence departing said East right of way line of Carter Avenue, run South 45°01'33" East a distance of 34.90 feet to the aforesaid existing North right of way line of State Road 50; thence run South 88°05'52" West along said existing North right of way line of State Road 50 a distance of 25.39 feet to the Point of Beginning.



LOCATION MAP
NTS
SECTION 24, TOWNSHIP 22, RANGE 27

PROJECT DATA:

TOTAL PROJECT AREA: 359,437 SF = 8.251 ACRES
 PARCEL ID: 24-24-27-0000-00-016
 CURRENT ZONING: PCO (PEOPLES PLAZA-ORDINANCE 00-78)
 CURRENT FUTURE LAND USE: PCO
 CURRENT USE: COMMERCIAL (W SR 50 COMMERCIAL ACTIVITY CENTER)
 PROPOSED USE: COMMERCIAL/INDUSTRIAL
 SEE BELOW

SITE DATA:

LOT 1:
 PARCEL SIZE: 65,017 SF = 1.492 ACRES
 PROPOSED USE: HOTEL/RETAIL/OFFICE/RESTAURANT
 FRONT BUILDING SETBACK (WEST) (CARTER ROAD): 40 FEET
 SIDE BUILDING SETBACK (SOUTH) (LOT 3): 20 FEET
 REAR BUILDING SETBACK (EAST): 10 FEET
 REAR BUILDING SETBACK (WEST) (POND TRACT): 10 FEET
 MAXIMUM BUILDING HEIGHT: 75 FEET (FIVE FLOORS)
 MAXIMUM FAR: 1.08
 MAXIMUM BUILDING SIZE: 100,000 SF (110 HOTEL ROOMS)
 MINIMUM OPEN SPACE: 13,003 SF = 0.298 ACRES @ 20%
 MAXIMUM IMPERVIOUS COVERAGE: 52,014 SF = 1.194 ACRES @ 80%
 PARKING REQUIREMENTS: PER CODE SECTION 118-1386 (SEE NOTE #7 BELOW)

LOT 2:
 PARCEL SIZE: 86,638 SF = 1.989 ACRES
 PROPOSED USE: HOTEL/RETAIL/OFFICE/RESTAURANT
 FRONT BUILDING SETBACK (SOUTH) (LOT 4): 20 FEET
 SIDE BUILDING SETBACK (EAST): 30 FEET
 SIDE BUILDING SETBACK (WEST) (LOT 1): 10 FEET
 REAR BUILDING SETBACK (NORTH): 20 FEET
 MAXIMUM BUILDING HEIGHT: 75 FEET (FIVE FLOORS)
 MAXIMUM FAR: 1.15
 MAXIMUM BUILDING SIZE: 100,000 SF (110 HOTEL ROOMS)
 MINIMUM OPEN SPACE: 17,328 SF = 0.398 ACRES @ 20%
 MAXIMUM IMPERVIOUS COVERAGE: 69,310 SF = 1.591 ACRES @ 80%
 PARKING REQUIREMENTS: PER CODE SECTION 118-1386 (SEE NOTE #7 BELOW)

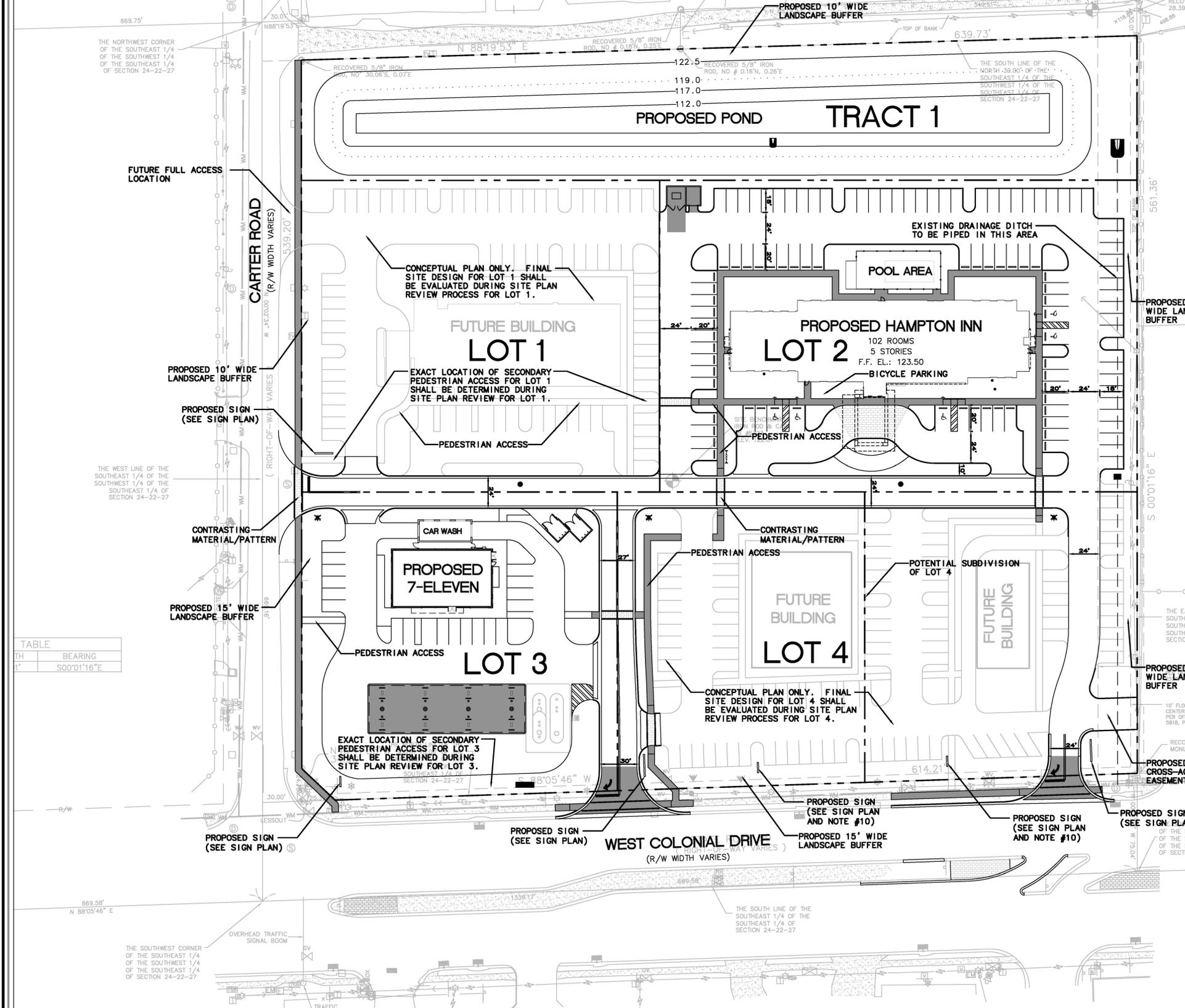
LOT 3:
 PARCEL SIZE: 55,507 SF = 1.274 ACRES
 PROPOSED USE: RETAIL/OFFICE/RESTAURANT/CONVENIENCE STORE WITH CAR WASH AND FUEL PUMPS
 FRONT BUILDING SETBACK (WEST) (CARTER ROAD): 40 FEET
 FRONT BUILDING SETBACK (SOUTH) (STATE ROAD 50): 40 FEET
 SIDE BUILDING SETBACK (EAST): 10 FEET
 REAR BUILDING SETBACK (NORTH) (LOT 1): 20 FEET
 MAXIMUM BUILDING HEIGHT: 50 FEET (THREE FLOORS)
 MAXIMUM FAR: 0.50
 MAXIMUM BUILDING SIZE: 27,754 SF
 MINIMUM OPEN SPACE: 11,101 SF = 0.255 ACRES @ 20%
 MAXIMUM IMPERVIOUS COVERAGE: 44,406 SF = 1.019 ACRES @ 80%
 PARKING REQUIREMENTS: PER CODE SECTION 118-1386

LOT 4:
 PARCEL SIZE: 87,791 SF = 2.015 ACRES (SEE NOTE #8 BELOW)
 PROPOSED USE: RETAIL/OFFICE/RESTAURANT
 FRONT BUILDING SETBACK (SOUTH) (STATE ROAD 50): 40 FEET
 SIDE BUILDING SETBACK (WEST) (LOT 3): 20 FEET
 SIDE BUILDING SETBACK (EAST): 30 FEET
 REAR BUILDING SETBACK (NORTH) (LOT 2): 20 FEET
 MAXIMUM BUILDING HEIGHT: 50 FEET (THREE FLOORS)
 MAXIMUM FAR: 0.63
 MAXIMUM BUILDING SIZE: 55,000 SF
 MINIMUM OPEN SPACE: 17,558 SF = 0.403 ACRES @ 20%
 MAXIMUM IMPERVIOUS COVERAGE: 70,233 SF = 1.612 ACRES @ 80%
 PARKING REQUIREMENTS: PER CODE SECTION 118-1386

TRACT 1:
 TRACT SIZE: 64,484 SF = 1.480 ACRES
 PROPOSED USE: STORMWATER RETENTION
 MINIMUM OPEN SPACE: 31,530 SF = 0.724 ACRES @ 48.90%
 MAXIMUM IMPERVIOUS COVERAGE: 0 SF = 0 ACRES @ 0%
 WATER SURFACE COVERAGE (AT CONTROL): 32,954 SF = 0.756 ACRES @ 51.10%

NOTES:

- WATER, SEWER AND RECLAIM SERVICE SHALL BE PROVIDED BY THE CITY OF WINTER GARDEN
- PROPERTY IS LOCATED WITHIN FLOODZONE X PER FEMA PANEL NUMBER 1209502015F, DATED 9-25-2019.
- FIRE PROTECTION TO BE PROVIDED BY THE CITY OF WINTER GARDEN
- THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT SITE
- CONVENIENCE STORE/FUEL SALES/CAR WASH SHALL BE INCLUDED AS AN APPROVED USE
- NO MORE THAN ONE DRIVE-THRU SHALL BE ALLOWED UNLESS APPROVED AS PART OF THE SITE PLAN APPROVAL PROCESS
- PARKING FOR HOTEL USES ON LOTS 1 AND 2 SHALL BE ALLOWED AT ONE SPACE PER HOTEL ROOM
- POTENTIAL LOT SPLIT SHALL BE ALLOWED FOR LOT 4 WITHOUT A REQUIRED LANDSCAPE BUFFER BETWEEN LOTS AND NO MINIMUM SIDE BUILDING SETBACKS.
- CROSS-ACCESS EASEMENTS SHALL BE PROVIDED THROUGHOUT THE DEVELOPMENT
- TWO LOT 4 MONUMENT SIGNS SHALL BE ALLOWED ONLY IF LOT 4 IS SPLIT INTO TWO LOTS. OTHERWISE, ONLY ONE MONUMENT SIGN SHALL BE ALLOWED FOR LOT 4.



TH	BEARING
1'	S00°01'16"E

REV/DATE	BY
9-24-19	M.C.
AS PER CITY	M.C.
11-7-19	M.C.
AS PER CITY	M.C.
---	---
---	---
---	---
---	---

PD ZONING PLAN FOR PEOPLES PLAZA
 WINTER GARDEN, FLORIDA
 12301 WEST COLONIAL DRIVE

MITCH COLLINS, P.E., INC.
 801 E. SOUTH STREET
 ORLANDO, FL 32801
 (407) 850-8557
 www.mitchcollinspe.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	6-17-19
SCALE:	1" = 40'
JOB NO.:	219-002
SHEET NO.:	PD-1 OF C-9

NOTE:
 REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

"SUNSHINE STATE ONE CALL OF FLORIDA, INC."
 1-800-432-4770
 WWW.CALLSUNSHINE.COM
REQUIRED BY FLORIDA STATUTE 339.03
 A MIN. OF 2 DAYS AND A MAX. OF 3 DAYS BEFORE YOU EXCAVATE, YOU ARE TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA (888) 777-6242, LATEST EDITION

WINTER GARDEN CODE COMPLIANCE NOTES:

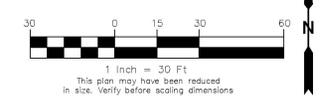
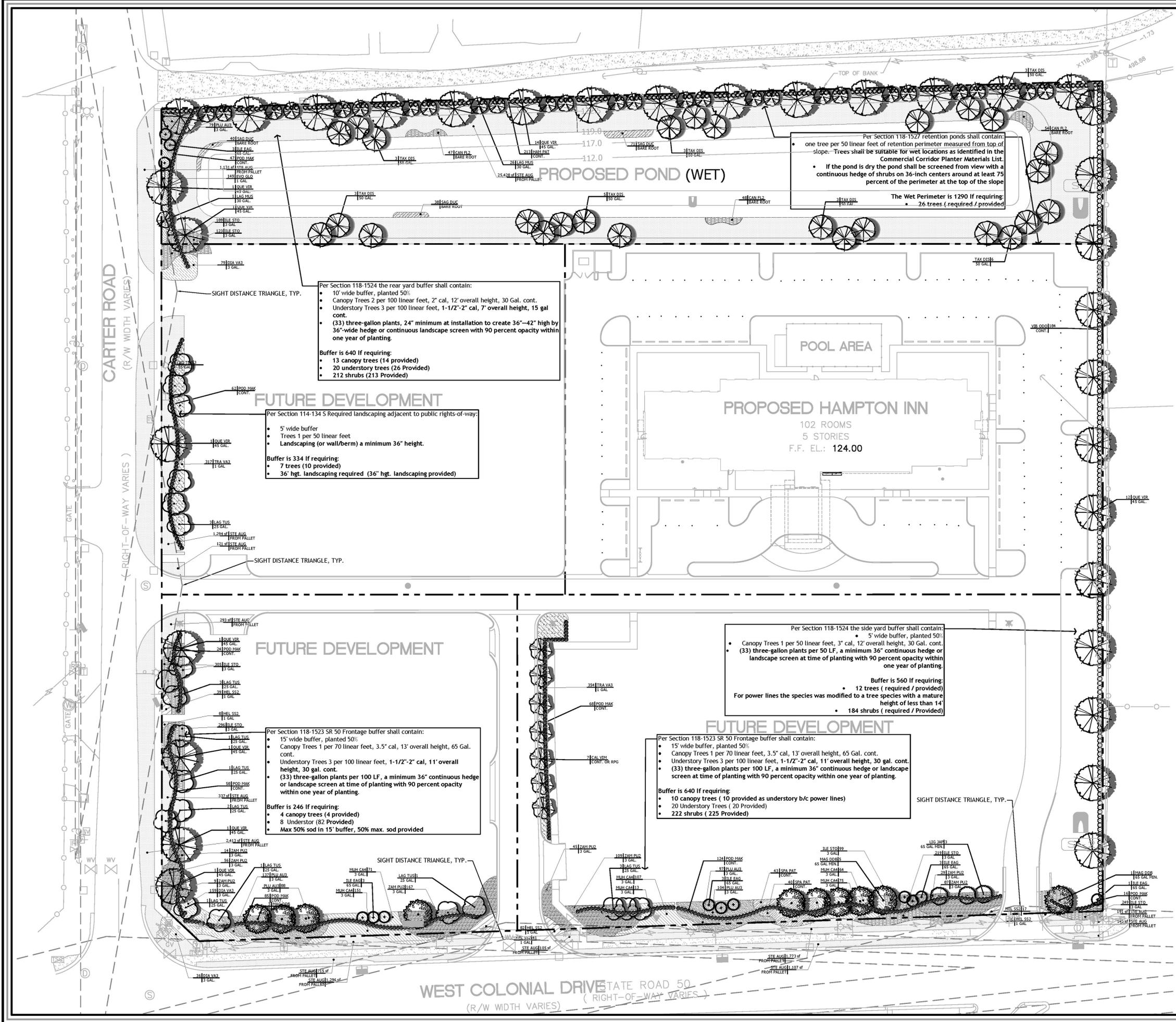
1. Shrubs / groundcovers = 35,658 sf
2. Sod = 36,639 sf
3. Gross Area 359,436 sf
4. Trees preserved = 0
5. Trees planted = 150
6. Min. Canopy Tree size 3" cal. x 12' hgt.
7. Min. Understory Tree 1.5" cal. x 11' hgt. (The only exception is the use of Ligustrum under the power lines that limits the mature tree size to 14'. Those plants are not available at this size and are specified at 1.5" cal; 8' hgt. x 6' spd.
8. Min. parking lot interior landscape = 5%.
9. Min. native plants required = 5%, 64% provided

REV/DATE	BY

PLANTING PLAN
 FOR
PEOPLE'S PLAZA
12301 WEST COLONIAL DRIVE WINTER GARDEN, FLORIDA

MITCH COLLINS, P.E.J. 8000, STATE OF FLORIDA, C.A.J. 8023
 DATE _____
MITCH COLLINS, P.E., INC.
 801 WEST PALM BLVD., SUITE 200
 WINTER GARDEN, FL 32927
 (407) 939-1111
 www.mitchcollins.com

DRAWN BY:	R.M.
CHECKED BY:	R.M.
DATE:	7-2-19
SCALE:	As shown
JOB NO:	MD 1919
SHEET NO:	L-1



WEST COLONIAL DRIVE STATE ROAD 50
 (R/W WIDTH VARIES) (RIGHT-OF-WAY VARIES)

NOTE:
 REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

Exhibit "C"

COVER PAGE

Peoples Plaza Planned Commercial Development Design Standards

(25 PAGES - ATTACHED)

Peoples Plaza Planned Commercial Development

Design Standards
Winter Garden, Florida

November 11, 2019

Prepared by:

Architect

Dale Parsons,
1126 S. Division Ave.
Orlando, Florida 32805

Civil Engineer

Mitch Collins, P.E., Inc.
801 E. South Street
Orlando, Florida 32801

Surveyor

Allen and Company
16 East Plant Street
Winter Garden, Florida 34787

Prepared for:

Peoples Plaza, LLC

1126 S Division Ave
Suite 303
Orlando, Florida 32805

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III. Architectural Character Design Criteria

The overall commercial architectural design of the buildings in Peoples Plaza will substantially comply with a Contemporary Artisan architectural style. Final elevations associated with specific site plans will be subject to change by the end user provided the architectural theme is consistent, the standard of quality is maintained, the architectural standards are achieved, and the design is approved by the City.

A consistent and compatible standard will be applied to the buildings in the PCD. The following outline of massing, finishes, treatments, colors and use of materials are representative of a theme and a level of quality to be maintained throughout the development. Distinctive and Unique designs are permissible provided the design is not conspicuous within the context of the overall development and helps achieve the overall cohesive style.

All architectural elevations are subject to review and approved by City staff prior to Plan Approval, and there should be consistency between all developments in terms of design style and quality.



Figure 2 - Contemporary Artisan Example - Hotel

IIIA. Massing & Articulation

A. The building facades that are visible to pedestrians and/ or vehicles along major internal and external circulation routes are required to have architectural variation that is consistent with the Contemporary Artisan Style (similar to that depicted in Figure 2). Examples of Contemporary Artisan style elements include, but are not limited to the following:

- Cool Gray tones
- Stone or Brick Base Exterior
- Horizontal Lines
- Awnings above Glazing
- Wood or “Simulated” Wood Accent Panels
- Screening with vines



Figure 3 - Example — Restaurant / Retail

COLOR SCHEME:


SHERWING WILLIAMS
7017 DORIAN GRAY


SHERWING WILLIAMS
7014 EIDER WHITE


SHERWING WILLIAMS
7018 DOVETAIL


SHERWING WILLIAMS
7015 REPOSE

COOL GREY COLOR TONES

B. All buildings should have elements to relieve the sense of a solid monolithic mass and that complement the scale of the surrounding structures and the proposed building. Buildings should be designed to have facade features on multiple planes.

C. Building facades along major circulation routes shall not have a blank, uninterrupted length that exceeds 40 lineal feet without including at least two of the following:

- ❖ Pilasters
- ❖ Canopies
- ❖ Colonnades
- ❖ Varying Rooflines
- ❖ Varying Finishes
- ❖ Columns
- ❖ Arcades
- ❖ Trellis with vines
- ❖ Defined Entryways
- ❖

D. Architectural design details and window treatments will be utilized to unify all sides of the buildings. Integration of canopies is required to promote a human scale at the entrance and to create visually appealing points of entry that shield visitors from the sun and rain.

III. B. Building Materials and Theming

A. A consistent architectural theme (as depicted in Figure 2) will be utilized to unify the development, including complimentary colors, finished materials and textures.

B. Predominant exterior building materials shall be of high quality materials including, but not limited to the following:

- ❖ Stucco
- ❖ Fiber -cement board siding
- ❖ Veneer brick or thin brick
- ❖ EIFS Synthetic Finish

C. Prohibited exterior building materials include the following:

- ❖ Smooth faced concrete block
- ❖ Unfinished tilt -up concrete panels
- ❖ Prefabricated steel panels

D. Prohibited roofing materials include the following:

- ❖ Barrel tile
- ❖ 3 -Tab shingles

E. Rear and side facade materials shall be of materials consistent with that of the primary facade; use of inferior or lesser quality materials shall be prohibited.

- F. Store fronts: False window and door openings defined by frames, sills and lintels, are permitted only when actual doors and windows are not feasible because of the interior use of the building.
- G. Building colors shall be drawn from a light color palette; the color chip shall be submitted to the City for approval. No fluorescent colors are permitted. The use of black, grey, primary and/ or secondary colors are prohibited as the predominant exterior building color.
- 1. Flat roofs must be screened by a parapet wall finished by a cornice or other architectural detail.



Figure 4 — Example – Retail Store with Gas



Figure 5 — Example – Retail Store with Gas

III. C. Facade Treatments

Rooftop equipment shall be concealed from public view or located such that the equipment is not visible from public streets or from the parking lot.

III. C. Building Projections & Entryways

- A. Building exteriors will provide shelter from sun and rain. Awnings and overhangs will be provided for pedestrian walkways at Building Entry.
- B. Primary pedestrian entrances will be clearly expressed and be recessed by a sheltering element. This element will preferably be a porch with columns, but elements such as awnings, arcades, and/ or porticos may be considered if they achieve the overall intent of these architectural design standards. The minimum height and the maximum depth of these elements shall be 8'.



Figure 6 - Example — Variation of Façade Height



Figure 7 - Example — Variation of Façade Planes

III. D. Building Orientation & Site Design

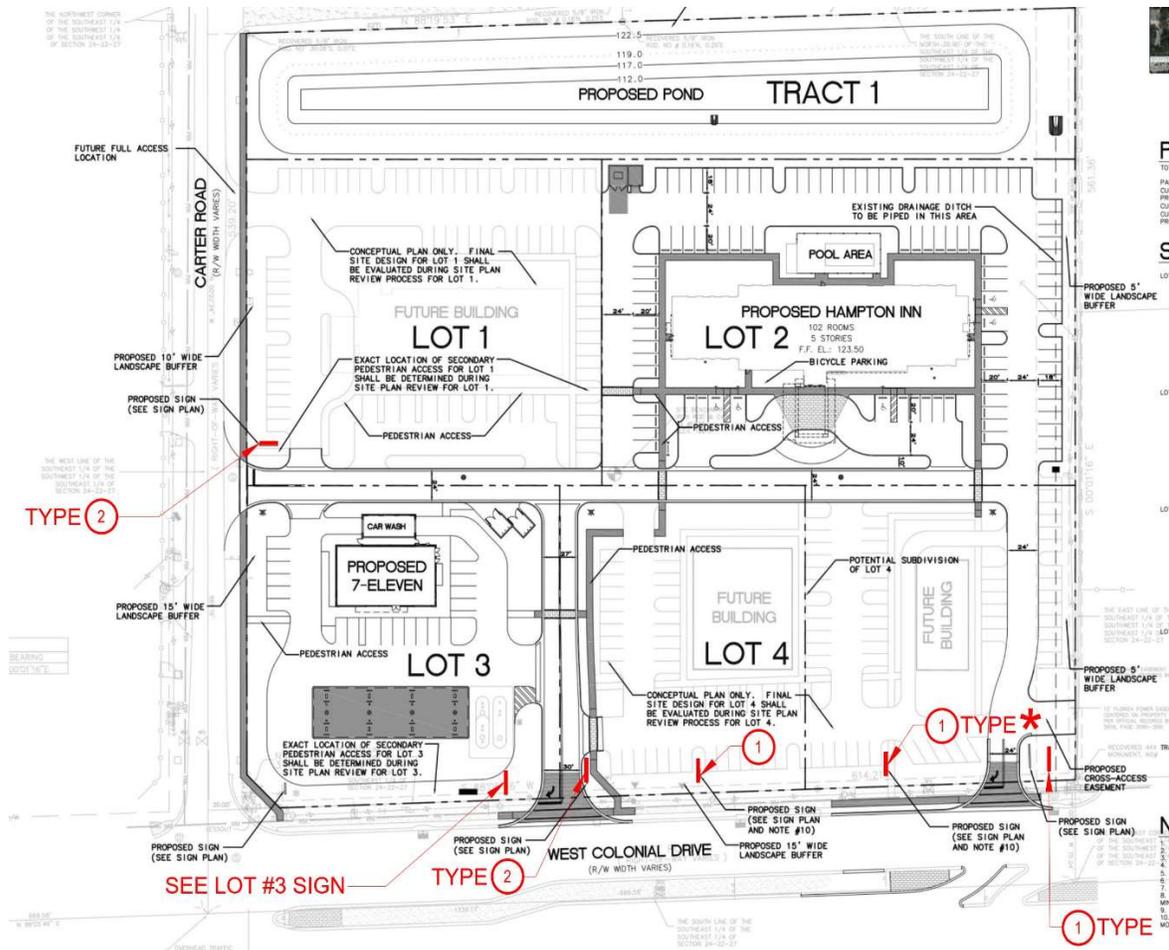
- A. Buildings shall be oriented in a manner that will promote and strengthen pedestrian activity. All buildings shall provide sidewalks, with all buildings oriented towards W. Colonial Drive, with pedestrian connectivity throughout the development.
- B. Parking areas shall not visually and physically dominate the road frontages. Parallel to the front face of the building, there shall be no more than two rows (one on either side of an access drive) of angled or 90 degree parking between the front building facade and the adjacent right of-way.
- C. Parking areas shall provide dedicated pedestrian pathways to primary and secondary building entrances. Pedestrians must also be provided dedicated pathways to adjacent properties.

IV. Utilities and Equipment

- A. All utility equipment must be properly screened with walls and/ or landscaping. All loading docks and loading areas must be screened from public view with appropriate screen walls, which are architecturally integrated with the main structure.

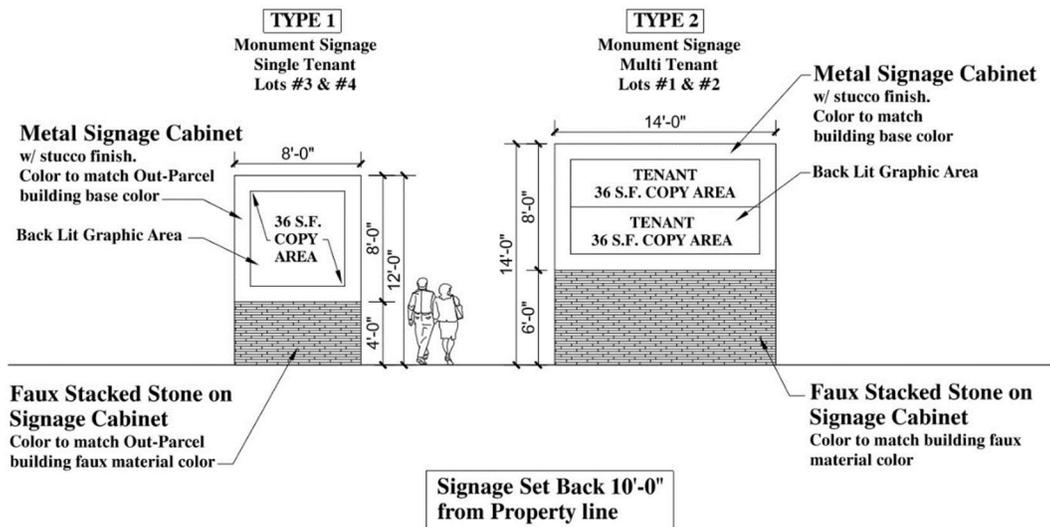
V. Lighting

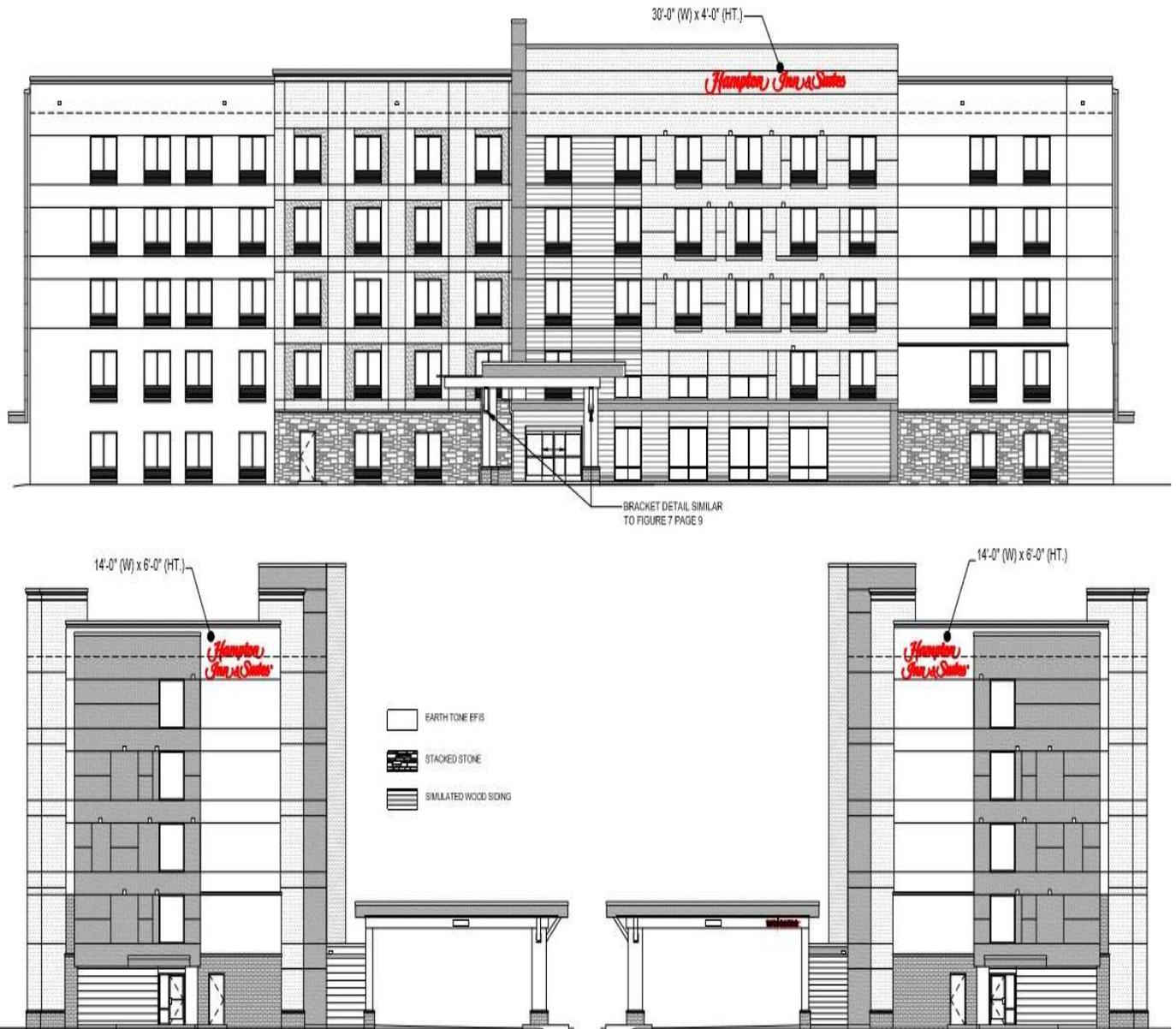
- A. Lighting shall be placed or shielded so as not to cause glare, and the placement, intensity, style and direction of lighting shall not create a hazard to vehicular traffic.
- B. Lighting will comply with the design standards, requirements, and regulations pertaining to specified commercial corridors within City of Winter Garden in accordance with Chapter 118, Article X, Division 4.
- C. Poles, globes, and other light fixtures that are of a high design quality are required and shall be consistent with the overall building architecture.



VI. Peoples Plaza Site Plan / Ground Sign Location

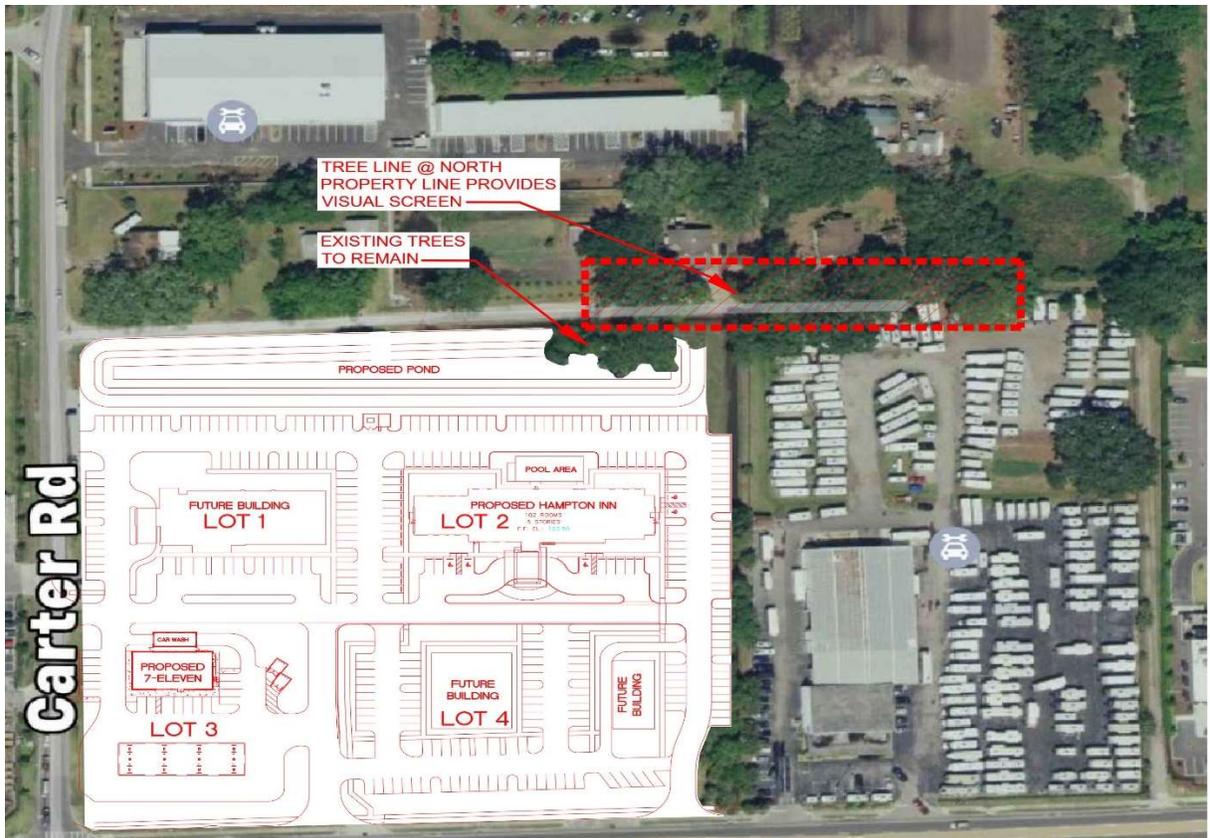
*Note: Only 1 Ground Sign is permitted on Lot #4 until Lot #4 is split creating Lots #4 & #5



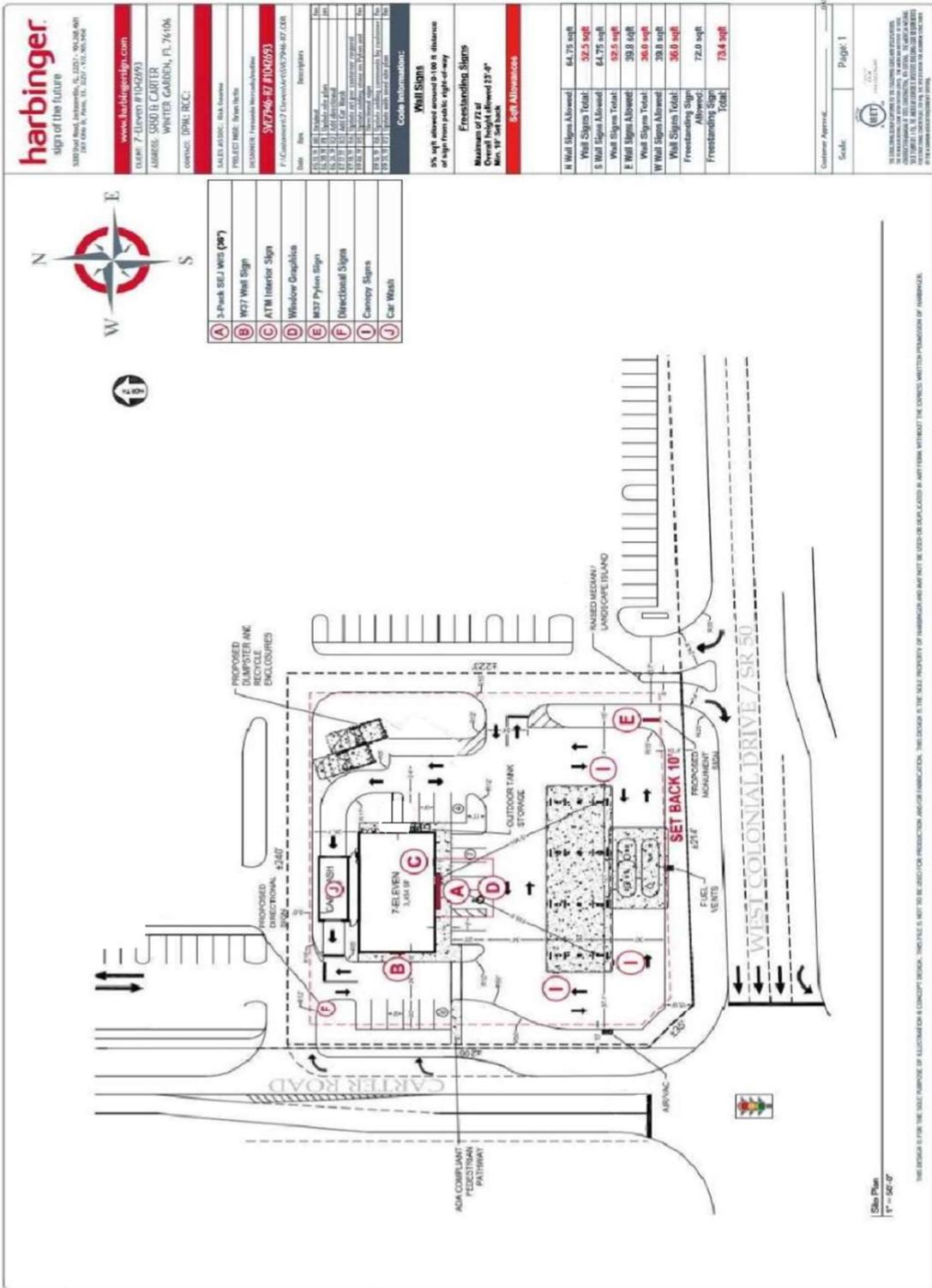


VII. Hampton Inn & Suites / Building Sign Lot #2

❖ Lot #1 Building Signs Same as Lot #2 if a Hotel is Built



❖ Hampton Inn Sign at East Elevation screen by exist. Tree at North boundary



VIII. Peoples Plaza / Building and Ground Signs Lot #3

70X43 BUILDING PROTOTYPE

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sign of the future

1300 Wood Road, Jacksonville, FL 32217, 904.368.4641
2000 10th Avenue, Jacksonville, FL 32209, 904.368.4641

www.harbingersign.com

CLIENT: 7-Eleven #1042693

ADDRESS: 5850 B. CARTER
WINTER GARDEN, FL 76106

CONTACT: DPM, RCC

SALES ASSOC.: Bill Starnes

PROJECT MGR.: Brian Hahn

DESIGNER: Fernando Hernandez/Willis

SVE#794684 #1042693

P: Customers/7-Eleven/4131512/7946-84_C208

Date	Rev.	Description
02/20/21	01	Original
02/23/21	02	Update sign area
03/01/21	03	Final design
03/01/21	04	Final design
03/01/21	05	Final design
03/01/21	06	Final design
03/01/21	07	Final design
03/01/21	08	Final design
03/01/21	09	Final design
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03/01/21	47	Final design
03/01/21	48	Final design
03/01/21	49	Final design
03/01/21	50	Final design

Code Information:

Wall Signs:

9% sqft allowed around 0-100 ft distance
or sign from public right-of-way

Soft Allowances

Wall Signs Allowed: 129.5 sqft

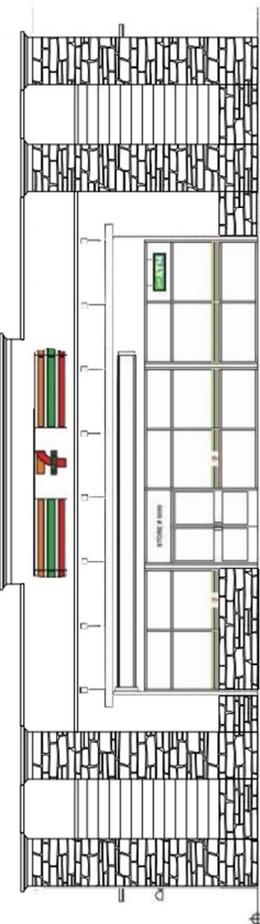
Wall Signs Total: 105.6 sqft

Proposed Total: 105.6 sqft

Code Information:

Allowed: 84.75 sqft

Proposed: 92.5 sqft

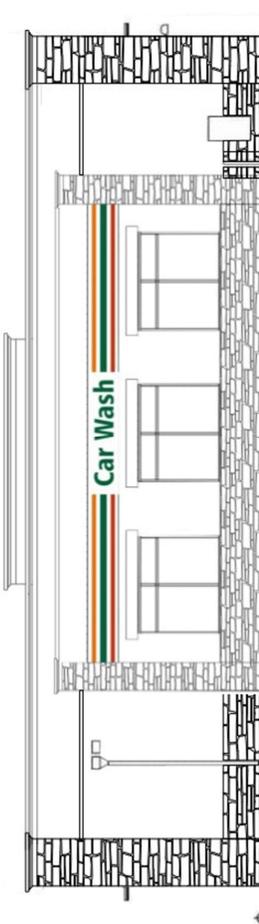


Proposed South Elevation - Signs A, C & D

Code Information:

Allowed: 84.75 sqft

Proposed: 92.5 sqft



Proposed North Elevation

-  SIMULATED WOOD SIDING
-  STACKED STONE
-  EARTH TONE EFTS

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Page: 2

MET

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70X43 - BUILDING PROTOTYPE

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1300 20th Road, Jacksonville, FL 32217, 904.456.4841
2000 Parkway, Jacksonville, FL 32217, 904.456.4841

www.harbingersign.com
OWNER: 7-Eleven #1042693
ADDRESS: SR30 B. CARTER
WINTER GARDEN, FL 76106
CONTACT: DPAL/ RCC:

5. SIGN & LIGHTING - With Exteriors
PROJECT NAME: Winter Garden
SECURITY Features: Infrared/Video
SYE: 7946-36 #1042693
F:\Customer\7 Eleven\ART\7946-36.CDR

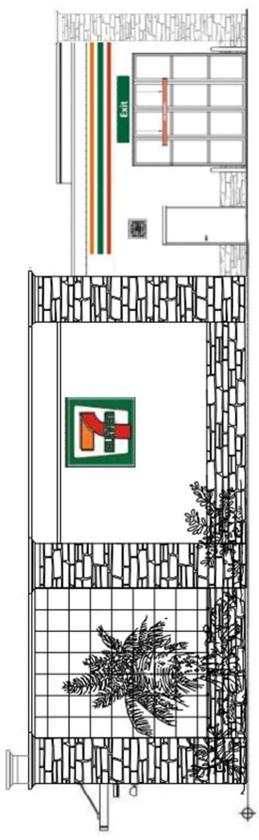
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05/24/13	002	Revised
05/24/13	003	Revised
07/15/13	004	Revised
07/15/13	005	Revised
07/15/13	006	Revised
07/15/13	007	Revised
07/15/13	008	Revised
07/15/13	009	Revised
07/15/13	010	Revised

Code Information:

Wall Signs:
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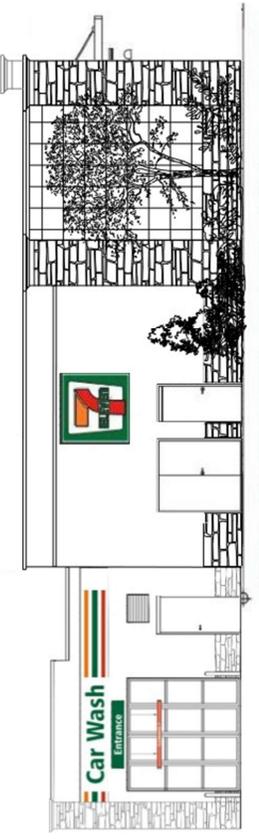
Sign Allowances
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Wall Signs Total: 72.0 sqft
Proposed Total: 72.0 sqft

Code Information:
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Proposed: 36.0 sqft



Proposed East Elevation - Sign B

Code Information:
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Proposed: 36.0 sqft

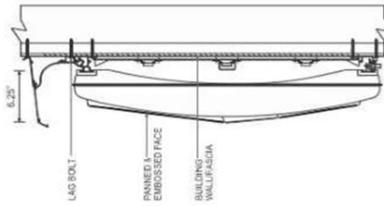


Proposed West Elevation - Sign B

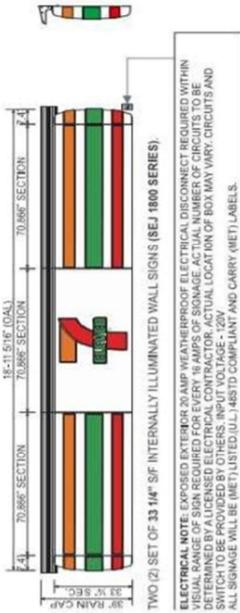
-  STACKED STONE
-  EARTH TONE FFIS

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Date	No.	Description
05/23/18	01	ORIGINAL
05/23/18	02	UPDATE SIGN JUM
05/23/18	03	1/2" CUT CIRCUMFERENTIAL
07/18/18	04	1/2" CUT CIRCUMFERENTIAL
07/18/18	05	1/2" CUT CIRCUMFERENTIAL

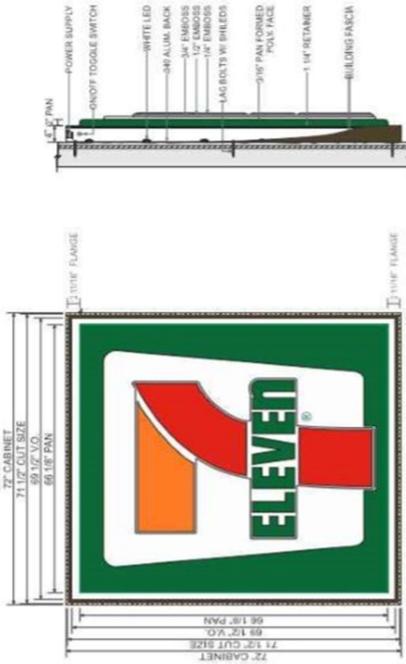


Side Mounting Detail - Sign A
NTS



Front Elevation - SE 1800 Series Wall Sign Sections - Sign A
Display Square Footage (Sections): 52.1

TWO (2) SET OF 33 1/4\"/>



Face & Side Detail - W77 Wall Sign Cabinet - Sign B
Display Square Footage(Cabinet): 36.0

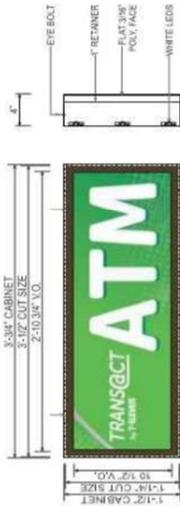
TWO (2) W77 INTERNALLY ILLUMINATED SF WALL SIGN CABINET.
3/16\"/>

VINYL SPECS: 3M 3635-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 G GREEN
PAINT SPECS: DURANODIC BRONZE

F. ELLEVEN LOGO DIMENSIONS:
CAN: 16 1/2\"/>

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Date	Rev.	Description
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06/26/14	01	Update size atm
07/17/14	01	add eye bolt
07/18/14	01	update air per customer request

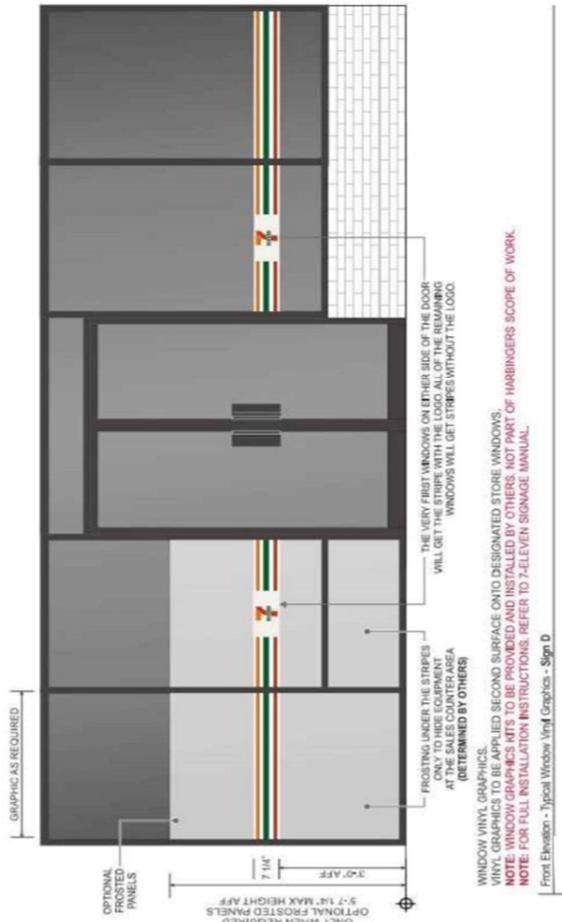


ONE (1) INTERIOR ATM INTERNALLY ILLUMINATED S/F WINDOW SIGN, 3/16\" THICK FLAT WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED IMAGE VINYL TO BE APPLIED FIRST SURFACE CABINET TO BE INTERNALLY ILLUMINATED W/ GE WHITE LEDS, 4 DEEP ALUM. CABINET & 1\" RETAINERS ALL PAINTED 313E DURANODIC BRONZE. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

VINYL SPECS: DIGITALLY PRINTED IMAGE VINYL
PAINT SPECS: 313E DURANODIC BRONZE

NOTE: ATM SIGN TO BE FABRICATED & INSTALLED BY OTHERS

Front Elevation & Sign Mounting Detail - ATM S/F Window Sign - Sign C
Display Square Footage (Cabinet) 3.2



WINDOW VINYL GRAPHICS.
VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.
NOTE: WINDOW GRAPHICS FITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF HARBINGERS SCOPE OF WORK.
NOTE: FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.

