



**AGENDA**  
**CITY COMMISSION**  
**REVISED AGENDA 8/10/2015\***  
**CITY HALL COMMISSION CHAMBERS**  
**300 W. Plant Street**

**REGULAR MEETING**

**August 13, 2015**

**6:30 p.m.**

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**CALL TO ORDER**

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Regular Meeting of July 23, 2015

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

A. **Ordinance 15-55**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 7.15 +/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF ROPER ROAD, EAST OF WINTER GARDEN VINELAND ROAD AND WEST OF DANIELS ROAD, FROM CITY R-1 TO CITY PUD; PROVIDING FOR CERTAIN PUD REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Sonata West Orange Campus PUD) **Staff requests postponement until August 27, 2015** – Community Development Manager Pash

3. **REGULAR BUSINESS**

A. Recommendation to approve authorizing the Mayor to execute a three-year Interlocal Agreement for Police Dispatching Services with the Town of Oakland effective October 1, 2015 – Police Chief Brennan

B. Recommendation to approve Site Plan for 360 W Plant Street – Community Development Manager Pash

C. Recommendation to approve Site Plan for 330 E Crown Point Rd (CVC Hospitality) subject to conditions - Community Development Manager Pash

D. **\*Recommendation** to approve entering into a Franchise Agreement with Lake Apopka Natural Gas – City Manager Bollhoefer

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

5. **MATTERS FROM CITY ATTORNEY** – Kurt Ardaman

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

A. Distribution and discussion of moratorium ordinance

## 7. MATTERS FROM MAYOR AND COMMISSIONERS

**ADJOURN** to a Regular Meeting on August 27, 2015 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 Resolution 15-04)

	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 x2254.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 x5455.
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# CITY OF WINTER GARDEN

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## CITY COMMISSION AND COMMUNITY REDEVELOPMENT AGENCY REGULAR MEETING MINUTES

July 23, 2015

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

**Present:** Mayor John Rees, Commissioners Bob Buchanan, Kent Makin, Robert Olszewski and Colin Sharman

**Also Present:** City Manager Mike Bollhoefer, City Attorney A. Kurt Ardaman, City Clerk Kathy Golden, Assistant City Manager - Administrative Services Frank Gilbert, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, Police Chief George Brennan, and Recreation Director Jay Conn

1. **APPROVAL OF MINUTES**

**Motion by Commissioner Buchanan to approve the regular meeting minutes of July 9, 2015 as submitted. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

2. **PUBLIC HEARING MATTER**

A. **Consider condemning property located at 160 East Plant Street, Winter Garden, Florida; Owner: Winter Garden Gateway Corporation**

Code Enforcement Manager Pash noted that this item has been on the agenda several times. The applicant and owner have submitted building plans to the Architectural Review and Historic Preservation Board (ARHPB). Staff did not feel the plans were sufficient and recommended denial. This item was tabled by the ARHPB because the applicants indicated they would do more. Staff asks that this be tabled until the August 27<sup>th</sup> Commission meeting.

Mayor Rees asked if we are near the end of getting something that is workable or moving forward. Mr. Pash replied that he believes that after the upcoming meeting the applicant will have provided a lot more. City Manager Bollhoefer stated that he has spoken to the City Attorney and at this point after their July 28<sup>th</sup> meeting it will go to the ARHPB. He expects that at that meeting a decision will be made either to deny or approve the design.

City Attorney Ardaman added that if it is denied and the applicant continues to attempt to make good faith efforts to meet the requirements, at that point staff would come back to the Commission and make a recommendation to continue. On the other hand, if it is denied and it does not look like we are making very substantial progress, staff would come

back to the City Commission and recommend no further continuations and proceed to a hearing.

Commissioner Buchanan questioned that for as long as this has been going on, the applicant was not told exactly what the City was looking for. City Manager Bollhoefer explained that he thinks the plans submitted substantially met all engineering requirements. The issue was their submission to the ARHPB did not meet the City's architectural standards and the board tabled the matter.

Commissioner Buchanan urged placing a drop-dead deadline on the requirement of certain items. Mr. Bollhoefer indicated that a deadline could be given but it is almost impossible because the due process has to be followed. City Attorney Ardaman advised that a drop-dead deadline not be put in place as it has been a difficult process for both parties over the last several months to get where we are. He thinks we will see a good indication from the owner and representative, and the ARHPB, whether this is something that can be resolved or if it will be a problem. Mr. Ardaman suggested a 30-day continuation would reveal the solution.

City Manager Bollhoefer and City Attorney Ardaman noted that the ARHPB would need an additional review of this case before the City Commission takes a hard position. Mr. Ardaman suggested continuing this item for at least an additional 30 days.

**Motion by Commissioner Olszewski to POSTPONE this item until August 27, 2015 at 6:30 p.m. Seconded by Commissioner Buchanan and carried unanimously 4-1; Makin opposed.**

3. **REGULAR BUSINESS**

A. **Recommendation to approve Final Plat for Twin Waters Subdivision**

Community Development Director Williams stated that this is the Final Plat for 140 single family lots located on both sides of Marsh Road west of Avalon Road and CR 545. It has been reviewed by the City's consulting surveyor, the attorneys, and by staff. It has been found that it complies with all of the requirements and conditions placed on the original project. Approval is recommended with authorization being given for the Mayor to sign the final plat.

**Motion by Commissioner Olszewski to approve the final plat for Twin Waters Subdivision as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

B. **Recommendation to reduce Code Enforcement Case #15-002 fines for 159 Roper Drive to \$500, conditioned upon permits being applied for within 30 days to begin renovations; if not, the fines will revert back to Code Board's findings**

Code Enforcement Manager Pash stated that the home on this property has fallen into a state of disrepair. The City has received complaints from multiple surrounding

neighbors. Staff has tried speaking with the homeowners and on February 3<sup>rd</sup>, the Code Enforcement Board issued a \$250 per day fine for violations; currently the fines total \$40,500. The owners have the home on the market and have a perspective buyer who has purchased another home here in town and has done a very good job in its renovation. The purchaser's intention is to also renovate this home. Staff recommends approval of a reduction in fines to \$500, with a 30-day limitation pending permit submittal. If the permits are not pulled within the 30 days, the fines will come back and will include the 30 days as well.

**Motion by Commissioner Buchanan to approve a reduction of Code Enforcement Case #15-002 fines for 159 Roper Drive to \$500, conditioned upon permits being applied for within 30 days to begin renovations; if not, fines will revert back to Code board's findings. Seconded by Commissioner Makin and carried unanimously 5-0.**

C. **Request for special event by Winter Garden Heritage Foundation to conduct the Winter Garden MusicFest October 9, 10 and 11, 2015 with staff recommendations**

Economic Director Gerhartz stated that the City has received a special event application for MusicFest which is organized and produced by the Winter Garden Heritage Foundation. The event will celebrate its 10<sup>th</sup> Anniversary this year on October 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup>. The event will be similar to previous years with stages set up on Lake View Avenue and Main Street with a potential stage at the Plant Street Market and Brewery. She noted that because of this, they are requesting that the event boundary be extended. City staff recommends approval of the application with conditions as outlined in the report.

There was discussion on the placement of the actual boundary and road access. It was determined that the actual detour would have to start at Park Avenue.

**Motion by Commissioner Makin to approve the special event request by Winter Garden Heritage Foundation to conduct the Winter Garden MusicFest October 9, 10, and 11, 2015, with staff recommendations and blocking off the road at North Park. Seconded by Commissioner Olszewski and carried unanimously 5-0.**

D. **Resolution 15-09:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING AND IMPLEMENTING THE ZONING IN PROGRESS DOCTRINE; DECLARING THAT THE CITY IS CONSIDERING AMENDMENTS TO ITS COMPREHENSIVE PLAN AND ZONING AND LAND DEVELOPMENT REGULATIONS GOVERNING ALL PROPERTIES ADJACENT TO EAST PLANT STREET BETWEEN DILLARD STREET AND STATE ROAD 429 (WESTERN BELTWAY); DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND BUILDING PERMITS FOR SUCH PROPERTIES UNTIL JANUARY 14, 2016, OR UNTIL SUCH TIME AS THE TEMPORARY MORATORIUM CREATED BY THIS RESOLUTION IS

TERMINATED; PROVIDING FOR PUBLIC NOTICE OF ADOPTION; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

City Attorney Ardaman read Resolution 15-09 by title only. City Manager Bollhoefer stated that staff wishes to table this item and may come back with an ordinance instead.

**Motion by Commissioner Makin to POSTPONE Resolution 15-09 to a date uncertain. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

E. **Recommendation to award Downtown Parking Garage contract to Finrock for \$8,105,953**

City Manager Bollhoefer stated, as directed, staff has worked on finalizing the contract and the total cost is \$8,105,953. He noted there are several items included that are not part of the contract but are really allowances so that we can determine at a later date whether or not we will have it in the contract or do it through the City. The number one item is relocating the utilities which would be done by the utility companies at \$740,000. He highlighted other items such as landscaping, hardscaping, way finding signage, site lighting and power and the addition of enhancements. The number one thing on everyone's list was that this garage fit in with the downtown. Staff thinks these type elements are what separate this garage from the plain garages.

Commissioner Makin asked about the design and its ability to coincide with that outside of City Hall. Mr. Bollhoefer noted that he is not sure if the determination of the cast stone color has been established but it can be.

City Manager Bollhoefer noted the low light pole portion of the design on the roof. Commissioner Makin asked if there had been any discussion on the lighting for the back alley. Mr. Bollhoefer replied no, but there will be discussion assuring that it is sufficiently lit.

Mayor Rees commented that the design looks very nice. Mr. Bollhoefer shared that he was impressed that the architect came out and spent a lot of time trying to capture the look, which the City of Winter Garden is all about and that shows in their design.

Commissioner Olszewski asked about the artwork shown and whether or not it could be changed. Mr. Bollhoefer noted that no final decisions have been made and this is just an open place that can be used. He indicated that it would probably be used as a City message board for banners for events that would be controlled by the City.

**Motion by Commissioner Buchanan to approve awarding downtown parking garage contract to Finrock for \$8,105,953. Seconded by Commissioner Makin and carried 5-0.**

City Manager Bollhoefer noted that the on-site construction would begin the day after Bloom 'N Grow on April 12<sup>th</sup>. It should take approximately four months and one week; weather permitting. He displayed a temporary parking plan and noted that staff would like to immediately start on two parts of this plan. No objections were noted.

Mayor Rees asked if the City has spoken with the two main churches that would be affected by these plans. Mr. Bollhoefer responded yes, staff will be meeting with them and have already met with many business owners. Staff is working on a major plan so we do not inconvenience any businesses.

F. **Recommendation to approve setting the proposed millage rate at 4.2500 mills for Fiscal Year 2015/2016 and schedule public hearing dates for September 10<sup>th</sup> and 24<sup>th</sup>, 2015 at 6:30 p.m.**

City Manager Bollhoefer recommended keeping the millage rate the same as previous years.

Commissioner Olszewski stated that he wanted to be sure that by holding this millage rate, the City is not creating a tax increase on any residents of the City Winter Garden. Mr. Bollhoefer affirmed that by doing this, the City of Winter Garden is not creating a tax increase.

**Motion by Commissioner Sharman to approve setting the proposed millage rate at 4.2500 mills for fiscal year 2015/2016 and schedule public hearing dates for September 10<sup>th</sup> and 24<sup>th</sup>, 2015 at 6:30 p.m. Seconded by Commissioner Makin and carried unanimously 5-0.**

*Dispensed as the City Commission and convened as the Community Redevelopment Agency at 6:54 p.m.*

**Members Present:** Chairman John Rees, Members Robert Olszewski, Bob Buchanan, Kent Makin, Colin Sharman and Larry Cappleman

G. **Appointments to the Community Redevelopment Advisory Board for expiring and vacant seats; Larry Cappleman, John Kirby, Sandy Schupp, Ron Sikes, and Kelly Randall**

CRA Advisory Board Member Cappleman stated that there are four appointments necessary for the CRA Advisory Board that will be effective on July 1<sup>st</sup>. The four open seats are for John Kirby, himself (Larry Cappleman), an empty seat from Kelly Randall, and also a seat for Sandy Schupp. Sandy Schupp has expressed an interest in continuing to serve and the CRA Advisory Board recommends reappointing her for another term.

Mr. Cappleman stated that the CRA Advisory Board also recommends Nick Asma be appointed to replace John Kirby, Derek Blakeslee to fill the vacant seat previously held

by Kelly Randall, and Tim Keating to take his (Larry Cappleman) seat on the board as he has termed out.

**Motion by CRA Member Cappleman to appoint Sandy Schupp, Nick Asma, Derek Blakeslee and Tim Keating. Seconded by CRA Member Makin.**

CRA Member Olszewski stated that he would like to have the appointments addressed separately.

**CRA Member Cappleman and CRA Member Makin withdrew their motions.**

**Motion by CRA Member Cappleman to appoint Sandy Schupp. Seconded by CRA Member Makin and carried unanimously 5-0.**

**Motion by CRA Member Cappleman to appoint Nick Asma. Seconded by CRA Member Olszewski and carried unanimously 5-0.**

**Motion by CRA Member Cappleman to appoint Derek Blakeslee. Seconded by CRA Member Buchanan and carried unanimously 5-0.**

**Motion by CRA Member Cappleman to appoint Tim Keating. Seconded by CRA Member Buchanan.**

CRA Member Olszewski asked if it is typical that the recommendations come from the advisory board as there are other interested applicants. CRA Chairman Rees responded yes, typically the CRA Advisory Board comes back with their recommendations. CRA Member Cappleman stated that they examined all of the applicants and they were looking for people that have shown a long interest in the downtown and CRA area. They felt that they have selected some of the more viable candidates that could sustain the activity of the CRA. That was the reason they were chosen and it was a unanimous vote on the part of the Advisory Board.

**Motion carried 5-1; CRA Member Olszewski opposed.**

CRA Chairman Rees thanked CRA member Cappleman for his many years of service as a member of the CRA Advisory Board.

*Adjourned as the Community Redevelopment Agency and reconvened as the City Commission at 6:59 p.m.*

4. **MATTERS FROM PUBLIC** - There were no items.
5. **MATTERS FROM CITY ATTORNEY** – There were no items.

6. **MATTERS FROM CITY MANAGER**

• **Appreciation of departing Recreation Director Jay Conn**

City Manager Bollhoefer expressed his thanks to Recreation Director Conn for his 17 years of service.

A. **Request budget workshop be held on August 27, 2015**

City Manager Bollhoefer stated that he has requested a budget workshop for August 27, 2015. Mayor Rees asked the City Commission to review their calendars to see if this date will work.

There was discussion that it would be held at the same time as the regular meeting. There were no noted objections to this date.

7. **MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Makin** expressed his thanks and appreciation to Recreation Director Jay Conn for all of his service.

**Commissioner Buchanan** shared a story about a realtor pointing out to a client that Winter Garden is the place to be. He thought that was pretty neat to hear.

**Commissioner Olszewski** expressed his thanks to Recreation Director Jay Conn and wished him the best of luck.

Commissioner Olszewski presented Mayor Rees with a banner for which he explained was given to the City by the Korean National Baseball Team who was here practicing this week and touring the City of Winter Garden. He also thanked Community Development Ed Williams and the Board Chair of the Winter Garden Squeeze.

**Commissioner Sharman** thanked City Engineer Art Miller and City Manager Bollhoefer for all of the activity on Tilden. He noted that we are relocating Bright House underground utilities, which will then be followed by Duke Energy. He indicated that there is signage in the area notifying every one of the work going on.

Commissioner Sharman shared a story of meeting Jay Conn while signing his son up for summer camp. He told Recreation Director Conn that he would be missed and wished him the best of luck.

**Mayor Rees** stated that he echoes the comments by the City Commission and he too thinks that Recreation Director Jay Conn has been a huge asset to our City and has done a great job throughout the years.

Mayor Rees requested having an ordinance drafted that prohibits bars on windows in our community.

Mayor Rees expressed that he would like the rents being charged stay reasonable in the downtown so that we can keep our shops, expand, and give people a reason to come down and enjoy our community with their families.

The meeting adjourned at 7:07 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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City Clerk Kathy Golden, CMC

DRAFT

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

**From:** Steve Pash, Community Development Manager

**Via:** City Manager Mike Bollhoefer

**Date:** August 7, 2015

**Meeting Date:** August 13, 2015

**Subject:** 420 Roper Road  
**Sonata West Orange Campus**  
**ORDINANCE 15-55**  
**PARCEL ID# 35-22-27-0000-00-057**

**Issue:** The applicant is requesting rezoning the property from R-1 to PUD (Planned Unit Development).

**Discussion:**

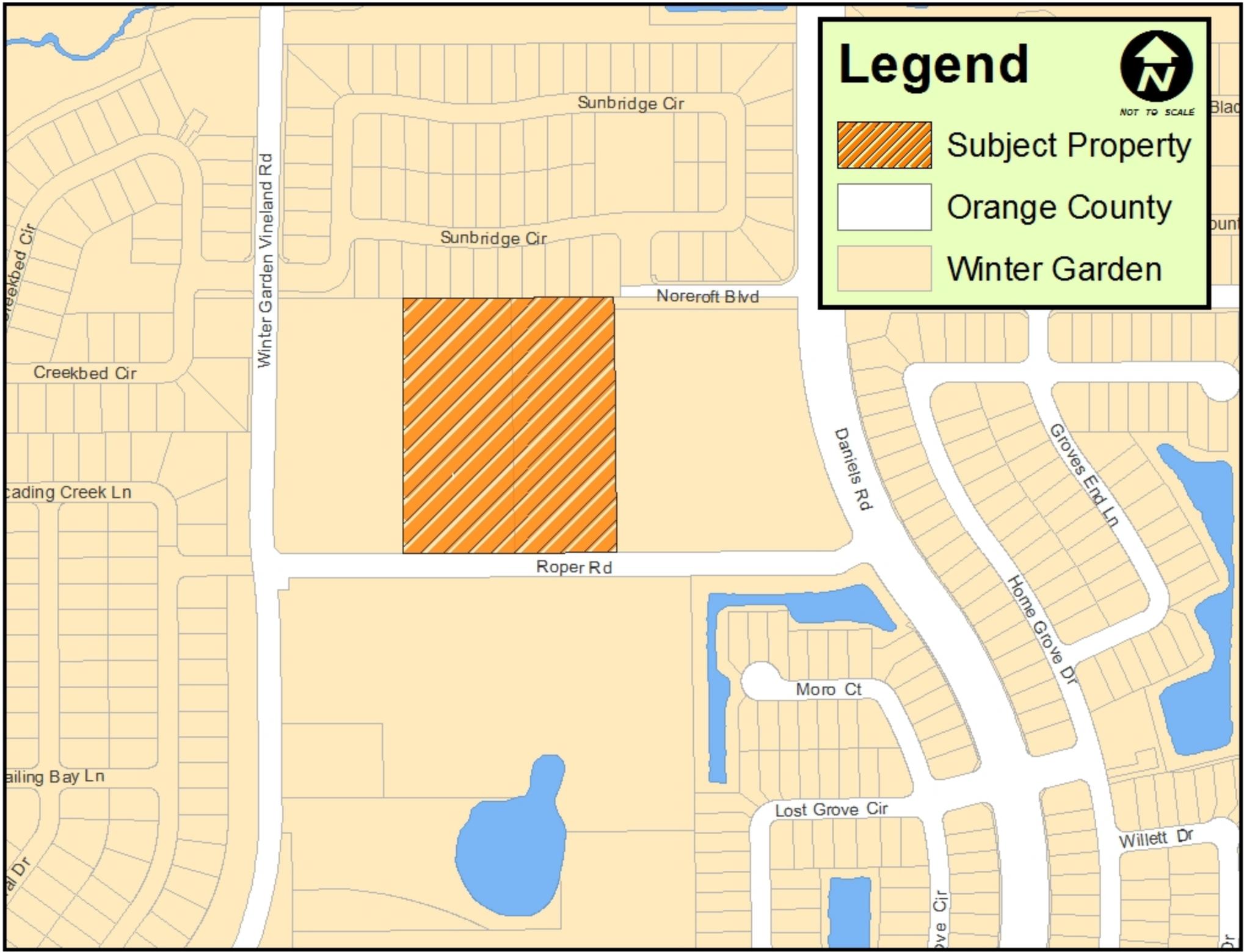
The applicant is requesting rezoning the property to PUD to develop the 7.15 ± acre site with a 140,000 square foot building containing a 115 unit Assisted/Independent Living Facility. The building will also contain a kitchen and dining area, exercise room, common areas, and a swimming pool/garden area in the courtyard areas. The pond is proposed to have an outdoor recreation area built next to it with a pavilion, bocce ball court, putting green, tables, restrooms, and a trail around the pond.

**Recommended Action:**

Staff recommends tabling this item until the August 27, 2015 City Commission meeting.

**Attachment(s)/References:**

Location Map



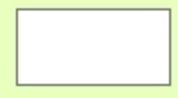
# Legend



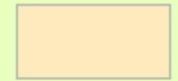
NOT TO SCALE



Subject Property



Orange County



Winter Garden



**INTERLOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES**  
**between**  
**CITY OF WINTER GARDEN, FLORIDA**  
**and**  
**TOWN OF OAKLAND, FLORIDA**

This AGREEMENT is entered into by and between the **Town of Oakland**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as "CONTRACTOR") and the **City of Winter Garden**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as "VENDOR").

WHEREAS, the VENDOR maintains an around-the-clock Communications Center which provides 911 call taking and dispatching services for the **Winter Garden Police Department**; and

WHEREAS, the police department for the **Town of Oakland** requires dispatching services; and

WHEREAS, the VENDOR is willing to provide police dispatching services to the CONTRACTOR.

NOW, THEREFORE, the parties hereby agree as follows:

**A. SERVICES TO BE PROVIDED BY THE VENDOR:**

The VENDOR agrees to:

1. Provide all police dispatching services required within the corporate limits of CONTRACTOR's jurisdiction. Calls for such services are to be directed to telephone numbers provided by the VENDOR, in addition to 911 calls, and the VENDOR will dispatch the CONTRACTOR's police units in response to such calls.
2. Provide necessary instruction and training in the proper use of radios and other communications equipment utilized by the parties.
3. Maintain an appropriate means of identifying Calls for Service generated within the CONTRACTOR's jurisdiction.
4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the CONTRACTOR.

5. Agree to provide to CONTRACTOR with access 24 hours a day, 7 days a week, in accordance with state and federal laws and regulations and with various contractual agreement, to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions.
6. Provide programming changes to the CONTRACTOR's equipment to the extent such is available through the VENDOR to ensure it remains functional and can interface with the VENDOR's Communications Center.

**B. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:**

The CONTRACTOR agrees to:

1. Comply with the procedures and policies implemented by the VENDOR for the use of radios and for coordination of dispatching efforts under this Agreement.
2. Provide adequate radio equipment compatible with radio equipment utilized by the VENDOR for use by CONTRACTOR's police units.
3. Supply the VENDOR's Communications Section with a list of persons who are authorized to direct the dispatching of police units for CONTRACTOR's agency.
4. Supply and maintain all hardware/equipment and software required to provide or maintain connectivity to the VENDOR's Communications Center and Records Management System.
5. That the 911 surcharge monies collected by Orange County on behalf of the CONTRACTOR shall be directed to and made payable to the VENDOR since the VENDOR shall be the answering point for all 911 calls originating out of the

CONTRACTOR's jurisdiction. These monies are independent of, and shall not be applied towards, the compensation for services as outlined in Section H.

**C. MUTUAL COOPERATION:**

1. The VENDOR agrees, based upon the availability of resources, to dispatch the VENDOR's units into CONTRACTOR's jurisdiction when:
  - a. A felony-in-progress or life-threatening situation is reported, or
  - b. A police unit from CONTRACTOR's agency is unable to respond. VENDOR's police units that have been so dispatched will do what is necessary upon arrival on the scene to assume control of the situation until the CONTRACTOR's agents arrive and are able to assume control unless it is more expedient for the VENDOR's agents to just handle the call for service.
2. Any response by VENDOR's units per the terms of "C. 1." of this agreement will be deemed to be a formal request for assistance by the CONTRACTOR in accordance with the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement.

**D. MUTUAL AID:**

This agreement does not provide CONTRACTOR's sworn law enforcement officers with any authority to take law enforcement action within the City of Winter Garden other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

**F. INDEMNIFICATION:**

The VENDOR and CONTRACTOR do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this agreement.

**G. TERM OF AGREEMENT:**

1. This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect until September 30, 2018, unless terminated prior thereto by any and all parties herein.
2. Either party may terminate this Agreement for convenience by providing advance written notification to the other party, at least sixty (60) days prior to any termination. In the event of such termination, payment will be made on a pro rata basis to the date of termination.

**H. COMPENSATION:**

During the term of this Agreement, the cost to the CONTRACTOR will be calculated as follows:

1. The cost will be \$38,192 for the fiscal year beginning October 1, 2015 and ending September 30, 2016. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
2. The cost for the fiscal year beginning October 1, 2016 and ending September 30, 2017, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
3. The cost for the fiscal year beginning October 1, 2017 and ending September 30, 2018, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.

**I. MISCELLANEOUS PROVISIONS:**

1. It is understood that the services called for in the Agreement do not include telephone complaint report writing or walk-in complaint handling by the VENDOR.

- The following individuals are hereby appointed by the respective parties to address and resolve any questions or complaints regarding matters covered under this Agreement.

VENDOR – Chief of Police

CONTRACTOR – Chief of Police

- All amendments to the Agreement shall be in writing and signed by all parties.
- The written Agreement supersedes all previous agreements between the parties and is the total and complete agreement between the parties.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

TOWN OF OAKLAND

CITY OF WINTER GARDEN

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

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

**From:** Steve Pash, Community Development Manager

**Via:** City Manager Mike Bollhoefer

**Date:** August 7, 2015                      **Meeting Date:** August 13, 2015

**Subject:** 360 W Plant Street  
**360 Plant Street Project**  
**SITE PLAN REVIEW**  
**PARCEL ID# 23-22-27-2888-05-011**

**Issue:** The applicant is requesting Site Plan approval to construct a three-story +/-18,000 sq. ft. office and retail building with associated site improvements on a parcel located at 360 W Plant Street.

**Discussion:**  
The 0.5 acre +/- subject property, which is a parcel located directly west of City Hall, is currently vacant. The property was formerly used as a residential property with a single-family home. The property has since been re-zoned to C-1 Central Commercial District.

The applicant is proposing to construct an approximately 18,000 sq. ft. three-story office and retail building, as well as associated landscaping and other site improvements. The proposed development is required to adhere to the site design and architectural standards of the City's Historic Downtown District Overlay. The project received approval from the Architectural Review and Historic Preservation Board in April of 2015.

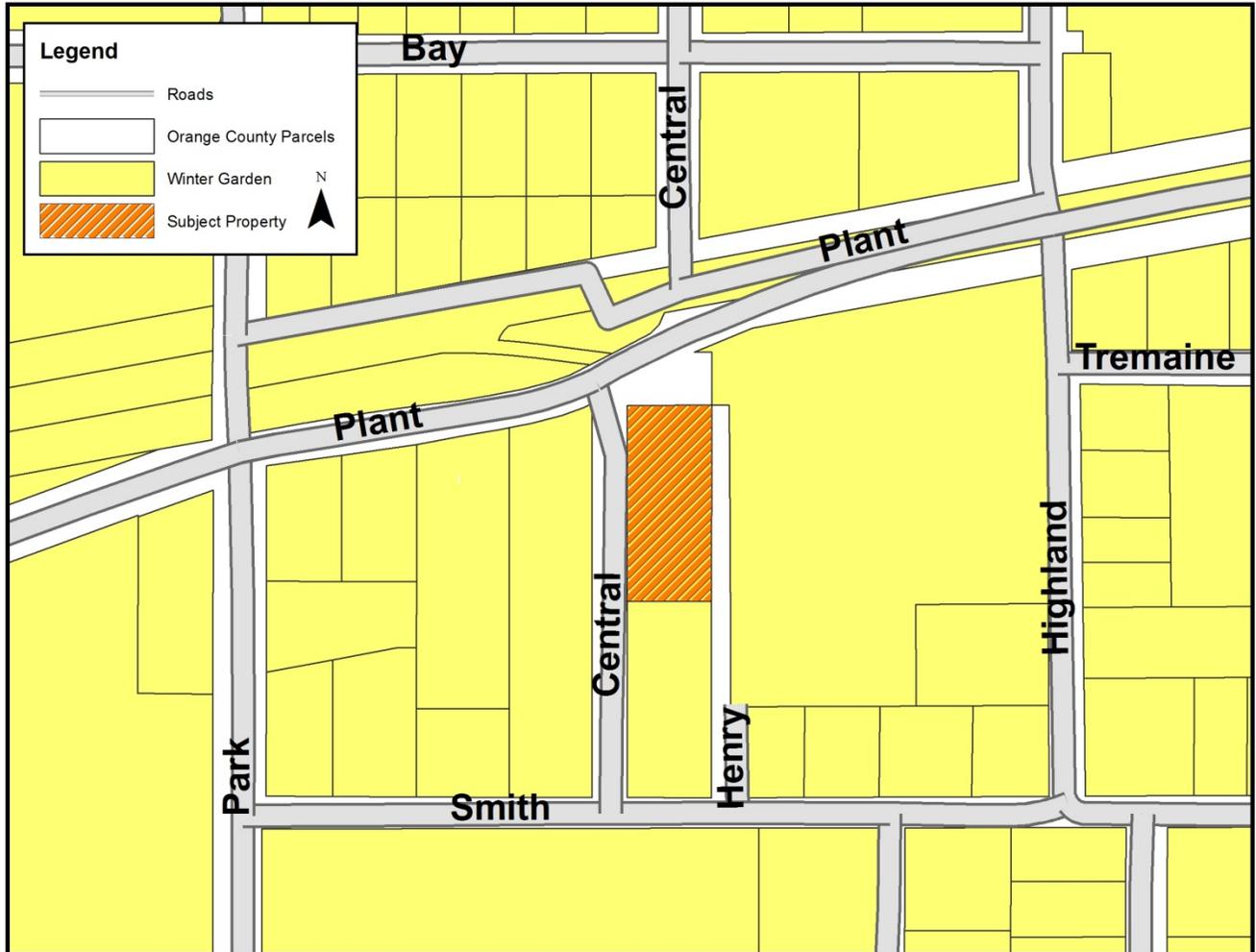
**Recommended Action:**  
Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated August 5, 2015.

