CITY COMMISSION and
COMMUNITY REDEVELOPMENT AGENCY

AGENDA

(*Revised – 2/25/2019)

CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING February 28, 2019 6:30 p.m.

CALL TO ORDER
Determination of a Quorum
Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES
   Regular Meeting Minutes – February 14, 2019

2. FIRST READING AND PUBLIC HEARING OF ORDINANCES
   A. Ordinance 19-10: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 18-32, THE CITY OF WINTER GARDEN FISCAL YEAR 2018-2019 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE with second reading and public hearing March 14, 2019 – Finance Director Zielonka

3. SECOND READING AND PUBLIC HEARING OF ORDINANCE
   A. Ordinance 19-11: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING CHAPTER 38, ARTICLE II, DIVISION III OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN REGARDING LOT CLEARING TO CREATE PROVISIONS RELATING TO LOT MAINTENANCE REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR STANDARDIZED UPKEEP AND PROPERTY RELATED NUISANCE ABATEMENT REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE – Community Development Director Pash

4. REGULAR BUSINESS
   A. Recommendation to deny a Site Plan for 1200 Daniels Road (Daniels Road Business Park) which did not meet all code requirements (Postponed 2/14/2019) – Community Development Director Pash
B. Recommendation to approve retirement of Canine Mack, award custody to Mathew Griffin, and approve purchase of replacement canine through existing budgeted funds – Police Chief Graham

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

C. Recommendation to approve a façade matching grant of up to $10,000 and authorize the City Manager to execute an agreement, subject to conditions – Economic Development Director Gerhartz

D. BOARD APPOINTMENT: Community Redevelopment Agency Advisory Board – Community Development Director Pash

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

5. MATTERS FROM PUBLIC (Limited to 3 minutes per speaker)

6. MATTERS FROM CITY ATTORNEY – Kurt Ardaman

7. MATTERS FROM CITY MANAGER – Mike Bollhoefer

8. MATTERS FROM MAYOR AND COMMISSIONERS

ADJOURN to a Regular Meeting on Thursday, February 28, 2019 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.
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 were 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, Finance Director Laura Zielonka, Fire Chief Matt McGrew

1. APPROVAL OF MINUTES
Motion by Commissioner Sharman to approve regular meeting minutes of January 24, 2019 as submitted. Seconded by Commissioner Maciel and carried unanimously 5-0.

2. OATH OF OFFICE OF NEW FIREFIGHTER, ASSISTANT CHIEF AND PROMOTIONAL ACKNOWLEDGEMENTS
Fire Chief McGrew introduced and administered the oath of office to new Firefighter Angel Rivera, presented promotional acknowledgements to Fire Engineer Landon McPherson, and Fire Lieutenant Brandon Sabat. Fire Chief McGrew then introduced and administered the Oath of Office to new Assistant Chief of Training and EMS Carollee Burrell.

3. FIRST READING AND PUBLIC HEARING OF ORDINANCES
   A. Ordinance 19-10: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 18-32, THE CITY OF WINTER GARDEN FISCAL YEAR 2018-2019 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

      City Attorney Ardaman read Ordinance 19-10 by title only. City Manager Bollhoefer requested that this item be postponed to February 28, 2019 at 6:30 p.m.

      Motion by Commissioner Buchanan to POSTPONE Ordinance 19-10 to the next City Commission meeting of February 28, 2019 at 6:30 p.m. Seconded by Commissioner Bennett and carried unanimously 5-0.

   B. Ordinance 19-11: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING CHAPTER 38, ARTICLE II, DIVISION III OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN REGARDING LOT CLEARING TO CREATE PROVISIONS RELATING TO LOT MAINTENANCE REQUIREMENTS FOR RECREATIONAL
4. **SECOND READING AND PUBLIC HEARING OF ORDINANCES**

A. **Ordinance 19-08**: 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; amending Section 54-202, Miscellaneous Provisions; amending Section 54-213, Reemployment After Retirement; amending Section 54-214, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all ordinances in conflict here with and providing an effective date

City Attorney Ardaman read Ordinance 19-08 by title only. Assistant City Manager – Administrative Services Gilbert stated that this is the second reading and public hearing of Ordinance 19-08 as drafted by the Police and Firefighters’ Pension Board Attorney. It implements changes to the Internal Revenue Code and provides clarification made necessary by recent litigation relevant to those changes. He noted that the Firefighter and Police Pension Board approved these changes. He also noted that the Pension Board’s Actuary indicated no cost is associated with the adoption of the ordinance. Staff recommends adoption of Ordinance 19-08.

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

**Motion by Commissioner Sharman to adopt Ordinance 19-08.** Seconded by Commissioner Maciel and carried unanimously 5-0.
B. **Ordinance 19-09**: AN ORDINANCE OF THE CITY OF WINTER GARDEN AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE II, PENSION PLAN FOR GENERAL EMPLOYEES, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-33, DISABILITY; AMENDING SECTION 54-41, MISCELLANEOUS PROVISIONS; AMENDING SECTION 54-49, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-52, RE-EMPLOYMENT AFTER RETIREMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 19-09 by title only. Assistant City Manager – Administrative Services Gilbert stated that the proposed Ordinance 19-09 has been drafted by the General Employees’ Pension Board Attorney. It implements changes to the Internal Revenue Code and provides clarification made necessary by recent litigation relevant to those changes. He noted that the General Employees’ Pension Board has approved these changes and the Pension Board’s Actuary has determined that there is no cost associated with the adoption of the ordinance. Staff recommends approval of Ordinance 19-09.

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

**Motion by Commissioner Bennett to adopt Ordinance 19-09. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

5. **REGULAR BUSINESS**

A. **Recommendation to approve authorization to dispose of Surplus Vehicles, Equipment and Materials**

Fleet and Facilities Division Manager Caines stated that approval is requested to dispose of assorted vehicles, equipment, and property which is no longer useable for various reasons. In addition, there has been an accumulation of scrap metal from old dumpsters and items collected from the public. The second part of the request is to approve an agreement with Trademark Metals Recycling for disposal of the scrap metal product. He noted that a list of some items were included in the agenda packet.

**Motion by Commissioner Buchanan to approve authorization to dispose of Surplus Vehicles, Equipment and Materials, to include scrap metals as noted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

B. **Recommendation to deny a Site Plan for 1200 Daniels Road (Daniels Road Business Park) which did not meet all code requirements**

Community Development Director Pash stated that this is a recommendation for denial from staff and is an appeal for the applicant. He acknowledged that the applicant would
give a presentation of their case, and noted that staff would respond to their comments afterward.

City Attorney Ardaman clarified that what is being considered is the recommendation for the denial of the site plan.

**Dan Roberts**, 25613 Hawks Run Lane, Sorrento, Florida thanked the City Commission for the opportunity to appear before them. He described the location of property he owns in Winter Garden as being at the southwest corner of West State Road 50 and Daniels Road. He noted that he would be referencing a brochure which was distributed to the City Commission. He indicated that he was appearing without an attorney and stated that this was not a threat of any legal action. He informed that he has a genuine disagreement with staff and wanted to present his situation and argument for the City Commission consideration. He disclosed that he has not lobbied anyone on the City Commission and noted he has had only brief discussions with staff. He shared experiences and visits he has had with his family in the City of Winter Garden. He also provided history of properties he has owned and developed including business locations for SunTrust and Fairwinds banks. He shared that there were access roads included in the planning, between the two buildings, for future development.

Mr. Roberts referred the City Commission to the distributed information he provided and described information it contained. Some items he noted were components of the proposed site plan, as well as potential revenue and job creation the project would bring to the City.

Mr. Roberts noted that in their project they agreed to provide extensive landscaping consistent with the State Road 50 Overlay. He continued summarizing the information contained within each tabbed section of the information distributed and also described periodic pre-planning meetings and reviews by Development Review Committee (DRC). He noted that his specific focus would be on comments of January 29, 2019, which is the basis and summation of previous reviews.

Mr. Roberts addressed the issue of a distressed wetland on the property which he states has been a subject of conversation with the City for a number of months. He feels that is important to address this as there is information that should be seen and understood by the City Commission. He explained that the primary focus for the recommendation for denial is that Planning does not believe that his project’s stormwater calculations are adequate to meet the needs of the City. He stated that they do not believe that approximately four acres of wetlands on the property should be eradicated. These are the two major issues he wanted to address and noted that there are other smaller engineering issues. They have overall met the engineering design pursuant to the City’s code. He indicated that there have been no objections from neighbors and everyone
they have contacted have been in support of the project. He noted that they have met all conditions for utilities, traffic and fire, etcetera.

Mr. Roberts addressed the wetland issue, stating that the first comment received from planning was that the wetland could not be removed. It was commented that the City’s code Section 94-131 prohibited the use of certain uses in wetlands. He referred to item four, noting an excerpt which stated any other use permitted by the St. Johns River Water Management District (SJRWMD), State Department of Environmental Protection or applicable environmental agencies. He stated for the record that it is important it be known that they have obtained their water management permit. Additionally, they have also obtained their jurisdictional permit from the U.S. Army Corps of Engineers which documents that no permit is required because the agency does not see the wetland as important enough to regulate.

Mr. Roberts referred to 1984 aerials of his property and noted a well-developed wetland on the property which was there until sometime between 1984 and 1987. He then referred to an aerial of the same property a few years later where the wetland had been deforested, the organics removed, and the property filled. He explained details of the process in order to make those types of changes, stating that the City would have known these changes were being made over that period of time. He described the location as being currently where Burger King and McDonald’s dwell. He shared that the wetlands had been removed 15 years prior to his purchase of the property. He explained how he mitigated the property by the purchase of offsite credits. He also explained that the City has maintained that he could not go outside of the City to purchase mitigation, that he needed to purchase within the City. He referred to Florida State Statutes 373.4135 which stated that local governments shall not deny the use of a mitigation bank for an offsite regional mitigation due to its location outside of the jurisdiction of local government. He explained the purchase of mitigation credits and the purpose of their use. He expressed that he is doing the best he can to provide for the mitigation of this property that he owns in order to develop it.

Mr. Roberts referred to information containing environmental consultation discussions on the value of the existing wetlands and why they believe that the wetlands should be replaced and mitigated.

Mr. Roberts addressed the stormwater issue and stated that planning has said that they did not believe the design will adequately provide for stormwater facilities for a 100-year event. He acknowledged that in attendance were his consultant engineer, who is the designer of the project, as well as Dr. Krishnamurthy a consultant and former manager of the Orange County Stormwater Department. He noted that Dr. Krishnamurthy is very familiar with this particular area, geographically. Mr. Roberts expressed that they are not taking the City’s comments lightly and are working to provide, what they feel, is adequate, minimum engineering that should satisfy the City
with regard to stormwater. At this time in the meeting Mr. Roberts recognized Steve Mellich to address the City Commission on his behalf.

Steve Mellich, partner of Mellich Blenden Engineering, Inc. of 500 North Maitland Avenue, Suite 304, Maitland, Florida 32751 stated that he is the President of Mellich Blenden Engineering. Mr. Mellich indicated that he would address, what he believes Community Development Director Pash may have meant in comments made regarding the designs not meeting all code requirements. He noted that because he is guessing regarding the comments that he be given an opportunity for addressing staff comments to be heard later in the meeting. Mr. Mellich noted that there are only three outstanding issues, per the code requirements, that have not been addressed. Two of those items they became aware of at the last Development Review Committee (DRC) meeting. One of which referred to the last pages of the fifth comments they received under planning. He noted a new comment under number 21, they received but states that planning now has an issue or concern about the building elevations as it faces Daniels Road. He stated that they have spoken to the architect and that is something they can work out. Comment number 22 regarding the landscape plan was noted as not being reflected in the new site plan; items that must have been missed. He believes that the comment of noncompliance with code is narrowed down to staff comment number 18; which has been there since the first round of comments. Mr. Mellich noted that they have been trying to work through this comment since January of 2016; as noted in their tab number 5.

Mr. Mellich stated that they have not been able to ascertain, through the numerous DRC meetings attended, as to what the planner’s concerns are for the stormwater aspects of this project. He referred to planning number 18 (DRC Comments - 1200 Daniels Road - January 28, 2019), middle of second paragraph, which notes that the policies and regulations do not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is highly prone to flooding. He stated that he has never seen an ordinance which states especially if it is high flooding. Mr. Mellich continued reading from the excerpt and stated that he is here as the civil engineer on the project and designed the stormwater management facilities. He informed that they have permitted his stormwater calculations through the St. Johns River Water Management District (SJRWMD) and through the City. He expressed that there are zero engineering comments on his stormwater design. He shared that they went above and beyond due to concerns regarding the 100-year flood plain. He noted that 13 different areas were analyzed for the impact of their project to the area. Mr. Mellich commented that his understanding and belief is that the entire issue for the recommendation for denial is that they do not want them to fill this already filled wetland. He explained how Dr. Krishnamurthy came to be a part of this item and recognized him to address this issue.
Dr. M. Krishnamurthy, an engineer and former employee of Orange County Stormwater Management stated that Mr. Dan Roberts hired him to independently review his engineer’s report. He indicated that at that time he did not know anything about the project. He shared some history on Mr. Roberts contact with the City’s Engineering consultant, inquiring of the concerns with respect to the stormwater in this project. Dr. Krishnamurthy stated that Art Miller, City Engineering Consultant, informed him that he wanted to make sure this project does not impact any downstream or upstream water in terms of flooding. He indicated that he then went to the site and asked Steve [Mellich] to give all of his backup data. Mr. Krishnamurthy stated that Mr. Mellich gave him a preliminary report at that time. Mr. Krishnamurthy stated that he met with Art Miller one more time and submitted the report and asked his comments as to whether all of his concerns has been addressed. He stated that all he heard at this time is that we will get back to you. After two years, Mr. Roberts came back to him and informed him that he has not heard any comments on the engineering aspects. After reviewing it again, at that time, he believed that what Mr. Mellich had done met the current standards. He noted that the water management district also gave a permit based upon the calculations. Dr. Krishnamurthy stated that it is of his professional opinion that this report shows both upstream property water and downstream property water does not have any negative impact.

Dan Roberts at this point in the meeting referred to a copy of the Steve Mellich stormwater study that was sent to the St. Johns River Water Management District (SJRWMD). He expressed that it was exhaustive and extensive. He shared that the water management district had very few comments and signed off on the study.

Mr. Roberts shared another point he felt to be important for the City Commission to know and describe an area of open ditches that were clogged. He shared that he informed staff that he offered to clean them, at no cost, if they affect his project. He expressed that he never got a response and feels he has done everything he could possibly do. He stated that his development will not create the problem and they cannot control what is downstream.

Mr. Roberts summarized by stating that the project has received State and Federal approvals, they have responded to all comments of the City, have agreed to all conditions set by engineering. They have provided verifiable evidence that the subject wetland was destroyed and filled between 1984 and 1987, noting that the aerial was Orange County's and not theirs. The water management district report and two very qualified environmental consultants have shown the wetland is isolated and of such poor quality that it is better to be removed and purchase mitigation in a healthy, well maintained mitigation bank. He shared that he has committed more than $175,000, to date, on mitigation credits with Lake Louisa Bank and the Hammock Lake Bank. Their project has met the State Road 50 Overlay standards and they have absolutely no opposition from the public. They will generate over $200,000 a year in real estate taxes.
He noted the potential creation of jobs, addition to the economy, and have provided building submittals to the DRC for comment. He expressed that he felt his project has been placed in purgatory and the only way to get out was to have his project brought before the City Commission for approval or denial. He pleaded for assistance in this matter and expressed that if the City Commission is not ready to make a decision tonight, that their vote be extended until the next meeting. He expressed that if the City Commission feels he has a compelling argument, he would appreciate their support.

**Community Development Director Pash** distributed a copy of the St. Johns River Water Management District (SJRWMD) permit, as well as two DRC memorandums.