Front Elevation - Typical Window Vinyl Graphics - Sign D



1300 13th Road, Jacksonville, FL 32217-6043 (USA)
1201 Ohio St., P.O. Box 75, Leesport, PA 19551-0075

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CURTIS T. ELLIOTT
ADDRESS: 5850 S. CARTER
WINTER GARDEN, FL 32786

CONTACT: DPM: RCC

SALES ASSOC.: Erik Gustaf

PROJECT MGR.: Brian Hahn

DESIGNER: Emerald Meridith/Julia

FILE NUMBER: SVE796-RK #102693

FILE NUMBER: Elemen/SVE796-RK-COR

Date: Rev: Description:

05/03/18 01 Original

05/03/18 01 Update line item

05/23/18 01 2nd revision

07/05/18 01 3rd revision

07/05/18 01 4th revision

07/05/18 01 5th revision

07/05/18 01 6th revision

07/05/18 01 7th revision

07/05/18 01 8th revision

07/05/18 01 9th revision

07/05/18 01 10th revision

07/05/18 01 11th revision

07/05/18 01 12th revision

07/05/18 01 13th revision

07/05/18 01 14th revision

07/05/18 01 15th revision

07/05/18 01 16th revision

07/05/18 01 17th revision

07/05/18 01 18th revision

07/05/18 01 19th revision

07/05/18 01 20th revision

Customer Approval: _____ Date: _____

Page: 9



AMERICAN EXPRESS SIGNAGE

10000 W. BOULEVARD, SUITE 100, DALLAS, TX 75243

TEL: 972.346.7000 FAX: 972.346.7001

WWW.AET.COM

- DURANODIC BRONZE
- 3/16" WHITE ACRYLIC
- 3/32"-26 GREEN TRANS VINYL
- 3 MIL WHITE ACM



Display Square Footage: 11.2

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CUMM 7-Eleven #FD02893

ADDRESS: SR50 E CARTER
WINTER GARDEN, FL 76106

CONTACT: DPPM: RCCC

SALES ASSOC.: Rick Dugane

PROJECT MGR.: Brian Helm

DESIGNER: Francisco Hernandez/Inchico

5VE7946-84 #1942693

F:\Customer\7-Eleven\5VE7946-84-LED

Date: Rev: Description

00/03/18 01: Original

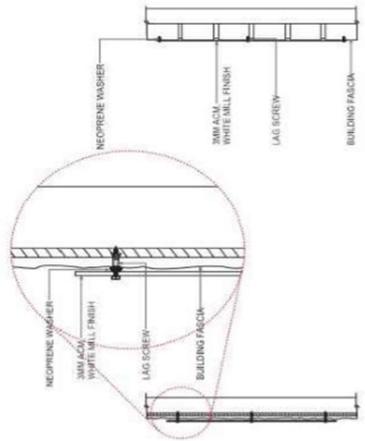
06/04/18 01: Update color spec

07/07/18 01: Add LAG Screws

07/23/18 01: Update art per customer request

3 MIL WHITE ACM
3600-28 GREEN TRANS VINYL

CAR WASH ACM



Display Square Footage: 7.0

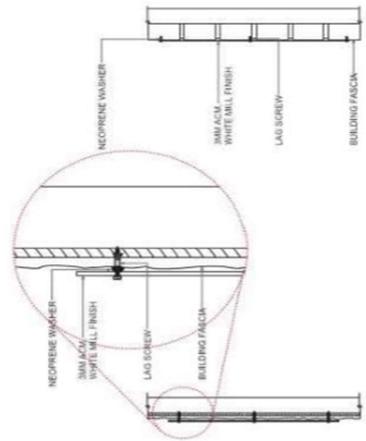


ONE (1) 3MM THICK ACM 'ENTRANCE' PANEL, WHITE ACM PANELS W/ REVERSE CUT GREEN OPAQUE VINYL APPLIED FIRST SURFACE. PANEL TO BE INSTALLED FLUSH ONTO BUILDING WALL.

VINYL COLOR SPECS: 3M 3600-28 GREEN

NOTE: MOUNTING METHOD TO CAR WASH BUILDING MAY CHANGE PER LOCATION

Front Elevation & Side Mounting Detail - Standard 1'-2'x6'-0" Entrance Panel - Sign J4



Display Square Footage: 7.0



ONE (1) 3MM THICK ACM 'EXIT' PANEL, WHITE ACM PANELS W/ REVERSE CUT GREEN OPAQUE VINYL APPLIED FIRST SURFACE. PANEL TO BE INSTALLED FLUSH ONTO BUILDING WALL.

VINYL COLOR SPECS: 3M 3600-28 GREEN

NOTE: MOUNTING METHOD TO CAR WASH BUILDING MAY CHANGE PER LOCATION

Front Elevation & Side Mounting Detail - Standard 1'-2'x6'-0" Exit Panel - Sign J4

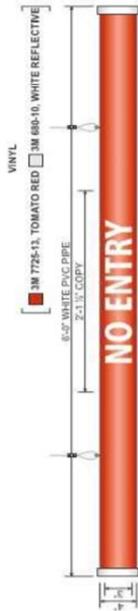
Customer Approval: _____ DATE

Page: 11





CAR WASH ACM



MANUFACTURE & SHIP ONE (1) STANDARD 4" DIAMETER NO ENTRY BAR.
4" DIAMETER WHITE PVC PIPE TO HAVE 3M 7725-13, TOMATO RED OPAQUE VINYL GRAPHICS APPLIED FIRST SURFACE.
WHITE PVC END CAPS TO BE ON BOTH SIDES OF PIPE. PROVIDE TWO (2) EYE BOLTS, SETS OF 4-2" CABLE W/
SETS OF HARDWARE (TOP & BOTTOM OF CABLE) FOR ATTACHMENT. EXISTING CLEARANCE BAR TO BE REPLACED WITH THE NEW ONE.

Front Elevation - Standard 4"x72" Clearance Bar - Sign J5

Display Square Footage: 2.0



MANUFACTURE & SHIP ONE (1) STANDARD 4" DIAMETER CLEARANCE BAR.
4" DIAMETER WHITE PVC PIPE TO HAVE 3M 7725-13, TOMATO RED OPAQUE VINYL GRAPHICS APPLIED FIRST SURFACE.
TWO (2) WHITE PVC END CAPS TO BE ON BOTH SIDES OF PIPE. PROVIDE TWO (2) EYE BOLTS, SETS OF 4-2" CABLE W/
SETS OF HARDWARE (TOP & BOTTOM OF CABLE) FOR ATTACHMENT. EXISTING CLEARANCE BAR TO BE REPLACED WITH THE NEW ONE.

Front Elevation - Standard 4"x72" Clearance Bar - Sign J5

Display Square Footage: 2.0



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

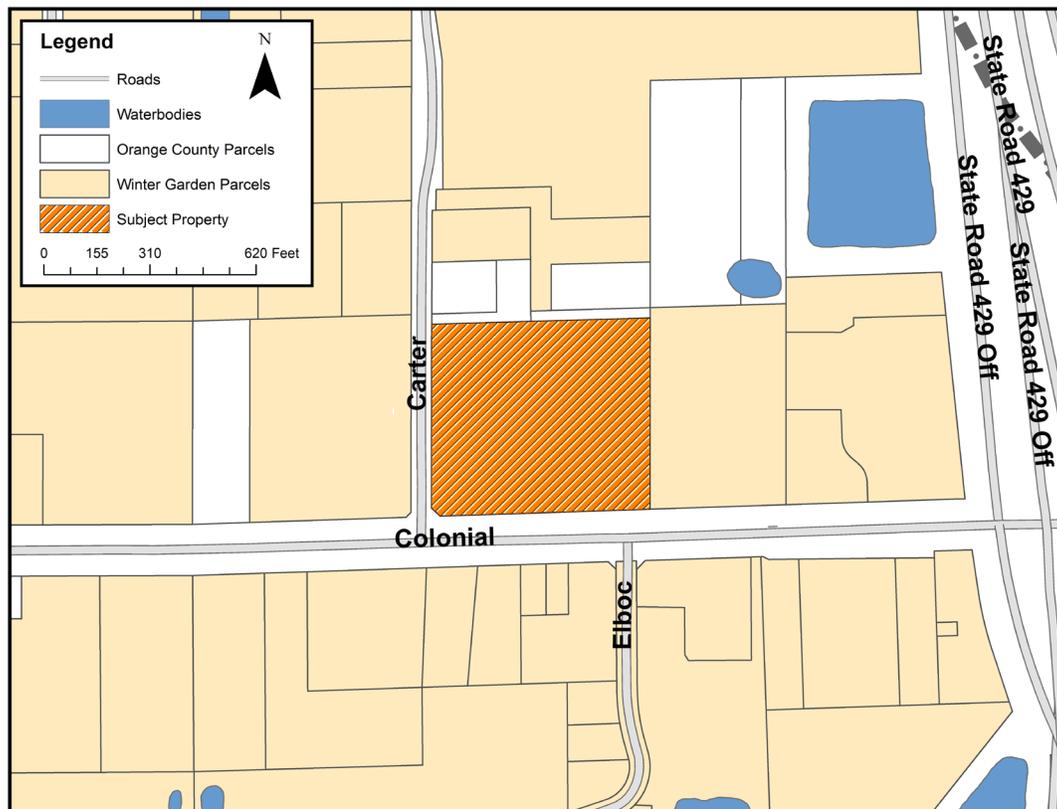
TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, URBAN DESIGNER
DATE: NOVEMBER 22, 2019
SUBJECT: PCD AMENDMENT
12301 W Colonial Dr. (8.25 +/- ACRES)
PARCEL ID # 24-22-27-0000-00-016

APPLICANT: Peoples Plaza, LLC // Dale Parsons

INTRODUCTION

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

The subject property is located at 12301 W Colonial Dr, located at the northeast corner of W Colonial Drive and Carter Road and is approximately 8.25 ± acres in size. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to amend the original PCD (Ord 00-78) by repealing and replacing the requirements with new regulations (Ord 20-04). The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PCD (Planned Commercial Development) in the City of Winter Garden. The subject property is designated COM Commercial on the Future Land Use Map of the Comprehensive Plan.

The subject property is located within the City of Winter Garden's West State Road 50 Commercial Corridor overlay area.

EXISTING USE

The subject property has been developed with a number of commercial buildings over the years. It currently features a series of single-story warehouse buildings on the north side of the site with a combined +/- 20,000 square feet of building area, which have housed a variety of uses including automobile service, fabrication, and logistics. Three small single-story commercial buildings with a combined area of +/- 2,800 square feet are located on the northwest portion of the site, which have housed such uses as auto sales and maid services. There is also a +/- 1,000 square foot commercial building on the east side of the site that serves as the sales office for a bus dealership, with the dealership's inventory currently parked around the sales office. Recently, a two-story commercial building previously located in the southwest portion of the subject property was demolished because it had fallen into a state of severe disrepair. This building previously housed such uses as a sign company, pet grooming, and a Mexican restaurant. The former building site is currently vacant.

ADJACENT LAND USE AND ZONING

There are two properties located to the north of the subject property: one is a right-of-way parcel owned and maintained by Orange County, zoned C-3, and located in Unincorporated Orange County. The other property to the north contains a single-family residence, is zoned I-2, and is located within the City of Winter Garden's municipal limits. The property to the east of the subject property was most recently used as an RV dealership, but is currently pursuing redevelopment as a Church. This property is zoned C-2 and is located in the City. The property to the west contains the Main Street Mower shop as well as the Winter Garden Feed Store, is zoned C-2, and is located in the City. The property to the south is developed with a 3-story professional office building, is zoned C-2, and is located in the City.

PROPOSED USE

The applicant is requesting to amend the property's existing PCD zoning to permit the total redevelopment of the parcel. The original PCD (Ord 00-78), envisioned a series of sprawling mixed-use 5-story buildings that included multi-story parking garages. The proposed project is a less intense commercial development, more in-line with existing development along W State Road 50. The proposed project includes a gas station (7-11) with associated convenience store and car wash on the corner of W State Road 50 and Carter Road. Two hotels are proposed on the north side of the site. The first is proposed to be a five-story Hampton Inn, with 102 guest rooms, pool, drop-off porte-cochere, and other associated site development. The second is a yet-to-be determined hotel, with a maximum of five floors and 110 guest rooms. The uses on the southeast portion of the site have yet to be determined, but those that have been conceptually shown in the PCD plans include one drive-thru restaurant and a second commercial building that could house retail, a sit-down restaurant, professional or medical offices, or another commercial use. The development also includes a stormwater pond on the northern site boundary that provides a buffer for the few residential properties beyond.

PUBLIC FACILITY ANALYSIS

The applicant submitted a traffic impact analysis for the proposed development that was reviewed and accepted by the City; the study concluded that the adjacent roadways and intersections will continue to maintain a satisfactory level of service after development. The property will be served by two access driveways on W Colonial drive: one that is right in / right out access and the other with a right out / full access in via an existing median cut on W Colonial Dr. The property will also have two full access driveways on Carter Road. As a condition of approval for the proposed development, Carter Road is required to be improved to include southbound left and right turn lanes, curbing, drainage, etc. The cost of these improvements will be paid for in part by the developer.

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

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

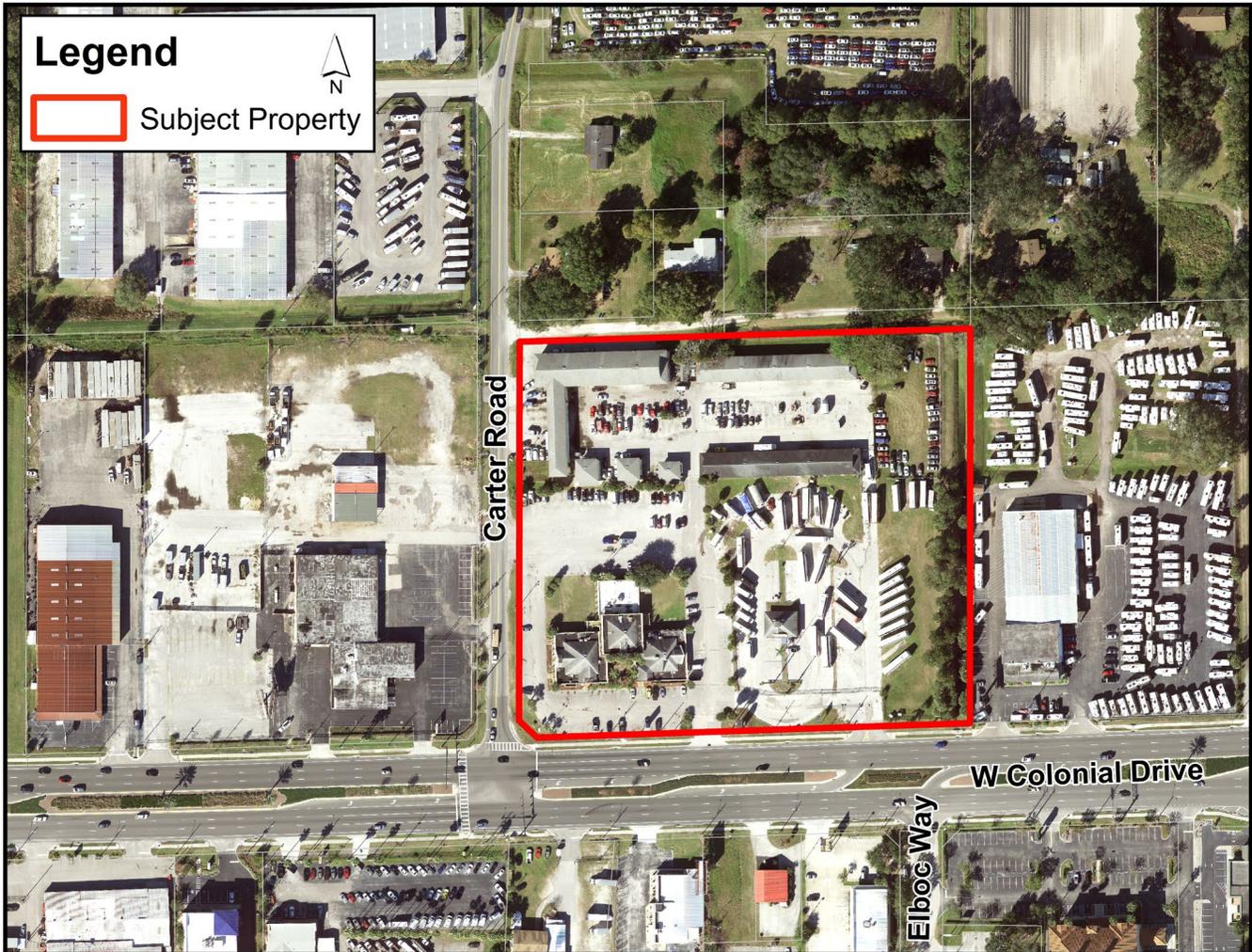
All concurrency requirements identified by the City of Winter Garden Code of Ordinances and Comprehensive Plan will be met by the proposed development.

SUMMARY

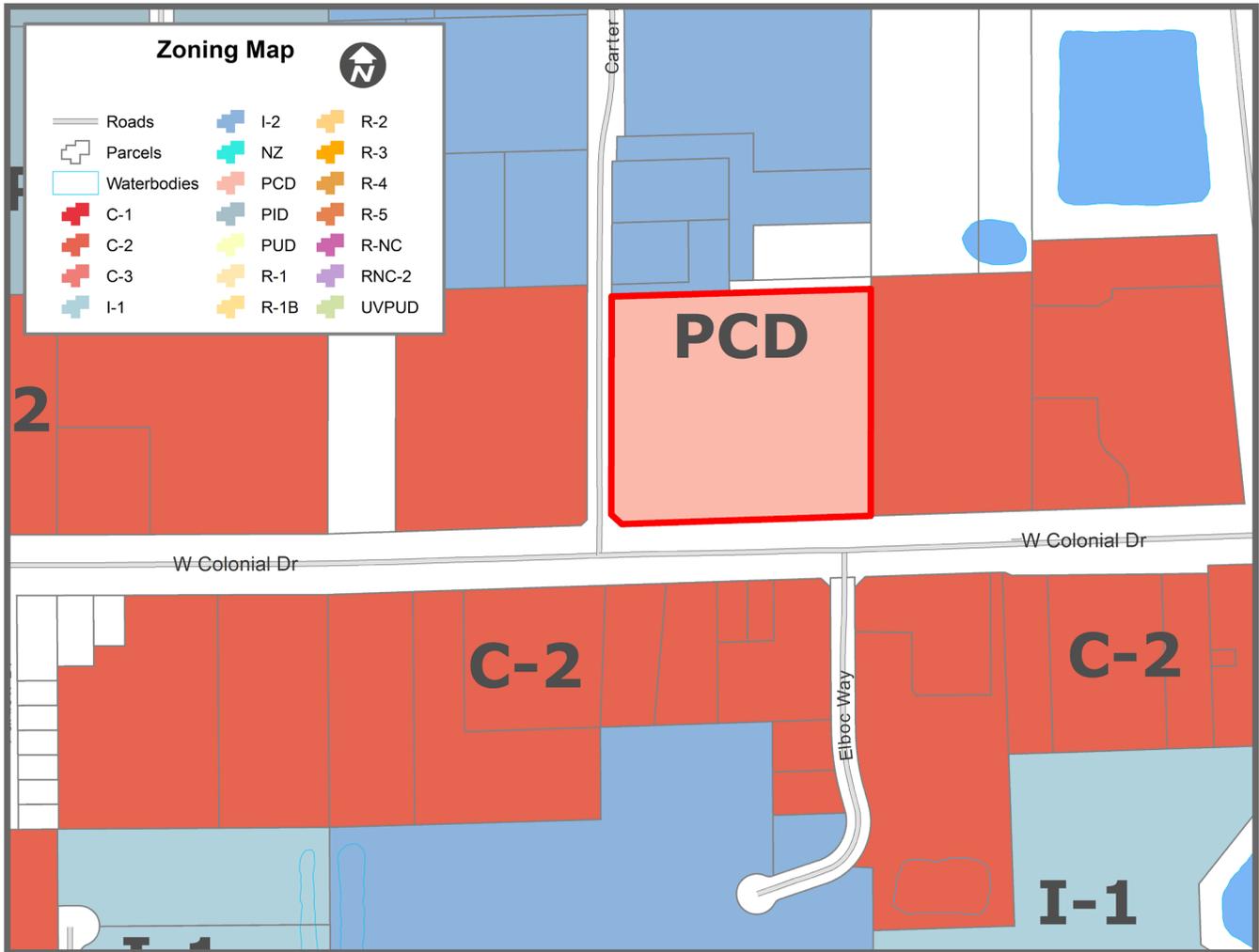
The proposed development is a reasonable use of the land. The proposed development is consistent with the variety of commercial uses that can be found along W State Road 50, including retail, restaurant, drive-thru restaurant, and gas service. The requirements outlined in the Peoples Plaza Design Standards are consistent with the West State Road 50 design guidelines and architectural requirements. Furthermore, the Peoples Plaza Design Standards are intended to ensure the development of the property will be of a high quality, and the uses and design of the separate parcels will be harmonious and mutually beneficial. The project is not anticipated to generate a significant increase in traffic volume beyond that which is currently generated by other developments in the area. Furthermore, the development will feature hotel uses, which have been identified by Winter Garden residents and visitors as a need in the area.

The proposed PCD amendment is consistent with the City's Comprehensive Plan and the City of Winter Garden's Code of Ordinances. Staff recommends approval of the proposed Ordinance to amend the property's PCD zoning by repealing it and replacing it with the conditions and regulations outlined in Ordinance 20-04.

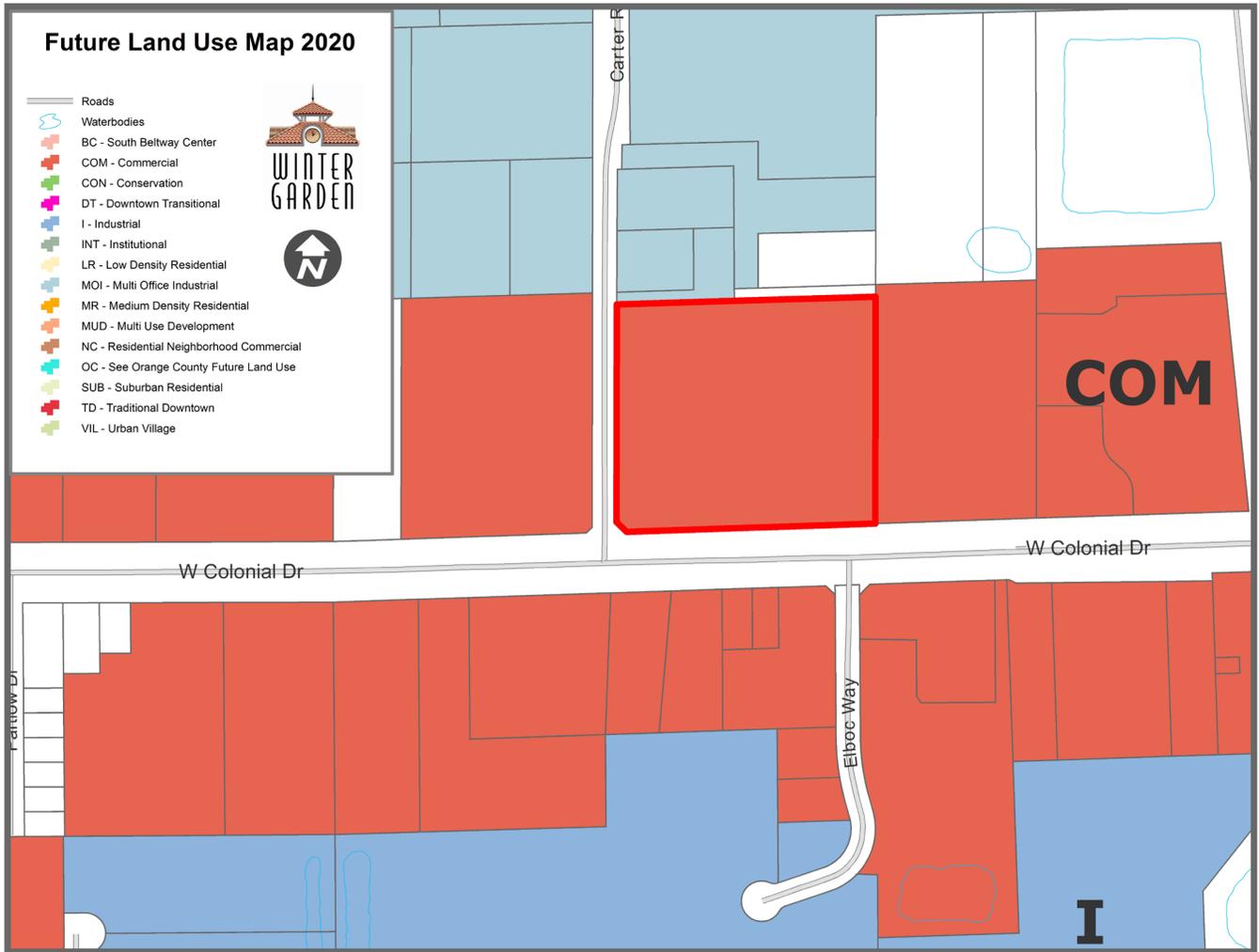
AERIAL PHOTO
12301 W Colonial Dr.



ZONING MAP
12301 W Colonial Dr.



FUTURE LAND USE MAP
12301 W Colonial Dr.



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: January 2, 2020 **Meeting Date:** February 13, 2020

Subject: 541 Winter Garden Vineland Road
Sonata West MOB II/NHCC PCD Rezoning & FLU Amendment
Ordinances 20-07 & 20-08
PARCEL ID # 35-22-27-0000-00-042

Issue: At 541 Winter Garden Vineland Road, the applicant is requesting to amend the property's Future Land Use Designation to Commercial and rezone the property to PCD (Planned Commercial Development).

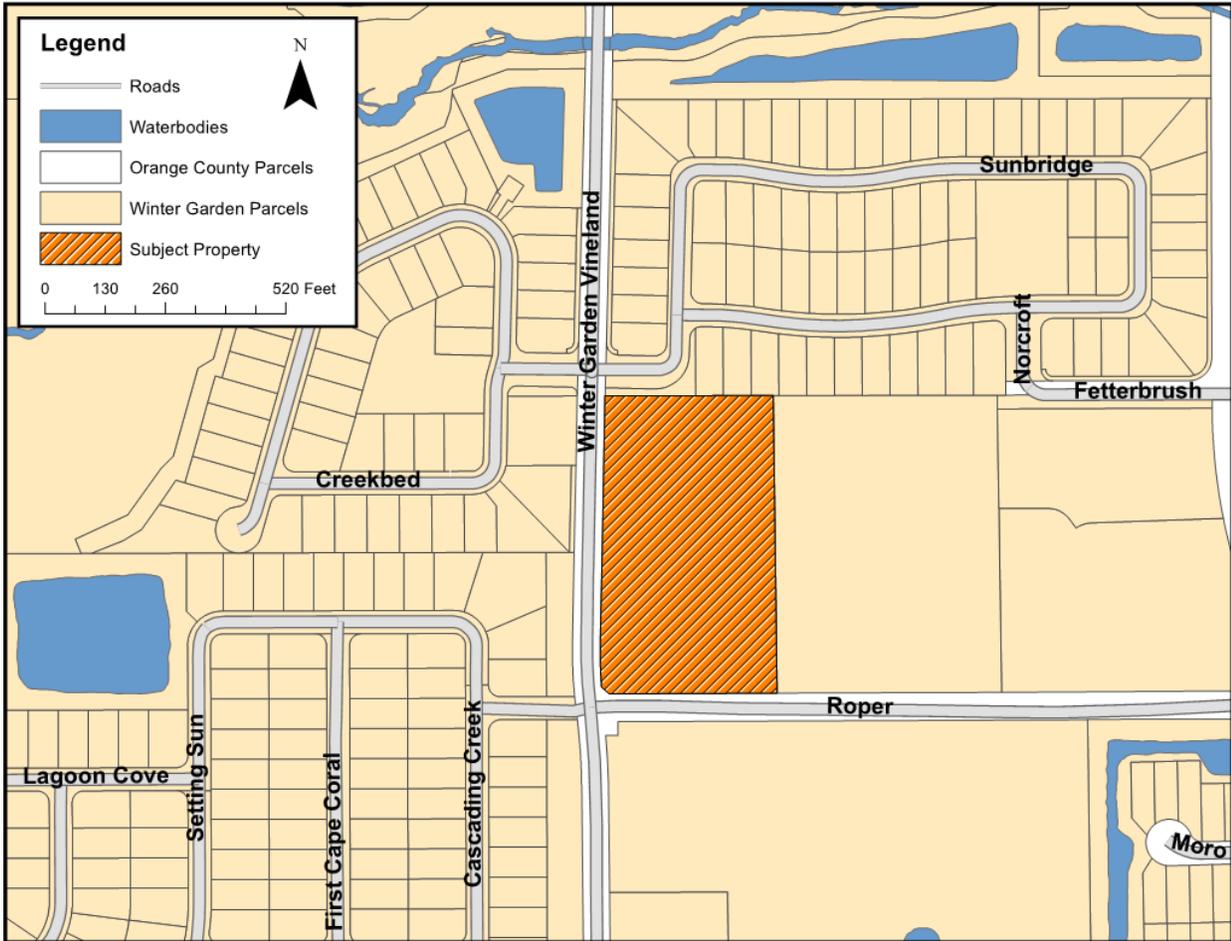
Discussion: The applicant is requesting to amend the City's Comprehensive Plan to give the 5.51 ± acre property a FLU designation of Commercial and rezone to PCD. The project includes two medical office buildings totaling 45,000 square feet and a 10,477 square foot church. Additional improvements include parking, landscaping, and stormwater ponds (See Staff Report). The proposed FLU amendment and PCD rezoning is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

Recommended Action: Staff recommends approval of Ordinances 20-07 and 20-08.

Attachment(s)/References:
Location Map
Staff Report
Ordinance 20-07 and 20-08

LOCATION MAP

FLU & PCD Rezoning
541 Winter Garden Vineland Road



ORDINANCE 20-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE AND NORTH OF ROPER ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 5.51 ± acres located at 541 Winter Garden Vineland Road, west of Daniels Road, east of Winter Garden Vineland Road, south of Sunbridge Circle, and north of Roper Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Low Density Residential (LR) to Commercial (COM); and

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

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

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

SECTION II. *Effective Date.* This Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the

adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2019

SECOND READING AND PUBLIC HEARING: _____, 2020

ADOPTED this _____ day of _____, 2020, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

ATTACHMENT "A"
LEGAL DESCRIPTION

PARCEL ID#: 35-22-27-0000-00-042

DESCRIPTION:

PARCEL 1:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East. Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East: thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road: thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet: thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

The East 225.00 feet of the following described parcel of land as described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida.

Less and Except that portion conveyed to the City of Winter Garden, a Florida municipality, by virtue of Special Warranty Deed recorded in Official Records Book 8102, Page 1781, Public Records of Orange County, Florida.

Also Less and Except:

The East 259.50 feet of the following described parcel of land:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road

535, all in Section 35, Township 22 South, Range 27 East. Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East: thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road: thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet: thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

Also Less and Except:

A parcel of land being a portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 783.21 feet to a point on the East line of a parcel of land described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida and POINT OF BEGINNING; thence South 00°48'20" East, along said East line, a distance of 642.78 feet to the North right of way line of Roper Road according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida; thence South 89°47'18" West, along said right of way line, a distance of 225.01 feet to a point on the West line of the East 225.00 feet of said parcel of land described in Corrective Quit Claim Deed; thence North 00°48'20" West, along said West line, a distance of 643.04 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 225.01 feet to the POINT OF BEGINNING.

PARCEL 2:

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, lying East of the East right-of-way line of State Road 535.

Surveyor's comment:

The two "Also Less and Except" parcels described above under Parcel 1 is now one and the same as Lot 3 of SERENADES BY SONATA, according to the plat thereof as recorded in Plat Book 93, Page 52, Public Records of Orange County, Florida.

Containing 5.51 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

541 Winter Garden Vineland Road



ORDINANCE 20-08

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE, AND NORTH OF ROPER ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE SONATA WEST MOB II / NHCC PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner(s) of that certain real property generally described as approximately 5.51 ± acres located at 541 Winter Garden Vineland Road, west of Daniels Road, east of Winter Garden Vineland Road, south of Sunbridge Circle, and north of Roper Road in Winter Garden, Florida, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), desire to rezone their property from R-1 (Residential District) to PCD (Planned Commercial Development), and

WHEREAS, the Planning and Zoning Board has considered this Ordinance and made a recommendation to the City Commission concerning its adoption; and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, and the City of Winter Garden Code of Ordinances, and

WHEREAS, the City Commission finds based on competent substantial evidence in the record that the rezoning approved by this Ordinance meets all applicable criteria for rezoning under the Comprehensive Plan and the Code of Ordinances, therefore;

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

SECTION 1: Rezoning. The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on Exhibit “A,” is hereby rezoned from (R-1) Residential District to (PCD) Planned Commercial Development in the City of Winter Garden, Florida subject to the following conditions provisions and restrictions:

1. **Applicability/Conflict.** All development of or within the Property shall

comply with and is subject to the requirements set forth in this Ordinance. Unless specifically identified in this Ordinance, all development on the Property identified in Exhibit "A" must comply with the general development standards of the C-3 (Professional Office District) zoning district. Notwithstanding anything to the contrary herein, all development of or within the Property shall comply with and is subject to all requirements in the City Code, and ordinances, resolutions, and policies of the City. To the extent of any express conflicts between the express provisions of this Ordinance pertaining to permitted uses, special exception uses, prohibited uses, architectural design criteria, and other development criteria and the City Code and ordinances, resolutions, and policies of the City, the requirements set forth herein shall control to the extent of the conflict.

2. **Intent.** This Ordinance is intended to provide flexibility in the development of the Property in order to provide for proper growth and to guide development and construction in an integrated approach in order to promote a dynamic commercial center for commerce and social activity while also providing an aesthetically pleasing and pedestrian oriented development. Due to constraints in traffic at the proposed location, permitted and special exception uses will be established to maintain a safe, well developed project that enhances and supports the City and its citizens without causing distress on the local businesses and roads.
3. **Development Plans.** The Property shall be developed in substantial conformance with the Preliminary Development Plans attached hereto as Exhibit "B". Should any conflict exist between this Ordinance and the Preliminary Development Plans attached hereto as Exhibit "B", then the standards and conditions established by this Ordinance shall control to the extent of the conflict.
4. **Permitted Uses-** The permitted uses allowed on the Property are as follows:
 1. Professional and business offices.
 2. Nursing homes.
 3. Studios.
 4. Public uses.
 5. Churches.
5. **Special Exception Uses-** The special exception uses for this Property are as follows:
 1. Laboratories and clinics.
 2. Other uses that the Planning and Zoning Board determines are of the type and intensity of activity similar to and compatible with the

permitted uses.

- 6. Prohibited Uses-** Any use not specifically set forth in this Ordinance as a Permitted or Special Exception Use is prohibited. Without limiting the foregoing, the following are expressly prohibited:
1. Residential uses.
 2. Manufacturing and warehousing activities, freight or cargo transportation terminals, truck parking facilities, and other activities of similar nature.
 3. Industrial activities.
 4. Gasoline stations.
 5. All uses prohibited by Sec. 118-858(5), City of Winter Garden Code of Ordinances.

SECTION 2: *Staff Conditions.*

1. This development is required to pay its proportionate fair share of the cost of the traffic light and supporting infrastructure that will be installed at the corner of Roper Road and Winter Garden Vineland Road. The appropriate amount for the fair share payment will be determined through the studies submitted with the proposed Site Plan for the Property. The fair share payment shall be paid to the City prior to permits being issued for the project. The City may require the Owner's and Developer's execution of a fair share agreement concerning such matters.
2. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all water and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits.
3. An engineered site plan meeting all City Code requirements shall be submitted for review and approval by City Staff and City Commission prior to commencement of any construction. Plans for the MOB and Church will require separate submittals unless they are to be reviewed and constructed at the same time.
4. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inside of bollards), and access by solid waste vehicles. Coordinate additional requirements with Public Services Department, Solid Waste Division.
5. All irrigation on the site shall be designed to be supplied by reclaimed water as shown.
6. This site was previously within a landlocked drainage basin although development of the previous phases of Sonata has provided a

positive outfall thru the Bradford Creek development. Final stormwater calculations shall show that no adverse impacts shall occur on-site or downstream of this development. Depending upon the stormwater design, maintenance agreements with the previous Sonata developments may be required for shared maintenance of facilities.

7. Requirements for turn lanes, etc. on Winter Garden/Vineland Road will be reviewed at the final construction plan phase, since the traffic study has not been finalized.
8. Autoturn exhibits have been provided and provisions for drop curb incorporated on the plans. This will be reviewed at the final construction plan phase and it is noted that this will be a private lift station that the City will not maintain.
9. Permits or modification from SJRWMD (stormwater) and FDEP (water, wastewater and NPDES) are required prior to issuance of site or building permits.
10. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
11. All work shall conform to City of Winter Garden standards and specifications.
12. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
13. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
14. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others, including by way of any development order or permit issued. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City shall not be responsible and any corrective measures required will be the responsibility of the Owner/Developer. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the

City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

15. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.

SECTION 3: General Requirements.

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

SECTION 4: Zoning Map. The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

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

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

FIRST READING AND PUBLIC HEARING: _____, 2019

SECOND READING AND PUBLIC HEARING: _____, 2020

ADOPTED this _____ day of _____, 2020, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

Exhibit "A"

Parcel ID: 35-22-27-0000-00-042

Legal Description:

PARCEL 1:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East. Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East: thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road: thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet: thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

The East 225.00 feet of the following described parcel of land as described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida.

Less and Except that portion conveyed to the City of Winter Garden, a Florida municipality, by virtue of Special Warranty Deed recorded in Official Records Book 8102, Page 1781, Public Records of Orange County, Florida.

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Also Less and Except:

A parcel of land being a portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 783.21 feet to a point on the East line of a parcel of land described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida and POINT OF BEGINNING; thence South 00°48'20" East, along said East line, a distance of 642.78 feet to the North right of way line of Roper Road according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida; thence South 89°47'18" West, along said right of way line, a distance of 225.01 feet to a point on the West line of the East 225.00 feet of said parcel of land described in Corrective Quit Claim Deed; thence North 00°48'20" West, along said West line, a distance of 643.04 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 225.01 feet to the POINT OF BEGINNING.

PARCEL 2:

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, lying East of the East right-of-way line of State Road 535.

Surveyor's comment:

The two "Also Less and Except" parcels described above under Parcel 1 is now one and the same as Lot 3 of SERENADES BY SONATA, according to the plat thereof as recorded in Plat Book 93, Page 52, Public Records of Orange County, Florida.

Containing 5.51 acres, more or less.

Exhibit "B"

COVER PAGE

SONATA WEST MOB II/NHCC PRELIMINARY DEVELOPMENT PLANS

(8 PAGES - ATTACHED)

SONATA WEST MOB II / NHCC PCD WINTER GARDEN, FLORIDA

APRIL 2019

SHEET INDEX:

C000	COVER SHEET
C001	DEVELOPMENT SITE & UTILITY PLAN
L-1	MASTER LANDSCAPE PLAN
L-2	LANDSCAPE NOTES & DETAILS
A4.1	EXTERIOR ELEVATIONS
AS1	DUMPSTER ENCLOSURE DETAILS
A2	CHURCH WEST & SOUTH ELEVATIONS
A3	CHURCH EAST & NORTH ELEVATIONS

PROPERTY DESCRIPTION:

PARCEL 1:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East; thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road; thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet; thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

The East 225.00 feet of the following described parcel of land as described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida.

Less and Except that portion conveyed to the City of Winter Garden, a Florida municipality, by virtue of Special Warranty Deed recorded in Official Records Book 8102, Page 1781, Public Records of Orange County, Florida.

Also Less and Except:

The East 259.50 feet of the following described parcel of land:

A portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 less road right-of-ways and the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 lying East of county Road 535, all in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East; thence run South 89°56'13" West, along the North line of said Northwest 1/4 for a distance of 523.70 feet to the Point of Beginning; thence run South 00°42'50" East, along a line lying 523.67 feet West of and parallel to the East line of said Northwest 1/4 for a distance of 642.42 feet to a point on the North right-of-way line of Daniels Road; thence run South 89°51'50" West, along said North right-of-way line for a distance of 861.48 feet to a point on the East right-of-way line of Winter Garden Vineland Road, (County Road 535) said point also being a point on a curve concave Easterly, having a radius of 963.30 feet, a central angle of 06°24'39", a chord bearing of North 02°11'12" West and a chord length of 107.76 feet; thence along the arc of said curve an arc length of 107.82 feet to the point of tangency; thence run North 0°01'07" East, for a distance of 199.09 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 35; thence run North 89°54'02" East, along said North line for a distance of 29.25 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 00°34'34" West, along said West line for a distance of 336.73 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence run North 89°56'13" East along aforementioned North line of the Northwest 1/4 for a distance of 828.18 feet to the Point of Beginning.

Also Less and Except:

A parcel of land being a portion of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida; thence South 89°52'01" West, along the North line of said Northwest 1/4, a distance of 783.21 feet to a point on the East line of a parcel of land described in that certain Corrective Quit Claim Deed recorded in Official Records Book 9954, Page 4460, Public Records of Orange County, Florida and POINT OF BEGINNING; thence South 00°48'20" East, along said East line, a distance of 642.78 feet to the North right of way line of Roper Road according to that certain Warranty Deed recorded in Official Records Book 6852, Page 4525, Public Records of Orange County, Florida; thence South 89°47'18" West, along said right of way line, a distance of 225.01 feet to a point on the West line of the East 225.00 feet of said parcel of land described in Corrective Quit Claim Deed; thence North 00°48'20" West, along said West line, a distance of 643.04 feet to the North line of the Northwest 1/4 of said Section 35; thence North 89°52'01" East, along said North line, a distance of 225.01 feet to the POINT OF BEGINNING.

PARCEL 2:

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 22 South, Range 27 East, Orange County, Florida, lying East of the East right-of-way line of State Road 535.

Surveyor's comment:

The two "Also Less and Except" parcels described above under Parcel 1 is now one and the same as Lot 3 of SERENADES BY SONATA, according to the plat thereof as recorded in Plat Book 93, Page 52, Public Records of Orange County, Florida.

ALLOWABLE USES:

PRIMARY RESIDENTIAL USES: ASSISTED LIVING FACILITY,
INDEPENDENT LIVING FACILITY, MEMORY CARE/NURSING HOME

NON-RESIDENTIAL USES: MEDICAL OFFICE, PROFESSIONAL OFFICE, CHURCH, HOSPICE

FLOOD ZONE:

SUBJECT PROPERTY LIES WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAP, COMMUNITY-PANEL NUMBER 12095C0215F, DATED SEPTEMBER 25, 2009.

PARCEL No.: 35-22-27-0000-00-042

DRAINAGE STATEMENT:

- ON-SITE STORMWATER MANAGEMENT FACILITIES WILL BE PROVIDED TO MEET ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND CITY OF WINTER GARDEN REQUIREMENTS.
- STORMWATER MANAGEMENT SYSTEM WILL COMPLY WITH SJRWMD LAKE APOPKA BASIN CRITERIA. WEKIVA RECHARGE PROTECTION BASIN RECHARGE STANDARD DOES NOT APPLY AS ON-SITE SOILS ARE NOT NRCS TYPE "A" SOILS PER THE SCS SOILS MAP.