**Attachment(s)/References:**  
Location Map  
DRC Memorandum  
Construction Plans & Elevations

# LOCATION MAP

360 W Plant St

SITE PLAN APPROVAL



# CITY OF WINTER GARDEN

## DEVELOPMENT REVIEW COMMITTEE

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

### MEMORANDUM

**TO:** MIKE BOLLHOEFER, COMMUNITY DEVELOPMENT DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** AUGUST 5, 2015  
**SUBJECT:** SITE PLAN APPROVAL  
360 W PLANT STREET – “THE BLUE HOUSE”

### ENGINEERING

We recommend approval subject to all other departments’ approval, and the following conditions and comments:

1. Based on the square footage of the building, the site is under-parked and will require payment into the City’s downtown parking fund, as determined by the Planning Department.
2. All public improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the contractor prior to issuance of certificate of occupancy.
3. Sheet 3 – Demo & Site Plan:
  - Cross access and parking easements shall be required to connect to the City parking lot to the south. Easements shall be approved and recorded prior to issuance of the C of O.
  - A Tree Removal Permit issued by the City of Winter Garden Building Department will be required prior to final plan approval. Coordinate with Building Department (Steve Pash).
  - The existing street light pole shall be relocated by the Developer/Contractor at their expense; coordinate with James Dillon, Facilities Manager.
  - Per the response, the angle parking on Central shall have a useable depth of 17.67 feet.
4. Sheet 4 - Utility & Drainage Plans:
  - Utilities
    - All gravity sanitary pipes and fittings shall be SDR 26 per City spec.
    - The fire main shall be metered with backflow preventors – coordinate with Public Services Utilities.
    - The Point of Service (POS) for the fire protection system shall be noted. All work downstream from the POS shall be performed by a licensed fire sprinkler contractor (as noted).
    - Fire Department approval required for fire protection system.
    - All irrigation shall be designed to be connected to reclaimed water mains. Any

irrigation lines within City R/W shall be purple in color. All points of connection to reclaimed or potable water mains shall have appropriate meters, backflow preventors, etc. All irrigation mains within the City's R/W under the pavement shall be encased within a sleeve.

- All on-site utilities shall be privately owned and maintained (note on plans). 100% of all required water, reuse, 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.

#### Drainage

- Drainage design shall meet the requirements of Chapter 106 of the City Code (pre/post, etc.) and the St. Johns River Water Management District (SJRWMD).
  - Historical drainage patterns shall be maintained.
5. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met.
  6. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
  7. Permit or evidence of self-certification from SJRWMD is required prior to issuance of site or building permit. FDEP permits or exemptions are required prior to issuance of site or building permits.

#### **PLANNING**

8. There is not enough regular and handicap parking provided for the proposed use. Per code section 118-1386, you need 3 parking spaces for every 1,000 square feet of building square footage for office and retail uses. Downtown parking impact fees are required for the deficit at \$5,000 per space. For your proposed 17,937 square feet of retail & office space, you need 54 spaces. Based on what we could gather from the submitted plans, it appears that you have provided 31 new spaces, which doesn't include those already constructed on the parcel to the south. This leaves a deficit of 23 spaces, which amounts to \$115,000 in parking impact fees.
9. Based on the proposed square footage of the building, the road impact fees will be approximately \$228,100 based on retail rates. This amount may be reduced if the square footage is further broken down by use (office, storage, etc.).
10. Applicant must apply for a sidewalk café permit and a dog friendly dining permit before utilizing outdoor seating areas for food & drink service.
11. Landscape Plan (Sheet 5)
  - On the east side of the building (facing City Hall):
    - i. Please provide additional street trees to soften the façade along this elevation. It is recommended these be set into grates or be given adequately sized landscape bed.
    - ii. The existing oaks' close proximity to the proposed building may become a maintenance issue in the future- it is advised that a different tree species be used. Please verify with Laura Coar and provide a response.

- iii. Information Item: The irrigation system shall include a rain sensor.
- 12. Please provide a site lighting plan with proposed fixtures and photometrics. All lighting shall be dark skies compliant.

### **PUBLIC SERVICES**

Please have the applicant address the following comments on their next submittal.

- 13. Please see Section 20 of the City's Utility Specifications for grease trap design standards. Please note how many seats are being provided for the restaurant.
- 14. How are you going to address the solid waste needs of the building? A dumpster enclosure is not shown on the plans. The City requires a minimum ten foot clear opening at the gate and a minimum ten foot depth for all dumpster enclosures. Please provide bollards at the rear of the enclosure. Solid Waste service for the building will need to be discussed at the DRC meeting. Please show an on-site dumpster enclosure for discussion purposes. Discussion needs to occur regarding the use of the City Hall dumpster or an alternate solution.

### **FIRE**

- 15. Fire Line not shown.
- 16. 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.

### **STANDARD GENERAL CONDITIONS**

- 17. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
- 18. All work shall conform to City of Winter Garden standards and specifications.
- 19. Fencing shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
- 20. 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.
- 21. 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.
- 22. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

23. Approval by the Planning & Zoning Board (Special Exception) and City Commission (site plan) will be required prior to issuance of site or building permit(s).
24. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

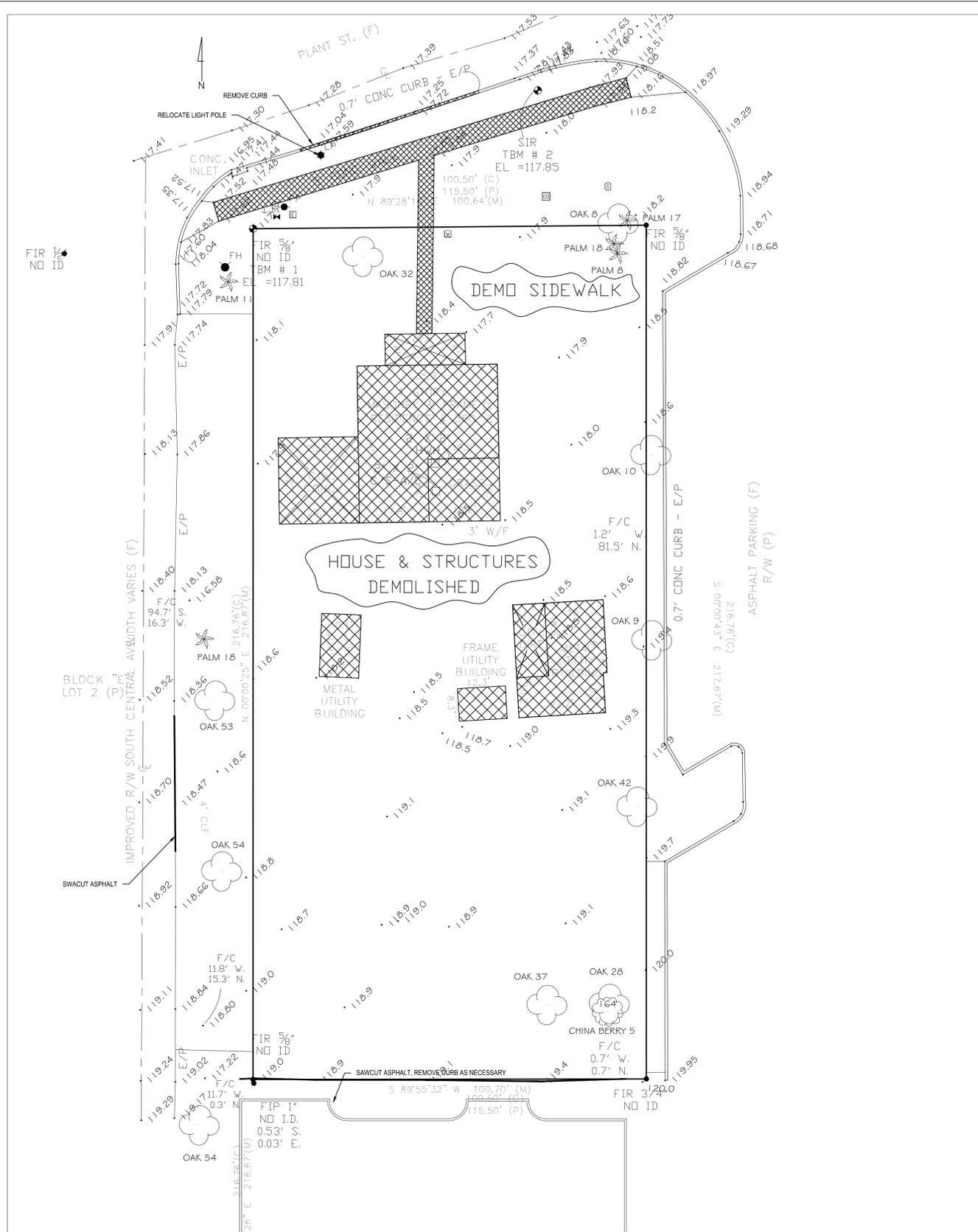
Additional Comments will be generated at subsequent reviews.

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

**END OF MEMORANDUM**

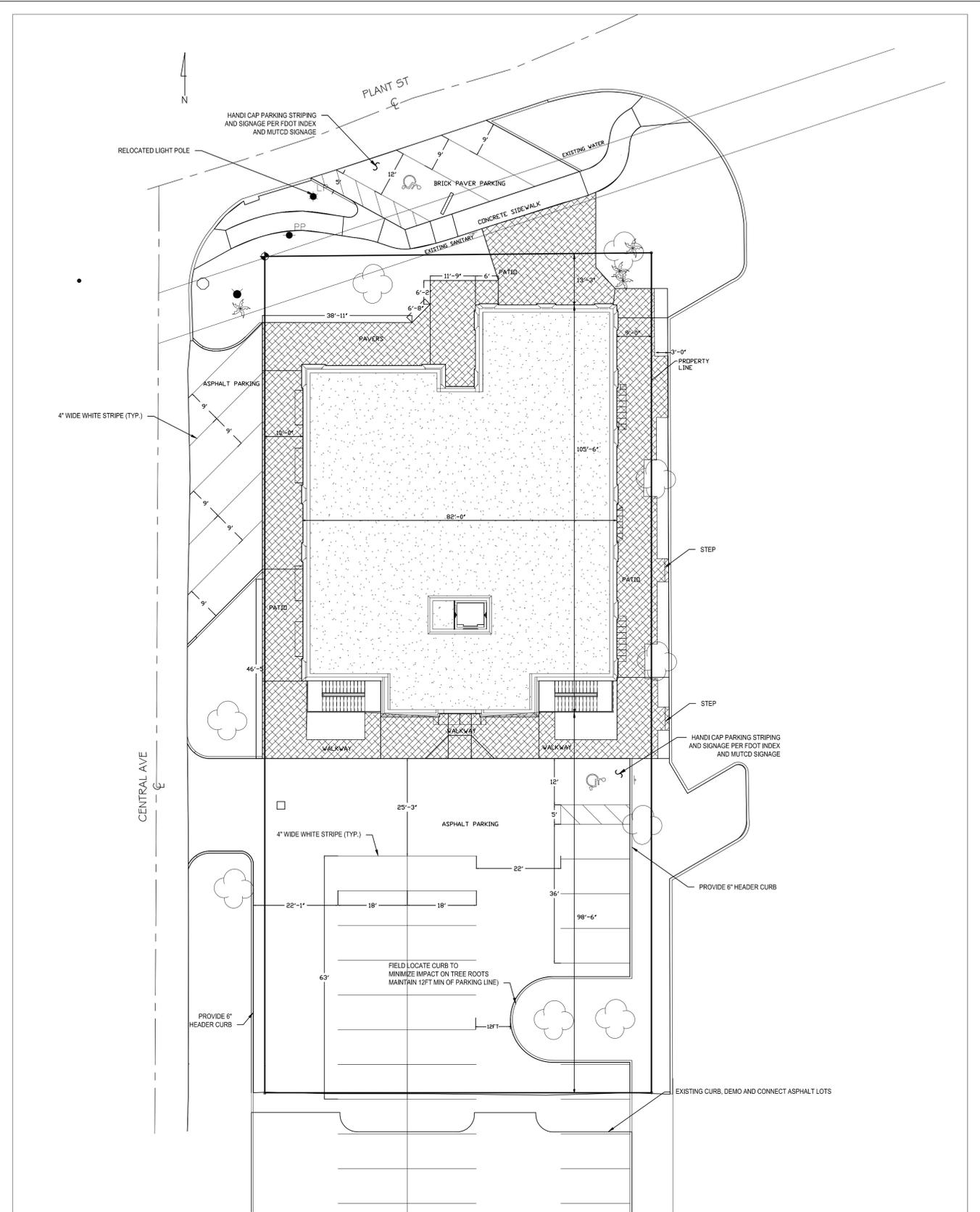






DEMOLITION PLAN

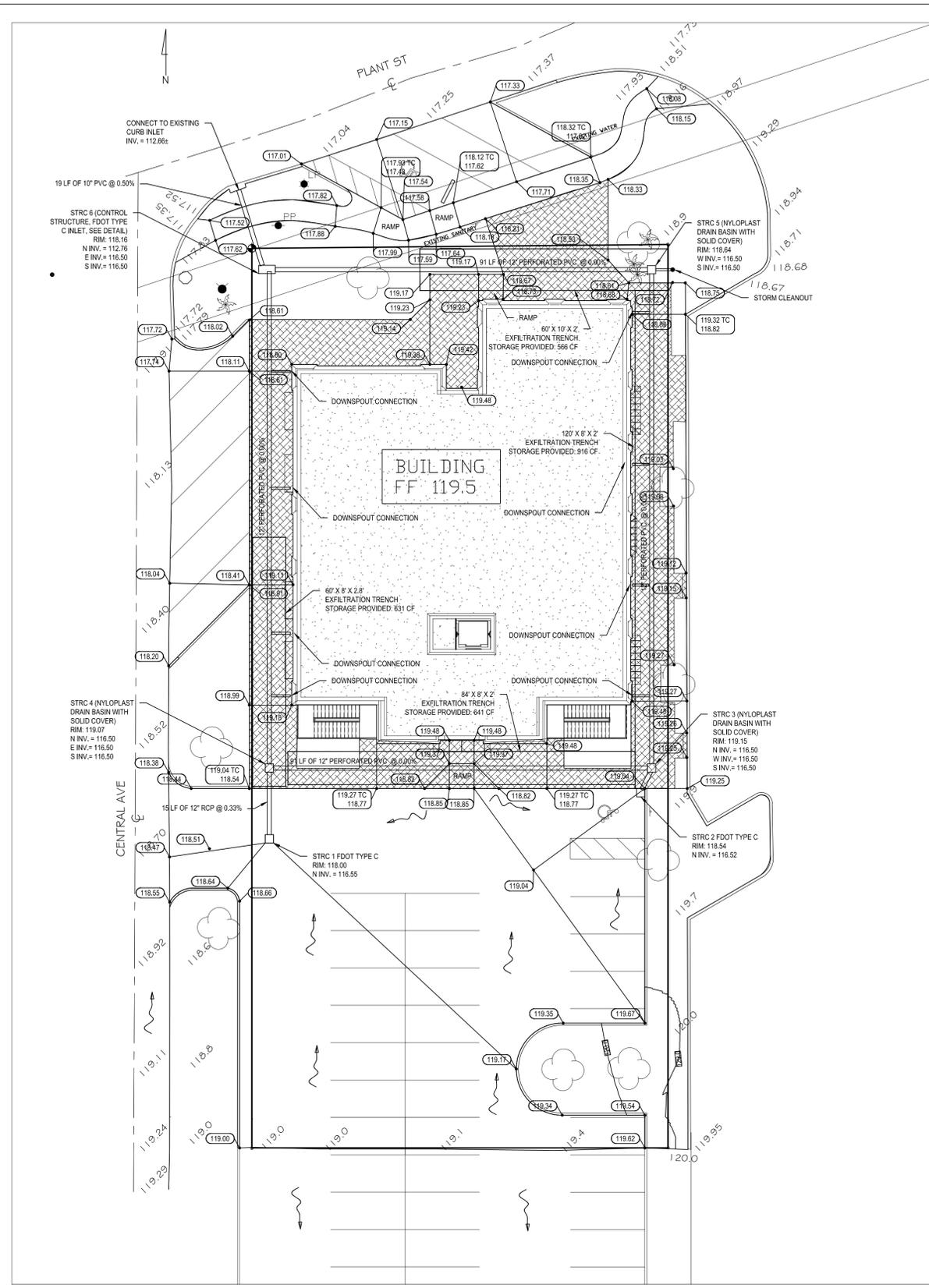
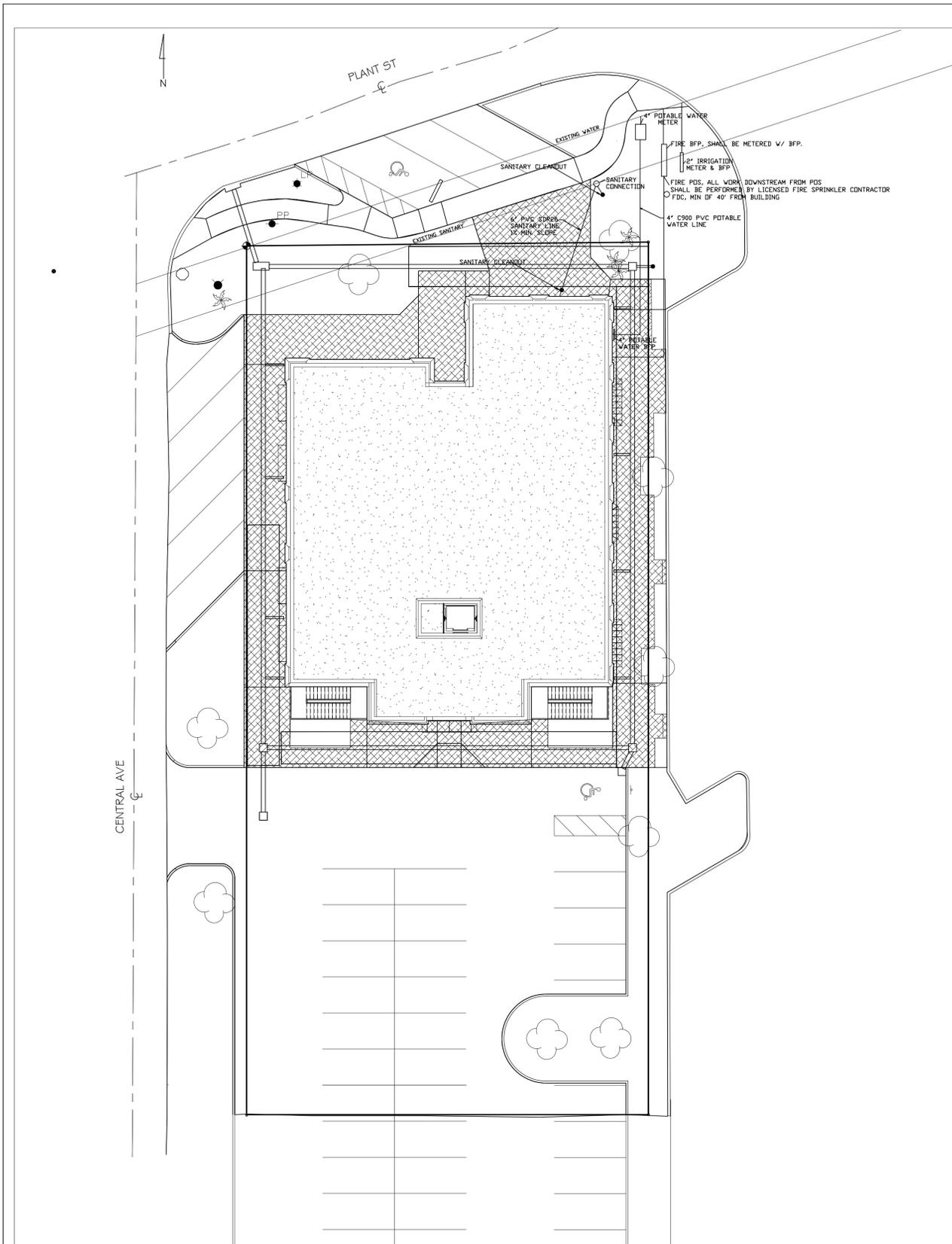
SCALE: 1/16" = 1'-0"



SITE PLAN

SCALE: 1/16" = 1'-0"

DATE	REVISION	PROJECT: <b>360 PLANT ST PROJECT</b>	ADDRESS: 360 W. PLANT ST WINTER GARDEN, FL 34787	OWNER: BLUE HOUSE DEVELOPMENT, LLC	ENGINEER: JARED CZACHOROWSKI FLORIDA PE # 61648 2218 RIDGEWIND WAY WINDERMERE, FL 34786 (407) 467-0585	DESCRIPTION: <b>DEMO &amp; SITE PLAN</b>	SHEET: <b>3</b>
2/26/2015	SITE PLAN SUBMITTAL						
6/12/2015	ADDENDUM #1						
7/10/2015	ADDENDUM #2						



IMPERVIOUS AREA

EXISTING:

3,685 SF	HOUSE & STRUCTURES
987 SF	SIDEWALK & DRIVE
4,672 SF	TOTAL EXIST IMPERVIOUS

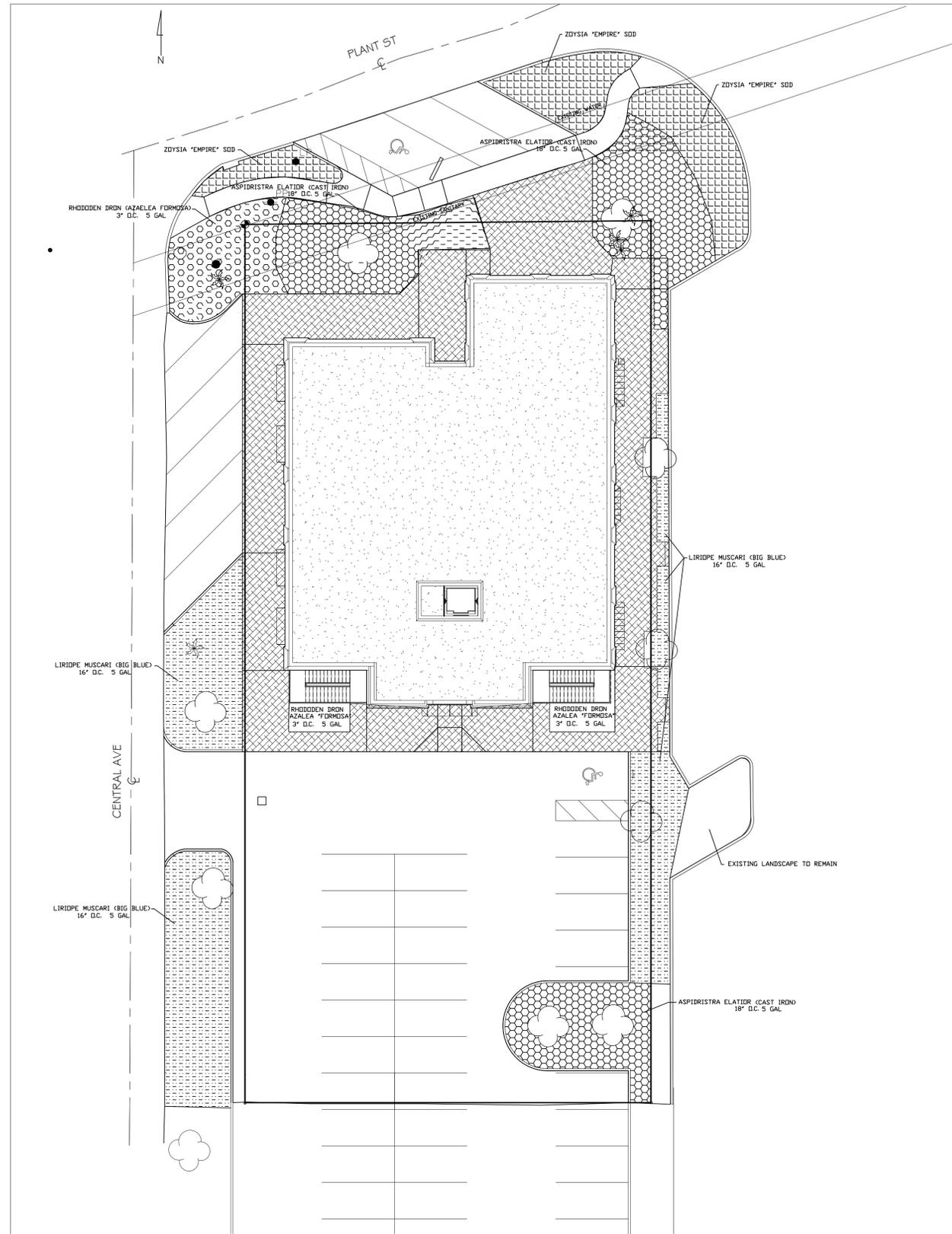
PROPOSED NEW:

6,840 SF	BUILDING FOOTPRINT
7,811 SF	PARKING LOT
2,500 SF	PATIO PAVER
17,151 SF	TOTAL NEW IMPERVIOUS

NOTE:  
ALL 12" PERFORATED PVC PIPE SHALL BE WRAPPED IN AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE OR EQUAL.

- GENERAL NOTES:
1. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY.
  2. ALL GRAVITY SANITARY PIPES AND FITTINGS SHALL BE SDR 26.
  3. AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS.
  4. ALL CONSTRUCTION SHALL CONFORM TO CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.
  5. ALL TREE ROOTS SHALL BE HAND CUT.
  6. TREE PROTECTION REQUIRED AT ALL TREES.
  7. FDC TO BE MINIMUM OF 40' FROM THE BUILDING
  8. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.