**City Attorney Ardaman** noted that staff is prepared to respond to all comments that have been made, however, the applicant did ask the City Commission for a continuance. He noted that it is thought that it might be in the City Commission’s best interest to honor that request and continue to the next meeting. The meeting can be picked up at the hearing from staff and make a decision at that point.

**Mayor Rees** noted that they could hear from staff but this information would not be digested this evening.

**City Manager Bollhoefer** noted that it is the City Commission’s decision whether they hear from staff tonight. **Commissioner Buchanan** noted that the information would need to be reviewed and then they could ask questions. **Mayor Rees** asked staff if there was anything that they would like the City Commission to know tonight. **Mr. Pash** responded that their presentation would only take approximately five minutes. **Mayor Rees** requested that staff go ahead and present so that the City Commission could have time to ask their questions during the next two weeks. **City Attorney Ardaman** informed that questions needed to be asked during this proceeding as it is effectively a quasi-judicial related matter. **Mayor Rees** and **Commissioner Sharman** expressed their desire to hear staff’s presentation.

**Community Development Director Pash** stated that the items he distributed are two DRC memorandums from a previous application under a different applicant, who was the owner at that time and was the same owner as well for the St. Johns River Water Management District (SJRWMD) permit. He stated that DRC has reviewed this project a number of times, under the current applicant as well as previous applicants. He noted that the comment was the same and planning has very big concerns about a wetland being completely eradicated and filled in. He noted that it was also made clear in the last DRC meeting that this is not a stormwater issue, this about the eradication of a wetland. He stated that they have never been provided justification as to why they should go against code and allow eradication of a wetland and have it developed. He noted that because they have not been provided any justification is why DRC
recommended denial of the site plan. Mr. Pash recognized Planning Consultant Ed Williams to address the wetlands issue further.

Planning Consultant Ed Williams displayed a diagram which he explained shows the property is owned by two entities and controlled by Mr. Roberts. Mr. Williams noted that the display shows the wetland lines as well as the uplands. He expressed that it has been noted by staff that they would work with the applicant to develop the uplands, but not the wetlands. He indicated that the wetlands are designated on the comprehensive plan and is a very important designation.

Mr. Williams explained that the applicant has a misunderstanding of getting a water St. Johns River Water Management District (SJRWMD) permit giving them carte blanche to take out any wetland; that is not true. He explained and read an excerpt from the permit which he said states, in numerous places, that this permit does not convey to the permittee any property rights or any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. Mr. Williams stated that local approval is needed. Mr. Williams explained that the St. Johns River Water Management District (SJRWMD) does not approve subdivisions, or commercial shopping centers; they approve impact to the wetland. The City decides if that impacted wetland can have a shopping center on it or not. Mr. Williams addressed comments made by Mr. Roberts at previous DRC meetings stating that there is no wetland. Mr. Williams expressed that if there were no wetlands there would be no need for two different mitigations on the property. Mr. Williams indicated that there is a real concern by staff when the proposal is to fill nine or ten feet of the property to get it up to a development level. Mr. Williams read another excerpt from the permit and noted that the permit does not allow the applicant to ignore the City’s regulations.

Mr. Williams informed the City Commission that the City hired Amy Daly with CPH, Inc. an Environmental Scientist, who works in this area and he has known for many years. He explained that she prepared a report, that staff has now entered into the record, which clearly goes through the provisions of how local governments have the determination as to whether something can be built upon or not. He explained that in the event it was determined that the property could be built upon, the St. Johns River Water Management District (SJRWMD) permit and mitigation would then become appropriate. He noted that although the City would prefer not to have mitigation banks, the City cannot prohibit it. However, the City could encourage the applicant to do onsite mitigation and they could then go to the St. Johns River Water Management District (SJRWMD) to seek approval. Staff has highlighted Ms. Daly’s report and the local government’s comprehensive plan controls. There has never been a permit issued to remove this area. Mr. Williams stated that the City’s plan states that this is a wetland, however it is impacted, it goes onto other property, and there is a concern with the last remaining wetlands of the City being filled. He noted that there is plenty of buildable
area on the property without encroaching on the wetland and staff believes the City’s code would restrict the development to the uplands portion of the property.

There was discussion on continuing the meeting until the next City Commission meeting to allow the City Commission time for review. **City Attorney Ardaman** clarified that if the City Commission approves a motion to continue this until next meeting, then the meeting would begin with allowing the applicant to rebut, then City Commission and public comments or questions, and then a decision will be made by the City Commission.

**Motion by Commissioner Buchanan to POSTPONE the recommendation to deny a site plan for 1200 Daniels Road (Daniels Road Business Park) which did not meet all code requirements, until February 28, 2019 at 6:30 p.m.**

**City Attorney Ardaman** cautioned the City Commission to base their decision on the items presented during this hearing. He advised that any other information obtained between now and the next hearing be noted and disclosed.

**Motion seconded by Commissioner Bennett and carried unanimously 5-0.**

**C. Recommendation to approve special event - Annual Evening at the Pops by The Rotary Club of Winter Garden at Newton Park on March 2, 2019**

Community Development Director Pash stated that this is the application for the annual Evening at the Pops special event. He noted that they are requesting permission to hold the event on Saturday, March 2nd with a rain date of Sunday, March 3rd at Newton Park and Tanner Hall. The event would be the same as previous years, with hours from 2:00 p.m. to 9:00 p.m. He noted that this will also include the sale of beer and wine. Staff recommends approval.

**Motion by Commissioner Buchanan to approve Annual Evening at the Pops by The Rotary Club of Winter Garden at Newton Park on March 2, 2019, with a rain date of Sunday, March 3, 2019. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**D. Recommendation to approve special event for the American Legion Post 63 “Ruck Walk” at Plant Street Market (426 W. Plant Street) November 16, 2019 from 7:30 a.m. to 11:00 p.m., with street closure and subject to conditions**

Community Development Director Pash stated that this is the 3rd Annual “Ruck Walk” which is a special event for the American Legion. They request holding this event same as last year. It will be held November 16th at the Plant Street Market. He described the location of the street closure and noted that there will be live music. Also noted are beer and wine sales in a designated area. The event will be held from 11:00 a.m. to
11:00 p.m. with sign-in and preparations starting at 7:00 a.m. Staff recommends approval of the event.

Mayor Rees inquired as to any past issues. There were none noted by Mr. Pash. There was discussion on the event.

Motion by Commissioner Sharman to approve special event American Legion Post 63 “Ruck Walk” at Plant Street Market (426 W. Plant Street) on November 16, 2019 from 7:30 a.m. to 11:00 p.m., with street closure and subject to conditions. Seconded by Commissioner Maciel and carried unanimously 5-0.

6. MATTERS FROM PUBLIC
   Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida addressed a recent news story concerning the City’s current invocation policy. He also spoke of the process the City uses to choose invocators.

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

8. MATTERS FROM CITY MANAGER
   City Manager Bollhoefer thanked staff for their efforts at the Blues N’ BBQ event. He noted that there was just under 17,000 attendees and shared that this year the area was expanded to accommodate the crowd, but a change in location may occur next year. He again thanked the employees and noted the quality of their work, and their polite and friendly attitude.

   City Manager Bollhoefer also addressed news interviews and how incomplete presentations of what was stated could change the context.

   MATTERS FROM MAYOR AND COMMISSIONERS
   Commissioner Sharman shared that he would be allowing everyone on the prayer list an opportunity when it is his turn to choose an invocator.

   Commissioner Maciel thanked staff for their efforts in the Blues N’ BBQ event and called it a world class event.

   Commissioner Buchanan noted the crowd and thought it was a fantastic event.

   Commissioner Bennett shared her experience at the Blues N’ BBQ event and how the next day staff made the area and streets appear as though nothing happened; she commended staff.
Mayor Rees remarked on the Blues N’ BBQ event and shared his experience. He also commended staff and noted their phenomenal attitude which he states is much appreciated. He wished everyone a Happy Valentine’s Day.

The meeting adjourned at 8:02 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Angee Grimmage, CMC
From: Laura Zielonka, Finance Director

Via: Michael Bollhoefer, City Manager

Date: February 22, 2019  Meeting Date: February 28, 2019

Subject: Ordinance 19-10: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 18-32, THE CITY OF WINTER GARDEN FISCAL YEAR 2018-2019 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Issue: Ordinance 19-10 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 2018. 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 19-10 with second reading and public hearing scheduled for March 14, 2019.

Attachments/References: Ordinance 19-10
ORDINANCE 19-10

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 18-32, THE CITY OF WINTER GARDEN FISCAL YEAR 2018-2019 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 2018, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 18-32 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2018 and ending September 30, 2019;

WHEREAS, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2018 and ending September 30, 2019 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 $31,566,395 to be appropriated as follows:

REVENUES

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<th>Fund</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>$ 6,147,772</td>
</tr>
<tr>
<td>Community Redevelopment Agency Fund</td>
<td>360,000</td>
</tr>
<tr>
<td>Law Enforcement Trust Fund</td>
<td>24,765</td>
</tr>
<tr>
<td>Local Option Gas Tax Fund</td>
<td>699,968</td>
</tr>
<tr>
<td>General Fund Fire Impact Fee Fund</td>
<td>3,457,061</td>
</tr>
<tr>
<td>Transportation Impact Fee Fund</td>
<td>4,258,325</td>
</tr>
<tr>
<td>Utilities Operating Fund</td>
<td>9,812,587</td>
</tr>
<tr>
<td>Utilities Impact Fee Fund</td>
<td>2,557,965</td>
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<tr>
<td>Utilities Renewal &amp; Replacement</td>
<td>3,588,080</td>
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<tr>
<td>Stormwater Fund</td>
<td>369,566</td>
</tr>
<tr>
<td>Solid Waste Fund</td>
<td>104,306</td>
</tr>
<tr>
<td>Trailer City Fund</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$31,566,395</strong></td>
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EXPENDITURES

<table>
<thead>
<tr>
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<tr>
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<tr>
<td>Community Redevelopment Agency Fund</td>
<td>360,000</td>
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<tr>
<td>Fund</td>
<td>Amount</td>
</tr>
<tr>
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<tr>
<td>Law Enforcement Trust Fund</td>
<td>24,765</td>
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<td>Local Option Gas Tax Fund</td>
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</tr>
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<td>3,588,080</td>
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<tr>
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<td>369,566</td>
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<tr>
<td>Solid Waste Fund</td>
<td>104,306</td>
</tr>
<tr>
<td>Trailer City Fund</td>
<td>186,000</td>
</tr>
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</table>

$31,566,395

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

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

READ FIRST TIME:

READ SECOND TIME AND PUBLIC HEARING HELD:

APPROVED:

Mayor/Commissioner John Rees

ATTEST:

Angela Grimmage, City Clerk
### Exhibit 1

#### General Fund

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project</th>
<th>Account Description</th>
<th>Amount</th>
<th>Item Description</th>
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<tbody>
<tr>
<td>001-0775-366.00-00</td>
<td>15036</td>
<td>Contributions</td>
<td>1,700,000</td>
<td>Grant from West Orange Health District for Tucker Ranch Farm</td>
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<td>001-0213-399.99-99</td>
<td>Use of Fund Balance</td>
<td>4,447,772</td>
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**Total Revenues**: 6,147,772

#### Executive:

<table>
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<tr>
<th>Account Number</th>
<th>Project</th>
<th>Account Description</th>
<th>Amount</th>
<th>Item Description</th>
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<tbody>
<tr>
<td>001-0213-512.61-00</td>
<td>16036</td>
<td>Land</td>
<td>116,107</td>
<td>Tremaine/Boyd Cleanup</td>
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#### Economic Development

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<th>Item Description</th>
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<tr>
<td>001-0215-552.63-00</td>
<td>17001</td>
<td>Improvements Other Than Buildings</td>
<td>126,277</td>
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#### Information Tech:

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<th>Item Description</th>
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<tbody>
<tr>
<td>001-0225-513.63-00</td>
<td>14002</td>
<td>Improvements Other Than Buildings</td>
<td>100,000</td>
<td>Fiber Internet Connection</td>
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<tr>
<td>001-0225-513.62-00</td>
<td>18001</td>
<td>Building</td>
<td>55,910</td>
<td>Data Center Air Conditioning</td>
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<tr>
<td>001-0225-513.64-00</td>
<td>Equipment</td>
<td>55,912</td>
<td>Network Switched Phase II</td>
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<tbody>
<tr>
<td>001-0521-521.62-00</td>
<td>16019</td>
<td>Building</td>
<td>115,768</td>
<td>Purchase and install generator for police station</td>
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<tr>
<td>001-0521-521.62-00</td>
<td>17002</td>
<td>Building</td>
<td>43,665</td>
<td>Roof repair- Gym/Evidence room</td>
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<td>001-0521-521.64-00</td>
<td>Police Equipment</td>
<td>110,831</td>
<td>Vehicles and Equipment Funded in FY18 to be delivered in FY19</td>
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#### Telecommunications:

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<tr>
<td>001-0530-521.62-00</td>
<td>17003</td>
<td>Building</td>
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<td>Roof repair- Communications Center</td>
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<td>001-0530-521.62-00</td>
<td>18003</td>
<td>Building</td>
<td>29,230</td>
<td>Fire Suppression System</td>
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#### Streets:

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<tbody>
<tr>
<td>001-0741-541.63-00</td>
<td>13011</td>
<td>Improvements Other Than Buildings</td>
<td>1,124,195</td>
<td>Dillard St Improv - SR 50- Plant St</td>
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<td>001-0741-541.63-00</td>
<td>16033</td>
<td>Improvements Other Than Buildings</td>
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<td>Trail Enhancement (Oval)</td>
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<td>001-0741-541.63-00</td>
<td>15036</td>
<td>Improvements Other Than Buildings</td>
<td>1,717,547</td>
<td>Tucker Ranch Farm</td>
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#### Human Resources:

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<tbody>
<tr>
<td>001-0745-513.52-01</td>
<td>Operating Supplies</td>
<td>5,750</td>
<td>Supplies ordered in Sep and received in Oct</td>
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#### Facilities:

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<tbody>
<tr>
<td>001-0746-539.63-00</td>
<td>16004</td>
<td>Improvements Other Than Buildings</td>
<td>3,548</td>
<td>Downtown Streetlight Retrofit</td>
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#### Fleet:

<table>
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<tr>
<th>Account Number</th>
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<th>Item Description</th>
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</thead>
<tbody>
<tr>
<td>001-0747-539.62-00</td>
<td>17010</td>
<td>Building</td>
<td>3,071</td>
<td>Light/Heavy Shop Heating</td>
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<tr>
<td>001-0747-539.63-00</td>
<td>17011</td>
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#### Parks and Recreation:

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<thead>
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<th>Project</th>
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<th>Amount</th>
<th>Item Description</th>
</tr>
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<tbody>
<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>926,812</td>
<td>Tucker Ranch Heritage Park</td>
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</tr>
<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>1,717,547</td>
<td>Tucker Ranch Farm</td>
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</tr>
<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>210,000</td>
<td>Newton Park Dock Replacement</td>
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<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>25,000</td>
<td>Newton Park Landscape (Sch. For spring '19)</td>
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<tr>
<td>001-0775-572.63-00</td>
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<td>8,880</td>
<td>Little League Sunblock (add another section)</td>
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<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>10,471</td>
<td>Athletic Field Renovations</td>
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<td>001-0775-572.63-00</td>
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<td>Newton Park Pier Repairs</td>
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<td>001-0775-572.63-00</td>
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<td>001-0775-572.62-00</td>
<td>Building</td>
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<td>Newton Park Restroom Imp. - ongoing</td>
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<td>001-0775-572.62-00</td>
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<td>17,771</td>
<td>Little League Field Upgrades- Lights and ADA Parking</td>
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<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>79,215</td>
<td>Farnsworth Modular Bldg/Decking (Feb)</td>
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<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>17,500</td>
<td>Walker Field and Little League Field (Feb ’19)</td>
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<tr>
<td>001-0872-572.62-00</td>
<td>Building</td>
<td>46,000</td>
<td>Jesse Brock Roof (Temp Repairs made)</td>
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<tr>
<td>001-0775-572.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>16,020</td>
<td>Farnsworth House Demo</td>
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**Total Expenditures**: 6,147,772
## Carry Forward Budget