ZONING INFORMATION:

SITE: R-1
FRONT/WEST: WINTER GARDEN VINELAND RD./R-1
SIDE/NORTH: R-1
SIDE/SOUTH: ROPER ROAD/R-1, PUD
REAR/EAST: PUD

CONTACT INFORMATION:

OWNER:
NEW HORIZON CHRISTIAN CHURCH
FRANK FOREMAN - VP/ PASTOR
P.O. BOX 785079
WINTER GARDEN, FL 34778
PHONE: 407-645-5050
E-MAIL: FRANK@NHCCHOME.ORG

DEVELOPER:
SONATA HEALTH CARE
STEPHEN CARUSO
301 E. PINE STREET, SUITE 730
ORLANDO, FL 32801
TEL: 407.286.6490
FAX: 407.412.6155
E-MAIL: SCARUSO@SONATAHC.COM

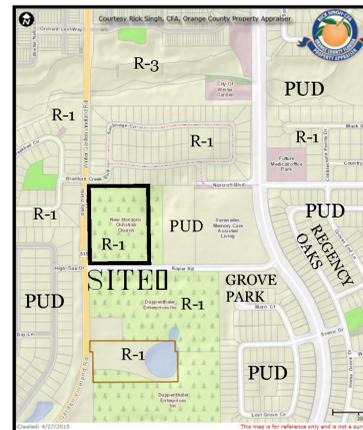
SURVEYOR:
BENCHMARK SURVEYING & MAPPING, INC.
BILLY JOE JENKINS, JR. PSM
3110 RED FOX RUN
KISSIMMEE, FL 34746
TEL: 407.654.6183
FAX: 407.654.6184
E-MAIL: BENCHMARKSURVEYINGANDMAPPING.COM

ENGINEER:
KLIMA WEEKS CIVIL ENGINEERING, INC.
SELBY G. WEEKS, PE, LEED AP
385 DOUGLAS AVE., STE. 2100
ALTAMONTE SPRINGS, FLORIDA 32714
TEL: 407.478.8750
FAX: 407.478.8749
E-MAIL: SWEEEKS@KLIMAWEEKS.COM

ARCHITECT (MEDICAL OFFICE BUILDING):
MCCREE ARCHITECTS & ENGINEERS, INC.
TOM GRIFFIN
500 E. PRINCETON ST.
ORLANDO, FL 32803
TEL: 407.898.4821
E-MAIL: TOM.GRIFFIN@MCCREE.COM

ARCHITECT (NEW HORIZONS CHURCH):
MATTHEWS HANNA CONSTRUCTION
DESIGN BUILD GENERAL CONTRACTOR
304 RICHEY ROAD, SUITE 101
LEESBURG, FL 34748
TEL: 352.326.0333

LANDSCAPE ARCHITECT:
SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE, LLC
KATY BOJACK
P.O. BOX 948383
MAITLAND, FL 32794-8383
TEL: 407.376.1423
E-MAIL: KATY@SCHWEIZERBOJACK.COM



VICINITY & EXISTING ZONING MAP

(NORTHEAST CORNER OF THE INTERSECTION OF WINTER GARDEN VINELAND ROAD & ROPER ROAD, WINTER GARDEN, FLORIDA 34787)

SONATA WEST MOB II / NHCC PCD
WINTER GARDEN, FLORIDA
COVER SHEET

revision	description	date
△	CITY COMMENTS	07/25/18
△	BUILDING REVS	04/11/19
△		
△		
△		
△		
△		

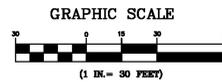
drawn by: RVZ
checked by: SGW
date: 06/01/2018
plot scale: AS SHOWN
project number: 18SONA006
file name: *

C000

SONATA WEST MOB II / NHCC PCD
WINTER GARDEN, FLORIDA
DEVELOPMENT SITE & UTILITY PLAN

revision	description	date
△	CITY COMMENTS	07/25/18
△	BUILDING REVS	04/11/19
△		
△		
△		
△		
△		

drawn by: RVZ
checked by: SGW
date: 06/01/2018
plot scale: AS SHOWN
project number: 18SSONAc06
file name:



SITE DATA:

EXTERNAL SITE LIGHTING:
SITE LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF WINTER GARDEN CODE, SECTION 118: 1536-1538

UTILITY STATEMENT:
THE UTILITY DESIGN SHOWN HEREON IS PRELIMINARY FOR ILLUSTRATIVE PURPOSES AND IS SUBJECT TO CHANGE DURING FINAL DESIGN.

MEDICAL OFFICE LOT:

BUILDING INFORMATION:
45,000 SF. MEDICAL OFFICE
MAXIMUM BUILDING HEIGHT - 39 FT. (TWO STORY)

MINIMUM PARKING REQUIREMENTS:
BASIS: MEDICAL OFFICE - 3 SPACES PER 1,000 SF. GFA
REQUIRED: 3 SPACES X 45,000 / 1,000 = 135 SPACES
*PROVIDED: 131 STANDARD + 6 ACCESSIBLE = 137 SPACES

ESTIMATED SCHEDULE:
START CONSTRUCTION - OCTOBER 2019
COMPLETE CONSTRUCTION - OCTOBER 2020

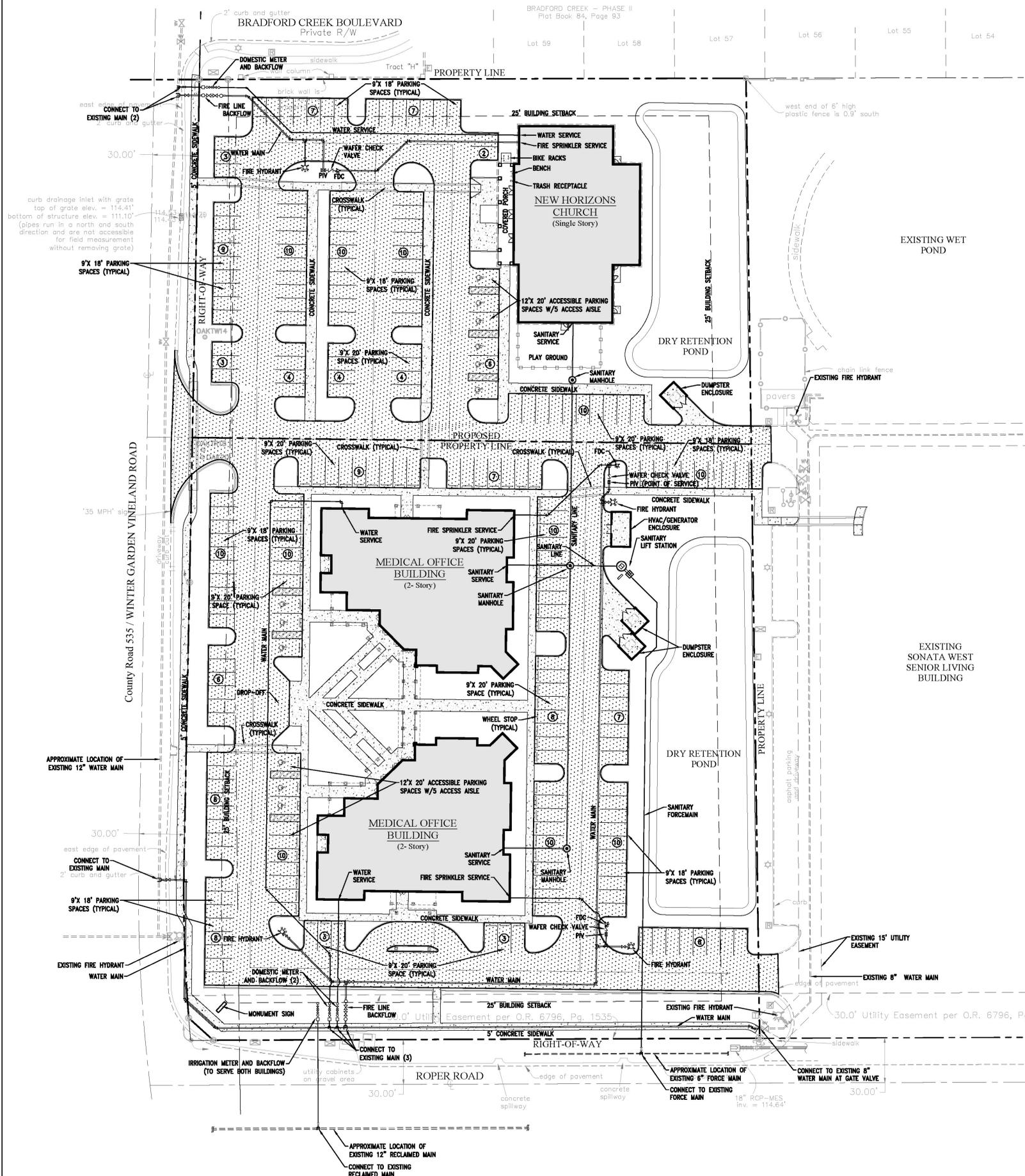
*A CROSS-PARKING AGREEMENT WILL BE DEDICATED TO PERMIT SHARED PARKING BETWEEN THE TWO LOTS. THE TOTAL REQUIRED PARKING FOR BOTH USES IS 223 AND THE PROVIDED PARKING IS 227; THEREFORE, THERE IS SUFFICIENT PARKING TO SERVE BOTH USES. IN ADDITION, IT SHOULD BE NOTED THAT THE CHURCH PEAK PARKING DEMAND ON SUNDAY DOES NOT COINCIDE WITH THE MEDICAL OFFICE PEAK PARKING DEMAND ON WEEKDAYS.

CHURCH LOT:

BUILDING INFORMATION:
10,477 SF. / 262 SEAT CHURCH
MAXIMUM BUILDING HEIGHT - 26 FT. (ONE STORY)

MINIMUM PARKING REQUIREMENTS:
BASIS: CHURCH - 1 SPACE FOR EACH 3 SEATS
REQUIRED: 262 SEATS X 1 SPACE / 3 SEATS = 88 SPACES
PROVIDED: 83 STANDARD + 6 ACCESSIBLE = 89 SPACES

ESTIMATED SCHEDULE:
START CONSTRUCTION - OCTOBER 2019
COMPLETE CONSTRUCTION - MAY 2020



EXISTING WET POND

EXISTING SONATA WEST SENIOR LIVING BUILDING

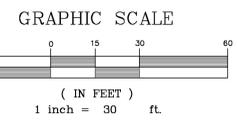
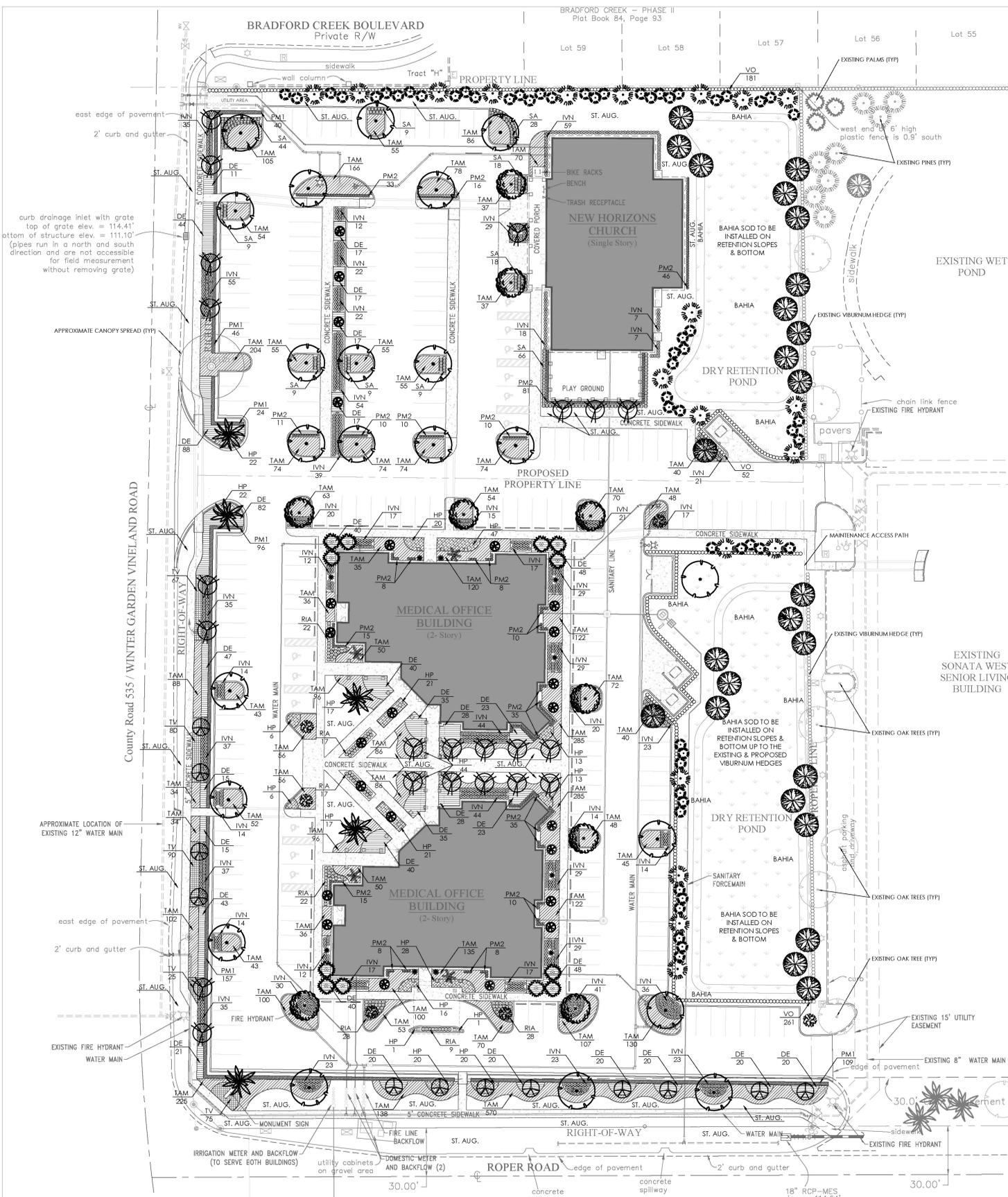
30.0' Utility Easement per O.R. 6796, P. 1535

CONNECT TO EXISTING 8" WATER MAIN AT GATE VALVE

CONNECT TO EXISTING 18" RCP-MES INV. = 114.64'

APPROXIMATE LOCATION OF EXISTING 12" RECLAIMED MAIN
CONNECT TO EXISTING RECLAIMED MAIN

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.



MASTER LANDSCAPE PLAN

PLANT MATERIALS LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION	
	PS	5	Sylvester "Robusta" Palm <i>Phoenix sylvestris 'Robusta'</i>	12" C.T., 20' O.A. Ht., Specimens, B&B Diamond Cut Trunks	
	QV	22	Live Oak <i>Quercus virginiana</i>	3 1/2" - 4" Cal., 16' - 18' Ht., FL #1, B&B or 100 Gal.	
	MG	9	D.D. Blanchard Magnolias <i>Magnolia grandiflora 'D.D. Blanchard'</i>	3 1/2" Min. Cal., 13' Min. Ht., FL #1, B&B or 100 Gal.	
	TD	25	Bald Cypress <i>Taxodium distichum</i>	3 1/2" Min. Cal., 12' Min. Ht., FL #1, B&B or 65 Gal.	
	LIN	22	Standard Natchez Crape Myrtle <i>Lagerstroemia indica 'Natchez'</i>	3" - 3 1/2" Cal., Standard Trunk, 12' - 14' Ht., FL #1, B&B	
	IOE	12	Eagleston Holly <i>Ilex opaca 'Eagleston'</i>	3" - 3 1/2" Cal., 12' - 14' Ht., FL #1, B&B	
	LJ	6	Ligustrum Tree <i>Ligustrum japonicum</i>	3" - 3 1/2" Total Cal., Multi Trunk, 10' O.A., FL #1, B&B	
	IC	24	Oak Leaf Holly <i>Ilex x 'Conaf'</i>	2" Total Cal., 6' Ht., 30 Gal.	
	PE1	20	Slash Pine <i>Pinus elliotii</i>	2" Cal., 6' Ht., 30 Gal.	
	PE2	58	Slash Pine <i>Pinus elliotii</i>	1 1/2" Cal., 5' Ht., 15 Gal.	
	SP	12	Sabal Palms <i>Sabal palmetto</i>	8', 12' & 16" C.T., Staggered Heights, Booted	
	PR	4	Pygmy Date Palm <i>Phoenix roebellennii</i>	4' - 6' Ht., Triple Stem, Matching Specimens	
	CS	10	Camellia <i>Camellia sasanqua</i>	10 Gal., Full, Matching Specimens	
	PM1	472	Podocarpus <i>Podocarpus macrophyllum</i>	36" Min. Ht., 7 Gal., 24" O.C.	
	PM2	369	Podocarpus <i>Podocarpus macrophyllum</i>	18" - 24" Ht., 3 Gal., 18" O.C.	
	VO	494	Sweet Viburnum <i>Viburnum odoratissimum</i>	Full, 3 Gal., 30" O.C.	
	SA	219	Dwarf Variegated Schefflera <i>Schefflera arboricola</i>	16" - 18" Ht., 3 Gal., 24" O.C.	
	IVN	1,182	Dwarf Yaupon Holly <i>Ilex vomitoria 'Nana'</i>	8" - 12" Ht., 3 Gal., 24" O.C.	
	RIA	143	White Indian Hawthorne <i>Raphiolepis indica 'Alba'</i>	Full, 3 Gal., 24" O.C.	
	HP	355	'Firefly' Firebush <i>Hamelia patens 'Firefly'</i>	12" - 14" O.A. Ht., 3 Gal., 24" O.C.	
	DE	982	Gold Mound <i>Duranta erecta 'Goldmound'</i>	Full, 3 Gal., 24" O.C.	
	TAM	5,419	Dwarf Asiatic Jasmine <i>Trachelospermum asiatica 'Minima'</i>	Full, 1 Gal., 18" O.C.	
	TV	337	Society Garlic <i>Tulbaghia violacea</i>	Full, 1 Gal., 18" O.C.	
	BAHIA	ST. AUG	TBD	St. Augustine 'Floritam' Sod <i>Stenotaphrum secundatum 'Floritam'</i>	Solid Sod, Free of Noxious Weeds
	MULCH	TBD	Argentine Bahia Sod <i>Paspalum notatum 'Argentina'</i>	Solid Sod, Free of Noxious Weeds	
		TBD	Pine Bark Mulch	3" Min. Depth, All Planting Areas	



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 948383 • MAILAND, FLORIDA 32794 • PH. (407) 376-1423
LICENSE NO. LC2600467 • DESIGN@SCHWEIZERBOJACK.COM

SONATA WEST MOB II / NHCC
CITY OF WINTER GARDEN, FLORIDA

	4/17/19
	7/25/18
	6/01/18
SHEET NUMBER	
L-1	

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BO JACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.

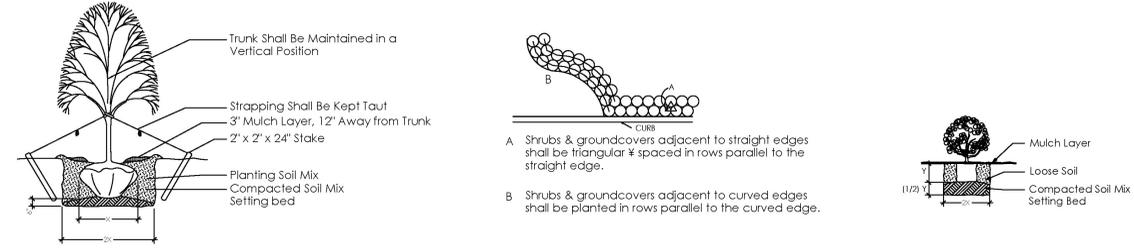
IRRIGATION INSTALLATION NOTES:

1. Irrigation Controller & Rain Sensor Device locations to be approved by the owner prior to installation.
2. Backflow Preventer or Pressure Vacuum Breaker to be provided and installed by the Irrigation Contractor to meet local code requirements.
3. The Irrigation System will be a permanent underground system.
4. The Irrigation System shall be designed and installed to conform to the City of Winter Garden Land Development Code.

IRRIGATION GENERAL NOTES

1. The irrigation contractor shall refer to the landscape plan when trenching to lay pipe to avoid new and existing trees and large shrubs.
2. All wiring from the irrigation controller to the remote control valves shall be UF-14/1 direct burial cable, all wire splices shall be made in valve boxes only using Rainbird Snap-Tite connectors and sealant.
3. Unless otherwise indicated, pipe to a single spray head shall be 1/2" pvc cl-315 piping.
4. All mainline piping shall be buried to have a minimum cover of 18 inches, all lateral piping downstream of the mainline shall be buried to have a minimum cover of 12 inches.
5. The irrigation contractor shall coordinate with the owner or architect on the exact location of the irrigation controller.
6. The irrigation contractor shall verify all conditions and dimensions shown on the plans at the site prior to commencement of work under this contract.
7. All irrigation installation shall conform to local codes and regulations.
8. All piping on the plans is diagrammatically routed for clarity and shall be routed to avoid new and existing plants. Design modifications shall only be made as necessary to meet field conditions and only upon approval of the owner or landscape architect.
9. The irrigation contractor shall be responsible for the final adjustment of the sprinklers arc and radius to assure 100 percent coverage.
10. 115 volt, single phase electrical power is required to operate the irrigation controller. The irrigation contractor shall be responsible for coordinating the location of the power with the owner or owner's representative. It shall be the responsibility of the irrigation contractor to see that the controller is wired in accordance with all electrical codes by a licensed electrician. All materials necessary to wire the controller shall be furnished by the irrigation contractor.
11. The irrigation contractor shall choose the appropriate nozzles to provide maximum coverage.
12. All landscape irrigation systems shall be low-volume irrigation systems. A low-volume irrigation system is designed to provide no more than the minimum amount of water required by any specific landscape material to ensure survival of that material. Such a system utilizes a combination of sprinkler mechanisms and zones to accommodate the individual irrigation requirements of each type of landscape material, including trees, shrubs, ornamentals and turf areas.
13. All underground irrigation systems shall be regulated by an automatic timer or controller.
14. The design of the irrigation system shall include sprinkler heads and devices appropriate for the landscape materials to be irrigated. Low trajectory heads or low-volume water distributing devices shall be used to irrigate confined areas in order to prevent overspray onto impervious areas.
15. Irrigation systems shall be designed to place high water demand areas, such as lawns, on separate zones from those areas with reduced water requirements.
16. Automatically controlled irrigation systems shall be operated by an irrigation controller that is capable of irrigating high requirement areas.

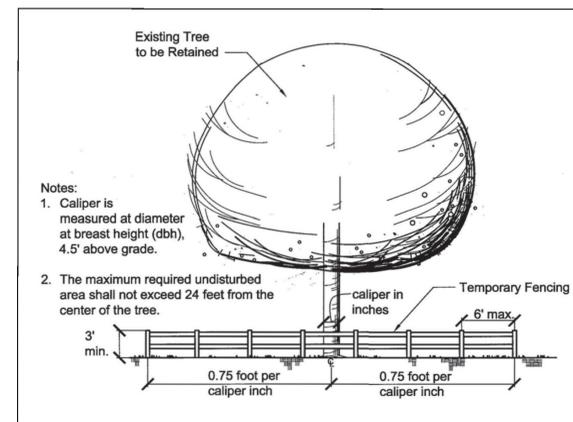
LANDSCAPE PLANTING DETAILS



LANDSCAPE GENERAL NOTES

1. The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
2. The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
3. All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
4. All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
5. The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
6. No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
7. All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
8. The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
9. The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
10. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

TREE PROTECTION DETAILS



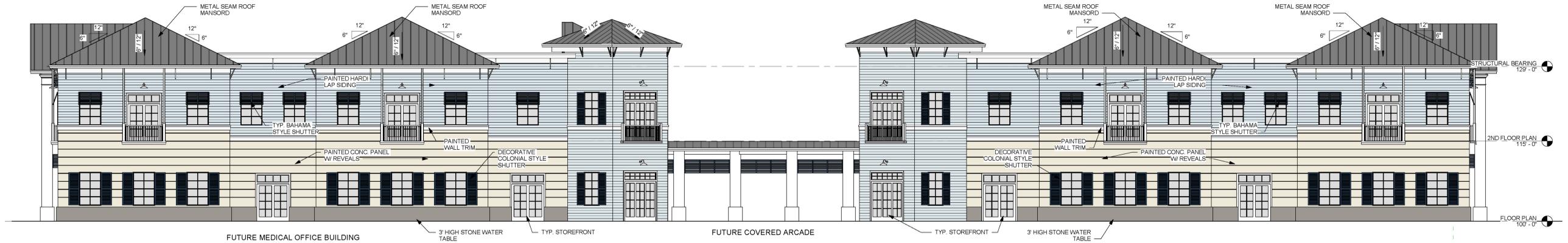
TREE PROTECTION NOTES

- All protected tree shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:
1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least three feet high. Ideally such barriers will form a protection zone described by the drip line.
 2. Signs or other markings shall be placed on all sides of the protective barrier to designate the protected area.
 3. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
 4. Existing street trees located within rights-of-way interior to, or adjacent to, the development shall have protective barriers before site work begins.
 5. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
 6. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

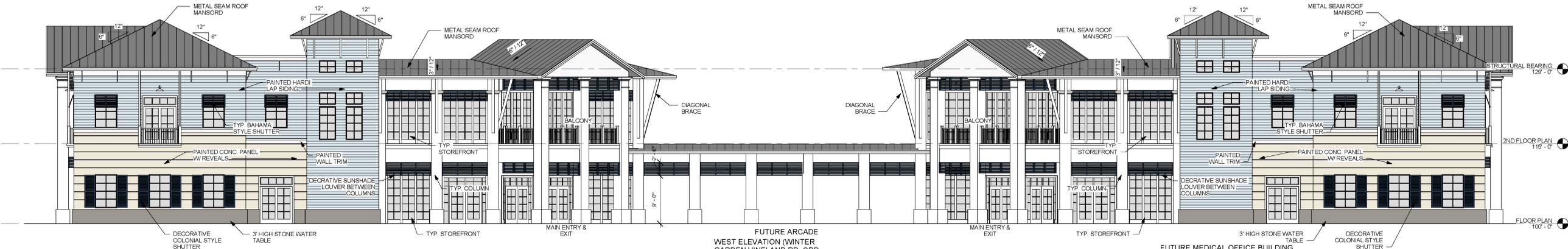
LANDSCAPE NOTES & DETAILS



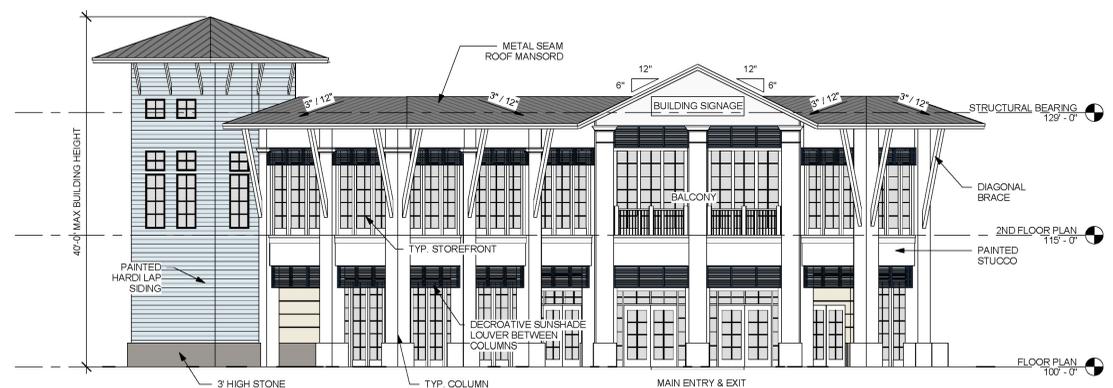
4/17/2019 10:00:12 AM X:\AE\Jobs\2017\17012 Sonata West MOB II.DWG Sonata West MOB II.rvt



1 EAST ELEVATION (SONATA WEST)
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION (WINTER GARDEN VINELAND RD. CRD 535)
SCALE: N.T.S.



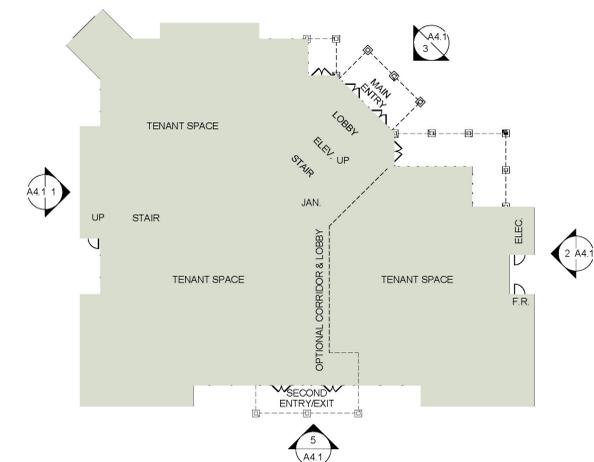
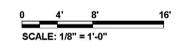
3 NORTH EAST ELEVATION (COURT YARD)
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION NEW HORIZONS CHURCH
SCALE: 1/8" = 1'-0"



5 SOUTH ELEVATION (ROPER ROAD)
SCALE: 1/8" = 1'-0"



6 KEY PLAN
SCALE: 1" = 20'-0"

McCreary ARCHITECTS & ENGINEERS, INC.

License # AAC02110

500 E. Princeton St.
Tallahassee, FL 32303
P. O. Box 1000
Tallahassee, FL 32304-7369
Phone: 407-898-4821
Fax: 407-898-8763

DATE	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20
DESCRIPTION	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20	17012.20
DATE	4/10/2019	4/10/2019	4/10/2019	4/10/2019	4/10/2019	4/10/2019	4/10/2019	4/10/2019	4/10/2019
COORDINATOR	RTM/JR								
ARCHITECT	TOM G.								
CAPTAIN	SEN								
FILE	17012.RVT								

D R C REVIEW

I S U E

EXTERIOR ELEVATIONS

SONATA WEST MEDICAL OFFICE BUILDING II

WINTER GARDEN, FL

A4.1



RIGHT ELEVATION
Scale: 3/16"=1'-0"



FRONT ELEVATION
Scale: 3/16"=1'-0"

NO.	DATE	BY	REVISIONS

DATE: 201621
DATE: 04/23/2018
BY: RFW
SCALE: PER PLAN

MATTHEWS HANNA
DESIGN-BUILD GENERAL CONTRACTOR

CRUES ENGINEERING, INC.
CIVIL ENGINEERING
FLORIDA P.E. LICENSE # 33970

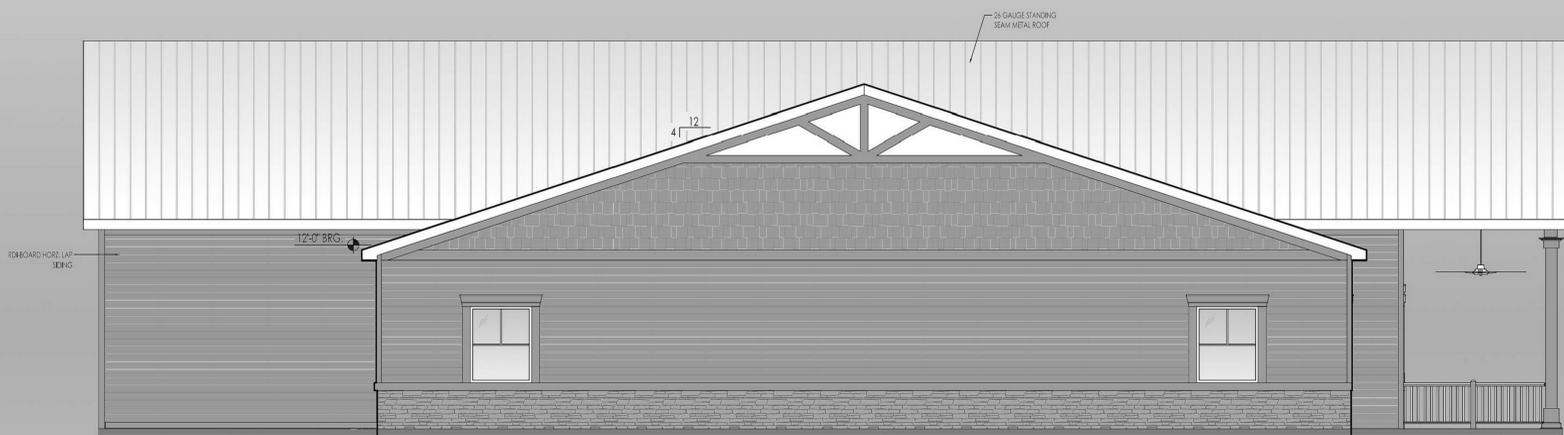
715 BALMORAL CIRCLE
LEESBURG, FL 34748
TEL: 888-333-3333 FAX: 352-336-2951

(C) MATTHEWS HANNA CONSTRUCTION, INC. - REGISTERED ENGINEER AND/OR CONTRACTOR HEREBY EXPRESSLY DISCLAIMS THEIR COMMERCIAL LAW COPYRIGHT AND OTHER PROPRIETARY RIGHTS IN THESE PLANS. THESE DRAWINGS ARE NOT TO BE REPRODUCED, COPIED, OR COPIED IN ANY FORM OR MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION OF MATTHEWS HANNA CONSTRUCTION, INC. ANY REUSE OR MODIFICATION OF THESE PLANS BY ANY THIRD PARTY WITHOUT FIRST OBTAINING SAID WRITTEN PERMISSION IS PROHIBITED.

PROPOSED BUILDING FOR:
NEW HORIZONS CHRISTIAN CHURCH
WINTER PARK, FLORIDA

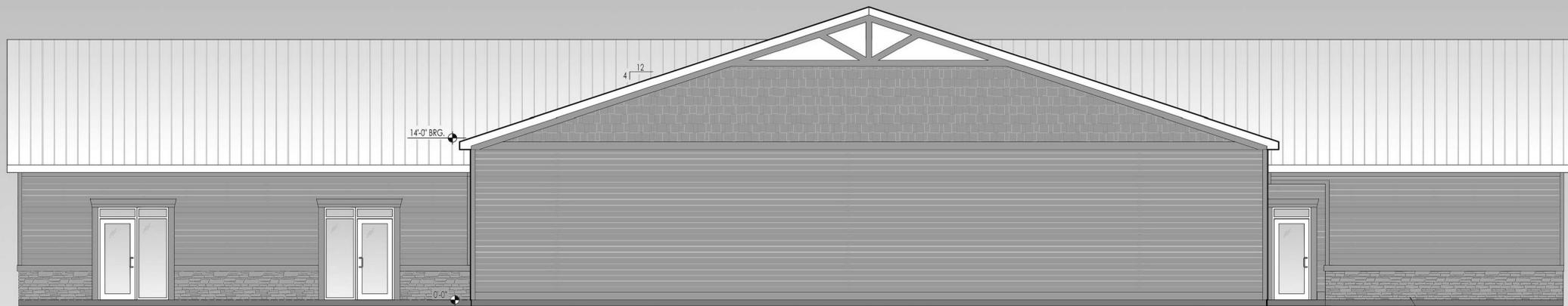
EXTERIOR ELEVATIONS

A2



LEFT ELEVATION

Scale: 3/16"=1'-0"



REAR ELEVATION

Scale: 3/16"=1'-0"

NO.	DATE	BY	REVISIONS

DATE: 201621
 DATE: 04/23/2018
 DRAWN: RFW
 CHECK: PER PLAN

MATTHEWS HANNA
 DESIGN-BUILD GENERAL CONTRACTOR
 715 BALMORAL CIRCLE
 LEESBURG, FL 34748
 PHONE: 888-333-3333 FAX: 888-333-3331

CRIS ENGINEERING, INC.
 CIVIL ENGINEERING
 FLORIDA P.E. LICENSE # 33970
 301 RICHIE ROAD SUITE 101, LEBANON, TN 37037

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PROPOSED BUILDING FOR:
NEW HORIZONS CHRISTIAN CHURCH
 WINTER PARK, FLORIDA
 EXTERIOR ELEVATIONS

A3

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

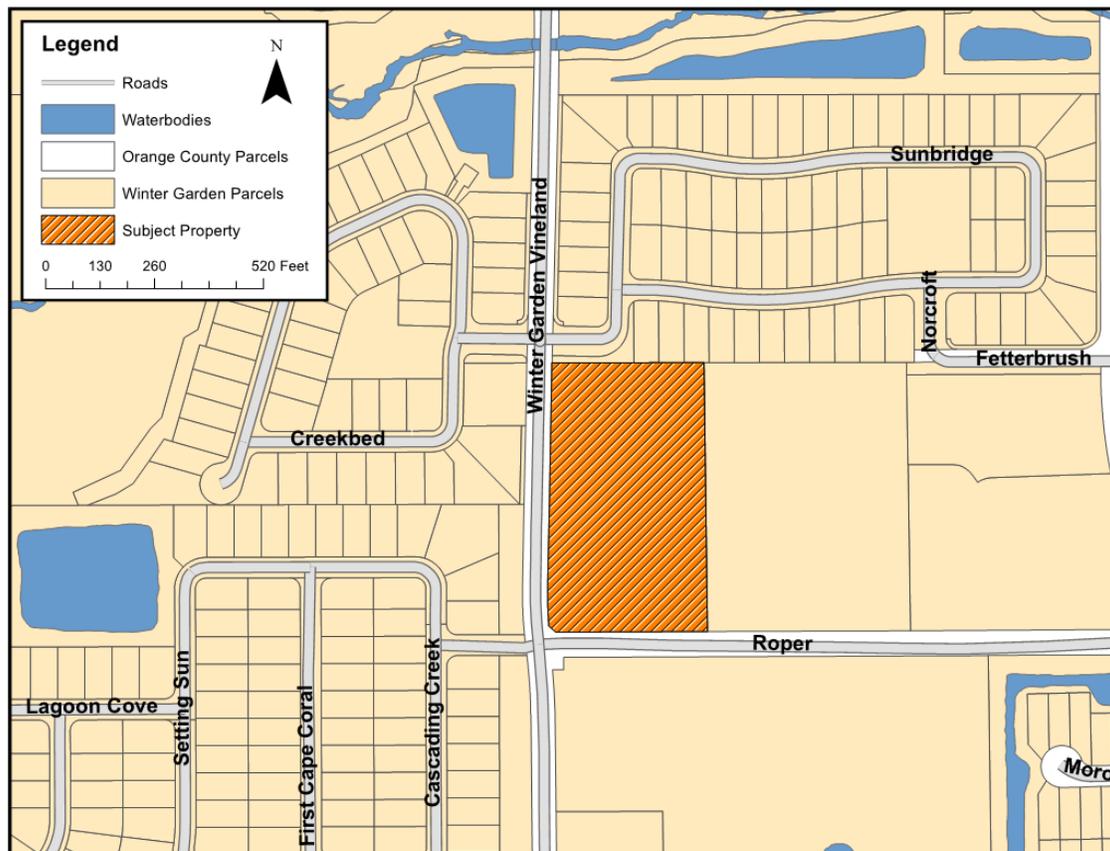
TO: PLANNING AND ZONING BOARD
PREPARED BY: SHANE FRIEDMAN, SENIOR PLANNER
DATE: NOVEMBER 26, 2019
SUBJECT: Future Land Use Amendment and PCD Rezoning
541 Winter Garden Vineland Road (5.51 +/- ACRES)
PARCEL ID # 35-22-27-0000-00-042

APPLICANT: Klima Weeks Civil Engineering, Inc.

INTRODUCTION

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

The subject property is located at 541 Winter Garden Vineland Road, at the northeast corner of Winter Garden Vineland Road and Roper Road is approximately 5.51 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant has requested an amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial and rezoning the property to PCD (Planned Commercial Development).

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

EXISTING USE

The subject property is currently vacant and is composed of one parcel that is owned by New Horizons Christian Church. The parcel is directly adjacent to Serenades by Sonata and Sonata West which are assisted living and memory care facilities built in 2013 and 2017 respectively.

ADJACENT LAND USE AND ZONING

The properties to the west of the subject property are the Black Lake Park and Bradford Creek residential subdivisions. Bradford Creek abuts the northern boundary of the subject property as well. Both subdivisions are zoned Planned Unit Development (PUD) and are within the City's municipal boundaries. The property to the south is undeveloped, zoned R-1 (Residential District), and is within the City's municipal boundaries. The property to the east is developed with an assisted living facility, is zoned PUD (Planned Unit Development) as part of the Sonata Ordinance 15-55, and is within the City's municipal boundaries.

PROPOSED USE

The applicant is requesting PCD rezoning to permit the development of the property with a total of 45,000 square feet of medical office building and 10,477 square feet (262 seats) church. The medical office building will be comprised of two 2-story buildings fronting Winter Garden Vineland Road. The two medical buildings will be chamfered with a large courtyard with landscaping and sidewalks between the buildings. The New Horizons Church will be a single story building in the northern portion of the property. All three of the buildings that are being proposed will continue the Florida vernacular style architecture found on the two adjacent Sonata properties to the east.

PUBLIC FACILITY ANALYSIS

The property will have two vehicular access points, one on Winter Garden Vineland Road and the other on Roper Road and will have cross-access to the Sonata properties to the east.

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

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

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

SUMMARY

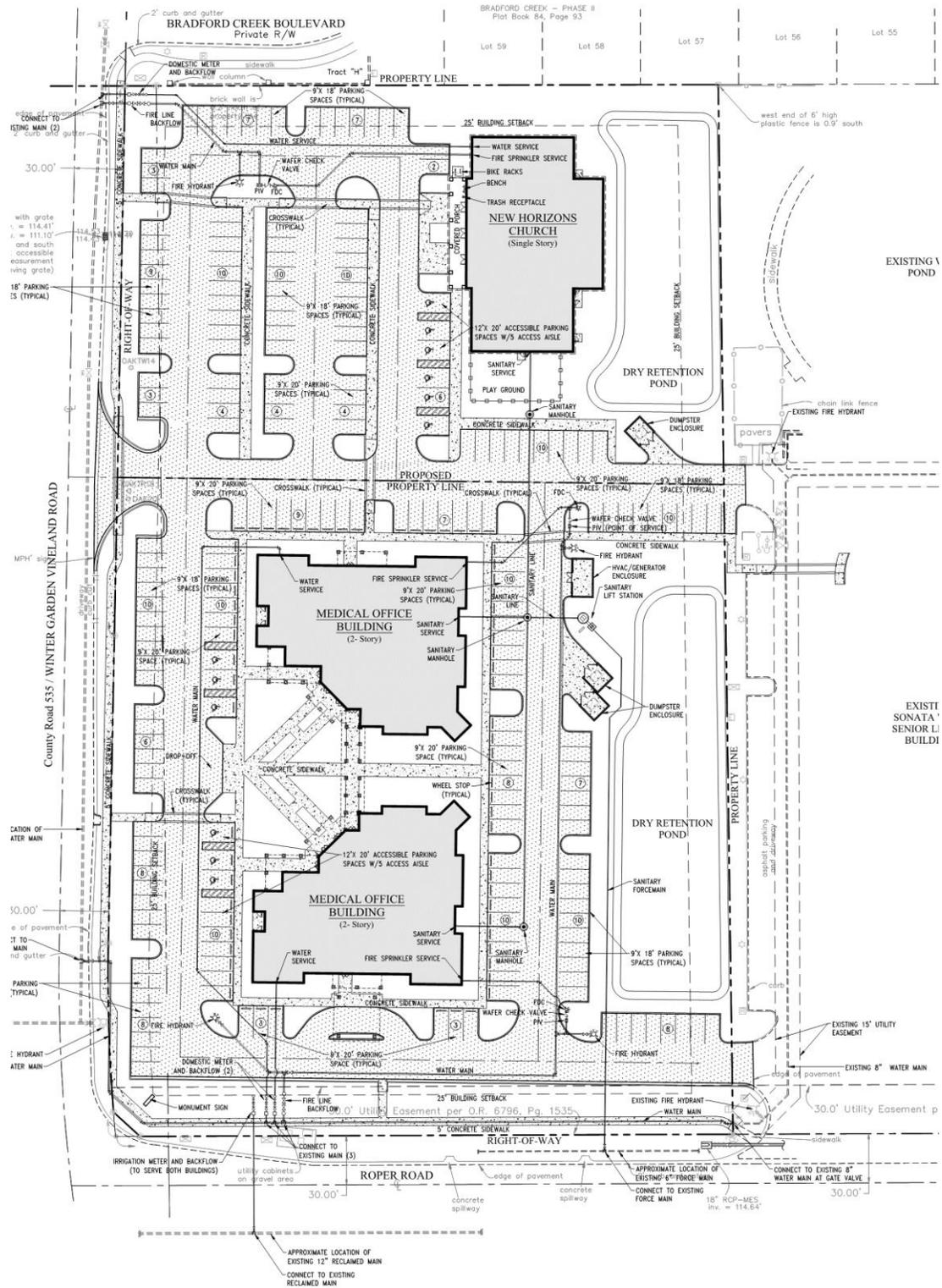
The proposed development is a reasonable use of the land and this type of development is consistent with other commercial developments that exist in this area of the City.

The proposed future land use amendment changing the land use from Low Density Residential to Commercial, and rezoning from R-1 (Residential District) to PCD (Planned Commercial Development), is consistent with the City's Comprehensive Plan and the City of Winter Garden Code of Ordinances. Staff recommends approval of the proposed Ordinance(s) subject to the conditions outlined in Ordinance 20-07 and Ordinance 20-08.

AERIAL PHOTO
541 Winter Garden Vineland Road



PROPOSED DEVELOPMENT PLAN
541 Winter Garden Vineland Road



Elevations 541 Winter Garden Vineland Road

4/17/2019 10:30:12 AM
 X:\AE\Jobs\2017\17012 Sonata West MOB DRAWINGS\17_17012 Sonata West MOB Elev

17012.RVT
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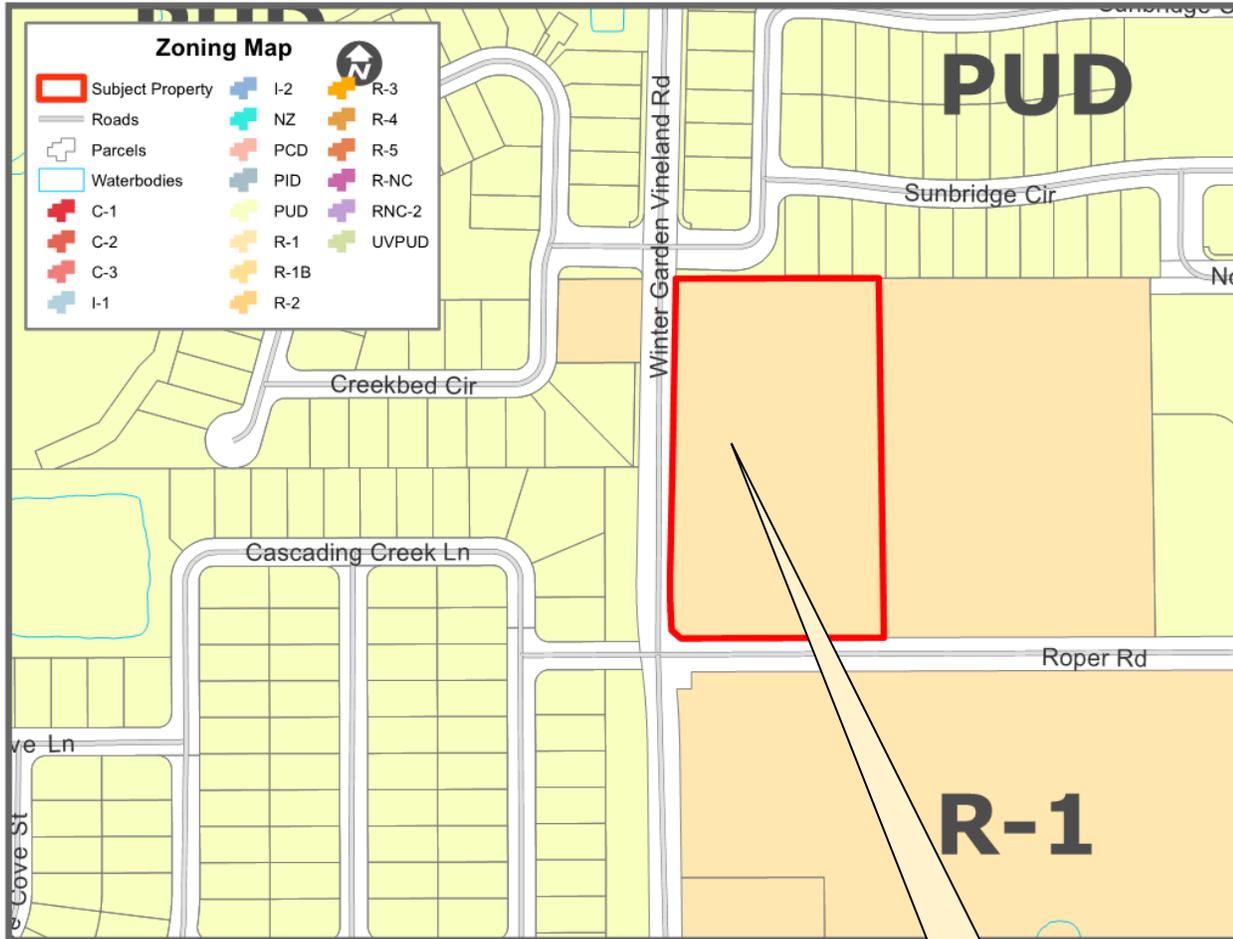
EXTERIOR ELEVATIONS

A4.1	SONATA WEST MEDICAL OFFICE BUILDING II WINTER GARDEN, FL	ARC REVIEW		
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PROJECT NO.	17012.20	DATE	11/10/2019	DRAWN BY	RTM/JR	CHECKED BY	TGM/S
CONTRACTOR	RTM/JR	DATE	11/10/2019	PROJECT	SONATA WEST MEDICAL OFFICE BUILDING II	SCALE	AS SHOWN
CLIENT	TGM/S	PROJECT	SONATA WEST MEDICAL OFFICE BUILDING II	SCALE	AS SHOWN	600 E. Prosveter St. Suite 100, Winter Garden, FL 32789 P.O. Box 647269 Orlando, FL 32814-0269 Phone: 407-895-4821 Fax: 407-895-4762	

McCree
 ARCHITECTS & ENGINEERS, INC.