DATE	REVISION	PROJECT: 360 PLANT ST PROJECT	ADDRESS: 360 W. PLANT ST WINTER GARDEN, FL 34787	OWNER: BLUE HOUSE DEVELOPMENT, LLC	ENGINEER: JARED CZACHOROWSKI FLORIDA PE # 61648 2218 RIDGEWIND WAY WINDERMERE, FL 34786 (407) 467-0585	DESCRIPTION: UTILITY & DRAINAGE PLANS	SHEET: 4
2/26/2015	SITE PLAN SUBMITTAL						
6/12/2015	ADDENDUM #1						
7/10/2015	ADDENDUM #2						



NOTES:

1. ALL PLANTING AREAS WILL HAVE 100% IRRIGATION COVERAGE WITH CITY RECLAIMED WATER.
2. ALL TREES ARE EXISTING & SHALL REMAIN REFER TO SURVEY FOR SIZE.
3. CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR ALL EXISTING TREES

LANDSCAPE PLAN

SCALE: 1/16" = 1'-0"

DATE	REVISION	PROJECT: 360 PLANT ST PROJECT	ADDRESS: 360 W. PLANT ST WINTER GARDEN, FL 34787	OWNER: BLUE HOUSE DEVELOPMENT, LLC	ENGINEER: JARED CZACHOROWSKI FLORIDA PE # 61648 2218 RIDGEWIND WAY WINDERMERE, FL 34786 (407) 467-0585	DESCRIPTION: LANDSCAPE PLAN	SHEET: 5
2/26/2015	SITE PLAN SUBMITTAL						
6/12/2015	ADDENDUM #1						
7/10/2015	ADDENDUM #2						

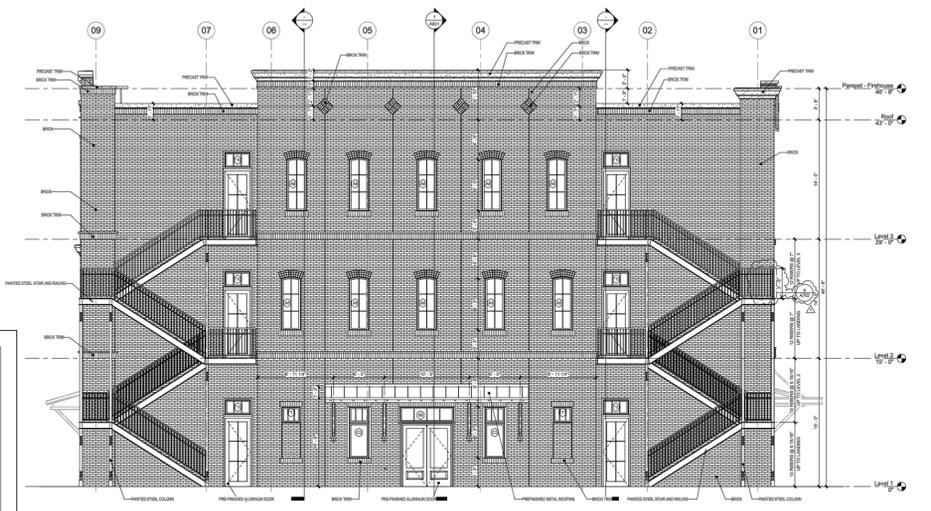


REVISIONS:

No.	Description	Date

PROJECT NO. 18082 FOR PERMIT - 13 May 2015  
 DESIGN MANAGER: Dan Trimmer  
 DESIGN LEAD: Tom Adams  
 ARCHITECT: Robin Broemer Studios, LLC  
 360 PLANT STREET  
 BLUE HOUSE DEVELOPMENT, LLC  
 WINTER GARDEN, FL 34787  
 HARTER - ADAMS P.A.  
 1000 W. WINDY HILL ROAD, SUITE 200  
 WINTER GARDEN, FL 34787

360 Plant Street  
 Enter address here  
 EXTERIOR ELEVATIONS  
 SCALE: 1/4" = 1'-0"  
 SHEET  
 A502



TO THE BEST OF MY KNOWLEDGE  
 THESE DRAWINGS AND  
 SPECIFICATIONS COMPLY WITH THE  
 APPLICABLE BUILDING CODES.  
 SEAL

REVISIONS:

No.	Description	Date

PROJECT NO. 18082 FOR PERMIT - 13 May 2015  
 DESIGN MANAGER: Dan Trimmer  
 DESIGN LEAD: Tom Adams  
 ARCHITECT: Robin Broemer Studios, LLC  
 360 PLANT STREET  
 BLUE HOUSE DEVELOPMENT, LLC  
 WINTER GARDEN, FL 34787  
 HARTER - ADAMS P.A.  
 1000 W. WINDY HILL ROAD, SUITE 200  
 WINTER GARDEN, FL 34787

360 Plant Street  
 Enter address here  
 EXTERIOR ELEVATIONS  
 SCALE: 1/4" = 1'-0"  
 SHEET  
 A501

DATE	REVISION
2/26/2015	SITE PLAN SUBMITTAL
6/12/2015	ADDENDUM #1
7/10/2015	ADDENDUM #2

PROJECT:  
 360 PLANT ST PROJECT

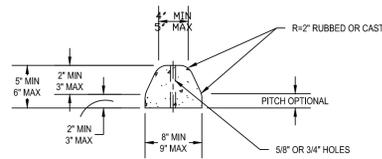
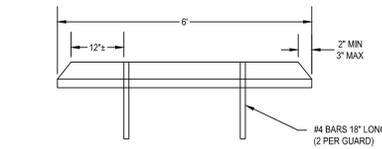
ADDRESS:  
 360 W. PLANT ST  
 WINTER GARDEN, FL 34787

OWNER:  
 BLUE HOUSE DEVELOPMENT, LLC

ENGINEER:  
 JARED CZACHOROWSKI  
 FLORIDA PE # 61648  
 2218 RIDGEWIND WAY  
 WINDERMERE, FL 34786  
 (407) 467-0585

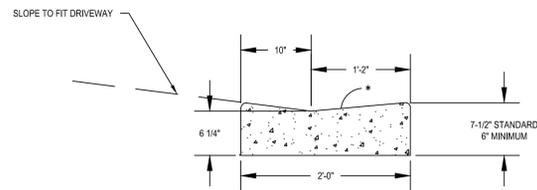
DESCRIPTION:  
 ELEVATIONS

SHEET:  
 6



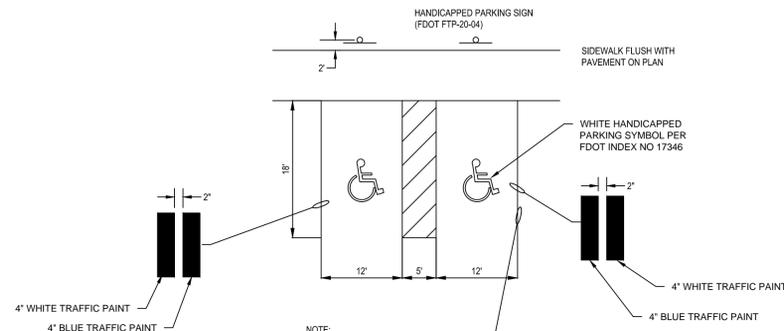
NOTE:  
PLACE CENTER OF WHEEL STOP  
3' FROM EDGE OF PAVEMENT

**WHEEL STOP  
DETAIL**  
NTS



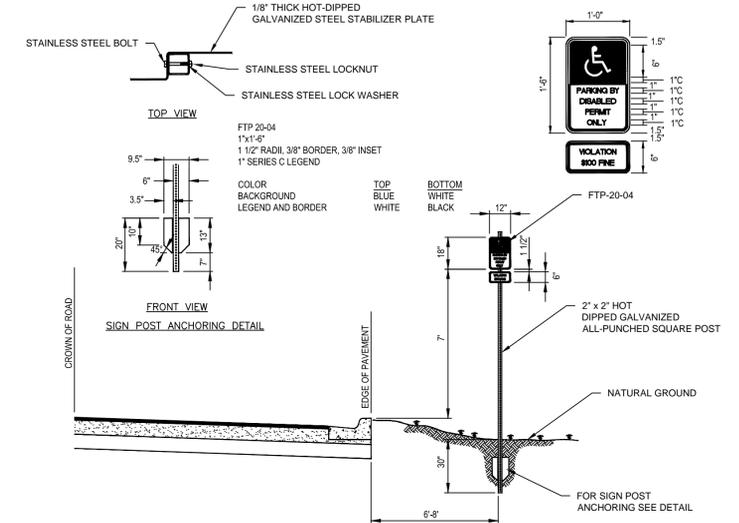
\*NOTE:  
WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE  
CROSS SLOPE OF THE GUTTER SHALL MATCH THE  
CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE  
THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE  
SHOWN ON PLANS.

**F.D.O.T. DROP CURB  
DETAIL**  
NTS



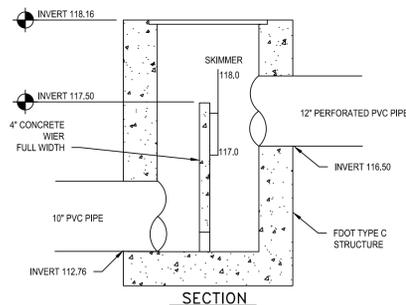
NOTE:  
BLUE PAVEMENT MARKINGS SHALL  
BE TINTED TO MATCH SHADE 15180  
OF FEDERAL STANDARDS 595A.

**ADA PARKING SPACE  
DETAIL**  
NTS

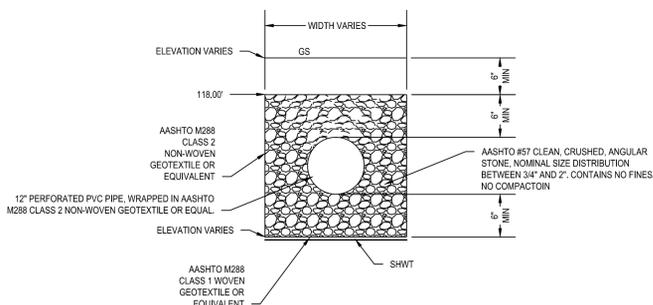


- TRAFFIC SIGN SPECIFICATION SHEET
- SIGN REFLECTIVE SPECIFICATION: 3M HIGH INTENSITY OR EQUAL.
  - MOUNTING SPECIFICATIONS: SHALL BE MOUNTED ON 2 INCH SQUARE ALL-PUNCHED GALVANIZED POST OF THE APPROPRIATE LENGTH (MINIMUM 12')
  - MOUNTING HARDWARE: SHALL BE ATTACHED TO POST USING 5/16" x 2 1/2" STAINLESS STEEL BOLTS WITH 5/16" STAINLESS STEEL LOCK NUTS.
  - GALVANIZED ANCHOR PLATE: A FORMED ANCHOR PLATE (SEE DETAIL) SHALL BE MOUNTED ON POST BY USING 5/16" x 2 1/2" STAINLESS STEEL BOLT, WASHER AND 5/16" LOCK NUT. TOP OF PLATE SHALL BE MOUNTED APPROXIMATELY 20" FROM THE BOTTOM ON POST.
  - MAXIMUM LATERAL DISTANCE MEASURED FROM THE NEAR EDGE OF THE ROAD PAVEMENT TO SIGN POST SHALL BE 8 FT., AND THE MINIMUM LATERAL DISTANCE SHALL BE 0 FT.
  - HEIGHT REQUIREMENTS: SIGN ERECTIONS SHALL BE SUCH THAT THE BOTTOM OF THE SIGN IS 7 FT. ABOVE ROAD SURFACE.

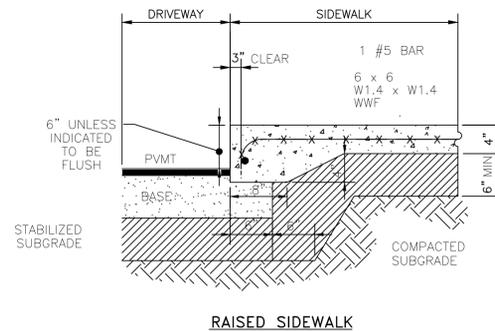
**FDOT FTP-20-04 SIGN  
DETAIL**  
NTS



**CONTROL STRUCTURE  
DETAIL**  
NTS



**EXFILTRATION TRENCH  
DETAIL**  
NTS



**RAISED SIDEWALK**

WALL DEPTH	SCHEDULE	AREA (in <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-15"	A12	0.20	12"	6"

**TYPE C**  
Recommended Maximum Pipe Size:  
2'-0" Wall - 18" Pipe  
2'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

WALL DEPTH	SCHEDULE	AREA (in <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-6"	A12	0.20	12"	6"
0'-12"	A6	0.20	6"	5"
10'-12"	A4	0.20	4"	3"
10'-15"	B5.5	0.24	50"	5"

**TYPE D**  
Recommended Maximum Pipe Size:  
5'-1" Wall - 24" Pipe  
4'-1" Wall - 36" Pipe

WALL DEPTH	SCHEDULE	AREA (in <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-5"	A12	0.20	12"	6"
0'-7.5"	A6	0.20	6"	5"
7.5'-10"	B5.5	0.24	50"	5"
10'-15"	C6.5	0.37	60"	6"

**TYPE E**  
Recommended Maximum Pipe Size:  
3'-0" Wall - 24" Pipe  
4'-0" Wall - 36" Pipe

LAST REVISION: 07/01/05  
DESCRIPTION: DITCH BOTTOM INLET TYPES C, D, E AND H  
INDEX NO: 232  
SHEET NO: 1 of 7

**FDOT TYPE C STRUCTURE  
DETAIL**  
NTS

DATE	REVISION	PROJECT: <b>360 PLANT ST PROJECT</b>	ADDRESS: 360 W. PLANT ST WINTER GARDEN, FL 34787	OWNER: BLUE HOUSE DEVELOPMENT, LLC	ENGINEER: JARED CZACHOROWSKI FLORIDA PE # 61648 2218 RIDGEWIND WAY WINDERMERE, FL 34786 (407) 467-0585	DESCRIPTION: <b>DETAILS</b>	SHEET: <b>7</b>
2/26/2015	SITE PLAN SUBMITTAL						
6/12/2015	ADDENDUM #1						
7/10/2015	ADDENDUM #2						

CITY OF WINTER GARDEN - GENERAL NOTES:

- 1. ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION FOR THE CITY OF WINTER GARDEN, TO BE REFERRED TO AS MSS/CWG, THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.

COWG - WASTEWATER SYSTEM NOTES:

- 1. SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM) FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.

COWG RECLAIMED WATER SYSTEM GENERAL NOTES:

- 1. ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.

Table with columns: PROPOSED UTILITY, POTABLE WATER, RECLAIMED WATER, SANITARY SEWER (GRAVITY), SANITARY SEWER (FORCEMAIN), STORM WATER, ACCEPTABLE VARIANCES. Rows include POTABLE WATER, RECLAIMED WATER, SANITARY SEWER (GRAVITY), SANITARY SEWER (FORCEMAIN).

- GENERAL NOTES:
1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.) THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.

COWG WATER SYSTEM NOTES:

- 1. THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES

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

REQUIREMENTS PRIOR TO INSPECTION RELEASE:

- 1. ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED, INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.

TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:

- 1. THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READILY SEEN AT THE TIME OF THE INSPECTION.

PROCEDURE FOR TELEVISION

- 1. THE CITY'S ENGINEERING INSPECTION DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE. A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.

COWG - THRUST RESTRAINT TABLE

Table: RESTRAINED FORCE MAIN PIPE TABLE. Columns: MINIMUM LENGTH(FIT) TO BE RESTRAINED ON EACH SIDE OF FITTINGS, PIPE SIZE (6", 8", 10", 12", 16", 20", 24", 30", 36"). Rows: 90° BEND, 45° BEND, 22-1/2° BEND, 11-1/4° BEND, PLUG, DEAD END OR BRANCH OF TEE, VALVE.

Table: RESTRAINED WATER AND RECLAIMED PIPE TABLE. Columns: MINIMUM LENGTH(FIT) TO BE RESTRAINED ON EACH SIDE OF FITTINGS, PIPE SIZE (6", 8", 10", 12", 16", 20", 24", 30", 36"). Rows: 90° BEND, 45° BEND, 22-1/2° BEND, 11-1/4° BEND, PLUG, DEAD END OR BRANCH OF TEE, VALVE.

COWG THRUST RESTRAINT NOTES:

- 1. THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION, WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAD TO ACHIEVE THE REQUIRED MINIMUM RESTRAINT.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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

Table with columns: DATE, ITEM, No. Rows: 1. Revised General Notes, 2. Revised Water & Sewer Notes.

DATE: 4/9/14

City of Winter Garden, Florida
STANDARDS AND SPECIFICATIONS
For Utilities Construction

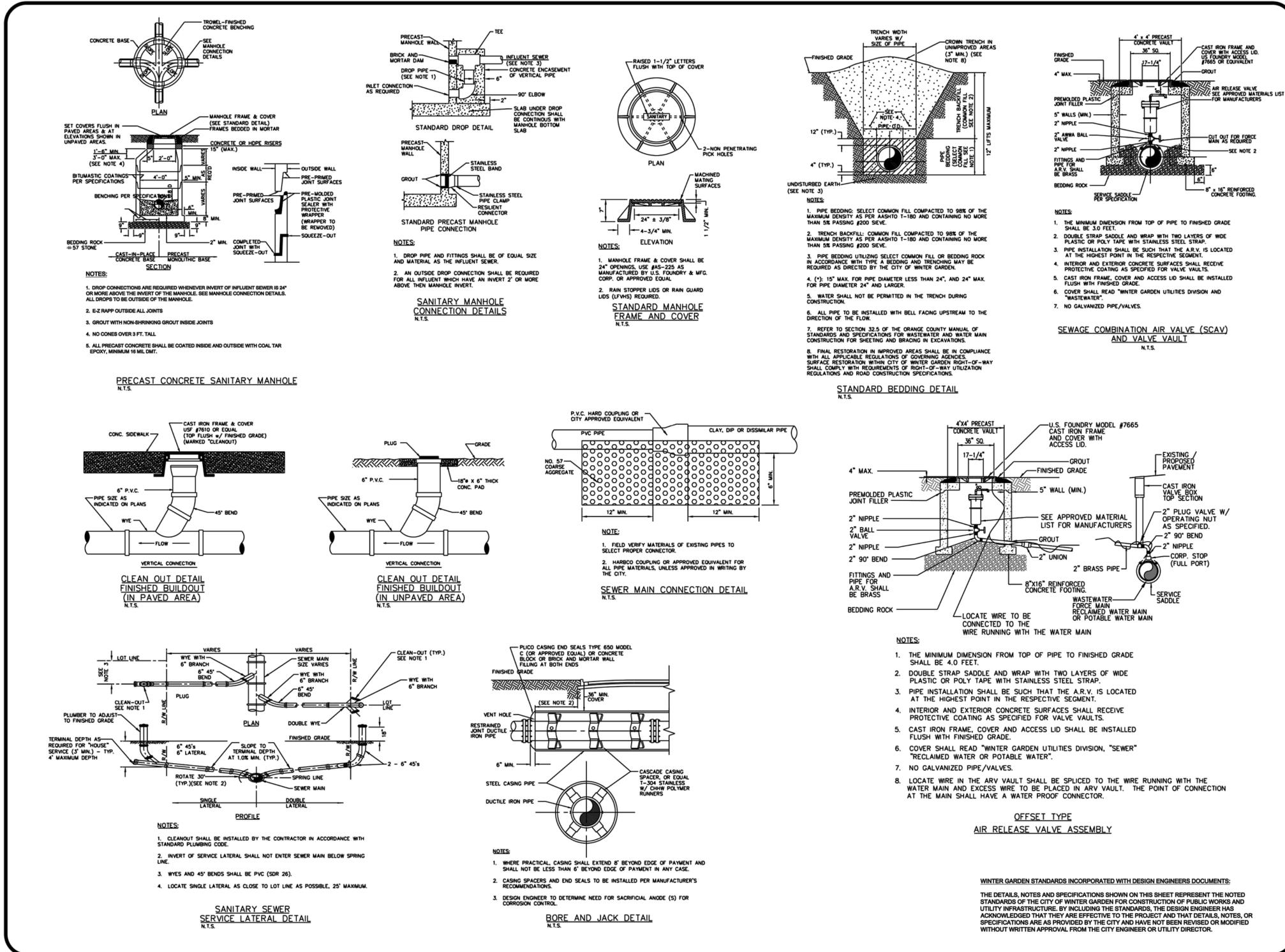


STANDARD DETAILS
FOR
UTILITIES SYSTEMS

DATE: JANUARY 2008
SHEET: 1
1 OF 10

Table with columns: DATE, REVISION, PROJECT, ADDRESS, OWNER, ENGINEER, DESCRIPTION, SHEET. Includes project details for 360 PLANT ST PROJECT, BLUE HOUSE DEVELOPMENT, LLC, JARED CZACHOROWSKI, 2218 RIDGEWIND WAY, WINDERMERE, FL 34786.





DATE	REVISION
4/7/14	
4/7/14	

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



STANDARD DETAILS  
FOR  
WASTEWATER SYSTEMS

DATE	REVISION
JANUARY 2008	
SHEET	3
	3 OF 10

DATE	REVISION
2/26/2015	SITE PLAN SUBMITTAL
6/12/2015	ADDENDUM #1
7/10/2015	ADDENDUM #2

PROJECT:  
360 PLANT ST PROJECT

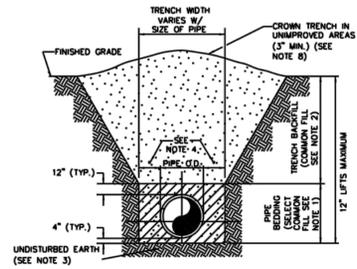
ADDRESS:  
360 W. PLANT ST  
WINTER GARDEN, FL 34787

OWNER:  
BLUE HOUSE DEVELOPMENT, LLC

ENGINEER:  
JARED CZACHOROWSKI  
FLORIDA PE # 61648  
2218 RIDGEWIND WAY  
WINDERMERE, FL 34786  
(407) 467-0585

DESCRIPTION:  
DETAILS

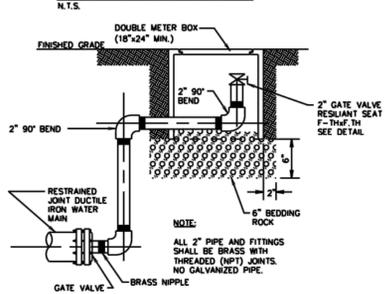
SHEET:  
10



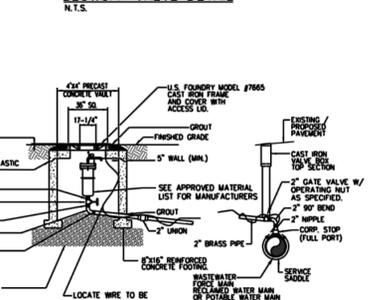
**NOTES**

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-100 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-100 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
4. (\*) 1 1/2" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 2" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. REFER TO SECTION 32.5 OF THE WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

**STANDARD BEDDING DETAIL**



**BLOWOFF VALVE DETAIL**

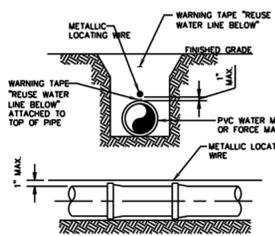


- NOTES**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

**OFFSET TYPE**

**AIR RELEASE VALVE ASSEMBLY**

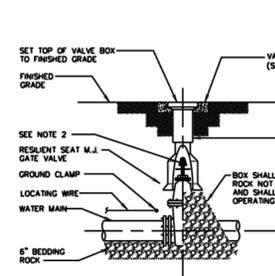
N.T.S.



- NOTES**
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE AT LEAST 5 TIMES PER JOINT.
  2. LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP BOX 1\"/>

**PVC PIPE LOCATING WIRE DETAIL**

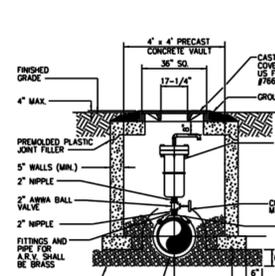
N.T.S.



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

**GATE VALVE AND VALVE BOX DETAIL**

N.T.S.

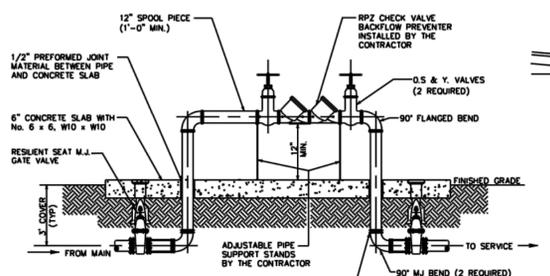


- NOTES**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

**RECLAIMED WATER**

**AIR RELEASE VALVE AND VAULT**

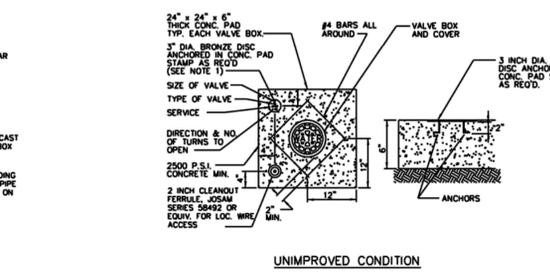
N.T.S.



- NOTES**
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE ALLOWED.
  2. ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE.
  3. RECLAIMED WATER JUMPER SHALL BE SIZE ON SIZE.

**RECLAIMED WATER JUMPER CONNECTION**

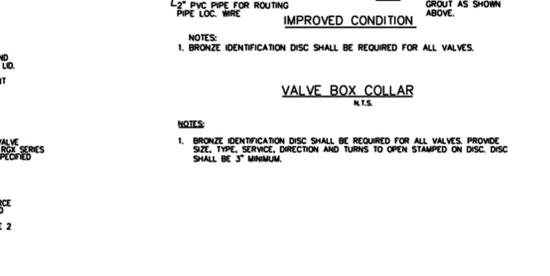
N.T.S.



- NOTES**
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES. SIZE, TYPE, SERVICE, DIRECTION AND TURNS TO OPEN STAMPED OR DISC SHALL BE 3" MINIMUM.

**VALVE BOX COLLAR**

N.T.S.

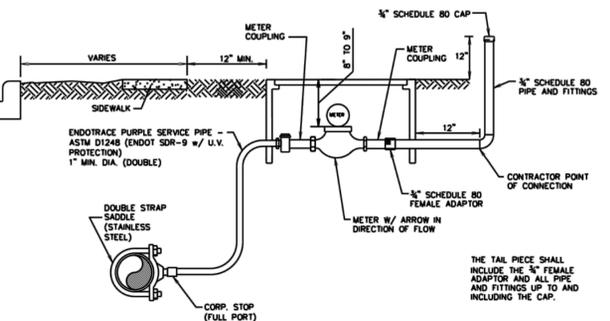


- NOTES**
1. ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  3. EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
  5. ALL SERVICE LINES SHALL BE POLY ENDTRACE PIPE AND SHALL BE PURPLE IN COLOR W/WR. THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
  7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**RECLAIMED WATER SINGLE**

**AND DOUBLE SERVICE DETAIL**

N.T.S.

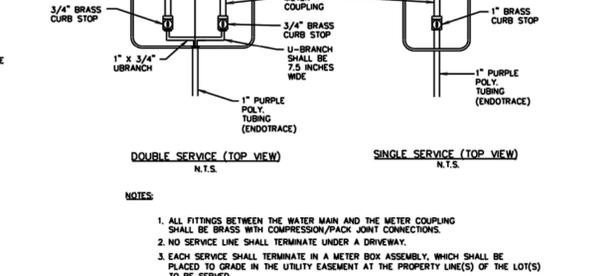


- NOTES**
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  7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**RECLAIMED WATER SINGLE**

**AND DOUBLE SERVICE DETAIL**

N.T.S.



- NOTES**
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES. SIZE, TYPE, SERVICE, DIRECTION AND TURNS TO OPEN STAMPED OR DISC SHALL BE 3" MINIMUM.

**VALVE BOX COLLAR**

N.T.S.



- NOTES**
1. ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  3. EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
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  7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**RECLAIMED WATER SINGLE**

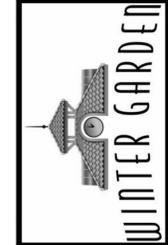
**AND DOUBLE SERVICE DETAIL**

N.T.S.

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

DATE	REVISION
4/7/14	WATER SERVICE
4/7/14	ARY DETAILS

City of Winter Garden, Florida  
**STANDARDS AND SPECIFICATIONS**  
 For Utilities Construction



**STANDARD DETAILS**  
 FOR  
**RECLAIMED WATER SYSTEMS**

DATE	SHEET
JANUARY 2008	7
	7 OF 10

DATE	REVISION
2/26/2015	SITE PLAN SUBMITTAL
6/12/2015	ADDENDUM #1
7/10/2015	ADDENDUM #2

PROJECT:  
**360 PLANT ST PROJECT**

ADDRESS:  
 360 W. PLANT ST  
 WINTER GARDEN, FL 34787

OWNER:  
 BLUE HOUSE DEVELOPMENT, LLC

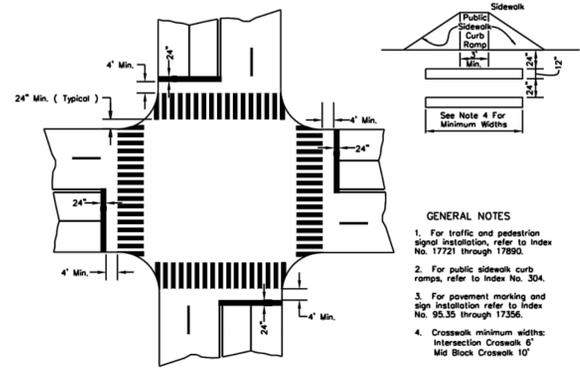
ENGINEER:  
 JARED CZACHOROWSKI  
 FLORIDA PE # 61648  
 2218 RIDGEWIND WAY  
 WINDERMERE, FL 34786  
 (407) 467-0585

DESCRIPTION:  
**DETAILS**

SHEET:  
**11**

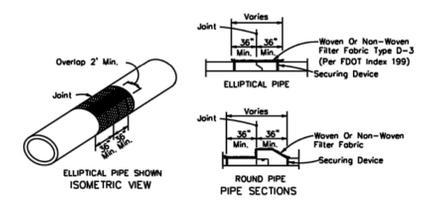
**GENERAL NOTES:**

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

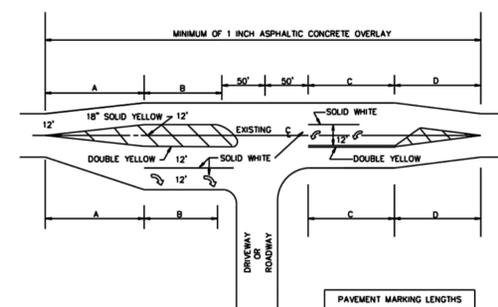


- GENERAL NOTES**
1. For traffic and pedestrian signal installation, refer to index No. 17721 through 17890.
  2. For public sidewalk curb ramps, refer to index No. 304.
  3. For pavement marking and sign installation refer to index No. 95.35 through 17356.
  4. Crosswalk minimum widths: Intersection Crosswalk 6' Mid Block Crosswalk 10'

**SPECIAL EMPHASIS CROSSWALK SIGNALIZED OR STOP SIGN CONTROLLED INTERSECTION**  
N.T.S.



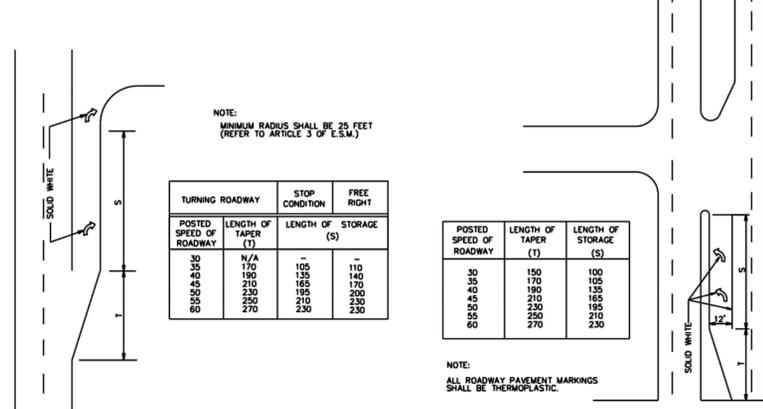
**FILTER FABRIC JACKET**  
N.T.S.