### Ordinance 19-10

#### Exhibit 1

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project Description</th>
<th>Amount</th>
<th>Item Description</th>
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<tbody>
<tr>
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<tr>
<td>120-0213-399.99-99</td>
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<td>To balance revenues/expenditures</td>
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<td>120-0213-552.63-00</td>
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<td>Downtown Wayfinding Signs</td>
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<td>East Winter Garden Zone 1</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
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<td><strong>360,000</strong></td>
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<td><strong>Law Enforcement Trust Fund</strong></td>
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<td>121-1121-399.99-99</td>
<td>Use of Fund Balance</td>
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<td>To balance revenues/expenditures</td>
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<tr>
<td>121-1421-521.62-00</td>
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<td>Lighting- K9 Training area</td>
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<td><strong>Total Expenditures</strong></td>
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<td><strong>24,765</strong></td>
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<tr>
<td><strong>Local Option Gas Tax Fund</strong></td>
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<tr>
<td>160-0741-399.99-99</td>
<td>Use of Fund Balance</td>
<td>699,968</td>
<td>To balance revenues/expenditures</td>
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<tr>
<td><strong>Total Revenues</strong></td>
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<td><strong>699,968</strong></td>
<td></td>
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<tr>
<td>160-0741-541.63-00</td>
<td>Improvements Other Than Buildings</td>
<td>30,000</td>
<td>Downtown Brick Pavers</td>
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<td>Improvements Other Than Buildings</td>
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<td>Lakeview Reserve HOA</td>
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<td>Improvements Other Than Buildings</td>
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<td>SR 50 Crosswalk Striping</td>
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<td>160-0741-541.63-00</td>
<td>Improvements Other Than Buildings</td>
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<td>30,000</td>
<td>Tremaine St Bricking (Boyd&gt;Man)</td>
</tr>
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<td><strong>Total Expenditures</strong></td>
<td></td>
<td><strong>699,968</strong></td>
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<td><strong>General Impact Fee Fund</strong></td>
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<td><strong>3,457,061</strong></td>
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<tr>
<td>170-0521-521.64-00</td>
<td>Equipment</td>
<td>2,924</td>
<td>Dispatch Workstations</td>
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<td>170-0521-521.64-00</td>
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<td>New Officer Vehicle</td>
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<tr>
<td>170-0521-521.64-00</td>
<td>Machinery and Equipment</td>
<td>6,320</td>
<td>Tablets for new authorized positions</td>
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<tr>
<td>170-0622-522.62-00</td>
<td>Buildings</td>
<td>1,786,750</td>
<td>Fire Station - Southwest WG</td>
</tr>
<tr>
<td>170-0620-522.64-00</td>
<td>Equipment</td>
<td>30,902</td>
<td>Fire Engine - Station 21</td>
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<tr>
<td>170-0872-572.61-00</td>
<td>Land</td>
<td>1,600,000</td>
<td>Purchase of Property Adjacent to Newton Park</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td><strong>3,457,061</strong></td>
<td>Approved at 4/18/18 Commission Meeting</td>
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<tr>
<td><strong>Transportation Impact Fee Fund</strong></td>
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<tr>
<td>174-0741-399.99-99</td>
<td>Use of Fund Balance</td>
<td>4,258,325</td>
<td>To balance revenues/expenditures</td>
</tr>
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<td><strong>Total Revenues</strong></td>
<td></td>
<td><strong>4,258,325</strong></td>
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<td>174-0741-541.63-00</td>
<td>Improvements Other Than Buildings</td>
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<td>Marsh Rd (CR545&gt; Hckey Hammock)</td>
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<td>SR 50 Median Landscaping</td>
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<td>Lulu Ck/Stormwater Landscaping</td>
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<td>E Crown Pt/Fullers Cross Intersection</td>
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<td>Plant St East-Median Landscaping</td>
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<td>CR545 4-LN Tumpkle to SR50</td>
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<td><strong>Total Expenditures</strong></td>
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## Exhibit 1

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Project</th>
<th>Account Description</th>
<th>Amount</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Utilities Operating Fund</strong></td>
<td></td>
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<td>To balance revenues/expenditures</td>
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<td><strong>Total Revenues</strong></td>
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<td>412-2116-399.99-99</td>
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<td>Use of Fund Balance</td>
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Exhibit 1

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</table>
THE CITY OF WINTER GARDEN

CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: February 21, 2019  Meeting Date: February 28, 2019

Subject: Code Amendment
Ordnance 19-11

Issue: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING CHAPTER 38, ARTICLE II, DIVISION III OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN REGARDING LOT CLEARING TO CREATE PROVISIONS RELATING TO LOT MAINTENANCE REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR STANDARDIZED UPKEEP AND PROPERTY RELATED NUISANCE ABATEMENT REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Discussion:
The City is proposing to amend certain Sections of Chapter 38 concerning lot maintenance of recreational facilities.

Recommended Action:
Staff recommends approval of Ordinance 19-11.

Attachment(s)/References:
Ordnance 19-11
ORDINANCE 19-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING CHAPTER 38, ARTICLE II, DIVISION III OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN REGARDING LOT CLEARING TO CREATE PROVISIONS RELATING TO LOT MAINTENANCE REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR STANDARDIZED UPKEEP AND PROPERTY RELATED NUISANCE ABATEMENT REQUIREMENTS FOR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, GOLF COURSES AND OPEN SPACE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Garden (“City”) recognizes that recreational facilities, including, without limitation, golf courses and open space, are susceptible to harboring or becoming nuisances due to the failure to adequately or properly maintain such facilities in a manner that does not endanger or threaten the public health, safety, and welfare; and

WHEREAS, the City acknowledges that many regulations and standards currently apply to properties utilized or zoned for residential, commercial, professional office, or industrial uses relating to lot cleanliness and maintenance; and

WHEREAS, the City recognizes that the same regulations and standards should unequivocally apply to recreational facilities, including, without limitation, golf courses and open space, given the expansive scope of such facilities and their potential impact upon property values, aesthetics, and human health and safety.

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

Section 1: Recitals. The above recitals are hereby incorporated by reference and shall constitute the legislative findings of the City Commission of the City of Winter Garden.

Section 2: Adoption: Chapter 38 regarding Lot Clearing is hereby amended to read as follows (words that are underlined are additions; words that are stricken are deletions; and all other provisions of Chapter 38 shall remain unchanged):

DIVISION 3. – LOT CLEANING.

* * *
Sec. 38-92. – Purpose and intent.

The purpose and intent of this article is to prohibit the accumulation of junk, trash, debris, and nonliving plant material upon any residential, professional office, recreational facility, commercial, planned development zoned, or industrial lot, tract, or parcel of land, whether improved or unimproved, and the excessive growth of grass, weeds, brush or branches upon any residential, professional office, recreational facility, commercial, planned development zoned, or industrial lot, tract or parcel of land, whether improved or unimproved, and the keeping of fill on any developed or zoned residential lot, tract or parcel of land, whether improved or unimproved, where, as a result of any such conditions, such lot, tract or parcel of land becomes inhabited by, or provides a habitat for rodents, vermin, reptiles or other wild animals, is or provides a breeding place for mosquitoes, or such lot, tract or parcel is a place or is reasonably conductive to serving as a place for illegal or illicit activity to occur, or otherwise threatens or endangers the public health, safety or welfare, reasonably causes sickness or disease, or adversely affects and impairs the economic value or enjoyment of surrounding or nearby property.

Sec. 38-93. – Definitions.

For the purpose of this article, the following words and terms shall have the meanings respectively assigned:

* * *

Excessive growth shall mean, grass, weeds or brush that has reached a height of at least 18 8” inches or bushes or shrubs that have reached a height of at least 36”.

* * *

Property shall mean any lot, tract or parcel of land, or portion thereof, whether improved or unimproved, that is utilized or zoned for residential, commercial, recreational, open space, professional office or industrial use, planned development zoning, or any lot, tract or parcel of land, or portion thereof, whether improved or unimproved, that is zoned agricultural but is being utilized, as determined by the code enforcement division manager, for residential, nonagricultural commercial, nonagricultural recreational, open space, professional office, or nonagricultural industrial, or planned development zoned use.

* * *

Sec. 38-94. – Accumulations of trash, junk, debris and nonliving plant material on property utilized or zoned for residential, professional office, recreational, commercial, open space, or industrial, or planned development zoned use.

(a) Subject to subsection (b), no owner, agent, custodian, lessee or occupant of property utilized or zoned for residential, professional office, recreational, commercial, or industrial, or planned development zoned use shall permit the accumulation of trash, junk, debris, or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent,
custodian or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

* * *

Sec. 38-95. –Excessive growth of grass, weeds, and brush on property utilized or zoned for residential, professional office, recreational, commercial, or industrial, or planned development zoned use.

(a) Subject to subsection (b), no owner, agent, custodian, lessee or occupant of property utilized or zoned for residential, professional office, recreational, commercial, or industrial, or planned development zoned use shall permit the excessive growth of grass, weeds, or brush on any exterior portion of the property. Accordingly, such owner, agent, custodian, lessee or occupant shall cut, trim or remove such vegetation, and keep such vegetation cut, trimmed or removed, so that it is not in a state of excessive growth.

* * *

Sec. 38-96. –Compost bins.

Accumulations of nonliving plant material may be permitted to remain on property utilized or zoned for residential, professional office, recreational, commercial, or industrial, or planned development zoned use provided that such debris is stored in a compost bin. No more than two compost bins per primary structure shall be allowed to remain on any particular lot, tract or parcel of property. In addition, the area surrounding any compost bin shall be kept free of excessive growths of grass or weeds in order to prevent rodents, vermin, reptiles or other wild animals from living and breeding around the base of or inside the bin. Compost bins shall be adequately screened. A compost bin shall not be located in the front yard in front of the principal structure and shall not be located within ten feet of any side or rear property line. In addition, for purposes of reverse corner lots and side street yard lots, compost bins shall be treated as structures and shall comply with applicable regulations.

* * *

Sec. 38-102. –No liability for reasonable, good-faith trespass by code inspector.

Any code inspector shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon property utilized or zoned for residential, professional office, recreational, commercial, or industrial, or planned development zoned use while in the discharge of duties imposed by this article.

* * *

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances.
SECTION 4: Conflicts: In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls to the extent of the conflict.

SECTION 5: Severability: If any portion of this Ordinance is determined to void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

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

FIRST READING: , 2019.

ADOPTED this day of , 2019, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk
From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: February 8, 2019  Meeting Date: February 14, 2019

Subject: 1200 Daniels Road – Daniels Road Business Park
Site Plan Approval
PARCEL ID# 26-22-27-1998-00-030, 26-22-27-1998-00-001

Issue: The applicant is requesting Site Plan approval to construct five (5) commercial buildings with associated site improvements on the property located at 1200 Daniels Road.

Discussion:
The subject property is a 6.25 +/- acre parcel that is zoned C-2 (Arterial Commercial District). The applicant is requesting site plan approval to allow the construction of five new commercial buildings including two single-story, 8,240 square foot retail buildings; a single-story, 8,000 square foot retail/office building; and two two-story, 24,100 square foot office buildings. The proposed project also includes associated site elements such as walkways, parking areas, and landscaping. The proposal would require the removal of four +/- acres of existing wetlands.

Recommended Action:
The plans submitted and reviewed by the Development Review Committee do not meet all Code Requirements and are not consistent with the policies listed in the Winter Garden Comprehensive Plan, specifically as they relate to development within environmentally sensitive land (wetlands). The Development Review Committee has recommended denial of the proposed Site Plan.

Attachment(s)/References:
Location Map
DRC Staff Reports
Site Plans
Building Elevations
Location Map

1200 Daniels Road
FINAL ENGINEERING
FOR
DANIELS ROAD BUSINESS PARK
PARCEL NO: 26-22-27-1998-00-001
and, 26-22-27-1998-00-030
PREPARED FOR:
WINTER GARDEN / DANIELS ROAD LLC

PROJECT DIRECTORY
DEVELOPER:
WINTER GARDEN / DANIELS ROAD LLC
6038 PINE VALLEY DRIVE
ORLANDO, FL 32819

CIVIL ENGINEER:
MELICH-BLENDE ENGINEERING, INC.
200 NORTH MALTLAND AVENUE
SUITE 209
MALTLAND, FLORIDA 32751
TELEPHONE: (407) 647-4040
FAX: (407) 647-4074
E-MAIL: mbeCivil@aol.com

SURVEYOR:
AMERICAN SURVEYING & MAPPING
3191 MAGUIRE BLVD
SUITE 200
ORLANDO, FL 32803
TELEPHONE: (407) 426-7978

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
3532 MAGUIRE BLVD.
ORLANDO, FL, 32811
TELEPHONE: (407) 423-0054
FAX: (407) 423-3106

PLANNING SHEET INDEX
SHEET DESCRIPTION
1 COVER SHEET
2 SITE PLAN
3 EROSION CONTROL AND DEMOLITION PLAN
4 GEOMETRY PLAN
5 PAVING, GRADING AND DRAINAGE PLAN
6 UTILITY, STRIPING & SIGNAGE PLAN
7 SITE DETAILS
8 DRAINAGE DETAILS
9 DRAINAGE DETAILS
10 POTABLE WATER DETAILS
11 WASTEWATER DETAILS
12 CITY OF WINTER GARDEN STANDARD NOTES
13 LIFT STATION DETAILS
14 LANDSCAPE PLAN LA-1
15 LANDSCAPE PLAN LA-2
16 LANDSCAPE PLAN LA-3
17 IRRIGATION PLAN IR-1
18 IRRIGATION PLAN IR-2
19 LIGHTING PLAN SL-1

SITE DATA
GENERAL:
CURRENT USE: VACANT
ZONING: C-1
FUTURE LAND USE: COMMERCIAL
MAX. FAR.: 2.71
MAX. BUILDING S.F.: 72,670
MIN.: 300 AC.
MIN. S.F.: 37,731
REQUIRED PARKING: 3 SPACES PER 1,000 S.F. - 228 SPACES
PROPOSED PARKING: 276 SPACES (290 REGULAR & 16 HC SPACES)

DRAINAGE:
OFF-SITE STORMWATER MANAGEMENT FACILITIES WILL BE PROVIDED TO MEET ST. JOHN RIVER WATER MANAGEMENT DISTRICT CURBING AND CITY OF WINTER GARDEN REQUIREMENTS.
STORMWATER MANAGEMENT SYSTEM WILL COMPLY WITH STANDARDS LAKE APPOXICA BASKETING MATERIAL RECHARGE PROTECTION. BASIN RECHARGE STANDARDS DOES NOT APPLY AS ON-SITE SOILS ARE NOT TYPE A SOILS PER SOILS MAP.

SERVICE PROVIDERS:
WATER: CITY OF WINTER GARDEN
SEWER: CITY OF WINTER GARDEN
SOLID WASTE: LOCAL FRANCHISEE
PARK: CITY OF WINTER GARDEN
POLICE: CITY OF WINTER GARDEN

FLOOD ZONE:
SUBJECT PROPERTY LIES WITHIN ZONE A, AND ZONE X
ACCORDING TO NATIONAL FLOOD INSURANCE RATE MAP
NO. 1206552056

LEGAL DESCRIPTION:
PARCEL 1: LOT 3, DANIELS ROAD BUSINESS PARK, ACCORDING TO PB 71, PG 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
PARCEL 2: TRACT "A", DANIELS ROAD BUSINESS PARK, PB 71, PG 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

JOB No. 12-002
COA No. 6388
CONCRETE PAVEMENT DETAIL

1. ALL CONCRETE PAVEMENT SHALL HAVE A 5% SLOPE FROM THE CURB SIDE OF THE STREET TO THE MID-CURB LINE FOR DRAINAGE.
2. EXPANSION JOINTS SHALL BE PLACED EVERY 50 FEET. EXPANSION JOINTS SHALL BE FLUSH WITH THE SURFACE OF THE PAVEMENT.