ZONING MAP
541 Winter Garden Vineland Road



**Change from
R-1 to PCD**

FUTURE LAND USE MAP
541 Winter Garden Vineland Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Frank Gilbert
Asst. City Manager – Admin. Services

Via: Mike Bollhoefer
City Manager

Date: January 14, 2020 Meeting Date: February 13, 2020

Subject: First Reading of ORDINANCE NO. 20-14 Amending Section 54-193, Disability of the Winter Garden Pension Plan for Firefighters and Police Officers Implementing Changes Required by the Firefighter Cancer Presumption Provisions as Defined in F.S. 112.1816(1)(a)

Issue: Discussion and approval of Ordinance 20-14 for a second reading and public hearing.

Recommended Action: Motion to approve Ordinance 20-14.

Attachments/References: Ordinance 20-14
Letter – Christiansen to Bollhoefer
Letter – Foster & Foster No Impact Statement

ORDINANCE NO. 20-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-193, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-193, Disability, subsection (b), In-Line of Duty Presumptions, to add paragraph (3), Firefighter Cancer Presumption, to read as follows:

* * * * *

(b) (3) Firefighter Cancer Presumption. The presumption provided for in this paragraph (3) shall apply only to "cancer", as defined in F.S. § 112.1816(1) (a), as amended from time to time. Any Firefighter Member who becomes totally and permanently unable to perform useful and efficient service as a Firefighter due to a diagnosis of cancer or circumstances that arise out of the treatment of cancer will be conclusively presumed to be disabled in-line of duty.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Garden, Florida.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this _____ day of _____, 2020.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____ 2020.

APPROVED:

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

ANGEE GRIMMAGE, CITY CLERK

Law Offices

Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

November 4, 2019

Mr. Mike Bollhoefer
City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

Re: City of Winter Garden Pension Plan for Firefighters and Police Officers

Dear Mr. Bollhoefer:

As you know, I represent the Board of Trustees of the City of Winter Garden Pension Plan for Firefighters and Police Officers. Enclosed please find a proposed ordinance amending the City of Winter Garden Pension Plan for Firefighters and Police Officers, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 54-193, Disability, to include language regarding the Firefighter Cancer Presumption recently adopted by the Florida Legislature in F.S. §112.1816(1)(a).

I am enclosing a copy of the actuarial impact statement from the plan's actuary, Foster & Foster, Inc., to be provided to the City Commission when this ordinance is presented for consideration and adoption.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosures

cc: Doug Lozen
Susy Pita

CITY OF WINTER GARDEN
PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS

ACTUARIAL IMPACT STATEMENT

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

All assumptions and methods used are the same as described in the October 1, 2018 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #17-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed amendment.

Chairman, Board of Trustees

CITY OF WINTER GARDEN
PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS

ACTUARIAL IMPACT STATEMENT

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

Effective July 1, 2019, an additional presumption was added to the disability in-line-of-duty presumption. "Diagnosis of cancer or the circumstances that arise out of the treatment of cancer. A firefighter shall be considered totally and permanently disabled in the line of duty if he or she meets the Plan's definition of total and permanently disabled due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer.

To value for this change, we are increasing the in-line-of duty assumption from 75% of disablements to 90% of disablements for Firefighters.

Please note that the benefit change provided in this ordinance only relates to the disability benefits for the Pension Fund and does not provide for other additional benefits that are provided for in Florida Statutes Section 112.1816.

The cost impact, determined as of October 1, 2018, applicable to the fiscal year ending September 30, 2020, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	20.55%	20.51%
Member Contributions (Est.) % of Projected Annual Payroll	3.50%	3.50%
City And State Required Contribution % of Projected Annual Payroll	17.05%	17.01%
State Contribution (Est.) % of Projected Annual Payroll	\$277,807 3.79%	\$277,807 3.79%
City Required Contribution % of Projected Annual Payroll	13.26%	13.22%

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
A. Participant Data		
Actives	112	112
Service Retirees	33	33
DROP Retirees	2	2
Beneficiaries	2	2
Disability Retirees	8	8
Terminated Vested	<u>63</u>	<u>63</u>
 Total	 220	 220
 Total Annual Payroll	 \$7,466,896	 \$7,466,896
Payroll Under Assumed Ret. Age	7,330,806	7,330,806
 Annual Rate of Payments to:		
Service Retirees	1,139,755	1,139,755
DROP Retirees	169,475	169,475
Beneficiaries	58,940	58,940
Disability Retirees	228,149	228,149
Terminated Vested	342,137	342,137
 B. Assets		
Actuarial Value (AVA) ¹	40,627,013	40,627,013
Market Value (MVA) ¹	42,310,653	42,310,653
 C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	27,524,683	27,524,683
Disability Benefits	1,580,251	1,567,516
Death Benefits	347,935	347,935
Vested Benefits	2,243,295	2,243,295
Refund of Contributions	51,486	51,486
Service Retirees	12,201,375	12,201,375
DROP Retirees ¹	2,487,337	2,487,337
Beneficiaries	627,264	627,264
Disability Retirees	2,592,104	2,592,104
Terminated Vested	2,238,802	2,238,802
Share Plan Balances ¹	<u>545,899</u>	<u>545,899</u>
 Total	 52,440,431	 52,427,696

C. Liabilities - (Continued)	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Present Value of Future Salaries	68,996,558	68,996,558
Present Value of Future Member Contributions	2,414,880	2,414,880
Normal Cost (Retirement)	1,020,003	1,020,003
Normal Cost (Disability)	121,461	117,477
Normal Cost (Death)	16,493	16,493
Normal Cost (Vesting)	147,402	147,402
Normal Cost (Refunds)	<u>12,546</u>	<u>12,546</u>
Total Normal Cost	1,317,905	1,313,921
Present Value of Future Normal Costs	11,508,546	11,479,542
Accrued Liability (Retirement)	18,260,769	18,260,769
Accrued Liability (Disability)	658,013	674,282
Accrued Liability (Death)	204,489	204,489
Accrued Liability (Vesting)	1,107,185	1,107,185
Accrued Liability (Refunds)	8,648	8,648
Accrued Liability (Inactives) ¹	20,146,882	20,146,882
Share Plan Balances ¹	<u>545,899</u>	<u>545,899</u>
Total Actuarial Accrued Liability (EAN AL)	40,931,885	40,948,154
Unfunded Actuarial Accrued Liability (UAAL)	304,872	321,141
Funded Ratio (AVA / EAN AL)	99.3%	99.2%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	20,692,781	20,692,781
Actives	9,342,595	9,316,704
Member Contributions	<u>1,470,144</u>	<u>1,470,144</u>
Total	31,505,520	31,479,629
Non-vested Accrued Benefits	<u>1,169,429</u>	<u>1,174,428</u>
Total Present Value Accrued Benefits (PVAB)	32,674,949	32,654,057
Funded Ratio (MVA / PVAB)	129.5%	129.6%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	20,892	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	20,892	

Valuation Date	New Benefits	Old Benefits
Applicable to Fiscal Year Ending	10/1/2018	10/1/2018
	<u>9/30/2020</u>	<u>9/30/2020</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll ²	18.63	18.57
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	0.90	0.90
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 5 years (as of 10/1/2018, with interest)		
% of Total Annual Payroll ²	1.02	1.04
Minimum Required Contribution		
% of Total Annual Payroll ²	20.55	20.51
Expected Member Contributions		
% of Total Annual Payroll ²	3.50	3.50
Expected City and State Contribution		
% of Total Annual Payroll ²	17.05	17.01

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances.

² Contributions developed as of 10/1/2018 are expressed as a percentage of total annual payroll at 10/1/2018 of \$7,330,806.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Funding Method

Entry Age Normal Actuarial Cost Method.

Salary Increases

<u>Credited Service</u>	<u>Rates</u>
First Year	12.0%
1-4	5.0%
5-14	4.5%
15+	4.0%

The above rates were adopted by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Normal Retirement Rates

<u>Service</u>	<u>Age</u>	<u>Probability of Retirement</u>
6-24	55	40%
	56-63	10%
	64+	100%
25-27	All	0%
28+	All	100%

The above rates were adopted by the Board as the result of an Experience Study dated August 31, 2016.

Early Retirement Rates

<u>Age</u>	<u>Rates</u>
50	2.4%
51	2.2%
52	2.0%
53	1.8%
54	1.6%

The above rates were reviewed and maintained by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Termination Rates

<u>Credited Service</u>	<u>Rates</u>
First Year	9.0%
1	8.0%
2	8.0%
3	9.0%
4	9.0%
5-9	4.0%
10-14	4.0%
15+	2.0%

The above rates were adopted by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Terminal Leave Pay

<u>Present Value of Retirement Liability</u>	<u>Hired prior to 7/1/2001</u>	<u>Percentage Increase to Liability</u>	
		<u>Hired 7/1/2001 – 7/1/2006</u>	<u>Hired after 7/1/2006</u>
Normal	5.0%	3.75%	2.5%
Early	2.5%	1.875%	1.25%
Vesting	2.5%	1.875%	1.25%
Death	2.5%	1.875%	1.25%
Disability	2.5%	1.875%	1.25%

The assumed rates are based on data provided by the City. Also, no liability increases are utilized for Members hired after June 30, 2011.

Disability Rates

<u>Age</u>	<u>Probability of Disability</u>
20	0.14%
25	0.15%
30	0.18%
35	0.23%
40	0.30%
45	0.51%
50	1.00%

The above rates were adopted by the Board as the result of a prior Experience Study.

Additionally, it is assumed that 75% of disablements are service-related.

Administrative Expenses

\$63,781 annually, based on actual expenses incurred in the prior fiscal year.

Actuarial Value of Assets

The Actuarial Value of Assets utilizes a five-year smoothing methodology. The annual difference between expected and actual investment earnings (Market Value, net of investment-related expenses), is phased-in over a five-year period.

SUMMARY OF PLAN PROVISIONS

<u>Eligibility</u>	Full-time employees who are classified as Police Officers or Firefighters participate as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of employment with the City as a Police Officer or Firefighter.
<u>Salary</u>	Gross Compensation, excluding extra duty detail work performed for a second party.
<u>Average Final Compensation</u>	Average Salary for the 5 best years of the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	3.5% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII, Chapter 112, F.S.
<u>Normal Retirement</u>	
Date	Earlier of: 1) age 55 with 6 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age.
Benefit	3.0% of Average Final Compensation for each year of Credited Service.
Maximum Benefit	95% of Average Final Compensation.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 with 6 years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year that the benefit commencement date precedes age 55.
<u>Vesting</u>	
Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the Early (reduced) or Normal Retirement Date.

Disability

Eligibility

Service Incurred

Covered from Date of Employment.

Non-Service Incurred

10 years of Credited Service.

Exclusions

Disability resulting from use of drugs, illegal participation in riots, service in military, etc.

Benefit

Benefit accrued to date of disability but not less than 42% of Average Final Compensation (25% for Non-Service Incurred). The maximum benefit is 95% of Average Final Compensation.

Duration

Payable for life (with 120 payments guaranteed) or until recovery (as determined by the Board). Optional forms of payment are available.

Death Benefits

10 or more years of
Credited Service

Monthly accrued benefit payable to designated beneficiary for 10 years at otherwise Early (reduced) or Normal (unreduced) Retirement Date.

Less than 10 years of
Credited Service

Refund of accumulated contributions.

Post-Retirement

Benefits payable to beneficiary in accordance with option selected at retirement.

Deferred Retirement Option Plan

Eligibility

Firefighters only upon satisfaction of Normal Retirement requirements.

Participation

Up to thirty-six (36) months, but not beyond age 58. For firefighters who had first reached age 55 prior to the effective date the DROP option was added to this plan, participation up to 36 months is permitted without regard to the age 58 limitation.

Rate of Return

Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each Plan/Fiscal quarter.

Form of Distribution

Cash lump sum (options available) at termination of employment.

Supplement Benefit

Initial Crediting	Pursuant to a Mutual Consent Agreement between the City and Membership, \$81,875.69 from the Excess State Monies Reserve is allocated to eligible Firefighters for the fiscal year ended September 30, 2015.
Annual Crediting	50% of annual Chapter 185 Premium tax revenues received by the City in excess of \$231,706.15 (beginning with the fiscal year ending September 30, 2017) and 50% of annual Chapter 175 Premium tax revenues received by the City in excess of \$46,100.85 shall be allocated based on a Credited Service methodology.
Investment earnings	Eligible Share Accounts shall be credited or debited annually, based on the Plan's net-of-fees investment performance for the immediately preceding Plan Year.
Expenses	Allocated annually in proportion to individual Share Account Balances as a percentage of total plan assets.
Vesting	100% upon completion of six years of Credited Service, unless eligible for payment of benefits upon termination of employment.
Eligibility for Distribution	As soon as administratively practicable following the valuation date after termination of employment.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Jon Williams, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: February 6, 2020 **Meeting Date:** February 13, 2020

Subject: Approve the Seminole County Piggy-Back Contract with Fausnight Stripe and Line, Inc. and Authorize a Purchase Order for Citywide Roadway Markings, Striping and Brick Texture Surfacing Services.

Issue: Seminole County awarded contract no. IFB-603176-18/BJC to Fausnight Stripe and Line, Inc. as the lowest responsive and qualified bidder in August of 2018 to provide roadway markings, striping and brick texture surfacing services. Staff is requesting to piggyback on this contract to accomplish citywide roadway markings, striping and brick texture resurfacing.

Recommended Action:

Approve the Seminole County Piggy-Back Contract with Fausnight Stripe and Line, Inc. and authorize a purchase order in the amount of \$222,500 for Citywide Roadway Markings, Striping and Brick Texture Surfacing Services.

Attachments/References:

- Agreement for Roadway Markings, Striping and Brick Texture Surfacing with Exhibit "A"

Roadway Markings, Striping and Brick Texture Surfacing Agreement
PIGGYBACK AGREEMENT TO SEMINOLE COUNTY AND FAUSNIGHT STRIPE AND LINE, INC.CONTRACT
DATED AUGUST 28, 2018 (Contract No. IFB-603176-18/BJC)

THIS ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING AGREEMENT (this “Agreement”) is entered into by and between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as “City”), and FAUSNIGHT STRIPE AND LINE, INC., whose principal address is 910 Charles Street, Longwood, Florida 32750 (hereinafter referred to as “FS&L”).

WHEREAS, the City desires to engage an independent contractor to perform roadway markings, striping and brick texture surfacing services; and

WHEREAS, Seminole County (the “County”) has previously selected FS&L through the competitive procurement process to provide the County with roadway markings, striping and brick texture surfacing materials and services and the County entered into that certain TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING, and the terms, general conditions and specifications of the Invitation for Bid No. IFB-603176-18/BJC incorporated by reference, with FS&L on August 28, 2018 and its First Amendment dated August 28, 2018 to provide such services, true and accurate copies of which are attached hereto as **Exhibit “A”** and incorporated herein by this reference (collectively herein “Original Government Contract”); and

WHEREAS, the City has reviewed the County Invitation for Bid No. IFB-603176-18/BJC (the “IFB”), FS&L’s bid in response to the IFB, and evaluation related to the selection of the FS&L by the County and agrees with the process and selection of FS&L as the lowest responsive and responsible bidder; and

WHEREAS, the City has reviewed the Original Government Contract and has found the scope of services, unit prices, and other terms and conditions as set out in the such contract to be reasonable, acceptable and of benefit to the City’s citizens; and

WHEREAS, the City has determined that use and procurement of FS&L’s services pursuant to the unit prices, terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City; and

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City agrees to enter into and does hereby enter into this Agreement with FS&L, and FS&L agrees to enter into and does hereby enter into this Agreement with the City for street sweeping services as set forth herein:

1. **RECITALS:** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. **SERVICES.** FS&L shall provide the City with roadway markings, striping and brick texture surfacing materials and services in accordance with the scope of services and other

terms and conditions of the Original Government Contract between the County and FS&L attached hereto as **Exhibit “A,”** except that the “City of Winter Garden” shall be substituted for the “County” and references to “COUNTY.” For services rendered by FS&L to the City, the City shall pay to FS&L the unit prices specified in the Original Government Contract for the work assigned by the City through Release Orders. FS&L shall not be paid for any work performed without authorization by the City pursuant to a Release Order. When a Release Order has not been issued, any work performed by the FS&L without a Release Order shall be without liability to the City, and at the FS&L’s own risk. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. There is no guaranteed minimum amount to be paid to FS&L under this Agreement. The terms of this Agreement shall control over and govern any Release Order issued hereunder. The City shall have no liability or responsibility for or concerning FS&L’s services performed for or ordered by the County.

This Agreement is non-exclusive. The City does not guarantee, warrant, or represent that any number of projects, Release Order(s) or type of work will be assigned to the FS&L under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that shall be automatically incorporated into any Release Order that may be mutually agreed to by the parties. The City shall have the sole discretion to select the project(s), if any, that may be given to the FS&L. The City reserves the right to request and retain other contractors to perform any project, work, service or task within the scope of work under this Agreement.

3. **TERM/TERMINATION.** The term of this Agreement (the “Term”) shall be from the Effective Date until September 30, 2021, unless terminated earlier in accordance with this Agreement. Thereafter, the Term of this Agreement may be extended for up to two (2) additional one fiscal year periods (running October 1st to September 30th) upon mutual agreement of the City Manager and FS&L. The Expiration of the Term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the applicable Release Order. This Agreement or any Release Order issued hereunder may be terminated by the City, at any time and without penalty, in whole or part in the same manner as specified in the Original Government Contract. The other termination provisions of the Original Government Contract are incorporated herein by this reference.

4. **INSURANCE.** Within fifteen (15) days from the Effective Date and prior to rendering services to the City, the FS&L shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. FS&L shall maintain required insurance coverage during the term of this Agreement.

5. GOVERNING LAW.

(A) Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement and its exhibits, and performance of services hereunder shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

(B) Sovereign Immunity. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or of any other privilege, immunity or defense afforded to the City and its officials, officers, agents and employees under law.

(C) Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

(D) No Damages Against City for Delay. Notwithstanding any other provisions of this Agreement and the Original Government Contract and any Release Order, FS&L's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond FS&L's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the City or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under the applicable Release Order. Without limiting the foregoing, FS&L shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred.

(E) Legal Compliance.

(i) FS&L hereby represents and warrants to City that FS&L has the knowledge, experience and skill to perform the services required to be performed by it hereunder; that FS&L shall comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of City.

(ii) FS&L and its employees and agents shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes and Ordinances of the City of Winter Garden) which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by FS&L to its employees. FS&L shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.

(iii) FS&L shall, during the Term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, or federal law, in order for FS&L to render its services or work as described herein.

(iv) Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work or services under this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the procurement solicitation was advertised, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the procurement solicitation was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the City obtained in violation of this subsection shall be subject to immediate termination for cause. FS&L represents and warrants that FS&L complies with this subsection and that FS&L shall at all times continue to comply with the requirements of this subsection.

(v) FS&L shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(vi) FS&L warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FS&L to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for FS&L, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability.

(F) Public Records. The public records requirements of the Original Government Contract are incorporated into this Agreement except that the notice under such is replaced with the following:

IF FS&L HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FS&L'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF WINTER GARDEN, ATTN: CITY CLERK, TELEPHONE: 407-656-4111, EMAIL: agrimage@cwgd.com; 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.

(G) Severability. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

(H) Indemnification. FS&L shall indemnify, save, and hold harmless the City and its elected officials, officers, attorneys, employees and agents from and against all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the City at all trial and appellate levels), arising out of or resulting from the performance or nonperformance of the work and services within the scope of this Agreement to the extent caused in whole or part by any error, negligence, grossly negligent or reckless act or omission, malfeasance or misfeasance of FS&L or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida law, FS&L acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. The maximum monetary limit of indemnification provided by FS&L under this paragraph and other indemnifications contained within this Agreement (including as incorporated herein through the Original Government Contract) is three million dollars (\$3,000,000.00) per occurrence, which the City and FS&L agree bears a commercially reasonable relationship to this Agreement and the work and services. This subsection shall survive expiration and termination of this Agreement.

(H) FS&L represents and warrants that the information contained within the certifications and statements made by FS&L in response to the IFB and within the Original Government Contract are true and correct on the Effective Date of this Agreement, and said certifications, representations and warranties are hereby made to the City.

(I) False Claims. If FS&L is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the FS&L, FS&L shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of FS&L's claim. The City and FS&L acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. FS&L agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

(J) Deductive Change Orders. At any time and without penalty or cost, City shall have the right to reduce or eliminate any portion of the services not yet performed by FS&L from this Agreement or any Release Order through a unilateral directive or change order, and reduce the contract price accordingly based on unit prices for the portion of the services being eliminated.

(K) Bonds. FS&L shall comply with the statutory (Section 255.05, Florida Statutes) and contractual obligations to provide a payment bond, performance bond and the material and workmanship bond for the work to be performed under each Release Order issued by the City.

Such bonds shall be in a form and an amount acceptable to the City. A certified copy of the recorded payment bond and performance bond shall be furnished by the FS&L to City prior to the commencement of work in accordance with Section 255.05, Florida Statutes. All subcontractors, materialmen, laborers, vendors and all others claiming by and through FS&L shall look exclusively to the payment bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid. In the City Manager's discretion, the City may waive the payment bond and performance bond requirement for Release Orders whose total compensation to FS&L for work to be performed is less than \$200,000.00.

(L) No Liens: FS&L acknowledges and agrees that the real property for which each project and work is being constructed upon and the project itself is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the City's sovereign immunity protections. FS&L and its subcontractors, materialmen, laborers, vendors and all others claiming by and through FS&L shall not record or file any claims of lien concerning any project, work, Release Order, or any portion thereof.

6. NOTICE. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To FS&L : FAUSNIGHT STRIPE AND LINE, INC.
910 Charles Street
Longwood, Florida 32750

To City: City of Winter Garden
Attn: City Manager
300 West Plant Street
Winter Garden, Florida 34787

With copy to Assistant City Manager for Public Services
300 West Plant Street
Winter Garden, Florida 34787

7. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of Winter Garden City Commission.

[Signature Page is on the Next Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

FAUSNIGHT STRIPE AND LINE, INC.

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

By: _____

By: Michael Bollhoefer

Its: _____

Its: City Manager

Date: _____

Approved by the City Commission on
_____, 2020.

Attest: _____

Attest: _____

By: _____

Angela Grimmage, City Clerk

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPPB Procurement Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	IFB-603176-18/BJC TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING
<p style="text-align: center;"><u>Bid Due Date</u></p> <p style="text-align: center;"><u>Date:</u> June 27, 2018 at 2:00 PM (Eastern Standard Time)</p> <p style="text-align: center;"><u>Location of Public Opening:</u> Purchasing & Contracts Division, Conference Room 1301 E. Second Street, Sanford, FL 32771</p>	
Proposer Name:	Federal Employer ID Number:
Mailing Address:	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip:	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____ _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers _____ through _____: _____ Authorized Signature (Manual) Date
Email Address:	Typed Name:
Telephone Number:	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1 Scope of Services

Contractor will provide all materials, delivery, labor, transportation, coordination and incidentals necessary to perform services and to furnish products as specified in the IFB documents.

This is an indefinite quantity contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. Delivery or performance shall be only as authorized by orders in accordance with the terms of this Contract. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

No work will begin until a Release Order has been issued to the contractor. The Order for each project will contain a start date and completion date. Each Order will be treated as a standalone project.

Contractor Responsibility, Compliance and Specifications:

1. The Contractor and Subcontractors must be FDOT certified. Certification shall remain in effect during the term of the contract.
2. Contractor will be responsible for supervising, directing, and sufficiently performing all work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents, including all applicable standards and specifications.
3. Contractor will be solely responsible for all means, methods, techniques, scheduling, sequences, and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the work under the contract documents, traffic control, and for enforcement of order and cooperation among contractor's employees and all subcontractors and suppliers.
4. Contractor will be responsible to see that the finished work complies accurately with the contract documents and specifications.
5. All materials and services provided through this contract shall conform and adhere to the latest edition of the Seminole County and Florida Department of Transportation Standards; including the Seminole County Land Development Code, Seminole County Traffic Ordinance, FDOT Roadway and Traffic Design Standards and Standard Specifications for Roadway and Bridge Construction. In addition, this contract shall conform to A.A.S.H.T.O. design standards and the Manual on Uniform Traffic Control Devices (MUTCD). All materials used shall be FDOT approved and / or on the FDOT Approved Products List (APL) or FDOT Qualified Products List (QPL), unless otherwise approved by Seminole County.
6. In resolving conflicts, errors or discrepancies, the contract documents shall be construed as one- what is required by one document shall be construed as being required by all contract documents. If an issue of priority is due to a conflict or discrepancy between express provisions of the contract documents and any referenced specifications, manuals, or codes of any technical society, organization or association, the provisions of the contract documents will take precedence if they are more stringent or presumptively cause

a higher level or performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the provision with the higher cost requirement shall be binding on contractor, unless otherwise directed by the County. In accordance with the intent of the contract documents, Contractor recognizes and accepts that compliance with the priority order specified shall not justify increase in contract price.

7. Contractor shall acquire a Right of Way permit from the Seminole County Engineering Division prior to performing any work within County Right of Way.
8. Permitted lane closures require prior approval by the Seminole County Traffic Engineer or designee.

Pay Item Notes:

15 and 16 (710-12-321 and 710-12-331) Black paint may be used for contrast markings per FDOT Index 17346. These items will be paid per liner foot of black paint installed.

28 - 36 (711-11-160A through 711-11-180) shall be paid on a per message or symbol basis.

37 – 55 (711-12-121 through 711-12-180) shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.

47 – 55 (711-12-160A through 711-12-180) shall be paid on a per message or symbol basis.

56 (711-17) Contractor shall exercise extreme caution while performing and shall not damage the underlying riding surface.

58 (527-1) shall meet all FDOT / ADA manufacturer and installation requirements. Use brick red Detectable Warning Systems Mats or equivalent.

59 - 62 (702-11-111 through 702-12-211) shall be paid per linear foot of markings installed.

66 - 69 (999-A through 999-D) lay-out Striping, Message, and Symbol and Clearing Dirt / Grass from Edgeline shall be used per the County's Discretion. Typical layout and clearing shall be included in other pay items per FDOT standards.

Part 2 Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this IFB or their written bid at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Written bids shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this IFB, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Bidders that submitted written bids for this IFB shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7112.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive written bids in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this IFB Number and Title referenced within the Formal Notice for this IFB. The envelope/container must also include the Bidder's name and return business address. No electronic proposal submissions by email or other electronic method will be accepted. **Bids received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of mailed or hand-delivered bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bids should be made by calling (407) 665-7112, before the 2:00 deadline.

The Bidder is required to submit **FIVE (5) COMPLETE SETS** in hard copy (one [1] original and four (4) copies) of their complete written bid **AND** one (1) copy in electronic format. The Bidder should submit their written bid in person or by mail in hard copy form. Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any

questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: bcohen@seminolecountyfl.gov. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDUM: Should revisions to the IFB documents become necessary; the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement.
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidder agrees that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted bid and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Award Agreement.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award for this IFB as posted to the COUNTY's website or within thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Award Agreement for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest

of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject any or all bids. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the project acceptance. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The COUNTY's Code of Ordinances Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and the County Manager's Policies & Procedures apply to this IFB in their entirety with respect to this IFB.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Award Agreement

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Florida Statute 287.087 and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date of this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date of this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-Contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-Contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. However, the maximum allowable increase shall not exceed four percent (4%).

PRICE REDETERMINATION – FUEL: The Contractor may petition the Purchasing and Contracts Manager or designee for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity “Gasoline - WPU0571” or “#2 diesel fuel - WPU057303” as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the County and the bidder cannot agree on any price re-determination, then the Agreement will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was \$158.73 264.52
- Current PPI is \$264.52 -158.73
- 105.79
- \$105.79 divided by \$158.73 = .666%
- The unit cost of the service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .666 = \$9.32
- New unit price for the product/service is \$109.32

If the Purchasing and Contracts Manager or designee grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price. This clause may be used in addition to any other price re-determination clause in this invitation. If the County and the bidder cannot agree on any price re-determination, then the Agreement will expire without prejudice thirty (30) days after the impasse is reached.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. **F.O.B. POINT:** The F.O.B. point shall be destination. The prices bid

shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor will be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County will issue Release/Purchase Orders on an as needed basis for the supplies or services listed on the Bid Proposal Form.

Part 3

Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response. **The bid must be divided into the following three (3) sections:**

1. SUBMITTALS/FORMS:

Bidder Information – Page #1 of Package

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List regulatory or license agency sanctions within the past 5 years.

Attachment A - Conflict of Interest Statement (Rev. 10/19/11)

Attachment B - Compliance with the Public Records Law (Rev. 8/23/12)

Attachment C - Worker's Compensation Form (Rev. 3/22/12)

Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2011)

Attachment E – Drug Free Work Place (Rev. 2/13/06)

Attachment F - Americans with Disabilities Act Affidavit (Rev. 6/15/01)

2. QUALIFICATIONS AND EXPERIENCE:

Bidder must submit with the bid at least three (3) fence installation and repair contracts or projects successfully completed by the Bidder as a prime and shall include a brief description of the work. These contracts or projects must be comparable and verifiable with location, dates of contract or projects, and amount of work completed per year. Each contract or project must include client information, contact person, telephone number, fax number and a brief summary of the contract information, if applicable. The County intends to verify these contracts or project; these verifications will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's products and services.

3. PRICE BID:

The Bid Proposal shall be submitted on the forms included in the Bid Documents. Prices not submitted on the attached forms shall render the Bid non-responsive.

**Part 4
Price Submittal**

IFB-603176-18/BJC – TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____) _____

E-Mail Address: _____

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Release/Purchase Order and solicitation Documents.

QUANTITY - There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by Seminole County. However, the Contractor shall furnish all required goods and/or services to the County at the stated price, when and if required. The unit costs shall include all costs, including but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- All documentation required for operation.
- Delivery/transportation of unit(s) to the County's delivery address
- Indirect costs, i.e., insurance, etc.
- Indirect labor costs

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	\$	\$
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	\$	\$
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	\$	\$
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	\$	\$
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	\$	\$
6	700-1-50	N	Single Post Sign, Relocate		25	AS	\$	\$
7	700-1-60	N	Single Post Sign, Remove		50	AS	\$	\$
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	\$	\$
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	\$	\$
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	\$	\$
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	\$	\$
Sub- Total Group I								\$

	No.	Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
12	710-11-121	Y	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	\$	\$
13	710-11-122	Y	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	\$	\$
14	710-11-123	Y	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	\$	\$
15	710-11-124	Y	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	\$	\$
16	710-11-125	Y	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	\$	\$
17	710-11-221	Y	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	\$	\$
18	710-11-224	Y	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	\$	\$
19	711-11-190	Y	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	\$	\$
20	711-11-290	Y	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	\$	\$
21	710-11-321	Y	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	\$	\$
22	710-11-421	Y	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	\$	\$
23	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	\$	\$
24	710-11-160-B	Y	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	\$	\$
25	710-11-160-C	Y	Painted Pavement Markings, Standard, White, Message, "MERGE"	F/I	5	EA	\$	\$
26	710-11-160-D	Y	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	\$	\$
27	710-11-160-E	Y	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	\$	\$
28	710-11-160-F	Y	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	\$	\$
29	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	\$	\$

30	710-11-160-H	Y	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	\$	\$
31	710-11-160-J	Y	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	\$	\$
32	710-11-160-K	Y	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	\$	\$
33	710-11-160-L	Y	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	\$	\$
34	710-11-160-M	Y	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	\$	\$
35	710-11-160-N	Y	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	\$	\$
36	710-11-160-P	Y	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	\$	\$
37	710-11-160-Q	Y	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	\$	\$
38	710-11-160-R	Y	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	\$	\$
39	710-11-160-S	Y	Painted Pavement Markings, Standard, White, Symbol, Handicap 5' Ht.	F/I	5	EA	\$	\$
40	710-11-160-T	Y	Painted Pavement Markings, Standard, White, Symbol, Handicap 3' Ht.	F/I	5	EA	\$	\$
41	710-11-170	Y	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	\$	\$
42	710-11-170-A	Y	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	\$	\$
43	710-11-180	Y	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	\$	\$
Sub- Total Group II								\$

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
44	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	\$	\$
45	710-12-122	Y	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	\$	\$
46	710-12-123	Y	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	\$	\$
47	710-12-124	Y	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	\$	\$
48	710-12-125	Y	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	\$	\$
49	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	\$	\$
50	710-12-224	Y	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	\$	\$
51	710-12-190	Y	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	\$	\$
52	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	\$	\$
53	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	\$	\$
54	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	\$	\$
55	710-12-160-A	Y	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$	\$
56	710-12-160-B	Y	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	\$	\$
57	710-12-160-C	Y	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	\$	\$
58	710-12-160-D	Y	Painted Pavement Markings, Durable Paint, White, Message, "YEILD"	F/I	10	EA	\$	\$
59	710-12-160-E	Y	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	\$	\$
60	710-12-160-F	Y	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	\$	\$
61	710-12-160-G	Y	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	\$	\$

62	710-12-160-H	Y	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	\$	\$
63	710-12-160-J	Y	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	\$	\$
64	710-12-160-K	Y	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	\$	\$
65	710-12-160-L	Y	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	\$	\$
66	710-12-160-M	Y	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	\$	\$
67	710-12-160-N	Y	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	\$	\$
68	710-12-160-P	Y	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	\$	\$
69	710-12-160-Q	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	\$	\$
70	710-12-160-R	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	\$	\$
71	710-12-160-S	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Handicap 5' Ht.	F/I	10	EA	\$	\$
72	710-12-160-T	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Handicap 3' Ht.	F/I	5	EA	\$	\$
73	710-12-170	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	\$	\$
74	710-12-170-A	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	\$	\$
75	710-12-180	Y	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	\$	\$
Sub- Total Group III								\$

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
76	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	\$	\$
77	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	\$	\$
78	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	\$	\$
79	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	\$	\$
80	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	\$	\$
81	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	\$	\$
82	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	\$	\$
83	711-11-421	Y	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	\$	\$
84	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	\$	\$
85	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	\$	\$
86	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	\$	\$
87	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YEILD"	F/I	25	EA	\$	\$
88	711-11-160-E	Y	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	\$	\$
89	711-11-160-F	Y	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	\$	\$
90	711-11-160-G	Y	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	\$	\$
91	711-11-160-H	Y	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	\$	\$
92	711-11-160-J	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	\$	\$
93	711-11-160-K	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	\$	\$

94	711-11-160-L	Y	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	\$	\$
95	711-11-160-M	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	\$	\$
96	711-11-160-N	Y	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	\$	\$
97	711-11-160-P	Y	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	\$	\$
98	711-11-160-Q	N	Thermoplastic, Standard, White, Symbol, Helmented Bicyclist	F/I	250	EA	\$	\$
99	711-11-160-R	Y	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	\$	\$
100	711-11-160-S	N	Thermoplastic, Standard, White, Symbol, Handicap 5' Ht.	F/I	25	EA	\$	\$
101	711-11-160-T	Y	Thermoplastic, Standard, White, Symbol, Handicap 3' Ht.	F/I	15	EA	\$	\$
102	711-11-170	M	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	\$	\$
103	711-11-170-A	M	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	\$	\$
104	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	\$	\$
105	711-17	N	Thermoplastic, Remove Existing Thermoplastic Pavement Markings		5,000	LF	\$	\$
106	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	\$	\$
107	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	\$	\$
108	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	\$	\$
109	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	\$	\$
110	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	\$	\$
111	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	\$	\$
112	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	\$	\$
113	711-12-421	Y	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	\$	\$

114	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$	\$
115	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	\$	\$
116	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	\$	\$
117	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	\$	\$
118	711-12-160-E	Y	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	\$	\$
119	711-12-160-F	Y	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	\$	\$
120	711-12-160-G	Y	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	\$	\$
121	711-12-160-H	Y	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	\$	\$
122	711-12-160-J	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	\$	\$
123	711-12-160-K	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	\$	\$
124	711-12-160-L	Y	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	\$	\$
125	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	\$	\$
126	711-12-160-N	Y	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	\$	\$
127	711-12-160-P	Y	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	\$	\$
128	711-12-160-Q	N	Thermoplastic, Refurbishment, White, Symbol, Helmented Bicyclist	F/I	125	EA	\$	\$
129	711-12-160-R	Y	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	\$	\$
130	711-12-160-S	N	Thermoplastic, Refurbishment, White, Symbol, Handicap 5' Ht.	F/I	10	EA	\$	\$
131	711-12-160-T	Y	Thermoplastic, Refurbishment, White, Symbol, Handicap 3' Ht.	F/I	5	EA	\$	\$
132	711-12-170	M	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	\$	\$
133	711-12-170-A	M	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	\$	\$

134	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	\$	\$
Sub- Total Group IV								S

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP V - MISCELLEANOUS								
135	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	\$	\$
136	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	\$	\$
137	527-2-2	Y	Pre-Molded Red Detectabe Warning Mat (Safety Step TD Ramp Up Mat or Equilivent)	F/I	3,500	SF	\$	\$
138	527-3	Y	Remove Existing Detectable Warnings		1,500	SF	\$	\$
139	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	\$	\$
140	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	\$	\$
141	713-103-101	Y	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$	\$
142	713-103-201	Y	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$	\$
143	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	\$	\$
144	999-B	N	Lay-out for Striping	F/I	75,000	LF	\$	\$
145	999-C	N	Lay-out for Symbol	F/I	100	EA	\$	\$
146	999-D	N	Lay-out for Message	F/I	100	EA	\$	\$
147	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	\$	\$
148	999-F	N	Tempory Tape (6" Foil Backed) Roll	F	150	LF	\$	\$
149	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	\$	\$
Sub- Total Group V								\$

ATTACHMENT A
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***IFB-603176-18/BJC – TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

Typed Name of Affiant Title

Sworn to and subscribed before me this _____ **day of** _____, **20**_____.

Personally known _____

OR Produced identification _____ **Notary Public - State of** _____

(Type of identification) **My commission expires** _____

**(Printed typed or stamped
commissioned name of notary public)**

ATTACHMENT B
Compliance with the Public Records Law

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked "**EXEMPT FROM PUBLIC RECORDS LAW**". Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: IFB-603176-18/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Rev. 8/23/12

ATTACHMENT C
Worker's Compensation Form

**WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION**

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that

(name of business entity)

has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____, of _____, a corporation duly authorized to conduct business in the State of Florida, who is personally known to me or who has produced _____ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

Notary Public in and for the County
and State Aforementioned

ATTACHMENT D
W-9 Form

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
-				-					
or									
Employer identification number									
-									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
Drug-Free Workplace Form

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Firm

Date

ATTACHMENT G
Draft Agreement

(Exhibits will be incorporated prior to Contract Execution based on the accepted Bid)

**TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING
AND BRICK TEXTURE SURFACING
(IFB-603176-18/BJC)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all materials, delivery, labor, transportation, coordination and incidentals for roadway markings, striping and brick texture surfacing services for Traffic Engineering; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as

contained in the solicitation package and all addenda to this package. Required materials and services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on August 13, 2018 and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

- (d) The original invoice must be sent to:

Director of County Comptroller's Office
 Seminole County Board of County Commissioners
 Post Office Box 8080
 Sanford, Florida 32772

A copy of the invoice must be sent to:

Traffic Engineering
 140 Bush Loop
 Sanford, Florida 32773

- (e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and

lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD

Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) Contractor shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the

performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Traffic Engineering
 140 Bush Loop
 Sanford, Florida 32773

For CONTRACTOR:

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2018, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/
05/23/18

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

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**FIRST AMENDMENT TO TERM CONTRACT FOR
ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING
(IFB-603176-18/BJC)**

THIS FIRST AMENDMENT is made and entered into this 20th day of AUGUST, 2018 and is to that certain Agreement made and entered into on the 20th day of July, 2018, between FAUSNIGHT STRIPE AND LINE, INC., whose address is 910 Charles Street, Longwood, Florida 32750, in this Amendment referred to as "CONTRACTOR," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on July 20, 2018, to provide all materials, delivery, labor, transportation, coordination, and incidentals for roadway markings, striping, and brick texture surfacing services for the Traffic Engineering Division; and

WHEREAS, the parties desire to amend the Agreement in order to Exhibit A, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the First Agreement as follows:

1. The Fee Schedule portion of Exhibit A to the Agreement is deleted and replaced by the Fee Schedule attached to this First Amendment. The Scope of Services portion of Exhibit A to the Agreement remains unchanged.



2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Sherril L. Rutosky
SHERRI L. RUTOSKY, Secretary
, President

(CORPORATE SEAL)

FAUSNIGHT STRIPE AND LINE, INC.