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

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

**TYPICAL INTERSECTION**  
N.T.S.



NOTE: MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)

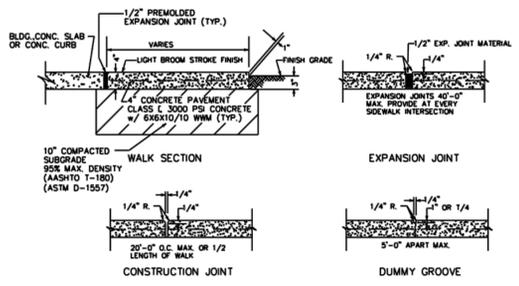
TURNING ROADWAY	STOP CONDITION	FREE RIGHT
POSTED SPEED OF ROADWAY (T)	LENGTH OF TAPER (S)	LENGTH OF STORAGE (S)
30	N/A	-
35	170	105
40	190	135
45	210	165
50	230	195
55	250	210
60	270	230

POSTED SPEED OF ROADWAY (T)	LENGTH OF TAPER (S)	LENGTH OF STORAGE (S)
30	150	100
35	170	105
40	190	135
45	210	165
50	230	195
55	250	210
60	270	230

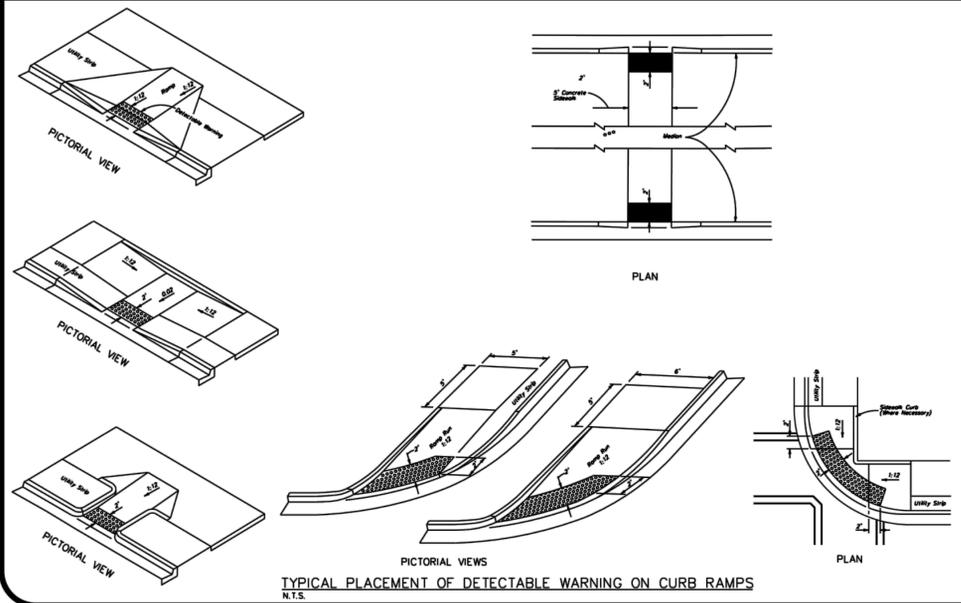
- NOTE:**  
ALL ROADWAY PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

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

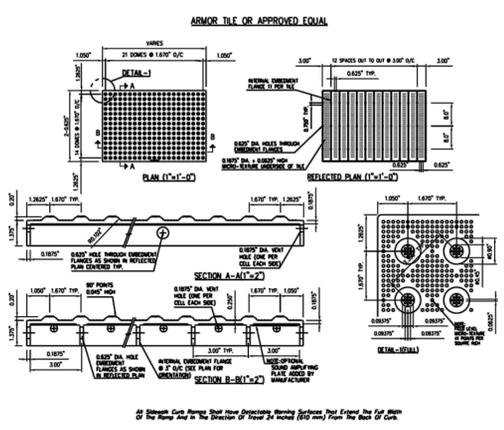
**LEFT TURN STORAGE LANE (DIVIDED HIGHWAY)**  
N.T.S.



**SIDEWALK DETAILS**  
N.T.S.



**TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS**  
N.T.S.



- NOTE:**  
1. CURB RAMP DETECTABLE WARNING TILE SHALL BE ARMOR TILE OR EQUAL.

**CURB RAMP DETECTABLE WARNING DETAIL**  
N.T.S.

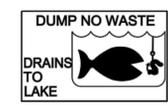


PLATE SHALL BE ADDED TO STORMWATER INLETS AS REQUIRED BY THE CITY.

DATE	4/4/14
ITEM	Deleted Underdrain Detail
No.	1
City of Winter Garden, Florida	
STANDARDS AND SPECIFICATIONS	
For Roadway & Drainage Construction	
GENERAL NOTES FOR PUBLIC SERVICES	
DATE	JANUARY 2008
SHEET	8
8 OF 10	

DATE	REVISION
2/26/2015	SITE PLAN SUBMITTAL
6/12/2015	ADDENDUM #1
7/10/2015	ADDENDUM #2

PROJECT:  
**360 PLANT ST PROJECT**

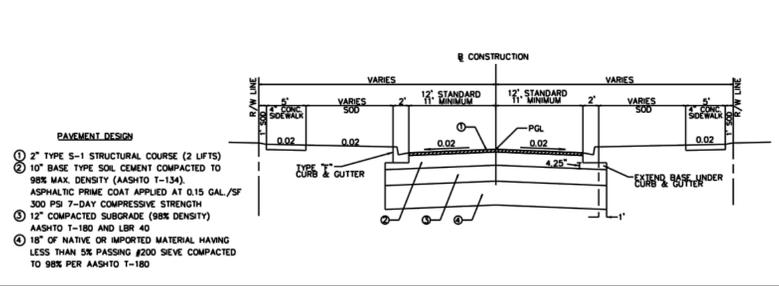
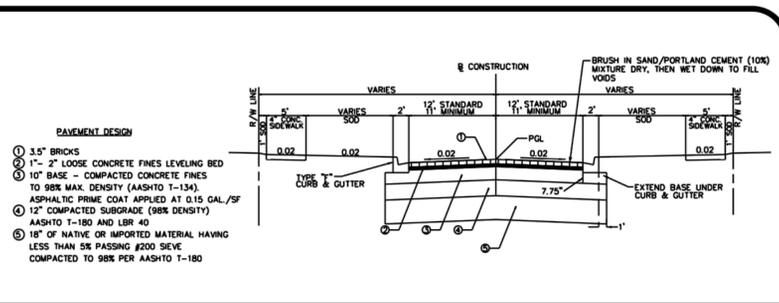
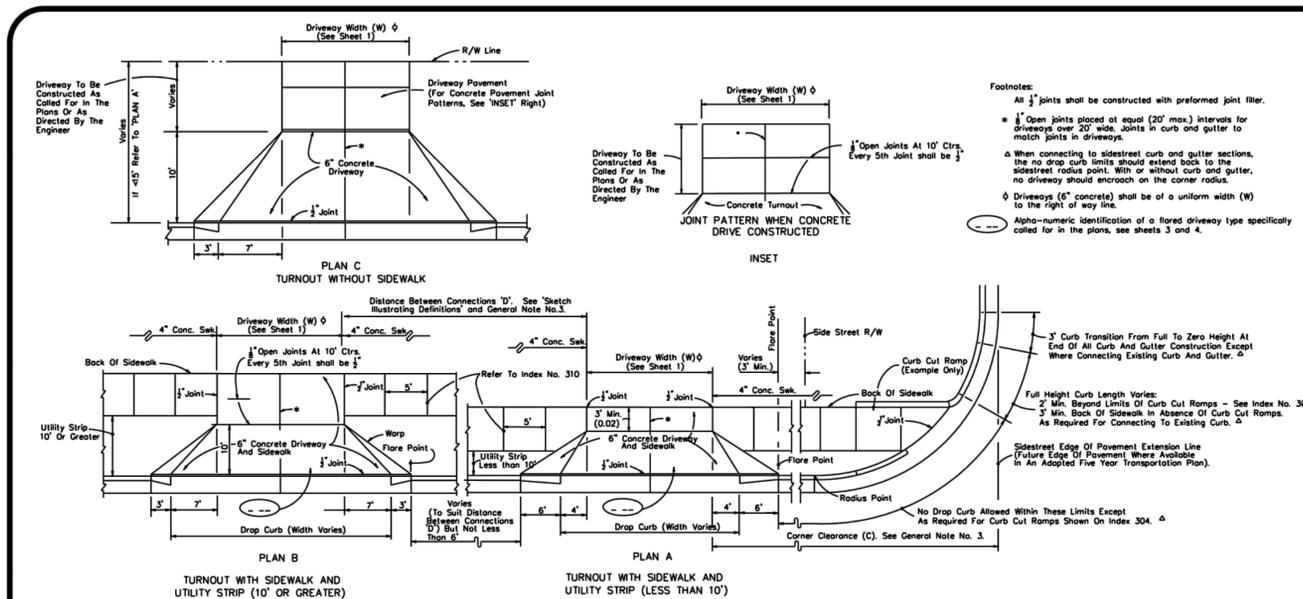
ADDRESS:  
360 W. PLANT ST  
WINTER GARDEN, FL 34787

OWNER:  
BLUE HOUSE DEVELOPMENT, LLC

ENGINEER:  
JARED CZACHOROWSKI  
FLORIDA PE # 61648  
2218 RIDGEWIND WAY  
WINDERMERE, FL 34786  
(407) 467-0585

DESCRIPTION:  
**DETAILS**

SHEET:  
**12**



**SPECIAL NOTES FOR URBAN FLARED TURNOUTS**

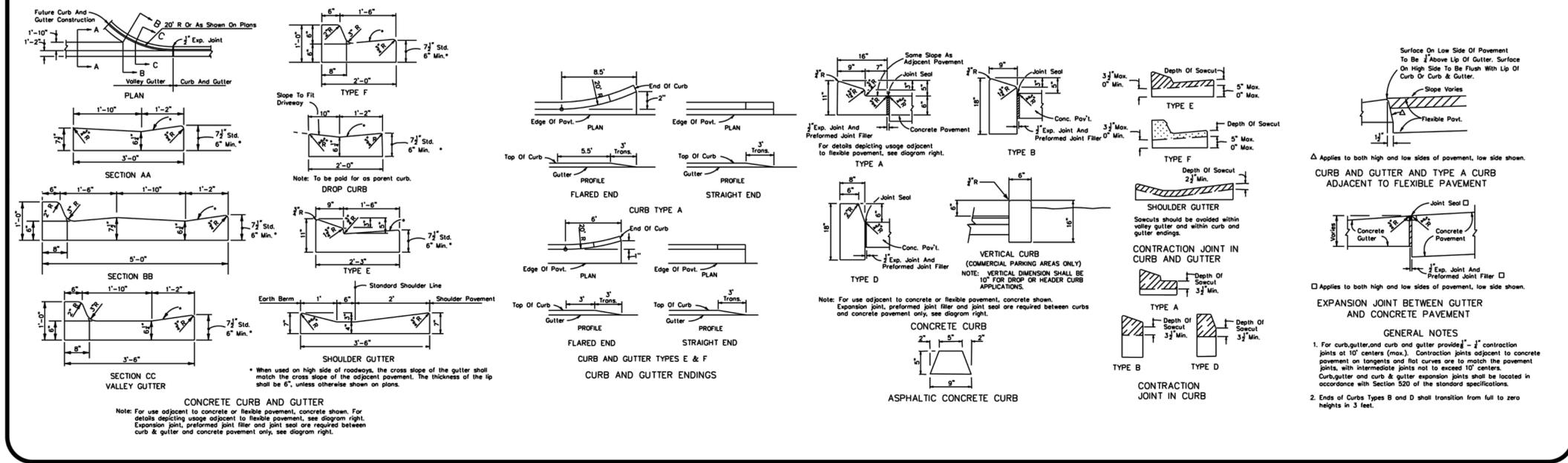
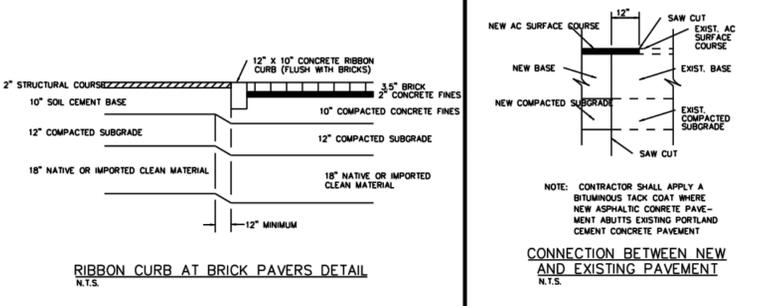
- Driveway 6" concrete pavement and drop curb shall meet the material and construction requirements of Sections 522 and 520 respectively of the "FDOT Standard Specifications". The driveway foundation shall meet the requirement of Subarticle 522-4.
- For details of drop curb and curb cut ramps refer to indexes Nos. 300 and 304 respectively.
- Where turnouts are constructed within existing curb and gutter, the existing curb and gutter shall be removed either to the nearest joint beyond the flare point or to the extent that no remaining section is less than 5 feet long, and, drop curb constructed in accordance with Notes Nos. 1 and 2.
- Cost for preformed joint filler shall be included in the cost for the concrete pavement (concrete sidewalk, 6" thick).
- For turnouts with radial returns see the requirements under the "Summary Of Geometric Requirements For Turnouts", the "General Notes", the details of "Rural Turnout Construction" and the detail of "Limits Of Clearing & Grubbing, Stabilization And Base At Intersections".
- Department maintenance of pavement shall extend out to the right of way or 2 feet back of sidewalk, whichever distance is less.
- The maintenance and operation of highway lighting, traffic signals, accidented equipment, and other necessary devices shall be the responsibility of a public agency.
- All pavement markings on the State highways, including acceleration and deceleration lane markings, and signing installed for the operation of the State highway shall be maintained by the Department.
- All signing and marking installed for the operation of the connection (such as stop bars and stop signs for the connection) shall be the responsibility of the permittee.
- Turnouts will be paid for under the contract unit price for Sidewalk Concrete (6" Thick), SY.

**DESIGN NOTES FOR URBAN FLARED TURNOUTS**

- Driveways indicated as "Adverse Applications" are those with slopes that can cause overhang drop for representative standard passenger vehicles under fully loaded conditions, or those with slopes that can cause drivers who are leaving the roadway to slow or pose to the extent that traffic demand volumes will be impeded.
- Driveways indicated as "Marginal Applications" are those with slopes that can cause overhang drop for representative standard passenger vehicles under fully loaded conditions when the driveway is located on the low side of fully super-elevated roadways.
- Driveways indicated as "General Applications" are those with slopes that can readily accommodate representative standard passenger vehicles and those and those that can accommodate representative standard trucks, vans, buses and recreational vehicles operating under normal crown and super-elevation conditions.
- The standard flared driveways on this index may not accommodate vehicles with low beds, low undercarriage or low appurtenance features. Where such vehicles are design vehicles, driveways are to have site specific flare designs or Category designs.
- When specific flare type driveways are to be constructed, the type shall be designated in the plans using the assigned alpha-numeric designation.

**URBAN FLARED TURNOUTS**  
N.T.S.  
PER INDEX NO. 515 OF THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS

Note: See sheet 1 for "GENERAL NOTES"



DATE	4/7/14
ITEM	Brick Typical Section
NO.	1
REV	0-0-0

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Roadway & Drainage Construction



STANDARD DETAILS FOR PUBLIC SERVICES

DATE	JANUARY 2008
SHEET	9
	9 OF 10

DATE	REVISION
2/26/2015	SITE PLAN SUBMITTAL
6/12/2015	ADDENDUM #1
7/10/2015	ADDENDUM #2

PROJECT:  
360 PLANT ST PROJECT

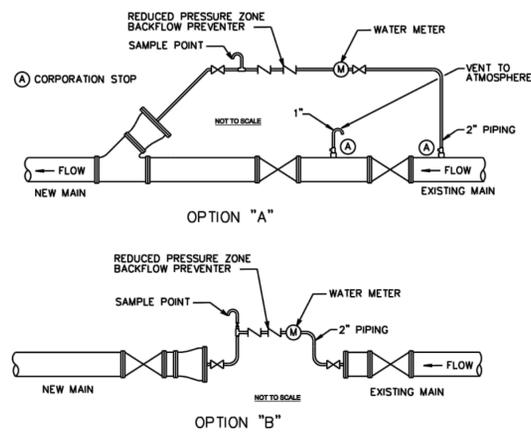
ADDRESS:  
360 W. PLANT ST  
WINTER GARDEN, FL 34787

OWNER:  
BLUE HOUSE DEVELOPMENT, LLC

ENGINEER:  
JARED CZACHOROWSKI  
FLORIDA PE # 61648  
2218 RIDGEWIND WAY  
WINDERMERE, FL 34786  
(407) 467-0585

DESCRIPTION:  
DETAILS

SHEET:  
13



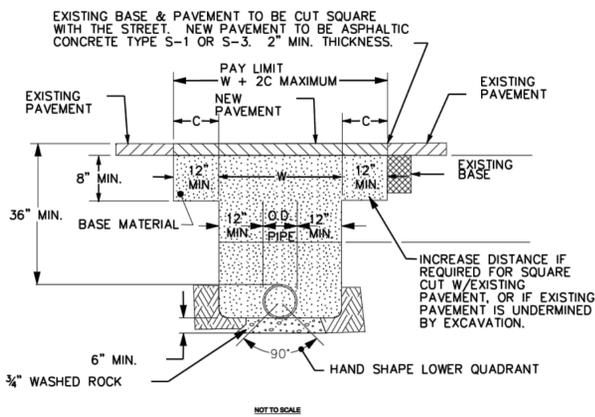
EXCEPT AS INDICATED BELOW FOR SHORT LENGTHS, EACH SECTION OF PIPELINE SHALL BE THOROUGHLY CLEANED WITH ONE POLYURETHANE FOAM PIG EACH TIME.  
 A CITY REPRESENTATIVE SHALL BE PRESENT AT THE TIME OF INSERTION AND EXIT OF THE PIG. LINES SHALL BE PIGGED AND/OR FLUSHED UNTIL THE WATER RUNS CLEAN AND IS APPROVED BY THE CITY REPRESENTATIVE. THE CITY REPRESENTATIVE SHALL BE GIVEN 48 HOURS MINIMUM NOTICE PRIOR TO PIGGING OR FLUSHING.

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

**NOTES:**

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

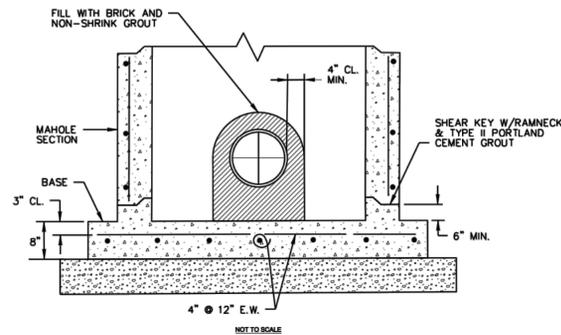
**PIPE PIGGING DETAIL**



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

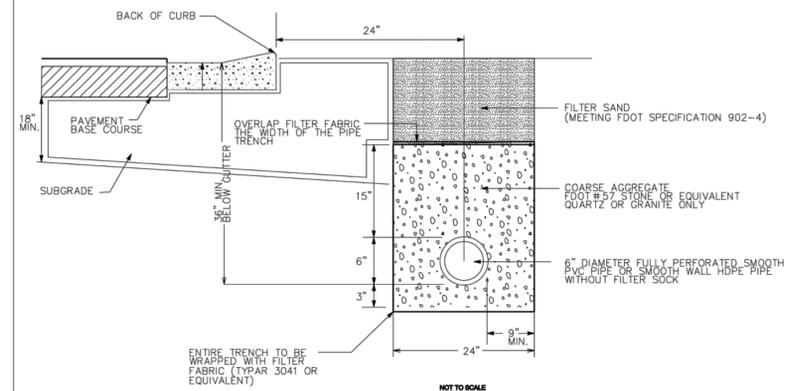
ALL BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY.

**PAVEMENT RESTORATION DETAIL**

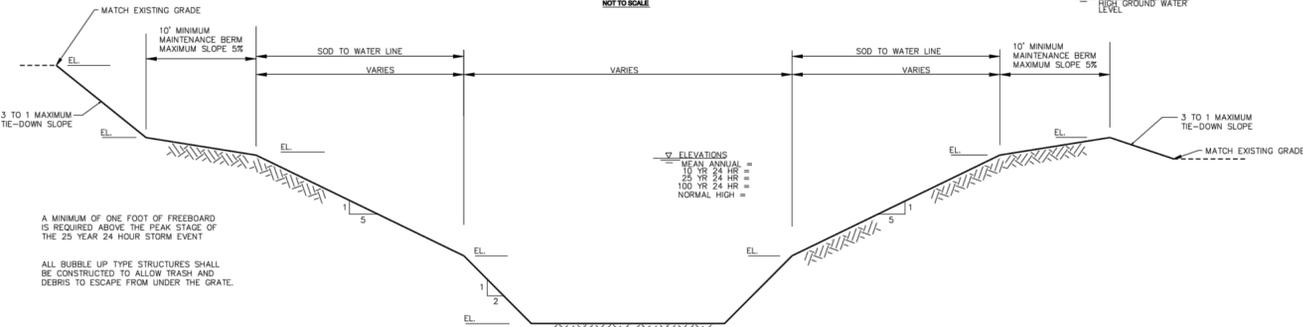
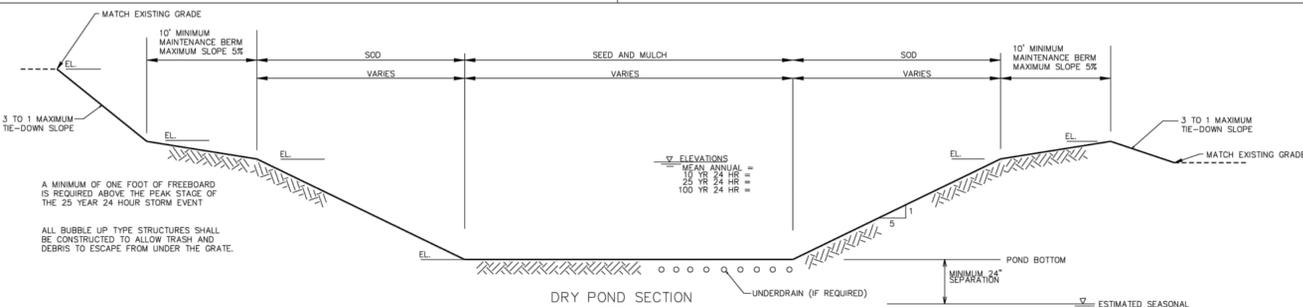


- TO CONSTRUCT NEW MANHOLE OVER EXISTING SEWER, SLIDE BASE UNDER PIPE AND SET MANHOLE SECTION ON TOP.
- FOR ADDITIONAL DETAILS NOT SHOWN, SEE "GRAVITY SEWER MANHOLE STANDARD."
- AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF EXISTING SEWER DURING INSTALLATION OF MANHOLE.

**GRAVITY SEWER DOGHOUSE MANHOLE**



**UNDERDRAIN DETAIL**



**POND SECTIONS**



**STREET SIGN BLADE DETAIL**

THE BACKGROUND COLOR SHALL BE RETROREFLECTIVE GREEN AND THE LETTERING AND BORDER SHALL BE RETROREFLECTIVE WHITE.

DATE	ITEM	NO.

City of Winter Garden, Florida  
 STANDARDS AND SPECIFICATIONS



STANDARD DETAILS  
 FOR  
 MISCELLANEOUS DETAILS

DATE  
 APRIL 2014  
 SHEET  
 10  
 10 OF 10

DATE	REVISION	PROJECT: 360 PLANT ST PROJECT	ADDRESS: 360 W. PLANT ST WINTER GARDEN, FL 34787	OWNER: BLUE HOUSE DEVELOPMENT, LLC	ENGINEER: JARED CZACHOROWSKI FLORIDA PE # 61648 2218 RIDGEWIND WAY WINDERMERE, FL 34786 (407) 467-0585	DESCRIPTION: DETAILS	SHEET: 14
2/26/2015	SITE PLAN SUBMITTAL						
6/12/2015	ADDENDUM #1						
7/10/2015	ADDENDUM #2						

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

**From:** Steve Pash, Community Development Manager

**Via:** City Manager Mike Bollhoefer

**Date:** August 5, 2015                      **Meeting Date:** August 13, 2015

**Subject:** 330 East Crown Point Road  
**CVC HOSPITALITY**  
**SITE PLAN REVIEW**  
**PARCEL ID# 13-22-27-0895-00-020**

**Issue:** The applicant is requesting Site Plan approval to construct a +/- 10,198 square foot office building, with landscaping and associated site work.

**Discussion:**  
The applicant is requesting Site Plan approval to construct a +/- 10,198 square foot office building for the corporate headquarters of a local hotel construction company.

**Recommended Action:**  
Staff recommends approval of the Site Plan, subject to the conditions of the DRC Memorandum.

**Attachment(s)/References:**  
  
Location Map  
DRC Memorandum  
Construction Plans  
Elevations

# Legend



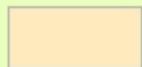
NOT TO SCALE



Subject Property



Orange County

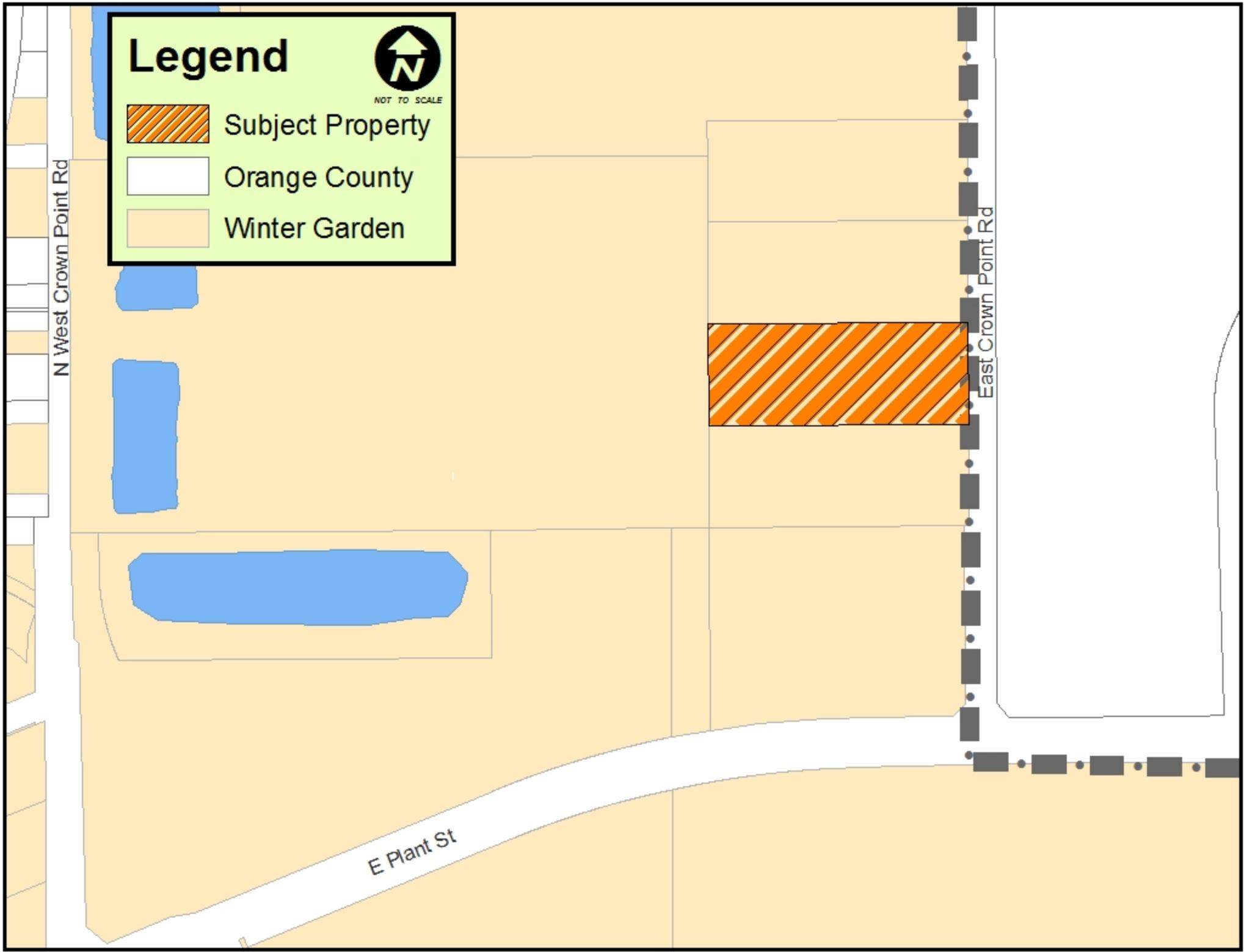


Winter Garden

N West Crown Point Rd

East Crown Point Rd

E Plant St



# CITY OF WINTER GARDEN

## *Development Review Committee*

300 West Plant Street - Winter Garden, Florida 34787-3011

(407) 656-4111 - FAX (407) 877-2363

### MEMORANDUM

**TO:** ED WILLIAMS, COMMUNITY DEVELOPMENT DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** JULY 10, 2015  
**SUBJECT:** REVIEW OF SITE PLAN – CVC HOSPITALITY  
330 EAST CROWN POINT ROAD – LOT 2, BRITT BUSINESS CENTER NORTH PH 2

Pursuant to your request, we have reviewed the revised site plan dated 5/29/15 (received by Planning on 6/23/15) for compliance with the City's stormwater and site requirements. This plan proposes a 10,164 s.f. single-story building with associated parking, stormwater and utility improvements over the 2.79 acre site. This was submitted in response to the pre-submittal meeting of 2/10/15, review dated 5/07/15 and DRC meeting of 5/13/15 (**Staff Review Only**).

### ENGINEERING

We recommend approval subject to approval by all other departments, and the following conditions and comments. **Prior to the required pre-construction meeting, revised plans for the future sanitary line shall be submitted, along with the FDEP water permit.**

1. All public improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the contractor prior to issuance of certificate of occupancy.
2. The following City requirements shall be met as noted on the plans:
  - a. All compaction shall be 98% of the modified proctor maximum density.
  - b. All gravity sanitary pipes and fittings shall be SDR 26.
  - c. As-built record drawings shall comply with City of Winter Garden requirements.
  - d. All construction shall conform to City of Winter Garden Standards and Specifications.
3. Sheet C3.0 – Site & Geometry Plan:
  - a. Cross access and driveway shall match up with the driveway stubout to the parcel to the north. Cross access easements will be required for the properties to the north and south as shown.
  - b. Revise plan to show the joint use driveway with Lot 1 that was on the first submittal.
  - c. Utility and drainage easements are also required for the future development parcel, if divided or sold (as shown). If sold, the requirements for lot splits as contained in Section 110-96 of the City Code, and all zoning requirements per Section 118 of the City Code shall be met.
  - d. The cross access, drainage, and utility easement to the future development parcel shall be 24' wide.
  - e. The one-way driveway that circulates on the west and south side of the building shall be asphalt paved per the note on Sheet C3.0 and Typical Pavement Section on Sheet C8.0 (the response still references the "Stabilized Grass Concrete Pavers" and a detail on Sheet C9.0 that was not there?).
4. Sheet C4.0 – Paving, Grading & Drainage Plan:
  - a. St. Johns River Water Management District (SJRWMD) permit modification is acknowledged.