TYPICAL PAVEMENT SECTION

1. ALL CONCRETE PAVEMENT SHALL HAVE A 5% SLOPE FROM THE CURB SIDE OF THE STREET TO THE MID-CURB LINE FOR DRAINAGE.
2. EXPANSION JOINTS SHALL BE PLACED EVERY 50 FEET. EXPANSION JOINTS SHALL BE FLUSH WITH THE SURFACE OF THE PAVEMENT.

CONCRETE WALK DETAILS

1. CONCRETE WALK DETAILS
2. CONCRETE WALK DETAILS
3. CONCRETE WALK DETAILS
4. CONCRETE WALK DETAILS
5. CONCRETE WALK DETAILS

TYPICAL SIGN

1. TYPICAL SIGN
2. TYPICAL SIGN
3. TYPICAL SIGN
4. TYPICAL SIGN
5. TYPICAL SIGN

HANDICAP DETAILS

1. HANDICAP DETAILS
2. HANDICAP DETAILS
3. HANDICAP DETAILS
4. HANDICAP DETAILS
5. HANDICAP DETAILS
CITY TV INSPECTION REQUIREMENTS:

1. ALL STORM SEWER SHAL BE DRY INSPECTED BEFORE FILLING AND AGAIN PRIOR TO THE END OF THE ONE YEAR WARRANTY PERIOD. STORM SEWERS WITH LESS THAN 42" COVER SHALL BE DRY INSPECTED AFTER EACH INSTALLATION.
2. REFER TO SHEET CODB FOR INSPECTION SPECIFICATIONS.
Pursuant to your request, we have reviewed the revised site plan dated 11/28/18 for compliance with the City’s stormwater and site requirements. The plan proposes 5 buildings totaling 72,680 s.f. on the 6.25 acre site that is zoned C-2.

ENGINEERING

Please have the Applicant address the following underlined comments (applies only to Engineering comments) in future submittals; non-underlined comments will become conditions of approval:

1. Tree removal shall adhere to the City’s Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department (Steve Pash) on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.

2. Please identify the trees (species and diameter) that are located in the wetland area. It appears that the survey shows the trees in the upland portion only.

3. Parking spaces shall either be 9’ X 20’ or 10’ X 18’ per City Code.

4. 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.

5. All on-site utilities shall be privately owned and maintained and shall conform to Chapter 78 of the City Code. 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.

6. 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. The plan currently shows 1 - 2” potable meter, and a single 2” irrigation meter. Based on the current plan the following impact fees will be due:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2” Potable water meter</td>
<td>1 ea.</td>
<td>$8,688.00</td>
</tr>
<tr>
<td>Wastewater for 2” meter</td>
<td>1 ea.</td>
<td>$14,136.00</td>
</tr>
<tr>
<td>2” Irrigation meter</td>
<td>1 ea.</td>
<td>$8,688.00</td>
</tr>
</tbody>
</table>

   **TOTAL** = **$31,512.00**

   (does not include connection/installation fee)

7. Point of Services (POS) for the fire protection system have been shown at the DDCVA. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans). Coordinate fire protection review and approval with the Fire Department. Use double detector check valves in lieu of wafer check valves.

8. All gravity sanitary pipe and fittings shall be SDR 26. Sanitary laterals from buildings shall be 6”.
9. 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). Please provide details of the dumpster enclosure.

10. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.

11. Site lighting is required including street frontage; all lighting shall meet dark skies requirements per City Code. A site lighting plan has been provided for Planning Department review.

12. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.

13. Design Engineer shall provide drainage certification to the City showing that the requirements of the original SJRWMD permit have been met: Maximum impervious coverage cannot exceed 70%, excluding the retention easement based on C-2 zoning.

14. Vacation of existing platted easements, cross easements for ingress/egress, and drainage and utilities will be required – please coordinate with the City Attorney.

15. Response indicates that the project will remain in one ownership. Platting may be required if individual parcels are sold off.

16. No fill or runoff will be allowed onto adjacent parcels. Transition slopes shall be provided to match existing grade at property line. Existing drainage patterns shall not be altered. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site or off-site drainage systems or parking lot.

17. SJRWMD Permit is acknowledged; permits or exemptions from FDEP for water, wastewater and NPDES NOI are required. Reminder that 100% of the utility impact fees noted above shall be paid prior to the City processing the FDEP permits.

**PLANNING**

18. REPEAT COMMENT: The existing site is approximately 75% wetlands and floodplains. The proposal includes the site receiving six to seven feet of fill. Development of the property will result in the complete removal of all on-site wetlands. This will inevitably impact the adjacent off-site wetlands as well.

The City Code section that includes regulation related to wetlands (Chapter 94, Article III) and the Conservation Element of the Winter Garden Comprehensive Plan are intended to protect, preserve and enhance the natural functions of wetlands and other environmentally sensitive areas within the City. The policies and regulations do not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is highly prone to flooding. It doesn’t appear as though the stormwater facilities proposed will adequately compensate for the 4+ acres of wetlands that will be removed. In terms of proposed mitigation, financial contributions to mitigation banks outside of the City limits will provide no direct benefits to Winter Garden - only potential future issues.

Without thoroughly addressing these concerns, **Staff cannot support the proposed project.**

Please note, the City is the lead agency in regards to regulating proposed activities within and/or adjacent to wetlands. Permits from the St Johns River Water Management District or any other state or federal agencies do not constitute approval from the City of Winter Garden.

19. Informational Item: All irrigation shall utilize reclaimed water or be designed to connect to future reclaimed water lines if not currently available.

20. Please include the surveyed wetland trees on the Erosion Control and Demolition plan.

21. An offline meeting is required to discuss the architectural elevations. Staff has some concerns about the length of the two buildings fronting on Daniels Road (170’ +/-) that do not appear to have any variation in horizontal massing (i.e. recesses or projections of the building footprint) and limited
variation in vertical massing.

22. Landscape plan does not reflect new site plan - trees are shown over concrete walkways in some locations.

STANDARD GENERAL CONDITIONS

23. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

24. All work shall conform to City of Winter Garden standards and specifications.

25. 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.

26. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

27. 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.

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

Additional comments may be generated at subsequent reviews
Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM
Pursuant to your request, we have reviewed the revised site plan dated 7/02/18 for compliance with the City’s stormwater and site requirements. The plan proposes 5 buildings totaling 72,680 s.f. on the 6.25 acre site that is zoned C-2. This was submitted in response to our latest comments dated 5/14/18 and DRC meeting of 5/23/18.

**ENGINEERING**

Please have the Applicant address the following underlined comments (applies only to Engineering comments) in future submittals; non-underlined comments will become conditions of approval:

1. Tree removal shall adhere to the City’s Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department (Steve Pash) on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.

2. Please identify the trees (species and diameter) that are located in the wetland area. It appears that the survey shows the trees in the upland portion only.

3. Parking spaces shall either be 9’ X 20’ or 10’ X 18’ per City Code.

4. 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.

5. All on-site utilities shall be privately owned and maintained and shall conform to Chapter 78 of the City Code. 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.

6. 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. The plan currently shows 1 - 2” potable meter, and a single 2” irrigation meter. Based on the current plan the following impact fees will be due:

   2” Potable water meter  1 ea. @ $8,688.00  =  $8,688.00
   Wastewater for 2” meter  1 ea. @ $14,136.00 = $14,136.00
   2” Irrigation meter 1 ea. @ $8,688.00  =  $8,688.00

   **TOTAL**  =  **$31,512.00**

   (does not include connection/installation fee)

7. Point of Services (POS) for the fire protection system have been shown at the DDCVA. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans). Coordinate fire protection review and approval with the Fire Department. Use double detector check valves in lieu of wafer check valves.
8. All gravity sanitary pipe and fittings shall be SDR 26. Sanitary laterals from buildings shall be 6”.
9. 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). Please provide details of the dumpster enclosure.
10. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.
11. Site lighting is required including street frontage; all lighting shall meet dark skies requirements per City Code. A site lighting plan has been provided for Planning Department review.
12. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
13. Design Engineer shall provide drainage certification to the City showing that the requirements of the original SJRWMD permit have been met: Maximum impervious coverage cannot exceed 70%, excluding the retention easement based on C-2 zoning.
14. Vacation of existing platted easements, cross easements for ingress/egress, and drainage and utilities will be required – please coordinate with the City Attorney.
15. Response indicates that the project will remain in one ownership. Platting may be required if individual parcels are sold off.
16. No fill or runoff will be allowed onto adjacent parcels. Transition slopes shall be provided to match existing grade at property line. Existing drainage patterns shall not be altered. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site or off-site drainage systems or parking lot.
17. SJRWMD Permit is acknowledged; permits or exemptions from FDEP for water, wastewater and NPDES NOI are required. Reminder that 100% of the utility impact fees noted above shall be paid prior to the City processing the FDEP permits.

PLANNING
18. REPEAT COMMENT: The existing site is approximately 75% wetlands and floodplains. The proposal includes the site receiving six to seven feet of fill. Development of the property will result in the complete removal of all on-site wetlands. This will inevitably impact the adjacent off-site wetlands as well.

The City Code section that includes regulation related to wetlands (Chapter 94, Article III) is intended to protect, preserve and enhance the natural functions of wetlands and other environmentally sensitive areas within the City. This section does not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is highly prone to flooding. It doesn’t appear as though the stormwater facilities proposed will compensate for the 4+ acres of wetlands that will be removed. Although no wetland mitigation efforts are proposed (no environmental report was submitted), any mitigation banks outside of the City limits will provide no direct benefits to Winter Garden- only potential future issues.

Without thoroughly addressing these concerns, Staff cannot support the proposed project.
19. Please provide a detail w/images for the “stacked block wall”.
20. Informational Item: All irrigation shall utilize reclaimed water or be designed to connect to future reclaimed water lines if not currently available.
21. REPEAT COMMENT: Please submit four-sided color elevations of all proposed buildings including the proposed two-story elevations. Note: all building elevations are required to be reviewed and approved by the City Manager.
22. Please provide cross access driveways to the Burger King property to the north and the West Oaks Commerce Park Commercial Condominiums property the west.
23. Please provide additional sidewalk connections in the locations shown below:

![Diagram showing sidewalk connections]

STANDARD GENERAL CONDITIONS

24. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

25. All work shall conform to City of Winter Garden standards and specifications.

26. 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.

27. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

28. 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.

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

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM
TO: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MAY 21, 2018
SUBJECT: 1200 DANIELS ROAD – DANIELS ROAD BUSINESS PARK
SITE PLAN REVIEW (3rd REVIEW)

Pursuant to your request, we have reviewed the revised site plan dated 5/02/18 for compliance with the City’s stormwater and site requirements. The plan proposes 5 buildings totaling 72,680 s.f. on the 6.25 acre site that is zoned C-2. This was submitted in response to our latest comments dated 3/12/18 and DRC meeting of 3/14/18, where it was decided that an offline meeting needed to be scheduled as was discussed at the 11/08/18 DRC.

ENGINEERING
Please have the Applicant address the following underlined comments (applies only to Engineering comments) in future submittals; non-underlined comments will become conditions of approval:

1. Tree removal shall adhere to the City’s Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department (Steve Pash) on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.

2. Please identify the trees (species and diameter) that are located in the wetland area. It appears that the survey shows the trees in the upland portion only.

3. Parking spaces shall either be 9’ X 20’ or 10’ X 18’ per City Code.

4. 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.

5. On the Bubble-up detail on Sheet 9, provide sump in bubble-up structures – 18” minimum.

6. All on-site utilities shall be privately owned and maintained and shall conform to Chapter 78 of the City Code. 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.

7. 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. The plan currently shows 1 - 2” potable meter, and a single 2” irrigation meter. Based on the current plan the following impact fees will be due:

   2” Potable water meter 1 ea. @ $8,688.00 = $8,688.00
   Wastewater for 2” meter 1 ea. @ $14,136.00 = $14,136.00
   2” Irrigation meter 1 ea. @ $8,688.00 = $8,688.00

   TOTAL = $31,512.00
   (does not include connection/installation fee)

8. Point of Services (POS) for the fire protection system have been shown at the DDCVA. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans).
Coordinate fire protection review and approval with the Fire Department. Use double detector check valves in lieu of wafer check valves. Label all Potable and Fire Lines.

9. All gravity sanitary pipe and fittings shall be SDR 26. Sanitary laterals from buildings shall be 6”.

10. 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). Please provide details of the dumpster enclosure.

11. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.

12. Site lighting is required including street frontage; all lighting shall meet dark skies requirements per City Code. A site lighting plan has been provided for Planning Department review.

13. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.

14. Design Engineer shall provide drainage certification to the City showing that the requirements of the original SJRWMD permit have been met: Maximum impervious coverage cannot exceed 70%, excluding the retention easement based on C-2 zoning. Permit modification from SJRWMD shall be provided prior to site permit approval.

15. Vacation of existing platted easements, cross easements for ingress/egress, and drainage and utilities will be required – please coordinate with the City Attorney.

16. Response indicates that the project will remain in one ownership. Platting may be required if individual parcels are sold off.

17. No fill or runoff will be allowed onto adjacent parcels. Transition slopes shall be provided to match existing grade at property line. Existing drainage patterns shall not be altered. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site or off-site drainage systems or parking lot.

18. SJRWMD Permit is acknowledged; permits or exemptions from FDEP for water, wastewater and NPDES NOI are required.

PLANNING

19. REPEAT COMMENT: The existing site is approximately 75% wetlands and floodplains. The proposal includes the site receiving six to seven feet of fill. Development of the property will result in the complete removal of all on-site wetlands. This will inevitably impact the adjacent off-site wetlands as well.

   The City Code section that includes regulation related to wetlands (Chapter 94, Article III) is intended to protect, preserve and enhance the natural functions of wetlands and other environmentally sensitive areas within the City. This section does not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is highly prone to flooding. It doesn’t appear as though the stormwater facilities proposed will compensate for the 4+ acres of wetlands that will be removed. Although no wetland mitigation efforts are proposed (no environmental report was submitted), any mitigation banks outside of the City limits will provide no direct benefits to Winter Garden- only potential future issues.

   Without thoroughly addressing these concerns, Staff cannot support the proposed project.

20. The site data on sheet 2 of 19: please provide zoning, FLU, and FAR information. There is still a reference to PCD zoning (building height).

21. The dumpster enclosures are required to have a continuous cap – please revise.

22. The 5’ tall stem wall along with the lack of storefronts oriented towards Daniels Road render the development not pedestrian friendly. This property is within the West State Road 50 Overlay, which includes regulations related to pedestrian oriented design such as 118-1441 (d) (4) All...
nonresidential sites included in this requirement shall be oriented in a manner that will promote and strengthen pedestrian activity.

23. REPEAT COMMENT: Where is the tree removal/ mitigation information in this submittal? 2-to-1 mitigation is required for removal of trees that are 12” DBH or larger.

24. Sheet LA-1
   a. Please ensure canopy trees along side yard buffers are min. 3” caliper.

25. Please provide a detail w/images for the “6’ decorative block wall”.

26. Informational Item: All irrigation shall utilize reclaimed water or be designed to connect to future reclaimed water lines if not currently available.

27. REPEAT COMMENT: Please submit four-sided color elevations of all proposed buildings. Note: all building elevations are required to be reviewed and approved by the City Manager.

28. REPEAT COMMENT: The concept elevation labeled Winter Park Garden MOB – Where is this building located on the proposed site plan?

BUILDING

29. Note that required ADA parking spaces are determined per individual buildings spaces, not per total of site. Appears to be OK but will be check with individual building permits.

PUBLIC SERVICES

30. Given the number of buildings and square footage, Public Services is concerned that four dumpsters will not be enough to ensure that overflow is minimal. Public Services recommends adding space for two additional dumpsters.