By: *Phillip J. Fausnight*
PHILLIP J. FAUSNIGHT, President

Date: 8/28/2018

Patricia J. Coble
Witness

PATRICIA J. COBLE
Print Name

Tammy Roberts
Witness

Tammy Roberts
Print Name

SEMINOLE COUNTY, FLORIDA

By: *Ray Hooper*
RAY HOOPER, Purchasing and
Contracts Manager

Date: 8/28/18

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

David A. Shields
County Attorney

DGS/dre
8/27/2018

Attachment:

Exhibit A – Fee Schedule

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IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	\$ 225.00	\$ 4,500.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	\$ 440.00	\$ 2,200.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	\$ 500.00	\$ 2,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	\$ 520.00	\$ 2,600.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	\$ 210.00	\$ 5,250.00
6	700-1-50	N	Single Post Sign, Relocate		25	AS	\$ 80.00	\$ 2,000.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	\$ 50.00	\$ 2,500.00
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	\$ 100.00	\$ 1,000.00
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	\$ 130.00	\$ 2,600.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	\$ 55.00	\$ 1,650.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	\$ 240.00	\$ 6,000.00
Sub- Total Group I								\$ 32,800.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
12	710-11-121	Y	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	\$ 0.22	\$ 5,500.00
13	710-11-122	Y	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	\$ 0.25	\$ 250.00
14	710-11-123	Y	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	\$ 0.50	\$ 2,500.00
15	710-11-124	Y	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	\$ 0.55	\$ 550.00
16	710-11-125	Y	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	\$ 1.60	\$ 1,600.00
17	710-11-131	Y	Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	600	LF	\$ 0.26	\$ 156.00
18	710-11-141	Y	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	\$ 0.30	\$ 90.00
19	710-11-143	Y	Painted Pavement Markings, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	100	LF	\$ 0.58	\$ 58.00
20	711-11-190	Y	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	\$ 0.60	\$ 300.00
21	710-11-221	Y	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	\$ 0.22	\$ 5,500.00
22	710-11-224	Y	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	\$ 0.55	\$ 550.00
23	710-11-231	Y	Painted Pavement Markings, Standard, Yellow, Skip, 6"	F/I	300	LF	\$ 0.26	\$ 78.00
24	710-11-241	Y	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	150	LF	\$ 0.30	\$ 45.00
25	711-11-290	Y	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	\$ 0.60	\$ 900.00
26	710-11-321	Y	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	\$ 0.20	\$ 1,000.00
27	710-11-421	Y	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	\$ 0.40	\$ 400.00
28	710-11-160-A	Y	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	\$ 30.00	\$ 150.00
29	710-11-160-B	Y	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	\$ 40.00	\$ 400.00
30	710-11-160-C	Y	Painted Pavement Markings, Standard, White, Message, "MERGE"	F/I	5	EA	\$ 15.00	\$ 75.00
31	710-11-160-D	Y	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	\$ 10.00	\$ 50.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP II - STANDARD PAINT								
32	710-11-160-E	Y	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	\$ 10.00	\$ 100.00
33	710-11-160-F	Y	Painted Pavement Markings, Standard, White, Message, "TRAIL"	F/I	5	EA	\$ 40.00	\$ 200.00
34	710-11-160-G	Y	Painted Pavement Markings, Standard, White, Message, "XING"	F/I	5	EA	\$ 40.00	\$ 200.00
35	710-11-160-H	Y	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	\$ 10.00	\$ 100.00
36	710-11-160-J	Y	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	\$ 10.00	\$ 50.00
37	710-11-160-K	Y	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	\$ 10.00	\$ 50.00
38	710-11-160-L	Y	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	\$ 50.00	\$ 250.00
39	710-11-160-M	Y	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	\$ 30.00	\$ 150.00
40	710-11-160-N	Y	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	\$ 10.00	\$ 50.00
41	710-11-160-P	Y	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	\$ 50.00	\$ 750.00
42	710-11-160-Q	Y	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	\$ 10.00	\$ 100.00
43	710-11-160-R	Y	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	\$ 10.00	\$ 100.00
44	710-11-160-S	Y	Painted Pavement Markings, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 40.00	\$ 200.00
45	710-11-160-T	Y	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	\$ 10.00	\$ 500.00
46	710-11-160-U	Y	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	\$ 10.00	\$ 500.00
47	710-11-160-V	Y	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	5	EA	\$ 25.00	\$ 125.00
48	710-11-160-W	Y	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 20.00	\$ 100.00
49	710-11-170	Y	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	\$ 50.00	\$ 500.00
50	710-11-170-A	Y	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	\$ 55.00	\$ 550.00
51	710-11-180	Y	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	\$ 12.00	\$ 60.00
Sub- Total Group II								\$ 24,787.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
52	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	\$ 0.26	\$ 13,000.00
53	710-12-122	Y	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	\$ 0.45	\$ 450.00
54	710-12-123	Y	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	\$ 0.65	\$ 13,000.00
55	710-12-124	Y	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	\$ 0.80	\$ 800.00
56	710-12-125	Y	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	\$ 1.80	\$ 4,500.00
57	710-12-131	Y	Painted Pavement Markings, Durable Paint, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	1,200	LF	\$ 0.30	\$ 360.00
58	710-12-141	Y	Painted Pavement Markings, Durable Paint, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	600	LF	\$ 0.34	\$ 204.00
59	710-12-143	Y	Painted Pavement Markings, Durable Paint, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$ 0.73	\$ 109.50
60	710-12-190	Y	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	\$ 0.65	\$ 650.00
61	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	\$ 0.26	\$ 13,000.00
62	710-12-224	Y	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	\$ 0.80	\$ 2,000.00
63	710-12-231	Y	Painted Pavement Markings, Durable Paint, Yellow, Skip, 6"	F/I	600	LF	\$ 0.30	\$ 180.00
64	710-12-241	Y	Painted Pavement Markings, Durable Paint, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	\$ 0.34	\$ 102.00
65	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	\$ 0.65	\$ 1,625.00
66	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	\$ 0.25	\$ 2,500.00
67	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	\$ 0.60	\$ 600.00
68	710-12-160-A	Y	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$ 25.00	\$ 250.00
69	710-12-160-B	Y	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	\$ 30.00	\$ 600.00
70	710-12-160-C	Y	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	\$ 25.00	\$ 250.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
71	710-12-160-D	Y	Painted Pavement Markings, Durable Paint, White, Message, "YIELD"	F/I	10	EA	\$ 20.00	\$ 200.00
72	710-12-160-E	Y	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	\$ 20.00	\$ 300.00
73	710-12-160-F	Y	Painted Pavement Markings, Durable Paint, White, Message, "TRAIL"	F/I	5	EA	\$ 45.00	\$ 225.00
74	710-12-160-G	Y	Painted Pavement Markings, Durable Paint, White, Message, "XING"	F/I	5	EA	\$ 45.00	\$ 225.00
75	710-12-160-H	Y	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	\$ 20.00	\$ 300.00
76	710-12-160-J	Y	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	\$ 20.00	\$ 200.00
77	710-12-160-K	Y	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	\$ 20.00	\$ 200.00
78	710-12-160-L	Y	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	\$ 25.00	\$ 250.00
79	710-12-160-M	Y	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	\$ 25.00	\$ 250.00
80	710-12-160-N	Y	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	\$ 20.00	\$ 100.00
81	710-12-160-P	Y	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	\$ 35.00	\$ 875.00
82	710-12-160-Q	Y	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	\$ 20.00	\$ 200.00
83	710-12-160-R	Y	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	\$ 15.00	\$ 150.00
84	710-12-160-S	Y	Painted Pavement Markings, Durable Paint, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 45.00	\$ 225.00
85	710-12-160-T	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	\$ 15.00	\$ 2,250.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP III - DURABLE PAINT								
86	710-12-160-U	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	\$ 15.00	\$ 2,250.00
87	710-12-160-V	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	\$ 30.00	\$ 300.00
88	710-12-160-W	Y	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 20.00	\$ 100.00
89	710-12-170	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	\$ 40.00	\$ 1,000.00
90	710-12-170-A	Y	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	\$ 50.00	\$ 500.00
91	710-12-180	Y	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	\$ 14.00	\$ 70.00
Sub- Total Group III								\$ 64,350.50

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
92	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	\$ 0.72	\$ 108,000.00
93	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	\$ 1.10	\$ 1,650.00
94	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	\$ 2.05	\$ 41,000.00
95	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	\$ 2.40	\$ 2,400.00
96	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	\$ 4.20	\$ 21,000.00
97	711-11-131	Y	Thermoplastic, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	\$ 0.78	\$ 3,120.00
98	711-11-141	Y	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	\$ 0.84	\$ 1,680.00
99	711-11-143	Y	Thermoplastic, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$ 2.18	\$ 327.00
100	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	\$ 0.68	\$ 102,000.00
101	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	\$ 2.90	\$ 7,250.00
102	711-11-231	Y	Thermoplastic, Standard, Yellow, Skip, 6"	F/I	2,000	LF	\$ 0.78	\$ 1,560.00
103	711-11-241	Y	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	\$ 0.84	\$ 840.00
104	711-11-421	Y	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	\$ 2.50	\$ 1,250.00
105	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	\$ 80.00	\$ 1,600.00
106	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	\$ 105.00	\$ 15,750.00
107	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	\$ 85.00	\$ 2,975.00
108	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YIELD"	F/I	25	EA	\$ 35.00	\$ 875.00
109	711-11-160-E	Y	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	\$ 35.00	\$ 1,750.00
110	711-11-160-F	Y	Thermoplastic, Standard, White, Message, "TRAIL"	F/I	5	EA	\$ 140.00	\$ 700.00
111	711-11-160-G	Y	Thermoplastic, Standard, White, Message, "XING"	F/I	5	EA	\$ 140.00	\$ 700.00
112	711-11-160-H	Y	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	\$ 35.00	\$ 1,750.00
113	711-11-160-J	Y	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	\$ 35.00	\$ 1,750.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
114	711-11-160-K	Y	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	\$ 35.00	\$ 1,750.00
115	711-11-160-L	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	\$ 90.00	\$ 6,750.00
116	711-11-160-M	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	\$ 75.00	\$ 1,500.00
117	711-11-160-N	Y	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	\$ 30.00	\$ 450.00
118	711-11-160-P	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	\$ 110.00	\$ 8,250.00
119	711-11-160-Q	Y	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	\$ 30.00	\$ 450.00
120	711-11-160-R	Y	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	\$ 25.00	\$ 375.00
121	711-11-160-S	N	Thermoplastic, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 160.00	\$ 800.00
122	711-11-160-T	N	Thermoplastic, Standard, White, Symbol, Helmeted Bicyclist	F/I	250	EA	\$ 125.00	\$ 31,250.00
123	711-11-160-U	Y	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	\$ 62.00	\$ 15,500.00
124	711-11-160-V	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	25	EA	\$ 50.00	\$ 1,250.00
125	711-11-160-W	Y	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	15	EA	\$ 40.00	\$ 600.00
126	711-11-170	M	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	\$ 68.00	\$ 5,100.00
127	711-11-170-A	M	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	\$ 72.00	\$ 3,600.00
128	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	\$ 10.00	\$ 200.00
129	711-17	N	Thermoplastic, Remove Exist. Thermoplastic Pavement Markings		5,000	LF	\$ 1.50	\$ 7,500.00
130	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	\$ 0.56	\$ 84,000.00
131	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	\$ 0.90	\$ 1,350.00
132	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	\$ 1.90	\$ 38,421.80
133	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	\$ 2.50	\$ 3,750.00
134	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	\$ 3.60	\$ 27,000.00
135	711-12-131	Y	Thermoplastic, Refurbishment, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	\$ 0.62	\$ 2,480.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
136	711-12-141	Y	Thermoplastic, Refurbishment, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	\$ 0.80	\$ 1,600.00
137	711-12-143	Y	Thermoplastic, Refurbishment, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$ 2.03	\$ 304.50
138	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	\$ 0.55	\$ 82,500.00
139	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	\$ 2.70	\$ 9,450.00
140	711-12-231	Y	Thermoplastic, Refurbishment, Yellow, Skip, 6"	F/I	2,000	LF	\$ 0.61	\$ 1,220.00
141	711-12-241	Y	Thermoplastic, Refurbishment, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	\$ 0.80	\$ 800.00
142	711-12-421	Y	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	\$ 2.50	\$ 1,250.00
143	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$ 60.00	\$ 600.00
144	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	\$ 110.00	\$ 2,750.00
145	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	\$ 60.00	\$ 900.00
146	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	\$ 20.00	\$ 200.00
147	711-12-160-E	Y	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	\$ 20.00	\$ 1,000.00
148	711-12-160-F	Y	Thermoplastic, Refurbishment, White, Message, "TRAIL"	F/I	5	EA	\$ 110.00	\$ 550.00
149	711-12-160-G	Y	Thermoplastic, Refurbishment, White, Message, "XING"	F/I	5	EA	\$ 110.00	\$ 550.00
150	711-12-160-H	Y	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	\$ 20.00	\$ 1,000.00
151	711-12-160-J	Y	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	\$ 20.00	\$ 500.00
152	711-12-160-K	Y	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	\$ 20.00	\$ 500.00
153	711-12-160-L	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	\$ 60.00	\$ 3,000.00
154	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	\$ 45.00	\$ 450.00
155	711-12-160-N	Y	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	\$ 20.00	\$ 200.00
156	711-12-160-P	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	\$ 110.00	\$ 5,500.00
157	711-12-160-Q	Y	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	\$ 20.00	\$ 200.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP IV - THERMOPLASTIC								
158	711-12-160-R	Y	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	\$ 20.00	\$ 200.00
159	711-12-160-S	N	Thermoplastic, Refurbishment, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 130.00	\$ 650.00
160	711-12-160-T	N	Thermoplastic, Refurbishment, White, Symbol, Helmeted Bicyclist	F/I	125	EA	\$ 60.00	\$ 7,500.00
161	711-12-160-U	Y	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	\$ 15.00	\$ 1,875.00
162	711-12-160-V	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	\$ 25.00	\$ 250.00
163	711-12-160-W	Y	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 20.00	\$ 100.00
164	711-12-170	M	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	\$ 64.00	\$ 4,800.00
165	711-12-170-A	M	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	\$ 68.00	\$ 5,100.00
166	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	\$ 15.00	\$ 375.00
167	711-14-660	Y	Thermoplastic, Preformed, Multi-Color Route Shield	F/I	2	EA	\$ 1,970.00	\$ 3,940.00
Sub-Total Group IV								\$ 792,068.30

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP V - MISCELLEANOUS								
168	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	\$ 135.00	\$ 337,500.00
169	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	\$ 15.00	\$ 52,500.00
170	527-2-2	Y	Pre-Molded Red Detectable Warning Mat (Safety Step TD Ramp Up Mat or Equilivent)	F/I	3,500	SF	\$ 22.00	\$ 77,000.00
171	527-3	Y	Remove Existing Detectable Warnings		1,500	SF	\$ 5.00	\$ 7,500.00
172	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	\$ 3.00	\$ 75,000.00
173	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	\$ 0.20	\$ 2,000.00
174	713-103-101	Y	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$ 2.90	\$ 7,250.00
175	713-103-201	Y	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$ 2.90	\$ 7,250.00
176	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	\$ 12.00	\$ 1,800.00
177	999-B	N	Lay-out for Striping	F/I	75,000	LF	\$ 0.09	\$ 6,750.00
178	999-C	N	Lay-out for Symbol	F/I	100	EA	\$ 16.00	\$ 1,600.00
179	999-D	N	Lay-out for Message	F/I	100	EA	\$ 15.00	\$ 1,500.00
180	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	\$ 0.03	\$ 900.00
181	999-F	N	Temporary Tape (6" Foil Backed) Roll	F	150	LF	\$ 2.00	\$ 300.00
182	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	\$ 10.00	\$ 1,500.00
183	999-H	Y	Small Project Minimum Charge (Job Quantities < \$850.00)		5	LS	\$ 850.00	\$ 4,250.00
Sub- Total Group V								\$ 584,600.00

IFB-603176-18/BJC
Roadway Markings, Striping and Brick Texture Surfacing
1st Amendment

Group Totals	Original Contract	1st Amendment	Total
GROUP I - SIGNING / DELINEATORS	\$ 32,800.00	\$ -	\$ 32,800.00
GROUP II - STANDARD PAINT	\$ 23,760.00	\$ 1,027.00	\$ 24,787.00
GROUP III - DURABLE PAINT	\$ 62,720.00	\$ 1,630.50	\$ 64,350.50
GROUP IV - THERMOPLASTIC	\$ 680,246.80	\$ 21,821.50	\$ 702,068.30
GROUP V - MISCELLEANOUS	\$ 580,350.00	\$ 4,250.00	\$ 584,600.00
TOTAL: GROUP I- V	\$ 1,379,876.80	\$ 28,729.00	\$ 1,408,605.80

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: February 6, 2020 **Meeting Date:** February 13, 2020

Subject: 14180 W Colonial Drive
Grill & Chill - Site Plan Approval
PARCEL ID# 27-22-27-9140-01-000

Issue: The applicant is requesting Site Plan approval for a single-story restaurant with associated site improvements on a property located on West Colonial Drive in the West Market Planned Commercial Development.

Discussion:
The subject property is a 0.99 +/- acre parcel that is zoned PCD (Planned Commercial Development). The applicant is requesting site plan approval to allow the construction of a new 2,612 sq. ft. single story restaurant with drive-thru. The proposed project also includes associated site elements such as sidewalks, parking areas, and landscaping.

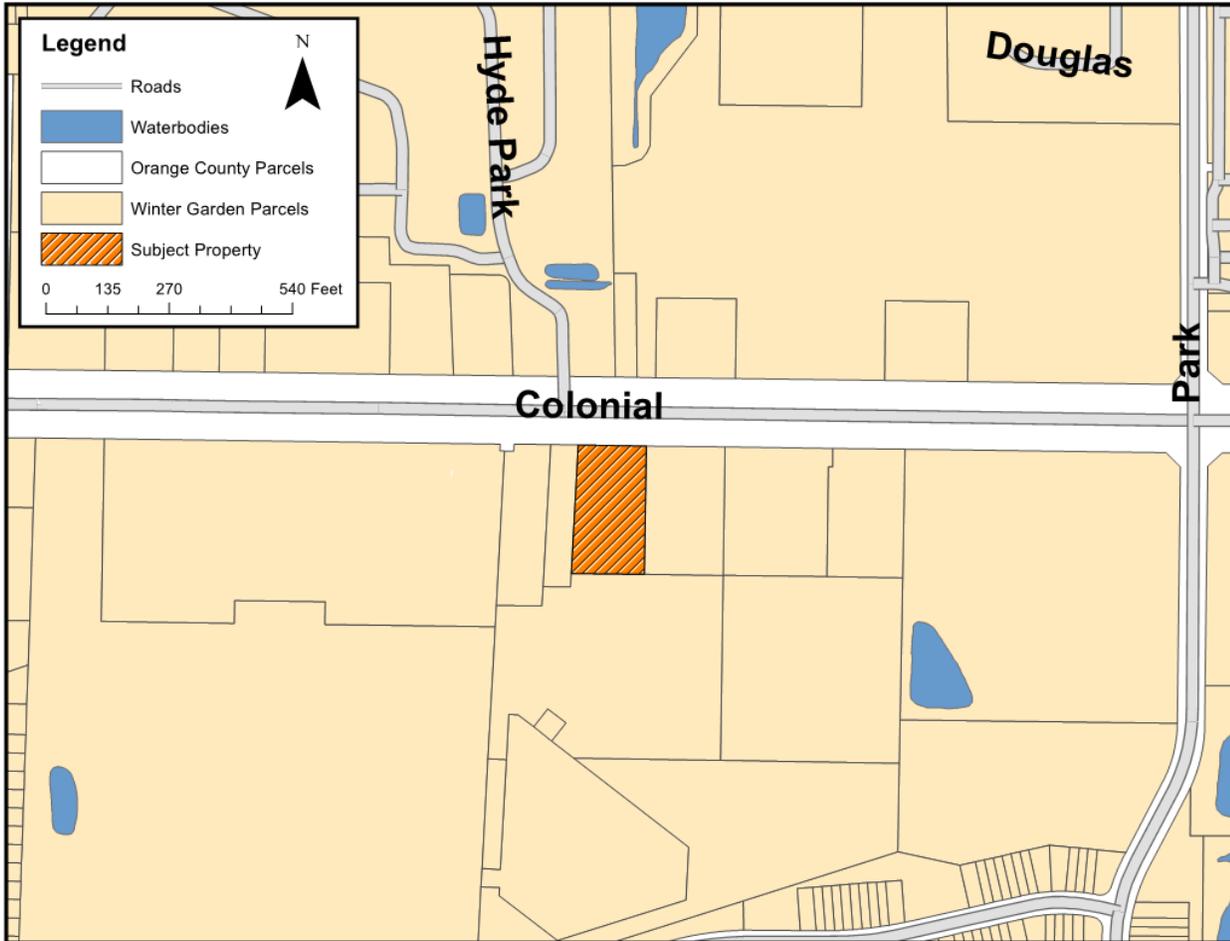
Recommended Action:
Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated February 5, 2020. Development of the property with a single-story restaurant is consistent with the City's Comprehensive Plan & with the property's PCD zoning requirements.

Attachment(s)/References:
Location Map
DRC Comments
Site Plan and Elevations

Location Map

Grill & Chill – Site Plan Approval

14180 W Colonial Drive



EROSION CONTROL NOTES

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH LOCAL CITY/COUNTY AND WATER MANAGEMENT DISTRICT SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONAL CHANGES.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- ALL AREAS AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF LOCAL SPECIFICATIONS.
- THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL KEEP ANY AND ALL SAND, SILT OR OTHER DEBRIS FROM MOVING OFF-SITE. USE AND MAINTAIN SILT FENCE JUST INSIDE THE LIMITS OF CONSTRUCTION.
- CONTRACTOR SHALL BLOCK INTRUSION OF SAND, SILT OR OTHER DEBRIS INTO ANY DRAINAGE OR SANITARY SEWER STRUCTURE OR PIPING ON OR ADJACENT TO THE SITE.
- ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
- FOR ADDITIONAL INFORMATION AND DETAILS, SEE F.D.O.T. INDEX NO. 102.
- UNLESS SPECIFIED, SILT FENCES MAY BE USED IN LIEU OF SYNTHETIC BARRIERS.
- ADDITIONAL POSTS AND RAILS MAY BE NECESSARY TO SECURE AND SUPPORT BARRIERS.
- ADDITIONAL BARRIER LENGTHS MAY BE REQUIRED BY THE GOVERNING JURISDICTION OR BY OTHER REGULATORY AGENCIES.
- FILTER FABRIC MUST BE INSTALLED UNDER ALL INLET GRATES, AT ALL TIMES WHEN INLETS ARE NOT PROTECTED BY SILT FENCE OR SYNTHETIC BALES/WATTLES, UNTIL THE LIMEROCK BASE IS FINISHED AND PRIMED.

CITY OF WINTER GARDEN NOTES:

- ALL DENSITIES IN UTILITY AND STORM TRENCHES SHALL BE 98% MAXIMUM DENSITY (AASHTO T-180)
- ALL SANITARY SEWERS AND STORM SEWERS SHALL BE VIDED INSPECTED BEFORE PAVING AND AGAIN PRIOR TO THE END OF THE ONE YEAR WARRANTY PERIOD.
- ALL SANITARY AND STORM SEWERS WITH LESS THAN 5' OF COVER SHALL BE VIDED INSPECTED AFTER BASE INSTALLATION.
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH THE CITY OF WINTER GARDEN REQUIREMENTS (AVAILABLE ON LINE).
- ALL STORM (-12") AND SANITARY (-6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- ANY DAMAGED, CRACKED OR BROKEN SIDEWALKS OR CURBS SHALL BE REPLACED PRIOR TO FINAL COMPLETION.
- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE PVC SDR 26. NO DIP WILL BE ALLOWED IN ANY PORTION OF THE SANITARY SEWER SYSTEM.
- ALL CONSTRUCTION SHALL BE 98% OF THE MODIFIED PROCTOR MAX. DENSITY PER AASHTO T-180.
- WARRANTY PERIOD FOR ANY PUBLIC IMPROVEMENTS SHALL BE FOR 2 YEARS FROM THE CERTIFICATE OF COMPLETION ISSUANCE.

GENERAL NOTES

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS AND THESE PLANS PRIOR TO THE START OF CONSTRUCTION. ANY CONFLICTS BETWEEN CONDITIONS IN THE FIELD AND THESE PLANS SHALL BE REPORTED TO THE ENGINEER OF RECORD AT ONCE.

- A. GENERAL**
- ALL INFRASTRUCTURE AND IMPROVEMENTS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE LOCAL JURISDICTION AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
 - SITE LOCATION: DIARY QUEEN, STATE ROAD 50, WINTER GARDEN, FLORIDA.
 - THIS SITE LIES IN FLOOD ZONE X, BASED ON FLOOD INSURANCE RATE MAP No. 12095C0215F, COMMUNITY No.120187, CITY OF WINTER GARDEN, FLORIDA. EFFECTIVE SEPTEMBER 25, 2009.
 - BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY BY ACCURIGHT SURVEYS OF ORLANDO, INC. 2012 E. ROBINSON STREET, ORLANDO, FLORIDA 32803 PH. 407-894-6314.
 - BENCHMARK – REFER TO BOUNDARY, TOPOGRAPHIC AND TREE SURVEY BY ACCURIGHT SURVEYS OF ORLANDO, INC. SEE NOTE 4. ABOVE.
 - SITE GEOTECHNICAL INVESTIGATION PERFORMED BY UNIVERSAL ENGINEERING SCIENCES. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, ACCURACY AND COMPLETENESS OF THEIR WORK. **THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL ENGINEER'S REPORT FOR THIS SITE AND COMPLY WITH RECOMMENDATIONS CONTAINED THEREIN.** IF ADDITIONAL SERVICES ARE REQUIRED, THE CONTRACTOR SHALL MAKE A REQUEST TO THE OWNER.
 - CONTRACTOR SHALL PROVIDE AND INSTALL EROSION CONTROL DEVICES (SILT FENCE OR OTHER METHODS) AT LIMITS OF CONSTRUCTION AND AROUND EACH STORM INLET PRIOR TO CONSTRUCTION, AND SHALL MAINTAIN SAID EROSION CONTROL DEVICES DURING CONSTRUCTION, ALL IN CONFORMANCE WITH CURRENT LOCAL, COUNTY AND STATE CRITERIA.
 - THE SITE SHALL BE CLEARED AS MAY BE NOTED ON THE PLANS, OF ALL OBSTRUCTIONS AND DELETERIOUS MATERIAL, SUCH AS FENCES, WALLS, FOUNDATIONS, LOGS, SHRUBS, BRUSH, WEEDS, OTHER VEGETATION, AND ACCUMULATION OF RUBBISH OF WHATEVER NATURE. OFF-SITE DISPOSAL, INCLUDING ANY HAZARDOUS MATERIAL ENCOUNTERED, SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DESIGN CHANGES WHICH HE MAY INCORPORATE INTO THE PLANS WITHOUT PRIOR WRITTEN CONSENT AND/OR APPROVAL FROM THE OWNER AND THE ENGINEER.**
 - THE CONTRACTOR SHALL COORDINATE ALL WORK WITHIN STATE HIGHWAY 50 RIGHT-OF-WAY WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.
 - THE CONTRACTOR SHALL RESTORE OFF-SITE AREAS TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - ALL DISTURBED AREAS SHALL BE SODDED.
 - AT LEAST 30 DAYS PRIOR TO ANTICIPATED COMPLETION OF SITE CONSTRUCTION, THE FINAL CERTIFICATION PROCESS WILL BEGIN. THE CONTRACTOR SHALL PROVIDE DOCUMENTS AND INFORMATION, IN A TIMELY MANNER, TO ENGINEER, INCLUDING, WITHOUT LIMITATION:
 - SURVEYED "AS-BUILTS" MEETING THE REQUIREMENTS OF THE LOCAL JURISDICTION.
 - COMPACTION AND DENSITY TEST REPORTS, AND
 - PRESSURE TESTING AND BACTERIOLOGICAL TESTING RESULTS, AS REQUIRED, FOR WATER DISTRIBUTION AND/OR WASTEWATER COLLECTION/TRANSMISSION SYSTEMS.

THE CONTRACTOR SHALL HAVE TWO (2) SETS OF AS-BUILT PLANS, SIGNED AND SEALED BY SURVEYOR OF RECORD, ON SITE THE DAY OF THE CIVIL ENGINEERING FINAL PUNCH LIST INSPECTION. THE GENERAL CONTRACTOR IS TO GIVE THE TWO AS-BUILT PLANS TO THE REPRESENTATIVE FROM Z DEVELOPMENT SERVICES COMPLETING THE INSPECTION. IF ANY DEFICIENCIES ARE NOTED, ONE SET OF RED-LINED AS-BUILT PLANS WILL BE GIVEN TO THE GC FOR REVISIONS TO BE MADE. REVISED AS-BUILTS WILL NEED TO BE FORWARDED TO THE ENGINEER BEFORE ANY CERTIFICATIONS CAN BE INITIATED.

- ALL TRAFFIC CONTROL DEVICES, EQUIPMENT AND INSTALLATION SHALL MEET THE REQUIREMENTS OF THE LOCAL JURISDICTION AND/OR FLORIDA DEPARTMENT OF TRANSPORTATION.
- VEHICLE PARKING SPACES SHALL CONFORM WITH LOCAL CODE. ACCESSIBLE PARKING SPACES AND ACCESS ROUTES SHALL FURTHER CONFORM WITH CURRENT ADA REQUIREMENTS.
- HANDICAP PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM WITH CURRENT ADA REQUIREMENTS AND LOCAL ORDINANCE.
- LANDSCAPE SHALL BE TRIMMED TO ENSURE SIGHT VISIBILITY OF TRAFFIC CONTROL DEVICES.
- ALL PAVEMENT IS DIMENSIONED TO FACE OF CURB.
- ALL BUILDING DIMENSIONS AND TIES ARE TO FACE OF BUILDING. SEE ARCHITECTURAL PLANS.
- ALL PARKING LOT CURB RETURN RADII ARE 5' UNLESS OTHERWISE NOTED.

UTILITY NOTES

PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES, INCLUDING WITHOUT LIMITATION POTABLE WATER, RECLAIMED WATER, SANITARY SEWER, AND SERVICE UTILITIES, AT POINTS OF CONNECTION, POINTS OF CROSSING, AND/OR POTENTIAL CONFLICT. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS.

- A. GENERAL**
- THE LOCATIONS OF EXISTING UTILITIES, SUCH AS WATER MAINS, SEWERS, GAS LINES, ETC., SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER AND OWNER ASSUME NO LIABILITY FOR ACCURACY AND COMPLETENESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION OR DEMOLITION AND TO HAVE THEIR FACILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK.
 - DUE TO GRAPHIC LIMITATIONS OF THE DRAWING SCALE, ALL STORM SEWER, DRAINAGE, WATER AND SANITARY SEWER MAINS, SERVICES, LATERALS, CONNECTIONS, AND APPURTENANCES DEPICTED HEREIN – UNLESS OTHERWISE LOCATED BY DIMENSIONS – REFLECT SCHEMATIC LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL LOCATIONS DURING THE CONSTRUCTION AND INSTALLATION OF THE PROPOSED IMPROVEMENTS, INCLUDING ANY REQUISITE COORDINATION WITH THE RESPECTIVE GOVERNING AGENCY/UTILITY PROVIDER.
 - ALL WATER AND SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF CITY OF WINTER GARDEN, AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
 - CONTRACTOR SHALL INSPECT PIPING AND MATERIALS BEFORE INSTALLATION TO DETECT APPARENT DEFECTS. MARK DEFECTIVE MATERIALS WITH WHITE PAINT AND PROMPTLY REMOVE FROM SITE.
 - LAY SEWER PIPING BEGINNING AT LOW POINT OF SYSTEM (CONNECTION TO OFF-SITE SYSTEM OR PUMP STATION), TRUE TO GRADES AND ALIGNMENT INDICATED WITH UNBROKEN CONTINUITY OF INVERTS. PLACE BELL ENDS OR GROOVE ENDS OF PIPING FACING UPSTREAM.
 - CLEAR INTERIOR OF PIPE OF DIRT AND OTHER SUPERFLUOUS MATERIAL AS WORK PROGRESSES. MAINTAIN SWAB OR DRAG IN LINE AND PULL PAST EACH JOINT AS IT IS COMPLETED. PLACE PLUGS IN ENDS OF UNCOMPLETED CONDUIT WHENEVER WORK STOPS.
 - MAINTAIN 36" COVER OVER MAINS, AND 36" OVER SERVICES/LATERALS UNLESS OTHERWISE NOTED.
 - WHEN PROPOSED CONSTRUCTION OCCURS AT EXISTING MANHOLES, INLETS, VAULTS, AND OTHER STRUCTURES, THE CONTRACTOR SHALL MODIFY THE STRUCTURES, FRAMES, AND GRATES TO MEET THE PROPOSED GRADES UNLESS OTHERWISE DIRECTED.
 - INSTALL CONTINUOUS LOCATOR TAPE/WIRE, LOCATED DIRECTLY OVER POTABLE WATER MAINS AND SANITARY SEWER MAINS AT 6" TO 8" ABOVE PIPE.
 - WHERE APPLICABLE, UTILITY TRENCHES CROSSING PAVEMENT AREAS SHALL BE BACK FILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH A.A.S.H.T.O. – T-99.
 - CONTRACTOR SHALL PROVIDE SLEEVES FOR IRRIGATION LINES AND SITE LIGHTING UNDER PAVEMENT. COORDINATE WITH GENERAL CONTRACTOR.
 - ALL TRENCHES EXCAVATED FOR THE PURPOSES OF UTILITY/STORM INSTALLATION SHALL BE KEPT DRY FOR THE DURATION OF UTILITY/STORM CONSTRUCTION. DEWATERING OF UTILITY/STORM TRENCHES MAY BE REQUIRED TO PREVENT FLOATATION OF UTILITY/STORM PIPES DURING INSTALLATION.
 - THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONSTRUCTION IS COMPLETE FOR WATER, WASTEWATER AND STORMWATER SYSTEMS SO TIMELY CERTIFICATIONS MAY BE INITIATED. **SATISFACTORY BACTERIOLOGICAL TEST RESULTS, PRESSURE TEST RESULTS, AND AN AS BUILT SURVEY SHALL BE SUBMITTED TO ENGINEER PRIOR TO FINAL CERTIFICATION.**
 - SUITABLE COUPLINGS COMPLYING WITH ASTM SPECIFICATIONS ARE REQUIRED FOR JOINING DISSIMILAR MATERIALS.
 - DEFLECTION TESTS ARE REQUIRED FOR ALL FLEXIBLE PIPE. TESTING REQUIREMENTS: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING A RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

- B. MATERIALS (WATER)**
- SERVICE PIPE SHALL BE POLYETHYLENE (PE) TUBING, DR9 MINIMUM.
 - WATER MAINS SHALL BE PVC ASTM C900, DR 14 WITH INTEGRAL BELLS AND ELASTOMERIC JOINTS PER ASTM C3139 AND GASKETS PER ASTM F477.
 - DUCTILE IRON PIPE (D.I.P.), IF REQUIRED, SHALL CONFORM TO ANSI/AWWA A2151/IC151, CLASS 50 (MIN.) PIPE FOR ALL SIZES.
 - CORPORATION STOPS SHALL BE BRASS, SIZED TO MATCH THE TAP DIAMETER, EQUIPPED WITH CONNECTIONS COMPATIBLE WITH SERVICE PIPE AND THREADED IN ACCORDANCE WITH SPECIFICATIONS IN AWWA C800. CURB STOPS SHALL BE SIZED TO MATCH THE METER SIZE AND CONFORM WITH AWWA C800 AND AWWA C901.
 - FITTINGS SHALL BE BRASS, CAST AND MACHINED IN ACCORDANCE WITH AWWA C800 AND AWWA C901, WITH COMPATIBLE PIPE CONNECTIONS.
 - TAPPING SADDLES SHALL BE USED FOR ALL SERVICE LINE TAPS. SERVICE SADDLES SHALL BE DOUBLE STRAP, ANCHORED BY A MINIMUM FOUR (4) BOLT PATTERN ON A DUCTILE IRON SADDLE BODY. FOR PVC PIPE, DOUBLE STRAPS SHALL BE CORROSION RESISTANT ALLOY STEEL, SIZED EXACTLY TO THE PIPE OUTSIDE DIAMETER. SEALING GASKETS SHALL BE BUNA-N RUBBER.

- C. MATERIALS (SEWER)**
- ALL GRAVITY SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE PIPE (PVC) CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.
 - ALL FITTINGS AND ACCESSORIES SHALL BE MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR PRIOR-APPROVED EQUAL.
 - BEDDING AND INITIAL BACK FILL OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER.
- D. MATERIALS (STORM)**
- REINFORCED CONCRETE PIPE (RCP) Q-RING PIPE SHALL CONFORM TO ASTM C 76 (CLASS III, UNLESS OTHERWISE SPECIFIED) AND AASHTO M 710 STANDARD SPECIFICATIONS, AND ASTM C 443 STANDARD SPECIFICATION FOR JOINTS FOR RCP USING RUBBER GASKETS.
 - ELLIPTICAL RCP SHALL CONFORM TO ASTM C 507 (CLASS III) AND AASHTO M 207 STANDARD SPECIFICATIONS.
 - PVC STORM SEWER PIPE (12" OR LESS) AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE PIPE (PVC) CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.

UTILITY NOTES CONTINUED

- POLYPROPYLENE COMPOUND FOR PIPE AND FITTING PRODUCTION SHALL BE IMPACT MODIFIED COPOLYMER MEETING MATERIAL REQUIREMENTS OF ASTM F2736, SECTION 4, ASTM F2881, SECTION 5 AND AASHTO MP-21-11, SECTION 6.1, FOR THE RESPECTIVE DIAMETERS.
- PIPE REQUIREMENTS ARE AS FOLLOWS: 12 INCH THROUGH 30 INCH PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS AND MEET OR EXCEED ASTM F2736 AND AASHTO MP-21-11. 36 INCH AND 48 INCH PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS AND MEET OR EXCEED ASTM F2881 AND AASHTO MP-21-11.
- PIPE SHALL BE JOINED WITH A GASKET INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM F2736 AND F 2881, FOR THE RESPECTIVE DIAMETERS. 12 INCH THROUGH 48 INCH SHALL BE WATERTIGHT ACCORDING TO THE REQUIREMENTS OF ASTM D3212. 12 INCH THROUGH 48 INCH SHALL HAVE A REINFORCED BELL WITH A POLYMER COMPOSITE BAND INSTALLED BY THE MANUFACTURER. SPIGOTS SHALL HAVE GASKETS MEETING THE REQUIREMENTS OF ASTM F477. GASKET SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE PROTECTIVE WRAP. A JOINT LUBRICANT AVAILABLE FROM THE MANUFACTURER SHALL BE USED ON THE GASKET AND BELL DURING ASSEMBLY.
- TO ASSURE WATER TIGHTNESS, FIELD PERFORMANCE VERIFICATION MAY BE ACCOMPLISHED BY TESTING IN ACCORDANCE WITH ASTM F4287. CONTACT THE MANUFACTURER FOR RECOMMENDED LEAKAGE RATE.
- INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321 AND THE PIPE MANUFACTURER'S RECOMMENDED INSTALLATION GUIDELINES. ASTM D2321 IS A WIDELY ACCEPTED METHOD FOR INSTALLATION OF THERMOPLASTIC PIPE. IT IS CRITICAL THE ENGINEER REQUIRE THAT ALL SECTIONS OF THE SECTION BE ADHERED TO AND TO REALIZE THE BEGINNER IS ULTIMATELY RESPONSIBLE FOR ALL ASPECTS OF THE SOIL/PIPE SYSTEM PERFORMANCE. CLASS I BACKFILL SHALL BE USED FOR ALL HIGH DENSITY POLYETHYLENE PIPE INSTALLED WITHIN THE CITY OF WINTER GARDEN. WATER STOP GASKETS SHALL BE INSTALLED AT ALL STRUCTURES PER THE MANUFACTURERS GUIDELINES. ONLY NON-SHRINK GROUT SHALL BE USED WHEN CONNECTING TO DRAINAGE STRUCTURES. NO PIPE JOINTS SHALL BE PERMITTED UNDER THE ROADWAY WITHIN RESIDENTIAL SUBDIVISIONS. ALL ROAD CROSSING WITHIN RESIDENTIAL SUBDIVISIONS SHALL BE CONSTRUCTED SUCH THAT A CONTINUOUS LENGTH OF PIPE SPANS THE DISTANCE BETWEEN DRAINAGE STRUCTURES.
- ANY CONTRACTOR INSTALLING HDPE PIPE WITHIN THE CITY OF WINTER GARDEN SHALL BE CERTIFIED BY THE PIPE MANUFACTURER AS QUALIFIED TO INSTALL SAID PIPING MATERIAL. A COPY OF THE CERTIFICATION MUST BE PRESENTED TO THE CITY PRIOR TO THE ISSUANCE OF THE SITE PERMIT.

UTILITY SEPARATION NOTES

- NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
- NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY - OR PRESSURE - TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

UTILITY DISINFECTING & TESTING NOTES

WATER MAINS THAT ARE INCLUDED IN THIS PROJECT THAT WILL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C605. ALL OTHER WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

LEAKAGE TESTS ARE REQUIRED AS FOLLOWS: 1) THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE PIPE, 2) EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; 3) AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C 828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1477 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.

DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651 DISINFECTING WATER MAINS. **SATISFACTORY BACTERIOLOGICAL TEST RESULTS SHALL BE SUBMITTED TO ENGINEER PRIOR TO FINAL CERTIFICATION.**

THE CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT THE ACTIVE EXISTING MAIN FROM BACKFLOW CONTAMINATION DURING FILLING, FLUSHING, AND TESTING OF THE NEW MAIN, AS SPECIFIED IN AWWA C651-92.

CONTRACTOR SHALL UTILIZE A JUMPER CONNECTION DURING WATER MAIN TESTING. ALTERNATE TYPES OF BACKFLOW PREVENTION MAY BE UTILIZED AS APPROVED BY INSPECTION STAFF AND ENGINEER.

GC NOTE:
A COPY OF SHEET C0 SHALL BE PROVIDED TO ALL BIDDERS AND SUB-CONTRACTORS

SITE DATA

SITE AREA	40,188 SF (0.923 AC)
PERVIOUS AREA	13,007 SF (0.298 AC) 32.4%
IMPERVIOUS AREA	27,181 SF (0.624 AC) 67.6%
$\left. \begin{array}{l} 2,612 \text{ SF} \\ 484 \text{ SF} \end{array} \right\} (6.5\%)$	
BUILDING AREA FREEZER, COOLER & DRY STORAGE	2,612 SF (6.5%)
TOTAL	3,076 SF (7.6%)
PAVEMENT	24,105 SF (60%)
ZONING	C2 COMMERCIAL
BUILDING HEIGHT	20'-6" (MAX.)
BUILDING SETBACKS	REQUIRED PROVIDED
SIDE (WEST)	20 FT 81.9 FT
FRONT (NORTH)	40 FT 73.7 FT
REAR (SOUTH)	20 FT 82.5 FT
SIDE (EAST)	10 FT 29.5 FT
LANDSCAPE BUFFER	
SIDE (WEST)	10 FT 10 FT
FRONT (NORTH)	25 FT 25 FT
REAR (SOUTH)	10 FT 10 FT
SIDE (EAST)	5 FT 5 FT
PARKING REQUIRED	
ONE (1) SPACE FOR EACH FOUR SEATS + ONE SPACE FOR EACH THREE EMPLOYEES	
72 SEATS/4 + 1 SPACE x 8/3 EMPLOYEES = 18 + 2.7 = 20.7 = 21 SPACES	
PARKING PROVIDED	
REGULAR HANDICAP	31 SPACES 2 SPACES
TOTAL	33 SPACES
BIKE RACK	
REQUIRED	1 BICYCLE SPACE FOR EVERY 500 S.F. OF GFA 2,612 S.F. FLOOR AREA / 500 S.F. = 5.22
PROVIDED	6 BICYCLE SPACES

LEGEND

	PROPOSED
PROPOSED CONTOUR	73.50
MEET EXISTING GRADE	MEG
EDGE OF PAVEMENT	EOP
SIDEWALK	SW
GRADE BREAK	GB
BUILDING SETBACK LINE	BSL
LANDSCAPE BUFFER	LSB
PROPERTY LINE	PL
SPOT ELEVATION	12.55
DIRECTION OF FLOW AND PERCENT SLOPE	1.0%
STORM SEWER & INLET	
DOWNSPOUT DRAIN	
SANITARY SEWER & MANHOLE	
GAS SERVICE	
CLEANOUT	
WATER SERVICE	
GREASE LINE	
UNDERGROUND TELEPHONE	
UNDERGROUND ELECTRIC	
FORCEMAIN SERVICE	
FIRE HYDRANT	
WATER METER	
BACKFLOW PREVENTION DEVICE	
GATE VALVE	
REDUCER	
SITE LIGHTING	
TRANSFORMER	
AIR CONDITIONING UNIT	
PARKING SPACE TOTALS	
DETAIL NUMBER	
SHEET NUMBER	
6" CURBING WITH DIMENSION (TO FACE OF CURB U.N.O.)	

Z DEVELOPMENT
s e r v i c e s
CA 29354

708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803

DATE	REVISION
06-06-18 <td>QTY COMMENTS</td>	QTY COMMENTS

ROBERT ZIEGENFELS, P.E., LEED AP
FL REG. # 56752

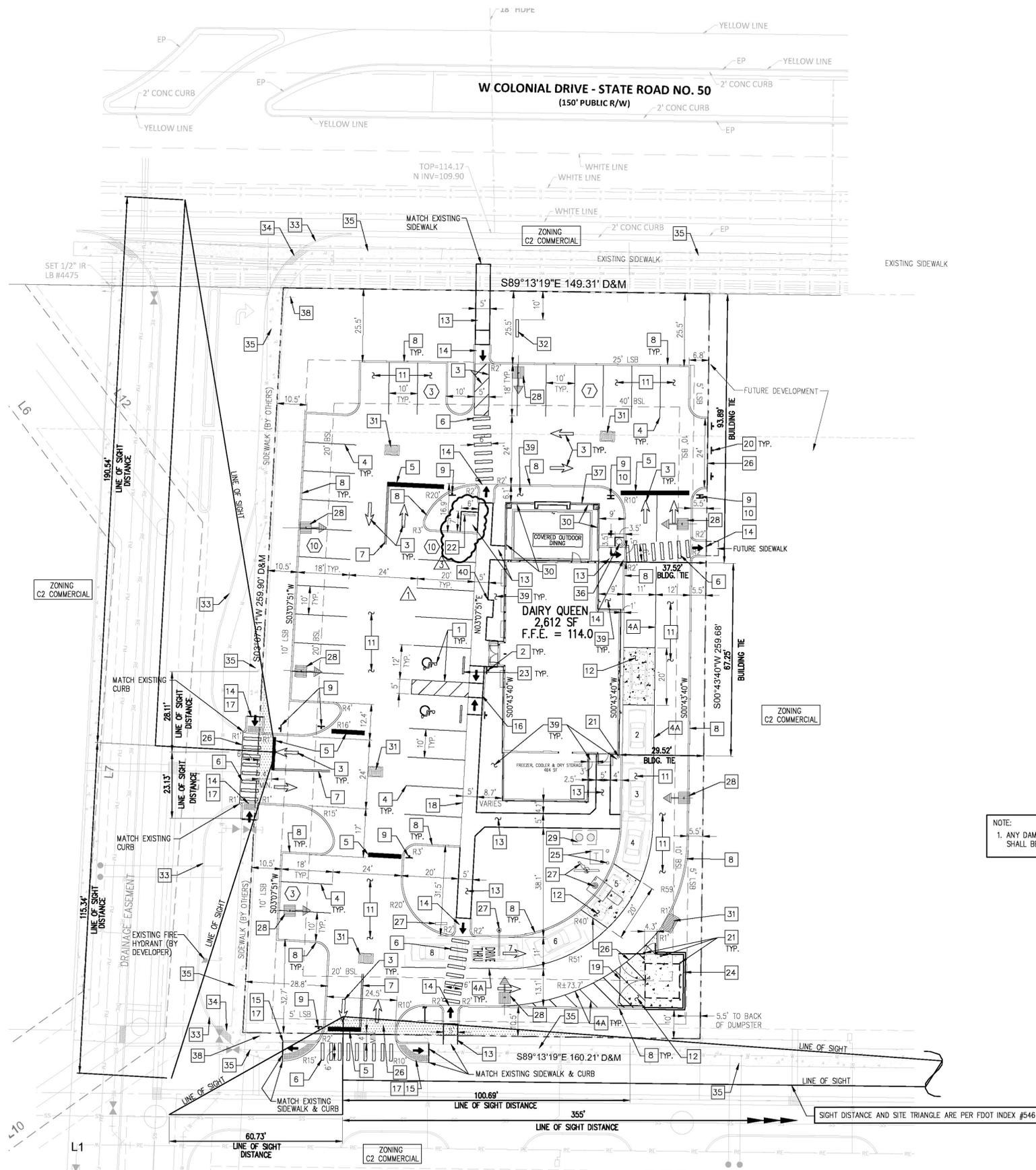
DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

DATE: 06-06-18
DRAWN: MB
CHECKED: RZ

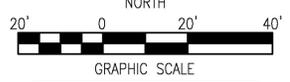
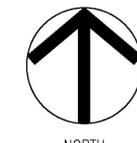
C0

PROJECT NO.: 2017.136

SITE DIMENSION PLAN



NOTE:
1. ANY DAMAGED, CRACKED OR BROKEN SIDEWALKS OR CURBS SHALL BE REPLACED PRIOR TO FINAL COMPLETION.



GC NOTE:
A COPY OF SHEET C0 SHALL BE PROVIDED TO ALL BIDDERS AND SUB-CONTRACTORS

PLAN NOTES

- 1 HANDICAP PARKING STRIPING & HANDICAP ACCESS AISLE (1 C4)
- 2 HANDICAP PARKING SIGN (2 PLACES) (2 C4)
- 3 PAVEMENT MARKING (3 C4)
- 4 4" WHITE PARKING STRIPING (PAINT)
- 4A 6" WHITE STRIPING (PAINT)
- 5 24" WHITE STOP BAR (PAINT)
- 6 CROSSWALK STRIPING (1 C8)
- 7 6" WIDE DOUBLE YELLOW STRIPING (20 FT. LONG MINIMUM)
- 8 6" VERTICAL CURB (1 C9)
- 9 30" STOP SIGN (R1-1)
- 10 DO NOT ENTER SIGN
- 11 ASPHALT PAVEMENT (1 C9, 9 C4)
- 12 CONCRETE PAVEMENT (1 C9, 8 C4)
- 13 CONC. SIDEWALK W/ EXPANSION JOINTS AND SCORE MARKS (1 C8)
- 14 HANDICAP END RAMP (1 C8)
- 15 HANDICAP CORNER RAMP (1 C8)
- 16 SIDEWALK HANDICAP RAMP (1 C8)
- 17 DETECTABLE WARNING (1 C8)
- 18 MONOLITHIC CURB AND SIDEWALK (7 C4)
- 19 CONCRETE APRON (5 C4)
- 20 END OF ROAD SIGN (3 PLACES)
- 21 BOLLARD (11 C4)
- 22 BIKE RACK (6' x 7' CONC. PAD) (4 C4, 8 C4)
- 23 WHEEL STOP (2 PLACES) (6 C4)
- 24 PROPOSED DUMPSTER ENCLOSURE (15 C4)
- 25 TRANSFORMER LOCATION WITH BOLLARDS
- 26 EDGE OF NEW ASPHALT PAVEMENT
- 27 MENU BOARD, ORDER CANOPY, CLEARANCE BAR AND DRIVE THRU DIRECTIONAL SIGN
- 28 SITE LIGHTING FIXTURE (REFER TO SITE LIGHTING PLAN)
- 29 GREASE TRAP (REFER TO SHEET C2)
- 30 DECORATIVE RAILING (14 C4)
- 31 PROPOSED DRAINAGE STRUCTURE (REFER TO SHEET C3)
- 32 PROPOSED SIGN
- 33 EXISTING CURB TO REMAIN
- 34 EXISTING RAMP TO REMAIN
- 35 EXISTING SIDEWALK (BY DEVELOPER) TO REMAIN
- 36 TRASH CAN (REFER TO ARCHITECTURAL PLANS)
- 37 OUTDOOR DINING PATIO
- 38 EXISTING SIGN TO REMAIN
- 39 LANDSCAPE/RIVER ROCK (REFER TO LANDSCAPE PLAN)
- 40 BENCH (REFER TO ARCHITECTURAL PLANS)

LEGEND

- 5' LSB = (LANDSCAPE BUFFER)
- - - - 20' BSL = (BUILDING SETBACK LINE)

Z DEVELOPMENT
s e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE
△ CITY COMMENTS	06-06-18		
△ CITY COMMENTS	07-03-19		

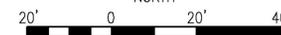
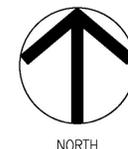
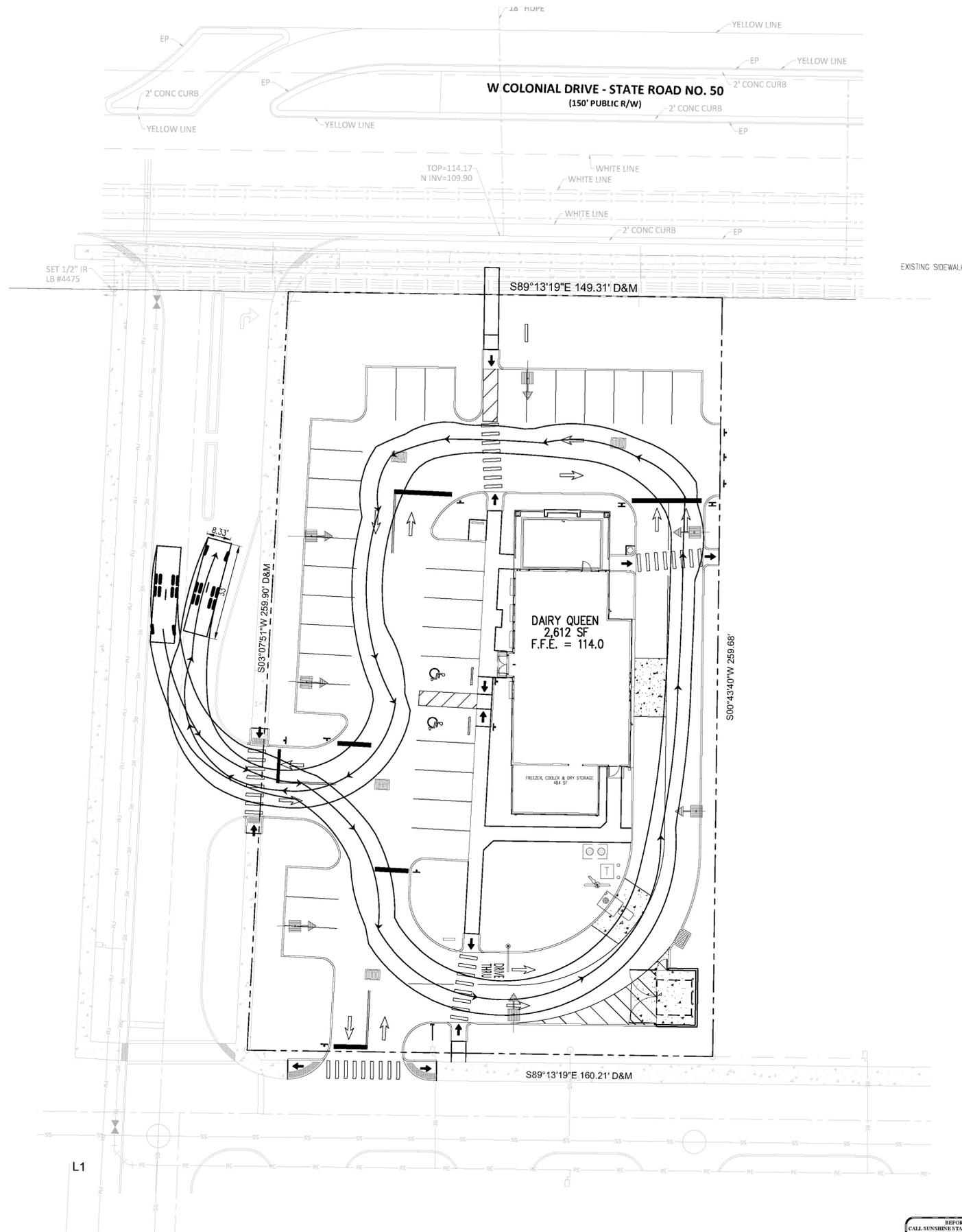
ROBERT ZIEGENFUSS, P.E., LEED AP
FL REG. # 56752

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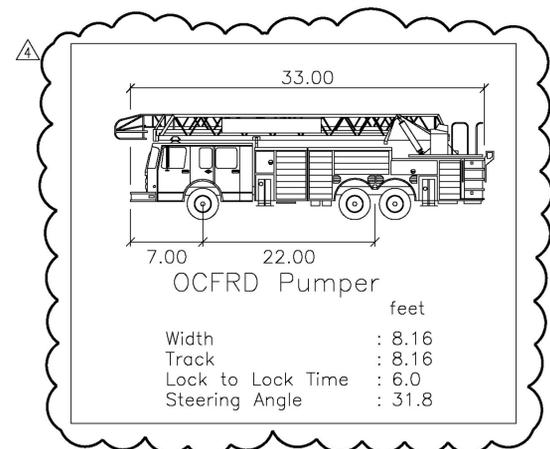
DATE: 06-06-18
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C1
PROJECT NO.: 2017.136

FIRE TRUCK PLAN



GRAPHIC SCALE
 GC NOTE:
 A COPY OF SHEET CO SHALL BE PROVIDED
 TO ALL BIDDERS AND SUB-CONTRACTORS



CONTRACTOR'S NOTE:
 CONTRACTOR SHALL PROVIDE A COMPREHENSIVE AS-BUILT SURVEY
 FOR THE PROJECT AS REQUIRED BY THE GOVERNING AGENCY.
 CONTACT THE ENGINEER OF RECORD FOR THE REQUIREMENTS
 OF THE AS-BUILT SURVEY.