- b. Historical drainage patterns along East Crown Point Road shall be maintained.
5. Sheet C5.0 – Utility Plan:
- a. Fire Department approval required for fire protection system.
  - b. Inverts of cleanouts have been shown as requested; **the two westerly cleanout inverts are not correct for the 1.00% slope called out and shall be corrected on the plans prior to the pre-construction meeting.**
  - c. All irrigation shall be designed to be connected to reclaimed water mains. Any irrigation lines within City R/W shall be purple in color. All points of connection to reclaimed or potable water mains shall have appropriate meters, backflow preventors, etc. All irrigation mains within the City's R/W under the pavement shall be encased within a sleeve.
  - d. All on-site utilities shall be privately owned and maintained (as noted on plans). 100% of all required water, reuse, 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. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer has provided certification that sight distance requirements are being met, per response and as shown on plans.
7. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
8. Permit modification from SJRWMD and the FDEP wastewater permit are acknowledged. **FDEP permits or exemptions are required prior to site plan approval for water and NPDES NOI.**
9. If approved, further development of the site for a future building or additions will require separate site plan approval. Approval of the phase 1 site plan does not constitute approval of future work.
10. **As discussed at DRC and previous reviews, the Applicant agrees to coordinate with the City's Transportation Consultant on possible improvements to the intersection of East Crown Point Road and Crown Park Circle (i.e. signalization, etc.). If intersection improvements are warranted, then a proportionate fair share contribution will be determined which may also include the East Crown Point Road/Plant Street intersection.**

## **PLANNING**

11. Future development on the remaining land will require separate site plan review and approval prior to anything being built.
12. Based on the proposed 10,198 square foot office building, the transportation impact fees will be \$58,618.10.
13. The landscape plans contain numerous errors. "Florida Friendly" landscaping is required to help reduce water use. Revised plans with the following landscaping shall be provided and called out clearly on the revised plans:
  - a. Front Buffer Yard (15 feet wide):
    - i. A 36" tall hedge shall be planted 36" on center.
    - ii. One 3.5" caliper, 13' tall canopy tree shall be planted every 70 linear feet.
    - iii. Three 11' tall understory trees shall be planted every 100 linear feet.
  - b. Side Buffer Yard (North and South):
    - i. A 36" tall hedge shall be planted 36" on center.
    - ii. One 3.5" caliper, 13' tall canopy tree shall be planted every 75 linear feet.
  - c. Foundation Plantings:
    - i. A 36" tall hedge shall be planted 36" on center.

- ii. One 11' tall understory tree shall be planted every 50'
  - d. There is a large area that is not landscaped and left with just sod between the building and the access road around the building on the west and south sides. What is proposed in this area? Will it be developed with parking spaces when the second phase is constructed?
14. Lighting Plan:
- a. Please provide a photometric plan for parking lot lighting, signed and sealed by a licensed engineer.
15. Please provide the cross access easements for the properties to the north and south, as well as for the future development property to the west.
16. No outdoor storage of construction equipment, material, or any vehicles will be allowed on this property.
17. All new signage must comply with City of Winter Garden Code of Ordinances Chapter 102, Article III, Division 3.

### **PUBLIC SERVICES**

18. Repeat Comment: Streetlighting shall be installed internal to the development and along all adjacent rights of way pursuant to City Code, meeting dark skies requirements (Code Section 118-1536(k)). Please provide a photometric plan with your next submittal.
19. Repeat Comment: Permits from SJRWMD and FDEP (water, wastewater and NPDES) are required prior to issuance of site or building permits. Please provide copies of your water and sewer exemptions. City acknowledges receipt of the wastewater exemption. Please provide an exemption or permit for the water.
20. The plans have been revised and not indicate a 1" water meter and a 1" irrigation meter. Given the meter sizes shown, the Utility Impact Fees shall be as follows:
- Water Impact Fee = \$2,715.00
- Wastewater Impact Fee = \$4,418.00
- Irrigation Impact Fee = \$2,715.00
- Total Utility Impact Fee = \$9,848.00
- All fees are due to be paid a FDEP permit application. If a FDEP permit is not required then the fees shall be paid at building permit application.
21. The detail for the grass paver is not located on sheet C9 as noted in the response. Please revise.
22. Please call out the pipe material and pipe slope for the gravity sewer running to the west. All gravity sewer and fittings shall be SDR 26.
23. Repeat Comment: Please include the city detail sheet on your next submittal. Please follow this link <http://www.cwgdn.com/business/forms/> and scroll down to the Public Services section. Please include City Detail Sheet 10 with your next submittal.
24. Sheet C8:
- Please change the compaction requirement to 98%.
- Cold patch asphalt is not suitable. Please call out hot mix asphalt.
- The use of limerock for the base material is at the owner's risk as this will be privately owned and maintained. Given the high groundwater table found in Winter Garden, it is recommended that the base be soil cement or crushed concrete. Base material used in the City's right of way shall be soil cement or crushed concrete.
25. Informational:
- Given the pervious and impervious surface area noted on the plans, it is estimated that this project will pay a monthly stormwater fee of \$48.37.
26. The blow up of the water connection detail on Sheet C5 does not match the plan view. Please revise..

## **FIRE**

27. No comments at this time.

## **STANDARD GENERAL CONDITIONS**

28. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
29. 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to Code. Existing sidewalks will be checked at completion and any damaged sections shall be replaced.
30. All work shall conform to City of Winter Garden standards and specifications.
31. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
32. 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.
33. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
34. 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.
35. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of **2.25%** of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews.

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

**END OF MEMORANDUM**

# CONSTRUCTION PLANS FOR CVC HOSPITALITY, BUILDING 330 EAST CROWN POINT ROAD WINTER GARDEN, FLORIDA

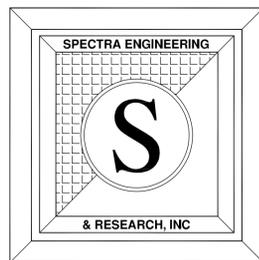
INDEX	SHEET NO.
COVER SHEET	C0.0
EXISTING CONDITIONS	C1.0
DEMOLITION AND EROSION CONTROL	C2.0
SITE AND GEOMETRY PLAN	C3.0
PAVING, GRADING, AND DRAINAGE PLAN	C4.0
UTILITY PLAN	C5.0
LANDSCAPE PLAN	C6.0
IRRIGATION PLAN	C7.0
PAVING, GRADING, AND DRAINAGE DETAILS	C8.0
PAVING, GRADING, AND DRAINAGE DETAILS	C9.0
UTILITY DETAILS	



VICINITY MAP

PROJECT DATA
TAX ID # 13-22-27-0895-00020 WINTER GARDEN, FLORIDA.
<b>PROJECT NAME: CVC HOSPITALITY, BUILDING</b>
CLIENT/OWNER: CVC HOSPITALITY, INC. 4455 DARDANELLE DR. WINTER GARDEN, FLORIDA
<b>PROJECT AREA: 2.79 ± ACRES</b>
<b>ENGINEER OF RECORD: PETER OKONKWO, P.E.</b>

**CONSULTANT: SPECTRA ENGINEERING & RESEARCH INC.**



**1315 E. Lafayette Street , Suite B  
Tallahassee, Florida 32301  
PHONE (850) 656-9834  
FAX : (850) 942-2717  
Web: <http://www.spectraengr.com>  
E-mail: [Spectra@Spectraengr.com](mailto:Spectra@Spectraengr.com)**

**1060 Maitland Center Commons Blvd., Suite 340  
Maitland, Florida 32751  
PHONE (407) 951-8844  
FAX : (407) 951-8845  
Web: <http://www.spectraengr.com>  
E-mail: [Spectra@Spectraengr.com](mailto:Spectra@Spectraengr.com)**

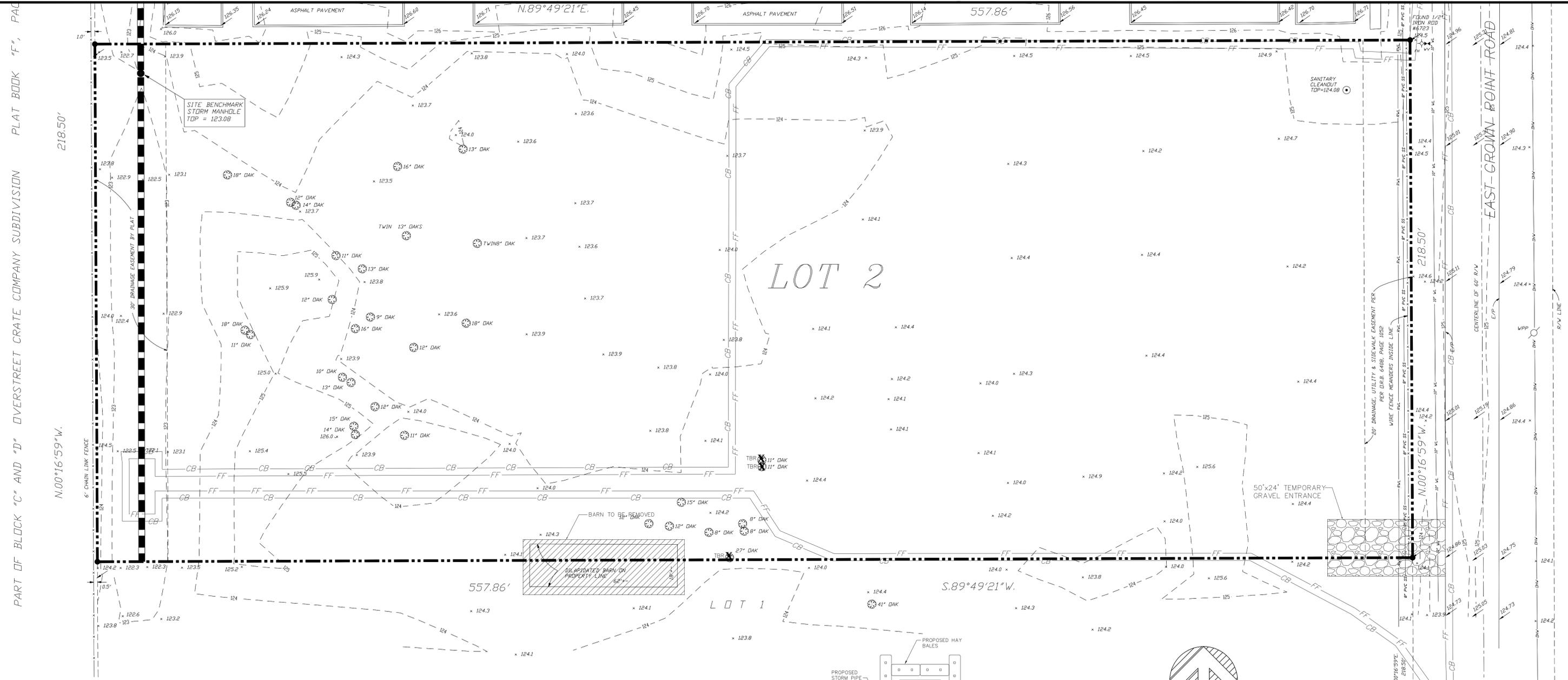
SHEET NO.:

C0.0

THIS PLAN IS NOT VALID FOR REVIEW  
UNLESS SIGNED AND SEALED BY THE  
ENGINEER OF RECORD.

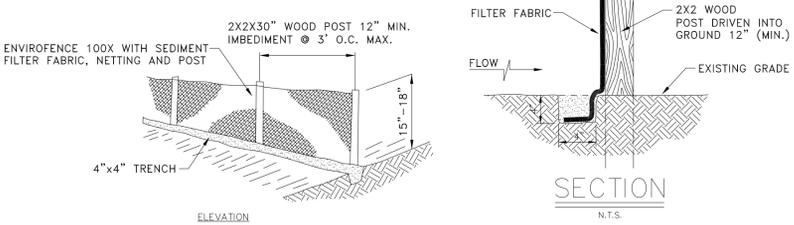
PETER C. OKONKWO, P.E.  
FLA. REGISTRATION NO. 51459



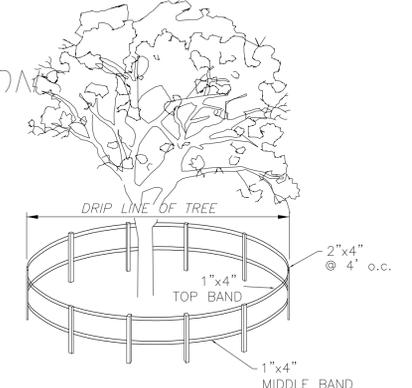


**SURVEYOR'S NOTES**

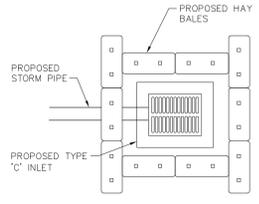
- BEARINGS BASED ON THE W. R/W L. OF EAST CROWN POINT ROAD AS BEING S.00°16'59\"/>



**SILT FENCE DETAIL (ES BMP 1.06)**  
N.T.S.  
 \* REFER TO ES BMP 1.06 FLORIDA DEVELOPMENT MANUAL  
 \* GUIDE TO SOUND LAND AND WATER MANAGEMENT



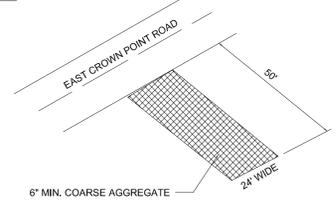
**TREE BARRICADE DETAIL (FDOT TYPE V)**  
 SCALE: (NOT TO SCALE)



**TYPE "C" INLET PROTECTION**  
(N.T.S. (SEE FDOT INDEX 102))

**EROSION CONTROL NOTES:**

- ALL SLOPES STEEPER THAN 4:1 SHALL BE SODDED.
- ALL SLOPES STEEPER THAN 3:1 SHALL BE STAPLED SOD.
- ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK-GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
- CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE DURING CONSTRUCTION OF ALL SEDIMENTATION CONTROLS.
- EROSION/SILT CONTROL MEASURES SHOWN ON THE PLANS ARE AT A MINIMUM. CONTRACTOR TO PROVIDE ADDITIONAL OR ADEQUATE EROSION/SILT CONTROL MEASURES AS MAY BE REQUIRED ON THE SITE.
- CONTRACTOR SHALL USE SILT SCREEN AND/OR HAY BALES TO PREVENT SILT AND ERODED SOILS FROM LEAVING SITE.
- CONTRACTOR SHALL UTILIZE A SOIL TRACKING DEVICE IN ACCORDANCE WITH FDOT INDEX 106.
- ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED BY LEON COUNTY ENVIRONMENTAL INSPECTOR DURING ANY PHASE OF THE DEVELOPMENT.



**TEMPORARY GRAVEL ENTRANCE**  
 (NOT TO SCALE)



**LEGEND**

- TBR X = TREES TO BE REMOVED
- FF = SILT FENCE
- CB = LIMITS OF CONSTRUCTION
- [Hatched Box] = DEMOLISH EXISTING CONCRETE SIDEWALK/DRIVEWAY/STRUCTURE
- [Cross-hatched Box] = DEMOLISH EXISTING ASPHALT

**SPECTRA ENGINEERING & RESEARCH, INC.**  
 NBR# = LB5698 CA# = 5698  
 CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
 1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
 Tel: (850)-656-9834 Fax: (850)-942-2717

**CLIENT:**  
 CVC HOSPITALITY, INC  
 4455 DARDANELLE DR. - STE. D  
 ORLANDO, FLORIDA

**PROJECT:**  
 CVC HOSPITALITY, BUILDING  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

**SHEET TITLE:**  
 DEMOLITION AND  
 EROSION CONTROL  
 PLAN

THIS PLAN IS NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE ENGINEER OF RECORD.  
 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

**DRAWN BY:** SF  
**DATE:** 02/17/15  
**DWG. NO.:** -  
**APPVD. BY:** PCO  
**PROJ. NO.:** -  
**DWG.:** -  
**SCALE:** 1"=20'

REVISIONS	INITIAL	SHEET NO

**C2.0**  
 3 OF 10

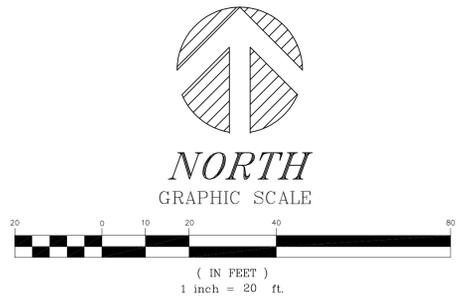
GENERAL NOTES:  
 1. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY.  
 2. ALL GRAVITY SANITARY PIPES AND FITTINGS SHALL BE SDR 26.  
 3. AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS  
 4. ALL CONSTRUCTION SHALL CONFORM TO CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.

FUTURE DEVELOPMENT

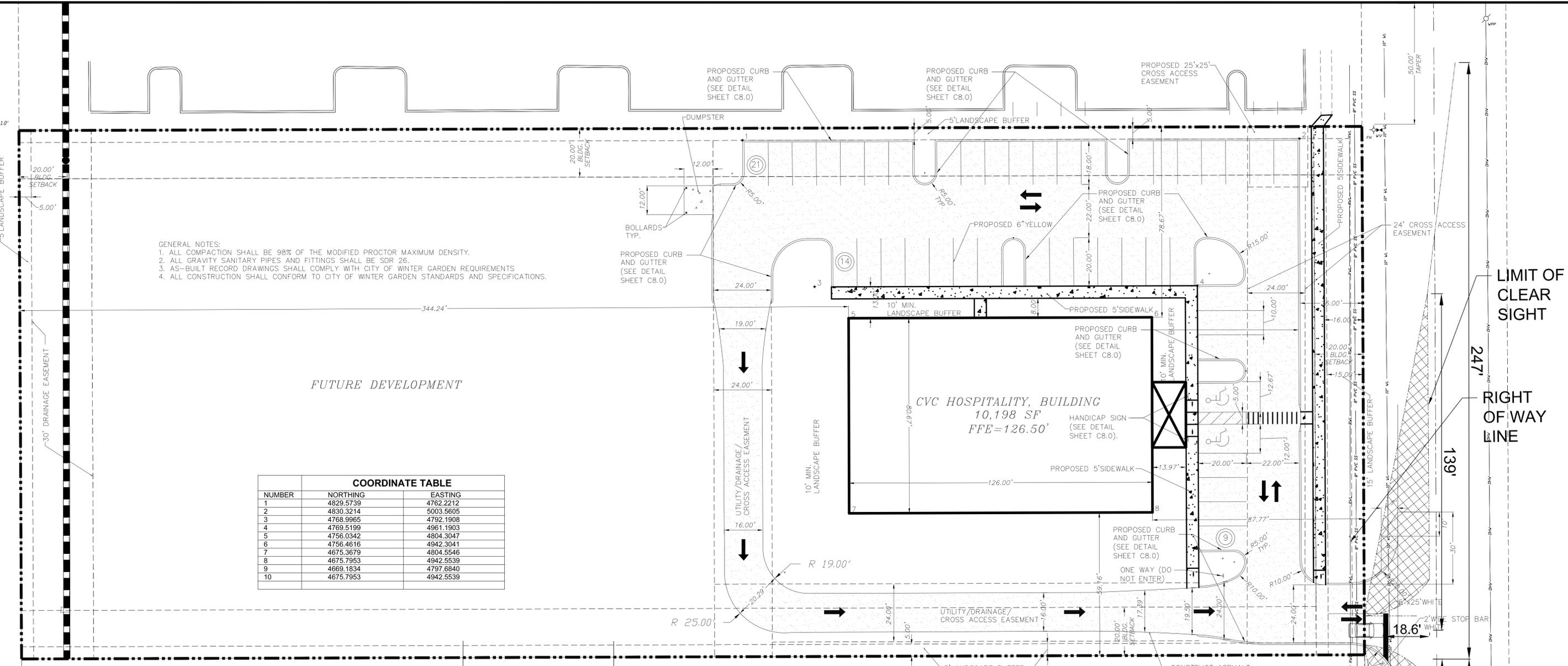
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2	4830.3214	5003.5605
3	4768.9965	4792.1908
4	4769.5199	4961.1903
5	4756.0342	4804.3047
6	4756.4616	4942.3041
7	4675.3679	4804.5546
8	4675.7953	4942.5539
9	4669.1834	4797.6840
10	4675.7953	4942.5539

CVC HOSPITALITY SITE DATA TABLE			
ZONING OF SITE:	C-2		
FUTURE LAND USE:	OFFICE		
PARCEL ID NUMBER:	13-22-27-0895-00020		
TOTAL AREA OF PARCEL:	121,893.00	2,798	100%
BUILDING HEIGHT: = 35'			
DENSITY: ACRES			
<b>BUILDING SETBACKS</b>	<b>REQUIRED (FEET)</b>	<b>PROVIDED (FEET)</b>	
FRONT	20	87.73	
SIDE	20.00	78.66	
REAR	20	332.18	
<b>PARKING STANDARDS</b>			
PARKING SPACES STANDARDS:	3 SPACE PER EVERY 1000 SF OF OFFICE SPACE		
PARKING SPACES REQUIRED:	10,614.42SF/1000SF=31 REQUIRED		
PARKING SPACES PROVIDED:	41 SPACES		
HANDICAPPED SPACES REQUIRED:	2 HANDICAP SPACES		
PROPOSED HANDICAPPED SPACES PROVIDED:	2 HANDICAP SPACES		

PRE-DEVELOPMENT	SQUARE FOOTAGE	ACREAGE	% OF SITE
EXISTING BUILDING:	0.00	0.000	0.00%
GRAVEL DRIVE	0.00	0.000	0.00%
ASPHALT	0.00	0.000	0.00%
MISCELLANEOUS CONCRETE	0.00	0.000	0.00%
<b>TOTAL EXISTING IMPERVIOUS AREA:</b>	<b>0.00</b>	<b>0.000</b>	<b>0.00%</b>
PRE-DEVELOPMENT REMOVED	SQUARE FOOTAGE	ACREAGE	% OF SITE
EXISTING BUILDING:	0.00	0.000	0.00%
GRAVEL DRIVE	0.00	0.000	0.00%
ASPHALT	0.00	0.000	0.00%
MISCELLANEOUS CONCRETE	0.00	0.000	0.00%
<b>TOTAL EXISTING IMPERVIOUS AREA:</b>	<b>0.00</b>	<b>0.000</b>	<b>0.00%</b>
PROPOSED DEVELOPMENT	SQUARE FOOTAGE	ACREAGE	% OF SITE
BUILDING:	10,198.00	0.234	8.36%
ASPHALT PAVEMENT:	19,505.00	0.447	16.02%
CONCRETE SIDEWALK, ETC):	2,350.00	0.147	1.92%
CURB & GUTTER	1,218.00	0.027	0.99%
ASPHALT ONE WAY DRIVE	5087.00	0.170	6.10%
<b>TOTAL IMPERVIOUS:</b>	<b>40,711.00</b>	<b>0.935</b>	<b>33.41%</b>
STORMWATER FACILITIES:	SQUARE FOOTAGE	ACREAGE	% OF SITE
POND	0.00	0.000	0.00%
<b>TOTAL:</b>	<b>0.00</b>	<b>0.000</b>	<b>0.00%</b>
LANDSCAPING:	SQUARE FOOTAGE	ACREAGE	% OF SITE
LANDSCAPE ISLANDS:	2,766	0.06	2.26%
GRASS:	4,036	0.092	3.28%
<b>TOTAL LANDSCAPE/NATURAL AREA</b>	<b>6,607</b>	<b>0.151</b>	<b>5.42%</b>



- LEGEND
- INDICATES NUMBER OF PARKING IN ROW
  - INDICATES PROPOSED STRIPE TURN ARROW (WHITE)
  - INDICATES PROPOSED STRIPE TURN ARROW
  - INDICATES PROPOSED ASPHALT
  - INDICATES PROPOSED CONCRETE SIDEWALK
  - INDICATES COORDINATE POINT LABEL
  - INDICATES PROPOSED CONCRETE CURB & GUTTER 990 TOTAL LINEAR FEET. (SEE DETAIL SHEET C8.0)



LIMIT OF CLEAR SIGHT

RIGHT OF WAY LINE

LIMIT OF CLEAR SIGHT

RIGHT OF WAY LINE

**SPECTRA ENGINEERING & RESEARCH, INC.**  
 NBR# = LB5698 CA# = 5698  
 CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
 1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
 Tel: (850)-656-9834 Fax: (850)-942-2717

CLIENT: **CVC HOSPITALITY, INC**  
 4455 DARDANELLE DR. - STE. D  
 ORLANDO, FLORIDA

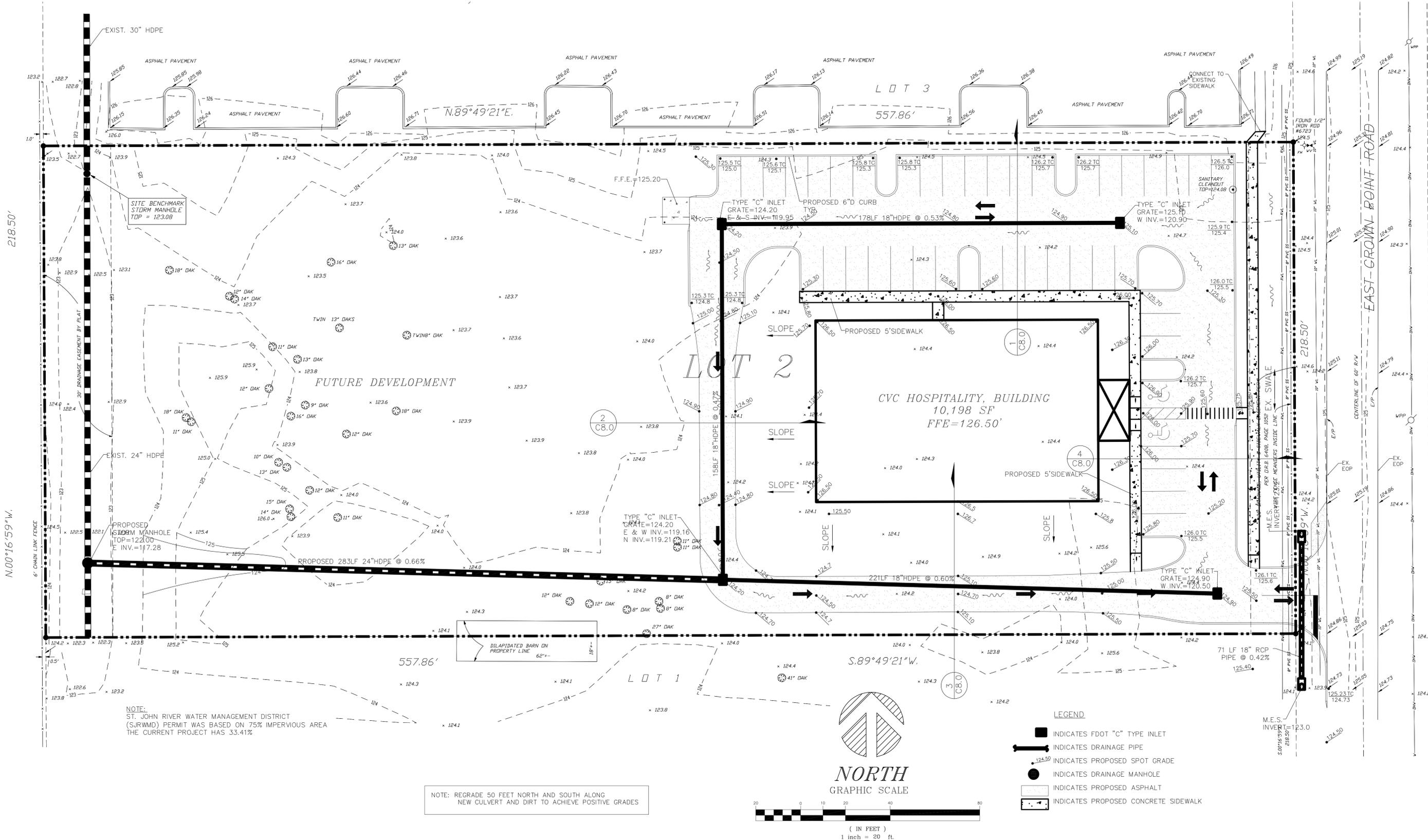
PROJECT: **CVC HOSPITALITY BUILDING**  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

SHEET TITLE: **SITE AND GEOMETRY PLAN**

THIS PLAN IS NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE ENGINEER OF RECORD.  
 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

DRAWN BY: SF  
 DATE: 02/17/15  
 DWG. NO.: 15-009  
 APPVD. BY: PCO  
 PROJ. NO.: 15-009  
 DWG. SCALE: 1"=20'

#	DATE	REVISIONS	INITIAL	SHEET NO
1	3/6/15	PER CLIENT COMMENTS	SF	C3.0
2	5/28/15	PER CLIENT REQUEST	EC	



NOTE:  
ST. JOHN RIVER WATER MANAGEMENT DISTRICT  
(SJRWD) PERMIT WAS BASED ON 75% IMPERVIOUS AREA  
THE CURRENT PROJECT HAS 33.41%

NOTE: REGRADE 50 FEET NORTH AND SOUTH ALONG  
NEW CULVERT AND DIRT TO ACHIEVE POSITIVE GRADES



- LEGEND**
- INDICATES FOOT "C" TYPE INLET
  - INDICATES DRAINAGE PIPE
  - INDICATES PROPOSED SPOT GRADE
  - INDICATES DRAINAGE MANHOLE
  - INDICATES PROPOSED ASPHALT
  - INDICATES PROPOSED CONCRETE SIDEWALK

**SPECTRA ENGINEERING & RESEARCH, INC.**  
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 CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
 1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
 Tel: (850)-656-9834 Fax: (850)-942-2717

**CLIENT:**  
 CVC HOSPITALITY, INC  
 4455 DARDANELLE  
 DR. - STE. D  
 ORLANDO, FLORIDA

**PROJECT:**  
 CVC HOSPITALITY, BUILDING  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

**SHEET TITLE:**  
 PAVING, GRADING,  
 AND DRAINAGE PLAN

THIS PLAN IS NOT VALID FOR CONSTRUCTION  
 UNLESS SIGNED AND SEALED BY THE  
 ENGINEER OF RECORD.  
 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

**DRAWN BY:** SF  
**DATE:** 02/17/15  
**DWG. NO.:** -  
**APPVD. BY:** PCO  
**PROJ. NO.:** -  
**DWG.:** -  
**SCALE:** 1"=20'

REVISIONS		INITIAL	SHEET NO
NO	DATE	PER CLIENT COMMENTS	SF
1	3/6/15	PER CLIENT REQUEST	EC
2	5/28/15	PER CLIENT REQUEST	EC

**C4.0**  
 5 OF 10

218.50'

N.00°16'59"W.