STANDARD GENERAL CONDITIONS

31. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

32. All work shall conform to City of Winter Garden standards and specifications.

33. 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.

34. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

35. 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.

36. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to
construction. Inspection fees in the amount of $2.25\%$ of the cost of all site improvements shall be paid prior to issuance of the site or building permit (less what has already been paid).

Additional comments may be generated at subsequent reviews
Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM
Pursuant to your request, we have reviewed the revised site plan dated 2/15/18 for compliance with the City’s stormwater and site requirements. The plan proposes 5 buildings totaling 72,680 s.f. on the 6.25 acre site that is zoned C-2. This was submitted in response to our latest comments dated 11/06/17 and DRC meeting of 11/08/17, where it was tabled pending more information from the Applicant including additional meetings with City Staff.

ENGINEERING

Please have the Applicant address the following underlined comments (applies only to Engineering comments) in future submittals; non-underlined comments will become conditions of approval:

1. The Planning Department shall review and approve setbacks, parking, landscaping, lighting, and signage requirements.
2. Tree removal shall adhere to the City’s Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department (Steve Pash) on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.
3. Please identify the trees (species and diameter) that are located in the wetland area. It appears that the survey shows the trees in the upland portion only.
4. Parking spaces shall either be 9’ X 20’ or 10’ X 18’ per City Code.
5. 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.
6. On the Bubble-up detail on Sheet 9, show the slots that will be required to allow large flotables to escape without clogging the structure. Provide sump in bubble-up structures – 18” minimum.
7. Please verify that the 2 inch potable water meter will supply adequate pressure to the buildings. The calculations that were provided used a 24 hour day and a peak factor of 2. For flows this low we would expect a peak factor of 4, and the type uses that are proposed would use a 12 hour day. It should be noted that the City only allows 1 or 2 inch meters – not 1.5”.
8. The calculations for the potable water show 10 inch PVC pipe up to the first hydrant in the development as well as a 10 x 2 inch Fire Line Master Meter Assembly. The plans show the lines and master meter assembly as 8 inch, please revise.
9. The irrigation plan calls out a 2” meter; civil plans show a 1.5” meter (see above).
10. All on-site utilities shall be privately owned and maintained and shall conform to Chapter 78 of the City Code. 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.
11. 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. The plan currently shows 1 - 2” potable meter, and a single 1.5” irrigation meter (will assume 2” meter). Based on the current plan the following impact fees will be due:

- **2” Potable water meter** 1 ea. @ $8,688.00 = $8,688.00
- **Wastewater for 2” meter** 1 ea. @ $14,136.00 = $14,136.00
- **2” Irrigation meter** 1 ea. @ $8,688.00 = $8,688.00

**TOTAL** = **$31,512.00**

(does not include connection/installation fee)

12. Point of Services (POS) for the fire protection system have been shown at the DDCVA. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans). Coordinate fire protection review and approval with the Fire Department. Use double detector check valves in lieu of wafer check valves. Label all Potable and Fire Lines.

13. All gravity sanitary pipe and fittings shall be SDR 26. Sanitary laterals from buildings shall be 6”.

14. 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). Please provide details of the dumpster enclosure.

15. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.

16. Site lighting is required including street frontage; all lighting shall meet dark skies requirements per City Code. A site lighting plan has been provided for Planning Department review.

17. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.

18. Design Engineer shall provide drainage certification to the City showing that the requirements of the original SJRWMD permit have been met: Maximum impervious coverage cannot exceed 70%, excluding the retention easement based on C-2 zoning. Permit modification from SJRWMD shall be provided prior to site permit approval.

19. Vacation of existing platted easements, cross easements for ingress/egress, and drainage and utilities will be required – please coordinate with the City Attorney.

20. Response indicates that the project will remain in one ownership. Platting may be required if individual parcels are sold off.

21. No fill or runoff will be allowed onto adjacent parcels. Transition slopes shall be provided to match existing grade at property line. Existing drainage patterns shall not be altered. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site or off-site drainage systems or parking lot.

22. SJRWMD Permit is acknowledged; permits exemptions from FDEP for water, wastewater and NPDES NOI are required.

**PLANNING**

23. REPEAT COMMENT: The existing site is approximately 75% wetlands and floodplains. The proposal includes the site receiving six to seven feet of fill. Development of the property will result in the complete removal of all on-site wetlands. This will inevitably impact the adjacent off-site wetlands as well.

The City Code section that includes regulation related to wetlands (Chapter 94, Article III) is intended to protect, preserve and enhance the natural functions of wetlands and other environmentally sensitive areas within the City. This section does not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is
highly prone to flooding. It doesn’t appear as though the stormwater facilities proposed will compensate for the 4+ acres of wetlands that will be removed. Although no wetland mitigation efforts are proposed (no environmental report was submitted), any mitigation banks outside of the City limits will provide no direct benefits to Winter Garden- only potential future issues.

Without thoroughly addressing these concerns, **Staff cannot support the proposed project.**

*In the previous DRC meeting, the applicant indicated that they would schedule an offline meeting with Staff to discuss the project.*

24. The site data on sheet 2 of 19 includes references to PCD zoning. Will you be applying for a PCD?

25. **REPEAT COMMENT:** Please provide a detail of the proposed dumpster enclosures showing design and materials.

26. How tall is the proposed stem wall along the Daniels Road frontage?

27. Please provide an additional crosswalk connecting the sidewalks adjacent to Buildings 1 & 2 on the west side.

28. With the layout of buildings 3 & 4, you have created a great opportunity for a usable outdoor space between the buildings. A sidewalk connection as well as places for visitors and employees to sit under the trees would really elevate the design and usability of the site.

29. Where is the tree removal/ mitigation information in this submittal? 2-to-1 mitigation is required for removal of trees that are 12” DBH or larger.

30. Sheet LA-1
   a. The LA set is very difficult to read; everything screened back to gray.
   b. A portion of the plant schedule is cut off at the top.
   c. In general, the plant sizes do not meet code minimums. Please read City Code Chapter 118, Article X and ensure the minimum plant sizes are being met.
   d. Why is there no landscape buffering within the “15’ Landscape Buffer Zone”?

31. Informational Item: All irrigation shall utilize reclaimed water or be designed to connect to future reclaimed water lines if not currently available.

32. **REPEAT COMMENT:** Please submit **four-sided** color elevations of all proposed buildings. Note: all building elevations are required to be reviewed and approved by the City Manager.

33. The concept elevation labeled Winter Park Garden MOB – Where is this building located on the proposed site plan?

**BUILDING**

34. I will address the dumpster concerns at plan submittal as no new details were submitted.

35. The private lift station must be permitted by the city and approved by the city.

**PUBLIC SERVICES**

36. Comments from developer state that additional dumpster details are listed on page 7. However, the provided details merely address dumpster pad, asphalt, and concrete.

37. Plans do not include required dumpster specifications (12’ minimum inside dumpster enclosure).

**FIRE**

38. A dedicated fire line is required.
39. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

40. All work shall conform to City of Winter Garden standards and specifications.

41. 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.

42. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

43. 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.

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

Additional comments may be generated at subsequent reviews

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

END OF MEMORANDUM
Pursuant to your request, we have reviewed the site plan dated 10/11/17 for compliance with the City’s stormwater and site requirements. The plan proposes 5 buildings totaling 72,676 s.f. on the 6.25 acre site that is zoned C-2. This is the first review of this site variation, although it was reviewed in 2016.

**ENGINEERING**

Please have the Applicant address the following comments in future submittals:

1. The Planning Department shall review and approve setbacks, parking, landscaping, lighting, and signage requirements.
2. Tree removal shall adhere to the City’s Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department (Steve Pash) on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.
3. Please identify the trees (species and diameter) that are located in the wetland area. It appears that the survey shows the trees in the upland portion only.
4. Parking spaces shall either be 9’ X 20’ or 10’ X 18’ per City Code.
5. 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.
6. Ensure discharge pipe L-23 does not conflict with retaining wall footer and will have the appropriate vertical clearance.
7. Provide transition sections at the property lines. Is the engineer’s intention to leave the areas north of the property line low to collect and hold storm discharge.
8. Please verify that the 4 inch potable water feed is sized to supply adequate pressure to the buildings through 19 potable meters and RPZs and varying size and length service. It should be noted that the City only allows 1 or 2 inch meters. Additionally, the City requires an easement over the potable feed line and meters from the Right of Way of Daniels Road of sufficient size to perform maintenance activities. We need to discuss the meter arrangement, etc. – a master meter may be required with (developer) sub-metering of the individual sites.
9. All on-site utilities shall be privately owned and maintained and shall conform to Chapter 78 of the City Code. 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.
10. 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. Nineteen (19) new water services are shown with a new sanitary lateral connection and a single irrigation meter. It should be noted that the City only allows 1 or 2 inch meters. The plan shows 17-1” potable meters, 2-1.5”
potable meters (will assume 2” meter) and assuming a single 1.5” irrigation meter (will assume 2” meter), the following impact fee calculations do not include any credits for existing meters:

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1” Potable water meter</td>
<td>17</td>
<td>$2,715.00</td>
<td>$46,155.00</td>
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<tr>
<td>2” Potable water meter</td>
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<tr>
<td>Wastewater for 1” meter</td>
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<td>$75,106.00</td>
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<tr>
<td>Wastewater for 2” meter</td>
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<td>$28,272.00</td>
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<tr>
<td>2” Irrigation meter</td>
<td>1</td>
<td>$8,688.00</td>
<td>$8,688.00</td>
</tr>
</tbody>
</table>

**TOTAL** = $175,597.00

*(does not include connection/installation fee)*

11. Point of Service (POS) for fire protection system shall be shown at the DDCVA. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor (note on plans). Coordinate fire protection review and approval with the Fire Department. Use double detector check valves in lieu of wafer check valves. Label all Potable and Fire Lines.

12. All gravity sanitary pipe and fittings shall be SDR 26. Sanitary laterals from buildings shall be 6”.

13. 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). Please provide details of the dumpster enclosure.

14. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.

15. Site lighting is required including street frontage; all lighting shall meet dark skies requirements per City Code. A site lighting plan has been provided for Planning Department review.

16. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.

17. Design Engineer shall provide drainage certification to the City showing that the requirements of the original SJRWMD permit have been met: Maximum impervious coverage cannot exceed 70%, excluding the retention easement based on C-2 zoning. Permit modification from SJRWMD shall be provided prior to site permit approval.

18. Vacation of existing platted easements, cross easements for ingress/egress, and drainage and utilities will be required – please coordinate with the City Attorney.

19. Will the project remain in one ownership? Re-platting may be required.

20. No fill or runoff will be allowed onto adjacent parcels. Transition slopes shall be provided to match existing grade at property line. Existing drainage patterns shall not be altered. Providing positive drainage within the site is the responsibility of the Design Engineer. The City will not maintain any portion of the on-site or off-site drainage systems or parking lot.

21. Permits or exemptions shall be provided from SJRWMD for stormwater and FDEP for water, wastewater and NPDES NOI.

Drainage Report

22. Please include in the drainage report the analysis of the 100 year-24 hour storm event. The narrative mentions the 100 year event in the 100 year flood plain analysis however no additional information is given. Additional comments may be generated upon receipt of the requested information.

23. The project basin was analyzed in the pre-developed condition but appears to not be included in the hydrology routing simulation nor any possible storage included in the analysis. Please clarify.

**PLANNING**

24. The existing site is approximately 75% wetlands and floodplains. The proposal includes the site receiving six to seven feet of fill. Development of the property will result in the complete removal
of all on-site wetlands. This will inevitably impact the adjacent off-site wetlands as well.

The City Code section that includes regulation related to wetlands (Chapter 94, Article III) is intended to protect, preserve and enhance the natural functions of wetlands and other environmentally sensitive areas within the City. This section does not permit wholesale eradication of wetlands for the purposes of commercial development, especially within a jurisdiction that is highly prone to flooding. It doesn’t appear as though the stormwater facilities proposed will compensate for the 4+ acres of wetlands that will be removed. Although no wetland mitigation efforts are proposed (no environmental report was submitted), any mitigation banks outside of the City limits will provide no direct benefits to Winter Garden- only potential future issues.

Without thoroughly addressing these concerns, Staff cannot support the proposed project.

25. Buildings 1 and 2 do not meet the front setback requirements of the C-2 zoning district. A PCD or variance is required for approval.

26. Please provide a detail of the proposed dumpster enclosures showing design and materials.

27. How will the significant grade transition between Buildings 1 / 2 and Daniels Road work? Will a retaining wall be constructed?

28. Building 1 and 2 are required to provide a front-facing building design along Daniels Road. A sidewalk with pedestrian access to the commercial units is required along the Daniels Road elevations.

29. The sidewalk on the north side of Building 1 trails off to nowhere.

30. In general, there doesn’t seem to be any pedestrian connectivity between buildings or though the parking areas. There are no crosswalks through drive aisles. According to the Code, Continuous internal pedestrian concrete walkways, no less than six feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all nonresidential establishments on the site. Also, pedestrian cross access shall be provided between adjacent parcels. Please revise and add these connections.

31. The crosswalk at the main entrance must be made of a different paving material (not just striped).

32. Benches, bicycle racks and trash receptacles shall be provided and located at the entrance to each building and within pedestrian areas situated along the main facade of the building and at the seating areas.

33. Please show proposed monument signs (if any) on the plans (AKA - footprint of monument sign within the sign easement area).

34. Please provide a cross-access connection to the property to the south.

35. Sheet LA-3: Mitigation is required for removal of trees that are 12” DBH or larger. The plans need to account for many more removed trees than are shown. Please indicate species of trees shown on this plan. Also, according to tree survey of the “Cypress Tree Area”, there are additional trees that require mitigation that are not accounted for on this sheet.

36. All irrigation shall utilize reclaimed water or be designed to connect to future reclaimed water lines if not currently available.

37. Please submit four-sided color elevations of all proposed buildings. Note: all building elevations are required to be reviewed and approved by the City Manager.

**BUILDING**

38. ADA parking requirements are per building not per total spaces. See ADA 208.2 advisory statement. This means building 3 and 4 are each required to have 3 ADA spaces. Plans show a total of 4 combined for that area.
FIRE

39. Any commercial building over 6000 Sq. Ft shall be provided with a Fire Sprinkler System and a monitored Fire Alarm System. Lock Box shall be no higher than 7’ from finish floor and shall be monitored by the Fire Alarm System or Burglar Alarm System.

40. Fire Department Connections shall be a minimum of 40 ft. off the building. Fire Hydrants shall be no more than 150 ft. away from Fire Dept. Connections. Both FDC’s and hydrants shall be on the same side of the road or driveway. FDC’s shall be stand alone off the backflow.

41. Fire Lanes shall be established around Fire Dept. Connections.

42. Where Point of Service is established by the engineer of record, a CD in PDF format shall be required to be submitted to the building department for fire permitting purposes by licensed underground contractors with a Class V license.

43. New buildings shall be equipped with a Class I Standpipe Connection in each stairwell on the second floor and each additional floor.

STANDARD GENERAL CONDITIONS

44. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

45. All work shall conform to City of Winter Garden standards and specifications.

46. 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.

47. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

48. 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.

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

Additional comments may be generated at subsequent reviews
Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM
From: Steve Graham, Police Chief

Via: City Manager Mike Bollhoefer

Date: February 19, 2019

Meeting Date: February 28, 2019

Subject: Retirement of Canine Mack.

Issue: Canine Mack has reached the point where he needs to be medically retired. Mack’s handler, Officer Mathew Griffin, advises that he would like to get custody of Mack and keep him as a pet. Officer Griffin would assume full responsibility for the care and maintenance of Mack at that point. Funds will need to be allocated for the purchase of another canine to replace Mack.

Recommended action: Approve the retirement of Canine Mack and award custody of him to Mathew Griffin. Approve the purchase of the replacement canine through existing budget funds.