REVISION	DATE	REVISION	DATE
△ CITY COMMENTS	07-03-19		
△ CITY COMMENTS	01-14-20		

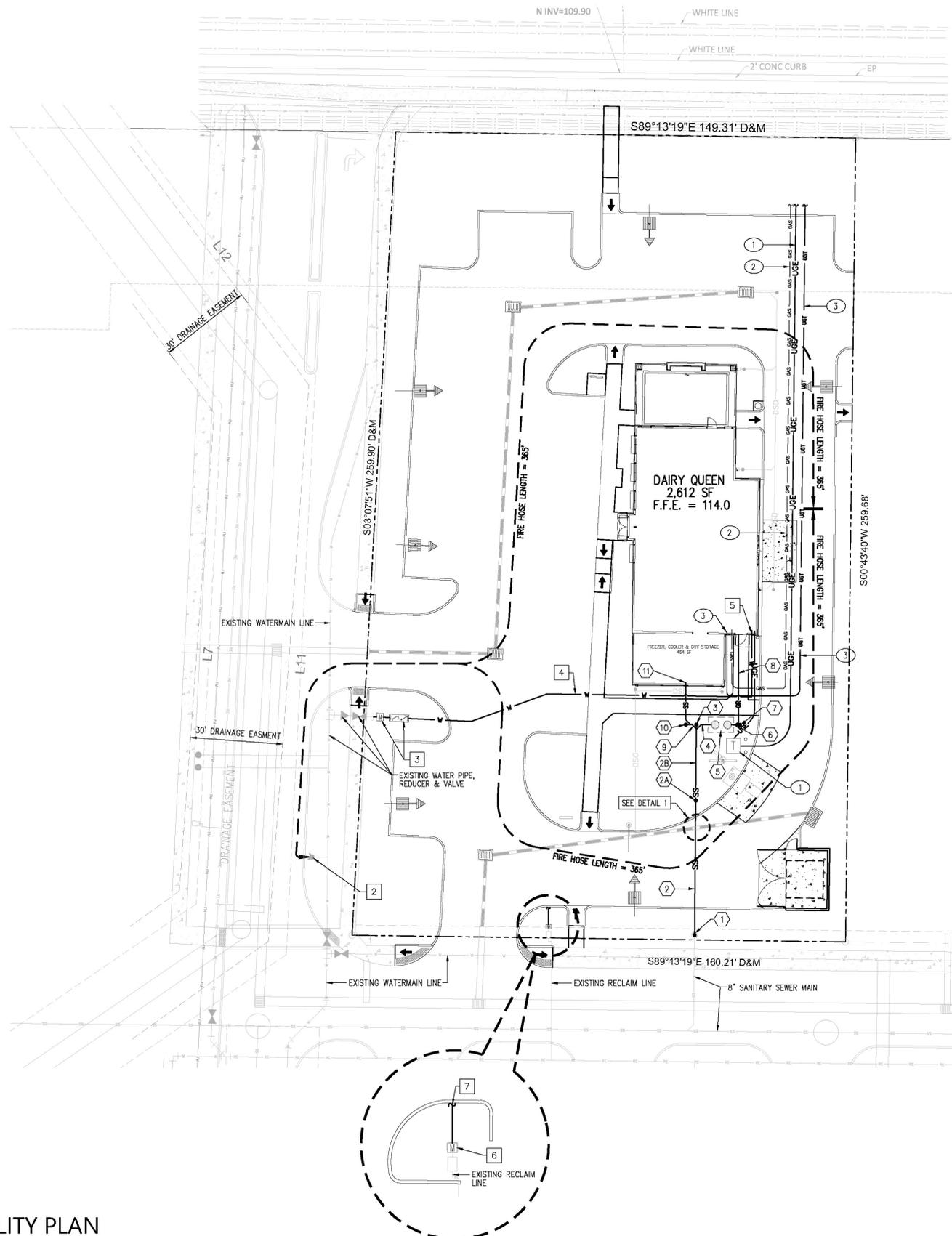
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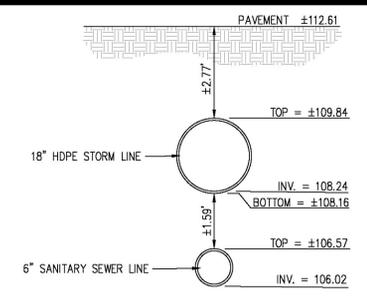
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SITE UTILITY PLAN



1 SANITARY SEWER & STORM LINE CROSSING NTS



CITY OF WINTER GARDEN NOTE:

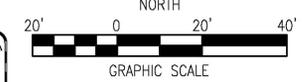
1. ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE PVC SDR 26.

GREASE TRAP

20.6.2
 SINGLE GREASE TRAP CAPACITY SHALL BE SIZED AT THE RATE OF 10 GALLONS PER SEAT. IF TWO GREASE TRAPS ARE USED IN SERIES, TOTAL CAPACITY OF THE GREASE TRAPS SHALL BE BASED ON 5 GALLONS PER SEAT.

UTILITY NOTES:

- SANITARY SEWER**
- 1 CONNECT 6" PVC SANITARY SEWER PIPE TO EXISTING 6" STUB-OUT. CONTRACTOR MUST FIELD VERIFY AND COORDINATE WITH MASTER DEVELOPER AND PLAN FOR EXACT LOCATION, INVERT AND TYPE OF MATERIAL OF EXISTING SANITARY SEWER STUBOUT PRIOR TO START OF CONSTRUCTION. REPORT TO ENGINEER IN CASE OF CONFLICT.
 CLEANOUT
 TOP = TO MATCH GRADE (1/27) TYP.
 INVERT = ±105.0
 - 2 43 LF - 6" PVC SANITARY SEWER LINE @ 3.0% SLOPE (1/27) TYP.
 - 2A DROP CLEANOUT
 TOP = TO MATCH GRADE (12/C4)
 INVERT (IN) = ±108.57
 INVERT (OUT) = 106.29
 - 2B 25 LF - 6" PVC SANITARY SEWER LINE @ 2.0% SLOPE
 - 3 CLEANOUT @ INV. ELEV. = 109.07 (1/27) TYP.
 - 4 5 LF - 6" PVC @ 2.0% SLOPE
 - 5 GREASE TRAP (1000 GALLON)
 RIM = ±113.75 (MATCH GRADE) (16/C4)
 6" INV. (OUT) = 109.17
 6" INV. (IN) = 109.42
 - 6 4 LF - 6" PVC @ 2.0% SLOPE
 - 7 CLEANOUT @ INV. ELEV. = 109.5
 - 8 CONNECT 29 LF - 6" PVC TO GREASE STUB-OUT FROM BUILDING. SLOPE 1% (MIN). CONTRACTOR MUST FIELD VERIFY AND COORDINATE WITH PLUMBING PLAN FOR EXACT LOCATION, INVERT, SIZE AND DEPTH OF EXISTING SEWER STUB-OUT PRIOR TO START OF CONSTRUCTION. REPORT TO ENGINEER IN CASE OF ANY CONFLICT.
 - 9 5 LF - 6" PVC @ 3.0% SLOPE
 - 10 CLEANOUT @ INV. ELEV. = 109.22
 - 11 CONNECT 14 LF - 6" PVC TO THE SANITARY SEWER FROM BUILDING. SLOPE 1% (MIN). CONTRACTOR MUST FIELD VERIFY AND COORDINATE WITH PLUMBING PLAN FOR EXACT LOCATION, INVERT, SIZE AND DEPTH OF SANITARY SEWER STUB-OUT PRIOR TO START OF CONSTRUCTION.
- WATER**
- 1 CONNECT 1 1/2" BLUE PE WATER PIPE TO EXISTING 2" STUB-OUT. CONTRACTOR MUST FIELD VERIFY AND COORDINATE WITH MASTER DEVELOPER AND PLAN FOR EXACT LOCATION, DEPTH AND TYPE OF MATERIAL OF EXISTING WATERMAIN STUBOUT PRIOR TO START OF CONSTRUCTION. REPORT TO ENGINEER IN CASE OF CONFLICT.
 - 2 EXISTING FIRE HYDRANT BY DEVELOPER
 - 3 1" METER AND 1 1/2" BACKFLOW PREVENTER FOR WATER LINE (1/26) TYP.
 - 4 144 LF - 1 1/2" BLUE PE WATER LINE (1/26)
 - 5 CONNECTION POINT OF WATER LINE TO BUILDING. CONTRACTOR MUST FIELD VERIFY AND COORDINATE WITH PLUMBING PLAN PRIOR TO START OF CONSTRUCTION.
 - 6 CONNECT EXISTING RECLAIM WATER LINE WITH 1" METER FOR IRRIGATION LINE
 - 7 1 1/2" IRRIGATION LINE, FOR CONTINUATION REFER TO IRRIGATION PLAN
- ELECTRIC**
- 1 TRANSFORMER PAD LOCATION. CONTRACTOR SHALL COORDINATE WITH WINTER GARDEN UTILITIES FOR TRANSFORMER TYPE AND LOCATION AS WELL AS PRIMARY AND SECONDARY ELECTRICAL CONDUITS PRIOR TO CONSTRUCTION.
- GAS**
- 2 CONTRACTOR SHALL COORDINATE NEW UNDERGROUND GAS SERVICE CONNECTION WITH GAS COMPANY FOR LOCATION OF GAS METER AND CONNECTION.
- TELEPHONE**
- 3 CONTRACTOR SHALL COORDINATE NEW UNDERGROUND TELEPHONE SERVICE CONNECTION WITH LOCAL PHONE SERVICE PRIOR TO CONSTRUCTION.



GC NOTE:
 A COPY OF SHEET CD SHALL BE PROVIDED TO ALL BIDDERS AND SUB-CONTRACTORS

CONTRACTOR'S NOTE:
 CONTRACTOR SHALL PROVIDE A COMPREHENSIVE AS-BUILT SURVEY FOR THE PROJECT AS REQUIRED BY THE GOVERNING AGENCY. CONTACT THE ENGINEER OF RECORD FOR THE REQUIREMENTS OF THE AS-BUILT SURVEY.

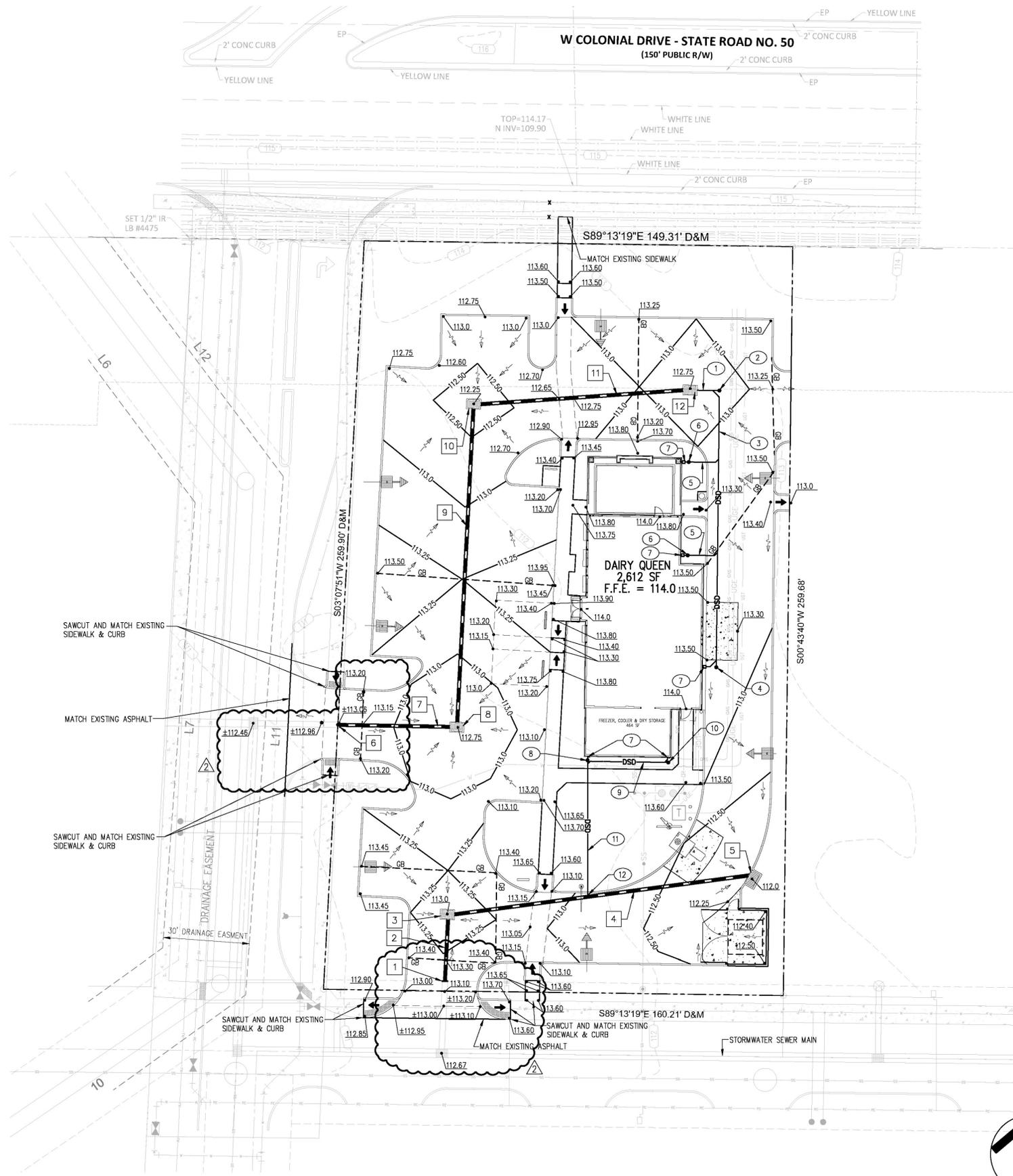
DATE	REVISION
06-06-18	1

REVISION COMMENTS
 1 CITY COMMENTS

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C2
 PROJECT NO.: 2017.136



GRADING NOTES

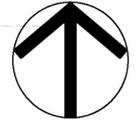
- 1 CONNECT 18" RCP TO EXISTING 18" STUB-OUT AT INVERT ELEVATION ±107.40. CONTRACTOR MUST FIELD VERIFY EXACT LOCATION, INVERT AND TYPE OF MATERIAL OF EXISTING STUB-OUT PRIOR TO START OF CONSTRUCTION. REPORT TO ENGINEER IN CASE OF CONFLICT.
 - 2 23 LF - 18" RCP @ 0.3% SLOPE (1.3/100) TYP.
 - 3 FDOT TYPE "F" INLET (1.0/100) TYP. TOP = 113.0, INV. (S) = 107.47, INV. (E) = 107.55
 - 4 107 LF - 18" HDPE @ 1.0% SLOPE
 - 5 FDOT TYPE "F" INLET TOP = 112.0, INV. = 108.62
 - 6 CONNECT 18" RCP TO EXISTING 18" STUB-OUT AT INVERT ELEVATION ±106.19. CONTRACTOR MUST FIELD VERIFY EXACT LOCATION, INVERT AND TYPE OF MATERIAL OF EXISTING STUB-OUT PRIOR TO START OF CONSTRUCTION. REPORT TO ENGINEER IN CASE OF CONFLICT.
 - 7 42 LF - 18" RCP @ 0.3% SLOPE
 - 8 FDOT TYPE "F" INLET TOP = 112.75, INV. (W) = 106.32, INV. (N) = 106.68
 - 9 112 LF - 18" HDPE @ 1.0% SLOPE
 - 10 FDOT TYPE "F" INLET TOP = 112.25, INV. (S) = 107.80, INV. (E) = 108.0
 - 11 75 LF - 15" HDPE @ 1.0% SLOPE
 - 12 FDOT TYPE "F" INLET TOP = 112.75, INV. (W) = 108.75, INV. (E) = 109.0
- DOWNSPOUT DRAIN (DSD)**
- 1 10 LF - 10" HDPE @ 2.0% SLOPE (1.3/100) TYP.
 - 2 CLEANOUT INV. = 109.20 (1/100) TYP.
 - 3 95 LF - 10" HDPE @ 1.0% SLOPE
 - 4 CLEANOUT INV. = 110.15
 - 5 10 LF - 8" HDPE @ 2.0% SLOPE (MIN.)
 - 6 CLEANOUT INV. = 110.0
 - 7 CONNECT DSD FROM BUILDING TO STORM SYSTEM
 - 8 CLEANOUT INV. = 111.0
 - 9 29 LF - 8" HDPE @ 2.0% SLOPE (MIN.)
 - 10 CLEANOUT INV. = 111.58
 - 11 47 LF - 10" HDPE @ 2.0% SLOPE (MIN.)
 - 12 18"x10" - "WYE" OR TEE CONNECTION FOR DOWNSPOUT DRAIN

CITY OF WINTER GARDEN NOTES

1. HDPE PIPE SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS AND SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE, LASER PROFILING, AND INSTALLATION PER ASTM D2321.
2. ALL STORM (≥12") AND SANITARY (≥6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION. (REFER TO CCTV NOTES ON SHEET C6).

CONTRACTOR'S NOTE:
CONTRACTOR SHALL INVESTIGATE/REVIEW THE INSTALLED DRIVEWAY ELEVATIONS IN ORDER TO ENSURE THAT THE ELEVATIONS PROPOSED ARE APPROPRIATE FOR THE SITE ACCESS POINTS. NOTIFY ENGINEER IF ANY CONFLICTS EXIST.

CONTRACTOR'S NOTE:
CONTRACTOR SHALL PROVIDE A COMPREHENSIVE AS-BUILT SURVEY FOR THE PROJECT AS REQUIRED BY THE GOVERNING AGENCY. CONTACT THE ENGINEER OF RECORD FOR THE REQUIREMENTS OF THE AS-BUILT SURVEY.



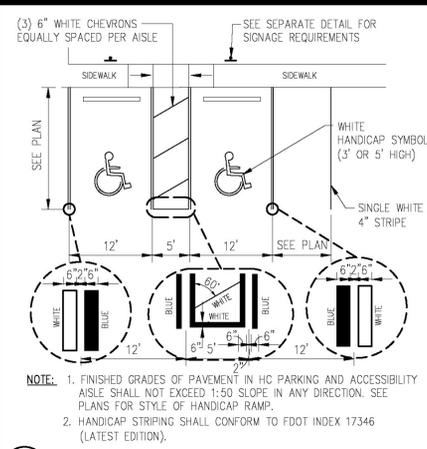
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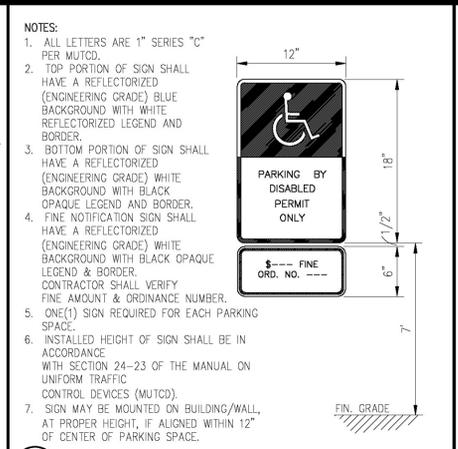
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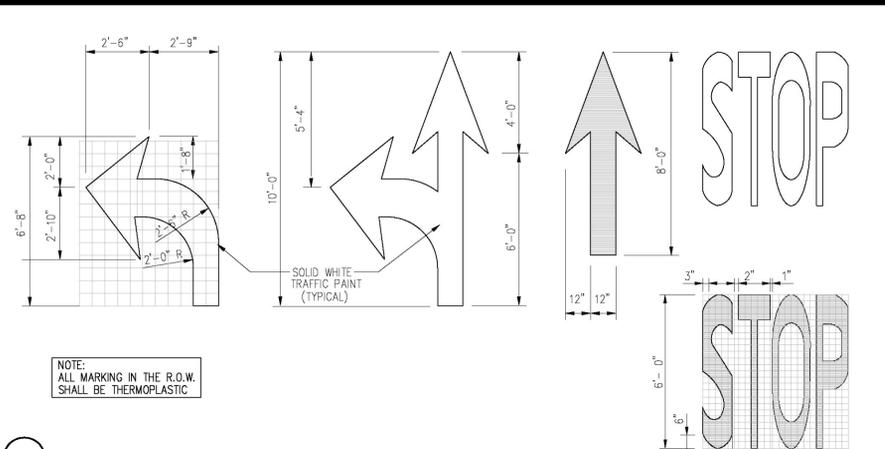




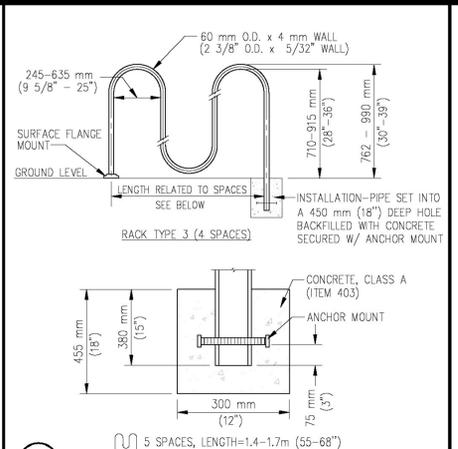
1 HANDICAP STRIPING NTS



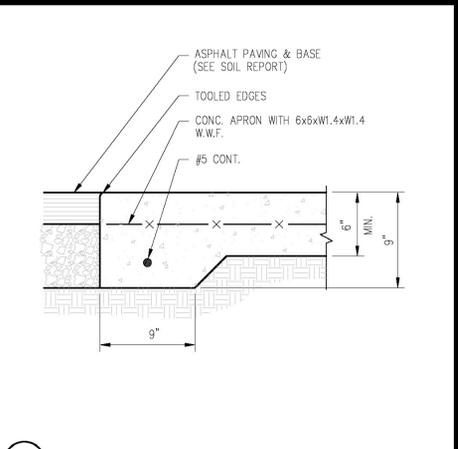
2 HANDICAP SIGN NTS



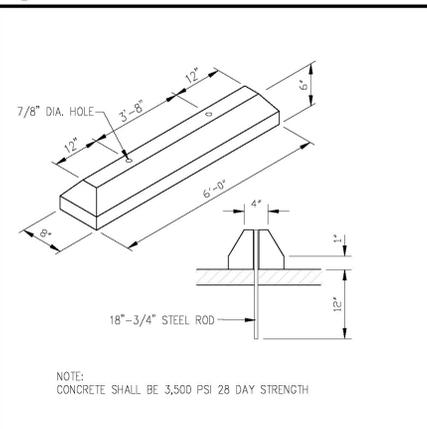
3 PAVEMENT MARKINGS NTS



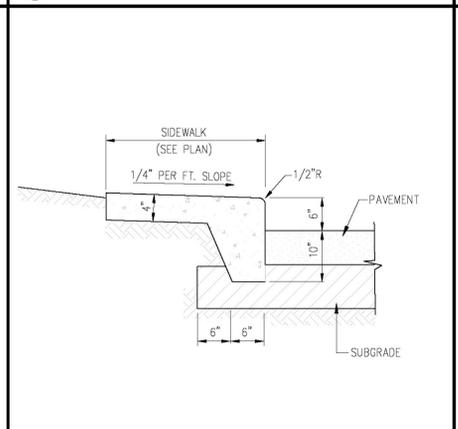
4 BIKE RACK NTS



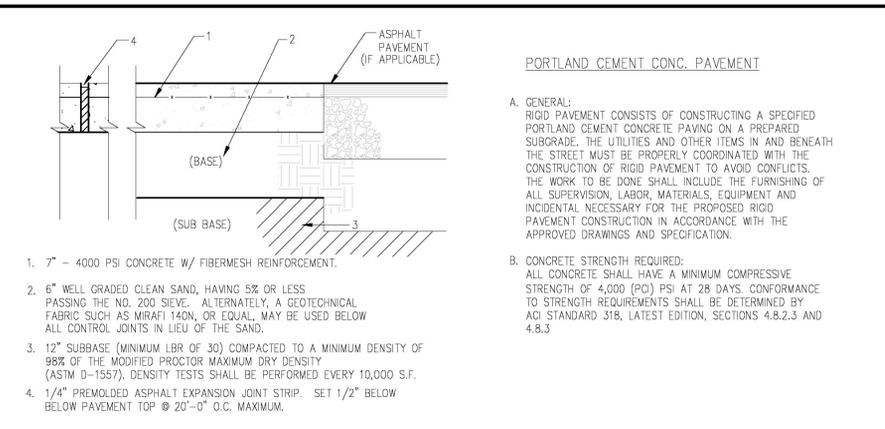
5 CONCRETE APRON NTS



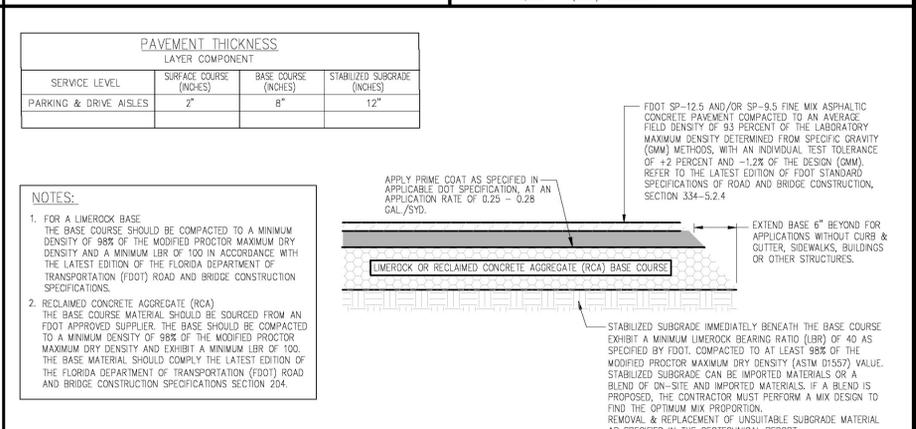
6 WHEEL STOP NTS



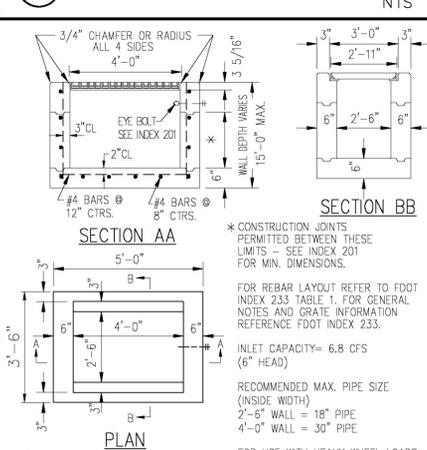
7 MONOLITHIC CURB & SIDEWALK NTS



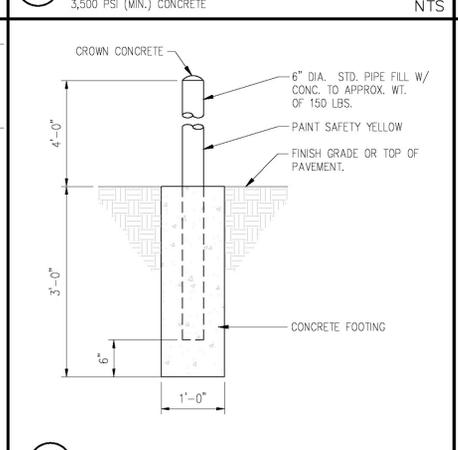
8 CONCRETE PAVEMENT NTS



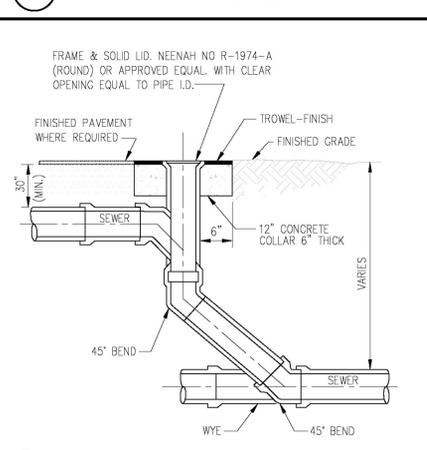
9 TYPICAL PAVEMENT SECTION NTS



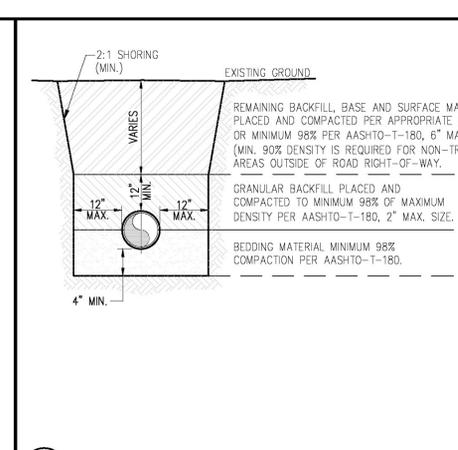
10 TYPE "F" INLET NTS



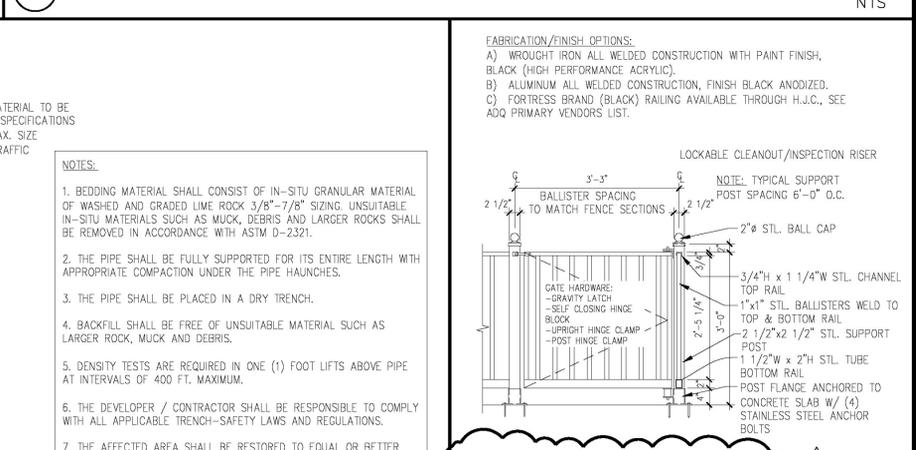
11 BOLLARD NTS



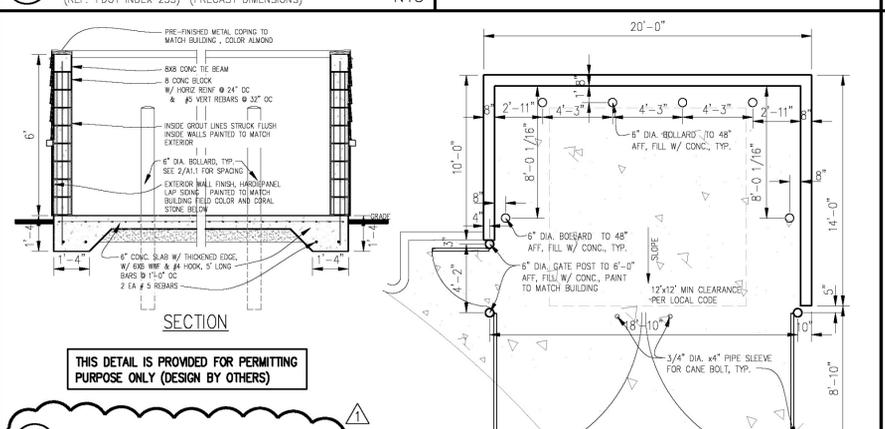
12 DROP CLEANOUT NTS



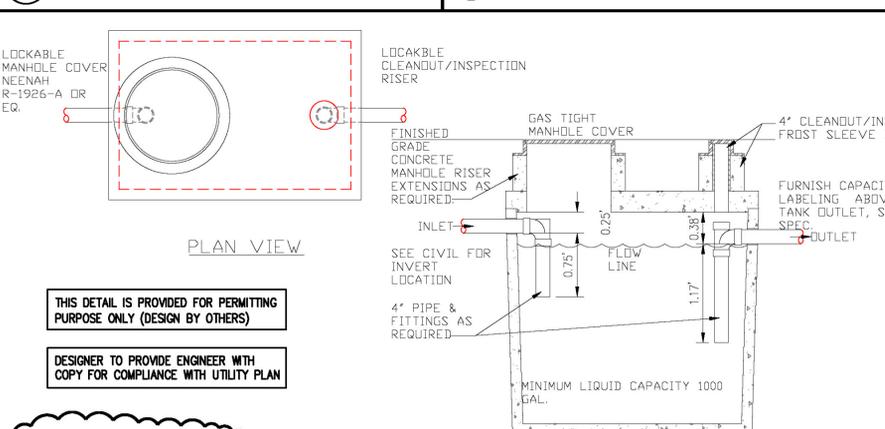
13 TRENCH DETAIL NTS



14 PATIO FENCE DETAIL NTS



15 DUMPSTER ENCLOSURE NTS



16 GREASE TRAP NTS

GREASE INTERCEPTOR RESTAURANT SIZING CALCULATION	
(S)(GS)(HR)(12)(L)(F)(PS)=Gallons of Interceptor	
S	NUMBER OF SEATS IN DINING AREA = 90
GS	GALLONS OF WASTEWATER PER SEAT (10 W/D DISHWASHER) (25 WITH DISHWASHER) = 10
HR	HOURS OF OPERATION (HR/12) = 1.0
LF	LOADING FACTOR 2.00 - INTERSTATE, HIGHWAY 1.50 - OTHER FREEWAYS 1.25 - RECREATIONAL AREA 1.00 MAIN HIGHWAY 0.75 - OTHER HIGHWAY = 1.0
TOTAL CAPACITY REQUIRED (GALLONS) = 900	
PER FLORIDA BUILDING CODE - PLUMBING 2017 (ADMINISTRATIVE CODE 64E-6.013)	

GREASE TRAP REQUIRED MAINTENANCE:
1. REMOVE COVER
2. REMOVE GREASE FROM TOP OF SEPARATION CHAMBER.
3. REMOVE ANY SOLIDS FROM BOTTOM OF CHAMBER.
4. INSPECT INTERCEPTOR AND CLEAN IF NECESSARY.
5. MAKE CERTAIN ALL PASSAGES INCLUDING RELIEF ARE CLEAR OF OBSTRUCTIONS.
6. CHECK INTEGRITY OF BAFFLES AND MAKE SURE THEY ARE IN PLACE.
7. REPLACE COVER.
8. TIGHTEN COVER HOLD DOWN BOLTS, SCREWS OR LATCHES.
9. CLEAN GREASE TRAP WEEKLY, IF GREASE TRAP IS MORE THAN 50% FULL, INCREASE FREQUENCY OF CLEANING.
10. KEEP A MAINTENANCE LOG LISTING THE FREQUENCY OF CLEANING AND VOLUME OF GREASE.

16 GREASE TRAP NTS

DATE	REVISION
06-06-18	CITY COMMENTS

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FL REG. # 56752

CITY OF WINTER GARDEN - GENERAL NOTES:

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

CoWG WATER SYSTEM NOTES:

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

CoWG - WASTEWATER SYSTEM NOTES:

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM). FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAN OUT, (36" TO 48" DEEP AT LOT LINE).
- MAGNETIC TAPE MUST BE PLACED 2" ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BIFUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS OR HOPE AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALLBEARING PLUG VALVES IN FORCE MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE NET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY - ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF COMPLETION. ACCEPTANCE THEREOF AGAINST DESIGNER'S MATERIALS AND WORKMANSHIP UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

GENERAL:

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

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

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

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

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

PROCEDURE FOR TELEVISION:

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

CoWG RECLAIMED WATER SYSTEM GENERAL NOTES:

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

CoWG - THRUST RESTRAINT TABLE

RESTRAINED FORCE MAIN PIPE TABLE	
MINIMUM LENGTH(FIT)	TO BE RESTRAINED ON EACH SIDE OF FITTING(S)
PIPE SIZE	
	6" 8" 10" 12" 16" 20" 24" 30" 36"
90° BEND	19 25 30 34 44 52 60 70 80
45° BEND	8 10 12 14 18 21 25 30 34
22-1/2° BEND	4 5 6 7 9 10 12 14 16
11-1/4° BEND	2 3 4 5 6 7 8 9 10
PLUG, DEAD END OR BRANCH OF TEE	40 52 63 72 83 111 130 156 178
VALVE	20 25 32 36 47 56 78 116 89

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

CoWG THRUST RESTRAINT NOTES:

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

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS												
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER		ACCEPTABLE VARIANCES	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.		
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	3'	12"	8" A 12" B	SEE GENERAL NOTES NO. 4 & 5
RECLAIMED WATER	3'	12"	-	-	3'	12"	6" A 12" B	3'	12"	-	-	-
SANITARY SEWER (GRAVITY)	6'	12"	3'	12"	-	-	-	-	-	-	-	-
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	-	-	-	-	-	-	-	-

GENERAL NOTES:

- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.), THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
- FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 162-610, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
 - A - DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.
 - B - DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.
- UTILITY SEPARATION - VERTICAL CLEARANCE MITIGATION
 - A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
 - DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
 - CONCRETE ENCASED WITRIFIED CLAY, OR;
 - PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
 - WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
 - SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
- UTILITY SEPARATION - HORIZONTAL SEPARATION MITIGATION
 - A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED, WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
 - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELFF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 8 INCHES ABOVE THE TOP OF THE SEWER, OR;
 - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
 - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
 - SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
- NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

No.	ITEM	DATE
1	Revised General Notes	4/4/14
2	Revised Notes & Detail Notes	4/4/14
3		
4		
5		
6		
7		
8		
9		
10		

REVISION	DATE	REVISION	DATE

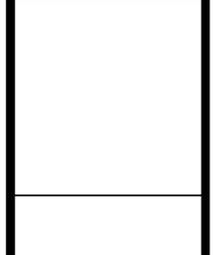


STANDARD DETAILS FOR UTILITIES SYSTEMS

DATE
JANUARY 2008
SHEET
1
1 OF 10

City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Utilities Construction

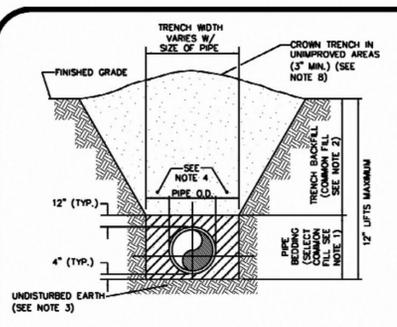
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STANDARD DETAILS FOR UTILITIES SYSTEMS

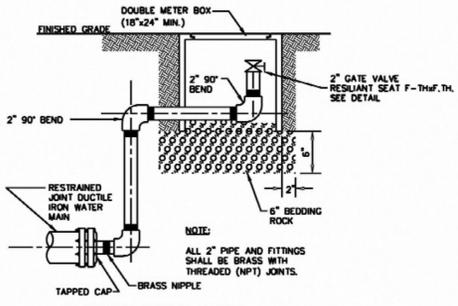
DATE
JANUARY 2008
SHEET
1
1 OF 10

DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

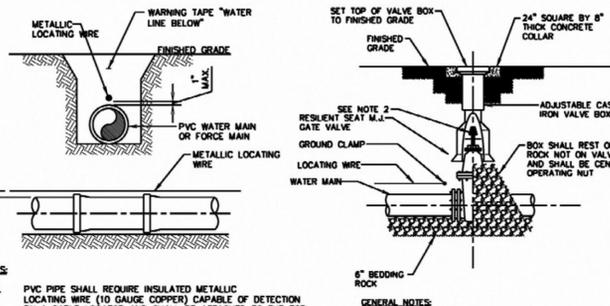


- NOTES**
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.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

STANDARD BEDDING DETAIL
N.T.S.

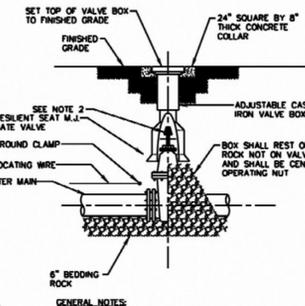


BLOWOFF VALVE DETAIL
N.T.S.



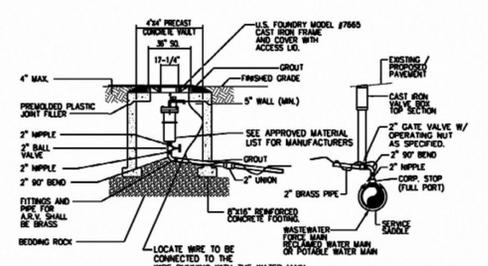
- NOTES**
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
 2. LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 1' SO AS NOT TO INTERFERE WITH VALVE OPERATION.

PVC PIPE LOCATING WIRE DETAIL
N.T.S.



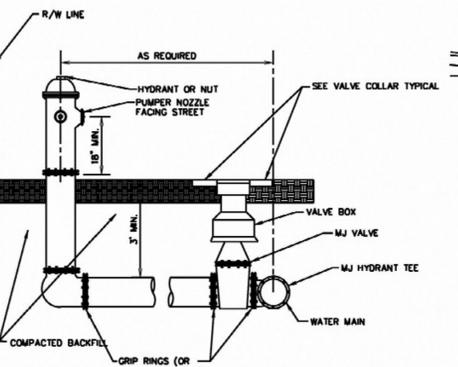
- GENERAL NOTES**
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO A FOOT DEPTH BELOW FINISHED GRADE.

GATE VALVE AND VALVE BOX DETAIL
N.T.S.

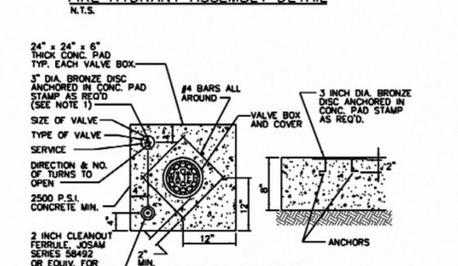


- NOTES**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
 2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
 3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

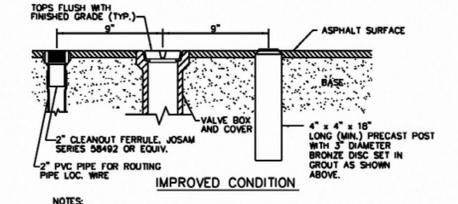
AIR RELEASE VALVE ASSEMBLY
N.T.S.



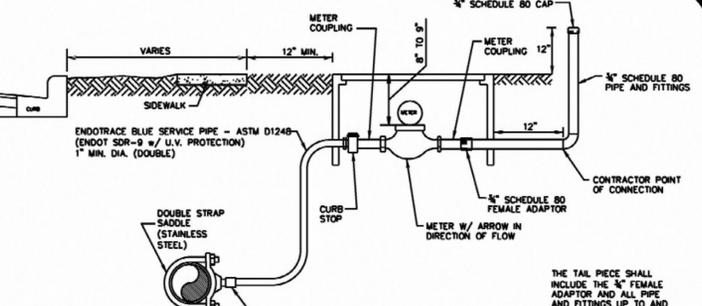
FIRE HYDRANT ASSEMBLY DETAIL
N.T.S.



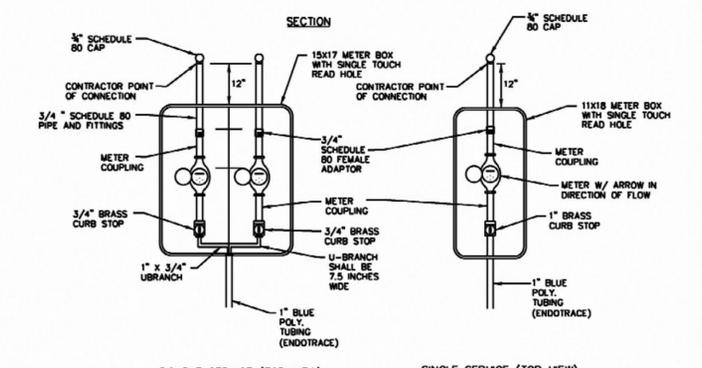
VALVE BOX COLLAR
N.T.S.



POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.



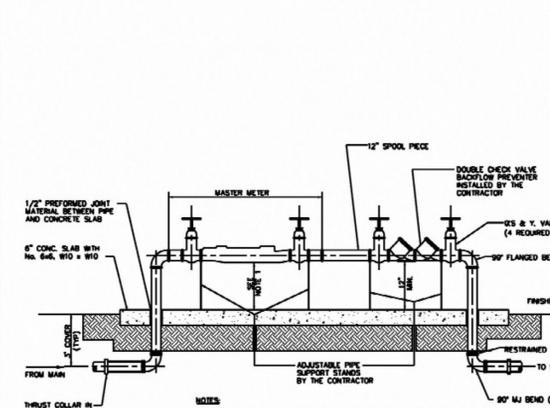
POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.