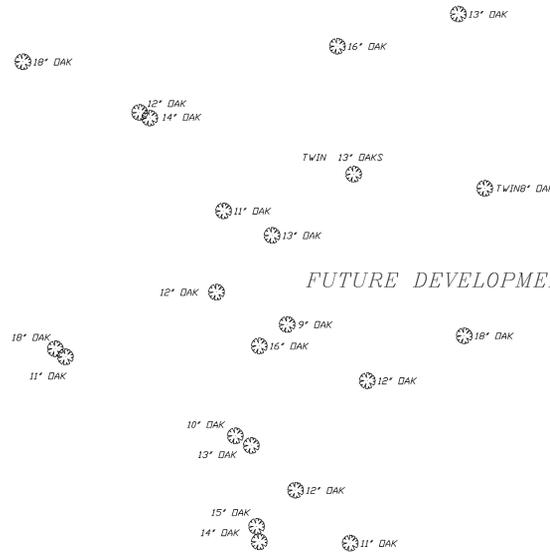
ASPHALT PAVEMENT

LOT 3

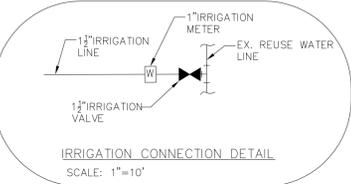
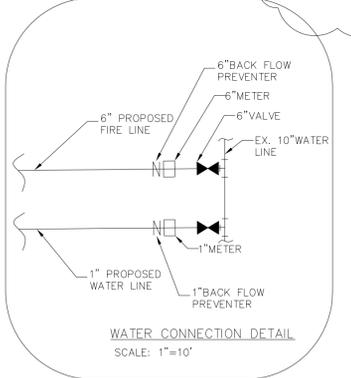
557.86'

N.89°49'21"E.

SITE BENCHMARK  
STORM MANHOLE  
TDP = 123.08



FUTURE DEVELOPMENT



LOT 2

FUTURE PARKING  
(IF NEEDED)

CVC HOSPITALITY, BUILDING  
10,198 SF  
FFE = 126.50'

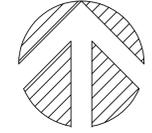
FUTURE PARKING  
(IF NEEDED)

557.86'

LOT 1

S.89°49'21"W.

NOTE:  
ALL UTILITIES ON-SITE SHALL  
BE PRIVATELY OWNED AND MAINTAINED



NORTH  
GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

- LEGEND
- INDICATES NUMBER OF PARKING IN ROW
  - INDICATES PROPOSED STRIPE TURN ARROW (WHITE)
  - INDICATES PROPOSED STRIPE TURN ARROW
  - INDICATES PROPOSED ASPHALT
  - INDICATES PROPOSED CONCRETE SIDEWALK

<b>DRAWN BY:</b>	SF
<b>DATE:</b>	02/17/15
<b>DWG. NO.:</b>	-
<b>APPVD. BY:</b>	PCO
<b>PROJ. NO.:</b>	-
<b>DWG.:</b>	-
<b>SCALE:</b>	1"=20'

REVISIONS		INITIAL
1	3/6/15	SF
2	5/28/15	EC
3	7/13/15	PC

**SHEET NO**  
**C5.0**  
6 OF 10

**SPECTRA ENGINEERING & RESEARCH, INC.**  
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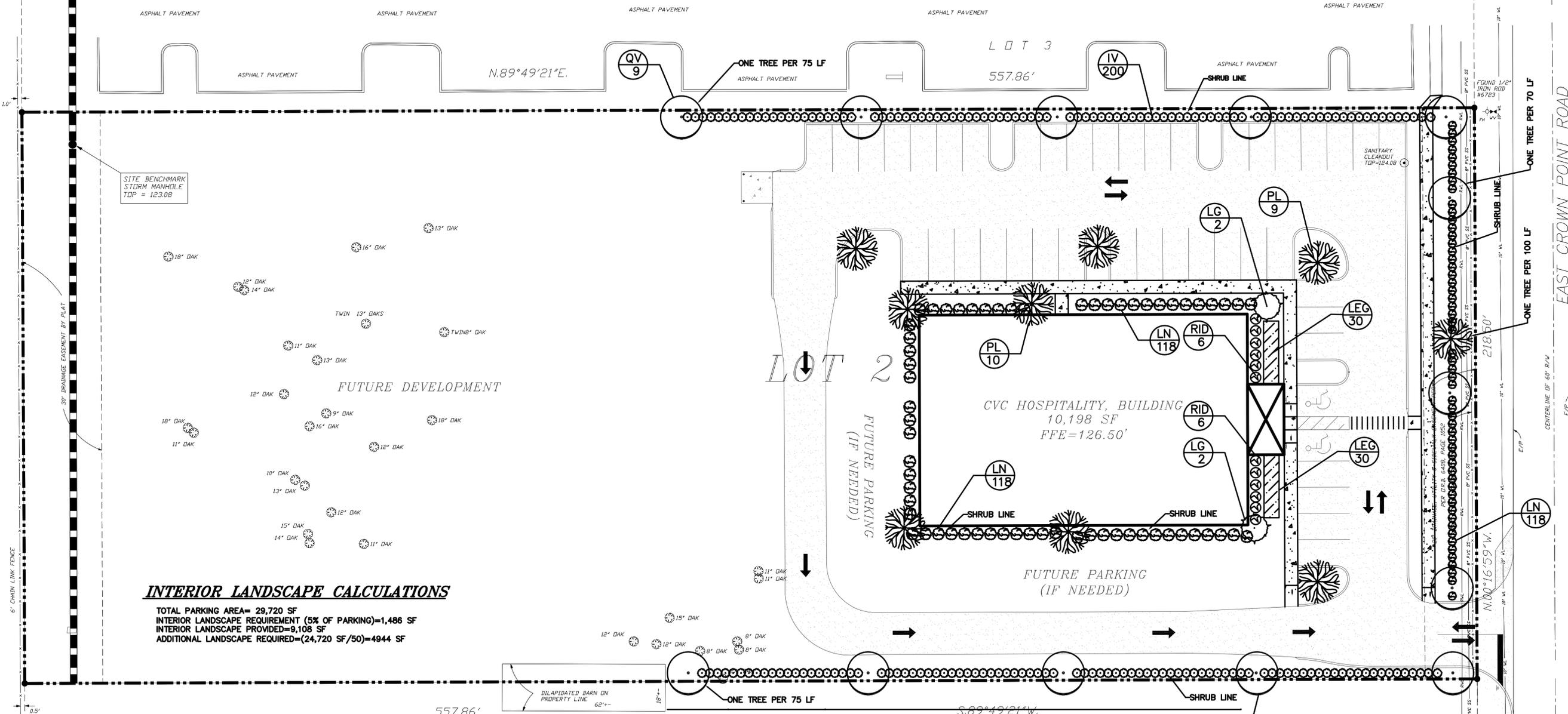
**PROJECT:**  
CVC HOSPITALITY, BUILDING  
330 EAST CROWN POINT RD.  
WINTER GARDEN, FLORIDA

**SHEET TITLE:**  
UTILITY PLAN

THIS PLAN IS NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED AND SEALED BY THE  
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PETER C. OKONKWO, P.E.  
FLA. REGISTRATION NO. 51459

218.50'

N.00°16'59"W.



**INTERIOR LANDSCAPE CALCULATIONS**

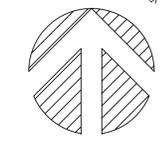
TOTAL PARKING AREA= 29,720 SF  
 INTERIOR LANDSCAPE REQUIREMENT (5% OF PARKING)=1,486 SF  
 INTERIOR LANDSCAPE PROVIDED=9,108 SF  
 ADDITIONAL LANDSCAPE REQUIRED=(24,720 SF/50)=4944 SF

**LANDSCAPING SCHEDULE**

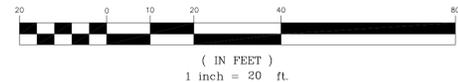
SYMBOL	ABBREVIATION	QUANTITY	BOTANICAL NOMENCLATURE	COMMON NAME	SIZE/SPAC./REM	MAINTENANCE	PLANT LIST	
	QV	9	QUERCUS VIRGINIANA	LIVE OAK	A.S. 13' HT., 30 GAL., 3 1/2" MIN. CAL. 5' SPD.	REACHES 30' HEIGHT AT MATURITY	C	
	PL	10	PRUNUS LUSITONICA	CHERRY LAUREL	A.S. 11' HT., 30 GAL., 3" MIN. CAL. 5' SPD.	REACHES 20' HEIGHT AT MATURITY	C	
SHRUBBERY								
	LN	92	LAURUS NOBILIS	SWEET BAY	HT. X 4-5' SPR., 2" CAL, 30 GAL.	DARK COLOR WITH INTENSE FOLIAGE WATCH FOR LEAF BLIGHT, APHIDS- NEEDS PLENTY OF WATER	N/A	
	IV	95	ILEX VOMITORIA	YALPON	36" TALL, 3 GAL., 3' O.C.	REACHES 36' HEIGHT AT MATURITY	N/A	
GROUND COVER								
	SOD	EREMOCHIAA OPHUROIDES	SOD ALL DISTURBED AREAS OF SITE NOT OTHERWISE PLANTED. EXISTING GROUND COVERS TO REMAIN					

**LANDSCAPING SCHEDULE**

SYMBOL	ABBREVIATION	QUANTITY	BOTANICAL NOMENCLATURE	COMMON NAME	SIZE/SPAC./REM	MAINTENANCE
	RID	12	RAPHIOLEDIS INDICA DWARF	DWARF INDIAN HAWTHORN	30"O.C., 3 GAL., 18"SPRD, WELL SHAPED, WITH DENSE COMPACT FORM, HEAVY FOLIAGE	PRUNE AFTER SPRING FLUSH MAINTAIN DESIRED FORM. WATCH FOR FUNGAL INFESTION
SHRUBBERY						
	LEG	60	LIRIOPE MUSCARE EVERGREEN GIANT	EVERGREEN GIANT LIRIOPE	24"O.C. FULL GAL., 16"HT., WITH HEAVY FOLIAGE	THINNING BY PLANT DIVISION MAY BE NECESSARY EVERY THREE TO FIVE YEARS WATCH FOR APHIDS AND POWDER MILDEW
	LJ	2	ILEX VOMITORIA	LIGUSTRUM JAPONICUM	A.S. 8' HT., 8" SPRD, WELL SHAPED MULTI-TRUNK TREE FORM "SPECIMEN" QUALITY AND SOOTY MOLD	PRUNE AFTER SPRING FLUSH TO MAINTAIN DESIRED TREE FORM. REMOVE SUCKERS GROWTH FROM BASE. WATCH FOR WHITE FLIES, SCALE



NORTH GRAPHIC SCALE



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 4455 DARDANELLE DR.-STE. D  
 ORLANDO, FLORIDA

PROJECT:  
**CVC HOSPITALITY, BUILDING**  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

SHEET TITLE:  
**LANDSCAPE PLAN**

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 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

DRAWN BY: SF  
 DATE: 02/17/15  
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 SCALE: 1"=20'

NO.	DATE	REVISIONS	INITIAL
1	3/6/15	PER CLIENT COMMENTS	SF
2	5/28/15	PER CLIENT REQUEST	EC

SHEET NO  
  
 7 OF 10

218.50'

N.00°16'59"W.

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

LOT 3

557.86'

N.89°49'21"E.

S.89°49'21"W.

557.86'

SITE BENCHMARK  
STORM MANHOLE  
TOP = 123.08

18" DAK

16" DAK

13" DAK

12" DAK

14" DAK

TWIN 13" DAKS

TWIN 8" DAK

11" DAK

13" DAK

12" DAK

9" DAK

16" DAK

18" DAK

12" DAK

10" DAK

13" DAK

15" DAK

14" DAK

11" DAK

15" DAK

12" DAK

12" DAK

8" DAK

8" DAK

27" DAK

11" DAK

11" DAK

41" DAK

SYMBOL	DESCRIPTION	SPECIFICATION
	WATER SOURCE	CITY WATER-1/2" METER REFER TO CIVIL DRAWINGS
	RPA VALVE	1/2" REDUCED PRESSURE ASSEMBLY
•	POP SPRAY	RAINBIRD 1812-SAM-PRS 570 SERIES
○	POP SPRAY	RAINBIRD 1806-SAM-PRS 570 SERIES PLASTIC MPR NOZZLES
⊕	CONTROLLER	RAINBIRD 1806-SAM-PRS 570 SERIES PLASTIC MPR NOZZLES
---	SLEEWING	4" SCH. 40 PVC
---	MAIN LINE	1/2" SCH. 40 PVC
⌘	GATE VALVE	BRASS BODY, MATCH PIPE SIZE

SYMBOL	RADIUS	MANUFACTURER	SPECIFICATION	FLOW (GPM)
A	10"Q	RAINBIRD TORO	1800 SERIES PLASTIC MPR NOZZLES 570 SERIES PLASTIC MPR NOZZLES	.65
B	10"H	RAINBIRD TORO	1800 SERIES PLASTIC MPR NOZZLES 570 SERIES PLASTIC MPR NOZZLES	1.30
F	15"H	RAINBIRD TORO	1800 SERIES PLASTIC MPR NOZZLES 570 SERIES PLASTIC MPR NOZZLES	1.85
H	15"F	RAINBIRD TORO	1800 SERIES PLASTIC MPR NOZZLES 570 SERIES PLASTIC MPR NOZZLES	3.7

PIPE SIZING LEGEND FOR PVC SCH. 40 PIPE

PIPE SIZE	MAX FLOW MAX GPM	VELOCITY F.P.S.	MAX PSI LOSS
1/2"	4 GPM	4.22	5.60
3/4"	8 GPM	4.80	5.14
1"	12 GPM	4.44	3.36
1 1/2"	38 GPM	4.72	2.72
2"	50 GPM	4.77	2.28

IRRIGATION NOTES:

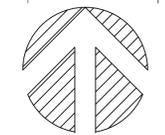
- LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, TV CABLE TV, ETC. PRIOR TO IRRIGATION INSTALLATION.
- INSTALL AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL NEW PLANTED AND GRASSED AREAS.
- IRRIGATION PIPING IS DIAGRAMMATICALLY ROUTED FOR CLARITY ± ROUTE TO AVOID CONFLICTS WITH OTHER UTILITIES, OR STRUCTURAL CONDITIONS. DESIGN MODIFICATIONS MAY BE MADE ONLY AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY AS ACCEPTABLE TO THE ENGINEER, CLIENT.
- ADJUST IRRIGATION HEAD COVERAGE TO ASSURE 100% COVERAGE.
- INSTALL SCHEDULE 40 PVC SLEEVES WHERE MAINS OR LATERALS ARE TO BE COVERED BY PAVING. COORDINATE PLACEMENT OF SLEEVES WITH THE GENERAL CONTRACTOR PRIOR TO BASE/PAVING INSTALLATION.
- BURY ALL MAINS AT A MINIMUM DEPT. OF .45 M BELOW GRADE. AREAS WHERE MAINS OCCUR BENEATH PAVING BURY MAINS .5144 M MIN. DEPTH.
- BURY ALL LATERALS AT A MINIMUM DEPTH OF .25 M BELOW GRADE.
- INSTALL VALVES IN AMTEK VP-10 VALVE BOXES.
- COORDINATE THE LOCATION OF THE IRRIGATION CONTROLLER WITH THE OWNER ELECTRICAL SERVICE (110 VOLT AC) SHALL BE SUPPLIED BY THE OWNER OF GENERAL CONTRACTOR.
- INSTALL REDUCED PRESSURE PRINCIPLE ASSEMBLY BACKFLOW PREVENTION DEVICE SIZE AS INDICATED ON THE PLAN/LEGEND. THE CONTRACTOR'S PRICE SHALL INCLUDE IRRIGATION METER AND TAP FEES.
- PROVIDE COMPLETE TYPEWRITTEN INSTRUCTIONS FOR THE IRRIGATION OPERATION AND MAINTENANCE.
- ALL POP-UP IRRIGATION HEADS SUBJECT TO AUTOMOBILE ENCROACHMENT SHALL BE POSITIONED 12 INCHES FROM THE EDGE OF PAVEMENT.
- EXPOSURE TO FREEZING CONDITIONS WILL RESULT IN THE IMPROPER FUNCTIONING OF THE BACKFLOW PREVENTION DEVICE. THE IRRIGATION BACKFLOW PREVENTION DEVICE SHALL BE PROTECTED WITH A "EZ" BOX OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATION.

IRRIGATION NOTES:

- LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, TV CABLE TV, ETC. PRIOR TO IRRIGATION INSTALLATION.
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- ALL POP-UP IRRIGATION HEADS SUBJECT TO AUTOMOBILE ENCROACHMENT SHALL BE POSITIONED 12 INCHES FROM THE EDGE OF PAVEMENT.
- EXPOSURE TO FREEZING CONDITIONS WILL RESULT IN THE IMPROPER FUNCTIONING OF THE BACKFLOW PREVENTION DEVICE. THE IRRIGATION BACKFLOW PREVENTION DEVICE SHALL BE PROTECTED WITH A "EZ" BOX OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATION.

IRRIGATION NOTES:

- LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, TV CABLE TV, ETC. PRIOR TO IRRIGATION INSTALLATION.
- INSTALL AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL NEW PLANTED AND GRASSED AREAS.
- IRRIGATION PIPING IS DIAGRAMMATICALLY ROUTED FOR CLARITY ± ROUTE TO AVOID CONFLICTS WITH OTHER UTILITIES, OR STRUCTURAL CONDITIONS. DESIGN MODIFICATIONS MAY BE MADE ONLY AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY AS ACCEPTABLE TO THE ENGINEER, CLIENT.
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NORTH  
GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

EAST CROWN POINT ROAD

CENTERLINE OF 60' R/W

R/W LINE

**SPECTRA ENGINEERING & RESEARCH, INC.**

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1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
Tel: (850)-656-9834 Fax: (850)-942-2717

CLIENT:

CVC HOSPITALITY, INC  
4455 DARDANELLE  
DR.-STE. D  
ORLANDO, FLORIDA

PROJECT:

CVC HOSPITALITY, BUILDING  
330 EAST CROWN POINT RD.  
WINTER GARDEN, FLORIDA

SHEET TITLE:

IRRIGATION PLAN

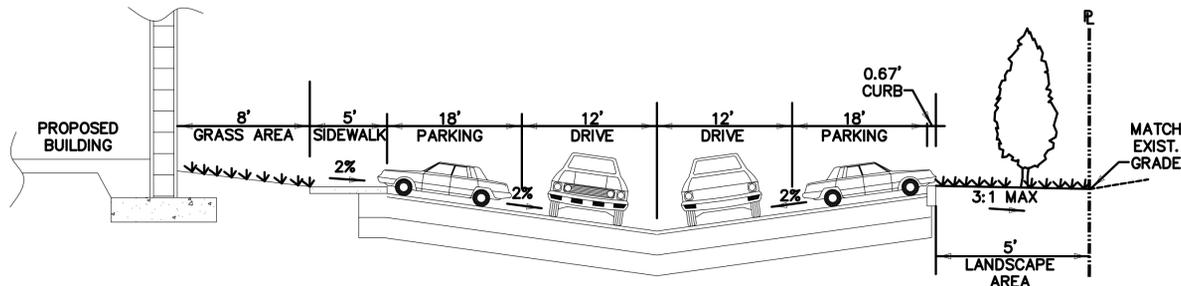
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PETER C. OKONKWO, P.E.  
FLA. REGISTRATION NO. 51459

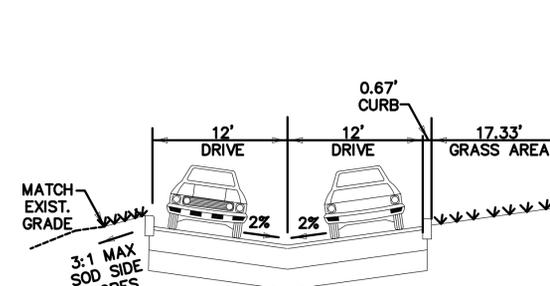
DRAWN BY: SF  
DATE: 02/17/15  
DWG. NO.:  
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NO.	DATE	REVISIONS	INITIAL
1	3/6/15	PER CLIENT COMMENTS	SF
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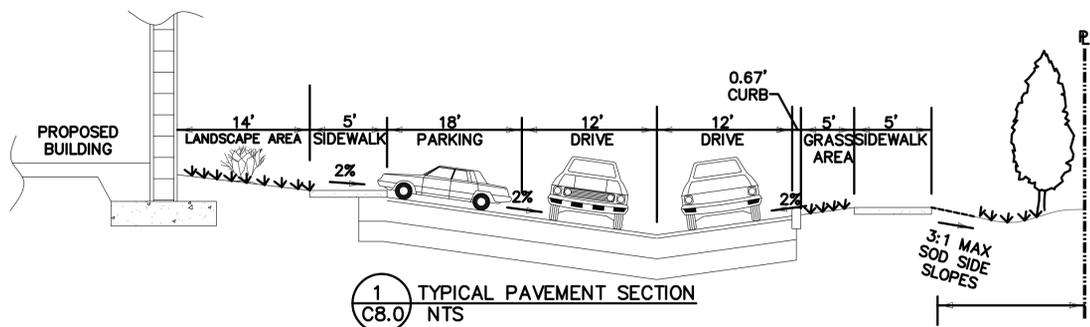
SHEET NO  
C7.0  
8 OF 10



1 TYPICAL PAVEMENT SECTION  
C8.0 NTS



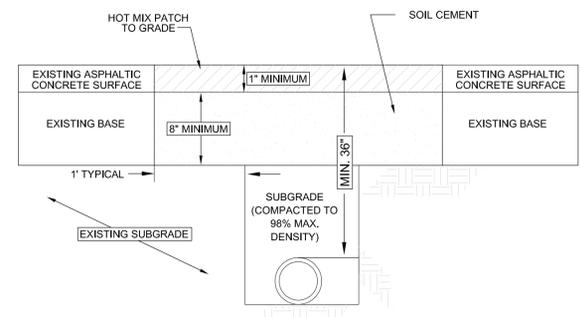
2 SECTION  
C8.0 NTS



1 TYPICAL PAVEMENT SECTION  
C8.0 NTS

DIMENSIONS & QUANTITIES																								
D	X	A	B	C	E	F	G	M					GRATE SIZES				CONCRETE (Cu. Yds.)				SODDING (Sq. Yds.)			
								Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	N	Standard Weight Pipe	Extra Strong Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe		
15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.63'	7.21'	9.79'	12.37'	1.19'					0.76	1.16	1.54	1.94	8	10	11	12
18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	7.75'	10.58'	13.42'	1.21'					0.85	1.28	1.71	2.17	9	10	12	13
24"	3'-5"	2.53'	7.18'	9.71'	7.03'	11'	1.73'	5.50'	8.92'	12.33'	15.75'	1.25'					1.02	1.58	2.15	2.75	10	12	13	15
30"	4'-3"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.08'	10.33'	14.58'	18.83'	1.29'					1.23	1.98	2.74	3.50	12	14	15	17
36"	5'-1"	2.87'	11.30'	14.16'	11.03'	15'	2.24'	6.67'	11.75'	16.83'	21.92'	1.33'					1.40	2.38	3.33	4.24	13	15	17	20
42"	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	13.25'	19.25'	25.25'	1.38'					1.60	2.83	4.04	5.26	14	17	19	22
48"	6'-9"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	7.83'	14.58'	21.33'	28.08'	1.42'					1.81	3.26	4.70	6.14	15	18	21	24
54"	7'-8"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	8.42'	16.08'	23.75'	31.42'	1.46'					2.03	3.78	5.54	7.28	17	20	23	27
60"	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	17.50'	26.00'	34.50'	1.50'					2.28	4.36	6.43	8.50	18	22	25	29

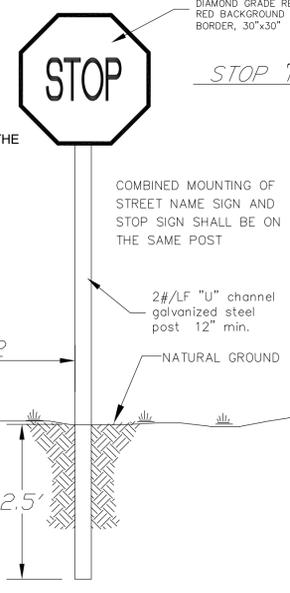
Δ 6.42' Δ 6.25' Dimensions permitted to allow use of 8" standard pipe lengths.  
 Δ 10.40' Δ 10.10' Dimensions permitted to allow use of 12" standard pipe lengths.  
 Δ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



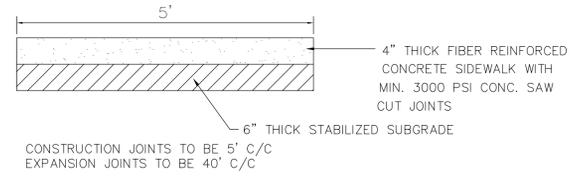
**LEGEND**

HOT MIX ASPHALT PATCH  
 8" MINIMUM SOIL CEMENT OR MATCH EXISTING, WHICHEVER IS GREATER.

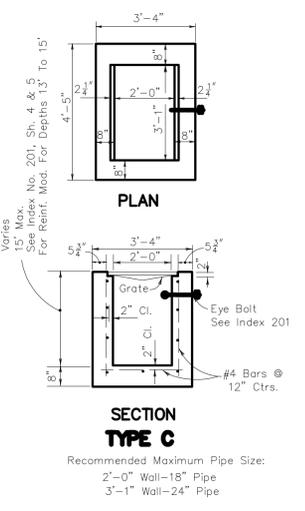
- NOTES:**
- SUBGRADE TO BE COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
  - BASE REPLACEMENT SHALL BE SOIL CEMENT COMPACTED TO 98%, AASHTO T-100.
  - TEMPORARY COLD PATCH TO BE APPLIED TO FINISHED GRADE.
  - MINIMUM HOT MIX ASPHALT PATCH SURFACE THICKNESS SHALL BE 1" OR AS APPROVED BY THE COUNTY OR CITY ENGINEER.
  - ALL JOINT CUTS SHALL BE MECHANICALLY SAW CUT.
  - ADDITIONAL REQUIREMENTS MAY BE STATED ON THE APPROVED PERMIT.
  - DENSITY RESULTS SHALL BE PROVIDED TO THE CITY, COUNTY OR FDOT AS REQUIRED.
  - 1' SETBACK OF BASE REMOVAL IS PERFORMED AFTER THE TRENCH IS BACKFILLED AND COMPACTED TO SUBGRADE.



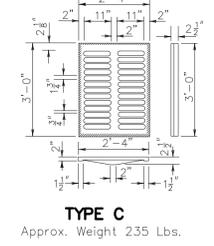
TYPICAL STOP SIGN  
DETAIL



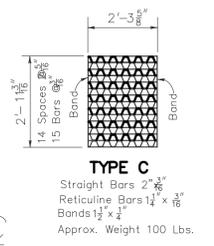
CONCRETE SIDEWALK



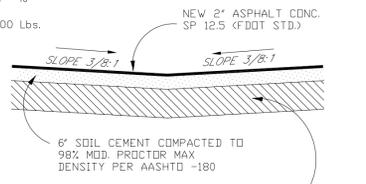
SECTION  
TYPE C  
Recommended Maximum Pipe Size:  
2'-0" Wall-18" Pipe  
3'-1" Wall-24" Pipe



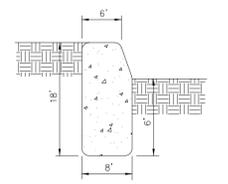
TYPE C  
Approx. Weight 235 Lbs.



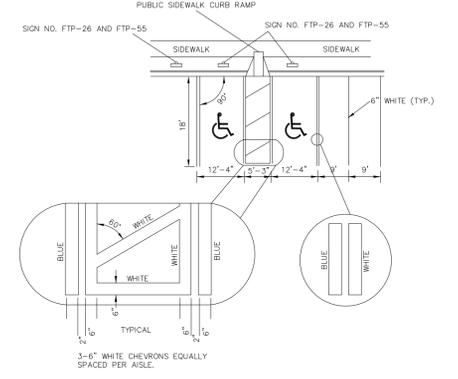
TYPE C  
Straight Bars 2" x 3/8"  
Reticule Bars 1 1/4" x 3/8"  
Bands 1 1/2" x 1"  
Approx. Weight 100 Lbs.