Attachment:
THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Tanja Gerhartz, Economic Development Director
Via: Mike Bollhoefer, City Manager
Date: February 15, 2019        Meeting Date: February 28, 2019

Subject: Facade Matching Grant Application for 4 E. Plant Street

Applicant: Plantation Jewelers – 4 E. Plant Street

Discussion: The CRA Advisory Board recommended approval of the attached Facade Matching Grant application on February 12th, which is coming before the CRA for approval on February 28, 2019. This long standing business wants to upgrade to a new storefront and facade. The following matching grant is being recommended for approval:

Plantation Jewelers $10,000

Recommended Action:

Move to approve a facade matching grant of up to $10,000 and authorize the City Manager to execute an agreement contingent upon the applicant meeting the following conditions:

- Installing a new storefront as depicted in the attached staff report and meeting conditions as approved by the CRAAB and ARHPB.

Attachments/References:

Facade Matching Grant Application and Supporting Materials
BUSINESS FACADE MATCHING GRANT PROGRAM
COMMUNITY REDEVELOPMENT AGENCY (CRA)

PROGRAM OBJECTIVES:
The primary objective of the program is to encourage rehabilitation and preservation of commercial buildings by offering financial and technical assistance for facade rehabilitation and improvements. This, in turn, improves the aesthetics of the entire downtown district and encourages private investment that leads to increased property values. This program supports the CRA plan as envisioned under 7.4 Economic Programs.

APPLICATION PROCESS:
You must submit a written application. Staff will work with you to meet program conditions that are required for a commitment of funds. Incomplete applications will not be accepted.

CRITERIA:
- Must be a small business as defined by the U.S. Small Business Administration. (For more information, visit www.sba.gov/size).
- Must be a business and/or property owner in good standing. (Current Business Tax Receipt, Property Taxes, No Fines, etc.)
- Applicant must share 50% of the cost. The maximum grant the City will provide is $20,000. But, any grants over $10,000 shall be for high impact projects representing private investments at or above $500,000.
- The business must be located within the boundaries of CRA (see map) and along designated streets.
- The business owner and property owner must jointly apply.
- The improvements must meet with the City’s approval and will require board approval.

ELIGIBILITY:
Eligible applicants include both commercial property owners and business lessees with written authorization of the property owner.

ELIGIBLE WORK: Rehabilitation and improvements of existing building facades visible to the street or public right-of-way, including storefronts; cornices; gutters and downspouts; signs and graphics; exterior lighting; canopies and awnings; painting and masonry cleaning. Permit and design review fees can be reimbursed through the program.

INELIGIBLE WORK: Any roofs; structural foundations; billboards; security systems; non-permanent fixtures; interior window coverings; personal property and equipment; security bars; razor/barbed wire fencing; streetscape, landscaping, sidewalks and paving.

THE FOLLOWING ARE INELIGIBLE FOR GRANT FUNDS:
- National Corporate Franchises
- Government Offices and Agencies (non-governmental, for-profit, tenants are eligible) Properties primarily supporting a residential use
- Properties exempt from property taxes

CONTRACTUAL AGREEMENT
Accepted applicants will have to enter a contractual grant agreement with the CRA prior to disbursement of grant funds.

DESIGN
Design and planning costs directly related to the application for grant funds under the facade program may be reimbursed from grant monies once improvements are completed.

APPROVALS
The City and CRA have the sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding. Applicants will be responsible for obtaining necessary regulatory approvals, including any needed by City departments or boards and including, but not limited to building permits and any other necessary permits. All work must comply with city, state and federal regulations.

The City has adopted a historic architectural overlay district for the downtown core area. A separate application will be needed for exterior facade improvements. A determination will need to be made by City staff for compliance to the standards and guidelines of the overlay. Projects that meet the standards and guidelines will be able to proceed for building permits if necessary. Projects that do not meet the guidelines will need to be reviewed by the Architectural Review & Historic Preservation Board.
COMPETITIVE BIDDING
Applicants are required to obtain two (2) competitive bids. If the lowest bid is not chosen, the applicant will have to match the cost to the lowest bid or provide justification why they want to use the higher bid and the City will consider waiving the requirement if it is justified. For every type of proposed work, the CRA will match half of the cost of the lowest bid up to twenty thousand dollars ($20,000) inclusive of any design or planning costs being reimbursed. All contractors must be insured and licensed by the State of Florida. All construction contracts will be between the applicant and contractor.

BUY LOCAL AND COMMUNITY SUPPORT
Applicants are encouraged to hire locally-owned businesses and contractors for the work outlined in the grant agreement.

COMMITMENT OF FUNDS
The grant available for each property is 50 percent of the cost of eligible improvements and associated design fees, up to $20,000. Accepted applicants may draw on up to 50% of the estimated grant monies to be awarded, as determined by the lowest bid on the application, with proof of invoices paid. The remaining grant payment will be paid once the project is complete (This requirement can be waived by the Community Redevelopment Agency Advisory Board (CRAAB) with special conditions). Grants are awarded as long as funding remains available in the program. Once program funds have been allocated, the program will accept applications and create a waiting list, until additional funds are approved.

PROGRAM REUSE RESTRICTION
A grant recipient's business location may not be the beneficiary of another Business Facade Matching grant until after a 5-year time frame. If a business is sold and the new owner wishes to apply for the grant, the five-year time frame still applies. The five-year time frame begins at the date the improvements are completed.

GENERAL CONDITIONS
The following general conditions will apply to all projects:
- Based on the discretion of the advisory board and the CRA.
- Improvements funded by the grant must be approved by the City and property maintained.
- Property taxes must be current, have a business license and applicants may have no debts in arrears to the City when a contract is signed.
- Applicants must provide proof of current property insurance.
- No work shall commence until authorized by the CRA. The application process will consist of being first reviewed by the CRAAB and recommended to the CRA and upon approval enter into an agreement.
- All projects shall obtain a building permit and will display signage indicating the CRA's involvement in the improvement work. Signs will be provided by the CRA.

QUESTIONS OR INQUIRES MAY BE DIRECTED TO THE ECONOMIC DEVELOPMENT DIRECTOR AT 407.656.4111 EXTENSION 2308.

SUBMITTAL REQUIREMENTS
Please bring all of the following items that apply when submitting your request

<table>
<thead>
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<th>Requirement</th>
<th>STAFF</th>
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<tr>
<td>APPLICATION</td>
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<tr>
<td>BUSINESS TAX RECEIPT</td>
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<tr>
<td>INSURANCE CERTIFICATE</td>
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<tr>
<td>PROPERTY TAX VERIFICATION</td>
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<tr>
<td>DRAWINGS, RENDERINGS, SKETCHES</td>
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<tr>
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INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

PROVIDE A COPY OF THE CURRENT BUSINESS TAX RECEIPT.

PROVIDE A COPY OF THE CURRENT PROPERTY INSURANCE.

PROVIDE A COPY OF THE PROPERTY'S PROPERTY TAX PAYMENTS CURRENT.

PROVIDE A DRAWING, RENDERING OR SKETCH FOR ENCOMPASSING SCOPE OF WORK.

NO FEE REQUIRED
**BUSINESS FACADE MATCHING GRANT PROGRAM**  
COMMUNITY REDEVELOPMENT AGENCY (CRA)

Please submit this completed application along with any supporting documentation to the Planning and Zoning Division of the Community Development Department. (An incomplete form will cause a delay in processing.)

**APPLICANT / BUSINESS INFORMATION:**

<table>
<thead>
<tr>
<th>NAME OF BUSINESS:</th>
<th>Plantation Jewelers</th>
</tr>
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<tbody>
<tr>
<td>ADDRESS:</td>
<td>4. E. Plant Street</td>
</tr>
<tr>
<td>CITY:</td>
<td>Winter Garden</td>
</tr>
<tr>
<td>STATE:</td>
<td>Florida</td>
</tr>
<tr>
<td>ZIP:</td>
<td>34787</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>407.656.4111</td>
</tr>
<tr>
<td>FAX:</td>
<td>407.654.1258</td>
</tr>
<tr>
<td>CONTACT NAME:</td>
<td>Alex Ramos</td>
</tr>
<tr>
<td>FEDERAL IDENTIFICATION #:</td>
<td>020598393</td>
</tr>
<tr>
<td>OR SOCIAL SECURITY #:</td>
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<td>TYPE OF BUSINESS:</td>
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<td>STATE OF INCORPORATION:</td>
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**PROJECT/SITE INFORMATION:**

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<tbody>
<tr>
<td>PROJECT ADDRESS:</td>
<td>4. E. Plant Street, Winter Garden, FL 34787</td>
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<tr>
<td>PROPERTY LOCATED IN HISTORIC DOWNTOWN DISTRICT OVERLAY:</td>
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<tr>
<td>CONTRIBUTING STRUCTURE:</td>
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<tr>
<td>COUNTY PROPERTY APPRAISER TAX PARCEL ID NUMBER(S):</td>
<td>23 - 22 - 27 - 2888 - 01 - 071</td>
</tr>
<tr>
<td>LEGAL DESCRIPTION:</td>
<td>FRIES PLAT OF WINTER GARDEN E/L BEG W. 67 FT S OF NW COR LOT 7 BLK A RUN S. 60. 98 FT TO C/L OF BLOCK WALL THE ALONG C/L SAID WALL 50 FT S 18 FT E 50 FT TO E LINE OF LOT 6 RUN N 8 FT W 38 FT M/L RUN N TO PLANT ST TH SWLY ALONG R/W TO PDB (LESS ALLEY BEING N 8 FT OF S 20 FT OF E 12 FT OF LOT 4 BLK A)</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF PROPOSED EXTERIOR IMPROVEMENT (ATTACH PLANS IF AVAILABLE):**

Exterior Improvements (in detail explain scope of work):

- Storefront alterations to include:
  - New windows
  - New door
  - Removing blue tile and replace with brick

**BID ESTIMATES FOR PROPOSED SCOPE OF WORK (Exterior Work Only):**

Applicant may make multiple copies of this page if the applicant is acting as their own General Contractor and more than one type of work is being performed. List each type of work separately under a Bid Estimate.

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<th>BID ESTIMATE #2</th>
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<tr>
<td>COMPANY NAME:</td>
<td>C.W. Hands</td>
</tr>
<tr>
<td>CONTACT NAME:</td>
<td>Joe Majowich</td>
</tr>
<tr>
<td>CONTACT PHONE NUMBER:</td>
<td>407.366.1564</td>
</tr>
<tr>
<td>CONTACT EMAIL:</td>
<td><a href="mailto:joem@cwhaysconstruction.com">joem@cwhaysconstruction.com</a></td>
</tr>
<tr>
<td>BID AMOUNT FOR TOTAL WORK:</td>
<td>See Attached</td>
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<tr>
<td>BID AMOUNT FOR TOTAL WORK:</td>
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**INVESTMENT VALUE OF WORK BEING PERFORMED BY APPLICANT:**

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<th>VALUE OF INTERIOR IMPROVEMENTS:</th>
<th>VALUE OF EXTERIOR IMPROVEMENTS:</th>
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<tbody>
<tr>
<td>SOURCE OF MATCHING FUNDS:</td>
<td></td>
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</table>
PROPERTY OWNER INFORMATION / AUTHORIZATION:

OWNER NAME: Martha Rangel
ADDRESS: 315 S. Highland Avenue

CITY: Winter Garden STATE: Florida ZIP: 34787

TELEPHONE: 407.427.4635 FACSIMILE: 407.347.0149 EMAIL: 

I, Martha Rangel, AS OWNER OF THE PROJECT PROPERTY I HEREBY PROVIDE AUTHORIZATION TO THE APPLICANT TO REHABILITATE THE SAID PROPERTY AND THAT THE APPLICANT HAS THE AUTHORITY TO SIGN AND ENTER INTO AN AGREEMENT TO PERFORM THE REHABILITATION WORK ON THE PROPERTY.

OWNER ALSO HEREBY ACKNOWLEDGES THE FOLLOWING:

- OWNER HAS BEEN PROVIDED A COPY OF THE PROGRAM GUIDELINES, AND HAVE READ AND UNDERSTANDS THEM.
- OWNER AGREES TO THE CONDITIONS AND RESTRICTIONS OF THE CRA BUSINESS FACADE MATCHING GRANT PROGRAM.

I, Alex Ramos, CERTIFY THAT ALL INFORMATION IN THIS APPLICATION, AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS APPLICATION, IS GIVEN FOR THE PURPOSE OF OBTAINING A 50/50 GRANT AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IF THE APPLICANT IS NOT THE OWNER OF THE PROPERTY TO BE REHABILITATED OR, IF THE APPLICANT IS NOT THE SOLE OWNER OF THE PROPERTY, THE APPLICANT CERTIFIES THAT HE/SHE HAS THE AUTHORITY TO SIGN AND ENTER INTO AN AGREEMENT TO PERFORM THE REHABILITATION WORK ON THE PROPERTY.

SUCCESSFUL APPLICANTS IN THE CRA BUSINESS FACADE MATCHING GRANT PROGRAM ARE ENCOURAGED TO CONTRACT WITH LOCALLY OWNED BUSINESSES WHEN AVAILABLE FOR THE PURPOSES OF FULFILLING THIS GRANT.

VERIFICATION OF ANY INFORMATION CONTAINED IN THIS APPLICATION MAY BE OBTAINED ON BEHALF OF THE CRA FROM ANY AVAILABLE SOURCE.

APPLICANT ALSO HEREBY ACKNOWLEDGES THE FOLLOWING:

- APPLICANT HAS READ AND UNDERSTANDS THE PROGRAM GUIDELINES AND CRITERIA.
- APPLICANT MUST MEET ALL CITY REQUIREMENTS AND CODES.
- APPLICANT UNDERSTANDS THAT FINAL APPROVAL MUST COME FROM ALL CITY DEPARTMENTS AND BOARDS CONCERNED WITH ANY IMPROVEMENT.

CRA SUBMISSION FOR OFFICE USE ONLY
CRA BFMGP- DATE
APPLICATION NUMBER
DATE STAMP
ESTIMATE 1
CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between Buildco Construction, LLC, whose address is 12775 Starkey Rd., Largo, FL 33773, hereinafter referred to as “Builder”, and Alex Ramos, Plantation Jewelers, whose address is 4 E Plant Street, Winter Garden, FL 34787; Telephone 407-656-6578; Email: Alex@plantationjewelers.com, hereinafter referred to as “Owner”, who hereby agrees that the Builder shall construct a new brick building facade over the existing facade upon Owner’s tenant space with a street address of 4 East Plant Street, City, Winter Garden, FL, 34787, (the “Improvements”) are on the front facade of an existing tenant space and the building is legally described as:

FRIES PLAT OF WINTER GARDEN E/16 BEG 8.57 FT S OF NW COR LOT 7 BLK A RUN S 60.98 FT TO C/L OF BLOCK WALL TH E ALONG C/L SAID WALL 50 FT S 18 FT E 50 FT TO E LINE OF LOT 6 RUN N 8 FT W 38 FT M/L RUN N TO PLANT ST TH SWLY ALONG R/W TO POB (LESS ALLEY BEING N 8 FT OF S 20 FT OF E 12 FT OF LOT 6 BLK A)

The Improvements to be constructed thereon by Builder substantially in accordance with the plans being designed by the Owners Architect and managed by the Builder and specifications attached hereto or identified on Schedule 1 (Plans and Specification), and otherwise pursuant to the terms and conditions set forth herein or attached hereto.

1. **Purchase Price.** The price for construction of the Improvements (the “Contract Sum”) shall be $56,000.00 dollars and does not include the cost of permits and fees. The Contract Sum shall be paid in accordance with the draw schedule attached hereto as Schedule 2. Time is of the essence with respect to payments due to Builder. Builder’s draw payments shall be due within seven (7) days of Builder’s invoice.