BACKFLOW PREVENTER DETAIL
N.T.S.

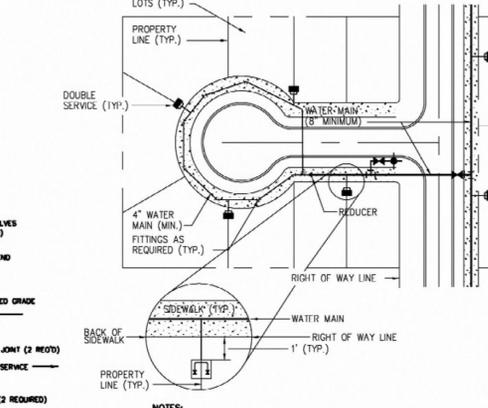
- NOTES**
1. ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
 2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
 3. EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
 5. ALL SERVICE LINES SHALL BE POLY ENDOTRACE PIPE AND SHALL BE BLUE IN COLOR W/WIRE.
 6. THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
 7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL
N.T.S.



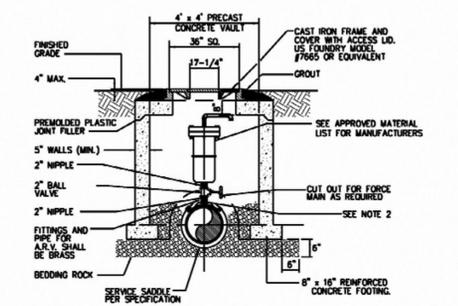
- NOTES**
1. THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE PIPE LINE MASTER METER TO BE INSTALLED. ALL WIRE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
 2. ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
 3. SENSUS METER REQUIRED.
 4. 2\"/>

MASTER METER ASSEMBLY
N.T.S.



- NOTES**
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
 2. METER BOX TO BE INSTALLED BY THE CONTRACTOR.

CUL-DE-SAC LOOPING AND METER BOX PLACEMENT DETAIL
N.T.S.



POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT
N.T.S.

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

POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT
N.T.S.

ITEM	DATE
1	4/23/14
2	4/23/14
REVISED	

City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Utilities Construction



STANDARD DETAILS
FOR
POTABLE WATER SYSTEMS

DATE
JANUARY 2008
SHEET
2
2 OF 10

Z DEVELOPMENT
s e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

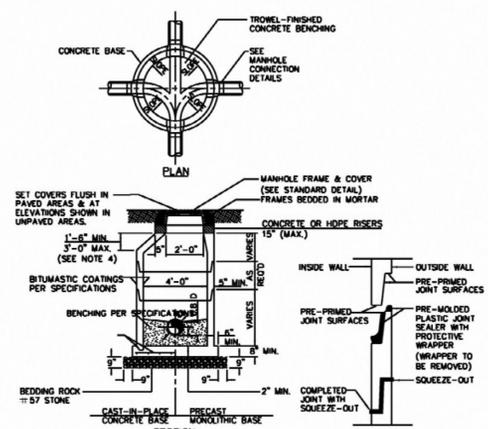
REVISION	DATE	REVISION	DATE

WINTER GARDEN

STANDARD DETAILS
FOR
POTABLE WATER SYSTEMS

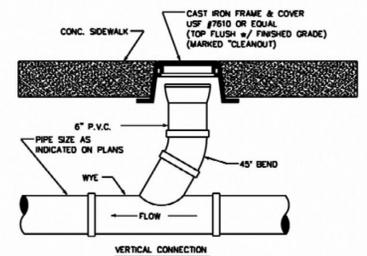
DATE: 06-06-18
DRAWN: MB
CHECKED: RZ

C6
PROJECT NO.: 2017.136

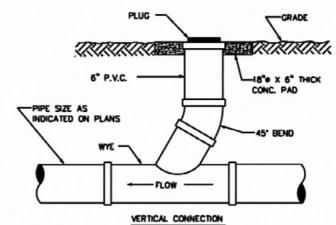


- NOTES:**
1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
 2. E-Z RAPP OUTSIDE ALL JOINTS.
 3. GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS.
 4. NO CONES OVER 3 FT. TALL.
 5. ALL PRECAST CONCRETE SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY, MINIMUM 1/8 MIL DMT.

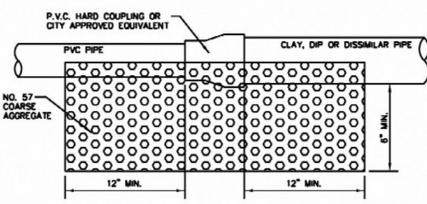
PRECAST CONCRETE SANITARY MANHOLE
N.T.S.



CLEAN OUT DETAIL FINISHED BUILDOUT (IN PAVED AREA)
N.T.S.

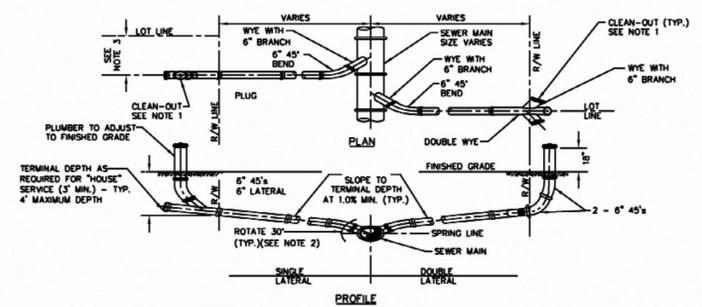


CLEAN OUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)
N.T.S.



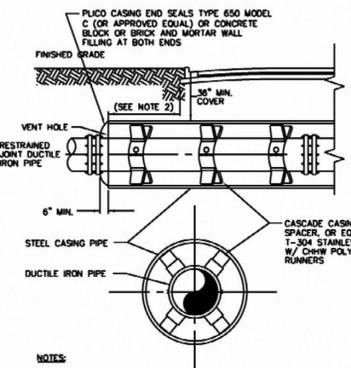
- NOTE:**
1. FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
 2. HARBORO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

SEWER MAIN CONNECTION DETAIL
N.T.S.



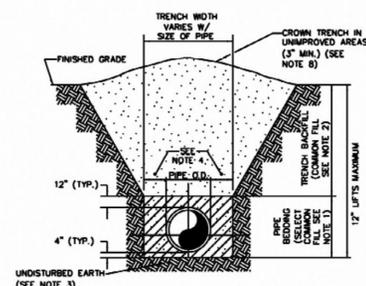
- NOTES:**
1. CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
 2. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
 3. WYES AND 45° BENDS SHALL BE PVC (SDR 26).
 4. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.

SANITARY SEWER SERVICE LATERAL DETAIL
N.T.S.



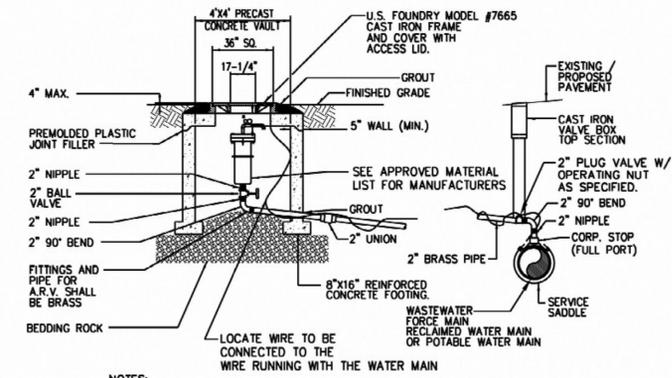
- NOTES:**
1. WHERE PRACTICAL, CASING SHALL EXTEND 6' BEYOND EDGE OF PAYMENT AND SHALL NOT BE LESS THAN 6' BEYOND EDGE OF PAYMENT IN ANY CASE.
 2. CASING SPACERS AND END SEALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
 3. DESIGN ENGINEER TO DETERMINE NEED FOR SACRIFICIAL ANODE (S) FOR CORROSION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

BORE AND JACK DETAIL
N.T.S.



- NOTES:**
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-150 AND CONTAINING NO MORE THAN 5% PASSING #200 SEVE.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-150 AND CONTAINING NO MORE THAN 5% PASSING #200 SEVE.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
 4. (1) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. REFER TO SECTION 32.5 OF THE ORANGE COUNTY MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
 8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

STANDARD BEDDING DETAIL
N.T.S.



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

OFFSET TYPE AIR RELEASE VALVE ASSEMBLY

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

NO.	ITEM	DATE
1	SANITARY MANHOLE	4/7/14
2	OFFSET ARV DETAIL	4/7/14

City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Utilities Construction



STANDARD DETAILS
FOR
WASTEWATER SYSTEMS

DATE
JANUARY 2008
SHEET
3
3 OF 10

Z DEVELOPMENT
s e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803
PH: (407) 271-8910
FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

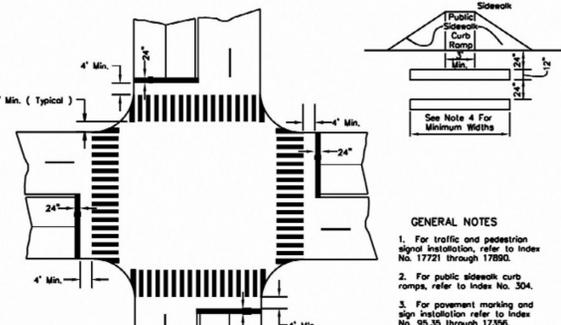
DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

DATE: 06-06-18
DRAWN: MB
CHECKED: RZ

C7
PROJECT NO.: 2017.136

GENERAL NOTES:

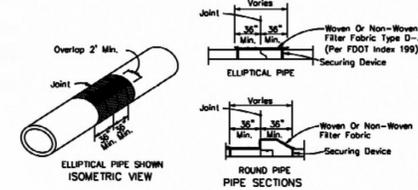
1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECT TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE INSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. PIPE MATERIAL SHALL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



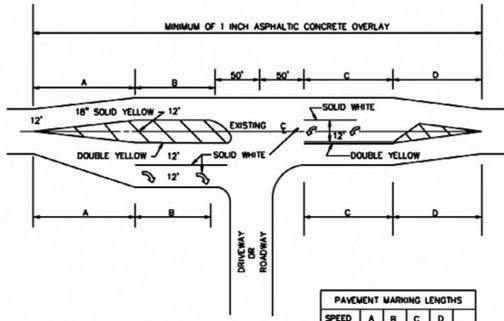
**SPECIAL EMPHASIS CROSSWALK
SIGNALIZED OR STOP SIGN
CONTROLLED INTERSECTION
N.T.S.**

GENERAL NOTES

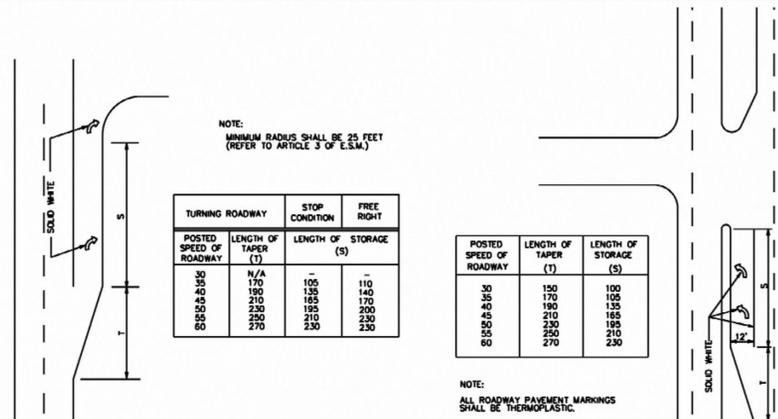
1. For traffic and pedestrian signal installation, refer to index No. 17721 through 17800.
2. For public sidewalk curb ramps, refer to index No. 304.
3. For pavement marking and sign installation refer to index No. 59.35 through 17356.
4. Crosswalk minimum widths: Intersection Crosswalk 5' Mid Block Crosswalk 10'



**FILTER FABRIC JACKET
N.T.S.**

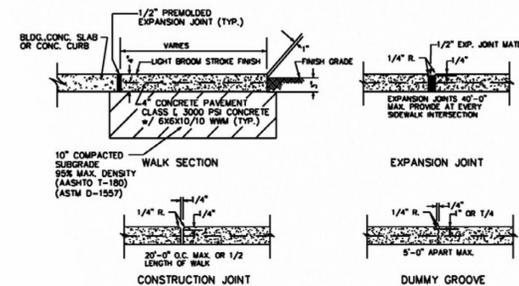


**TYPICAL INTERSECTION
N.T.S.**

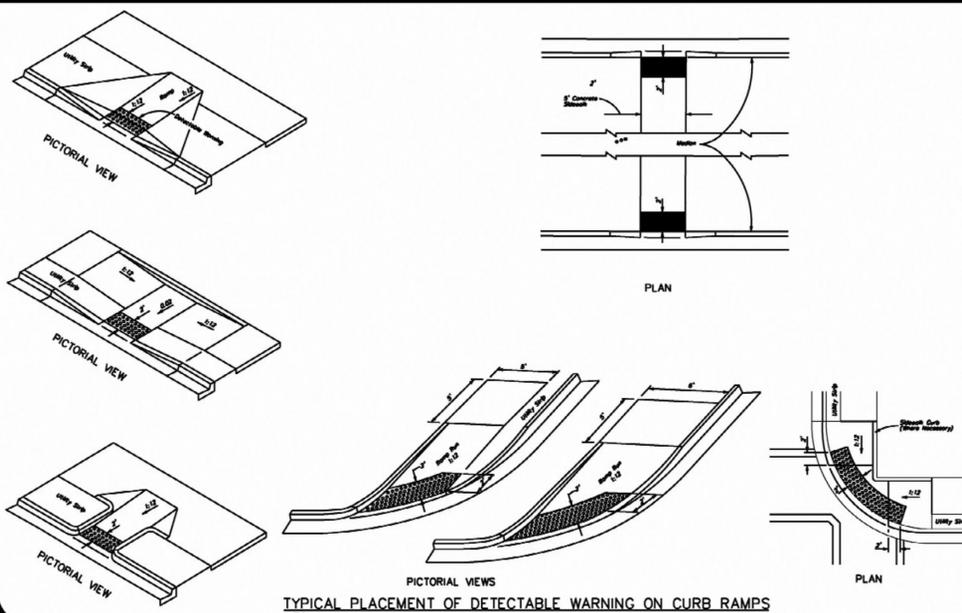


**RIGHT TURN
DECELERATION LANE
N.T.S.**

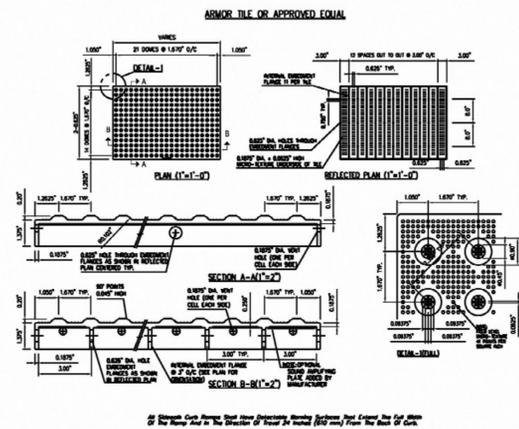
**LEFT TURN
STORAGE LANE
(DIVIDED HIGHWAY)
N.T.S.**



**SIDEWALK DETAILS
N.T.S.**



**TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMP
N.T.S.**



**NOTE:
1. CURB RAMP DETECTABLE WARNING TILE SHALL BE ARMOR TILE OR EQUAL.
CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.**



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

NO.	ITEM	DATE
1	Deleted Underdrain Detail	4/17/14

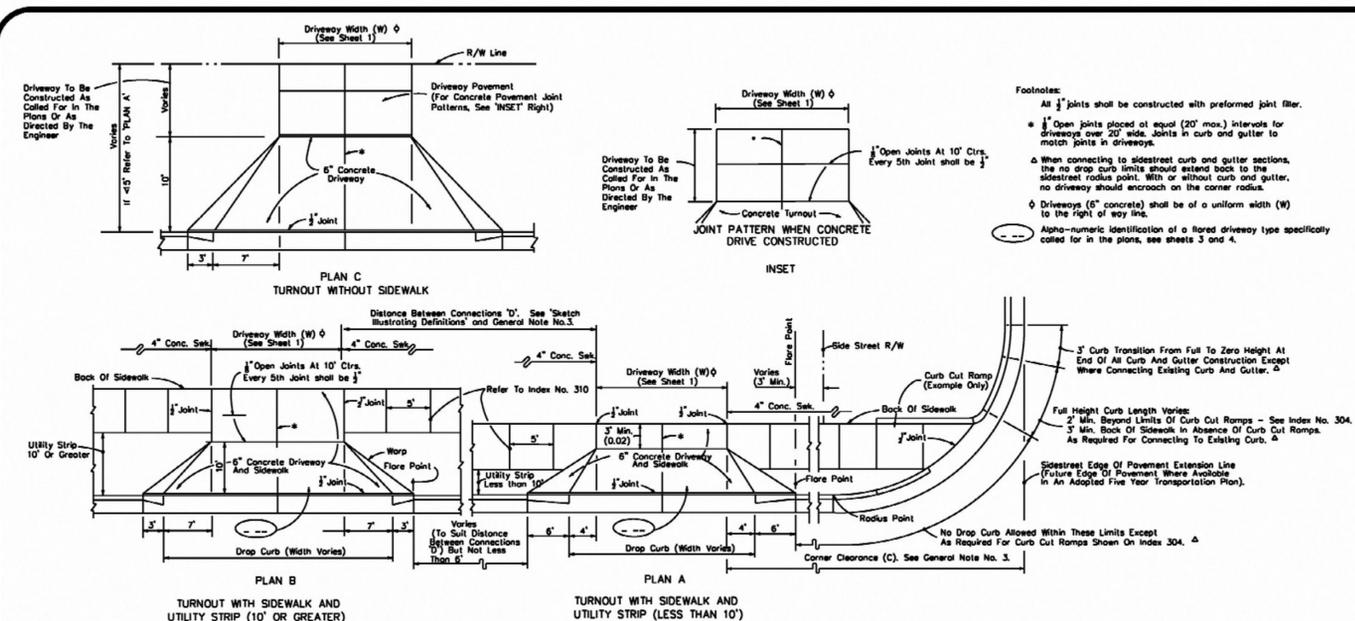
City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Roadway & Drainage Construction



GENERAL NOTES
FOR
PUBLIC SERVICES

DATE
JANUARY 2008
SHEET
8 OF 10

REVISION	DATE	REVISION	DATE



Footnotes:

- All $\frac{1}{2}$ " joints shall be constructed with preformed joint filler.
- Open joints placed at equal (20' max.) intervals for driveways over 20' wide. Joints in curb and gutter to match joints in driveways.
- When connecting to sidewalk curb and gutter sections, the no drop curb limits should extend back to the sidewalk radius point. With or without curb and gutter, no driveway should encroach on the corner radius.
- Driveways (6" concrete) shall be of a uniform width (W) to the right of way line.
- Alphanumeric identification of a flared driveway type specifically called for in the plans, see sheets 3 and 4.

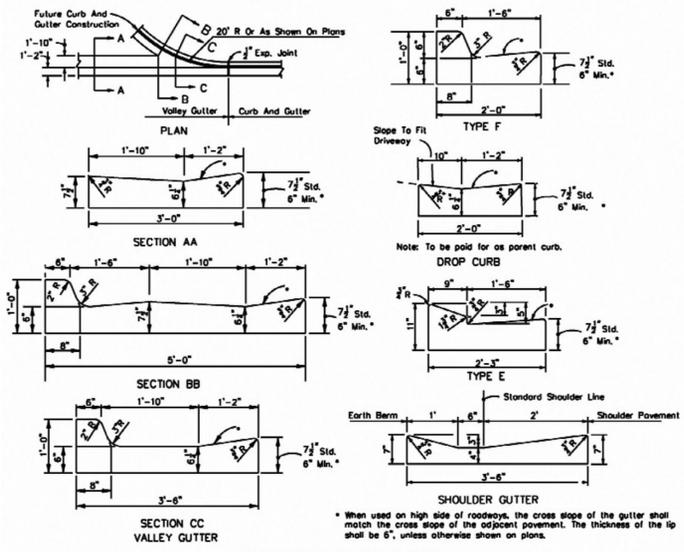
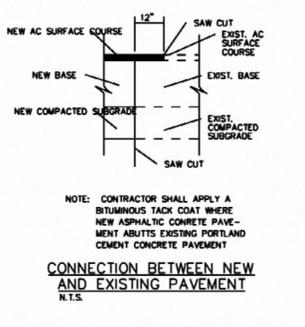
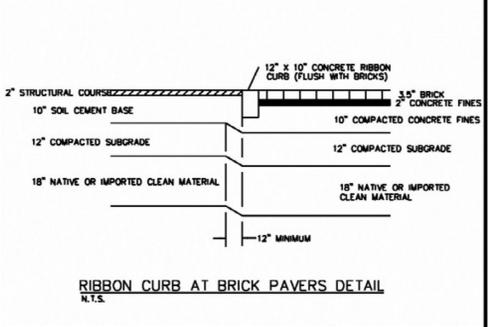
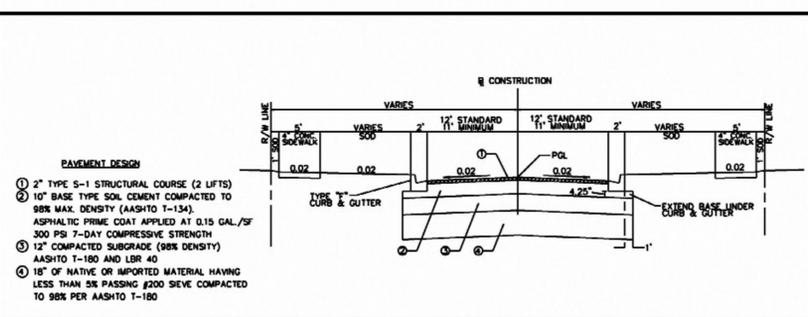
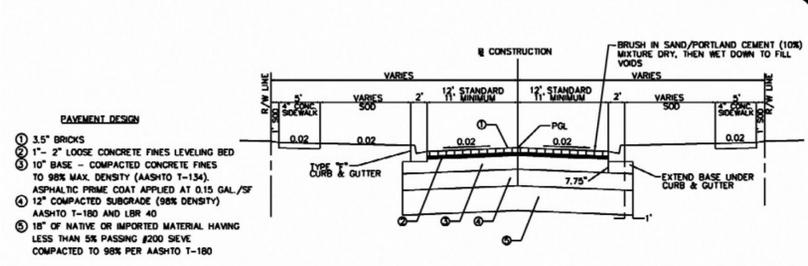
SPECIAL NOTES FOR URBAN FLARED TURNOUTS

- Driveway 6" concrete pavement and drop curb shall meet the material and construction requirements of Sections 522 and 520 respectively of the FDOT Standard Specifications. The driveway foundation shall meet the requirement of Subarticle 522-4.
- For details of drop curb and curb cut ramps refer to indexes Nos. 300 and 304 respectively.
- Where turnouts are constructed within existing curb and gutter, the existing curb and gutter shall be removed either to the nearest joint beyond the flare point or to the extent that no remaining section is less than 5 feet long; and, drop curb constructed in accordance with Notes Nos. 1 and 2.
- Coal for preformed joint filler shall be included in the cost for the concrete pavement (concrete sidewalk, 6" thick).
- For turnouts with radial returns see the requirements under the "Summary Of Geometric Requirements For Turnouts", the "General Notes", the details of "Turnout Construction" and the detail of "Limits Of Clearing & Grubbing, Stabilization And Base At Intersections".
- Department maintenance of pavement shall extend out to the right of way or 2 feet back of sidewalk, whichever distance is less.
- The maintenance and operation of highway lighting, traffic signals, accidented equipment, and other necessary devices shall be the responsibility of a public agency.
- All pavement markings on the State highways, including acceleration and deceleration lane markings, and signing installed for the operation of the State highway shall be maintained by the Department.
- All signing and marking installed for the operation of the connection (such as stop bars and stop signs for the connection) shall be the responsibility of the permittee.
- Turnouts will be paid for under the contract unit price for Sidewalk Concrete (6" Thick), SY.

DESIGN NOTES FOR URBAN FLARED TURNOUTS

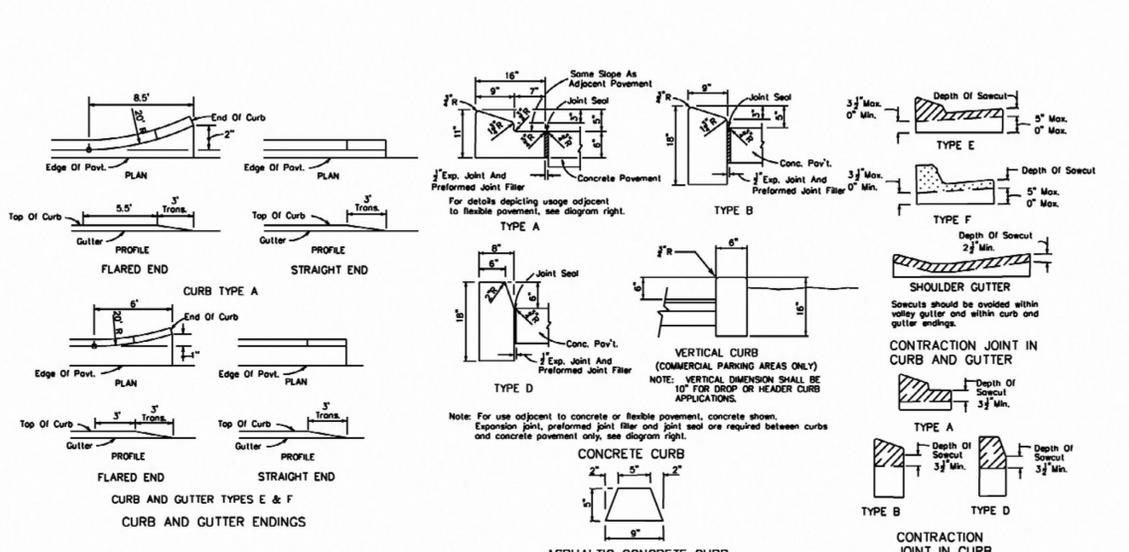
- Driveways indicated as "Adverse Applications" are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions; or, those with slopes that can cause drivers who are leaving the roadway to slide or gouge to the extent that traffic demand volumes will be impeded.
- Driveways indicated as "Marginal Applications" are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions when the driveway is located on the low side of fully super-elevated roadways.
- Driveways indicated as "General Applications" are those with slopes that can readily accommodate representative standard passenger vehicles and those that can accommodate representative standard trucks, vans, buses and recreational vehicles operating under normal crown and super-elevation conditions.
- The standard flared driveways on this index may not accommodate vehicles with low beds, low undercarriage or low appendage features. Where such vehicles are design vehicles, driveways are to have site specific flare designs or Category designs.
- When specific flare type driveways are to be constructed, the type shall be designated in the plans using the assigned alphanumeric designation.

URBAN FLARED TURNOUTS
N.T.S.
REFER INDEX No. 315 OF THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS



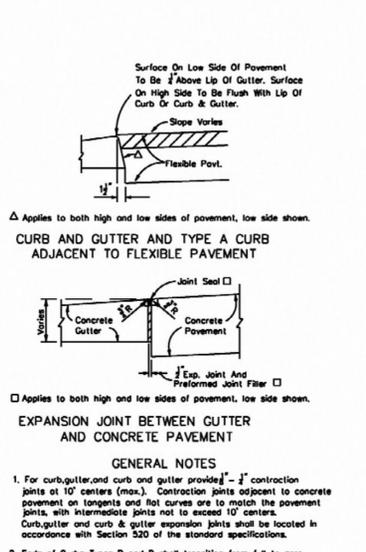
CONCRETE CURB AND GUTTER

Note: For use adjacent to concrete or flexible pavement, concrete shown. For details depicting usage adjacent to flexible pavement, see diagram right. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only, see diagram right.



CONCRETE CURB

Note: For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see diagram right.



GENERAL NOTES

- For curb, gutter, and curb and gutter provided - $\frac{1}{2}$ " contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers. Curb, gutter and curb & gutter expansion joints shall be located in accordance with Section 520 of the standard specifications.
- Ends of Curbs Types B and D shall transition from full to zero heights in 3 feet.

NO.	ITEM	DATE
1	Brick Typical Section	4/4/14

REVISION	DATE	REVISION	DATE



City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Roadway & Drainage Construction

STANDARD DETAILS
FOR
PUBLIC SERVICES

DATE	JANUARY 2008
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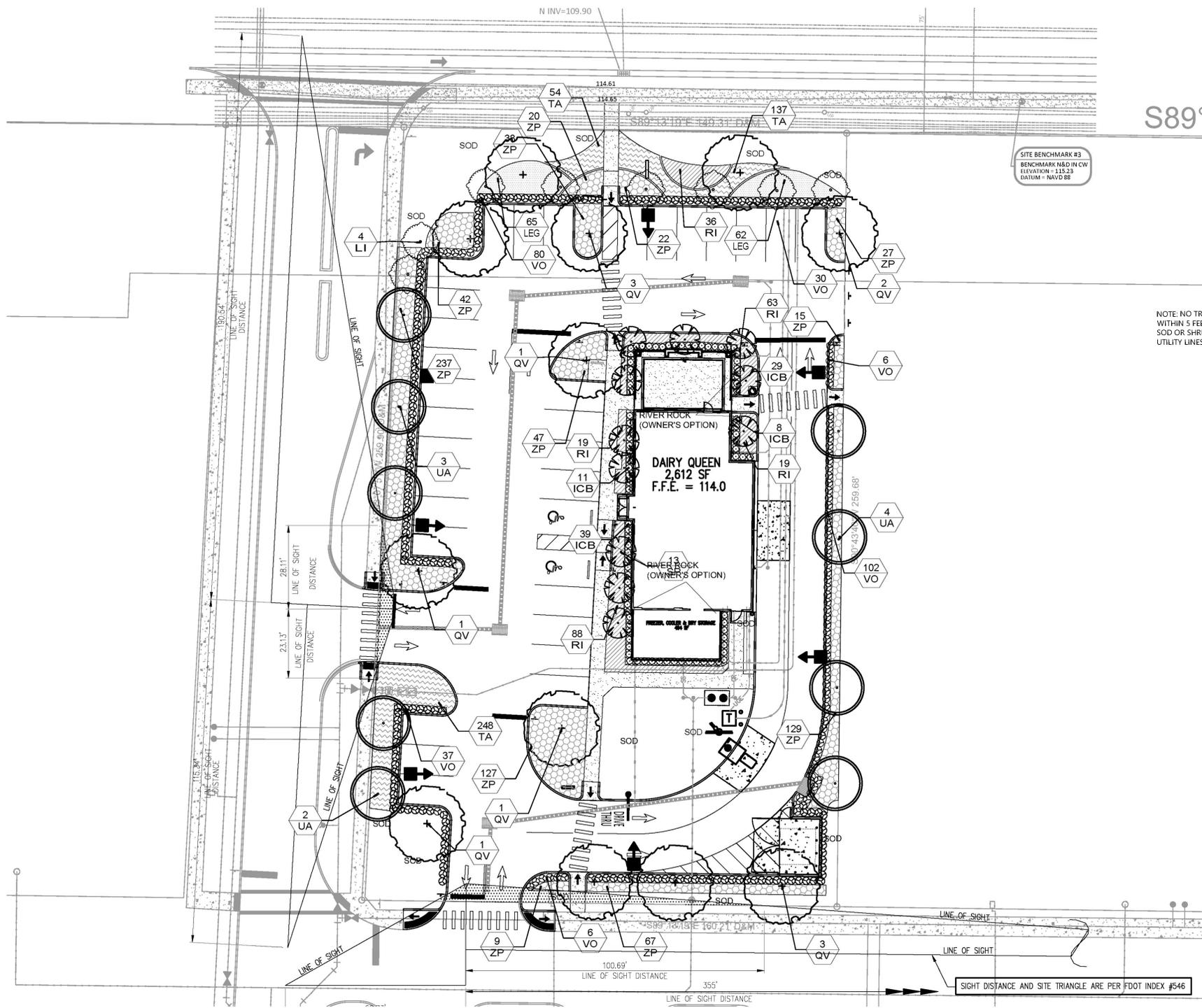
Z DEVELOPMENT
S e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803
PH: (407) 271-8910
FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

DATE: 06-06-18
DRAWN: MB
CHECKED: RZ

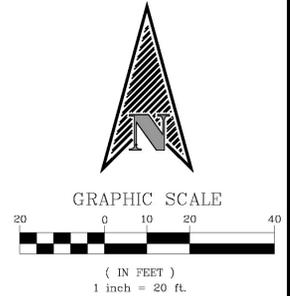
PROJECT NO.: 2017.136



S89^c

SITE BENCHMARK #3
BENCHMARK N&D IN CW
ELEVATION = 115.3
DATUM = NAVD83

NOTE: NO TREES MAY BE PLANTED OVER OR WITHIN 5 FEET OF ANY UTILITY LINES. ONLY SOD OR SHRUBS MAY BE PLANTED OVER UTILITY LINES.



TOTAL SHEETS
L1, L2, L3, and L4

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

CADDSAPES, INC.
Florida Landscape Architecture Firm
2741 S. Eiston Drive,
Dellona, FL 32738
Office: 407 310-5567
jasonbridgewater@gmail.com
LC# 26000550
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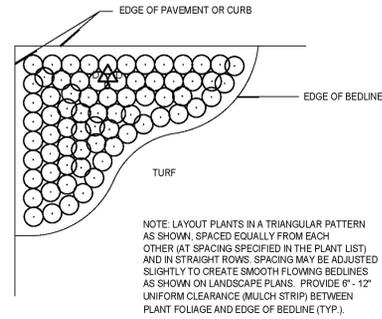
DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

DATE: 06-06-18
DRAWN: JB
CHECKED: JB
LANDSCAPE PLAN
L1
PROJECT NO.: 2017.136

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

REVISION	DATE	REVISION	DATE
CITY COMMENTS	05/07/18		
CITY COMMENTS	07/03/19		

Z DEVELOPMENT
S e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803
PH: (407) 271-8910
FAX: (407) 442-0604



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

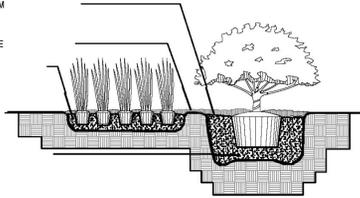
PROVIDE 6" MINIMUM CLEARANCE AROUND ROOT BALL (SIDES AND BOTTOM).

2" MULCH MINIMUM - DO NOT COVER MAIN STEM

SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE

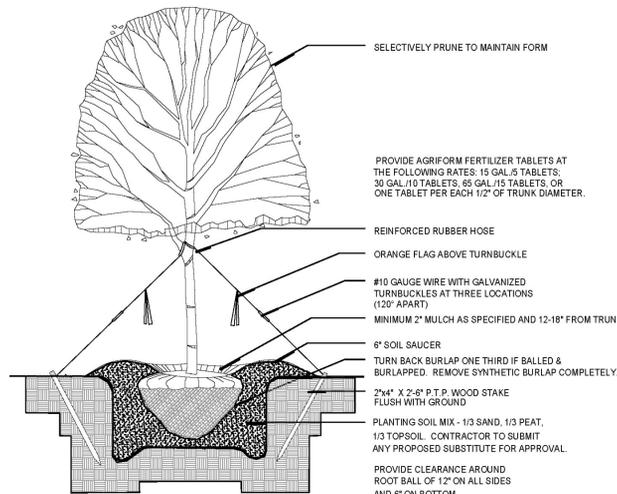
12" MINIMUM DEPTH OF PLANTING SOIL MIX IN SHRUB/GROUNDCOVER PLANTING BEDS.

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



SHRUB/GROUNDCOVER SPACING DETAIL
NOT TO SCALE

SHRUB AND GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



SELECTIVELY PRUNE TO MAINTAIN FORM

PROVIDE AGRIFORM FERTILIZER TABLETS AT THE FOLLOWING RATES: 15 GAL./5 TABLETS, 30 GAL./10 TABLETS, 65 GAL./15 TABLETS, OR ONE TABLET PER EACH 1/2" OF TRUNK DIAMETER.

REINFORCED RUBBER HOSE

ORANGE FLAG ABOVE TURNBUCKLE

#10 GAUGE WIRE WITH GALVANIZED TURNBUCKLES AT THREE LOCATIONS (120° APART)

MINIMUM 2" MULCH AS SPECIFIED AND 12-18" FROM TRUNK

6" SOIL SAUCER

TURN BACK BURLAP ONE THIRD IF BALLED & BURLAPPED. REMOVE SYNTHETIC BURLAP COMPLETELY.

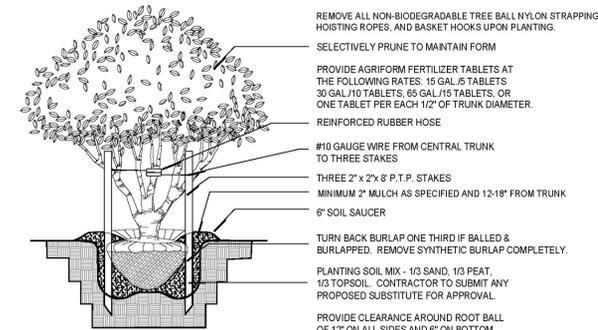
2x4" x 2x4" P.T.P. WOOD STAKE FLUSH WITH GROUND

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

PROVIDE CLEARANCE AROUND ROOT BALL OF 12" ON ALL SIDES AND 6" ON BOTTOM.

REMOVE ALL NON-BIODEGRADABLE TREE BALL NYLON STRAPPING, HOISTING ROPES, AND BASKET HOOKS UPON PLANTING.

TREE PLANTING DETAIL
NOT TO SCALE



REMOVE ALL NON-BIODEGRADABLE TREE BALL NYLON STRAPPING, HOISTING ROPES, AND BASKET HOOKS UPON PLANTING.

SELECTIVELY PRUNE TO MAINTAIN FORM

PROVIDE AGRIFORM FERTILIZER TABLETS AT THE FOLLOWING RATES: 15 GAL./5 TABLETS, 30 GAL./10 TABLETS, 65 GAL./15 TABLETS, OR ONE TABLET PER EACH 1/2" OF TRUNK DIAMETER.

REINFORCED RUBBER HOSE

#10 GAUGE WIRE FROM CENTRAL TRUNK TO THREE STAKES

THREE 2" x 2" x 8" P.T.P. STAKES

MINIMUM 2" MULCH AS SPECIFIED AND 12-18" FROM TRUNK

6" SOIL SAUCER

TURN BACK BURLAP ONE THIRD IF BALLED & BURLAPPED. REMOVE SYNTHETIC BURLAP COMPLETELY.

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

PROVIDE CLEARANCE AROUND ROOT BALL OF 12" ON ALL SIDES AND 6" ON BOTTOM.

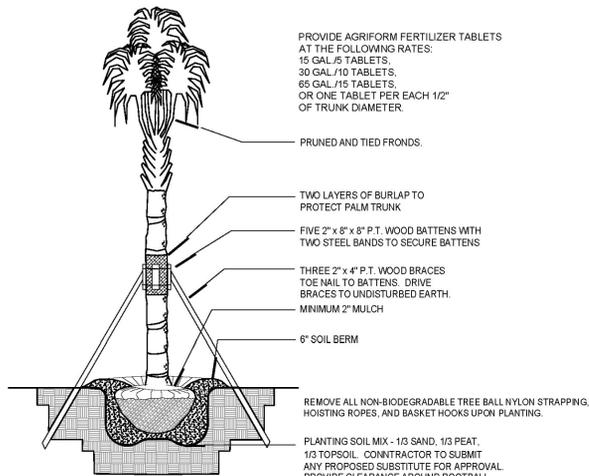
MULTI-TRUNK TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE PLANTING NOTES:

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

LANDSCAPE CONTRACTOR NOTES:

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



PROVIDE AGRIFORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
15 GAL./5 TABLETS,
30 GAL./10 TABLETS,
65 GAL./15 TABLETS,
OR ONE TABLET PER EACH 1/2" OF TRUNK DIAMETER.

PRUNED AND TIED FRONDS.

TWO LAYERS OF BURLAP TO PROTECT PALM TRUNK

FIVE 2" x 8" x 8" P.T. WOOD BATTENS WITH TWO STEEL BANDS TO SECURE BATTENS

THREE 2" x 4" P.T. WOOD BRACES TOE NAIL TO BATTENS. DRIVE BRACES TO UNDISTURBED EARTH.

MINIMUM 2" MULCH

6" SOIL BERM

REMOVE ALL NON-BIODEGRADABLE TREE BALL NYLON STRAPPING, HOISTING ROPES, AND BASKET HOOKS UPON PLANTING.

PLANTING SOIL MIX - 1/3 SAND, 1/3 PEAT, 1/3 TOPSOIL. CONTRACTOR TO SUBMIT ANY PROPOSED SUBSTITUTE FOR APPROVAL. PROVIDE CLEARANCE AROUND ROOTBALL OF 12" ON ALL SIDES AND 6" ON BOTTOM.

PALM PLANTING DETAIL
NOT TO SCALE

PLANT LIST					
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	DESCRIPTION	REMARKS
TREES					
LI	4	LAGERSTROEMIA INDICA	CRAPE MYRTLE	10' HT, 5' SPR, 2-1/2" CAL, MULTI-TRUNK	SPACE AS SHOWN GUY
SP	13	SABAL PALMETTO	CABBAGE PALM	4@10', 3@12', 3@15' C.T.; STR TRUNKS 3-5 FRONDS MINIMUM. TIE WITH HEMP.	SPACE AS SHOWN GUY
QV	12	QUERCUS VIRGINIANA	LIVE OAK	14-16' HT x 4'-5' SPR, 1.35" CAL	SPACE AS SHOWN GUY
UA	9	ULMUS AMERICA 'ALLEE'	ALLEE ELM	14-16' HT x 4'-5' SPR, 1.35" CAL	SPACE AS SHOWN GUY
SHRUBS					
ICB	87	ILEX CORNUTA 'BUFORDII'	BUFORD HOLLY	24" O.A. / FULL / 3G	30" O.C.
VO	261	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	MINIMUM 36" HT. x 30" SPRD. / FULL / 7G (CONTINUOUS HEDGE)	30" O.C.
GROUNDCOVER					
LEG	127	LIRIOPE MUSCARI "EVERGREEN GIANT"	EVERGREEN GIANT LIRIOPE	3-4 PPPY 1G CAN FULL	24" O.C.
RI	225	RHAPHIOLEPIS INDICA 'ALBA'	WHITE INDIAN HAWTHORN	18" O.A. / FULL / 3G	24" O.C.
TA	439	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	MIN. 12 RUNNERS / FULL / 1 GAL.	18" O.C.
ZP	780	ZAMIA PUMILLA	COONTIE	18" HT. x 24" SPRD. / FULL / 3G	24" O.C.
SOD					
SEE PLANS		PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA	SOLID, FREE OF PESTS AND DISEASES	FIELD VERIFY QTY.
MULCH					
SEE PLANS		MINI PINE BARK NUGGETS	MINI PINE BARK NUGGETS	FREE OF DIRT AND DEBRIS	FIELD VERIFY QTY.

NOTE: CONTRACTOR TO USE RIVER ROCK MULCH (OWNER'S OPTION) AROUND BUILDING.