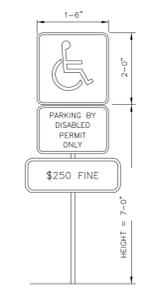
TYPICAL PAVEMENT SECTION  
SCALE: NOT TO SCALE



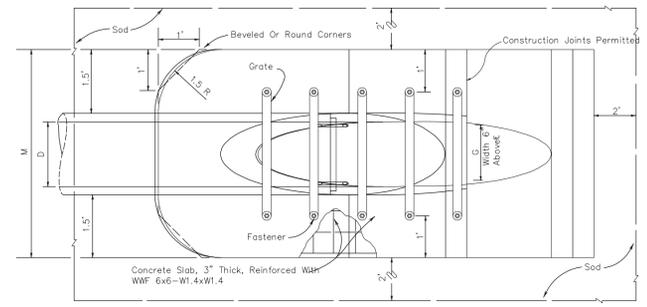
TYPICAL HEADER CURB  
SCALE: NTS  
FDOT INDEX 300



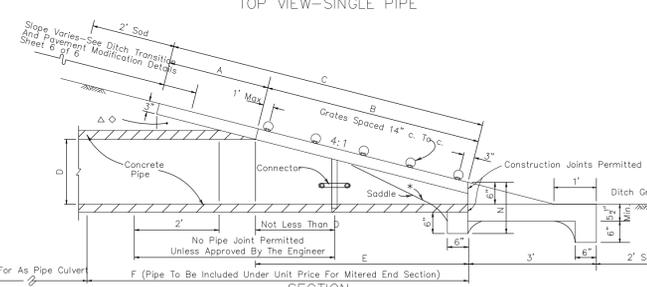
GENERAL HANDICAP MARKINGS  
DETAIL



HANDICAPPED SIGN



TOP VIEW-SINGLE PIPE



SECTION F (Pipe To Be Included Under Unit Price For Mitered End Section)

**SPECTRA ENGINEERING & RESEARCH, INC.**  
 NBR# = LB5698 CA# = 5698  
 CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
 1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
 Tel: (850)-656-9834 Fax: (850)-942-2717

**CLIENT:**  
 CVC HOSPITALITY, INC  
 4455 DARDANELLE  
 DR.-STE. D  
 ORLANDO, FLORIDA

**PROJECT:**  
 CVC HOSPITALITY BUILDING  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

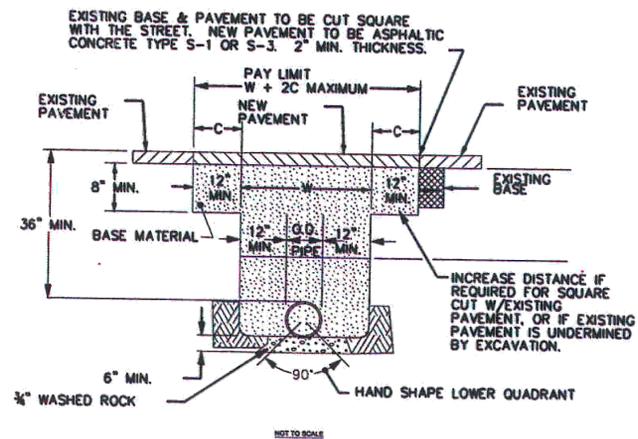
**SHEET TITLE:**  
 PAVING, GRADING,  
 AND DRAINAGE  
 DETAILS

THIS PLAN IS NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE ENGINEER OF RECORD.  
 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

**DRAWN BY:** SF  
**DATE:** 02/17/15  
**DWG. NO.:** 15-009  
**APPVD. BY:** PCO  
**PROJ. NO.:** 15-009  
**DWG. SCALE:** 1"=20'

REVISIONS	INITIAL

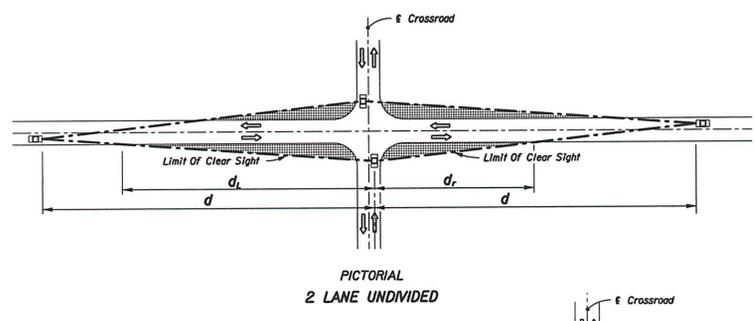
**SHEET NO**  
 C8.0  
 9 OF 10



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

ALL BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY.

**PAVEMENT RESTORATION DETAIL**



Design Speed (mi/h)	d	d <sub>L</sub>	d <sub>R</sub>
30	335	240	150
35	350	275	175
40	445	325	200
45	500	350	225
50	555	390	250
55	600	430	275
60	655	470	300
65	720	500	325

Design Speed (mi/h)	d	d <sub>L</sub>	d <sub>R</sub>
30	420	295	180
35	490	345	220
40	560	395	260
45	630	445	280
50	700	495	310
55	770	545	345
60	840	595	375
65	910	645	405

Design Speed (mi/h)	d	d <sub>L</sub>	d <sub>R</sub>
30	500	360	225
35	590	420	265
40	680	480	305
45	765	540	340
50	845	600	375
55	930	660	415
60	1015	720	450
65	1100	780	490

SIGHT DISTANCE (d) AND RELATED DISTANCES (d<sub>L</sub>, d<sub>R</sub>) (FEET)  
 2 LANE UNDIVIDED

**GENERAL NOTES**

- Details apply to both rural and urban intersections under stop sign control or flashing beacon control. For full signal controlled intersections see design sheet 514.
- Sight distance (d) applies to round and skewed intersections intersecting angles between 60° and 100°, and where vertical curve information is provided. Sight distance (d<sub>L</sub>) is measured along the major roadway from the center of the roadway to the center of the roadway (left or right) of the minor roadway. Distance d<sub>R</sub> and d<sub>L</sub> are measured from the centerline of the roadway to a point on the edge of the minor roadway to a point on the major roadway. Distance d<sub>L</sub> is measured from the centerline of the roadway to a point on the major roadway to a point on the major roadway.
- The limits of clear sight distance as shown throughout this detail shall be maintained. See WADOT DETAIL SHEET 514.
- Clear sight triangles shall be provided between vehicles at intersections and vehicles on the major roadway within distances W, W + 2C, and W + 2C + 20'. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway.
- Where necessary, sight triangles shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway.

**DESIGN NOTES**

- The information shown on this sheet is intended solely for the purpose of clear sight triangle and placement of flashing beacons, stop signs and advance stop signs and is not intended to be used to establish roadway or utility design or to establish the location of utility structures. An example of sight distance shall be illustrated for all intersections.
- Details are based on the accuracy of the design data provided. The designer shall be responsible for the accuracy of the design data provided. The designer shall be responsible for the accuracy of the design data provided.
- The minimum sight triangle shall be provided at all intersections. The minimum sight triangle shall be provided at all intersections. The minimum sight triangle shall be provided at all intersections.
- For roundabouts, sight triangles shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway. For roundabouts, the sight triangle shall be provided between vehicles on the major roadway and vehicles on the minor roadway.
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Description	Speed (mi/h)									
	30	35	40	45	50	55	60	65	70	75
Within Limits of Sight Triangle (Feet)	140	150	160	170	180	190	200	210	220	230
Minimum Spacing (Feet)	22	24	26	28	30	32	34	36	38	40

Notes and spacings are based on the following conditions:  
 (1) A 20' spacing of trees in the median or shoulder to help cut necessary cutbacks with the vehicle.  
 (2) A 20' spacing of trees in the median or shoulder to help cut necessary cutbacks with the vehicle.  
 (3) A 20' spacing of trees in the median or shoulder to help cut necessary cutbacks with the vehicle.  
 (4) A 20' spacing of trees in the median or shoulder to help cut necessary cutbacks with the vehicle.  
 (5) A 20' spacing of trees in the median or shoulder to help cut necessary cutbacks with the vehicle.

**SPECTRA ENGINEERING & RESEARCH, INC.**  
 NBR# = LB5698 CA# = 5698  
 CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
 1315 E. Lafayette Street, Suite B, Tallahassee, Florida 32301  
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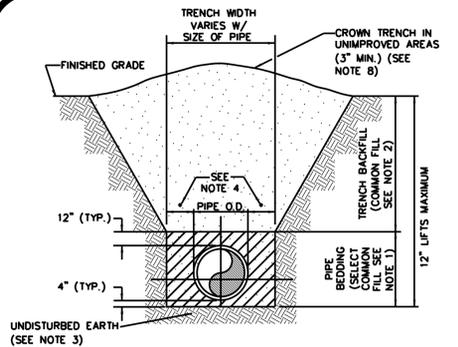
CLIENT: **CVC HOSPITALITY, INC**  
 4455 DARDANELLE DR.-STE. D  
 ORLANDO, FLORIDA

PROJECT: **CVC HOSPITALITY BUILDING**  
 330 EAST CROWN POINT RD.  
 WINTER GARDEN, FLORIDA

SHEET TITLE: **PAVING, GRADING, AND DRAINAGE DETAILS**

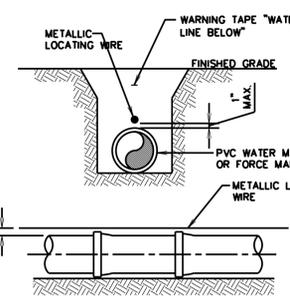
THIS PLAN IS NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE ENGINEER OF RECORD.  
 PETER C. OKONKWO, P.E.  
 FLA. REGISTRATION NO. 51459

DRAWN BY: SF	DATE: 02/17/15	REVISIONS	INITIAL	SHEET NO <b>C9.0</b> 10 OF 10
DWG. NO.: 15-009	APPVD. BY: PCO	2 5/28/15 PER CLIENT REQUEST	EC	
PROJ. NO.: 15-009	DWG. SCALE: NTS			



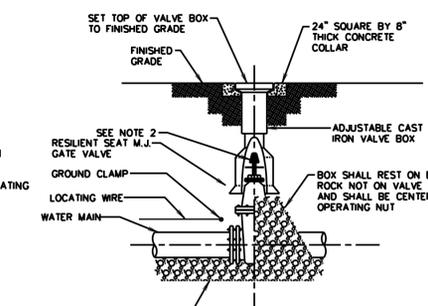
- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.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

**STANDARD BEDDING DETAIL**  
N.T.S.



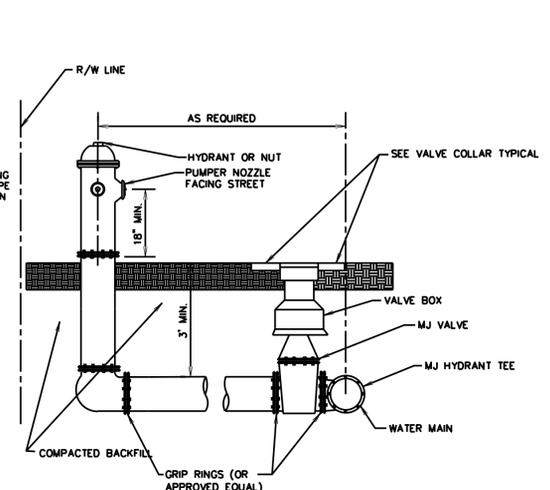
- NOTES:**
- PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
  - LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 1/2" SO AS NOT TO INTERFERE WITH VALVE OPERATION.

**PVC PIPE LOCATING WIRE DETAIL**  
N.T.S.

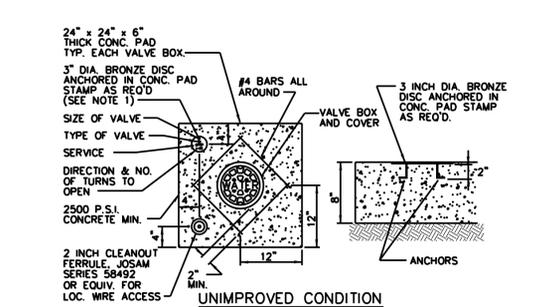


- GENERAL NOTES:**
- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
  - THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

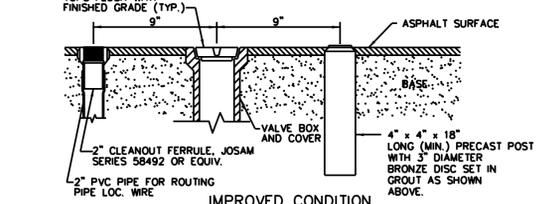
**GATE VALVE AND VALVE BOX DETAIL**  
N.T.S.



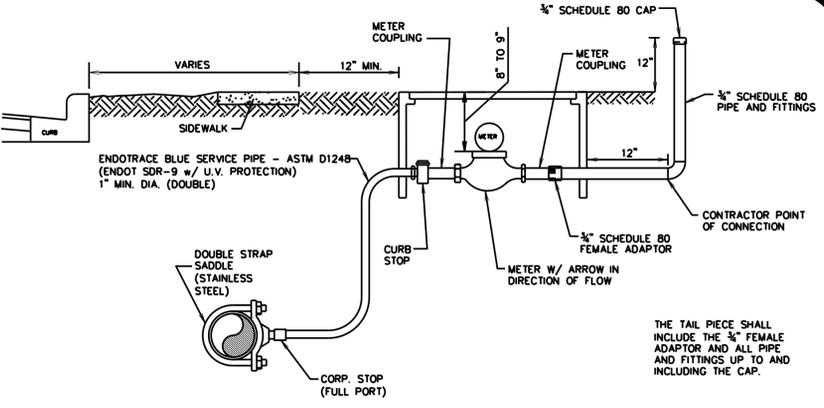
**FIRE HYDRANT ASSEMBLY DETAIL**  
N.T.S.



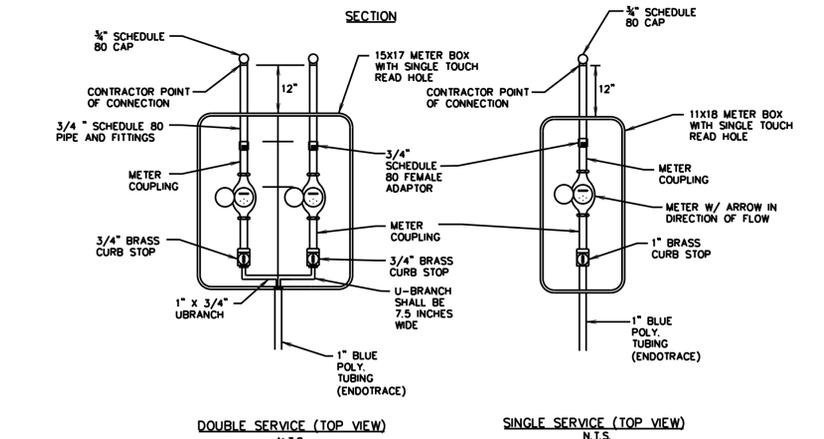
**VALVE BOX COLLAR**  
N.T.S.



**VALVE BOX COLLAR**  
N.T.S.



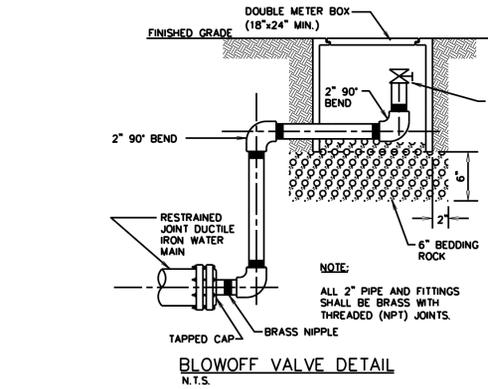
**DOUBLE SERVICE (TOP VIEW)**  
N.T.S.



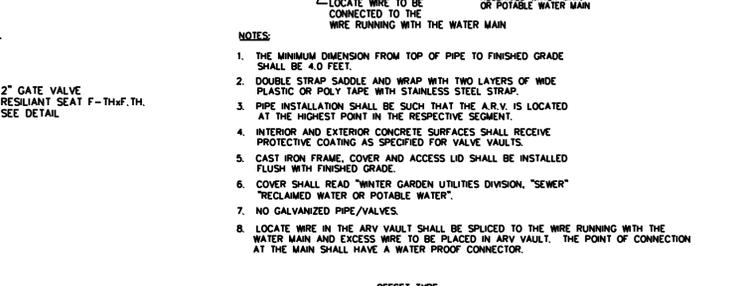
**SINGLE SERVICE (TOP VIEW)**  
N.T.S.

- NOTES:**
- ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  - NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  - EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
  - ALL SERVICE LINES SHALL BE POLY ENDTRACE PIPE AND SHALL BE BLUE IN COLOR W/WIRE.
  - THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
  - IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

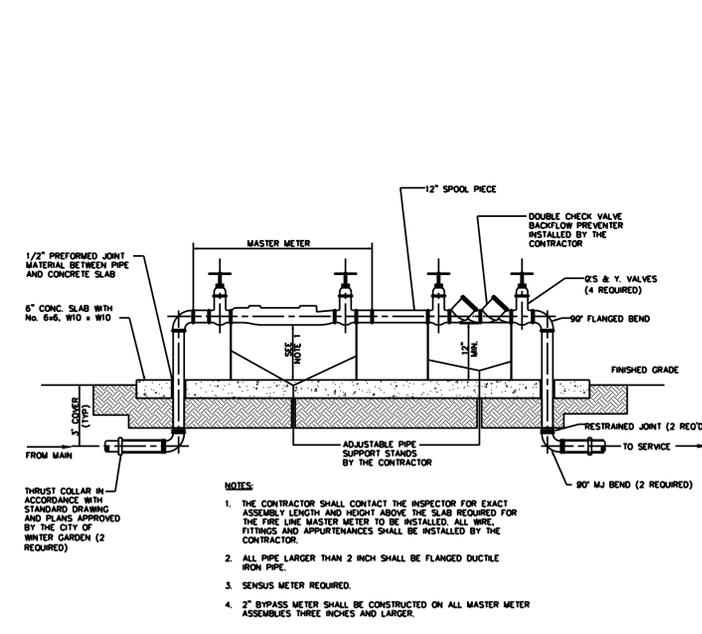
**POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL**  
N.T.S.



**BLOWOFF VALVE DETAIL**  
N.T.S.

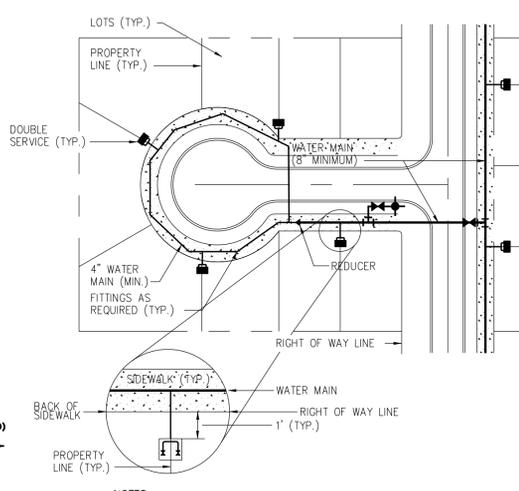


**AIR RELEASE VALVE ASSEMBLY**  
N.T.S.



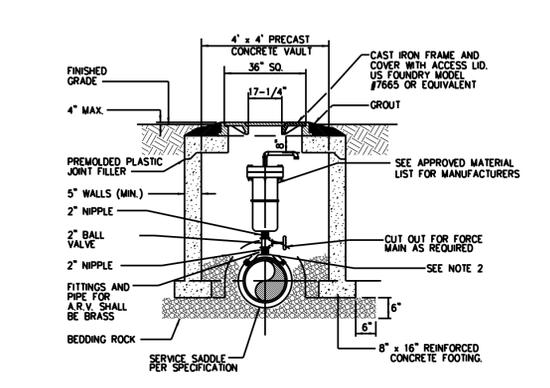
- NOTES:**
- THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE FIRE LINE MASTER METER TO BE INSTALLED. ALL WIRE FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
  - ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON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

**MASTER METER ASSEMBLY**  
N.T.S.



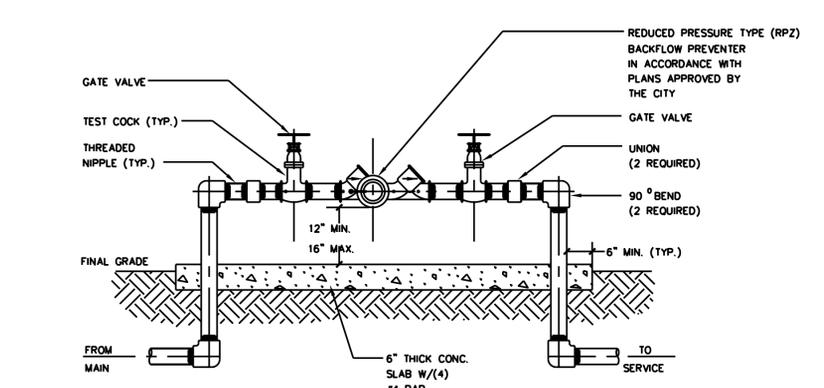
- NOTES:**
- ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
  - METER BOX TO BE INSTALLED BY THE CONTRACTOR.

**CUI-DE-SAC LOOPING AND METER BOX PLACEMENT DETAIL**  
N.T.S.



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

**POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT**  
N.T.S.



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

**BACKFLOW PREVENTER DETAIL**  
N.T.S.

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

DATE	ITEM	NO.	DESCRIPTION
4/3/14 <td>1 <td>WATER SERVICE <td></td> </td></td>	1 <td>WATER SERVICE <td></td> </td>	WATER SERVICE <td></td>	
4/3/14 <td>2 <td>ARY DETAILS <td></td> </td></td>	2 <td>ARY DETAILS <td></td> </td>	ARY DETAILS <td></td>	

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



STANDARD DETAILS FOR POTABLE WATER SYSTEMS

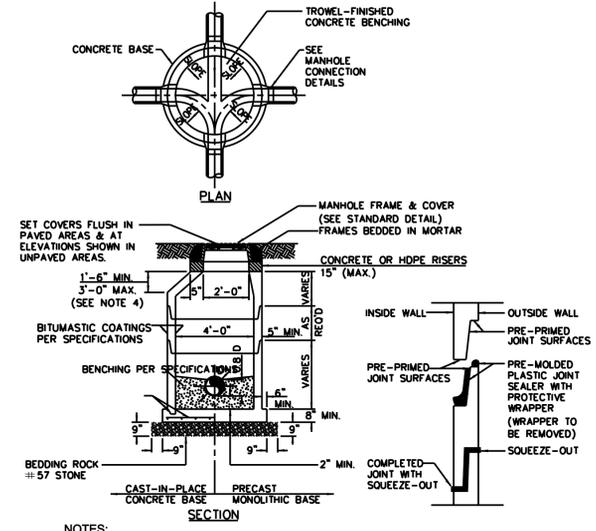
DATE	4/7/14
ITEM	
1	SANITARY MANHOLE
2	OFFSET ARV DETAIL
DATE	4/7/14

City of Winter Garden, Florida  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



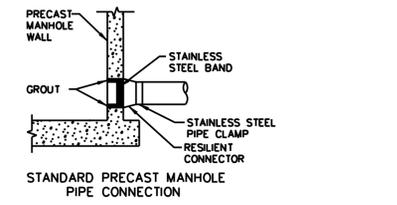
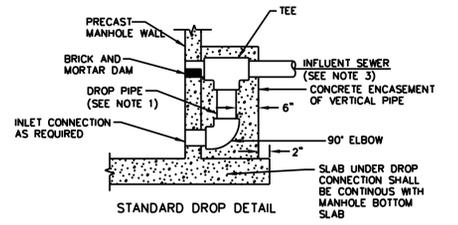
STANDARD DETAILS FOR WASTEWATER SYSTEMS

DATE	JANUARY 2008
SHEET	3
	3 OF 10



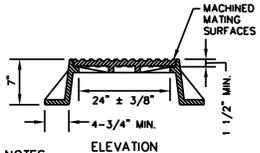
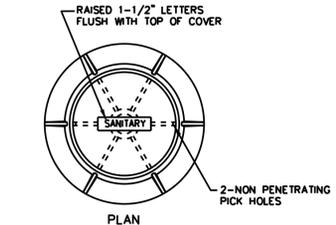
- NOTES:**
- DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
  - E-Z RAPP OUTSIDE ALL JOINTS
  - GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
  - NO CONES OVER 3 FT.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

**PRECAST CONCRETE SANITARY MANHOLE**  
N.T.S.



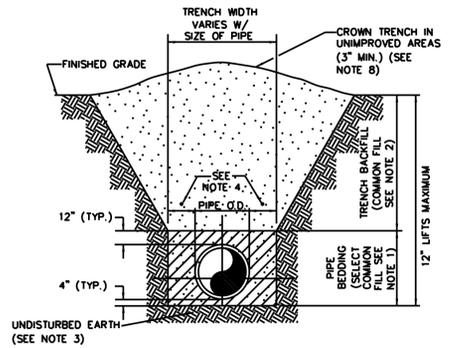
- NOTES:**
- DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
  - AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THEN MANHOLE INVERT.

**SANITARY MANHOLE CONNECTION DETAILS**  
N.T.S.



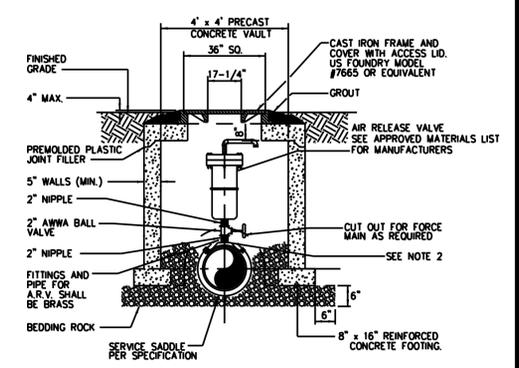
- NOTES:**
- MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP. OR APPROVED EQUIV.
  - RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFVHS) REQUIRED.

**STANDARD MANHOLE FRAME AND COVER**  
N.T.S.



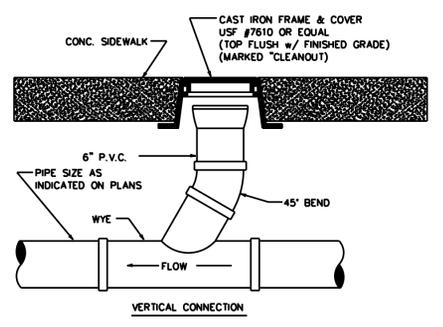
- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.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

**STANDARD BEDDING DETAIL**  
N.T.S.

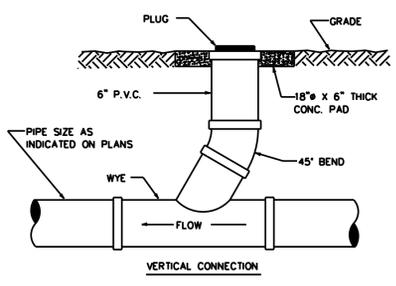


- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.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

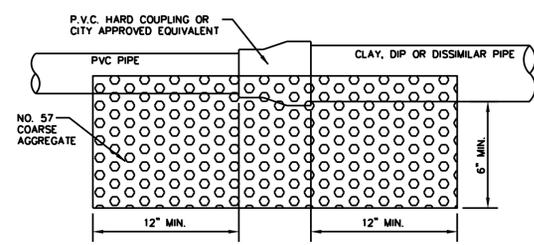
**SEWAGE COMBINATION AIR VALVE (SCAV) AND VALVE VAULT**  
N.T.S.



**CLEAN OUT DETAIL FINISHED BUILDOUT (IN PAVED AREA)**  
N.T.S.

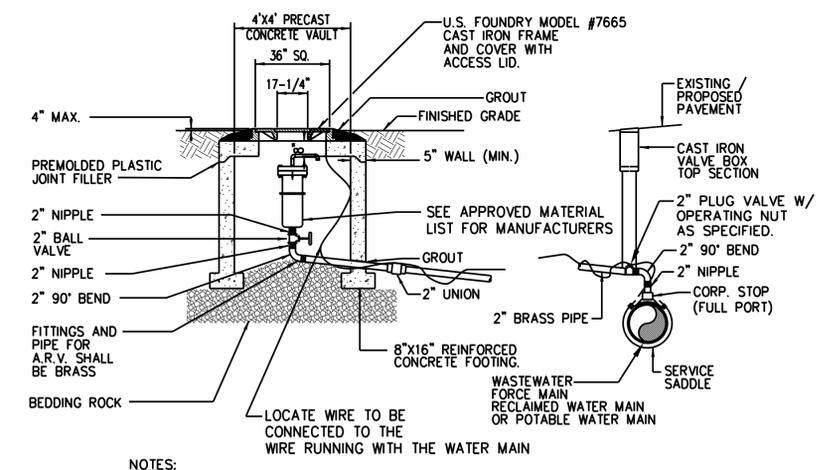


**CLEAN OUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)**  
N.T.S.



- NOTE:**
- FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
  - HARBCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

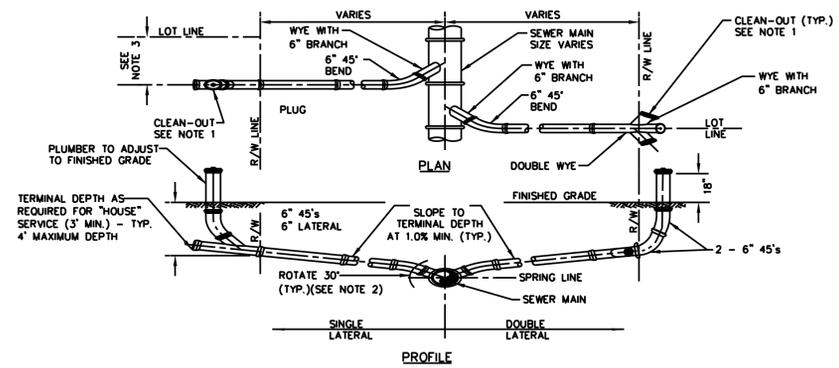
**SEWER MAIN CONNECTION DETAIL**  
N.T.S.



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

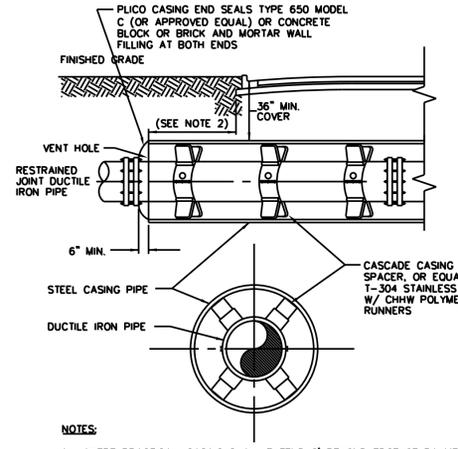
**OFFSET TYPE AIR RELEASE VALVE ASSEMBLY**

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



- NOTES:**
- CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
  - INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
  - WYES AND 45° BENDS SHALL BE PVC (SDR 26).
  - LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.