2. **Financing Costs.** Documentary stamps and other expenses related to any financing obtained by Owner shall be paid by Owner. Owner shall pay for the preliminary title insurance commitment if needed and the owner’s and lender’s, if any, title insurance policy. Owner shall pay for a survey, if desired.

3. **Default.** In the event Owner fails to cure any default(s) under the terms and conditions of this Agreement after seven (7) days written notice of such default, Builder shall be entitled to suspend and/or terminate its’ services under this Agreement and pursue all available remedies for such default(s).

4. **Occupancy.** Builder shall coordinate with Owner of the date and time for faced improvements. Owner will occupy the space during the Improvements. However, there will be select dates in which Owner will have to close to allow for work to be completed. That will consist of 5-7 days in a row. When the Improvements are substantially completed, this will be referred to hereinafter as the (“Occupation Date”). Builder and Owner shall, prior to Final Completion, and/or the Occupation Date, perform a final walk-through inspection of the Improvements and prepare, if necessary, a punch list setting forth any items which the Owner considers defective. If any item is deemed to be defective, Builder shall correct those items. Builder shall exercise his reasonable discretion in the determination of whether an item is defective, or the appearance of an item requires correction.
Builder shall use its best efforts to complete punch list items within thirty (30) days from date of walk-thru, subject to availability of labor, parts, materials, and supplies. Owner agrees to provide reasonable access to Builder and Builder’s agents and sub-contractors to perform such punch list work. Owner agrees that the existence of any uncorrected items does not constitute grounds for delaying or deferring any amounts due to Builder and that there will not be any deduction or adjustment or escrow or holdback of any amounts due to Builder.

5. Warranty. Upon completion, Builder shall furnish to Owner a one-year labor and materials warranty. OWNER FURTHER UNDERSTANDS AND AGREES THAT THE WARRANTIES REFERENCED HEREIN SHALL BE THE SOLE WARRANTIES, EXPRESSED OR IMPLIED, BEING FURNISHED TO OWNER IN CONJUNCTION WITH THIS TRANSACTION. ANY AND ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CREATED BY STATE OR FEDERAL LAW ARE HEREBY SPECIFICALLY DISCLAIMED BY BUILDER AND WAIVED BY OWNER. The foregoing disclaimer and waiver shall also apply to all express or any implied warranties as to any “consumer products” as defined in the Magnuson Moss Warranty Act, 15 U.S.C 2301, which consumer products shall not be warranted by Builder, provided, however, that Builder shall deliver to Owner at Occupation Date any manufacturer’s or supplier warranties with respect to such consumer products.

Owner understand and agrees that certain finishes and materials such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, Marbella stones, stone, granite, natural stone, tile, mica, and the like are subject to shading and gradation and will vary from samples, models or color charts, from piece to piece, Owner’s selections may not match the shade or texture in models, samples and pictures, and Builder will not be liable for such variations. Under no circumstances will Owner be permitted to hand pick, hand select or to direct installers regarding natural stone, marble, barbells stones, saturnian stone or granite. Unless specified in the Plans and Specification, Builder will have absolute discretion in selecting the “finishing details”, including, but not limited to, the exterior of the Improvements, landscaping and amenities. Further, Owner acknowledges that trees may be harmed during the construction and development process and that Builder does not guarantee the location, replacement or survival of any trees or landscaping. Owner acknowledges that Builder accepts no responsibility for the condition of Owner’s lot upon which the Improvements shall be constructed, including, but not limited to, subsurface soil conditions and storm water runoff, and Owner accepts any risk associated therewith.

6. Construction.

7.1 Builder agrees to construct the Improvements in substantial compliance with the Plans and Specifications. The Builder shall have the right to substitute substantially equivalent materials for any of those called for in said specifications and to make such other modifications to the Improvements or substitutions as may be required due to shortages in supplies or materials or as may be required by appropriate local authorities or any construction lender, or as may be reasonably necessary to fulfill the design intent of the Builder. Builder reserves the right to remove any existing vegetation and/or trees on the Improvements. Builder shall not be responsible for any damage to trees and/or vegetation remaining following construction and shall not be responsible
for any such trees or vegetation that does not survive. Any and all plans, blueprints, illustrations or specifications prepared by or on behalf of Builder, if any, which are utilized in connection with the construction of the Improvements shall be and remain the sole and exclusive property of the Builder. Owner agrees that the direction and supervision of all workers on the Improvements, including sub-contractors, rests exclusively with Builder. Owner further agrees not to contract with Builder's sub-contractors, or to engage other builders or sub-contractors, or to personally perform any work on the Improvements prior to Occupation Date.

6.2 All finish selections, upgrades or changes (collectively, the “Changes”) to be selected by the Owner must be selected in writing, within five (5) calendar days from the date the Builder notifies the Owner. Builder shall be under no obligation to purchase, install or construct any Changes which Owner may request after expiration of the five (5) day period, IF OWNER DOES NOT MAKE ALL FINAL SELECTIONS AND/OR CHANGES WITHIN THE FIVE (5) DAY PERIOD DESCRIBED IN THIS PARAGRAPH, BUILDER SHALL PROCEED WITH CONSTRUCTION BY MAKING THE NECESSARY CORRECTIONS, AND/OR MAKING ONLY THOSE CHANGES WHICH HAVE BEEN FINALIZED IN ACCORDANCE WITH THIS PARAGRAPH, IN ITS’ SOLE DISCRETION.

6.3 Owner shall make selections from Builder's approved materials suppliers, and sub-contractors unless otherwise approved by Builder. Builder shall have sole discretion to refuse any change, material selection, supplier or sub-contractor. In the event Builder allows Owner to use an alternate material supplier or sub-contractor, Builder shall exclude that work from Builder's warranty, and Builder shall not be responsible for any resulting delays.

6.4 Flooring and Furniture in Improvements Containing Two Stories/Levels. THIS PROVISION IS APPLICABLE ONLY IF THE IMPROVEMENTS CONTAINS A SECOND STORY/LEVEL. Owner acknowledges and agrees that the structural flooring system on the second level of the Improvements is designed to carry the weight of the flooring installed by Builder in the Improvements. After Occupation Date, should Owner elect to install any flooring that requires a mud-set base such as natural stone, marble or similar product (collectively, "Mud-Set Flooring") in any area on the second floor of the Improvements that did not originally contain Mud-Set Flooring, Owner acknowledges and agrees that: (a) Owner is doing so at Owner's sole risk, liability and expense, (b) said flooring may require structural reinforcement, and (c) said installation shall void Builder's limited warranties regarding the structural elements of the second floor, flooring and any other matters affected by Owner's installation of flooring on the second story of the Improvements post Occupation Date. Additionally, if Owner elects to install, keep or store heavy furniture or items on the second floor of the Improvements, including but not limited to pool tables, marble furniture, boxes and equipment, Owner acknowledges and agrees that Owner is doing so at Owner's sole risk, liability and expense and Builder shall have no liability whatsoever for any damages incurred as a result of Owner's installation, keeping or storage of heavy furniture or items on the second floor of the Improvements, including but not limited to pool tables, marble furniture, boxes and equipment. The provisions of this Section shall survive Occupation Date.
7. **Energy Efficient Rating Disclosure.** In accordance with Section 553.996, Florida Statutes, Builder hereby notifies Owner of Owner's option to obtain an energy-efficiency rating on the Improvements from a building energy-efficiency rating system provider. Said energy-efficiency rating shall be obtained by Owner at Owner's sole cost and expense. Builder makes no representations or warranties as to any such energy-efficiency rating. Such information shall not constitute a basis for any claims against Builder with respect to the disclosures required under the Florida Building Energy-Efficiency Rating Act, nor shall Builder be liable or responsible to Owner for its reliance on any energy-efficiency rating obtained by Owner on its behalf.

8. **Extras: Options: Changes.**

a) Should Owner request any extras, options or changes (collectively “Changes”) to the plans or specifications attached hereto as Schedule 1, Builder, in its sole discretion, shall have the right to determine whether Builder will accept the request and if so, such matters shall be set forth in a written change order.

b) Owner hereby agrees to pay to Builder, upon request, the total charge imposed by Builder for any Changes and understands that payment for Changes is due prior to commencement of Changes. The Builder’s charges for any Changes shall be non-refundable to Owner. Builder’s obligation to turn over occupancy to Owner is contingent upon Owner’s payment for the Changes. Should Owner fail to pay for any Changes on or before Occupation Date, the labor and materials warranty shall be void and of no effect.

c) Owner hereby acknowledges that any Changes that the Builder and the Owner agree to make subsequent to the date of this Agreement may extend the completion date of the project.

9. **Agreement to Complete/Price Increases/Deposits.**

a) “Substantially Completed” means that the Improvements have been completed in the manner required by this Agreement and a Certificate of Occupancy or a Certificate of Completion has been issued by the appropriate governmental agency. Start of construction is defined as the date on which construction is started on site in force. Project duration is anticipated under 21 days and no penalties are enforced for delays. The Completion Date is subject to delays caused by weather, casualty, acts of God, materials and labor availability, governmental, utility or other non-private entities, as well as delays relating to Owner’s specifications, selections, changes, and other events beyond the Builder’s control. The Completion Date shall automatically be extended for events beyond Builder’s control and also in the event additional time is required to complete Changes and/or in the event Owner is granted additional time to make selection of finishes, upgrades, or provide input or approval of design, layouts and configurations. UNDER NO CIRCUMSTANCES SHALL THE BUILDER BE LIABLE TO THE OWNER FOR ANY DAMAGES AS A RESULT OF ANY DELAYS IN CONSTRUCTION OR POSSESSION, INCLUDING BUT NOT LIMITED TO, TRAVEL, TEMPORARY OR EXTENDED ACCOMMODATION COSTS, MOVING AND STORAGE COSTS, AND ANY PREMIUMS, PENALTIES OR FEES THAT MAY RELATE TO THE DELAY.
b) In the event that, after the Effective Date, Contractor is notified of a price increase(s) with respect to labor and/or materials to be incorporated into the Improvements which are the subject of this Contract, then Contractor shall be permitted to pass the price increase(s) on to Owner, on a dollar for dollar basis.

c) Deposits will be collected for long lead items. Those items include, Kawneer Storefront System, Chicago Brick and Awning. Deposits will be taken after an approved shop drawing and or material selection has been made. Schedule as follows:
Kawneer Storefront System Deposit: $6,000.00 dollars
Chicago Brick Deposit: $3,000.00 dollars
Awning Deposit:$2,500.00 dollars

10. Brokers. The parties hereto represent, warrant and agree, that there have been no brokers, salesmen or finders engaged for this transaction or entitled to a fee or commission for this transaction except as may be otherwise set forth in this Agreement. Owner shall indemnify and hold Builder harmless against any fees or commissions, liabilities, costs or expenses claimed by or as a result of any broker, salesmen or finder claiming through or on behalf of Owner. This representation and indemnification shall survive the Occupation Date of this Agreement.

11. Time. Time is of the essence of this Agreement.

12. Severability. In the event any portion of this Agreement should be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect in any way the remainder of this Agreement, which shall continue in full force and effect.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby agree that venue for any action hereunder shall lie in Hillsborough County, Florida.

14. Prohibition Against Assignment. The Owner shall not assign this agreement without prior written consent of Builder.

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

16. Counterparts. This Agreement may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute a single instrument.

17. Owner’s Acknowledgements. Owner certifies that he has read each, and every part of this Agreement and addendums, if any, and that this Agreement constitutes the entire agreement between Owner and Builder. No agreements, promises, representations or warranties, whether oral, written or otherwise, made by Builder, its agents or employees, Owner, or by any broker, contractor or any other person, are binding upon the parties hereto unless stated in this Agreement.
18. **CHAPTER 553 FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT.** 60 DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS AGREEMENT A WRITTEN NOTICE. REFERING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST.

19. **Waiver of Jury Trial and Venue.** Owner and Builder waive the right to trial by jury in any action or proceeding brought in connection with this Agreement. The parties agree that the exclusive venue for any proceeding brought to enforce this Agreement shall be maintained in the State or Federal Courts located in Hillsborough County, Florida.

20. **Integration and Modification.** This Agreement constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations, and affirmations, whether written or oral, are merged herein and superseded hereby. No oral promises, representations, or affirmations made contemporaneously with the execution of this Agreement shall operate to modify, enlarge, or contradict its express terms. This Agreement may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in a writing signed by the party to be charged thereunder.

21. **Costs Of Enforcement.** In the event that either Builder or Owner shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that either Builder or Owner retains an attorney for the purpose of collecting any sum due hereunder or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding, or otherwise, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees from the non-prevailing party.

22. **Notice.** Whenever a notice is required to be sent under the terms of this Agreement, the notice will be deemed to have been properly given or served (a) when delivered in fact to the other party, (b) when delivered to and receipted for by a recognized air courier service (i.e., Federal Express, UPS, DHL), (c) by electronic transmission or electronic means, or (d) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested, and in all events when addressed to Owner or Builder, as the case may be, at the address set forth on the first page of this Agreement, or to such other address as either party may specify in writing in accordance with this notice provision. All notices shall also be effective upon refusal or failure to accept delivery or otherwise.

23. **Interpretation.** Unless the context requires otherwise, the singular shall be construed
to include the plural and vice versa. The paragraph headings used herein are for indexing purposes only and are not to be used in interpreting or construing the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each which shall be deemed original and all of which together shall constitute one and the same instrument. Electronically transmitted copies and the signatures thereon shall have the same force and effect as if the same were original documents. Electronically transmitted signatures are acceptable and shall be deemed to be original signatures.

25. **Section Headings.** The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Risk of Loss Prior To Occupation Date.** If between the Effective Date and the Occupation Date, the Improvements is damaged by fire, natural disaster or other casualty, the following shall apply:

26.1. **Risk of loss to the Improvements by fire, natural disaster or other casualty until the Occupation Date is assumed by Builder,** but without any obligation of Builder to repair or replace the Improvements, except that if Builder elects to repair or replace such loss or damage to the Improvements, this Agreement shall continue in full force and effect and Owner shall not have the right to reject title or receive a credit against or abatement in the Total Purchase Price. If Builder elects to repair or replace such loss or damage, Builder shall be entitled to a reasonable period of time within which to complete such repairs or replacement. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss or damage shall belong entirely to Builder. If such proceeds shall be paid to Owner, Owner agrees that such funds are the Improvements of Builder and Owner shall promptly upon receipt thereof turn the same over to Builder. If Builder notifies Owner that Builder does not elect to repair or replace any such loss or damage to the Improvements, then this Agreement shall be deemed canceled and of no further force or effect. In such case, Builder shall refund to Owner all monies deposited under this Agreement, whereupon the parties shall be released and discharged of all claims and obligations under this Agreement (except those obligations of Owner which are to survive the termination of this Agreement), except that if Owner is then otherwise in default hereunder, Builder shall retain all deposits and monies paid hereunder as and for liquidated damages.

26.2 **Risk of loss to the Improvements by fire, natural disaster or other casualty from and after Occupation Date is assumed by Owner.** Owner should be aware that the Improvements, however well constructed, may be subject to damage or destruction by naturally occurring events, such as hurricanes and sinkholes. All risks associated with all natural occurrences shall be borne by Owner from and after Occupation Date.
IN WITNESS WHEREOF, this Agreement is entered into as of the date when the last one of Owner or Builder has signed the same.

Owner Date

10/5/2018

Note: This Agreement shall become effective only after it has been signed by an authorized agent of Builder.