City of Winter Garden Landscape Code Notes:

- N. Property Line along S.R. 50 = 149' (less 5' sidewalk) = 144' / 70 = 2.0 Canopy Trees Required
Provided = 2 QV
- N. Property Line along S.R. 50 = 149' (less 5' sidewalk) = 144' / 33 = 4.3 Understory Trees Required
Provided = 4 LIT
- N. Property Line along S.R. 50 = 149' (less 5' sidewalk) = 144' / 3 = 48 Shrubs Required
Provided = 48 VO
- E. Property Line along adjacent commercial = 260' (less 43' access drive) = 217' / 50 = 4.3 Canopy Trees Required
Provided = 4 UA
- E. Property Line along adjacent commercial = 260' (less 43' access drive) = 217' / 3 = 72 Shrubs Required
Provided = 72 VO
- S. Property Line along Right of Way = 160' (less 25' access drive) = 135' / 50 = 2.7 Canopy Trees Required
Provided = 3 QV
- S. Property Line along Right of Way = 160' (less 25' access drive) = 135' / 3 = 44 Shrubs Required
Provided = 44 VO
- W. Property Line along Right of Way = 260' (less 25' access drive) = 235' / 50 = 4.7 Canopy Trees Required
Provided = 5 UA
- W. Property Line along Right of Way = 260' (less 25' access drive) = 235' / 3 = 78 Shrubs Required
Provided = 78 VO
- 34 Parking spaces / 10 = 3.4 Trees required
Provided = 3 QV

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

TOTAL SHEETS
L1, L2, L3, and L4

REVISION	DATE	REVISION	DATE
1	05/07/18		
2	07/03/19		

CITY COMMENTS

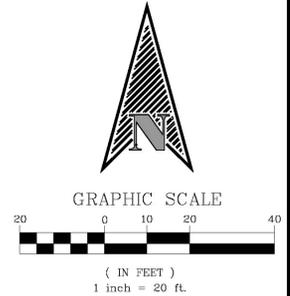
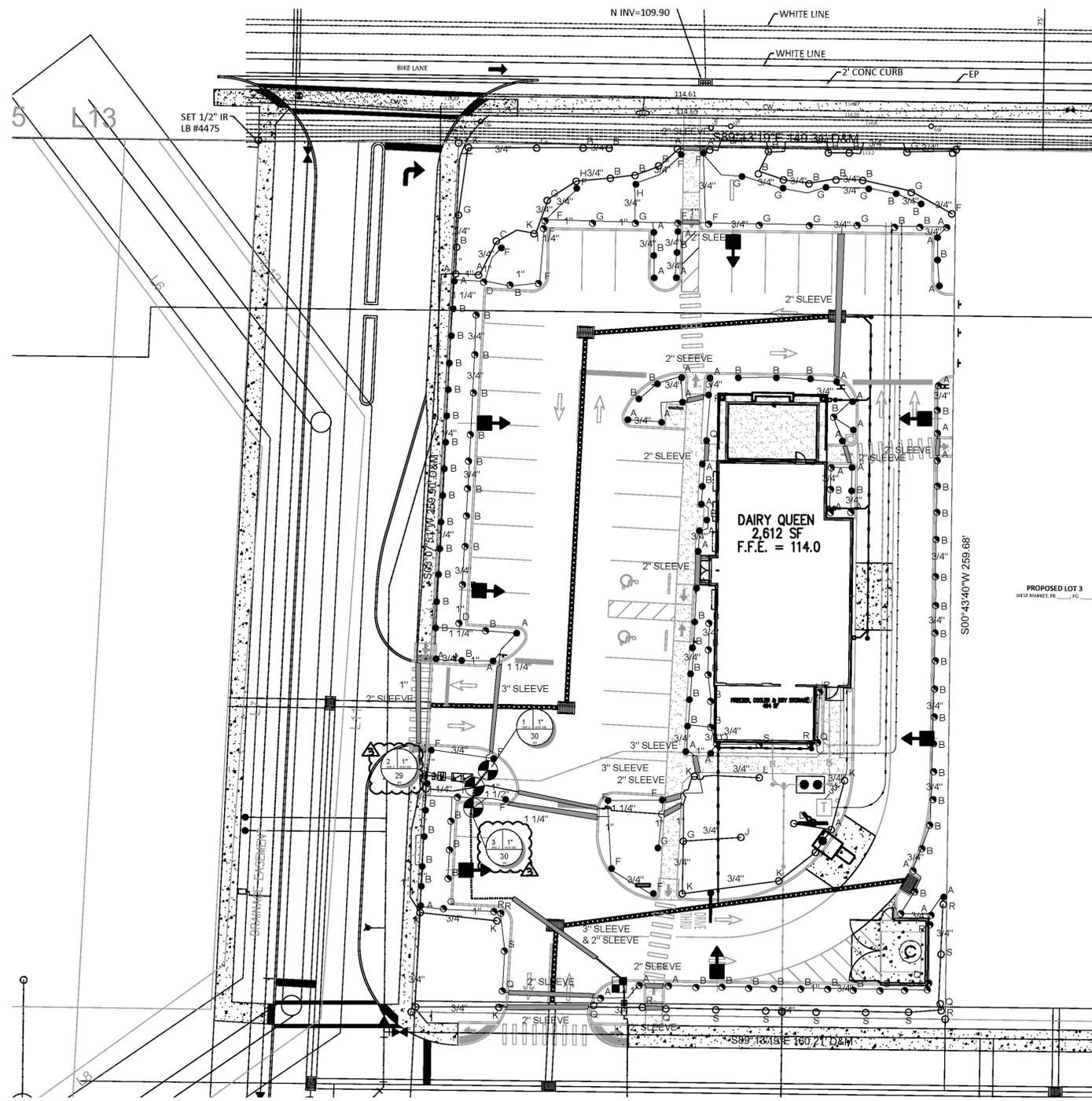
DATE: 07/03/19

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

DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

DATE: 06-06-18
DRAWN: JB
CHECKED: JB
LANDSCAPE
DETAILS
L2
PROJECT NO.: 2017.136

CADSCAPES, INC.
Florida Landscape Architecture Firm
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LC# 26000050 jasonbridgewater@gmail.com
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Z DEVELOPMENT
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 CA 29354
 708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE
CITY COMMENTS	05/07/18		
CITY COMMENTS	07/03/19		



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

DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

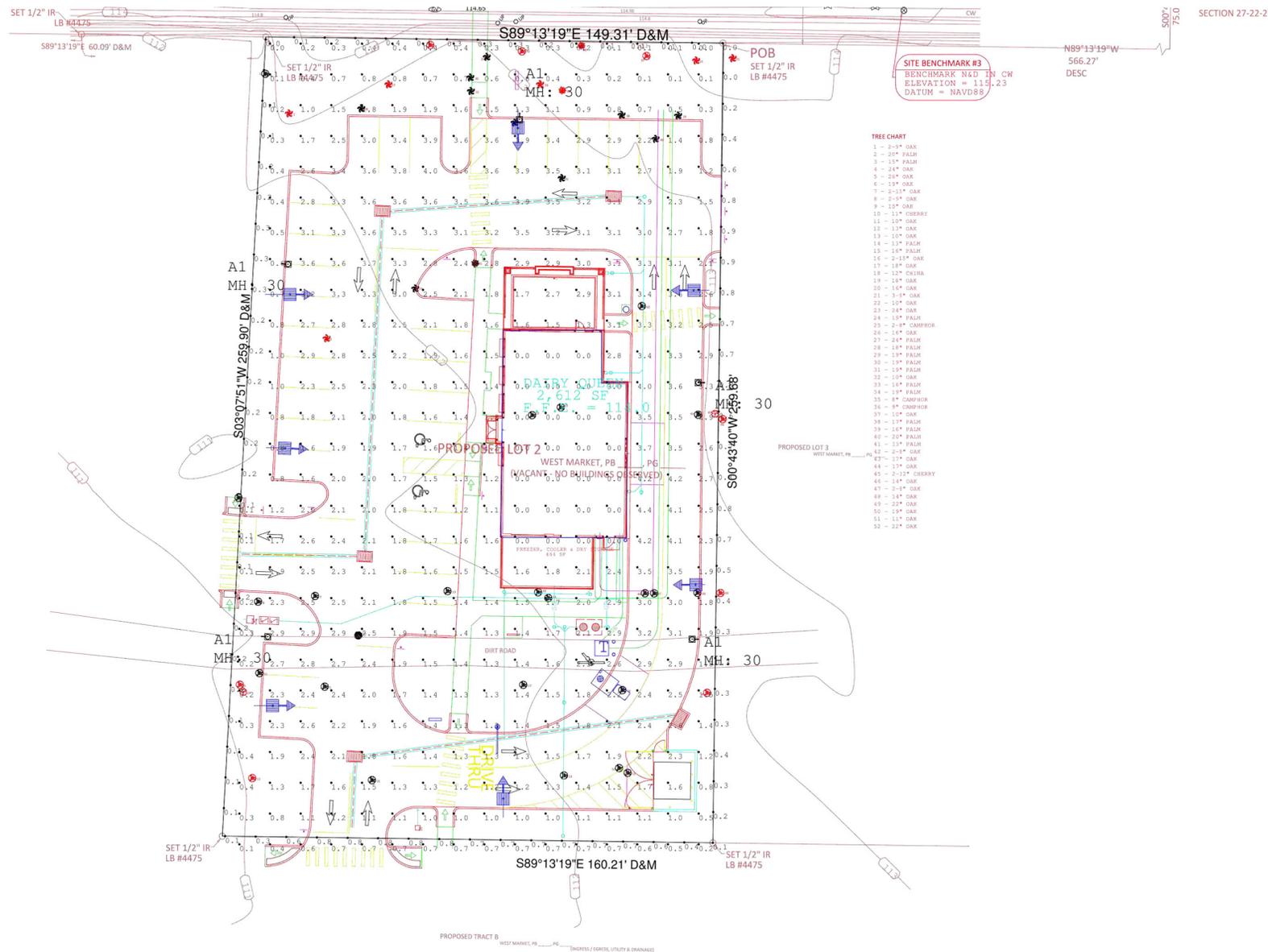
DATE: 06-06-18
 DRAWN: JB
 CHECKED: JB
 IRRIGATION PLAN
L3
 PROJECT NO.: 2017.136

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
 1-800-432-4770 or 811
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 FACILITIES NO LESS THAN TWO
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 Deltona, FL 32738 Jason Bridgewater, RLA
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 LC# 26000550 jasonbridgewater@gmail.com
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TOTAL SHEETS
 L1, L2, L3, and L4

SITE LIGHTING PLAN



TREE CHART

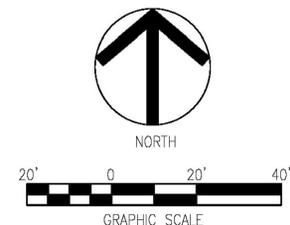
- 1 - 2-5\"/>

Lighting Partners of CP Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Watts	Arr. Watts	Lum. Lumens	LLF	Manufacturer	Description	BUG Rating
	5	A1	SINGLE	225	225	19488	0.912	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	GLEON-AP-04-LED-E1-SL4-HSS	B1-U0-G4

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.37	0.9	0.0	N.A.	N.A.
SITE LIGHTING	Illuminance	Fc	1.80	4.4	0.0	N.A.	N.A.



DAIRY QUEEN
STATE ROAD 50
WINTER GARDEN, FLORIDA

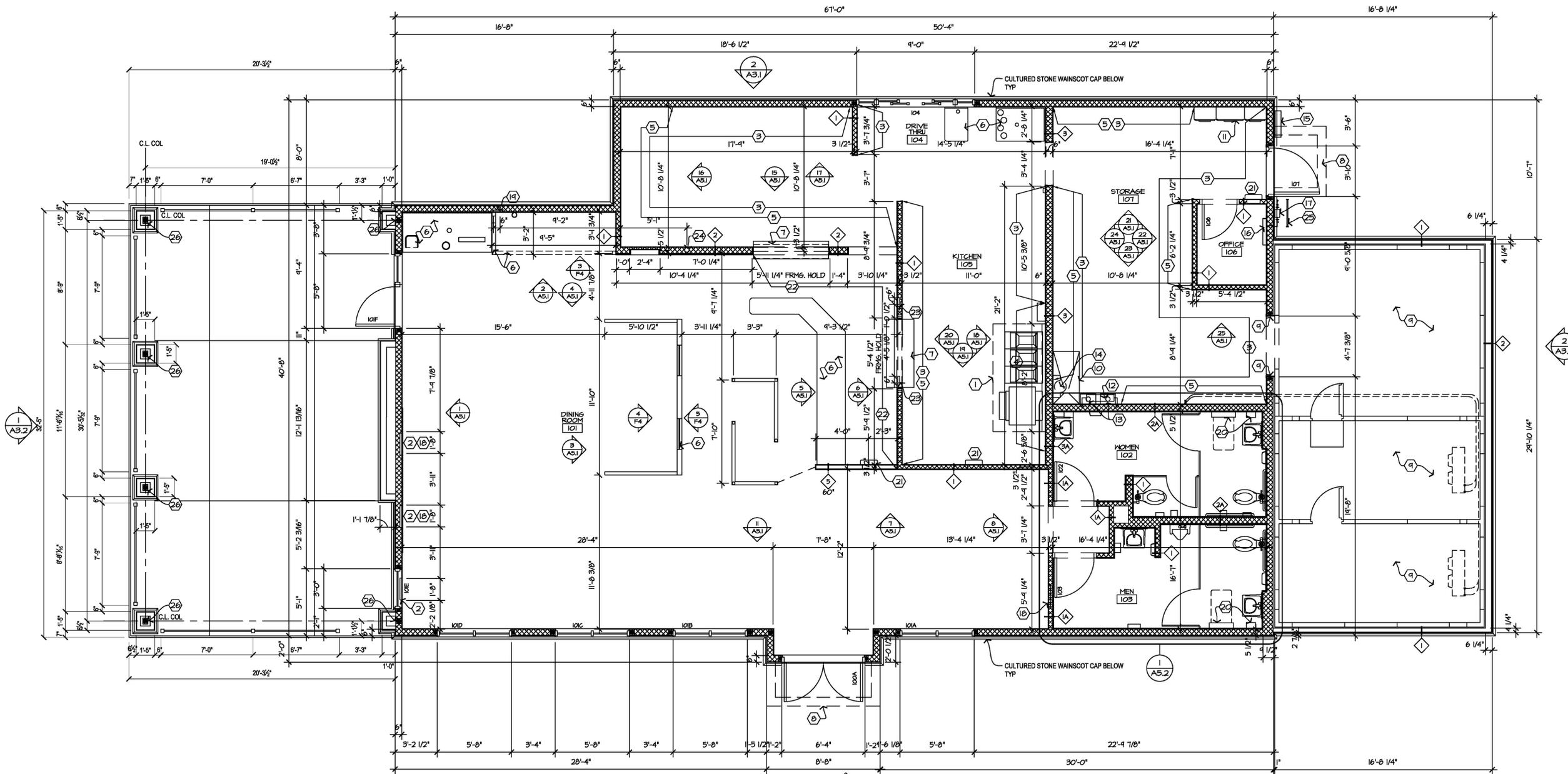
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DRAWN: MB
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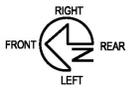
PROJECT NO.: 2017.136

REVISION	DATE	REVISION	DATE
	05-07-18		
	07-03-19		

Z DEVELOPMENT
S e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604



FLOOR PLAN
 A2.1 SCALE: 1/4" = 1'-0"



GENERAL NOTES

- UNLESS NOTED OTHERWISE, ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING.
- UNLESS NOTED OTHERWISE, ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD.
- REFER TO DRAWINGS AND SPECIFICATIONS PREPARED BY EQUIPMENT SUPPLIERS AND MECHANICAL SUPPLIER FOR THEIR UNIQUE REQUIREMENTS. ALL MATERIALS ARE TO BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

FLOOR PLAN NOTES

- GENERAL CONTRACTOR SHALL INSTALL EXHAUST HOOD PACKAGE AS WELL AS PROVIDE ANY/ALL NECESSARY MATERIALS IN ORDER FOR PROPER HOOD OPERATION. SEE SHEETS F1, F2, E1, M1, M3, & M5 FOR ADDITIONAL INFORMATION AND DETAILS. ANUL SYSTEM PROVIDED AND INSTALLED BY HOOD SUPPLIER.
- GENERAL CONTRACTOR TO PROVIDE AND INSTALL 2x8 HORIZONTAL WOOD BLOCKING (LET IN) TO STUDS BEHIND GYP. BD. CENTER OF BLOCKING TO BE AT 10" AFF AND 28" AFF. MIN. LENGTH OF BLOCKING AS NOTED, END OF BLOCKING MUST LAND ON STUD.
- PROVIDE 5/8" INTERIOR SANDED PLYWOOD IN LIEU OF GYPSUM WALL BOARD
- PROVIDE 5/8" CEMENT BOARD IN LIEU OF GYPSUM WALL BOARD
- PROVIDE HD. BLOCKING AT WALL SHELVES COORDINATE EXTENT WITH EQUIPMENT PLAN, SEE DETAIL 61A6.2
- COUNTERS AND DECOR WALLS ARE PART OF COUNTER MILLWORK PKG. SEE "P" SHEETS FOR PLAN, ELEVATION AND DETAILS.
- G.C. TO COORDINATE FRAMED OPENINGS WITH WALL FINISHES AND EXPEDITER SHELF SIZE
- CONC. STOOP, SEE STRUCTURAL
- GENERAL CONTRACTOR SHALL INSTALL WALK-IN COOLER/FREEZER PACKAGE. PROVIDE SEALED TRIM FROM COOLER BOX TO SIDE WALL. VERIFY SEALING REQUIREMENTS PER LOCAL CODES. (COOLER TYPICALLY 1" FROM WALLS - REFER TO DETAILS 2, 3, & 4/A6.1)
- MOP SINK, SEE DETAIL 71A6.2
- ELECTRICAL PANEL SEE ELEC DWGS - VERIFY W/MANUFACTURER INSTALL REQUIREMENTS
- WATER METER LOCATION, SEE PLUMBING SHEETS
- WATER HEATER, SEE PLUMBING DWGS
- WATER FILTER SYSTEM
- ELECTRICAL DISCONNECT AND METER SOCKET.
- PHONE BOARD
- GAS METER
- PROVIDE WOOD BLOCKING, AS REQUIRED, BEHIND GYP. BD. FOR WALL MOUNTED TELEVISION
- PROVIDE FULL HEIGHT WOOD BLOCKING BEHIND GYP. BD. FOR CAKE ENCLOSURE
- G.C. TO VERIFY AND PROVIDE BLOCKING PER MANUFACTURERS REQUIREMENTS
- SEMI RECESSED FIRE EXTINGUISHER CABINET.
- GENERAL CONTRACTOR TO PROVIDE AND INSTALL 2x8 HORIZONTAL WOOD BLOCKING (LET IN) TO STUDS BEHIND GYP. BD. TOP OF BLOCKING TO BE AT 44 1/8" AFF AND 10" AFF. MIN. LENGTH OF BLOCKING AS NOTED, END OF BLOCKING MUST LAND ON STUD.
- PROVIDE FULL HEIGHT WOOD BLOCKING BEHIND GYP. BD. FOR EXPEDITER SHELF
- PROVIDE 4" PVC SODA LINE CHASE (IN WALL) FROM 60" AFF TO ABOVE CEILING
- METAL LADDER TO ROOF IN SECURITY GATE & PADLOCK
- CONCEALED WOOD COLUMN, RE-STRUCTURAL DWGS

PARTITION TYPES

- | | | | |
|----|--|----|---|
| 1 | 2x4 WOOD FRAMING @ 16" O.C. EXTEND TO ROOF STRUCTURE | 4 | 3 5/8" MTL. FRAMING @ 16" O.C. EXTEND TO ROOF STRUCTURE. |
| 1A | 2x4 WOOD FRAMING @ 16" O.C. PROVIDE FULL THICKNESS & FULL HEIGHT SOUND BATT INSULATION EXTEND TO ROOF STRUCTURE. | 4A | 3 5/8" MTL. FRAMING @ 16" O.C. PROVIDE FULL THICKNESS & FULL HEIGHT SOUND BATT INSULATION EXTEND TO ROOF STRUCTURE. |
| 2 | 2x6 WOOD FRAMING @ 16" O.C. EXTEND TO ROOF STRUCTURE | 5 | 2x4 WOOD FRAMING @ 16" O.C. PARTIAL HEIGHT WALL SEE PLAN FOR HEIGHT |
| 2A | 2x6 WOOD FRAMING @ 16" O.C. PROVIDE FULL THICKNESS & FULL HEIGHT SOUND BATT INSULATION EXTEND TO ROOF STRUCTURE. | | |
| 3 | 6" MTL. FRAMING @ 16" O.C. EXTEND TO ROOF STRUCTURE. | | |
| 3A | 6" MTL. FRAMING @ 16" O.C. PROVIDE FULL THICKNESS & FULL HEIGHT SOUND BATT INSULATION EXTEND TO ROOF STRUCTURE. | | |

- GENERAL NOTES:**
- PROVIDE 5/8" GYP. BD. ON ALL WALL SURFACES UNLESS NOTED OTHERWISE
 - PROVIDE MOISTURE RESISTANT GYP. BD. AT WET WALL LOCATIONS.
 - ALL INTERIOR WALL SHEATHING (GYP. BD. OR PLYWOOD) TO EXTEND 3" ABOVE CEILING.

1925 Prospect Ave.
 Orlando, FL 32814
 P (407) 661-9100
 F (407) 661-9101
www.c-p.com
 Florida Corporate Certificate No. CA00056

Chakraborty & Peterson
 Architects Engineers Planners
 ORLANDO • PHILADELPHIA

CLIENT NAME
 Florida Restaurant Ventures, LLC
 400 E. 22nd STREET
 SUITE E
 LOMBARD, IL 60148-6104

PROJECT NAME
 DAIRY QUEEN
 WEST STATE ROAD 50
 LOT 2 WEST MARKET PCD
 WINTER GARDEN, FLORIDA

SHEET TITLE
 FLOOR PLAN

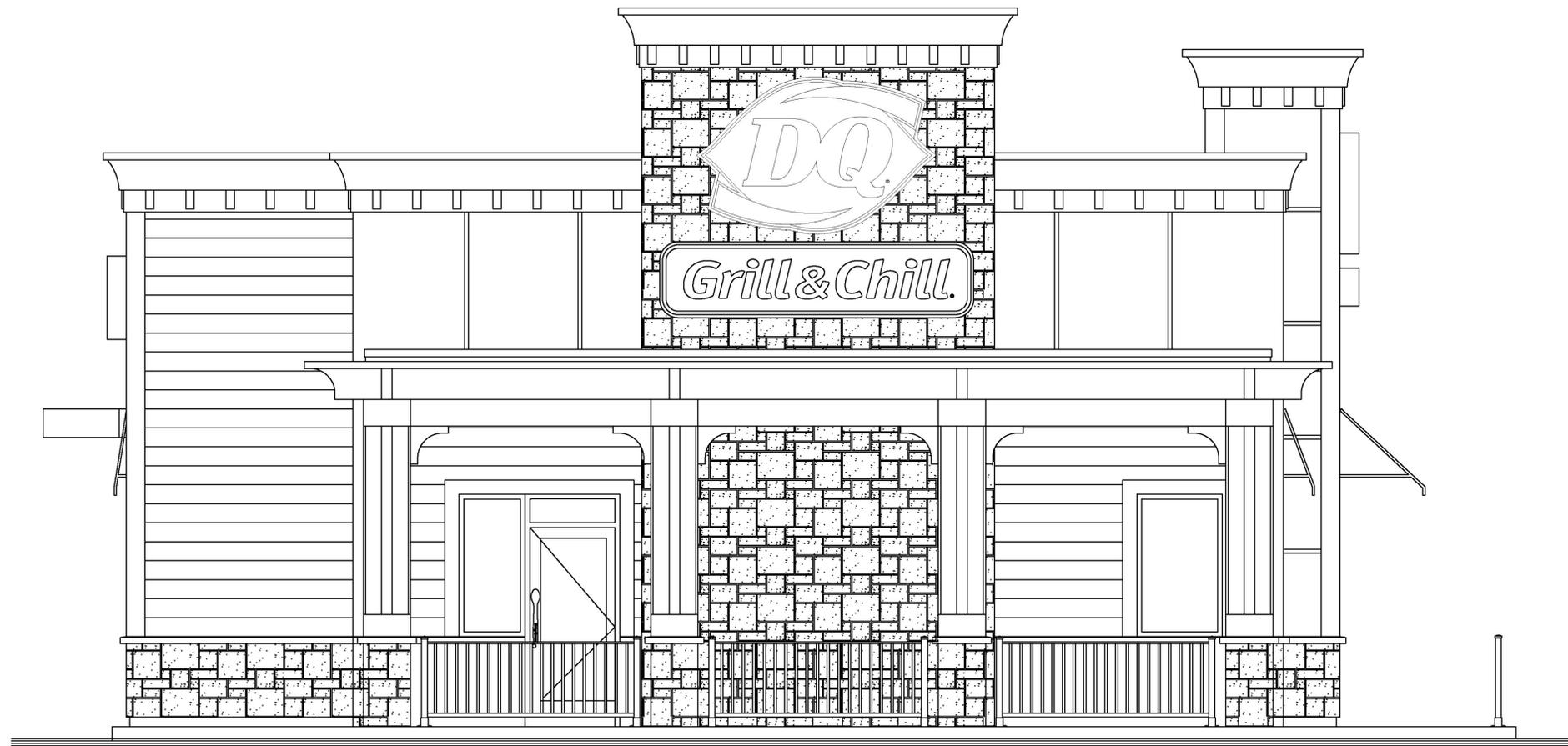
PROJECT NO.	2160335
DATE	11/08/2017
DRAWN BY	JH
CHECKED BY	WA
RELEASE	

PROJECT NO.	2160335
DATE	11/08/2017
DRAWN BY	JH
CHECKED BY	WA

A2.1



1 ENTRANCE ELEVATION
A3.1 NTS



2 FRONT ELEVATION
A3.1 NTS

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Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
www.cj.com
Florida Corporate Certificate #AA 000026



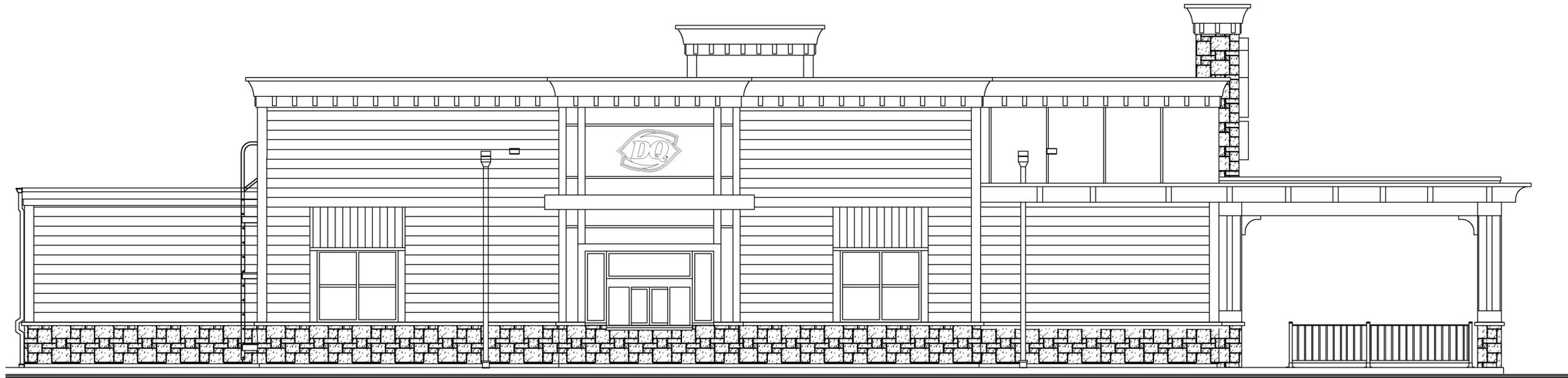
CLIENT NAME
Florida Restaurant Ventures, LLC
400 E. 22nd Street
Suite E
Lombard, IL 60148-5104

PROJECT NAME
Dairy Queen
West Saffo Road 90
Lot 2 West Market PCD
Winter Garden, Florida

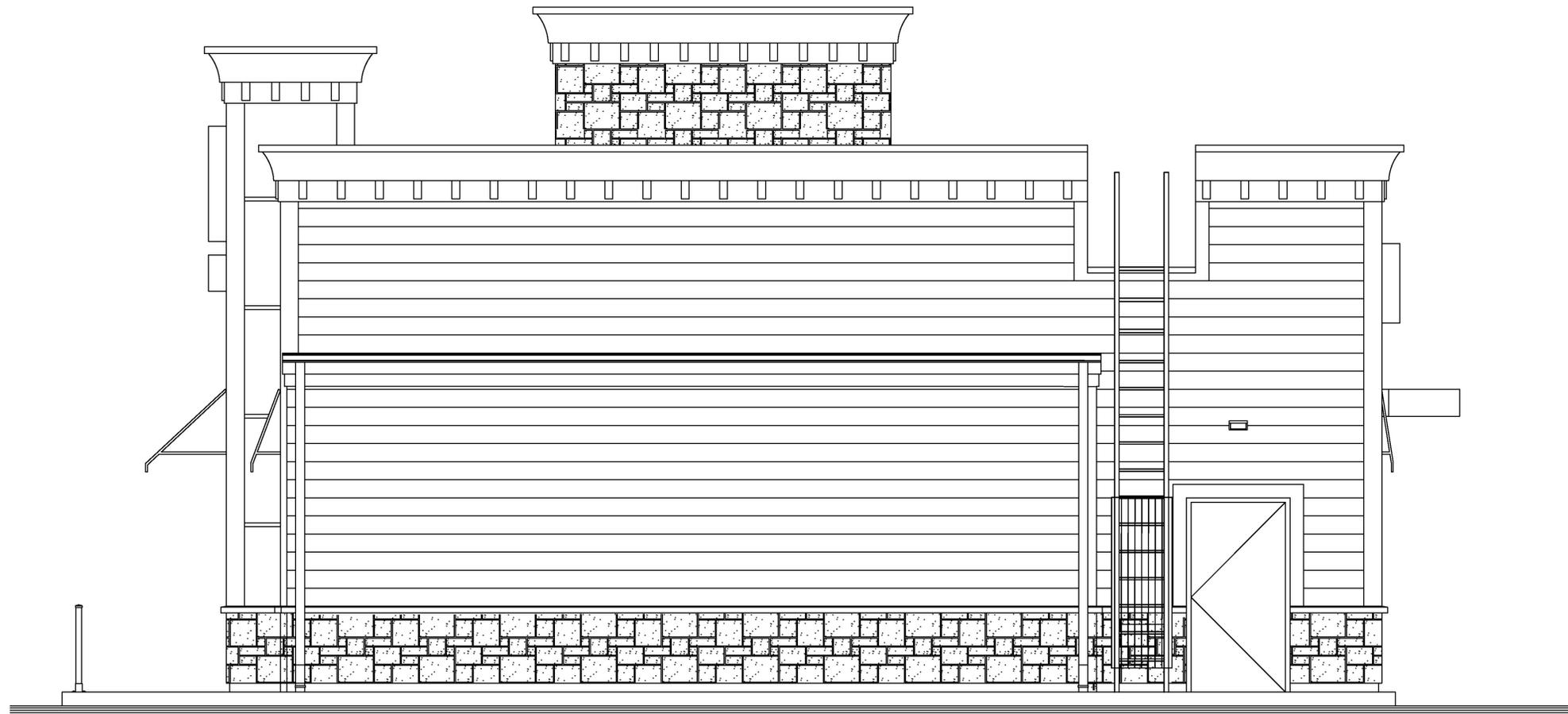
SHEET TITLE
Exterior Elevations

PROJECT NO.	216038
DATE	09/29/2018
DRAWN	AL
CHECKED	ER

A3.1



1 DRIVE-THRU ELEVATION
A3.2 NTS



2 REAR ELEVATION
A3.2 NTS

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
www.cp.com
Florida Corporate Certificate #AA 000026



CLIENT NAME
Florida Restaurant Ventures, LLC
400 E. 22nd Street
Suite F
Lombard, IL 60148-5104

PROJECT NAME
Dairy Queen
West State Road 90
Lot 2 West Market PCD
Winter Garden, Florida

SHEET TITLE
Exterior Elevations

PROJECT NO. 216035	DATE 09/22/2018	DRAWN AL	CHECKED ER
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A3.2

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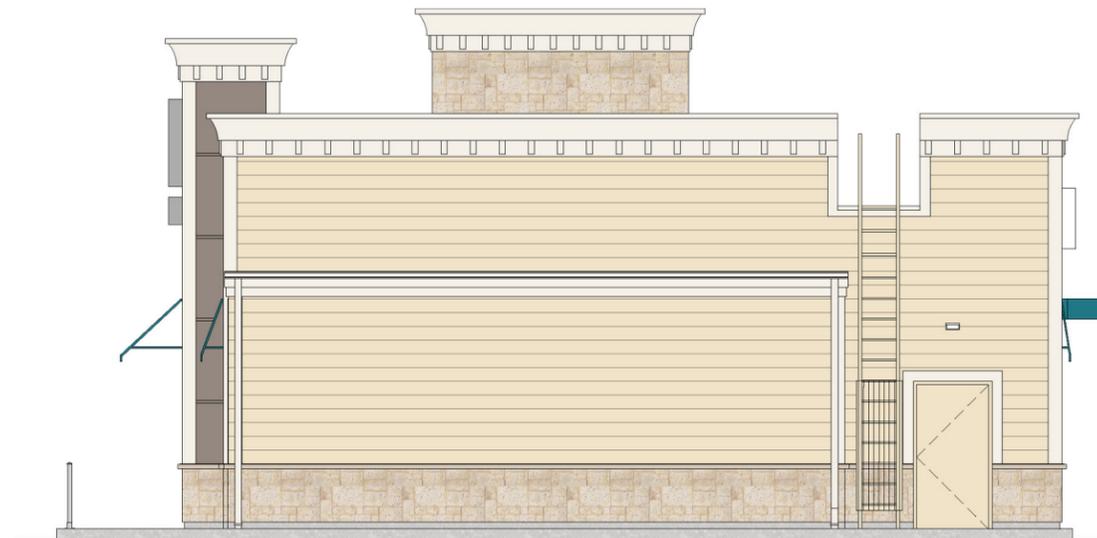
ENTRANCE ELEVATION



DRIVE-THRU ELEVATION



FRONT ELEVATION



REAR ELEVATION

Sherwin Williams
SW 7100
Arcade White

Sherwin Williams
SW 7676
Paper Lantern

Sherwin Williams
SW 7690
Townhall Tan

Sherwin Williams
SW 6074
Spalding Gray

Sherwin Williams
SW 6499
Stream

Sherwin Williams
SW 6769
Maxi Teal

Cultured Stone
Coral Stone
Fossil Reef

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

300 West Plant Street - Winter Garden, Florida 34787-3011
(407) 656-4111 - FAX (407) 877-2363

MEMORANDUM

TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: February 5, 2020
SUBJECT: REVIEW OF SITE PLAN – DQ GRILL & CHILL
14180 W COLONIAL DRIVE – WEST MARKET OUTPARCEL - LOT 1 (5th Review)

Pursuant to your request, we have reviewed the revised site plan dated 7/03/19 for compliance with the City's storm water and site requirements. This plan proposes to construct a single story 2,612 SF drive-thru restaurant with associated parking and infrastructure. This was submitted in response to our last review of 7/23/19 and DRC meeting of 8/14/19 where it was referred to staff review only.

ENGINEERING

We again recommend approval subject to approval by all other departments, and the following conditions and comments:

1. General Requirements (as noted on the plans):
 - a. All gravity sanitary pipe and fittings shall be PVC SDR 26. No D.I.P. will be allowed in any portion of the sanitary sewer system
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm ($\geq 12''$) and Sanitary lines ($\geq 6''$) shall be inspected by CCTV prior to completion.
 - e. Warranty period for any public improvements, including lift station and force main, shall be 2 years from the Certificate of Completion issuance.
2. Public Services Solid Waste Division shall approve dumpster location/alignment. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inclusive of bollards).
3. Thermoplastic pipe is being specified. It shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe, laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
4. All on-site utilities shall be privately owned and maintained. 100% of all required water and sewer impact fees shall be paid prior to City execution of FDEP permits or issuance of site or building permits. Meter sizes shall be provided for review by the Utilities Department for verification of impact fees at time of Building Permit application. Final plans will not be approved for construction until utility impact fees have been paid and FDEP permits or exemptions have been issued.
5. Any new water, sewer, or irrigation connections are required to pay utility impact fees, to be paid prior to issuance of site or building permits or execution of FDEP permits. Two new water services are shown with a new sanitary lateral(s). Provide meter sizes for impact fee calculations, however based on the 1" potable water line and a 1" irrigation meter shown, the impact fees are as follows:

1" Potable water meter	1 ea. @ \$2,715.00 =	\$2,715.00
Wastewater for 1" meter	1 ea. @ \$4,418.00 =	\$4,418.00
1" Irrigation Meter	1 ea. @ \$2,715.00 =	\$2,715.00
	TOTAL =	\$9,848.00

(does not include connection/installation fee)

6. All irrigation on the site shall be designed to be supplied by reclaimed water; irrigation connection shall be to the reuse stubout constructed with the master infrastructure (that will be served by a jumper to potable water until reclaimed is available). Irrigation lines shall be purple in color.
7. Grease trap sizing shown on the plans shall meet Winter Garden requirements as approved by the Building Department (specifications can be found under on-line forms "Utility Specifications").
8. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
9. On-site lighting and along street frontages will be required pursuant to City Code, meeting dark skies requirements; a photometric plan has been submitted for Planning Department review. Lighting fixtures shall be uniform for the entire shopping center.
10. Landscape or other improvements (walls, signs, etc.) shall not encroach into the required sight distance pursuant to FDOT requirements. The Design Engineer has provided sight triangles previously on signed & sealed construction drawings.
11. 5' wide concrete sidewalks are required on all street frontages. Any damaged, cracked or broken sidewalks or curbs shall be replaced prior to final completion.
12. Permit from SJRWMD is acknowledged as well as exemptions from FDEP for water and wastewater. NPDES NOI is exempt since the site is less than 1 acre, although City erosion & sediment control requirements must be met.
13. FDOT driveway permit for the overall development has been approved.

PLANNING COMMENTS

14. Signs on elevations are for reference only. All signs will be approved through separate permitting process and will not be approved with this site plan approval.

PUBLIC SERVICES COMMENTS

15. No further comments.

BUILDING COMMENTS

16. No further comments.

FIRE COMMENTS

17. No further comments.

STANDARD GENERAL CONDITIONS

18. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
19. All work shall conform to City of Winter Garden standards and specifications.
20. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
21. The City of Winter Garden will inspect private site improvements only to the extent that they connect to

City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

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

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

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager, Mike Bollhoefer

Date: January 31, 2020 **Meeting Date:** February 13, 2020

Subject: **Winter Garden Heritage Foundation Wine Walk**

Issue: Winter Garden Heritage Foundation is requesting approval to hold a wine walk through downtown Winter Garden on October 15, 2020.

Discussion:

The Winter Garden Heritage Foundation is requesting approval to hold a Wine Walk through downtown Winter Garden where guests will visit 13 different merchants and taste wine and food. Check-in will be at the Heritage Foundation building (21 East Plant Street) where there will be music and a speaker talking about the history of Winter Garden, and the walk will begin there. The Winter Garden Heritage building will also be the one location along the route where spirits are served. All wine tasting will be inside the merchant building and no alcohol is allowed outside. The event is proposed to start at 6:00 PM and end at 10:00 PM.

Recommended Action:

Staff recommends approval of the Wine Walk.

Attachment(s)/References:

Permit Application

Map showing merchants where wine will be served



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

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

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)



20-315

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

APPLICANT NAME: Frank Chase

ORGANIZATION/GROUP NAME: Winter Garden Heritage Foundation

NAME OF EVENT: Spirits in the Garden

BUSINESS ADDRESS: 21 East Plant Street

CITY: Winter Garden **STATE:** FL **ZIP:** 34787

BUSINESS PHONE: 407-656-3244 **BUSINESS FACSIMILE:** _____

EMAIL: fwchase3@aol.com

MAILING ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FEIN: 59-3201766 **NON PROFIT** **CORPORATION** **INDIVIDUAL**

EVENT LOCATION: Winter Garden Heritage Foundation/Historic District/Plant Street
 (MAP MUST BE ATTACHED)

CITY: Winter Garden **STATE:** FL **ZIP:** 34787

TYPE OF EVENT	EVENT DETAILS	EVENT EQUIPMENT
<input type="checkbox"/> FESTIVAL	<input checked="" type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED	<input type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input type="checkbox"/> ALCOHOL SALES	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> PARADE	<input type="checkbox"/> FOOD VENDORS: # OF _____	<input type="checkbox"/> INFLATABLE DEVICES
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> WEDDING/RECEPTION	<input type="checkbox"/> OPEN TO PUBLIC	<input type="checkbox"/> COOKING EQUIPMENT USED
<input type="checkbox"/> REVIVAL	<input type="checkbox"/> STREET / SIDEWALK CLOSURE	<input type="checkbox"/> GAS <input type="checkbox"/> OPEN FLAME
<input checked="" type="checkbox"/> OTHER: (EXPLAIN)	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> *TEMPORARY EVENT SIGNAGE
<u>Event features wine and food tastings</u>	<input type="checkbox"/> ELECTRIC USED	# OF: _____
<u>at various merchants/businesses</u>	<input type="checkbox"/> PREVIOUSLY HELD EVENT	SIZE(S): _____
<u>along Plant Street and at the Winter</u>	<input type="checkbox"/> OTHER: (EXPLAIN)	LOCATION: _____
<u>Garden Heritage Foundation</u>	_____	<input type="checkbox"/> TENTS - #OF: _____
_____	_____	SIZE(S): _____
_____	_____	<input type="checkbox"/> 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.



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):

Attendees to Spirits in the Garden purchase a ticket to sample wine, spirits, and food at 13 merchant

the Historic District along Plant Street. Attendees will check in at the Winter Garden Heritage Foundation and acquire a map of the businesses participating in Spirits in the Garden. The Winter Garden Heritage Foundation will be the only location to feature spirits.

The Winter Garden Heritage Foundation will also feature music and a program/speaker on a historical topic.

The Foundation will instruct attendees on the rules regarding the consumption of alcohol as well as acquire off duty police to assist that those rules are enforced.

DAYS AND HOURS OF EVENT:

START DATE: 10/15/20

END DATE: 10/15/20

EVENT HOURS: 6:00 P.M. - 10:00 P.M.

SUN	MON	TUE	WED	THU	FRI	SAT

ESTIMATED DAILY ATTENDANCE:

SUN	MON	TUE	WED	THU	FRI	SAT
				400		

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: Frank Chase

ADDRESS: 21 East Plant Street

CITY: Winter Garden STATE: Florida ZIP: 34787

PHONE: 407-509-6614 CELLULAR:

EMAIL: fwchase3@aol.com

PROPERTY OWNER: Winter Garden Heritage Foundation

ADDRESS: 21 East Plant Street

CITY: Winter Garden STATE: Florida ZIP: 34787

PHONE: 407-656-3244 CELLULAR:

EMAIL: jrcrescitelli@wghf.org

I, Frank W. Chase, 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.

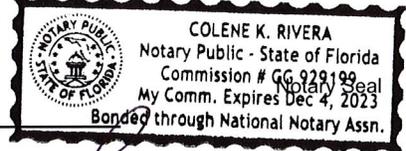
[Handwritten Signature]

APPLICANT'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 31 DAY OF JANUARY, 2020 BY FRANKLIN WITMOR CHASE, WHO DID NOT TAKE AN OATH.

PERSONALLY KNOWN OR

PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED FL DL



[Handwritten Signature]

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 <u>W</u>	DATE RECEIVED <u>1/31/20</u>	<input type="checkbox"/> FEES PAID	
DATA CLERK INITIALS <u>W</u>	DATE SCANNED <u>1/31/20</u>		
P & Z APPROVAL _____	DATE APPROVED _____		
CITY MANAGER/DESIGNEE _____	DATE _____	APPROVAL	<input type="checkbox"/> YES <input type="checkbox"/> NO
CONDITIONS _____			



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164798
Aug. 15, 2013 LTR 4168C 0
59-3201766 000000 00

00026181

BODC: TE

WINTER GARDEN HERITAGE FOUNDATION
INC
PO BOX 770657
WINTER GARDEN FL 34777



016048

Employer Identification Number: 59-3201766
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

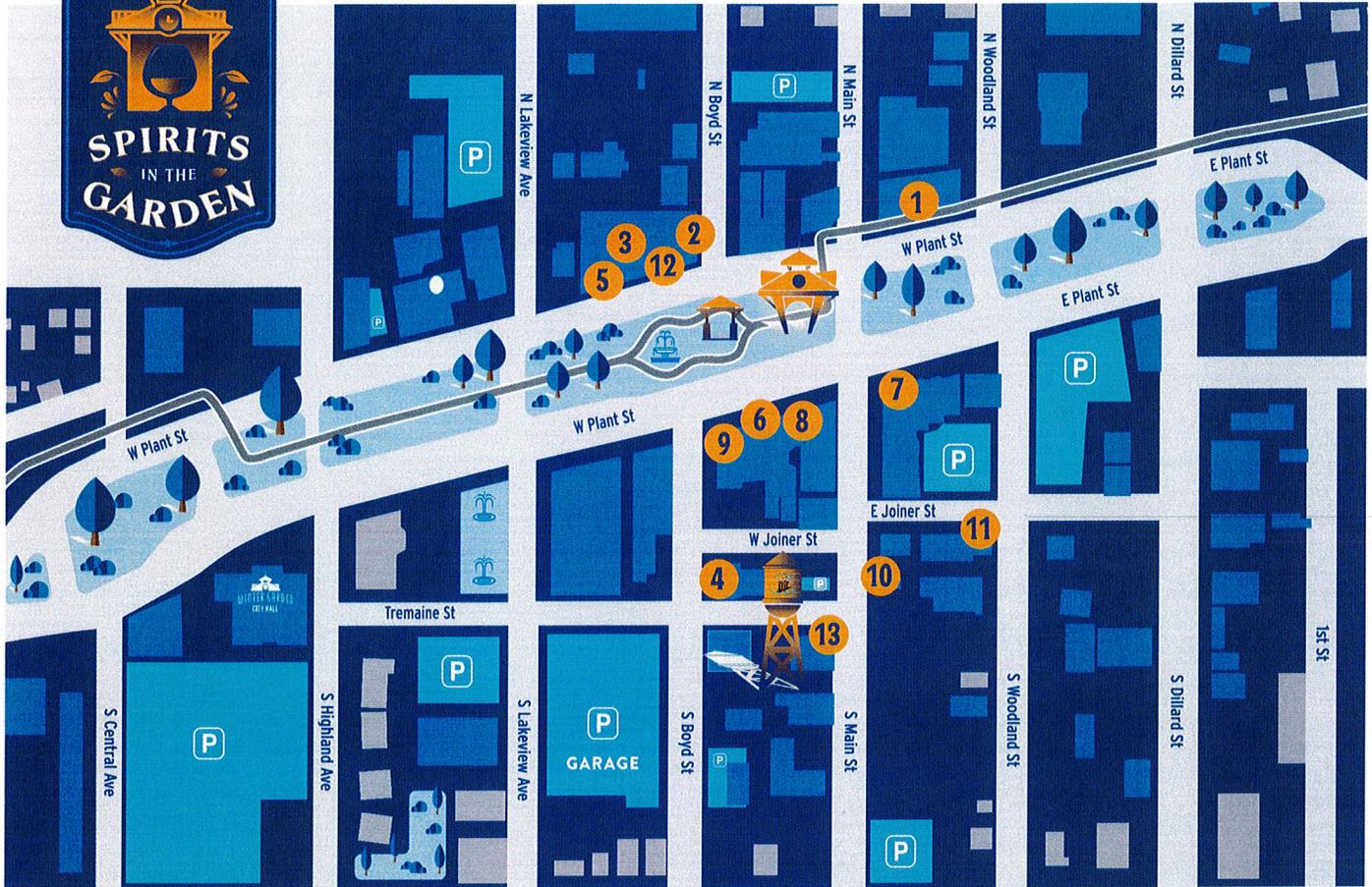
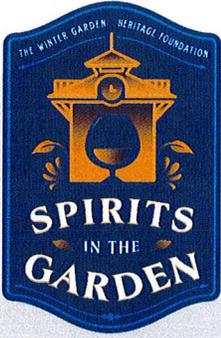
This is in response to your Aug. 06, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1994.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



1 WINTER GARDEN
HERITAGE FOUNDATION
21 East Plant Street

2 WINTER GARDEN
WHEEL WORKS
101 W Plant St

3 THE BOUTIQUE
ON PLANT
111 W Plant St

4 CENTRAL FLORIDA
RAILROAD MUSEUM
101 S Boyd St

5 THE SACRED OLIVE
125 W Plant St

6 WAY CHOCOLATE
50 W Plant St

7 ALLEN & COMPANY
16 E Plant St

8 DRIFTWOOD MARKET
46 W Plant St

9 VINTAGE SKY SALON
60 W Plant St

10 THE BULK PANTRY
103 S Main St

11 BOMBSHELL SALON & SPA
50 E Joiner St

12 HEIRLOOM AMISH
FURNITURE
121 W Plant St

13 GRIFFIS WEALTH STRATEGIES,
RAYMOND JAMES
112 S Main St



21 EAST PLANT STREET, WINTER GARDEN · WWW.WGHF.ORG · 407.656.3244

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager, Mike Bollhoefer

Date: February 6, 2020 **Meeting Date:** February 13, 2020

Subject: **Winter Garden Lions Club Easter Egg Hunt**

Issue: Winter Garden Lions Club is requesting approval to hold the 69th annual Easter Egg Hunt at Newton Park on April 11, 2020.

Discussion:

The Winter Garden Lions Club is requesting approval to hold their annual Easter Egg Hunt at Newton Park on April 11, 2020 from 8:00 am to 12:30 pm. The event will be the same as past years where they will have Easter egg hunts for multiple age groups throughout the park. There will also be free foods, drinks, face painting, and other activities for children throughout the park. The Police Department and Parks Department will work with the Lions Club to set up and coordinate the event.

Recommended Action:

Staff recommends approval of the 69th Annual Easter Egg Hunt.

Attachment(s)/References:

Permit Application
Site Plan



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

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

20-378
DAN

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: 2/6/20
PERMIT FEE PD. ON: p/c INIT. [Signature]

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 02/06/2020
ORGANIZATION/GROUP: WINTER GARDEN LIONS CLUB NON-PROFIT CORP INDIV.
NAME OF EVENT: ANNUAL EASTER EGG HUNT
CONTACT/REPRESENTATIVE: AL WHITE PHONE # 321-695-3314
ALT. PHONE #: 407-583-0291 UNTILL 3:00 PM M-F EMAIL: WHITEHOUSE4849@GMAIL.COM
EVENT LOCATION: NEWTON PARK PROPOSED DATES: _____
HOURS: 8 AM TO 12:30 PM ESTIMATED DAILY ATTENDANCE: 500
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: 04/11/2020 8 AM BREAKDOWN: 04/11/2020 12:30 PM

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- FESTIVAL
- EXHIBIT(S)
- CARNIVAL/CIRCUS/FAIR
- GENERAL MEETING
- PARADE
- BLOCK PARTY OR PICNIC
- SPORTING EVENT/COMPETITION
- WEDDING/RECEPTION
- REVIVAL
- OTHER (EXPLAIN)

EVENT DETAILS

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

EQUIPMENT AT EVENT

- AMPLIFIED SPEAKING/MUSIC
- HOURS OF: _____
- PORTABLE RESTROOMS
- SPORTS EQUIPMENT
- STAGE/PROPS/PRODUCTION
- TENTS # & SIZE OF: 6 10X10
- TEMPORARY EVENT SIGNAGE
- DUMPSTERS/RECEPTACLES
- COOKING EQUIPMENT USED
- GAS OPEN FLAME
- OTHER (EXPLAIN): _____



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

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

SPECIAL EVENTS

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

69TH ANNUAL EASTER EGG HUNT
WILL HAVE SERVERAL PARTNER CHURCHES PARTICIPATING PROVIDING FREE FOOD,DRINKS,FACE PAINTING
TEMPORY TATOOS,STICKERS ETC
WG POLICE DEPARTMENT,WG FIRE DEPARTMENT ,CHICK FIL A WILL ALSO BE PRESENT

NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT’S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	<input type="checkbox"/> FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: <input type="checkbox"/> Yes / <input type="checkbox"/> No	
CONDITIONS:			



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SPECIAL EVENTS POLICIES AND PROCEDURES

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000
- PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000
- FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

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

PERMIT FEES

- EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00
- EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00
- EVENTS WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.

GARDEN STREET