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



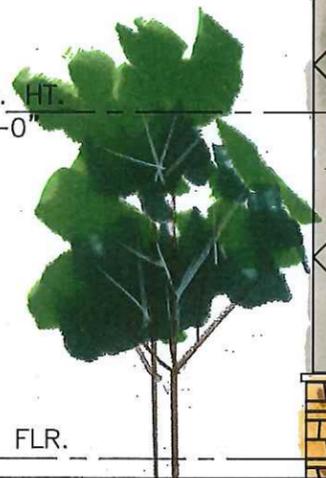
- NOTES:**
- WHERE PRACTICAL, CASING SHALL EXTEND 8' BEYOND EDGE OF PAYMENT AND SHALL NOT BE LESS THAN 6' BEYOND EDGE OF PAYMENT IN ANY CASE.
  - CASING SPACERS AND END SEALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  - DESIGN ENGINEER TO DETERMINE NEED FOR SACRIFICIAL ANODE (S) FOR CORROSION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

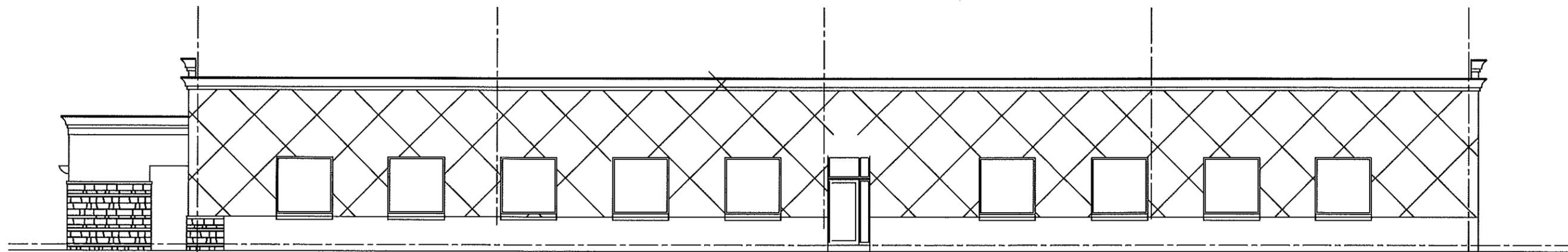
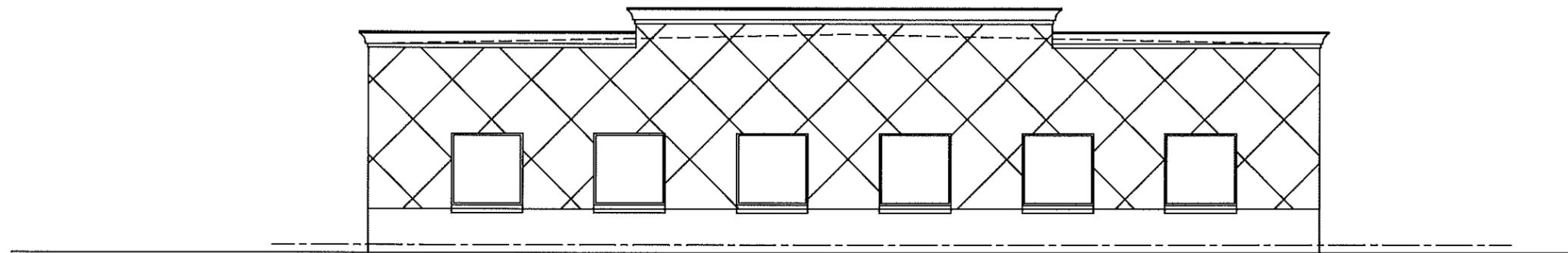
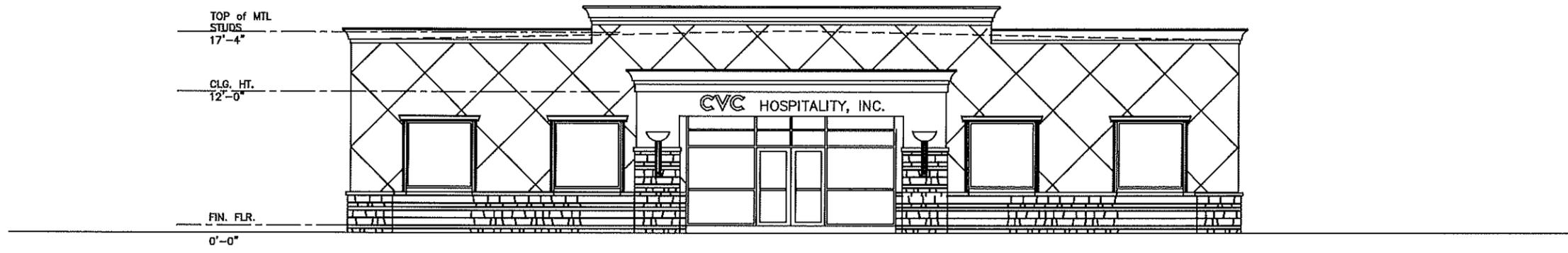
**BORE AND JACK DETAIL**  
N.T.S.

TOP of MTL  
STUDS  
17'-4"

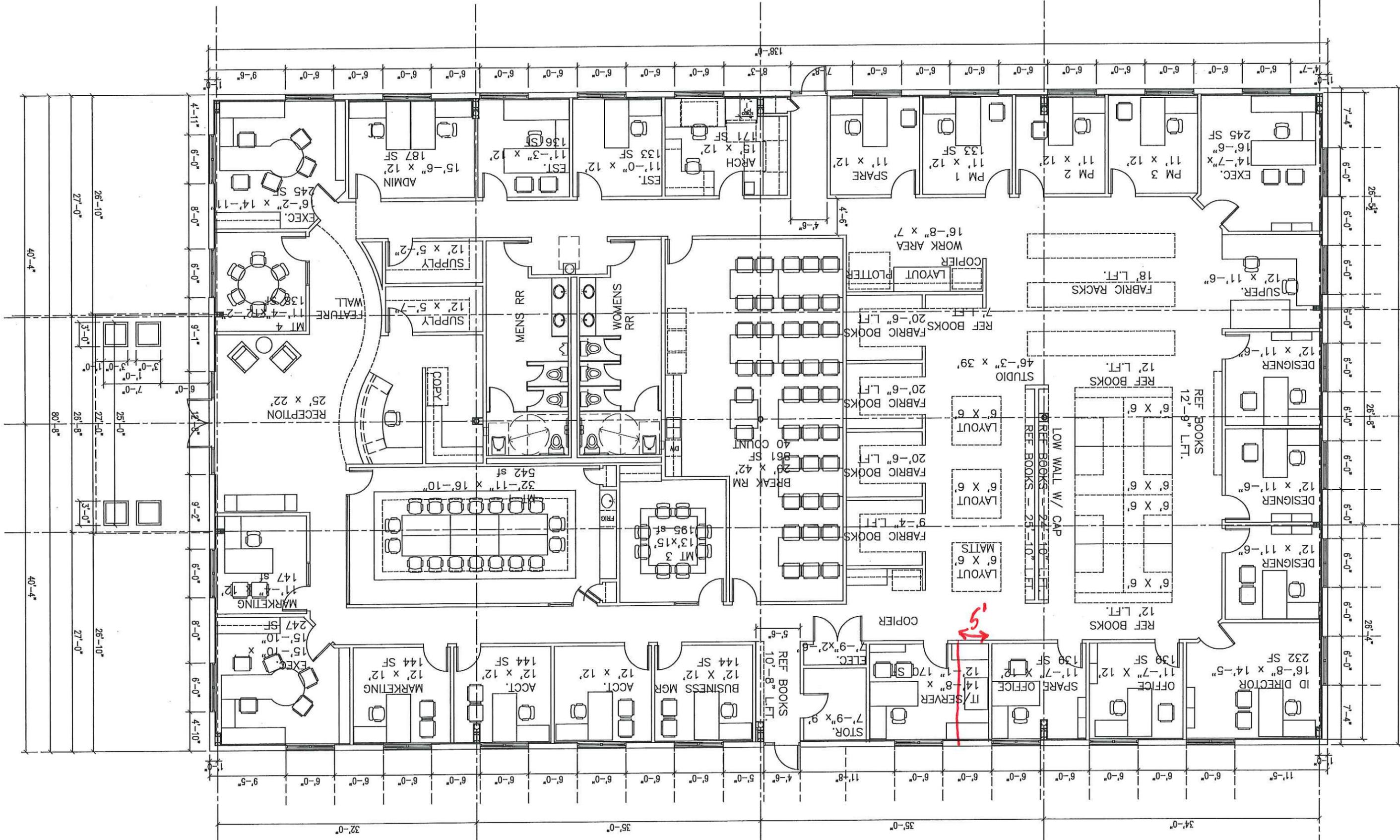
CLG. HT.  
12'-0"

FIN. FLR.  
0'-0"









EXEC. 245 SF  
16'-6" x 14'-7"

PM 3 11' x 12'

PM 2 11' x 12'

PM 1 11' x 12' 133 SF

SPARE 11' x 12'

EST. 11'-0" x 12' 133 SF

EST. 11'-3" x 12' 136 SF

ADMIN 15'-6" x 12' 187 SF

SUPER. 12' x 11'-6"

FABRIC RACKS 18' L.F.T.

WORK AREA 16'-8" x 7'

COPIER LAYOUT

PLOTTER LAYOUT

WOMENS RR

MENS RR

SUPPLY 12' x 5'-2"

SUPPLY 12' x 5'-7"

RECEPTION 25' x 22'

MT 4 138 SF

DESIGNER 12' x 11'-6"

REF BOOKS 12' L.F.T.

STUDIO 46'-3" x 39'

FABRIC BOOKS 20'-6" L.F.T.

FABRIC BOOKS 20'-6" L.F.T.

BREAK RM 29' x 42' 861 SF

WOMENS RR

MENS RR

COPIER

RECEPTION 25' x 22'

MT 4 138 SF

DESIGNER 12' x 11'-6"

REF BOOKS 12' L.F.T.

LAYOUT 6' x 6'

FABRIC BOOKS 20'-6" L.F.T.

FABRIC BOOKS 20'-6" L.F.T.

BREAK RM 29' x 42' 861 SF

WOMENS RR

MENS RR

COPIER

RECEPTION 25' x 22'

MT 4 138 SF

DESIGNER 12' x 11'-6"

REF BOOKS 12' L.F.T.

LAYOUT 6' x 6'

FABRIC BOOKS 20'-6" L.F.T.

FABRIC BOOKS 20'-6" L.F.T.

BREAK RM 29' x 42' 861 SF

WOMENS RR

MENS RR

COPIER

RECEPTION 25' x 22'

MT 4 138 SF

ID DIRECTOR 16'-8" x 14'-5" 232 SF

REF BOOKS 12' L.F.T.

OFFICE 11'-7" x 12' 139 SF

OFFICE 11'-7" x 12' 139 SF

SPARE 11'-7" x 12' 139 SF

IT/SERVER 14'-8" x 12' 170 SF

STOR. 7'-9" x 9'

ELEC. 7'-9" x 2'-6"

REF BOOKS 10'-8" L.F.T.

BUSINESS MGR 12' x 12' 144 SF

ACCT. 12' x 12' 144 SF

ACCT. 12' x 12' 144 SF

MARKETING 15'-10" x 15'-10" 247 SF

EXEC. 15'-10" x 15'-10" 247 SF

MARKETING 11'-4" x 12' 147 SF



**THE CITY OF WINTER GARDEN**  
**City Commission AGENDA ITEM**

**From:** Mike Bollhoefer, City Manager

**Date:** 08/10/15

**Meeting Date:** 08/13/15

**Subject:** Franchise agreement with Lake Apopka Natural Gas (LANG)

**Issue:** The franchise agreement with LANG expired and they have submitted a new agreement. The new agreement is substantially the same as the previous agreement with one primary difference. The new agreement has language that states that LANG retains its right to sovereign immunity. This caps lawsuit payouts to LANG to \$200,000 per person and \$300,000 aggregate.

Our insurance provides us up to \$5 million in protection that should be sufficient for any incidents caused by LANG; however, our insurance does not cover for pollution liability for incidents caused by LANG. We do not believe this insurance is necessary; however, if it is determined we need this insurance in the future we can purchase it for approximately \$5,000.

**Recommendation:** Approve the Franchise agreement with Lake Apopka Natural Gas.

## **NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT**

**THIS NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT** (hereinafter the “Franchise Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, (hereinafter referred to as “City”), and the **LAKE APOPKA NATURAL GAS DISTRICT**, an independent special district organized and existing under the laws of the State of Florida, (hereinafter referred to as the “Franchisee”), for the purposes of granting a non-exclusive franchise for the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas within the City, or the portion thereof hereinafter described, all subject to the terms and conditions set forth herein.

### **Section 1: Grant of Non-Exclusive Franchise.**

In consideration of the agreement of the Franchisee to (i) pay to the City the franchise fee set forth in Section 8 hereof, and (ii) otherwise comply with the terms and conditions of this Franchise Agreement, the City does hereby grant to Franchisee, for a period of ten (10) years from the date of this Franchise Agreement, the non-exclusive right, privilege and franchise to manufacture, import, transport, distribute, and sell manufactured or natural gas (hereinafter referred to generally as “Gas”) within the boundaries of the City as the same now exist or may hereafter be extended or contracted (hereinafter referred to as “Franchise Area”) and for that purpose to establish the necessary facilities and equipment and to maintain a manufacturing plant, gas mains, service pipes, and other appurtenances necessary to the manufacture, sale, transportation, and distribution of Gas in, under, upon, across, and along the present and future streets, alleys, avenues, bridges, easements, or other public places or ways of the City within the Franchise Area, and to do all things which are reasonable, necessary, or customary in the accomplishment of this objective; subject, however, to the further provisions of this Franchise Agreement. Notwithstanding the foregoing, before Franchisee shall establish any plant in the City for the manufacture of gas, the Franchisee shall first obtain the approval of the City as to the location thereof and shall comply with all applicable statutes, laws, ordinances, rules, and regulations. No such plant shall be constructed or operated in violation of the zoning and building ordinances of the City.

### **Section 2: Obstructing Streets.**

The Franchisee shall exercise its privileges herein subject at all times to the police power of the City and shall not unnecessarily or unreasonably obstruct the use of, or injure, any street, avenue, alley, or other public place in any way, and shall, upon completion of any construction or repair, restore all streets, avenues, alleys, or other public places or ways of the City which shall be opened by it or its agents or employees for the purpose of laying, placing, or repairing its gas mains or service pipes to as nearly the same order and condition as they were before the excavation was made as is reasonably possible and to preserve them in this condition for twelve months. Any obstruction of any street, avenue, alley, or other public place or way or any failure to properly fill and maintain a street, avenue, alley, or other public place after excavation, after proper notice of ten days from the City to Franchisee demanding removal or repair, may be taken care of by the City and the costs thereof, plus ten percent for administering and engineering expense, shall be charged against the Franchisee. Except in cases of emergency, Franchisee shall give the City three days notice prior to

conducting any excavation or work within any public right of way.

**Section 3: Plats.**

Prior to the laying or relaying of any gas mains pursuant to this Franchise Agreement, the Franchisee shall present to the City a complete plat showing the location and size of all proposed mains. The construction, location, or relocation of all facilities or any other construction or installation made and effected by the Franchisee by virtue of this Franchise Agreement shall be made under the supervision of, and with the approval of, such representatives as the City may designate for such purpose, but not so as to unreasonably interfere with the proper operation of the Franchisee's facilities and service.

**Section 4: Indemnification.**

Franchisee, to the extent of the waiver of sovereign immunity provided by and limited by Section 768.28, Florida Statutes, shall indemnify, defend, and hold completely harmless the City and its elected representatives, officers, employees, and agents from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs, and expenses (including, but not limited to, all costs for investigation and defense thereof, court costs, expert fees, reasonable attorney fees and paralegal fees, and reasonable attorney fees and paralegal fees on appeal) which may be incurred by, charged to, or recovered from any of the foregoing:

(i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to, or death of any person resulting from or arising out of the performance under this Franchise Agreement, or the acts or omissions of Franchisee's officers, agents, employees, subcontractors, licensees, or invitees regardless of where the damage, destruction, injury, or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, cost, or expense was proximately caused by the City's negligence or

(ii) arising out of the failure of Franchisee to keep, observe, or perform any of the covenants or agreements herein to be kept, observed, or performed by Franchisee, or

(iii) by reason or on account of death, injury, or damage to persons or property arising out of the construction, maintenance, repair, or operation of Franchisee's property or due to the negligence of the Franchisee or its agents or employees in operating its property.

Provided, however, that nothing in this Section Four (4) is intended to, nor shall be construed to, waive the sovereign immunity of either the Franchisee or Franchisor, nor is it intended to, nor shall be construed to, expand the liability or obligations of the Franchisee or Franchisor beyond the limited waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Further, nothing in this Section Four (4) waives or modifies any requirement, right, or obligation that may not be waived or modified under the law.

Moreover, nothing in this Agreement shall be construed to give any person other than the parties any legal or equitable right, remedy or claim under or with respect to this Franchise Agreement or any provision of this Franchise Agreement. Neither the City nor Franchisee intends to directly or indirectly benefit a third party by this Franchise Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Franchise Agreement, and that no third party shall be entitled to assert a claim against either of them based upon this Franchise Agreement.

City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the

term of this Franchise Agreement with respect to any acts or omissions occurring during the term of the Franchise Agreement.

### **Section 5: Insurance.**

(A) Franchisee shall, without expense to the City, obtain and maintain throughout the term of this Franchise Agreement:

(i) Comprehensive automobile insurance covering any motor vehicle operated by or on behalf of the Franchisee including owned autos, non-owned autos and hired autos; and

(ii) Comprehensive general liability insurance (including but not limited to contractual, independent contractors, broad form property damage, and personal injury, as applicable, and such other coverage as may from time to time be generally issued by insurance companies for businesses similar to that engaged in by the Franchisee in the performance of this Franchise Agreement which the City may reasonably require) protecting Franchisee, the City, and the City's elected representatives, members of the Commission, officers, agents, and employees from and against any and all liabilities arising out of or relating to Franchisee's performance of this Franchise Agreement whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable; and

(iii) Workers compensation or similar insurance affording the required statutory coverage and limits.

(B) Such policies shall be with a company or companies which have and maintain a rating of B+, or better, as published in Ratings & Analysis by A. M. BEST COMPANY, INC. of Ambest Road, Oldwick, New Jersey, 08858, (<http://www.ambest.com>) and (except for the coverage limits of Workmen's Compensation insurance) shall be in an amount no less than ONE MILLION AND NO/100 DOLLARS, combined single limit, or its equivalent, or such greater amount of such insurance as shall be maintained by Franchisee, with no deductible, with cross liability endorsement and with contractual liability coverage for Franchisee's covenants to and indemnification of the City. Franchisee's insurance shall provide that it is primary insurance as respects any other valid and collectible insurance City may possess, including any self-insured retention or deductible City may have, and that any other insurance City does possess shall be considered excess insurance only. Franchisee's insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits.

(C) Franchisee shall provide, prior to the effective date of this Franchise Agreement, and at least thirty days prior to the expiration of an insurance policy or policies theretofore provided to the City by Franchisee hereunder, a certificate of insurance evidencing all coverage required under this Section. Such certificate(s) shall name the City and its elected representatives, officers, employees, and agents as additional insureds and shall provide that the policy or policies may not be canceled or modified nor the limits thereunder decreased without thirty days' prior written notice thereof to the City. Franchisee agrees that the City shall have the right, exercisable on ninety days' prior written notice to Franchisee, to require Franchisee, from time to time, reasonably to alter the monetary limits or coverage provided by such policy or policies.

### **Section 6: Standards of Service.**

(A) The Franchisee shall at all times furnish a safe and reliable supply of Gas to its customers within the City; subject, however, to the further provisions of this section. The Franchisee will sell and distribute Gas through its distribution system which is located in Orange and Lake Counties and

in a number of cities and towns located therein and in the territory adjacent to and near said cities and towns. The Gas distributed by the Franchisee will be transported to Franchisee by the pipeline system owned and operated by Florida Gas Transmission Company, (or by some other company which holds a certificate of public convenience and necessity from the Federal Energy Regulatory Commission to transport Gas in the State of Florida). That company is a “Natural Gas Company” under the Federal Natural Gas Act, which subjects said Florida Gas Transmission Company (or its successors or assigns) to the jurisdiction of the Federal Energy Regulatory Commission.

(B) Any expansion of the system subject to this Franchise will be determined by the Franchisee in accordance with the terms and conditions of its Tariff pertaining to system expansion. The Franchisee, by entering into this Franchise Agreement, makes no representation or assurance, and assumes no obligation beyond the terms of its Tariff, that it will expand the distribution system beyond what currently exist.

(C) The Franchisee shall not be liable to the City or its inhabitants by reason of the failure of the Franchisee to deliver Gas as a result of force majeure, or failure, inability or refusal of the pipeline supplier to transport an adequate supply, or an order or decision of a public regulatory body, or other acts beyond the control of the Franchisee. The Franchisee shall have the right and authority, and it shall be its duty, to adopt reasonable rules and regulations in connection with the limiting, curtailing or allocating service or supplying Gas to any customer or prospective customer, and withholding the supply of Gas to new customers, whenever any of the occurrences named in the foregoing sentence take place; provided, however, that such rules and regulations shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(D) Subject to the limitations contained in the foregoing subparagraphs A, B, and C, the Franchisee shall make gas sales service available to customers within the Franchise Area pursuant to a Tariff which shall be uniform as to each class of service customer; provided, however, the Tariff shall be determined by the Board of Directors of the Franchisee and may classify its Gas services in any manner allowed by law.

(E) The rates charged by the Franchisee for its Gas and Gas services furnished within the City shall be in accordance with the Tariff determined by the Board of Commissioners of the Franchisee which shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(F) The quality of the Gas sold in the City shall be the same as that sold to the Franchisee’s other customers in its service area in the counties in which the Franchisee operates.

(G) If service is suspended because of any of the reasons set forth above, occurring through no fault or negligent act on the part of the Franchisee, such suspension shall not be made the basis of any action or proceeding to terminate this Franchise.

**Section 7: Accounting Reports.**

(A) Franchisee agrees to file with the City Clerk, on or before April 1 of each year, a copy of its annual audit report for the preceding fiscal year of the Franchisee, together with an income statement for the City, on an allocated basis.

(B) The City or any certified public accountant selected by the City, shall have the right at all

reasonable hours to examine the Franchisee's books and records for the purpose of verifying the statement of revenues furnished by the Franchisee to the City. In the event City elects to have said books and records reviewed by an accountant, the City shall bear the cost of the services of such accountant, unless the audit discloses that the accountings rendered by the Franchisee reported less than ninety percent of the moneys due to the City, in which case the audit costs shall be paid by the Franchisee. The Franchisee's books and records shall be kept in accordance with good business procedures and generally-accepted accounting principles and shall be in such form that they shall contain all information reasonably necessary to the City.

(C) The City shall promptly furnish Franchisee accurate information regarding any expansion, contraction or other modification of the corporate boundaries of the City and Franchisee shall be entitled to rely on information so furnished in order to identify customers and accounts within the corporate limits of the City.

### **Section 8. Payments to the City.**

The Franchisee agrees that subsequent to the commencement date of this Franchise Agreement, it will, in consideration of the granting of this franchise, pay to the City, at least quarterly, out of revenues derived from the sale of Gas to customers of its gas system or systems, such sums of money as shall be allocated to the City by virtue of the computation made pursuant to the following formula (sometimes referred to as "the Franchise Fee"):

(A) All rates, fees, rentals, or other charges or income derived by the Franchisee from the operation of its gas system or systems shall first be used by the Franchisee to pay all costs of operation and maintenance of such gas system or systems, to pay the principal of and interest on any revenue bond or other obligation issued by the Franchisee to finance the cost of construction, extension, expansion, improvement, or acquisition of gas systems, to establish appropriate reserves for any such revenue bonds, to establish an extension, removal, and replacement fund for such gas system or systems, and to make all other proceedings authorizing any such revenue bonds. The payments to the City by the Franchisee as set forth in Section 8(B) of this Franchise Agreement are hereby construed to be a part of the operation cost and maintenance of the gas system or systems, and shall be paid to the City as an expense falling in that category and liable for payment by the Franchisee as such.

(B) The Franchisee shall pay to the City a sum representing six percent of the gross revenues derived from the sale of Gas to all customers within the corporate limits of the City during the year in which such payment is due, after deduction therefrom the gross revenues derived from sale of Gas to interruptible gas customers and from furnishing transportation services to customers within the corporate limits of said City. The phrase "Gross Revenues" shall be deemed to include a flat-rate customer charge or a minimum bill charge, if any, made by the Franchisee regardless of the amount of Gas consumed.

(C) If at any time during the term of this Franchise Agreement, the Franchisee and another governmental authority shall enter into a similar franchise which provides for a more favorable franchise fee to be paid by the Franchisee than that provided for in this Franchise, the Franchisee shall so notify the City in writing immediately thereafter and shall extend a similar fee agreement to the City and, at the City's option, this Franchise will be deemed amended to incorporate such more favorable franchise fee.

### **Section 9: Preliminary Engineering Plans.**

Upon request of the City, the Franchisee shall review the preliminary engineering plans for all commercial developments within the City and provide the City in a timely manner with written comments concerning the providing of gas to such development.

**Section 10: Approval of Transfer.**

No sale, assignment, or lease of this Franchise Agreement or franchise shall be effective until it is approved by the City, and until the vendee, assignee, or lessee, has filed in the office of the City Clerk an instrument duly executed reciting the facts of such a sale, assignment, or lease, accepting the terms of the Franchise, and agreeing to perform all of the conditions thereof. The City may require that any proposed assignee submit similar documentation to that provided by the Franchisee at the time of award of the Franchise.

**Section 11: Default and Termination.**

(A) In the event that:

(i) the Franchisee shall fail to keep, perform, and observe each and every promise, covenant, and agreement set forth in this Franchise Agreement, and such failure shall continue for a period of more than sixty days after delivery to the Franchisee of a written notice of such breach or default; or

(ii) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver or trustee or liquidation of all or substantially all of its property; or

(iii) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty days after the filing thereof; then in any of such events, the City, in its discretion, shall have the right to:

(i) seek specific performance of this Franchise Agreement,

(ii) terminate this Franchise Agreement for default, which termination shall be effective twenty-four hours after written notice of such termination is given to the Franchisee, or

(iii) pursue such other actions and remedies as may be permitted by law. In the event the City elects to terminate this Franchise Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on the written notice of termination.

(B) In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Franchise Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Franchise Agreement regardless of the nature of the dispute.

**Section 12: Pledge of Revenues Authorized.**

The Franchisee shall have the right and power, and is hereby authorized to, hypothecate or pledge the rates, fees, rentals, or other charges or income derived by it from users of the services and

facilities of its gas system or systems operated by the Franchisee wholly or partially within the City, pursuant to this Franchise Agreement, to the payment of the principal of and interest on any revenue bonds or other obligations hereafter issued by the Franchisee to finance the costs of construction, acquisition, or extension of its gas system or systems within the Counties of Orange and Lake, known as the Lake Apopka Natural Gas District, and appropriate reserves therefor. It is the express intention hereof that this Franchise is made for the benefit of the City, the Franchisee, and the holders of any such revenue bonds or other obligations of the Franchisee, and shall be binding upon and inure to the benefit of, and be enforceable by, the holders of any such revenue bonds or other obligations of the Franchisee, the City and the Franchisee, and the successors and assigns of the City and Franchisee, and except for the holders of any such revenue bonds or other obligations of the Franchisee, the City and Franchisee, and their successors and assigns, is not intended to and shall not confer any rights upon any other person, firm, or corporation, public or private.

**Section 13: Change of Government.**

Any change in the form of government of the City as authorized by the State of Florida shall not affect the validity of this franchise. Any municipal corporation succeeding the City shall, without the consent of the Franchisee, succeed to all the rights and obligation of the City provided in this Franchise Agreement.

**Section 14: Attorneys' Fees.**

In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Franchise Agreement, or because of a breach by the other party of any of the terms hereof, each party shall bear its own attorney's fees, paralegal fees and costs in connection therewith.

**Section 15: Notices.**

All notices and approvals which any party shall be requested or shall desire to make or give under this Franchise Agreement shall be in writing, and shall be made or given (i) by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addressees as set forth below, or that address which party may otherwise designate in the manner prescribed herein:

As to the City:

City of Winter Garden  
Finance Department  
300 West Plant Street  
Winter Garden, Florida 34787

Attn: City Manager

As to Franchisee:

Lake Apopka Natural Gas District  
1320 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

Attn: General Manager and CEO

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

**Section 16: Miscellaneous.**

(A) Time is of the essence with respect to all matters set forth in this Franchise Agreement.

(B) The Franchisee is not, and shall not for any purpose be, the agent of the City, and shall have no power or authority to bind the City in any manner whatsoever.

(C) This Franchise Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, or representations and statements, oral or written, are merged into this Franchise Agreement. Neither this Franchise Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

(D) It is stipulated and agreed between the parties that this Franchise Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, and any trial or other proceeding with respect to this Franchise Agreement shall take place in the State of Florida.

(E) Captions of the sections and subsections of this Franchise Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Franchise Agreement.

(F) The Franchisee agrees to promptly reimburse the City for all of its costs and expenses, including attorney's fees and advertising costs, incurred in connection with the negotiation, preparation and award of this Franchise.

(G) The City is entering into this Franchise Agreement pursuant to the authority vested in the City Commission by Article VIII of the Constitution of the State of Florida, Chapter 166 of the Florida Statutes, and its Charter.

(H) The City hereby represents that this Franchise Agreement has been approved in accordance with all legal requirements.

**Section 17: Severability.**

If any part, section, subsection, or other portion of this Franchise Agreement, except for the provisions of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Franchise Agreement, in all applications thereof not having been declared void, unconstitutional, or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Franchise Agreement, and that they would have executed this Franchise Agreement, regardless of the invalid or prescribed provision or application. In the event any part, subsection, or other portion of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Franchise Agreement upon notice to the other party.

**IN WITNESS WHEREOF**, the **CITY OF WINTER GARDEN, FLORIDA**, and the **LAKE APOPKA NATURAL GAS DISTRICT** have caused this Franchise Agreement to be executed as of the day and year first above written.

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

By: \_\_\_\_\_  
Honorable John Rees, Mayor

ATTEST:

By: \_\_\_\_\_  
Ms. Kathy Golden, City Clerk

**LAKE APOPKA NATURAL GAS DISTRICT**,  
an independent special district

By: \_\_\_\_\_  
Ms. Ann Dupee, President

ATTEST:

By: \_\_\_\_\_  
Mr. Jack Quesinberry, Secretary