BUILDER

Buildco Construction, LLC

By: __________________________, President Date
Plantation Jewelers
Scope of Work

1. Includes architect to draw up permitted plans for façade renovation.
2. Includes architect to draw up elevations and submission for ARB.
3. Cut existing side walk and pour brick ledge to support brick.
4. Install new CMU at roof parapet to support new brick façade extending past existing roof height.
5. Furnish and install Old Chicago brick façade to match 360 Plant Street.
6. Brick façade will have dual perimeter columns going vertically to parapet.
7. Brick façade will stand out sign detail and 3 course stepped brick rising 2'-3' above existing parapet height.
8. Brick façade includes the steel lintel over storefront, all waterproofing and flashing, brick ties etc.
9. Furnish and install custom salt finish precast sills and a marquee stone for store letters.
10. Carpentry to refinish interior wall sections and sill wall for new façade storefront. Demo existing tile wall to CMU and rebuild.
11. Install extension from existing roofing for new parapet height and new coping metals for proper cap.
12. Furnish and install new Kawneer storefront and door system. System includes full light tall door and 3 panel window system, matching black aluminum.
13. Kawneer storefront system can be made with impact glass, add approximately $4,500 dollars.
14. Prep and finish interior drywall to new storefront, ready for Owner painting.
15. Includes the demolition of the existing storefront and door.
16. Temporary plywood storefront if needed for an evening during installation.
17. Furnish and install one 16’ rectangular aluminum awning with kickback supports.
18. Awning includes flashing package installed.
19. Furnish and install 3 old style LED goose neck fixtures to light building signage.
20. Furnish and install 2 awning LED lights under metal awning.
21. Includes one new homerun circuit to existing panel and rooftop photocell for exterior lighting.
ESTIMATE 2
AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Fifteenth day of May in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Plantation Jewelers
4 East Plant Street
Winter Garden, FL 34787
Telephone Number: 407-656-6578

and the Contractor:
(Name, legal status, address and other information)

CW Hayes Construction Company, General Corporation
PO Box 621294
Oviedo, FL 32762-1294
Telephone Number: 407-336-1564
Fax Number: 407-366-3835

for the following Project:
(Name, location and detailed description)

51824 Plantation Jewelers
4 East Plant Street
Winter Garden, FL 34787
Renovation

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows. *Note: All references to "Architect" in this contract shall be changed to read "Owner" with respect to payment, administration of contracts, change orders and project management.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has Important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENTS
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17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

1 this Agreement signed by the Owner and Contractor;

2 the drawings and specifications prepared by the Architect, dated N/A, and enumerated as follows:

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<th>Drawings:</th>
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<th>Date</th>
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3 addenda prepared by the Architect as follows:

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<th>Pages</th>
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written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Exhibit A - Provisions to Contractual Start Date
Exhibit B - Contractor's Bid Letter and Bid Form dated May 10, 2018

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

The Commencement date will be fixed in a notice to proceed and after satisfaction of the conditions in Exhibit A

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Complete the box and include the necessary information.)

[ X ] Not later than Thirty ( ) calendar days from the date of commencement.

[ ] By the following date:

ARTICLE 3 CONTRACT SUM
§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Sixty Thousand Dollars and Zero Cents ($ 60,000.00 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

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<th>Portion of the Work</th>
<th>Value</th>
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§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

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<th>Item</th>
<th>Price</th>
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§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)
ARTICLE 4 PAYMENTS
§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

An Application for Payment received by Owner not later than the Twenty-fifth day of a month, the Owner shall make payment to Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Owner receives the Application for Payment. Applications for Payment shall indicate less retainage of ten percent (10.00%)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

Eighteen percent (18.00%) % per annum

ARTICLE 5 INSURANCE
§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than ($ ) each occurrence, ($ ) general aggregate, and ($ ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>As per attached insurance certificate</td>
<td></td>
</tr>
</tbody>
</table>

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an
increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the 
Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide 
coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective 
coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all 
rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and 
(2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other 
causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the 
Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, 
representations or agreements, either written or oral. The Contract may be amended or modified only by a written 
modification in accordance with Article 10.

§ 6.2 The Work
The term "Work" means the construction and services required by the Contract Documents, and includes all other 
labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's 
obligations.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of 
the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as 
binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this 
Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The 
Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of 
service solely and exclusively for execution of the Work. The instruments of service may not be used for other 
Projects or for additions to this Project outside the scope of the Work without the specific written consent of the 
Architect.

§ 6.5 Electronic Notice
Written notice under this Agreement may be given by one party to the other by email as set forth below. 

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, 
and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner
§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the 
site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall 
obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the 
Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations
under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
§ 8.5 Warranty
The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes
The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. All permit fees shall be reimbursed by Owner.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum
The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
§ 12.2 Applications for Payment
§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment
The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments
§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion
§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment
§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.
§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK
§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor’s other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS
§ 15.1 Assignment of Contract
Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections
§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law
The Contract shall be construed and enforced in accordance with the laws of the state of Florida

ARTICLE 16 TERMINATION OF THE CONTRACT
§ 16.1 Termination by the Contractor
If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause
§ 16.2.1 The Owner may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may
.1 take possession of the site and of all materials thereon owned by the Contractor, and
.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 CHANGE DIRECTIVES

Construction Change Directive as defined in AIA A105-2017 Article 10, whereas the General Contractor change markup is Ten percent (10.00%) profit and overhead on labor, material equipment and subcontractors.

17.2 ATTORNEY FEES

In the event of any disputes arising out of or in connection with this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including, but not limited to any trial or appellate proceedings.

17.3 VENUE

In the event of litigation arising out of the terms of this Contract, the parties submit to the jurisdiction of the courts of the state of Florida and further stipulate that venue shall be in the court of competent jurisdiction located in Seminole County, Florida.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Alex Ramos,
Plantation Jewelers
4 East Plant Street
Winter Garden, FL 34787
(Printed name and title)

CONTRACTOR (Signature)

William R. Dillworth, Vice President
CW Hayes Construction Company
821 Executive Drive
Oviedo, FL 32765
(Printed name and title)
LICENSE NO.: CGC034855
JURISDICTION: Florida

51824 Plantation Jewelers, Winter Garden FL

Init.

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Additions and Deletions Report for
AIA® Document A105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Fifteenth day of May in the year Two Thousand Eighteen

...

Plantation Jewelers
4 East Plant Street
Winter Garden, FL 34787
Telephone Number: 407-656-6578

...

CW Hayes Construction Company, General Corporation
PO Box 621294
Oviedo, FL 32762-1294
Telephone Number: 407-336-1564
Fax Number: 407-366-3835

...

51824 Plantation Jewelers
4 East Plant Street
Winter Garden, FL 34787
Renovation

...

The Owner and Contractor agree as follows. *Note: All references to "Architect" in this contract shall be changed to read "Owner" with respect to payment, administration of contracts, change orders and project management.

PAGE 2

... the drawings and specifications prepared by the Architect, dated N/A, and enumerated as follows:

PAGE 3

Exhibit A - Provisions to Contractual Start Date

...

Exhibit B - Contractor's Bid Letter and Bid Form dated May 10, 2018

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User Notes:
The Commencement date will be fixed in a notice to proceed and after satisfaction of the conditions in Exhibit A.

[X] Not later than Thirty ( ) calendar days from the date of commencement.

Sixty Thousand Dollars and Zero Cents ($ 60,000.00)

An Application for Payment received by Owner not later than the Twenty-fifth day of a month, the Owner shall make payment to Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Owner receives the Application for Payment. Applications for Payment shall indicate less retainage of ten percent (10.00%).

Eighteen percent (18.00%) % per annum

As per attached insurance certificate

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. All permit fees shall be reimbursed by Owner.

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice-of-law rules construed and enforced in accordance with the laws of the state of Florida.

17.1 CHANGE DIRECTIVES
Construction Change Directive as defined in AIA A105-2017 Article 10, whereas the General Contractor change markup is Ten percent (10.00%) profit and overhead on labor, material equipment and subcontractors.

17.2 ATTORNEY FEES
In the event of any disputes arising out of or in connection with this Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including, but not limited to any trial or appellate proceedings.

17.3 VENUE
In the event of litigation arising out of the terms of this Contract, the parties submit to the jurisdiction of the courts of the state of Florida and further stipulate that venue shall be in the court of competent jurisdiction located in Seminole County, Florida.
Alex Ramos,  
Plantation Jewelers  
4 East Plant Street  
Winter Garden, FL 34787  

William R. Dillworth, Vice President  
CW Hayes Construction Company  
821 Executive Drive  
Oviedo, FL 32765 -

LICENSE NO.: CGC034855  
JURISDICTION: Florida
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Roxanna S. Dehnert, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:50:18 on 05/15/2018 under Order No. 0778546555 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Roxanna Dehnert

(Title) Construction Coordinator

(Dated) 05/15/2018
The date required for substantial completion as described above shall be extended day for day for any reason specified in the Contract Documents and for work delays caused by weather conditions, or caused by site conditions which prevent the normal progress of work as a result of weather conditions, or for material delays not within the reasonable control of the Contractor. Contractor will begin construction on this project within seven (7) days after Contractor receives the following:

- Contractors receipt of written Notice to Proceed from Owner, and
- Contractors receipt of loan commitment or other evidence of availability of construction funds, satisfactory to Contractor’s attorney; and
- Contractors receipt of all contract documents, properly executed by all parties; and
- Contractors receipt of all required permits.
May 10, 2018

Ms. Michelle Baron
The Real Estate Collection
PO Box 770729
Winter Garden, FL 34777

RE: Plantation Jewelers
4 E. Plant Street
Winter Garden, FL 34787

Dear Ms. Baron,

It is with great pleasure that I submit to you our construction proposal for the new façade for Plantation Jewelers. We propose the attached renovation scope for the above referenced project for the total sum of Sixty Thousand Dollars and No Cents ($60,000.00). Attached, please find notes to proposal. Our project duration is Thirty, (30) calendar days. This bid proposal is valid for thirty (30) days from the above mentioned date.

We appreciate the opportunity to provide you with this proposal. Should you have any questions, please do not hesitate to contact me at the number listed below.

Sincerely,

C.W. HAYES CONSTRUCTION COMPANY

C. Wayne Hayes
President
JC/RD

Florida CGC034855
Arkansas GC-42480516
Georgia GCC0002203
North Carolina 32474
Kentucky
South Carolina G15674
Tennessee 35336

Alabama 20946
Mississippi 10027
Virginia 2705031930A
West Virginia WV049394
Texas
Louisiana 33376

P.O. Box 621294
Oviedo, Florida 32762-1294
Phone (407) 366-1564
Fax (407) 366-3835
NOTES TO PROPOSAL DATED MAY 10, 2018, FOR THE INSTALLATION OF A NEW STOREFRONT FAÇADE AT 4 EAST PLANT STREET, WINTER GARDEN, FL.

1. The purpose of these notes to proposal is to clarify our proposal and specify any assumptions on which this proposal is based. These notes will control where conflicting with other portions of the contract documents, and will be incorporated in any construction agreement for this project between Owner and Contractor. The assumptions were made in the absence of specific requirements or for other practical reasons. The assumptions and associated costs may be revised at the request of the Owner.

2. No soils report was considered for purposes of this proposal and no cost is included for any work which may be required by the soils report. This proposal is based on the assumption that the underground conditions are satisfactory for the construction of the proposed project and that the soil bearing materials are adequate to carry the designated structure and that no underground conditions exist which will require preparation or correction. Dewatering has not been included.

3. This proposal is based on GC Site Walk and examination of damaged areas and discussion with Insurance adjuster.

4. The following have not been included in this proposal:
- Tap Fees.
- Meter Fees.
- Utility Company Fees.
- Impact fees of any kind.
- Changes made by Governing Authorities.
- Water Management Permits if required.
- D.O.T. Permits if required.
- Environmental Regulation Permits, Wildlife Survey or Relocation of Endangered/Threatened Species if required.
- Seating supply.
- Décor supply.
- Equipment supply or install unless in Scope Of Work.
- Signage.
- Unforeseeable subsurface conditions.
- Delays in schedule due to inclement weather.
- Delays caused by Owner, Owner's Contractor's and/or suppliers.
- Asbestos survey or abatement of asbestos if present in structure.
- Upgrade of existing fire ratings or systems.
- Testing.
- Performance and Payment Bond.
- Builders risk insurance.
- Compliance with ADA unless specifically addressed in bid documents.
- Property corners to be provided by Owner if applicable.
- Permits for work by Owner's contractors or suppliers.
- Lighting Control Panels if applicable.
- We specifically exclude a test & balance for any HVAC device or equipment.
- Air Leakage Thermal Building Test.

5. The following have been included in this proposal:
- See Attached Scope Of Work

6. Notes to proposal:
All work will be completed in professional manner during normal business hours, unless any unforeseen conditions arise. All efforts will be given to aid in speedy return back to Owner for full use of space. Anticipated schedule is 14 working days. Materials for this project, more specifically the Kawneer Storefront, will need to be ordered about 4-6 weeks before construction begins. We will verify the Old Chicago brick as well, but typically we can get in 2-3 weeks. Any heighten scheduled will require additional costs and will be charged accordingly. All utilities, electric, water will be provided by Owner during remodel. All efforts will be made for minimal exterior impact of traffic & parking areas. Please refer to attached schedules for approval of Scope of Work, materials and color selections. All color selections by Owner.
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CRA Advisory Board
Facade Matching Grant Application

STAFF REPORT

Property Information

CRA BFMGP-10
4 E. Plant Street

Business Owner
Plantation Jewelers

Property Owner
Martha Rangel

Project Description

The City has received a request from Plantation Jewelers, to renovate the existing storefront and replace it with a new storefront, brick façade, a new aluminum awning and exterior lighting. The storefront will consist of installing a door, windows and kick plate.

The new storefront will provide a much needed facelift for this building which will hopefully create additional foot traffic and create a positive street presence.

Two bid estimates were submitted for the project. The first estimate is from Buildco Construction LLC, and the second estimate is from CW Hayes Construction Company.
Project Budget

<table>
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<th>Estimate 2</th>
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<td>Fees, Demo, Awning, New Storefront, Awnings, Brick and Trim, Lighting</td>
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City Approvals

The applicant will go before the ARHPB for approval at their next meeting and this shall be contingent upon approval from the board and will also be required to meet the conditions outlined in the staff report.

4 E. Plant Street is a contributing structure within the historic district.

Recommendation

Recommend approving “a not to exceed” Facade Matching Grant of $10,000 for eligible improvements which qualifies as a match and authorize applicant to commence construction upon execution of an agreement with the City. The following conditions apply:

- Brick color must be approved by the City.
- The project must be approved by ARHPB.

Summary of Eligible Facade Improvements

- New storefront system
- Install brick façade
- New hard aluminum awning
- Exterior Lighting

Attachments

Business Facade Matching Grant Program Application
**Existing Conditions**

The subject property is a contributing single-story masonry vernacular building that was constructed in 1962. There is one storefront with a large window and door with a transom window above it. The storefront includes a black fabric awning and has small tiles framing the windows. The parapet wall is flat with no cornice and no insets.
EXHIBIT “B”
Subject Property – Existing Conditions
4 E. Plant Street

EXHIBIT “C”
Adjacent Properties
2 E. Plant Street
EXHIBIT “D”
Adjacent Properties

6 E. Plant Street

EXHIBIT “E”
Adjacent Properties

21 E. Plant Street
EXHIBIT “F”
Adjacent Properties

25 E Joiner Street
**Proposed Changes / Additions**

The applicant is proposing to completely renovate the existing front facade of the subject property. Installing an old Chicago brick façade is proposed, which will include a new storefront that consists of a single door with two windows. The new brick facade will include a higher elevation with 3 course stepped coursing rising above parapet height, with two extended columns and inset in the brick for a sign. Decorative lighting and a hard black aluminum awning covering the storefront is also being proposed.

The building will retain its simple masonry vernacular aesthetic, but with a brick finish. This will provide a more aesthetically pleasing, pedestrian-oriented, and visually transparent storefront and help create interest for the customer and visitor.
Subject: Community Redevelopment Agency Board Appointments

Issue: There is one opening on the Community Redevelopment Agency Board.

Discussion: The CRA Board has recommended appointing Daniel Welsh for a three-year term.

Recommended action:

Motion to appoint Daniel Welsh to serve a 3-year term effective February, 2019.

For additional material regarding this agenda item, please contact the City Clerk’s Office
cityclerk@cwqdn.com or 407.656.4111 x2297